Memorandum of Understanding

Between City of West Linn

And

Clackamas County Peace Officers Association

Collective Bargaining Extension to June 30, 2020.

The following is a Memorandum of Understanding (MOU) between The City of West Linn (City) and the Clackamas County Peace Officers' Association (CCPOA). The City and CCPOA are parties to a collective bargaining agreement that expires on June 30, 2018. The parties seek to extend the agreement to expire on June 30, 2020 with the following terms.

The parties agree as follows:

1. Article 17, Salary, Sections A and F will be amended as noted below, with no other changes in Article 17:

A. Salary.

Effective and retroactive to July 1 2015, the wage increase will be 2.3% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart. Wage scale is attached as Appendix "A".

Effective July 1, 2016, the wage increase will be 1.5% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

Effective July 1, 2017, the wage increase will be the average of the 1st and 2nd half reported Portland CPI-W for 2016 within a minimum of 1.5% and maximum of 3.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

Effective July 1 2018, the wage increase will be 2.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart. Wage scale is attached as Appendix "A".

Effective July 1, 2019, the wage increase will be the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities – B/C for 2018 within a minimum of 2.0% and maximum of 3.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

The base hourly rate is calculated on a 2,080 hour regular yearly schedule.

F. Deferred Compensation.

Effective on the first payroll period in July 2018, the City will match the employee's deferred compensation contribution up to a maximum 4.0% of base salary per pay period.

Base salary does not include incentive or assignment pay. The City contribution applies to all employees budgeted at 0.5 FTE or more. Employee participation is strictly voluntary. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.

2. Article 31, Vacations, Section A, will be amended as noted below, with no other changes in Article 31:

A. All regular full-time employees shall accrue vacation time at the following rates:

Less than 3 years .....80 working hours annually
More than 3, less than 5.....96 working hours annually
More than 5, less than 8.....120 working hours annually
More than 8, less than 11.....168 ~~160~~ working hours annually
More than 11, less than 15.....184 ~~176~~ working hours annually
More than 15, less than 20.....208 ~~200~~ working hours annually
More than 20.....224 working hours annually

Changes to vacation accruals will be effective the first payroll period of July 2018.

3. Article 39, Duration of Agreement will be amended as noted below, with no other changes in Article 31:

This Agreement shall be effective upon execution, and shall remain effective in full force and effect until June 30, 2018, an by MOU 2018, extended to June 30, 2020. This Agreement shall automatically reopen on the first day of February, 2020 ~~2018~~, for negotiations. If negotiations of a successor agreement are not concluded by July 1, 2020 ~~2018~~, this agreement shall automatically continue until such time as the successor agreement is concluded.

4. This CBA extension is not precedent setting and is valid upon execution by the respective parties subject to ratification by constituents.

This MOU is agreed upon and executed as follows subject to ratification:

On Behalf of the City:

Eileen Stein

~~Elisa Preston~~ Eileen Stein
City Manager
~~Human Resources Manager~~

On Behalf of CCPOA:

05.29.18

Stephen Steinberg

President

THE CITY OF WEST LINN

AND THE

CLACKAMAS COUNTY PEACE OFFICERS' ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

Expires June 30, 2018

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ARTICLE 1 - PREAMBLE

This Agreement is between the City of West Linn, Oregon, hereinafter referred to as the "City," and the Clackamas County Peace Officers' Association, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all probationary and regular employees who are regularly scheduled to work twenty (20) or more hours per week in the classifications of Police Officer, Community Service Officer, Code Compliance Officer, Evidence Technician/Property Officer, Animal Control Officer and Records Specialist. The bargaining unit excludes supervisory, confidential, regular part time employees working less than 20 hours per week, and temporary employees working less than 1040 hours per calendar year.

ARTICLE 3 - PART-TIME EMPLOYEES

Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall receive all benefits provided by this Agreement. However, benefits shall be prorated based on budgeted FTE.

ARTICLE 4 - RESERVE OFFICERS

The City and the Union agree that a well-trained and properly managed Reserve Police Officer Program is of value to the citizens, community and Police Department of the City of West Linn. The purpose of such a program will be to supplement, not replace, regular Police Officers. To that end, both parties agree:

A. Regular Officers will be allowed input in the selection process of Reserve Officers.

B. Regular Officers will be allowed input in the training and evaluating of Reserve Officers.

C. Reserve Officers are volunteers and will not be compensated as individuals by the City Police Department for services performed for the City except for certain court appearances.

D. Reserve Officers may be assigned, but not limited to the following duties:

    1. Second Officer (riding with Regular Officer) in a patrol car;

        a. Any Regular Officer objecting to his/her assigned Reserve Officer may bring the objection to the attention of his/her immediate supervisor,

explaining a legitimate reason for such objection. The supervisor must be notified of the objection in a timely enough manner to attempt to resolve the objection. Such objection will be given consideration by management and will not be arbitrarily denied.

b. Legitimate unanticipated circumstances may require the scheduling of Reserve Officers to ride with Regular Officers on short notice.

c. Unscheduled ride-alongs, at the request of the Reserve Officer, will occur if the Regular Officer does not object. If the Regular Officer objects to the Reserve Officer riding, the Regular Officer will advise the duty Sergeant of the reasons for the objections.

2. Prisoner transportation;

3. Special details; such as, security at major incidents; traffic and crowd regulations at crowd scenes; security at public events (i.e., sporting events, parades, fairs and carnivals). In general, situations where the probability of the need for enforcement or confrontation and hostility is low.

   If, in the judgment of the Police Chief or his/her designee, the special event requires greater police skills or knowledge, the Reserve Officers assigned to this detail will be placed under the command of one or more Regular Police Officers.

4. Natural disasters, major crimes or major incidents requiring the assistance of as many trained personnel as available.

E. The City agrees not to deploy Reserve Officers as Beat or District Officers in place of Regular Officers.

F. Regular Officers will be given priority over Reserve Officers in training opportunities, unless the training is primarily for Reserve Officers.

ARTICLE 5 - SENIORITY

A. Definition. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous, full-time service in their current job classification since their last date of hire, less any adjustments due to layoff, and leaves of absence without pay, for more than ninety (90) consecutive days, unless otherwise agreed by the City in writing or required by law. Part-time employees shall receive a prorated seniority.

B. Application of Seniority. Seniority shall apply to the following employment decisions:

1. Layoff and Recall

Employees shall be laid off and recalled by seniority in accordance with Article 8 – Layoff.

2. Shift Bidding

   Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 19 – Hours of Work.

3. Vacation Preferences

   Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 31 – Vacations.

4. Overtime

   Employees shall be assigned overtime by seniority in accordance with Article 20 – Overtime & Compensatory Time.

C. Reinstatement of Seniority. Seniority shall be restored to those members returning to service as set forth below:

1. Members returning due to layoff, subject to recall limits.

2. Voluntary unpaid leaves of absences for ninety (90) consecutive days or less. If an employee is absent for more than 90 days, the days lost in seniority are those days over 90.

3. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit within thirteen (13) months of promotion, shall have their seniority (time in the bargaining unit) restored.

4. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit after thirteen (13) months of promotion, shall have ½ of their seniority (time in the bargaining unit) restored.

D. Breaks in Seniority. Employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken if any of the following events occur:

1. Voluntary resignation or retirement; Discharge of a regular employee for just cause or a probationary employee "at will;"

2. Layoff for more than twenty-four (24) months duration;

3. Continuous absence from work due to an off-the-job injury or illness for more than ninety (90) days or the exhaustion of all the employee's paid leave days, (whichever is greater); except as required by law;

4. Failure to notify the Chief or his/her designee of the employee's intent to return to work pursuant to the provisions regarding recall as per Article 8 - Layoff;

Employees who are serving in the military will continue to receive seniority and reinstatement rights in accordance with applicable law.

ARTICLE 6 - FAIR SHARE/DUES AND PAYROLL DEDUCTIONS

A. The City and Union agree to a "Fair Share" agreement for all employees covered by this Agreement.

B. The City and Union recognize that the Union is required to represent every employee covered by this Agreement, making each such employee a recipient of the Union's services.

   The Union has certified to the City that a vote for this "Fair Share" agreement has been conducted amongst the employees covered by this Agreement, and that a majority of those voting have voted in favor of this "Fair Share" agreement. Employees covered by this Agreement who are not a member or choose not to remain a member of the Union shall proportionately and fairly share in the cost of collective bargaining by the Union.

   The amount of "Fair Share in lieu of dues" to be paid by non-members of the Union shall be equivalent to the amount of dues uniformly required of each member of the Union.

C. The Union shall certify to the City the amount of dues approved by the members of the Union. The City agrees it will deduct from each employee's monthly wages a Union member's dues and non-members "Fair Share in lieu of dues." The monthly deduction of dues and "Fair Share in lieu of dues" shall be remitted monthly to the Treasurer of the Union.

   Employees who are members of the Union shall execute a written authorization authorizing the City to deduct monthly dues from the employee's wages. A copy of the written authorization shall be provided to the City by the Union.

D. 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 Union and establish a mutual, satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

E. The City, when so authorized and directed in writing by an employee member of the Union on the authorization form provided by the City, will deduct Union initiation fees and Union dues from the wages of such employee. The amount to be deducted shall be certified in writing to the City by the Union. The aggregate deduction shall be remitted to the Union monthly, no later than ten (10) days after the payday on which the

employee deductions are made. The Union shall give the City thirty (30) days' notice of any change in the amount to be deducted for a Union member's dues and non-members "Fair Share in lieu of dues."

F. The City will not be held liable for check-off errors, nor will the City assume any liability for the amount or disposition of "Fair Share" but will make proper adjustments with the Union for check off errors as soon as it is practicable.

ARTICLE 7 - MANAGEMENT RIGHTS

A. Management Rights. The Union recognizes that the City retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it.

Without limitations, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.

2. To close or liquidate an office, branch, operation or facility or combination of facilities, or the relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons.

3. To determine the need for a reductions or an increase in the work force and the implementation of any decision with regard thereto.

4. To establish, revise and implement standards for hiring, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.

5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

6. To assign and distribute work within classifications.

7. To assign shifts, word days and work locations.

8. To direct the activities of the Department.

9. To determine the need for and the qualifications of new employees, transfers and promotions.

10. To discipline or discharge.

11. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the City.

B. Subcontracting. The City shall notify the Union, as soon as possible of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. Thereafter, the parties shall enter negotiations consistent with ORS 243.698, with the first negotiation session to be scheduled no later than fourteen (14) calendar days of receipt of the City's notice. Should the parties be at impasse following 90 days from the date of the City's notice of the possibility of subcontracting, the parties agree to mediation using an ERB mediator, absent the City's withdrawal of it subcontracting proposal. A mediation session will be scheduled to occur within the next 30 days. Thereafter, the parties will follow the parameters of ORS 243.712, including a final and binding resolution by an interest arbitration.

ARTICLE 8 – LAYOFF

A. The City may layoff an employee for a shortage of funds, lack of work, contracting out, reorganization or elimination of a program or service. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. Layoff shall be by specific job classification and shall be in reverse order of an employee's seniority (from least senior to most senior) within their classification. A layoff out of the reverse order shall only be made by the City if it is based on a retention of special qualifications, which constitute a significant element of the employee's assigned duties, and is also based on bona fide operational needs of the Department. DPSST certifications (Intermediate and Advanced) shall not be considered a special qualification.

B. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date of the layoff.

C. Employees who have been laid off shall be placed on a recall register in accordance with seniority for a period of twenty-four (24) months from the date of the layoff. Reinstatement shall be offered to those employees on the list for the job classification from which they were laid off in order of seniority (most senior to least senior) possessed at the time of layoff prior to hiring any new employees. Notice of recall shall be made by certified mail, return receipt requested. Employees shall be responsible for keeping the City informed of their correct address.

Eligibility for recall rights shall be terminated if any of the following occur: (1) failure to respond to such recall notice within ten (10) calendar days of the receipt of the notice as

evidenced by the signed receipt (regardless of who signs for the certified mail); (2) failure to return to work within two (2) weeks of response except for unforeseen emergencies; or (3) failure to respond to such recall notice sent to the last address provided to the City through personnel records within ten (10) calendar days of receipt of such notification for twenty (20) days of mailing (whichever occurs later).

ARTICLE 9 - DISCIPLINE AND DISCHARGE

A. Discipline shall include: oral reprimands (reduced to writing), written reprimands, temporary pay reductions or suspension without pay, demotion and dismissal. Disciplinary action may be imposed upon a non-probationary employee only for just cause. Temporary pay reductions are intended to be applied as short-term sanctions.

   Counseling: Forms of evaluation and counseling are not discipline and may not be protested through the grievance process. These are less formal means of resolving issues related to daily operations or conflicts. Counseling may serve as notice to the employee for future disciplines. Counseling can be maintained in the supervisory file for review for yearly evaluations, but are not placed in the personnel file. Upon request, an employee may review and request copies of counseling documents in his/her supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling documents. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

B. The City shall furnish the employees with a statement of charges in writing at the time of temporary pay reduction, suspension, demotion or discharge outlining the specific reason for such action.

C. Probationary Periods and Promotions: The probationary period for newly recruited officers shall be eighteen (18) months from date of hire. Police Officers who possess a current Oregon DPSST Police certification at the date of hire or a certified Police Officer from another state who obtains an Oregon DPSST police certification within six (6) months of the date of hire, will serve a twelve (12) month probationary period from date of hire. The probationary period of non-sworn personnel employed within the department shall be six (6) months.

   Probationary employees may be disciplined or discharged "at will." The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law.

   An employee's probationary period may be extended, at the City's discretion. In no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status, extension of probation or

termination prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension.

A probationary employee shall be afforded the opportunity to grieve pursuant to Article 10, Grievance and Arbitration Procedure, of this Agreement; however, this shall not include any matter involving discipline and/or discharge. This provision applies only to an employee's initial probationary period with the City.

D. In the case of promotional appointments, if the promoted employee fails to successfully complete a twelve (12) month probationary period, such employee will be returned to their previous classification if the former position is vacant or has been filled for less than one (1) year. This does not affect the City's ability to dismiss any employee for cause.

E. In the event of any investigatory interview of an employee, which the employee reasonably believes may lead to disciplinary action, the following shall take place:

1. The employee under investigation shall be informed of the nature of the investigation prior to any investigatory interview.

    a. An employee who is involved as a witness to a complaint shall be informed that he/she is a witness in an investigation and the nature of the investigation.

    b. The City will not direct a witness in an investigation not to speak with an Association representative or Association attorney.

    c. The City will not direct an employee who is a subject of an investigation not to speak with an Association representative or Association attorney.

2. Any investigatory interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

3. The interview shall take place at a West Linn City facility, except when impractical. At the employee's request, the employee may have a Union representative present to observe the interview. The opportunity to consult with a Union representative or private attorney and have a Union representative or private attorney present shall not delay the interview more than four hours. The Union representative shall not be a person subject to the same investigation or a witness to the event under investigation.

4. The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest period.

5. All interviews are subject to being tape recorded by the City, employee or Union. The parties agree to share recordings upon request. Tape recordings will not be shared with other witnesses during the period of time the investigation is pending.

6. No employee covered by this agreement will be required to take or be subjected to any polygraph examination as a condition of continued or continuous employment, unless the employee freely requests a polygraph examination.

7. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guide to attempt to obtain his/her resignation; nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as in inducement to answer questions.

8. Pursuant to an in conformance with all of the provisions of West Linn Police Department Policy & Procedures Manual, the personal life of an employee shall not be a concern of the City. In cases where an informal complaint is filed against an employee, the employee shall be advised of the complaint.

9. Use of Force Situations: When an employee is involved in the use of deadly force, he/she shall give a brief public safety statement to the supervisor to help identify any potential witnesses and the scope of the scene.

10. Employees involved in the use of deadly force shall be advised of their rights and allowed to consult with an Association representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right shall not unduly delay the giving of the statement. An undue delay is defined as any delay that exceeds thirty-six (36) hours from the time the incident occurred. This section does not apply to the public safety statement permitted in Section 9 above.

11. Counseling: Any employee involved in a traumatic incident or an incident involving the use of deadly force will have the opportunity to meet with a professional counselor following a trauma incident or an incident for the purpose of debriefing/counseling. The debriefing sessions(s) shall be covered by the doctor/patient privilege and information disclosed in these session(s) shall be confidential and not be attainable or useable by the City.

    The professional debriefing counseling will be provided through workers compensation, the City's employee assistance program or the City's health insurance program. If a qualified counselor(s) is not available through workers' compensation, the employee assistance program or the employee's health provider, the employee may request authorization from the City to choose the counselor(s) he/she wants to visit.

Any reasonable cost of pre-approved professional debriefing counseling not paid through workers' compensation or the City's health insurance program will be paid by the City. The City reserves the right to determine what constitutes reasonable cost.

12. It is understood and agreed that this provision does not negate the City's right to require an employee to submit to a fitness-for-duty examination by a professional counselor of the City's choosing as a condition of return to work following a trauma incident or incident involving the use of deadly force.

13. Written Record of Complaint: It is agreed that no member of the bargaining unit will be required to write a report to the City on any complaint against them (by persons in or outside the Police Department) unless said complaint is signed and dated in written form by either the complainant or the officer taking the complaint. Prior to any written report being required of any employee, they will be advised of the nature of the complaint and provided a summary of the complaint.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

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

STEP I

Informal

The grievant will first discuss the grievance with the grievant's immediate supervisor prior to formally submitting the grievance in writing.

Formal

If the issue is not resolved at the informal level, the grievant shall submit the grievance in writing to his/her immediate supervisor within twenty-one (21) calendar days of the date the grievant knows or should have known of the alleged grievance. The notice grievance shall include:

1. A statement of the grievance and the relevant facts;
2. The provision(s) of the Agreement allegedly violated; and
3. The remedy sought.

The supervisor shall respond to the grievant in writing within ten (10) calendar days of receipt.

STEP II

If the grievance is not resolved at Step I, the grievant shall submit the grievance in writing to the Police Chief within ten (10) calendar days of the day the immediate supervisor's response is received or is due. Within ten (10) calendar days of receipt, the Police Chief shall respond to the grievance in writing.

STEP III

If the grievance is not resolved at Step II, the grievant shall submit the grievance in writing to the City Manager within ten (10) calendar days from the date Step II's answer is received or is due. The City Manager or his/her designee shall respond to the grievant in writing within ten (10) calendar days from the date the written notice of grievance is submitted to the City Manager.

STEP IV

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

STEP V

If the grievance is not resolved at Step IV or Step III for termination cases, the Union shall submit a written request to the City Manager, within ten (10) calendar days from the conclusion date of mediation or the date Step III's answer is received in a termination case, stating their desire to invoke the arbitration procedure.

B. Arbitration:

1. After the grievance has been so submitted, the parties or their representative shall either singularly or jointly request from the State Employment Relations Board a list of seven (7) arbitrators who reside or maintain an office in Oregon/Washington. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which part shall strike the first name objectionable to it.

   The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding. The arbitrator shall be asked to submit the award within thirty (30) calendar days from the date of the hearing or the submission of briefs by the parties, whichever is later.

2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the City and Union, and shall have no authority to make a decision on any other issue not so submitted.

3. The cost of the arbitrator shall be borne by the losing party as determined by the Arbiter. Each party shall bear the cost of presenting its own case.

C. Rules:

Rules governing the grievance procedure shall be as follows:

1. It shall be the goal of the parties in the grievance procedure to resolve grievances at the lowest possible step.

2. Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.

3. Failure by the City to submit a reply within the time limits specified in the Agreement will allow the matter to be advanced by the Association to the next step in the procedure. Arbitration shall not be invoked unless and until both parties re fully aware in writing.

4. Failure of an employee to submit a grievance in accordance with the time limits specified herein shall constitute an abandonment of the grievance.

ARTICLE 11 - CITY SECURITY

No employee covered by this Agreement shall engage in a work stoppage, slowdown or strike. Any member of the bargaining unit engaged or participating in a strike (less than full and faithful performance of duties) shall be subject to immediate and selected dismissal at the discretion of the City.

ARTICLE 12 - NON DISCRIMINATION

A. Employee Rights. Employees shall have the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union or its members because of the exercise of these rights.

B. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, disability, race, color, creed, religion, national origin, union affiliation, political affiliation or other protected status or protected activity in accordance with applicable law, and as negotiated in this agreement.

C. Gender Reference. All references to employees or officers in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

D. Alleged Violations. In the event an employee elects to file a statutory claim of employment discrimination, including harassment prohibited by the employment discrimination laws, he/she is precluded from pursuing a claim of discrimination under the grievance and arbitration procedures set forth in Article 10. If the statutory claim is filed after a grievance is filed, the grievance shall proceed no further and shall not be subject to arbitration.

E. Cooperation in Processing Complaints. In the event a discrimination complaint is made against either party to this Agreement, the parties agree to cooperate with each other by providing information relative to the complaint. Neither the City nor the Union, by entering into this Agreement, will prevent any employee from presenting a claim of alleged discrimination.

ARTICLE 13 - OUTSIDE EMPLOYMENT

No employee covered by the terms of this Agreement shall accept other additional employment in any occupation, self-employment or outside activity which is not in

conformance with West Linn Police Department Policy and Procedures Manual, and is incompatible with the employee's employment with the City of West Linn. The Police Chief may, for sufficient reason, require an employee to cease performing any employment outside that employee's employment with the City.

ARTICLE 14 – TRAINING

A. General Policy. The City is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Police Department. Training shall be scheduled by the Police Chief or designee. Employees will attend training sessions as assigned by the City.

B. Employees shall participate in compensable training outside their regular shift including firearms training and Departmental meetings at times set by the Police Chief. Police Officers shall receive a minimum of thirty-two (32) hours of DPSST and/or accredited training approved by the Training Officer each fiscal year. All other employees covered by this Agreement shall receive a minimum of sixteen (16) hours training approved by the supervising Sergeant each fiscal year.

   Employees required to participate in any teaching activities during off duty hours shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

   Employees required to participate in any meetings during off duty hours shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

C. Notification of training credits. Each uniformed employee shall be provided a copy of the official DPSST readout indicating DPSST accredited training hours at least once each year in January.

ARTICLE 15 - PERSONNEL FILE

A. The City, upon twenty-four (24) hours advance written request, shall provide an employee the opportunity to review his/her personnel file. Inspection shall occur during non-working hours. The employee shall be allowed to review his/her personnel file without such notice when the employee is in immediate need of such review. With the exception of the employee's first request in a calendar year, copies of the contents of this file requested by the employee may be charged at the City's standard Public Records request rates. The official personnel file shall be maintained by the Human Resources Department.

Material placed in working or supervisor's files may be utilized for the completion of an employee's annual evaluation. After the completion of the evaluation, the material shall either be destroyed or forwarded to the City's attorney if the material is related to a lawsuit filed against the City. The material shall be retained in the same manner as material in the employee's personnel file as described in paragraph "D" of this article.

B. The employee may respond in writing to any item placed in his/her personnel file. Such written response will become a part of the file.

C. With the exception of information reflected in performance evaluations, material placed in an employee's personnel file reflecting caution, consultation, warning, admonishment, reprimand and suspension or other disciplinary action shall be dated when issued to the employee and shall be retained in the personnel file for a maximum of twenty-one (21) months provided no material reflecting critically on the employee for the same or similar issue is placed in his/her personnel file during the intervening time period. Should the same or similar issue occur then the twenty-one (month) retention period will start over. No such material shall be placed in an employee's personnel file which does not bear the signature of the employee indicating he/she has seen a copy of the material or a notation from a supervisor or manager indicating that a copy of the material was provided to the employee.

D. Retention of materials. If at the end of the retention period a tort claim notice or law suit has been filed against the City regarding the incident which was the subject of said discipline, the material shall be removed from the personnel file and forwarded to the City's attorney defending the suit. Additionally, material removed from a personnel file will not be destroyed. Instead, such material will be placed in a confidential file maintained by the City Manager or his/her designee. Such material will not be used against an employee for the purpose of establishing progressive discipline or further disciplinary proceedings, but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations.

ARTICLE 16 - UNION BUSINESS

A. Union representatives shall be allowed access to the employee work area for the purpose of processing grievances or contacting members of the Union.

B. Such representatives shall not enter any work locations without the consent of the division commander or supervisor. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.

C. The parties recognize that it may be necessary that a representative of the Union carry out Union activities during duty hours. Union activities are those activities which

concern the collective bargaining process or administration of the contract. These activities include, but are not limited to: the handling of grievances, and the resolving of issues or matters regarding the current labor contract; responding to the request of the City to meet on any labor-related issue, special meetings with the City and proceedings before the Employment Relations Board or an arbitrator. A Union representative will be allowed to carry out Union activities during duty hours, but the representative shall not be eligible for overtime compensation. Upon agreement with management, the union representative will carry out these activities with minimal impact upon the performance of his/her regular duties.

The Union's negotiating team shall consist of no more than three (3) members, not including legal counsel, determined by the Union. Should negotiating sessions with the City be scheduled during duty hours, two (2) negotiating team members shall be permitted to attend negotiating sessions without loss of pay. Pay will be at the straight time rate for such negotiating activities. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

Whenever possible, Union business will be conducted in such a way so as not to interfere with work responsibilities of other employees.

D. Union members will be allowed to attend the equivalent of twelve (12) monthly local membership meetings on duty time. Members attending Union meetings while on duty will limit their attendance at these meetings to one (1) hour and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Union will schedule these meetings during non-peak periods of the City.

ARTICLE 17 - SALARY

A. Salary.

Effective and retroactive to July 1 2015, the wage increase will be 2.3% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart. Wage scale is attached as Appendix "A".

Effective July 1, 2016, the wage increase will be 1.5% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

Effective July 1, 2017, the wage increase will be the average of the 1st and 2nd half reported Portland CPI-W for 2016 within a minimum of 1.5% and maximum of 3.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

The base hourly rate is calculated on a 2,080 hour regular yearly schedule.

B. Administration Plan.

1. 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 or employee is exceptionally qualified, the Chief may cause the appointment to be made at a salary rate above the minimum, but not more than the maximum within the budget limitation. At the discretion of the Chief, an employee may be accelerated to a higher step for outstanding performance. The Chief will provide a brief explanation for the basis of the increase if requested by the Association.

    a. The second step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step one (1) as determined by the Police Chief.

    b. The third step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step two (2) as determined by the Police Chief.

    c. The fourth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step three (3) as determined by the Police Chief.

    d. The fifth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step four (4) as determined by the Police Chief.

    e. The sixth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step five (5) as determined by the Police Chief.

C. Education and DPSST Certification Pay.

Associate Degree (A.A.)/2 years College 2%
Intermediate DPSST Certification 5%
Intermediate DPSST Certification with A.A. /2 years of College..... 7%
Bachelor's Degree..... 10%
Advanced DPSST Certification 10%
Advanced DPSST Certification with A.A. /2 years of College 12%
Intermediate DPSST Certification with Bachelor's Degree 13%
Advanced DPSST Certification with Bachelor's Degree 17%

Note: The certification and education premiums are not cumulative, but certification pay will be combined with approved educational pay. All percentages calculated on employee's current base pay step.

Probationary employees are not eligible for education pay or certification pay. Eligibility for education pay will commence on the first day of the payroll period immediately following successful completion of the probationary period provided a written request and proper verification are provided to the City.

In order to be eligible for education pay and certification pay, an employee must submit a written request for such pay, accompanied by verification of eligibility. Verification of eligibility for educational pay requests must be made as follows:

1. Submission of documentation indicating the successful completion of an Associate's Degree from an accredited institution, or the completion of a minimum of two (2) years of college which is found to be equivalent to an Associate's Degree;

2. Submission of documentation indicating the successful completion of a Bachelor's Degree from an accredited institution of higher learning.

D. Premium Assignment Pay.

2. Officers assigned as a Motorcycle Officer shall receive an additional five percent (5%) of their base wage assigned as a Motor Officer.

3. Officers assigned as a Detective shall receive an additional five percent (5%) of their base wage while assigned to Detectives.

4. An employee assigned as the Canine Officer shall receive an additional five percent (5%) of his/her base pay salary of each month (or portion thereof) assigned to that position. The five percent (5%) differential is intended to compensate the Canine Officer for off-duty grooming, feeding and care of the animal.

5. Only officers who have completed Officer-in-Charge training may be assigned duties as "Officer in Charge." An employee assigned as Officer-in-Charge shall receive an additional twelve percent (12%) of his/her base salary for the hours assigned. OIC assignment pay is not subject to the cap in Section E.

6. Officers assigned as "Field Training Officers" shall be granted an additional .25 (1/4) hour overtime pay (in accordance with Article 20) for any portion of a two-hour assignment in that capacity. FTO assignment pay is not subject to the cap in Section E.

E. Maximum Additional Pay Provision.

The maximum combined pay premiums under Section C – Education and DPSST Certification Pay and under Section D – Premium Pay is seventeen percent (17%) of the employee's base wage.

F. Deferred Compensation.

Effective March 1, 2016, the City will match the employee's deferred compensation contribution up to a maximum one and 4/5 percent (1.8%) of base salary per pay period. Base salary does not include incentive or assignment pay. The City contribution applies to all employees budgeted at 0.5 FTE or more. Employee participation is strictly voluntary. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.

Effective March 1, 2017, the City will match the employee's deferred compensation contribution up to a maximum two percent and 4/5 percent (2.8%) of base salary per pay period. Base salary does not include incentive or assignment pay. The City contribution applies to all employees budgeted at 0.5 FTE or more. Employee participation is strictly voluntary. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.

ARTICLE 18 - PAYROLL INFORMATION

In addition to the payroll information required by law, employees shall be provided a payroll statement for each pay period that shall provide to each employee the following information:

1. The employee's accumulated vacation leave.
2. The employee's accumulated sick leave
3. The employee's accumulated compensatory time off in lieu of overtime.
4. Holiday in lieu accrual.

ARTICLE 19 – HOURS OF WORK

A. Regular Hours. The regular hours of work each day shall be consecutive.

B. Work Week. The workweek shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off duty. The City may elect a workweek based on four (4), ten (10) hour days followed by three (3) days off duty; Following such an election, all accruals, which are currently based on an eight (8) hour workday shall be negotiated.

C. Workday. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations. A workday shall for purposes hereof being at 12:01 a.m. on the beginning calendar day of the employee's scheduled shift. The City at its discretion may revise the starting and quitting time and shift assignment of an employee to meet the needs of the City following ten (10) calendar days' notice.

D. Rest Periods. Except in cases of emergencies, two (2) rest periods, fifteen (15) minutes each, shall be permitted to all employees, preferably midway between each half of the assigned workday. An employee shall not be allowed to shorten their workday or lengthen their lunch period by not taking their rest periods, except on occasion with prior supervisory approval.

E. Meal Periods. Each employee shall have a thirty (30) minute uninterrupted paid lunch break within each eight (8) hour workday, except in cases of emergency. Employees not on regular duty (i.e., attending school, seminar, conference, etc.) will not be eligible for a meal period during the working time unless the seminar, class, etc. continues through the lunch period.

F. Voluntary Shift Trade. Employees may voluntarily trade work shifts with each other with the permission of their supervising officer provided such trade does not result in overtime work.

G. Shift Bidding. Shifts are six months long. (currently October to March, April to September) Shift bidding will occur the month preceding the six-month shift duration (every March and September). For each six (6) month bidding, management will assign each shift a regular starting time, ending time and the days off based upon management's determination of operational needs (the Department's need to provide police services in an appropriate manner, time and with adequate safety for all, police officers and citizens.)

Bidding will be by seniority as defined in Article 5, except that an officer cannot work the same "shift assignment" more than three (3) consecutive times without approval of the Chief for operational need or reasonable circumstance. A "shift assignment" is an assignment based on a set schedule, such as "day" shift, "swing" or "graves." If an employee is forced to bid off a shift assignment that displaces another employee, the employee will bump the least senior employee ("bumped employee") of the other remaining shifts. The bumped employee will fill the shift assignment vacated by the forced rotating employee and will be able to use seniority with the new shift assignment. The bumped employee will receive credit for meeting the "3 in a row" rule.

For the purposes of integrating this process, the "3 in a row" rule will be applied prospectively to as follows: Seniority applies as provided by Article 5, Seniority.

Effective March 2016 shift bid, for Officers with 0-71 months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.

Effective September 1, 2016 shift bid, for Officers with 72-131 months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.

Effective March 1, 2017 shift bid, for Officers with 132- 179 months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.

Effective September 1, 2017, shift bid for Officers with 180 or more months of seniority, this shift rotation will be the first shift assignment to count towards the "3 in a row" rule.

Officers assigned as traffic officers, School Resource Officers (SROs), Detectives or any other specialty assignment are not eligible to bid unless their transfer to the patrol division will occur in the "bidding months" – September and March.

1. Shift and Days Off

   If it is necessary for the City to fill vacancies or otherwise adjust the shift staffing levels during each six (6) month term of a shift bidding, the City may fill those vacancies as follows:

   a. Ask for volunteers to fill the vacancies and award based on the seniority and qualifications of the volunteers.

   b. If sufficient volunteers are not available to meet the staffing needs, the Association representative shall be personally notified and shall have forty-eight (48) hours from the City's notification to request a full shift bidding opportunity. If the City is unable to make contact with either shop stewards, it shall contact one of the two individuals next designated by the Association as its acting representative.

   c. If such a request is not made, the City shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, the City will make a good faith effort to affect the least senior employee(s) whenever possible, consistent with the Department's operational and training needs.

2. Probationary employees will be scheduled at the discretion of the City and may be assigned and rotated to any shift schedule or position on shift.

3. Shift Rotation Adjustments.

   For the purpose of this Article and consistent with 29 CFR Federal Regulation Section 778.301 ad 778.302, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than eighty (80) hours within a fourteen (14) day pay period or more than five (5) consecutive days during a pay period. The City shall schedule employees for a minimum of eighty (80) hours within the fourteen (14) day period. The Department and employee, with notice to the Association, may agree to adjust the employee's work schedule and/or days off during this 14-day period to ensure the employee is scheduled for a minimum of 80 hours within the 14-day period. In order to be eligible for bidding, a police officer shall meet all of the following criteria:

a. Successful completion of the probationary period;

b. Possession of a basic or higher DPSST certificate;

c. Twenty-four (24) months of experience transferable to law enforcement as determined by using reasonable criteria; and

d. Be on continuous shift assignment;

Police Officers who have accepted specialty assignments; such as, but not limited to, Detective, School Resource Officer, and motorcycle duty shall not be eligible for the shift bidding. If there is more than one (1) person assigned to motorcycle duty, deployment of duty will be determined by seniority of officers so assigned and approved by deploying supervisors.

ARTICLE 20 – OVERTIME AND COMPENSATORY TIME

A. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: time off in lieu of holidays; vacation leave; paid sick leave; time on the job; and time participating in activities, training, briefings, meetings or other conferences if so directed by the City.

B. The City and the Union agree to utilize the following provisions in determining compensation for overtime.

   All authorized work shall be compensated at the rate of time and a half for work under the following conditions:

   1. Employees assigned to a 5-8 schedule shall receive overtime credit for any work after eight (8) hours on any workday.

   2. Employees assigned to a 4-10 schedule shall receive overtime credit for any work after ten (10) hours on any workday.

   3. All work performed in excess of forty (40) hours in any workweek

C. Overtime Compensation: Overtime shall be compensated at the rate of time and one half an employee's regular rate of pay, including base salary rate plus education, certification and premium assignment incentive pay. Upon mutual agreement of the employee and the City, the employee may receive compensatory time in lieu of overtime payments. The compensatory time accrual bank balance will be reviewed once a month, immediately following the end of the first payroll cycle of the month. Any compensatory time accrual above forty (40) hours shall be converted at that time to a monetary value of base salary rate plus education, certification and premium assignment incentive pay. The converted amount shall be paid to the employee's VEBA account at the end of the second payroll cycle of the month. VEBA payments made on

behalf of the employee will be made at the same time as regularly scheduled monthly city contributions to VEBA, with the method of payment of the City's choosing. Conversion statements will be provided to an employee by the City for each payroll cycle that a payment is made to the employee's VEBA account. Complete VEBA statements are provided to the employee by HRA-VEBA.

Payment for Overtime. If an employee is paid in cash for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon termination of employment or death of the employee, then the unused compensatory time will be paid to the employee or heirs, whichever the case may be, at the higher of; (a) the average regular rate earned by the employee during the last three (3) years of employment, or (b) the final regular rate earned by the employee. If the law which controls payment of compensatory time changes, the parties agree to open negotiations on this provision.

D. Employees required to participate in any teaching activities during off duty shift hours, shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meeting during off-duty hours shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

E. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

F. Assignment of Overtime. When overtime opportunities or shift vacancies are created, they will be filled by seniority among bargaining unit personnel under the following conditions:

1. The City will provide employees notice of overtime opportunities. The City will generally provide notification through a centralized electronic communication system. This does not preclude the City from directly contacting employees when necessary. Electronic communications will occur during the hours of 6:00 am and 10:00 pm, with the exception of unforeseeable circumstances. The City will make best efforts to hold over or extend shifts prior to calling in overtime.

2. Shift Continuation: When an overtime need exists, and the start time is a continuation of the present shift, as set forth by Article 21, the overtime will first be offered to on duty bargaining unit members. If not filled, the overtime will then be offered to off duty bargaining unit members. If not then filled, overtime assignments may be offered to Sergeants, Lieutenants, or Captains prior to assigning the overtime to the least senior on duty bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority.

3. Overtime Assignment: When an overtime need exists and the start time is within four (4) hours, the assignment of overtime will be offered to bargaining unit members by seniority. Overtime assignments may be offered to Sergeants, Lieutenants, and Captains prior to assigning the overtime to the least senior bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority.

4. Bargaining unit members will have one (1) hour to respond to an overtime callout if the need is less than four (4) hours away.

5. Bargaining unit members will have two (2) hours to respond to an overtime call out if the need is more than 4 hours away and less than 24 hours.

6. Bargaining unit members will have four (4) hours to respond to an overtime callout if the need is more than twenty-four (24) hours away.

7. Overtime needs with a start time more than seventy-two (72) hours away, shall be posted electronically. Bidding closes at 72 hours prior to the posted start time. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours before the start of the shift.

8. The member doing the bumping must contact a supervisor to change the schedule.

9. If a member accepts overtime and later decides to decline the accepted overtime, the member must contact a supervisor to remove them from the schedule at least seventy-two (72) hours before the scheduled shift commences. If within seventy-two (72) hours before the scheduled shift commences the employee who accepted the overtime assignment decides not to accept the overtime, it is the employee's responsibility to find a suitable replacement. However, members who are unable to perform their duties due to health related reasons under Article 26 or an emergency situation and call in to report their absence, then the supervisor will find a replacement.

ARTICLE 21 – CALL IN TIME

Whenever an employee is called back to work, the employee shall be paid at the overtime rate (Article 20(C)) with a minimum of four (4) hours for each call back at the overtime rate.

On a scheduled workday this minimum shall not apply if the call back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift.

Except in an emergency, an employee shall be released from duty immediately upon cessation of the event that required the call back.

ARTICLE 22 – COURT APPEARANCES

Call back for a court appearance is to be compensated at the overtime rate (Article 20(c)) for a minimum of four (4) hours. This minimum shall not apply if the court appearance begins one (1) hour or less before the start or after the end of the employee's regular shift.

Except in an emergency, an employee shall be released from duty immediately upon cessation of his/her need to attend specific court appearance which required the call back.

ARTICLE 23 – JURY DUTY

A. In the event any employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive the employee's regular compensation for any regularly scheduled working hours spent in actual performance of such service Employees who are released from jury service or who complete such service are required to promptly notify their supervisor for assignment for the remainder of his/her workday and/or subsequent shifts.

B. Any monies received by the employee from the Court for the performance of jury duty, shall be given to the City.

ARTICLE 24 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City agrees to participate in the Oregon State Public Employees Retirement System (PERS) to pay the City's amount required into each employee's PERS account. The City shall "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System as authorized under ORS 238.205. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "pick up" or paid by the City or behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 283.005 (8) for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of

employee contributions required to be contributed pursuant to ORS 283.200 to 238.220. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to ORS 238.200 and shall be considered to be employee contributions for the purpose of ORS 238.005 to 238.480.

ARTICLE 25 – INSURANCE

A. Medical Insurance

Effective March 2016 (in the 2nd pay period), the City shall pay ninety percent (90%) of the cost of premiums for medical insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions 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 comparable.

The City and the CCPOA agree to meet on a yearly basis to review the medical/dental coverage and their associated costs to help find ways to lower and or reduce costs of future increases.

Dental Insurance.

Effective March 2016 (in the 2nd pay period), the City shall pay ninety percent (90%) of the cost of premiums for dental insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions 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 comparable.

B. The City shall provide a $50,000 life insurance plan for each Police Officer, a $30,000 life insurance plan for Community Service Officer and Records Clerk. In addition, the City shall provide $2,000 coverage for spouses and dependents of all employees.

C. The City shall continue to provide long-term disability (LTD) plan for all employees covered by this Agreement. The LTD plan shall provide a benefit of 50% of wages up to $4,000/mo. for each member (pro-rated for part-time employees).

D. The City shall provide false arrest, liability and malicious prosecution insurance covering all employees coming under the terms of this Agreement.

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

F. Voluntary Employee Beneficiary Account (VEBA): Effective January 1, 2007, the City will establish a VEBA for the employees covered under this Agreement. Contributions to individual employee VEBA accounts shall be made in accordance with the terms of this

Agreement, as authorized by Internal Revenue Code Section 501(c)(9). The City shall contribute $25 per employee per month into employee's VEBA.

G. Legal Defense Plan: For Sworn Officers, the City will contribute towards the PORAC Legal Defense Plan that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of his or her duty as duty as an employee for the City.

   a. Effective the month following execution of this agreement, the City will contribute up to $4.50 toward the premium for each sworn officer paid by reimbursement of invoice provided by the Union for the "PORAC" Plan. Invoices by the Union may be quarterly.

   b. The Union will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.

   c. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and the member.

ARTICLE 26 - SICK LEAVE

A. Sick Leave Accrual. Employees shall accrue sick leave at the rate of eight (8) hours per month worked for a total of ninety-six (96) hours accumulated per calendar year. There shall be a maximum of one-thousand (1,000) hours of accumulated sick leave. Accumulated sick leave beyond maximum accrual of one-thousand (1,000) hours shall be converted to a monetary amount and then transferred to the employee's VEBA.

   The employee may use his/her accumulated sick leave in the event of personal illness or injury; a medical condition which disables the employee; a medical condition which disables a member of the employee's immediate family; absences due to fatigue as defined in Article 27; or other uses as authorized by applicable law.

B. An employee's immediate family shall be defined as parent, child, spouse or Registered domestic partners, as provided by ORS 106.300, consistent with OFLA/FMLA.

C. The City will participate in the PERS Sick Leave Conversion Program in accordance with the provision of ORS 238.350.

D. Conversion. For each quarter in which no sick leave is used, an employee may convert eight (8) hours of sick leave into vacation time. Quarters are periods defined as follows:

First quarter: July 1, through September
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 will be credited at the end of each quarter. Employees converting sick leave to vacation must have a minimum accrual of eighty-eight (88) hours of sick leave before being eligible to convert eight (8) hours to vacation.

Donation of Sick Leave. An employee may make a one-time, voluntary donation of sixteen (16) hours or less, each fiscal year of accrued but unused vacation, sick or compensatory time hours to another employee when the following criteria are met:

1. The donor employee must have forty-eight (48) hours of accrued, unused vacation, sick or compensatory time prior to the donation.

2. The donor employee must voluntarily donate the hours and sign a waiver stating that the donation is voluntary and that the employee waives any right to any pay or time off for the volunteered hours;

3. The donating employee will receive no payment for the donated time; donated leave is forfeited.

4. The waiver must be signed by the donor employee and must be approved by the donor employees supervising officer(s) and the Human Resources Department;

5. The employee to whom the time is donated must have exhausted all of his/her accrued, vacation, sick leave, holiday in lieu and compensatory time accruals and have documented need of sick leave;

6. The employee receiving the donation will receive the hours of time off and donation of hours cannot be reversed, once approved as described above. Donated time shall be converted on an hour for hour basis; for example, Donor employee voluntarily donates sixteen (16) hours of vacation, sick or compensatory, the employee receiving the donation is credited with sixteen (16) hours of sick leave.

E. Sick Leave Verification. An employee may be required to submit a doctor's certificate or other adequate proof of eligibility for sick leave from an employee's doctor or health care professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays or whenever the City can articulate a good faith concern (e.g., questionable patterns of absence, suspicious explanations, etc.) regarding employee's eligibility to receive sick leave. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket costs billed by the doctor or

health care professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee's immediate family members consistent with applicable law.

ARTICLE 27 - SLEEP DEPRIVATION AND/OR FATIGUE

The City and the Union recognize that an employee who is overly fatigued from the lack of sleep is not physically or mentally alert enough to work in the field. The City and the Union also recognize that officers, particularly officers assigned to the First Shift (graveyard shift), are subject to circumstances that reduce the officer's ability to get adequate sleep in preparation for working the officer's next shift. These circumstances include court appearances, DMV and/or other administrative hearings, required training or requested meetings with other criminal justice agencies.

In such cases, if an officer has not received at least ten (10) hours off work between his/her regular shift and other work-related activity (e.g., court appearances, etc.) and feels overly fatigue:

1. The officer can request to not work his/her next shift due to fatigue because of inadequate sleep due to conditions or circumstances beyond his/her control.

2. Such officers will be required to submit a Leave Request form and can use any of his/her accrued time-off benefits, including sick leave.

3. Such leave will be granted, if the employee would be required to report for work with less than ten (10) hours off between his/her regular shift and is fatigued, even if it required overtime by another employee.

ARTICLE 28 - BEREAVEMENT AND FAMILY MEDICAL LEAVE

A. Bereavement Leave. An employee shall be granted a special paid funeral leave of absence not to exceed 40 hours in the event of a death in the immediate family. This special leave shall not be charged against sick leave, vacation time, or any other accrued leave bank. Leave under this section is concurrent with any leaves provided by OFLA.

B. Extension. Upon approval of the Police Chief, an employee may draw upon, at the employee's discretion, accrued vacation, in lieu of holiday or compensatory time for additional special leave time.

C. Definition of Immediate Family. For the purposes of this Article, an employee's "immediate family" is defined to include the employee's spouse, and the employee and spouse's grandparents, parents, step-parents, guardian, siblings, step-siblings, children, step-children, grandchildren, "domestic partners" and any relative residing in the employee's immediate household.

A domestic partner is limited to Registered Domestic Partners under ORS 106.300 et seq.

D. Family Medical Leave. The City will comply with the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Eligible employees who are absent from work for FMLA and/or OFLA qualifying reasons, but are not eligible to receive sick leave benefits will be paid accrued vacation and holiday pay for their absences. In the event an employee does not specify whether he/she prefers to utilize vacation or holiday pay, holiday pay shall be utilized first, then vacation pay. In the event holiday and vacation leave banks are depleted, an employee may, at his/her option, utilize compensatory leave. When an employee is on a leave that is covered by both FMLA and OFLA, such leaves will run concurrently.

E. Employees who are eligible for FMLA or OFLA leave shall continue to receive medical, dental, disability and life insurance benefits during the time they are on such leave. Following the expiration of the FMLA and/or OFLA leave entitlement period, such insurance benefits will continue to be provided as long as the employee continues to have his/her leave charged against paid leave banks (holiday, vacation, sick leave and compensatory time).

ARTICLE 29 - CLOTHING, EQUIPMENT AND TRAINING ALLOWANCES

The City shall purchase and/or provide uniforms for Police Officers and Community Service Officers covered by this Agreement. Effective upon execution, new employees will be provided a duty handgun and rifle.

A. The Police Officers (including Detectives) and Community Service Officers who are required to have and maintain a uniform shall receive the sum of four-hundred dollars ($400) annually, subject to applicable withholdings. This money is use for the purchase and/or maintenance of equipment not provided by the City, or for training, and uniform upkeep.

The City will reimburse up to $150 as needed for replacement or repair of worn footwear for uniform officers. Footwear must be of approved quality and manufacturer. Reimbursement requires a receipt. Footwear purchased under reimbursement is for duty use only.

B. The City shall issue a separate check to employees during the month of July for the above allowance. Deductions shall be made based on current State and/or Federal Law.

C. The City shall provide sworn employees with either a vest rated at Threat Level IIA or Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently five year). So long as the vest satisfies the required threat level, the City shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a sworn employee wants a vest not selected or approved by the City, it shall be the employee's responsibility to pay any differences beyond what the City will pay.

D. The City agrees to repair or replace an employee's personal property (uniform, non-uniform clothing) or equipment which is lost, damaged, stolen or worn beyond usable or safe operating quality in the line of duty except if such is due to negligent employee performance

ARTICLE 30 - HOLIDAYS IN LIEU OF HOLIDAYS

A. In lieu of holidays, all employees engaged in continuous operations (sworn police officers and special assignment police officers) shall accrue 3.69 hours per pay period for each full pay period worked. Holiday accrual shall be maintained in an account that is separate from vacation accrual. There shall be a maximum accumulation of eighty (80) hours of in lieu of holiday time at any one time for each employee, thereafter there is no more accrual.

The employee may elect to take the credit as vacation time off at a time mutually agreeable to the supervisor and employee, or receive straight time pay in lieu of time off. Election of payment method shall be made no later than the last day of each quarter (September 30, December 31, March 31 and June 30), beginning with fiscal year July 1 1993.

B. All employees not engaged in continuous operations shall be entitled to two (2) personal leave days plus the following holidays:

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

Christmas Day.....December 25

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

Any non-continuous regular employee who may be requested to work on a holiday shall be either paid compensation at one and one half (1 ½) times the regular straight time wages for hours worked or by mutual agreement, may receive compensatory time off in lieu of overtime payments.

ARTICLE 31 - VACATIONS

A. All regular full-time employees shall accrue vacation time at the following rates:

Less than 3 years	80 working hours annually
More than 3, less than 5	96 working hours annually
More than 5, less than 8	120 working hours annually
More than 8, less than 11	160 working hours annually
More than 11, less than 15	176 working hours annually
More than 15	200 working hours annually

B. Vacations shall be approved by the City or his/her designee. Employees shall give ten (10) days advance notice of any request for vacation. Consideration will continue to be given to the employee's seniority by job classification, requests by the employee and work requirements facing the Department.

C. New employees shall not earn vacation leave during their first six (6) months of employment. However, if any employee completes six (6) months of employment, he/she will be credited with vacation benefits retroactively to his/her date of hire. If for any reason prior to the completion of six (6) months continuous service with the City such employee is terminated or otherwise leaves the City's employment, he/she shall be credited with no vacation time.

D. Vacation time shall not be used in periods of less than (2) hours.

E. Vacation time will normally be taken within one (1) year of the time earned and normally may be accumulated to a maximum of three hundred sixty (360) hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday leave so that the employee who is about to lose vacation credit because of accrual limitations shall be given adequate advance notice by the City of such potential loss of future accruals. To avoid any loss, the employee shall give the City ten (10) days prior notice of the employee's choice of those days to be taken off. The employee shall be allowed to use excess vacation leave on those selected days unless there is a substantial

inconvenience to the City, in which case the City and the employee shall mutually agree to a rescheduling of the threatened leave. Employees may "sell back" for cash payment two (2) times a fiscal year, up to 16 hours, per sell back. An employee may also, within the same 2 times per year, sell back up to an additional annual maximum of eighty (80) hours of accrued vacation time, provided the employee requests at the same time, an equivalent amount of vacation time off to be taken within the next 90 days. For the purposes of this section, employees are required to take the scheduled vacation.

To be eligible for the additional 80 hours of "sell-back," an employee must retain an accrual of a minimum of forty (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 thirty (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.

F. Employees who have completed six (6) months continuous service and who terminate, for any reason, their services with the department, shall receive any unused vacation pay upon their termination.

ARTICLE 32 – PRODUCTIVITY

The parties recognize that delivery of essential municipal services in an effective and efficient manner is of paramount importance and interest to the City. In return to the City for the wages and conditions contained herein and consistent with the principle of a fair day's work for a fair day's pay, as defined in the West Linn Police Department Policy and Procedure's Manual, the employees pledge their agreement to maintain a high level of employee performance and efficiency in performing their services for the City.

ARTICLE 33 - LIMITATIONS AND RESPONSIBILITIES

The Union recognizes the City as the duly elected representative of the people and agrees to negotiate only with the City through the negotiating agent or agent officially designated by the City to act on its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Council member, administrator or other person or persons.

The City recognizes the Union as the duly elected representative of the employees covered by this Agreement and agrees to negotiate only with the Union through its negotiating agent or agents officially designated by the Union to act on behalf of the employees.

The City agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any employee covered by this Agreement.

ARTICLE 34 - WAIVER AND SCOPE OF BARGAINING

A. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters in "employment relations," as defined by ORS 243.650(7).

   This contract incorporates the sole and complete agreement between the City and the Union resulting from these negotiations. The Union agrees that the City has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below.

B. Past Practices. The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretative decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

   1. The employer is not limited, confined, or restricted by past practice, rule, custom or regulation in making changes in policies, procedures, rules and regulations to carry out the mission of the City.

   2. However, this Article shall not be interpreted to restrict the Union's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

      In the case of disagreement between the parties, the Employment Relations Board shall make the decision under the subsection as to whether the City is compelled to negotiate under State law.

   3. The City will provide notice of changes in existing conditions as applicable under ORS 243.698.

C. Union Officers. The Union shall notify the City Manager in writing no later than the first of July of each calendar year of the names of all officers of the Union. In the event of a vacancy of any official position of this Union, the Union will notify the City Manager in writing of the name(s) of the new officer(s) within ten (10) days after the vacancy is filled.

ARTICLE 35 - SAVINGS CLAUSE

Should any Article, section or portion of this Agreement be held unlawful, invalid or unenforceable by any court of competent jurisdiction or by the Employment Relations Board of the State of Oregon, such decision of said court or board shall apply only to the specific Article, section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if any, for the invalid Article, section or portion thereof.

ARTICLE 36

(This article is intentionally left blank)

ARTICLE 37 - WORKERS' COMPENSATION

A. City Provision. The City shall provide workers' compensation insurance as required by State law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in conformance with Oregon law, and nothing in this Article is intended to diminish those benefits and rights.

B. Workers' Compensation Leave.

First 90 Days: During the first ninety (90) days of an employee's absence due to a compensable injury or illness, the City shall issue a check in lieu of wages in an amount which is the difference between workers' compensation payments and the employee's regular straight time net wages. Regular straight time net wages are defined as the employee's normal and regularly scheduled hours and does not include overtime hours.

The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS contributions. The PERS contribution calculation is limited to the value paid by the City as the supplement.

Period Between Ninety (90) Days and One (1) Year:

If an employee is continued on an accepted worker's compensation claim and on leave, the employee, at their option, may use accrued leave banks to supplement the difference between workers' compensation payments and the employee's regular straight time net wages for up to one year from the accident incident date. The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS contributions, when using accrued leaves. The PERS

contribution calculation is limited to the value paid on the accrued leaves. Should an employee not have adequate accrued paid leave in an amount which can provide this supplement, or should an employee exhaust their paid leaves, the employee shall cease accruing paid leaves and benefits, with the exception of health insurance.

Health Insurance Cost Share Premium Contributions:

During the period of the first 90 days, the City will deduct the employee's insurance cost share premium contribution through payroll deduction from any payments made to the employee.

During the period after 90 days and if the employee has accrued paid leaves, the City will deduct the employee's insurance cost share premium contribution through payroll deduction using accrued leaves.

If an employee has exhausted all paid leaves, the employee will be responsible to remit to the City payment for cost-share on insurance premiums. Employees who do not receive the 90-day gap payment or elect not to use paid leaves, are responsible to remit to the City payment for cost-share on insurance premiums. Any balances due upon a return to work will be deducted through payroll deduction. The City shall comply with laws governing the rights of employees who suffer workers compensation injuries and illnesses.

In the event the workers' compensation insurance carrier has not made a determination of whether or not an illness or injury is compensable in the first thirty (30) days following the date of injury, the City shall make substantial efforts to have the carrier make a determination as soon as possible.

C. The employee shall return all City-owned property at the request of the City.

D. Period Following One (1) year. Following twelve (12) months of being unable to work due to a compensable injury or illness, an employee shall have the option of receiving the cash equivalent for all accrued paid leaves, if any, or retaining those accruals with the cash out options provided elsewhere in this Agreement. After twelve (12) months the employee will no longer accrue paid leaves, benefits or seniority. The City will continue to offer group health insurance to the employee consistent with law.

E. General Provisions. An employee who is not working due to a compensable injury or illness shall receive any general salary adjustments based on this Union Agreement and is eligible for any salary step increases pursuant to Article 17. An employee who was absent due to a compensable injury or illness for over six (6) months of the review year under Article 17 will not receive a step increase unless determined otherwise by the Police Chief.

An employee who was absent less than six (6) months during the review year shall receive the step increase so long as his performance during the review year preceding the absence was satisfactory. An employee returning from a compensable injury or illness related absence shall retain all accruals of paid leave which were accrued before the absence and not exhausted or cashed out during the absence and shall retain the seniority accrued prior to being placed on unpaid leave.

ARTICLE 38 - USE OF ALCOHOL AND DRUGS

Section A. Clackamas County Police Officers' Association (CCPOA) and the City of West Linn recognize a responsibility to the citizens of West Linn and the City's employees to maintain safe and productive working conditions.

Section B. To aid in the accomplishment of this goal, the following conduct is prohibited:

1. Buying, selling or possessing for the purpose of buying or selling a controlled substance, including marijuana, while on City property or in City vehicles or equipment, or during work hours, including rest and meal periods.

2. Being at work under the influence of alcoholic intoxicants (defined as a blood alcohol content that reaches or exceeds .01% by weight of alcohol in the blood).

3. Possession of, or providing any controlled substance, including marijuana (but excluding any substance lawfully prescribed for the employee's use which is not being abused and has not been obtained for the purpose of abuse) or consuming alcoholic intoxicants while on City property or in City vehicles or equipment at any time during work hours, including rest and meal periods.

4. Being at work under the influence of any controlled substance, including marijuana, and/or having such substances present in the body (excluding any substance lawfully prescribed for the employee's use which is not being abused and has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time or during work hours, including rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests positive in any blood or urine test administered.

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

Section C. Under the Influence. A person is considered "under the influence" of a controlled substance including marijuana or alcoholic intoxicants if he or she tests positive as described in Section "D" – Testing.

Section D. Testing.

1. Where there is reasonable suspicion that an employee is under the influence as defined above, where an employee is involved in an accident or other incident where reasonable safety precautions appear to have been ignored the employee may be required to consent to blood or urine testing for the presence of drugs or alcohol.

2. A person is considered to have tested positive if he or she exceeds the cut off levels for drugs as set by the Department of Health and Human Services at the time of testing. (See Appendix for standard in effect at the time of the execution of this Agreement.) If the Department of Health and Human Services standards change, the parties agree to the definition of the revised cutoff levels at the time of testing.

   A person is considered under the influence of alcoholic intoxicants when the blood alcohol content reaches or exceeds .01% by weight of alcohol in the blood at the time of testing.

   The City shall pay for the cost of the tests. A refusal to consent and promptly submit to such testing made pursuant to this Article, as well as giving false, altered or deliberately diluted urine samples is grounds for termination.

3. For illegal drugs other than those which fall within one of the Department of Health and Human Services categories, any confirmed, reasonable amount of levels which are comparable to the Department of Health and Human Services levels, constitute a positive test result will result in the consequences explained in Section F below.

4. In the event that the test results are positive for a controlled substance, including marijuana, the City, at its expense, shall require that a second confirming test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in his or her body. The second confirming test must utilize the G.C./M.S. testing technique.

Section E. Discipline and Other Action. Prohibited conduct described in Section B(1) above, is grounds for termination. Prohibited conduct described in Section B(3) above, may result in discipline action up to and including termination. Prohibited conduct described in Section B(2) and B(4) shall result in action specified below in Section F.

Section F. Consequences of Test Results.

1. Test results which do not establish that the employee has engaged in prohibited conduct as described in Section B(2) and B(4) of this Article shall result in no

further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results, and all documents related to the incident shall be retained only by testing laboratory.

2. Employees who Report Dependencies and Seek Assistance *Before* Committing a Policy Violation – Rehabilitation

   The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence and/or adjusted working hours to allow for in-patient or out—patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

   The employee will not be permitted to work until such time as a SAP agrees that he/she:

   - Has been evaluated by a Substance Abuse Professional (SAP);
   - If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
   - Has a verified negative drug or alcohol test (as applicable).

   Moreover, in order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Last Chance Agreement required by the City. Any employee who violates the terms of the Agreement is subject to immediate termination. An employee may grieve whether or not he/she violated the Last Chance Agreement but not the agreement itself.

   The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, followed by vacation, holiday and compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions for the period they are on paid leave. Thereafter, employees may self-pay the insurance premium pursuant to COBRA.

   Any program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. It is the SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which he or she is assigned. An employee who has been returned to work under these provisions shall be subject to retesting at any time for one (1) year following return to work.

3. Employees who Report Dependencies and Seek Treatment *After* Committing a Policy Violation.

   a. Employees who violate the provisions of Section B(4) and who claim drug or alcohol dependencies after violating this Policy are subject to discharge, irrespective of such dependencies. The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discharge, provided the employee promptly complies with the terms and conditions set forth above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

      It is understood and agreed that the references to discipline and discharge set forth in this Policy and any Last Chance Agreements are not intended to supersede "just cause" requirements. The City continues to be bound by principles of "just cause," as well as due process obligations.

   b. If an employee is found to have violated the provisions of Section B(2) and who has not previously committed prohibited conduct specific in Section B(2), the employee immediately shall submit to an evaluation by a qualified professional in the area of substance abuse Substance Abuse Professional (SAP). The evaluator SAP will be selected by the City. This evaluation will be paid for by the City.

      The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) ; and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. This program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. If a program of treatment is recommended by the evaluator SAP, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall be grounds for immediate termination from employment. It is the evaluator's SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which he or she is assigned. An employee who has committed prohibited conduct specified in Section B(2) shall be subject to retesting at any time for one (1) year following return to work.

      If an employee previously has committed prohibited conduct specified in Section B(2), and subsequently is found to have committed such

prohibited conduct a second time within two (2) years, shall be subject to the provisions of F(3)(a) above.

Section G. Performance of Official Duties. The provisions of this article do not apply to an officer who is buying, selling or possessing drugs or alcohol in the official performance of his/her duties as approved by the Department.

APPENDIX TO ARTICLE 38 - USE OF ALCOHOL AND DRUGS

The initial test shall use an immunoassay which meets the requirements of the Federal Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Substance	Initial test level (ng/ml)
Marijuana metabolites	100
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine	25
Amphetamines	1000

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative analysis at the cutoff values listed in this paragraph of each drug.

Substance	Confirmatory test level (ng/ml)
Marijuana metabolites	15
Cocaine metabolites	150
Opiate metabolites :	
Morphine	300
Codeine	300
Phencyclidine Amphetamines:	
Amphetamine	500
Methamphetamine	500

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement shall be effective upon execution, and shall remain effective in full force and effect until June 30, 2018. This Agreement shall automatically reopen on the first day of February, 2018, for negotiations. If negotiations of a successor agreement are not concluded by July 1, 2018, this agreement shall automatically continue until such time as the successor agreement is concluded.

FOR THE CITY:

Don Otterman
Interim City Manager
Date: 3/17/16

FOR THE UNION:

Steve Steinberg,
Union Representative
Date: 3/17/16

APPENDIX A – SALARY SCHEDULE

City of West Linn

Listing of Clackamas County Police Officer Asssociation Salaries
Effective 7/1/2015 - 6/30/2016
Compensation Structure "B"

CCPOA - 2.30% increase effective 7/1/2015

Classification Title	Salary Grade	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist	B	CCPOA	*Hourly*	19.8292	20.8680	21.9985	23.2206	24.4427	25.7794
			Bi-weekly	1,586.34	1,669.44	1,759.88	1,857.65	1,955.42	2,062.35
			Annually	41,245	43,405	45,757	48,299	50,841	53,621
Animal Control Officer	C	CCPOA	*Hourly*	20.2416	21.3569	22.4950	23.7018	24.9851	26.3218
Code Enforcement Ofcr	C	CCPOA	*Bi-weekly*	1,619.33	1,708.55	1,799.60	1,896.14	1,998.81	2,105.74
Community Service Ofcr	C	CCPOA	*Annually*	42,103	44,422	46,790	49,300	51,969	54,749
Property/Evidence Tech	C	CCPOA							
Recruit		CCPOA	*Hourly*	25.5502					
			Bi-weekly	2,044.02					
			Annually	53,144					
Police Officer	F	CCPOA	*Hourly*	26.9252	28.3765	29.9194	31.5387	33.2498	35.0448
			Bi-weekly	2,154.02	2,270.12	2,393.55	2,523.10	2,659.98	2,803.58
			Annually	56,004	59,023	62,232	65,601	69,160	72,893

The hourly rate is based on the negotiated salary. Employees are regularly scheduled for 2080 hours per year.
Records Clerk title changed to Records Specialist in June 2015

City of West Linn

Listing of Clackamas County Police Officer Asssociation Salaries
Effective 7/1/2016 - 6/30/2017
Compensation Structure "B"

CCPOA - 1.50% increase effective 7/1/2016

Classification Title	Salary Grade	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist	B	CCPOA	*Hourly*	20.1266	21.1810	22.3285	23.5689	24.8094	26.1661
			Bi-weekly	1,610.13	1,694.48	1,786.28	1,885.51	1,984.75	2,093.29
			Annually	41,863	44,056	46,443	49,023	51,603	54,425
Animal Control Officer	C	CCPOA	*Hourly*	20.5453	21.6772	22.8324	24.0573	25.3598	26.7166
Code Enforcement Ofcr	C	CCPOA	*Bi-weekly*	1,643.62	1,734.18	1,826.59	1,924.59	2,028.79	2,137.33
Community Service Ofcr	C	CCPOA	*Annually*	42,734	45,089	47,491	50,039	52,748	55,571
Property/Evidence Tech	C	CCPOA							
Recruit		CCPOA	*Hourly*	25.9335					
			Bi-weekly	2,074.68					
			Annually	53,942					
Police Officer	F	CCPOA	*Hourly*	27.3291	28.8022	30.3682	32.0118	33.7485	35.5705
			Bi-weekly	2,186.33	2,304.17	2,429.45	2,560.94	2,699.88	2,845.64
			Annually	56,844	59,908	63,166	66,585	70,197	73,987

The hourly rate is based on the negotiated salary. Employees are regularly scheduled for 2080 hours per year.
Records Clerk title changed to Records Specialist in June 2015

APPENDIX B – MOU 5-24-2013

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and between the City of West Linn (City) and the Clackamas County Peace Officers Association (Association).

RECITALS:

WHEREAS, the Association has filed a grievance on April 9, 2013 alleging that the City violated Article 7. B. of the current Collective Bargaining Agreement (Agreement) when it permitted a part-time employee working in the position of a Training/Emergency Management Specialist to assist at a crime scene investigation (West Linn Police Department Case #13-0389) on March 20, 2013;

WHEREAS, the parties agree that this dispute presents an opportunity for clarification of the duties and responsibilities of the part-time Training/Emergency Management Specialist position. These duties and responsibilities are defined in the job description. In addition this MOA will clarify the circumstances under which the part-time Training/Emergency Management Specialist may be used to assist at a crime scene investigation and the parties have reached agreement on those terms;

TERMS AND CONDITIONS:

NOW THEREFORE, the parties agree as follows:

1. Individual currently filling the position of Training/Emergency Management Specialist will be limited to the performance of the following duties at crime scene investigations as set forth in Sections 2 through 5, below.

2. He/she shall not self-dispatch to a crime scene or potential crime scene or respond to such scenes without a request, from the Detective Sergeant or the lead person at the scene, if the Detective Sergeant is unavailable.

3. His/her role at crime scenes or potential crime scenes will be advisory in nature and shall consist of providing assistance and mentoring to the CSO/Evidence Property Technician in complex cases or cases in which there are evidentiary issues or concerns that are unfamiliar to the CSO/Evidence Property Technician.

4. He/she will not respond to crime scenes or potential crime scenes in lieu of any member of the West Linn Police Department.

5. He/she will not be on-call for crime scene work and will not be part of the Interagency Major Crimes Team.

6. This Memorandum of Agreement is not intended to establish a precedent or practice that extends beyond the terms set forth above. This Memorandum of Agreement is not intended to prejudice or in any way affect the right of either party to insist on its own interpretation of Article 7. B of the Agreement in any subsequent grievance or legal proceeding.

By signing below the parties agree that the above terms fully resolve the pending grievance referenced in the Recital Section of this Memorandum of Agreement and constitute the entire agreement between the parties. The Association further agrees to promptly withdraw the grievance.

FOR THE CITY OF WEST LINN:

Signature 5/28/2013 *Date*

FOR THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION:

N Amendola 3146 *Signature* 05/24/13 *Date*

APPENDIX C – MOU 1-8-2014

MEMORANDUM OF UNDERSTANDING

Between City of West Linn

And

Clackamas County Peace Officers Association

The following is a Memorandum of Understanding (MOU) between West Linn (City) and the Clackamas County Peace Officers' Association (CCPOA). The City and CCPOA are parties to a collective bargaining agreement currently in effect (the Agreement).

The following agreement is entered into as resolution to a grievance initiated on or about 25-November 2013 by the CCPOA, regarding the assignment of overtime. The following agreement is entered into as a resolution to the Demand to Bargain filed on 26-November 2013, regarding the West Linn Municipal Court Bailiff position.

The parties agree to the following;

The City will pay Officer Taylor Neil the rate of one hour of overtime.

The City will make every reasonable attempt to hire and retain a "backup" bailiff employee who meets the applicable DPSST requirements in the event the primary Bailiff is unable to attend to his/her duties.

In the event the need arises for West Linn Police Officers to backfill for the Bailiff position, the City shall first offer the job duties to all off-duty personnel, following the hierarchy of the seniority list. The Officer will be paid a minimum four (4) hour call back per WLPD-CCPOA contract. In the event an off duty officer is unable to be secured for the Bailiff duties, the City may then assign an on-duty officer if such assignment does not take patrol levels below the minimum staffing levels. If it is anticipated that the detail will incur overtime, the assignment will first be offered on a seniority basis.

Entered into agreement on 01-08-14.

For the City

Terry A. Timeus

Terry Timeus

For the CCPOA

Stephen Steinberg, President

Memorandum of Agreement
City of West Linn
&
Clackamas County Police Officers' Association
West Linn Bargaining Unit

Modification of Article 26, Sick Leave and
VEBA contribution increase

Whereas, the City of West Linn and Clackamas County Police Officers' Association are parties to a collective bargaining agreement (CBA) and enter into the following agreement to adjust the VEBA contribution in Article 25 and change a current contract provision related to Article 26, Sick Leave, due to legislative change resulting from the new Oregon Paid Sick Leave statutes.

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Article 26, Sick Leave, Section D will be modified as follows:

~~D. Conversion. For each quarter in which no sick leave is used, an employee may convert eight (8) hours of sick leave into vacation time. Quarters are periods defined as follows:~~

~~First quarter: July 1, through September~~
~~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 will be credited at the end of each quarter. Employees converting sick leave to vacation must have a minimum accrual of eighty-eight (88) hours of sick leave before being eligible to convert eight (8) hours to vacation.~~ *(sick leave conversion will be discontinued effective January 1, 2017)*

D. Donation of Sick Leave. An employee may make a one-time, voluntary donation of sixteen (16) hours or less, each fiscal year of accrued but unused vacation, sick or compensatory time hours to another employee when the following criteria are met:

1. The donor employee must have forty-eight (48) hours of accrued, unused vacation, sick or compensatory time prior to the donation.

2. The donor employee must voluntarily donate the hours and sign a waiver stating that the donation is voluntary and that the employee waives any right to any pay or time off for the volunteered hours;

3. The donating employee will receive no payment for the donated time; donated leave is forfeited.

4. The waiver must be signed by the donor employee and must be approved by the donor employees supervising officer(s) and the Human Resources Department;

5. The employee to whom the time is donated must have exhausted all of his/her accrued, vacation, sick leave, holiday in lieu and compensatory time accruals and have documented need of sick leave;

6. The employee receiving the donation will receive the hours of time off and donation of hours cannot be reversed, once approved as described above. Donated time shall be converted on an hour for hour basis; for example, Donor employee voluntarily donates sixteen (16) hours of vacation, sick or compensatory, the employee receiving the donation is credited with sixteen (16) hours of sick leave.

2. Article 25, Section F: The City $25 VEBA contribution will be changed to $35 per month.

3. The contract changes will occur on January 1, 2017.

4. Disputes under this agreement are governed by the collective bargaining agreement.

5. This agreement sets no precedent beyond the terms set forth herein.

6. In the event a sick leave incentive program, similar to the one deleted herein, is later determined to be lawful by either an Oregon Court or BOLI ruling, the Association may demand to bargain reintegration of the deleted program, subject to ORS 243.698 (expedited bargaining). Parties acknowledge the quid pro quo exchange provided in this agreement.

7. This agreement is effective upon signatures below and is not subject to ratification by the respective constituent parties.

Execution of this agreement is upon signatures of all parties below:

For the Association:

Steve Steinberg Digitally signed by Steve Steinberg DN: cn=Steve Steinberg, o, ou=CCPOA, email=president@clackamascountypoa.com, c=US Date: 2016.12.26 13:33:29 -08'00'

Steve Steinberg
President 122616
Date: _____

For the City:

Eileen Stein

Eileen Stein
City Manager
Date: 1-3-17

MEMORANDUM OF UNDERSTANDING
WLPD Policy: Vehicle Tracking Systems

Introduction: Vehicle tracking systems using Global Positioning System (GPS) are commonplace within law enforcement operations used for operational efficiencies, safety, and other related business needs. These systems provide a sophisticated range of information, which offers significant benefits for law enforcement operations.

Purpose: The purpose of this policy is to identify the use of vehicle tracking systems as related to data retention, data review and public records requests.

Practice:

Vehicle tracking systems record the movement of vehicles. The data can be live or stored for future use. The parties agree that GPS locations and speeds can be inaccurate at times. Vehicle tracking systems are intended as tools for staff or as used by third party agencies.

WLPD may use vehicle tracking system information to manage operations and allocate resources. The system data may be presented live in WLPD facilities or accessed by personnel for operational need. There should be no expectation of privacy in the location of a City vehicle.

WLPD Command staff and supervisors may review real time and historical vehicle tracking system records for investigative purposes when they have an articulable basis for inquiry.

Data Retention and Public Records:

The parties understand the vehicle tracking system information and data is maintained externally by third party public agencies. Data is currently held by CCOM and WCCA for a period of up to 36 months.

The parties understand that CCOM and WCCA will forward any public records requests to WLPD for matters involving a WLPD employee. In the event WLPD is made aware of a public records request seeking information involving a WLPD bargaining unit member, Department will provide timely notice to the Employee and Association.

07.29.18

C.C.P.O.A.
Stephen Steinberg, President

07-31-18

W.L.P.D.

Memorandum of Understanding

This Memorandum of Agreement is entered into by and between the City of West Linn ("City") and the Clackamas County Peace Officer's Association ("Association").

Whereas, The City of West Linn and the Clackamas County Peace Officers Association are parties to an existing collective bargaining agreement. Due to resent changes in the law, the parties seek to modify Article 6, Dues and Payroll Deductions.

The parties agree as follows:

1. Article 6 will be revised as follows:

Article 6 – ~~Fair Share~~/Dues and Payroll Deductions

~~A. The City and Association agree to a "Fair Share" agreement for all employees covered by this Agreement.~~

~~B.~~ The City and Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services.

~~C.~~ All employees covered under the terms of this Agreement may voluntarily join the Association as a member. The City agrees to deduct each month the dues, fees, costs, charges, assessments, and voluntary payments in the amounts determined by the Association from the compensation of those employees who individually authorize such deductions in writing to the City. Such authorization shall be terminable upon such notice as is specified in the authorization.

The Association shall certify to the City the amount of dues, fess costs, charges, assessments, and voluntary payments approved by the members of the Association. The aggregate deduction shall be remitted to the Association monthly, no later than ten (10) days after the payday on which the employee deductions are made. (*note: moved from below*)

The City will not be held liable for check-off errors but will make proper adjustments with the Association for check off errors as soon as it is practicable. *(from below)*
The Association will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

~~The Association has certified to the City that a vote for this "Fair Share" agreement has been conducted amongst the employees covered by this Agreement, and that a majority of those voting have voted in favor of this "Fair Share" agreement. Employees covered by this Agreement who are not a member or choose not to remain a member of the Association shall proportionately and fairly share in the cost of collective bargaining by the Association.~~

~~The amount of "Fair Share in lieu of dues" to be paid by non-members of the Association shall be equivalent to the amount of dues uniformly required of each member of the Association.~~

~~D. The Association shall certify to the City the amount of dues approved by the members of the Association.~~ (*moved above*) ~~The City agrees it will deduct from each employee's monthly wages a Association member's dues and non-members "Fair Share in lieu of dues." The monthly deduction of dues and "Fair Share in lieu of dues" shall be remitted monthly to the Treasurer of the Association.~~

~~Employees who are members of the Association shall execute a written authorization authorizing the City to deduct monthly dues from the employee's wages. A copy of the written authorization shall be provided to the City by the Association.~~ *(note: concept moved to above)*

~~E. 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 Association of the objection. The employee will meet with representatives of the City and Association and establish a mutual, satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.~~

~~F. The City, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the City, will deduct Association initiation fees and Association dues from the wages of such employee. The amount to be deducted shall be certified in writing to the City by the Association. The aggregate deduction shall be remitted to the Association monthly, no later than ten (10) days after the payday on which the employee deductions are made.~~ (*note: moved above)* ~~The Association shall give the City thirty (30) days' notice of any change in the amount to be deducted for a Association member's dues and non-members "Fair Share in lieu of dues."~~

~~G. The City will not be held liable for check-off errors, nor will the City assume any liability for the amount or disposition of "Fair Share" but will make proper adjustments with the Association for check off errors as soon as it is practicable.~~ *(concept moved above)*

2. This revision will be considered part of the 2016-2020 collective bargaining agreement. The term of this agreement will defer to the Article 39, Term of Agreement as extended to June 30, 2020.

3. This agreement is effective upon execution and does not require ratification.

FOR CCPOA:

Stephen Steinberg, President CCPOA — **Date** 08.16.18

FOR CITY OF WEST LINN:

Elissa Preston

Elissa Preston, Human Resources Director — **Date** 8/20/18

MEMORANDUM OF AGREEMENT

Between

THE CITY OF WEST LINN
and
CLACKAMAS COUNTY PEACE OFFICERS ASSOCATION

(Article 17.B. Administration Plan)

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the City of West Linn ("City") Clackamas County Police Officers' Association ("CCPOA").

Whereas, the City and CCPOA are parties to a Collective Bargaining Agreement ("CBA") effective through June 30, 2020, and which provides a schedule for wage step advancements for lateral and recruit officers, and

Whereas, in January 2019, the City developed updated matrices that accelerated lateral and recruit officer advancement through the wage step schedule provided in the CBA, and

Whereas, in August 2019, CCPOA filed grievance 19-0815-JB-SER-WL related to the use of the updated wage matrices, and

Whereas, the City and CCPOA wish to modify the schedule for wage step advancements outlined in Article 17.B. of the CBA for lateral and recruit officers to aid in the recruiting and retention of such officers, and

Whereas, the City and CCPOA wish to fully and finally settle and resolve CCPOA Grievance 19-0815-JB-SER-WL and any and all other grievances, unfair labor practices and disputes related to the use of the updated wage scale matrices,

NOW THEREFORE, THE PARTIES AGREE as follows:

1. Effective retroactively to September 4, 2018, Article 17.B. Administration Plan is modified to read as follows:

    1. 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 or employee is exceptionally qualified, the Chief may cause the appointment to be made at a salary rate above the minimum, but not

more than the maximum within the budget limitation. At the discretion of the Chief, an employee may be accelerated to a higher step for outstanding performance. The Chief will provide a brief explanation of the basis of the increase if requested by the Association.

2. **Employees hired as a Recruit Officer will advance through the salary steps on the schedule and based on the benchmarks defined in "Attachment D (Recruit Officer Salary Scale)".**

3. **Employees hired as a Lateral Officer will advance through the salary steps on the schedule and based on the benchmarks defined in "Attachment E (Lateral Officer Salary Scale)".**

   ~~a. The second step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step one (1) as determined by the Police Chief.~~

   ~~b. The third step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step two (2) as determined by the Police Chief.~~

   ~~c. The fourth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step four (4) as determined by the Police Chief.~~

   ~~d. The fifth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step four (4) as determined by the Police Chief.~~

   ~~e. The sixth step is a rate at which an employee may advance following the completion of one (1) year satisfactory service in step five (5) as determined by the Police Chief.~~

2. The City has reviewed the application of Attachments D and E retroactive to September 4, 2018, and has confirmed the correct pay step placement and date of next pay step advancement for CCPOA represented employees consistent with Attachments D and E. See the attached "West Linn Pay Matrix Verification" table at Exhibit A.

3. This MOA shall be effective upon the last signature on this MOA.

4. This MOA serves as the full and final resolution to the CCPOA's Grievance 19-0815-JB-SER-WL. The CCPOA withdraws its Grievance 19-0815-JB-SER-WL with prejudice and releases the City from any and all other known grievances, claims, actions,

demands, unfair labor practice charges and causes of action held by the CCPOA related to the creation and implementation of the Recruit and Lateral Officer Salary Scale Matrices.

5. Disputes regarding the interpretation or application of this MOA are subject to the grievance provisions of the existing CBA.

6. Except as specifically provided in this MOA, all other terms and conditions of the CBA shall remain in full force and effect.

7. This MOA is considered part of the CBA. The term of this MOA will defer to the CBA at Article 39, Term of Agreement as extended through June 30, 2020.

FOR CLACKAMAS COUNTY
POLICE OFFICERS' ASSOCIATION:

STEVE STEINBERG, PRESIDENT,
DATE: 12.21.19

FOR THE CITY OF WEST LINN:

TERRY KRUGER, POLICE CHIEF
DATE: 12-23-19

MEMORANDUM OF AGREEMENT

Between

THE CITY OF WEST LINN
and
CLACKAMAS COUNTY PEACE OFFICERS ASSOCATION

(Article 17.B. Administration Plan)

Attachment D

WEST LINN POLICE DEPARTMENT
RECRUIT OFFICER SALARY SCALE

BENCHMARK	WAGE SCALE STEP	ESTIMATED TIME FOR PROGRESSION
New Hire No Experience	Recruit Entry Pay	HIRED DATE
DPSST Cert. or upon graduation from DPSST	Step One Entry Pay	FOUR (4) MONTHS (approx.)
FTEP completed, solo on Patrol	Step Two Pay	NINE (9) MONTHS (approx.)
Off probation	Step Three Pay	EIGHTEEN (18) MONTHS (approx.)
1 year off probation	Step Four Pay	2.5 YEARS (approx.)
2 years off probation	Step Five Pay	3.5 YEARS (approx.)
3 years off probation	Step Six Pay	4.5 YEARS (approx.)

MEMORANDUM OF AGREEMENT

Between

THE CITY OF WEST LINN
and
CLACKAMAS COUNTY PEACE OFFICERS ASSOCATION

(Article 17.B. Administration Plan)

Attachment E

WEST LINN POLICE DEPARTMENT
LATERAL OFFICER SALARY SCALE

BENCHMARK	WAGE SCALE STEP	YEARS OF LAW ENFORCEMENT EXPIENCE
NA		
NA		
NA		
2-year up to 3-year officer	Step Three Pay	New Hire; 2+ years experience
3-year up to 4-year officer	Step Four Pay	3+ years experience
4+ year officer	Step Five Pay	4+ years experience
4+ year officer and Off probation	Step Six Pay	5+ years experience

Exhibit A

WEST LINN PAY MATRIX VERIFICATION

NAME	DATE OF HIRE/YEARS OF SERVICE W/WLPD	PAY STEP ON 9-4-18	STEP CHANGES DUE PER MATRIX AFTER 9-4-18	ACTUAL PAY STEP CHANGES	CURRENT PAY STEP
John Huntsman	04/08/1996 (23+ yrs)	Step 6	N/A	N/A	Step 6
Nicholas Amendolara	07/15/1996 (23+ yrs)	Step 6	N/A	N/A	Step 6
Taylor Neil	03/29/2004 (15+ yrs)	Step 6	N/A	N/A	Step 6
Larry Redler	09/22/2004 (15+ yrs)	Step 6	N/A	N/A	Step 6
Jeffrey Mayer	03/01/2011 (8+ yrs)	Step 6	N/A	N/A	Step 6
Jeffrey Halvorson	12/29/2014 (4+ yrs)	Step 6	N/A	N/A	Step 6
Garrett Hoffman	03/23/2015 (4+ yrs)	Step 6	N/A	N/A	Step 6
Adam Simms	03/23/2015 (4+ yrs) (Off probation 9/23/16)	Step 5	9/23/19 – Step 6	3/23/19 – Step 6	Step 6
Catlin Blyth	09/19/2016 (3.1 yrs) (Off *probation 10/26/17*)	Step 3	10/26/18 – Step 4 10/26/19 – Step 5	9/19/18 – Step 4 9/19/19 – Step 5	Step 5
Glenn Howard	04/27/2017 (2.6 yrs) *(+ 7 yrs prior exp.)*	Step 6	N/A	N/A	Step 6
Dana Gunnarson -	08/28/2017 (2.1 yrs) *(+ 1 yr prior exp.)* (Off *probation 08/28/18*)	Step 4	8/28/19 – Step 5	8/29/19 – Step 5	Step 5

Sean Doran	01/22/2018 (1.7 yrs)	Step 1	10/28/18 – Step 2 (off FTEP) 07/23/19 – Step 3 (off Probation)	10/28/18 – Step 2 (off FTEP) 07/23/19 – Step 3 (off Probation	Step 3
Carolyn Eide -	05/14/2018 (1.4 yrs)	Step 1	03/17/19 – Step 2 (off FTEP)	03/17/19 – Step 2 (off FTEP)	Step 2 **Scheduled for Step 3 11/14/19 when off probation per Matrix*
Kyle Scott *(*To Step 4 after probation - pay equity with D. Gunnarson*)	08/06/2018 (1.2 yrs) (*+ 1 yr prior exp.*)	Step 1	11/23/18 – Step 2 (off FTEP)	11/23/18 – Step 2 (off FTEP)	Step 2
William Snell (Lateral w/3 yrs exp)	09/04/2018 (1.1 yrs)	Step 4 [Hired]	9/5/19 – Step 5 (lateral 4+ yrs)	9/5/19 – Step 5	Step 5
Hayden Eickmeyer	03/18/2019 (<1 yrs)	Not yet employed	8/10/19 – Step 1 (completed DPSST)	8/10/19 – Step 1 (completed DPSST)	Step 1
Matthew Goode	03/18/2019 (<1 yrs)	Not yet employed	8/10/19 – Step 1 (completed DPSST)	8/10/19 – Step 1 (completed DPSST)	Step 1
Jabral Johnson	03/18/2019 (<1 yrs)	Not yet employed	8/10/19 – Step 1 (completed DPSST)	8/10/19 – Step 1 (completed DPSST)	Step 1
Anthony Christensen (Lateral w/20 yrs exp)	08/12/2019 (0.2 Yrs)	Not yet employed	8/12/19 – hired at Step 5 (lateral with 4+ yrs)	8/12/19 – hired at Step 5 (lateral with 4+ yrs)	Step 5