

Memorandum of Agreement
City of West Linn
&
Clackamas County Peace Officers' Association
West Linn Bargaining Unit
9/80 Schedule for Non-Sworn Employees

Whereas, the City of West Linn and Clackamas County Peace Officers' Association are parties to a collective bargaining agreement (CBA) and enter into the following agreement to facilitate to establish a 9/80 schedule for non-sworn employees.

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

1. Article 19.B of the CBA will be modified as follows:

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.

Additionally, for non-sworn classifications, the City, and employee may mutually agree, that the employee work a schedule based on a 9/80 weekly work schedule comprising of four (4) nine (9) hour days and one 4 hour work day to complete the work week. A new work week would begin on the same day following the previous 4 hours followed by a week of four (4) nine (9) hour days followed by three (3) days off. The City will identify the work week period and the 4 hour/4 hour transition day when an employee is assigned to a 9/80 schedule. Any 9/80 schedule under this agreement is intended to result in a 40 hour work week and intended to not incur overtime obligations. The City may only assign this schedule by mutual agreement with the individual employee. The schedule can revert to a 5/8 or 4/10 schedule by either the City, or employee, giving at least 30 days' written notice to the other party. Agreement to change to a 9/80 workweek schedule shall be made in writing and signed by a City representative, the Police Chief, and the employee.

Non-Sworn Department 9/80 Schedule:

Work Week: The work schedule allows for a 40-hour workweek starting on Friday at 11:01 am and ending on the following Friday at 11:00 am.

Work Week One (1):

Monday - Thursday, nine (9) hours, and Friday, four (4) hours

Business hours: M - Th, 7:00 am – 4:00 pm, F 7:00 am - 11:00 am

Work Week Two (2):

Friday: 4 hours, and then Monday - Thursday, nine (9) hours, and Friday off
Business hours: Friday 11:01 am – 4:00 pm (This Friday follows the same
Friday workday above)
Monday-Thursday, 7:00 am – 4:00 pm, Friday Closed

Workweeks will alternate week to week, between week “one” and week “two”, as set forth above, to make up one pay period of eighty (80) hours.

The Friday of week two (2), the Police Department building will be closed and will be considered a “weekend” day. Employees are allowed to flex time within the prior week and come to work on that Friday with approval of the Chief of Police. Employees are limited to 40 hours per work week unless authorized overtime. The only work permitted on Friday of week two is pre-authorized flex time, overtime, stand-by and/or call-backs.

This work week shall remain fixed, so long as the employees of these locations continue to work this schedule.

Alternative schedules

Employee start and end times will be within the hours set above, unless the Police Chief, or designee, and employee mutually agree to an alternative schedule.

2. Article 19.E of the CBA will be modified as follows:

A. Meal Periods. Sworn officers will be granted a meal period during their working shift, during which time employees are subject to call when needed. Each non-sworn employee shall have a thirty (30) minute uninterrupted paid lunch break within each workday to be taken within each eight (8), nine (9) 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.

3. Article 20.B of the CBA will be modified as follows:

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 9-80 schedule shall receive overtime credit for any work after nine (9) hours for each scheduled nine (9) hour workday, or any work after eight (8) hours for a scheduled eight (8) hour workday.
3. Employees assigned to a 4-10 schedule shall receive overtime credit for any work after ten (10) hours on any workday.
4. All work performed in excess of forty (40) hours in any workweek.

4. For the purposes of using accrued leaves, the following applies when working a 9/80 schedule:

Holiday: When a compensable holiday falls on a nine (9) hour workday, the employee will be paid for nine (9) hours. When a compensable holiday falls on an eight (8) hour workday, the employee will be paid for eight (8) hours to account for a full forty (40) hours workweek. If a holiday falls on the Friday that the department is normally closed, the preceding workday will be observed as the holiday, and paid for nine (9) hours holiday pay.


In exchange for the above holiday compensation arrangement and the 9/80 schedule, when assigned a 9/80 schedule, non-sworn employees will accrue one (1) personal leave day in Article 30.B.

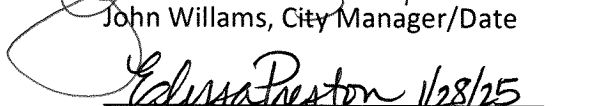
Sick: If an employee takes sick leave on a scheduled nine (9) hour day, they will use nine (9) hours of sick time. If an employee takes sick leave on a scheduled eight (8) hour day, they will use eight (8) hours of sick time to account for a full forty (40) hours workweek.

Vacation: If an employee takes vacation leave on a scheduled nine (9) hour day, they will use nine (9) hours of vacation time. If an employee takes vacation leave on a scheduled eight (8) hour day, they will use eight (8) hours of vacation time to account for a full forty (40) hours workweek.


5. Disputes under this agreement are governed by the collective bargaining agreement.
6. This agreement sets no precedent for any purpose beyond the terms set forth herein
7. The new schedule is intended to begin February 23, 2025, for non-sworn staff.
8. This agreement is effective upon the date of the last signature below and is not subject to ratification by the respective constituent parties.

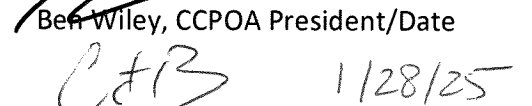
City of West Linn:


1/28/2025
John Williams, City Manager/Date


1/28/25
Elissa Preston, HR Director/Date

CCPOA:


1/28/2025
Ben Wiley, CCPOA President/Date


1/28/25
CCPOA – WLPD Representative/Date