

AGREEMENT

BETWEEN

THE CITY OF WEST LINN

AND

THE CITY OF WEST LINN EMPLOYEES

LOCAL 350-1, COUNCIL 75

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

UPON EXECUTION TO JUNE 30, 2024

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - DUES AND PAYROLL DEDUCTIONS	2
ARTICLE 3 – MANAGEMENT RIGHTS.....	2
ARTICLE 4 – GRIEVANCE PROCEDURE	3
ARTICLE 5 – PERSONNEL FILE	5
ARTICLE 6 – POSTING AND FILLING OF VACANCIES	6
ARTICLE 7 – HOURS OF WORK.....	6
ARTICLE 8 – RESERVED – VACANT	8
ARTICLE 9 – JOB SHARING.....	9
ARTICLE 10 – OVERTIME/COMPENSATORY TIME/CALL BACK.....	9
ARTICLE 11 – SENIORITY AND PROBATION PERIOD.....	11
ARTICLE 12 – LAYOFF – RECALL	12
ARTICLE 13 – WORKING OUT OF CLASSIFICATION AND ACTING IN CAPACITY	14
ARTICLE 14 – PROTECTIVE CLOTHING	14
ARTICLE 15 – DRUG AND ALCOHOL TESTING POLICY.....	16
ARTICLE 16 - VACATIONS	16
ARTICLE 17 – HOLIDAYS	18
ARTICLE 18 - SICK LEAVE	19
ARTICLE 19 – WORKERS COMPENSATION.....	19
ARTICLE 20 – INSURANCE.....	20
ARTICLE 21 – RETIREMENT.....	22
ARTICLE 22 – RESERVED – VACANT.....	22
ARTICLE 23 – UNION RIGHTS.....	22
ARTICLE 24 - BEREAVEMENT LEAVE.....	23
ARTICLE 25 – MILITARY LEAVE WITH PAY	23
ARTICLE 26 – OTHER LEAVES	24
ARTICLE 27 – DISCIPLINE AND DISCHARGE.....	24
ARTICLE 28 – WAGES	25
ARTICLE 29 – RETIREES.....	27

ARTICLE 30 – EXISTING PRACTICES	27
ARTICLE 31 – STAND-BY	27
ARTICLE 32 – SAFETY.....	28
ARTICLE 33 – SAVINGS CLAUSE.....	28
ARTICLE 34 – WAIVER AND SCOPE OF BARGAINING	28
ARTICLE 35 – TERM OF AGREEMENT	29
EXHIBIT A – COMPENSATION PLAN	30

ARTICLE 1 - RECOGNITION

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular full-time, part-time, and limited-duration* bargaining unit employees working (20) hours or more per week for the City; excluding supervisory and confidential employees; employees in the police bargaining unit; seasonal and temporary employees. *Limited duration employees are by individual written agreement specifying a date the employment will end.
- 1.2 Regular Employees: A full-time regular employee shall be defined as any employee scheduled and budgeted on a continuous basis to work full-time. A part-time regular employee shall be defined as any employee regularly scheduled and budgeted on a continuous basis to work twenty (20) hours or more per week, but less than full-time.
- Temporary: Temporary employees are those who may not work more than six (6) months per six-month period. A Temporary employee may be re-employed after a six month break in service.
- Seasonal: Seasonal employees are those who work in public works, parks, and recreation departments and work only six (6) months during the period of March 1 through October 31 of any calendar year, unless mutually agreed otherwise by the City and the Union. A seasonal employee shall be defined as any employee specifically hired to perform common labor tasks typically done only during periods of favorable weather, e.g., non-winter months.
- 1.3 Employees cannot be both a seasonal and temporary employee in the same fiscal year unless they become a member of the bargaining unit.
- 1.4 The City may, at its discretion, establish new classifications or modify existing positions. The City shall notify the Union when it creates a new job classification that should be included in the bargaining unit or modifies a current position outside the bargaining unit that should then be included in the bargaining unit. The City acknowledges the duty to bargain the impact of new classifications as provided by PECBA. However, the City is not precluded from hiring a new classification during the interim bargaining process.
- 1.5 At least once per calendar quarter, the City shall provide a list of AFSCME represented positions and a list of bargaining unit members to the Union consistent with ORS 243.804(4).

ARTICLE 2 - DUES AND PAYROLL DEDUCTIONS

- 2.1 The terms of this contract have been made for all employees in the bargaining unit and not only for members of the Union.
- 2.2 The City agrees to deduct the monthly dues, per pay period, for Union members or voluntary payments from nonunion members through payroll deductions for those employees who individually request such deductions in writing. The Union agrees to provide copies of authorization cards to the City. The Union agrees to indemnify, defend and hold the City harmless against any claims made or suits against the City as a result of this Article 2.
- 2.3 Payroll deductions per pay period of dues for Union members or voluntary payments for non-Union members shall be made by the dispersing officer for the City each month to the Treasurer of the Union. Employees are subject to the terms of their Union membership. The amount of dues shall be indicated by the Union to the City in writing and shall be effective on the date indicated by the Union.
- 2.4 With each payment of dues to the Union, the City will provide a list of all bargaining unit members, including new hires, wage rate, address and job title.

ARTICLE 3 – MANAGEMENT RIGHTS

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

- 3.1 Without limitation, but by way of illustration, the functions and rights of the City shall include the following:
 - 3.1.1 To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit;
 - 3.1.2 To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations, or facilities;
 - 3.1.3 To determine the need for a reduction or increase in the work force;
 - 3.1.4 To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety materials, equipment, uniforms, methods and procedures;
 - 3.1.5 To assign and distribute work;
 - 3.1.6 To assign shifts, work days, hours of work, and work locations;

- 3.1.7 To introduce new duties and to review job classifications and duties within the unit;
- 3.1.8 To determine the qualifications of new employees;
- 3.1.9 To discipline an employee for just cause;
- 3.1.10 To determine the need for additional educational courses, training programs, on-the-job training, cross training, safety training;
- 3.1.11 To determine the need for overtime and the classifications to work such overtime;
- 3.2 Subcontracting: The Union recognizes that the City may contract and subcontract work as it determines would be economically advantageous to the City or as otherwise necessary to provide efficient services to the citizens of the community. In the event that such a contract or subcontract would result in layoff to employees covered by this bargaining unit, the City agrees to give the Union 60 (sixty) days' notice of such action and further agrees to bargain with the Union regarding the effect of such action prior to finalizing and implementing such a decision. The City agrees to give consideration to alternatives such as work force reduction by attrition, transfers to other departments (including those not covered by this Agreement), preferential rehiring, and reasonable expenses associated with retraining employees who may be displaced by such action prior to implementation. Such considerations shall be within the City's primary requirement to maintain broad authority over its operations in order to provide efficient and economic services to the citizens of the community.
- 3.3 The exercise of the management function or right that is not specifically limited by this Agreement is retained by the City.

ARTICLE 4 – GRIEVANCE PROCEDURE

- 4.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement, or regarding an alleged violation of a particular clause of this Agreement.
- 4.2 "Day" shall be defined as a calendar day.
- 4.3 The City will give prompt consideration to an employee grievance relating to employment conditions and relationships. Every attempt should be made by the department head and employee to resolve the problem. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:
 - 4.3.1 **Step 1.** The employee shall discuss the grievance on an informal basis with their supervisor within ten (10) calendar days from the date the employee knows or

should have known of the alleged violation. The employee may have a Union representative assist them in presenting their case to their supervisor. If there is no resolution to the grievance, the employee may then submit their grievance in writing noting the specific provision(s) in the Agreement violated and the remedy sought to the department head through the supervisor within ten (10) calendar days after the discussion with the supervisor.

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

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

4.3.3 **Step 3. Mediation:** If the Union is not satisfied with the decision provided by the City Manager at Step 2, the Union may submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

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

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

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

4.4.2 Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure provided that arbitration shall not be invoked unless and until both parties are fully aware in writing.

4.5 Arbitration Procedure:

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

ARTICLE 5 – PERSONNEL FILE

- 5.1 The City, upon twenty-four (24) hours' notice of request by an employee shall provide an employee the opportunity to review the employee's personnel file. An employee may receive one copy of the personnel file, either as a hard copy or electronic (as a scan) per year at no cost. The official personnel file shall be maintained by the City.
- 5.2 The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.
- 5.3 Letters of warning and any response written by the employee shall, expire at the end of twenty-four (24) months, provided that the letters of warning and/or written responses are not relevant to current job performance. Documentation of misconduct related to protected class harassment shall be removed from the personnel file as indicated above and retained in the office of the Director of Human Resources. The City may use the documents to defend against legal action or for the purposes of impeachment or notice of rule.
- 5.4 Employees shall have the opportunity to review and sign any personnel document that reflects any adverse personnel action, prior to such document being entered into the employee's personnel file. An employee's refusal to sign the document shall have no effect or bearing on the execution of the adverse action. Should an employee refuse to sign said document, the responsible City representative shall so state on the document, initial and date. If an employee disagrees with any statement of fact contained in said

document, he may so indicate by attaching a written statement of reasonable length to said document at the time of review.

ARTICLE 6 – POSTING AND FILLING OF VACANCIES

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

ARTICLE 7 – HOURS OF WORK

- 7.1 Work Week: The weekly work schedule shall be determined by the City based on the needs of the City and services to the public. The weekly work schedules shall be:
- 7.1.1 a 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
 - 7.1.2 a 4-10 work schedule, which shall consist of four (4) consecutive days of ten (10) work hours each, or
 - 7.1.3 a 9-80 work weekly schedule based on four (4) nine (9) hour days and one 4 hour work day to complete the work week. A new work week would begin on the same day following the previous 4 hours followed by a week of four (4) nine (9) hour days followed by three (3) days off. The City will identify the work week period and the 4 hour/4 hour transition day when an employee is assigned to a 9/80 schedule. Any 9/80 schedule under this agreement is intended to result in a 40 hour work week and intended to not incur overtime obligations, or
 - 7.1.4 a “modified” work schedule for a full time employee shall be equal to a 40 hour work week. A modified schedule is based on mutual agreement with the City and employee and will have regular set hours for each work day on a regular reoccurring basis. Overtime is in accordance with Article 10.
 - 7.1.5 Part time as follows:
 - 7.1.5.1 Regular Part-Time employees are scheduled to work twenty (20) hours or more per week but less than full-time, or the equivalent on a flexible

schedule as set forth in 7.1.2.3 above, or may be scheduled to work a portion of any of the above specified schedules.

- 7.2 Regular Hours: All shifts shall have an established schedule that shall be determined by the Department Head. The City shall notify the employee of any proposed change to the schedule at least ten (10) days prior to the effective date of change.
- 7.3 Inclement Weather /City Hall Closure: If an employee is advised by the City Manager or a department manager that a city facility is closing due to inclement weather or other operational need and the employee is at such facility and the employee is sent home prior to the end of the shift, the employee will work from home and shall be paid their regular rate of pay, as applicable. If an employee is sent home from a City Facility or work site due to inclement weather or operational closure and does not have a remote work agreement, the employee will be compensated at their regular rate of the pay for the remainder of the workday.

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

- 7.4 In the event of an emergency, the City may change work schedules with less than ten (10) days' notice. In these circumstances, affected employees shall be paid an additional 5% of their base hourly rate of pay for all hours worked outside their previous normal work schedule. This will only apply when the employees' normal work schedule has been changed and will not apply to hours added before or after a normal schedule. Employees shall be paid overtime, under Article 10, when applicable based on their premium rate.
- 7.5 Rest Periods: A paid rest period of fifteen (15) minutes shall be permitted all employees during each half (1/2) shift, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties. The rest period shall be permitted as nearly as possible to the midpoint of each half shift.

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

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

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

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

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

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

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

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

ARTICLE 8 – RESERVED – VACANT

ARTICLE 9 – JOB SHARING

- 9.1 At the City's discretion, more than one employee may occupy a single authorized position, as job share employees each working no less than .50 FTE.
- 9.2 The conversion of a position from full time to Job Share status must originate with a written request from the employee occupying that full time position to the Department Head and the Director of Human Resources. The City shall notify the employee requesting the job share of the City's decision in writing. Current employees in the department in which the position is created will have the first opportunity to apply for the job share position(s).
- 9.3 When working in a job sharing position (half-time each employee), the following procedure will be used to account for vacation, sick leave, holiday, and bereavement benefits.
- 9.3.1 Earning Vacation and Sick Leave Benefits: All regular employees working twenty (20) hours or more per week on a continuing basis will receive prorated vacation and sick leave benefits. (A job share employee will be considered a 0.5 FTE)
- 9.3.2 Using Vacation and Sick Leave Benefits: Use of sick or vacation will be hour for hour up to a full work day, as normally scheduled, when taken during a normally scheduled work week. Use of sick leave or vacation leave is not permitted unless taken during a normally scheduled work week.
- 9.4 Holiday Pay: Holiday Pay Rule: Each job share employee will be paid four (4) hours pay for every City recognized holiday.
- 9.5 Bereavement Leave: A job share employee shall be eligible for paid funeral leave (maximum 8 hours per day) only when the employee is absent from work for any of the purposes described in Article 24 during the employee's regularly scheduled work week, otherwise the employee will not be eligible for paid benefits.

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

ARTICLE 10 – OVERTIME/COMPENSATORY TIME/CALL BACK

- 10.1 Subject to FLSA and State law, overtime will be as follows:
- 10.1.1 All authorized overtime work shall be compensated at the rate of time-and-one-half (1-1/2) the employee's applicable hourly rate for work under the following conditions:

- 10.1.2 Employees assigned to a 5-8 schedule shall receive overtime for hours worked in excess of eight (8) hours on any workday, and or after 40 hours worked in the work week.
- 10.1.3 Employees assigned to a 4-10 schedule shall receive overtime for hours worked in excess of ten (10) hours on any workday and or after 40 hours worked in the work week.
- 10.1.4 Employees assigned to a 9-80 work schedule shall receive overtime for hours worked in excess of nine (9) hours on any regularly scheduled nine (9) hour work day or after eight (8) hours on any regularly scheduled eight (8) hour work day and or after 40 hours worked in the work week.
- 10.1.5 Employees assigned to a modified work schedule, as provided under Article 7.1.4, shall receive overtime for hours worked in excess of ten (10) hours on any regularly scheduled workday or after 40 hours worked in the work week.
- 10.1.6 Part time employees are only eligible for overtime for hours worked in excess of ten (10) hours on any regularly scheduled workday or after 40 hours worked. For the purposes of this article, part time employees are those budgeted less than 1.0 FTE.
- 10.2 For the purpose of determining hours worked, use of vacation, holidays, sick leave and compensatory time shall be considered as hours worked.
- 10.3 All overtime pay shall be computed to the nearest one-quarter hour.
- 10.4 Insofar as practicable, opportunities to work overtime shall be distributed as equally as possible among the employees in each job classification in each work area, provided the employees are qualified to perform the specific overtime work required. The City will maintain records of weekend overtime offered. The employer shall not be required alter work in progress or change an employee's shift to maintain an equitable balance of overtime opportunities. If it is established that an employee has not received a fair share of weekly overtime, such employee shall have preference to future weekly overtime until a reasonable balance is re-established.
- 10.5 Call-Back: An employee called back to work to a City facility or off-site location to perform emergency or unscheduled work shall receive a minimum of three (3) hours pay at time and one-half (1-1/2) unless the overtime is contiguous to the employee's shift. This provision does not apply for "work from home" locations during normally scheduled hours. Employees responding to a work-initiated phone call or virtual meeting for more than 5 minutes when off duty will be compensated in a minimum increment of 15 minutes overtime. Calls or virtual meetings of 5 minutes or less are considered insubstantial. Except in an emergency, an employee shall be released from duty upon cessation of the event that required the call back.

- 10.6 Compensatory Time: Employees may elect to receive overtime in the pay period earned or receive compensatory time with the exemption that if budgeted funds are not available for the payment of overtime, such overtime shall be accrued in compensatory time.

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

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

ARTICLE 11 – SENIORITY AND PROBATION PERIOD

- 11.1 Seniority: Seniority shall be defined as the total length of continuous service within the bargaining unit except in the case of layoff as in 12.4. Seniority will be pro-rated for part-time and job share employees.

- 11.2 Probationary Period: All appointments shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) consecutive months' service (180 days from hire). Promotional and lateral transfer probationary appointments shall be no more than three (3) consecutive months' service (90 days from hire). Probationary periods for part-time employees will run until the employee's actual hours worked equal the full-time equivalent of the stated probationary period or nine (9) months (270 days from hire), whichever comes first. Under no circumstances will the probationary period for a part-time employee be extended.

In cases where a longer period is necessary to demonstrate an employee's qualifications, the initial probationary period of a full-time employee may be extended; however, the probationary period shall not be extended beyond three (3) additional months.

The employee and the Union shall be notified in writing of any extension and the reasons therefore.

- 11.3 Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, and will gain regular employment status. The City will provide written notice to the employee of passing probation. Lack of notification by the appropriate supervisor shall not affect the gain of regular employment status.
- 11.4 During the initial probationary period a new employee may be terminated at any time without just cause. Termination of a probationary employee is not subject to the grievance process.
- 11.5 In the case of promotional or lateral transfer appointments within the bargaining unit position, the promoted or lateral transfer employee may be demoted at any time during the probationary period to their former classification for unsatisfactory work performance. Return to former classification is not subject to the grievance process.

During the probationary period, the employee may elect to return to their previous classification and rate of pay.

ARTICLE 12 – LAYOFF – RECALL

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

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

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

- 12.2 Advance notice will be provided to the Union and the employees the City intends to layoff. Such notice shall normally be provided as soon as plans are finalized, but not less than thirty (30) calendar days prior to such layoff. After 5 days of notice and the employee does not give notice to bump as provided below, the City may pay an employee equivalent wages for the remaining regularly scheduled work days, including holidays, in lieu of continued employment during the 30 day period. The 30 day payout of this section does not apply to employees subject to a reduction in hours under section 12.1
- 12.3 An employee will remain on the layoff list and be eligible for recall to their classification for twenty-four (24) months. It shall be the employee’s responsibility to keep the city informed of their correct address and telephone number. Recall notification shall be made by certified mail. Employees on recall may provide Human Resources a list of City positions that the employee believes is qualified for. During the recall period, in the event of a vacancy of one of the listed positions, Human Resources will contact the employee using the recall process and allow the employee the opportunity to be evaluated for qualification for the position. This may be an interview, testing process or other means as determined by the City. The decision on qualification for the position is at the discretion of the City. If the City determines the employee is qualified for the position, the employee will be offered the position subject to a 90-day probationary period consistent with Article 11.4.
- 12.4 Employees laid off for a period of more than twenty-four (24) months lose recall rights. Employees recalled within twenty-four (24) months of their date of layoff shall be recalled according to seniority. Seniority and accrual rates shall be reinstated to previous

employment rates if there is a recall. There will be no probation period when the employee is reinstated.

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

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

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

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

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

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

The Union will receive notification of any recalls.

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

12.8.1 Accept the layoff, or,

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

12.8.3 Displace the employee with the lowest seniority in a classification in which the bumping employee has previously and successfully held service, provided the displacing employee is more senior in seniority and is qualified for the position as described in 12.9, or,

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

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

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

ARTICLE 13 – WORKING OUT OF CLASSIFICATION AND ACTING IN CAPACITY

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

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

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

Employees may be eligible for AIC pay in emergent situations.

ARTICLE 14 – PROTECTIVE CLOTHING

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

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

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

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

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

In the event an employee chooses to provide their own protective equipment, the City shall be responsible to assure its adequacy, including proper maintenance and sanitation of such equipment. All personal protective equipment shall be of safe design and construction for the work to be performed.

Appendix X

Equipment Reimbursement

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

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

Appendix Y

Equipment Reimbursement

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

Park Maintenance Workers
Arborist

Appendix Z
Equipment Stipend

Utility Worker Streets	\$560
Utility Worker Water	\$560
Vehicle Maintenance	\$560
Utility Worker ESD	\$720

ARTICLE 15 – DRUG AND ALCOHOL TESTING POLICY

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

ARTICLE 16 - VACATIONS

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

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

- 16.2 All regular full-time employees shall accrue vacation time at the rate of fifteen (15) working days annually for those having completed more than four (4) years but less than seven (7) years continuous service.
- 16.3 All regular full-time employees shall accrue vacation time at the rate of twenty (20) working days annually for those having completed more than seven (7) years but less than ten (10) years continuous service.

- 16.4 All regular full-time employees shall accrue vacation time at the rate of twenty-two (22) working days annually for those having completed more than ten (10) years, but less than fifteen (15) years of continuous service.
- 16.5 All regular full-time employees shall accrue vacation time at the rate of twenty-five (25) working days annually for those having completed more than fifteen (15) years of continuous service.
- 16.6 All regular employees who work twenty (20) hours or more per week on a continuous basis shall be entitled to prorated vacation leave benefits based on years of service as provided above.
- 16.7 New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation shall be accrued from the beginning of employment. If for any reason prior to the completion of six (6) months continuous service with the City such employee is terminated, they shall be credited with no vacation time.
- 16.8 Continuous service shall be service unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.
- 16.9 Vacation time will be taken at a minimum of ¼ hour increments. Vacation time will normally be taken within one (1) year of time earned and may be accumulated to a maximum of three hundred twenty (320) hours. Vacation accrual does not continue if an employee has reached the maximum.
- 16.10 Based on the operating needs of the City, employees shall be allowed to select vacation times as scheduled by the department head or designee, and any conflicts between two or more employees requesting the same period for vacation will be determined by seniority. Processed requests for vacation should be returned to the employee within two weeks of submitting the request.
- 16.11 Three (3) times a year, employees who have scheduled or used at least eighty (80) hours of vacation time in a fiscal year may elect to “sell back” up to a maximum of eighty (80) hours of vacation time during the same fiscal year. The minimum number of vacation hours taken must equal the number of vacation hours sold back to the City in a fiscal year. To be eligible for “sell-back” an employee must retain an accrual of a minimum of 40 hours vacation time, after the cash “sell-back”. The City shall issue a separate check to employees for vacation sell-back, if the City receives the signed, authorized request 30 days in advance. The check will be issued on the same bi-weekly schedule as normal payroll checks. Deductions shall be made based on current State and/or Federal law.

ARTICLE 17 – HOLIDAYS

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

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	The Friday following Thanksgiving Day
Christmas Day	December 25 th

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

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

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

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

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

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

ARTICLE 18 - SICK LEAVE

- 18.1 All regular full-time employees shall accrue eight (8) hours of sick leave with pay for each calendar month, with a minimum earning of 1 hour for every 30 hours worked consistent with state law. Sick leave with pay can be granted only in cases of bona fide illness of an employee or illness in the immediate family of an employee, or person living in the employee's household consistent with FMLA/OFLA and state law. Sick leave shall be prorated for part-time employees. The employee shall notify their immediate supervisor (or designate) in the event of illness and use of sick leave. Sick leave may be used in no less than ¼ hour.
- 18.2 Verification of illness may be required by the City in the event of:
- 18.2.1 Justifiable suspicion of abuse of sick leave; or
 - 18.2.2 The employee's request for transfer of sick leave to augment scheduled vacation;
or
 - 18.2.3 Absence in excess of three (3) workdays.
- 18.3 For Tier I and Tier II employees and upon retirement under the Public Employees Retirement System, an employee's accumulated sick leave will be credited to the Public Employees Retirement benefits as provided and in accordance with PERS rules and regulations as administered by the Public Employee Retirement System. (ORS 238.350)

ARTICLE 19 – WORKERS COMPENSATION

- 19.1 The City shall provide worker's compensation insurance as required by State law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in conformance with Oregon law. Following the first six (6) months of an employee's absence due to an on-the-job injury or illness, the employee shall return all city owned property in the possession of the employee.
- 19.2 Worker's Compensation Leave:
- First 90 Days:** For employees on a worker's compensation accepted claim, the City shall issue a check in lieu of wages in an amount which is the difference between any worker's compensation payments and the employee's regular, straight time net wages for that period covered by the compensation payments, subject to deduction for the 3 day waiting period. Employees retain any time loss payments/checks received by workers comp. Regular straight time net wages are defined as the employee's normal base pay for regularly scheduled hours and does not include overtime hours, exclusive of voluntary deductions. The employee shall receive any general salary adjustments based on this Union Agreement and will be eligible for any salary step increases. Any and all City

payments to the employee in lieu of wages for an approved on-the-job injury or illness shall cease when the employee becomes eligible for payments under the City's disability insurance program.

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

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

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

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

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

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

ARTICLE 20 – INSURANCE

20.1 Medical-Hospital Insurance:

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

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

- 20.2 Dental Insurance: The City shall pay 90% of the cost of premiums for dental insurance for each eligible employee (pro-rated for part-time employees less than .75 budgeted FTE and their eligible dependents). Employees will pay the remainder through payroll deduction. In the event the City seeks to change carriers, the City will give notice under ORS 243.698.
- 20.3 Life Insurance. The City shall provide a \$25,000 life insurance policy for all employees covered by this Agreement. Effective January 1, 2023, the City will provide a \$50,000 life insurance policy for all employees covered by this agreement. In addition, the City shall provide \$2,000 coverage for spouses and dependents of all employees.
- 20.4 Long Term Disability Insurance. The City shall continue to provide long-term disability insurance for all employees covered by this Agreement.
- 20.5 The City will comply with all requirements of the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).
- 20.6 Benefits Review Committee:
- 20.6.1 A Labor-Management Benefits Review Committee shall have the responsibility for recommending the level, scope and design of benefit plans offered to employees for medical, dental, vision, disability and life insurance. The primary goal of the Committee shall be to develop a comprehensive benefit program that meets the needs of the employees within the budgetary restrictions of the City.
- 20.6.2 The Committee shall be comprised of both management and represented employees, including the Clackamas County Police Officer's Association. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member to the Committee. It is understood that bargaining units that do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. The City or the bargaining units may invite other nonvoting members to attend meetings, as needed, to facilitate committee business. The Committee may meet more frequently, as required. Decisions of the Committee will be made by a majority of votes. The Chair will be the Human Resources Director.
- 20.6.3 The Committee can make plan design recommendations for medical, dental, vision, disability and life insurance at least 60 days prior to the succeeding plan year.
- 20.6.4 The City shall provide administrative coordination and support for the Committee. The Committee, at its request, shall be provided with budgetary and other information necessary for completing its work.

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

- 20.6.5.1 Carrier selection,
- 20.6.5.2 Third party administrator selection,
- 20.6.5.3 Employee benefits consultant selection,
- 20.6.5.4 Alternate funding arrangements, and
- 20.6.5.5 Other optional benefit programs.

20.7 Voluntary Employees Beneficiary Account (VEBA): Effective the month following execution of this agreement, the City shall contribute \$70.00 per employee per month into employee VEBA accounts.

ARTICLE 21 – RETIREMENT

21.1 The City agrees to participate in the Oregon State Public Employees Retirement System and in the Oregon Public Service Retirement Plan (OPSRP) to pay the City's amount required into each employee's PERS account. The City shall cease withholding from employee's monthly salaries the contributions required by ORS 237.071, and shall "pick up" and pay the employee's six percent (6%) contribution to the Public Employees Retirement Fund and to the Oregon Public Service Retirement Plan (OPSRP) for the employee members then participating in the Public Employees Retirement System and to the Oregon Public Service Retirement Plan (OPSRP). Such "pick up" or payment of employee member's monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "picked up" or paid by the employer on behalf of the employees pursuant to this Agreement shall be considered as "salary" for the purposes of computing an employee member's "final average salary", but shall not be considered as "salary" for purposes of determining the amount of employee contributions required to be contribute. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to PERS rules and shall be considered to be employee contributions.

ARTICLE 22 – RESERVED – VACANT

ARTICLE 23 – UNION RIGHTS

23.1 Union Orientation of New Employees: A Union representative will be allowed to meet with each employee for up to thirty (30) minutes on paid time.

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

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.1 In the event of a death in the employee's immediate family, an employee shall be granted leave, not to exceed five (5) calendar days off (40 hours), with pay. "Immediate family" shall be defined as husband, wife, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, domestic partner or other person living in the employee's household. The term "Immediate family" shall include step or half relations. Leave under this Article is concurrent with any leaves provided by OFLA. Leave must be used within 60 days of notice of passing and consistent with OFLA rules, however within the 60 day period an employee may request an extension with Human Resources for extraordinary circumstances. Upon such request and under exceptional circumstances, at the discretion of the Human Resources Director, the City paid bereavement leave hours may be used within 1 year of passing. If such use of leave is extended, the leave is not considered use of bereavement leave under OFLA.
- 24.2 An employee shall be granted not more than three (3) hours of compassionate leave to attend the funeral or memorial service for a current West Linn employee or retiree.

ARTICLE 25 – MILITARY LEAVE WITH PAY

- 25.1 For all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of West Linn is entitled, upon application therefore, to a leave of absence from their duties for a period not exceeding fifteen (15) days in any one (1) calendar year, without loss of time, pay, or regular leave and without impairment of efficiency rating or other rights of benefits to which he is entitled. City will abide by all applicable laws including ORS 408.290.

- 25.2 Military service and reinstatement: A City employee called to active military service shall, upon honorable discharge from such service, be granted to a position in the same class as their last held position, at a salary rate prevailing for such class, without loss of seniority of employment rights. If it is established that the employee is not physically qualified to perform the duties of their former position by reason of such service, they shall be offered in other work they are able to perform at the nearest appropriate class to their former class.

ARTICLE 26 – OTHER LEAVES

- 26.1 Leaves of Absence: Leaves of absence without pay or accrual of other benefits for an extended but limited period, may be granted for any reasonable purpose where, in the judgment of the department head and City Manager, the temporary absence of an employee does not create an undue burden on the operations of the employee's work assignment and department. Any such leave must be consistent with the needs of the City and approved by the department head and City Manager. At the discretion of the department head, with City Manager or designee approval, upon written request by the affected employee, such leave may be extended in no more than three (3) month increments. If an employee is denied a leave of absence, the department head will state the reasons in writing.
- 26.2 Jury/Witness Duty: Employees shall be granted leave with regular straight-time pay for when required to attend jury duty during normally scheduled work hours or for attending by order of a subpoena for a matter of City business or as a witness while on duty. An eligible employee shall endorse their jury/witness fee minus any expenses incurred. Any compensation received by the employee for vehicle expense (mileage) shall be retained by the employee.
- 26.3 Peace Corps or Vista Service. As provided by statute, any employee who enters the Peace Corps of the United States shall be given leave for such service. Any employee who enters the Vista Service of the United States shall also be granted leave for such service.
- 26.4 Oregon Family Leave Act/Federal Family Medical Leave Act leave may be taken pursuant to State and Federal Law.

ARTICLE 27 – DISCIPLINE AND DISCHARGE

- 27.1 Discipline.
- 27.1.1 Formal Disciplinary action shall include only the following: Written reprimand; suspension with pay, suspension without pay, with notice in writing; demotion; or discharge.
- 27.1.2 Disciplinary action may be imposed upon an employee only for just cause. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

27.1.3 Any disciplinary action, imposed upon an employee may be processed as a grievance through the regular grievance procedure.

27.1.4 No interview or hearing conducted by the supervisor shall lead to disciplinary action without a union representative present unless waived in writing by a union member. The supervisor shall advise the employee of their right to union representation.

27.2 Suspension, Demotion or Discharge.

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

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

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

ARTICLE 28 – WAGES

28.1 Effective and retroactive to July 1, 2022, the wage increase will be 5.5% (five and one-half percent) applied to the base step for all classifications in the wage scale. Wage scale is attached as Exhibit A including job classifications.

Effective July 1, 2023, 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 2023 within a minimum of 2.0% and maximum of 4.0% applied to the base step for all classifications in the wage scale. Wage scale is attached as Exhibit A including job classifications.

The salary scale reflects an hourly rate for each classification. Employees are paid hourly based on hours worked in a pay period. The salary scale reflects a biweekly and annual value for reference purposes only.

- 28.1.1 Normally an employee will be appointed at the entrance rate for the class unless the employee's education, training and experience as determined by the City would support appointment at a higher step.
- 28.1.2 An employee may advance in step increments on the salary schedule following the completion of one (1) year of satisfactory service as determined by the employee's Department Head.
- 28.1.3 A step increase will not be denied unless adequate prior notice of a problem has been given to the employee prior to the employee's anniversary. This notice is intended to enable the employee to respond to a corrective work plan. Such notice will include documentation concerning needed areas of improvement as well as a corrective work plan.
- 28.2 An employee who does not receive a satisfactory yearly evaluation and is denied an increase will be reevaluated within ninety days. Should an employee improve to a level warranting a step increase, that employee shall be advanced a step on the salary schedule effective ninety (90) days from the date of the anniversary. If the employee is not evaluated within ninety (90) days, the employee will automatically be advanced a step on the salary schedule.
- 28.3 Deferred Compensation Program. Effective the month following execution of this agreement, the City will pay 3.0% of base salary to each employee's deferred compensation contribution plan. Base salary does not include incentive or assignment pay. The City contribution applies to all employees budgeted at 0.5 FTE or more. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules. Employees are responsible for any fees associated to the carrier.
- Effective January 1, 2023, the City will contribute a one-time payment of \$1,500 (one-thousand five hundred dollars) to each employee's individual deferred compensation plan.
- Effective June 30, 2024, the City contribution of 3% will change to 3.5%.
- 28.4 Mileage. Any employee required to use their personal vehicle in the performance of their duties shall be paid at the IRS mileage rate.
- 28.5 Licenses/Certification. For any employee required to have a Commercial Driver's License (CDL) the City will pay for recurring license and physical examination costs.
- 28.6 Longevity Premium Pay: Effective June 30, 2024, employees with at least 120 months of continuous service with the City of West Linn will receive an additional one percent (1%) of their base wage hourly per pay period.

ARTICLE 29 – RETIREES

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

ARTICLE 30 – EXISTING PRACTICES

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

ARTICLE 31 – STAND-BY

- 31.1 The purpose of the stand-by program is to provide emergency coordination and response during time other than regular working hours. An employee assigned to stand-by will receive the equivalent value of one hour per day of straight time on normally scheduled work days or 2.5 hours per day of straight time on unscheduled days* applied to the employees compensatory time bank or as pay of stand-by duty, plus applicable call back and overtime for actual time worked. Employees are generally assigned for one-week periods. Standby pay is not considered hours worked. An employee assigned to stand-by needs to respond to work related phone calls within 5 minutes and be readily available to report to work within 60 minutes' time. Contractual call back provisions will apply only when it is necessary for an employee to actually respond to the emergency site. *The 2.5 hours pay does not apply for holidays: see Article 31.2
- 31.2 Holiday Standby: Employees assigned on standby will receive four (4) additional hours compensatory straight time or pay for each contractual holiday, which occurs during their scheduled stand-by time. For the purposes of this section, a holiday is the actual day of the holiday.
- 31.3 Public Works Stand-by Program. In order to staff the stand-by program, the City will periodically ask for volunteers from qualified Public Works employees. In so far as reasonably possible, all the qualified employees will be afforded the opportunity to participate in the stand-by program equally. The City may assign each volunteer to be on call for a one (1) week stand-by period. In the event there are insufficient volunteers to

provide adequate coverage, the City will revert to assignment of standby using a rotating list based on seniority. A beeper, cell phone and a pickup will be provided to the employees during stand-by hours for use in response to an emergency.

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

ARTICLE 32 – SAFETY

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

ARTICLE 33 – SAVINGS CLAUSE

- 33.1 Should any article, section, or portion thereof of this Agreement be unlawful or held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree to meet to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof. Bargaining will be consistent with ORS 243.702.

ARTICLE 34 – WAIVER AND SCOPE OF BARGAINING

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

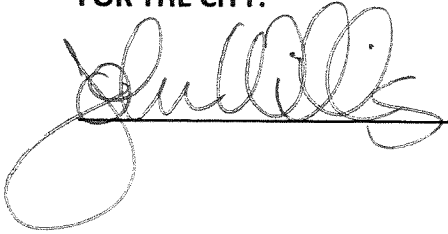
During the life of this contract, the Union will not initiate new proposals for mid-term bargaining. However, the parties may bargain collectively about the terms of successor collective bargaining agreements.

ARTICLE 35 – TERM OF AGREEMENT

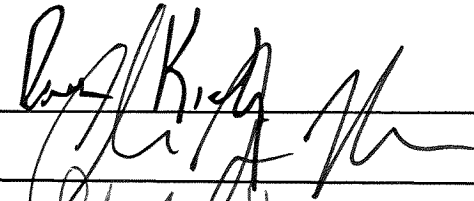
- 35.1 This Agreement shall become effective upon execution and shall remain in full force and effect until the 30th day of June 2024. Negotiations for a successor agreement will begin in March of the expiring year.
- 35.2 This Agreement may be amended at any time by mutual agreement of the Union and the City; such amendments shall be in writing and signed by both parties.


In Witness Whereof, the parties hereto have set their hands this 22 day of Sept, 2022.

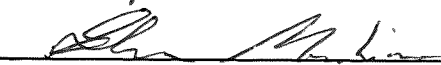
FOR THE CITY:



FOR THE UNION:










EXHIBIT A – COMPENSATION PLAN

Exhibit A
City of West Linn Compensation Plan

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

AFSCME received a 5.5 % COLA increase effective 7/1/22

Effective July 1, 2022 - June 30, 2023

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Civil Engineer	I	AFSCME	<i>Hourly</i>	35.9695	37.8739	39.8705	41.9823	44.2093	46.5514
GIS Coordinator	I	AFSCME	<i>Bi-weekly</i>	2,878	3,030	3,190	3,359	3,537	3,724
Building Plans Examiner / Inspector	I	AFSCME	<i>Annually</i>	74,817	78,778	82,931	87,323	91,955	96,827
Management Analyst	H	AFSCME	<i>Hourly</i>	33.5736	35.3475	37.2212	39.2101	41.2912	43.4644
Network and Computer Systems Administrator	H	AFSCME	<i>Bi-weekly</i>	2,686	2,828	2,978	3,137	3,303	3,477
Accountant	H	AFSCME	<i>Annually</i>	69,833	73,523	77,420	81,557	85,886	90,406
Community Relations Coordinator	H	AFSCME							
Associate Planner	H								
Emergency Management Coordinator	H								
Building Inspector III									
Senior Engineering Technician	G	AFSCME	<i>Hourly</i>	31.1930	32.8287	34.6026	36.5070	38.4499	40.5463
Building Plans Examiner	G	AFSCME	<i>Bi-weekly</i>	2,495	2,626	2,768	2,921	3,076	3,244
Associate Engineer	G	AFSCME	<i>Annually</i>	64,881	68,284	71,973	75,935	79,976	84,336
Records Coordinator / Deputy City Recorder	G	AFSCME							
Parks Program Manager - Maintenance	G	AFSCME							
Information Technology Analyst	G	AFSCME							
Park Development Coordinator	G	AFSCME							
Administrative Assistant	F	AFSCME	<i>Hourly</i>	28.8278	30.3252	31.9916	33.7041	35.5625	37.4285
Building Maint. Worker III	F	AFSCME	<i>Bi-weekly</i>	2,306	2,426	2,559	2,696	2,845	2,994
Children's Librarian	F	AFSCME	<i>Annually</i>	59,962	63,077	66,543	70,105	73,970	77,851
Desk Top Technician II	F	AFSCME							

City of West Linn Compensation Plan

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

Local 350-1, Council 75

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Effective July 1, 2022 - June 30, 2023

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Engineering Technician	F	AFSCME							
Environmental Technician	F	AFSCME							
GIS Specialist	F	AFSCME							
Lead Mechanic	F	AFSCME							
Librarian II	F	AFSCME							
Park Dev.Coord/Arborist	F	AFSCME							
Park Maint. Worker III	F	AFSCME							
Recreation Coordinator II	F	AFSCME							
Reference Librarian	F	AFSCME							
Senior Accounting Clerk	F	AFSCME							
Utility Worker III/Sewer	F	AFSCME							
Utility Worker III/Streets	F	AFSCME							
Utility Worker III/Water	F	AFSCME							
	F	AFSCME							
Accounting Clerk II	E	AFSCME	Hourly	26.4165	27.8449	29.3500	30.9089	32.5906	34.3338
Administrative Staff Asst.	E	AFSCME	Bi-weekly	2,113	2,228	2,348	2,473	2,607	2,747
Assistant Planner	E	AFSCME	Annually	54,946	57,917	61,048	64,290	67,788	71,414
Building Inspector II	E	AFSCME							
Building Maintenance Worker II	E	AFSCME							
Desk Top Technician	E	AFSCME							
Librarian	E	AFSCME							
Municipal Court Clerk II	E	AFSCME							
Park Maintenance Worker II	E	AFSCME							
Permit Coordinator	E	AFSCME							
Utility Worker II	E	AFSCME							

City of West Linn Compensation Plan

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

Local 350-1, Council 75

AFSCME received a 5.5 % COLA increase effective 7/1/23

Effective July 1, 2022 - June 30, 2023

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Children's Services Specialist	D	AFSCME	<i>Hourly</i>	24.2672	25.3107	26.7007	28.1444	29.6341	31.2237
Library Assistant III	D	AFSCME	<i>Bi-weekly</i>	1,941	2,025	2,136	2,252	2,371	2,498
Library Technical Assistant	D	AFSCME	<i>Annually</i>	50,476	52,646	55,537	58,540	61,639	64,945
Recreation Coordinator	D	AFSCME							
Building Inspector I									
Accounting Clerk	C	AFSCME	<i>Hourly</i>	21.6554	22.8073	24.0513	25.3184	26.7314	28.1444
Building Maintenance Worker	C	AFSCME	<i>Bi-weekly</i>	1,732	1,825	1,924	2,025	2,139	2,252
Library Assistant II	C	AFSCME	<i>Annually</i>	45,043	47,439	50,027	52,662	55,601	58,540
Municipal Court Clerk	C	AFSCME							
Office Specialist	C	AFSCME							
Park Maintenance Worker I	C	AFSCME							
Utility Worker I	C	AFSCME							
Library Assistant I	B	AFSCME	<i>Hourly</i>	19.2902	20.3039	21.4020	22.5385	23.7595	25.0496
			<i>Bi-weekly</i>	1,543	1,624	1,712	1,803	1,901	2,004
			<i>Annually</i>	40,124	42,232	44,516	46,880	49,420	52,103
Library Aide	A	AFSCME	<i>Hourly</i>	16.8789	17.7774	18.1990	19.7817	20.8261	21.9472
			<i>Bi-weekly</i>	1,350	1,422	1,456	1,583	1,666	1,756
			<i>Annually</i>	35,108	36,977	37,854	41,146	43,318	45,650

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



Telecommuting Policy

Updated June 2021

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

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

Telecommuting Agreement

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

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

Term

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

Eligibility and Requirements

- It is desired that the approving Supervisor Remote Team Management course within the past calendar year.
- Employee must not be currently on a work plan or other disciplinary action.
- Employee attitude and work ethic are conducive to a telecommuting management environment.
- The employee will maintain satisfactory performance standards.

NOTE: Eligibility requirements may not be met, in the event of an emergency declaration.

Policies

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

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

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

Work Location & Hours

The employee's telecommuting location is: _____

The employee is approved to telecommute:

Upon approval of manager – no regular telecommuting schedule

The employee is scheduled to telecommute the following days:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

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

_____ to _____

Describe any additional or alternative work arrangement:

An employee that works from a telecommuting site more than half the time may be required to share office space on their days at the central worksite.

The employee is scheduled to work from the city worksite (non-telecommuting) on:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

The employee's core hours at the central worksite are:

_____ to _____

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

Specific Job Tasks

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

Compensation & Benefits

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

Nonexempt employees will record all hours worked in accordance with regular timekeeping practices.

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

Employee is responsible for tax consequences related to telecommuting.

Communication

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

- Notify their manager and coworkers of any change in the posted telecommuting schedule
- Be available to manager and coworkers by telephone and email during core hours
- Return calls and emails in a timely manner
- Communication with manager – such as on a daily, weekly basis

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

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

Equipment Requirements & Expenses

Technology equipment:

- Minimum Telecommuting Requirements
 - Broadband high speed internet service
 - IT department to qualify speed & type of broadband product
 - Appropriate work surface/environment for city issued technology
 - Free from environment damage (water, dust,..)
 - Environmentally controlled (Cooling & Heat)
 - Comfortable/ergonomic
- Short Term / Long Term Intermittent Telecommuting
 - Computing Resource
 - City Supplied Computer
 - OR
 - Staff Member Owned Computer- Subject to IT evaluation for Performance attributes
 - Phone Resource
 - Soft Phone & Headset
 - OR
 - City Supplied Desk Phone

OR

- City Provided Cell Phone

OR

- Staff Member Owned Cell Phone

- Long Term Full Telecommuting,
 - Computing Resource
 - City Supplied Computer
 - Phone Resource
 - Soft Phone & Headset
- OR
- City Supplied Desk Phone

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

All software used for telecommuting, whether owned by the City of West Linn or the employee must be properly licensed by the software manufacturer, and its use conform to the software manufactures end user licensing agreement (EULA)

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

The employee is responsible for ongoing operating costs, such as telephone service fees, Internet fees, utility costs, homeowner’s or renter’s insurance and furniture or equipment rental fees unless the City of West Linn agrees in writing to pay for or reimburse such costs.

Other equipment:

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

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

The employee should never purchase or rent equipment, services, or supplies on the assumption that the City of West Linn will reimburse the cost. Prior manager approval should be obtained.

Damage or theft of COWL equipment that occurs outside the employee's control will be covered by COWL. COWL does not assume liability for loss, damage, or wear of employee-owned equipment.

Equipment	Provided By:		Notes:
	Employee	City of West Linn	
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Information Security

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

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

Intellectual Property

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

Safety

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

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

Limitations

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

- Employees cannot meet with clients at the telecommuting site.
- Employees cannot operate a business or work for another employer during work hours.
- Employees cannot use City of West Linn equipment for personal use.
- Employees cannot allow others to use City of West Linn equipment or access the City of West Linn network.
- Employees cannot have sole responsibility for providing dependent care during work hours except under special conditions approved by the manager. Exceptions will be made for employees with caregiving responsibilities in accordance with State and Federal law.

Termination

The agreement is not a guarantee of employment, and can be terminated at any time by either City of West Linn or employee. A telecommuting arrangement may never be allowed to continue if it is detrimental to work quality, customer service, the department, or the City of West Linn. In such

situations the manager will make a good faith effort to work with the employee to resolve the situation, but if the problem cannot be resolved, the manager has a responsibility to terminate the agreement.

In the event this agreement is terminated prematurely (before the agreed upon date of termination), the manager will make every attempt to provide sufficient notice to allow the employee to make appropriate dependent care or transportation arrangements.

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

Agreement

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

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

Employee Signature

Date

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

Manager Signature

Date

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

Memorandum of Understanding

Between

The City of West Linn

&

The American Federation of State, County and Municipal Employees, Local 350-1

Removing Vacation Use Restrictions for Probationary Employees

The City of West Linn wishes to remove the six month wait to use vacation, per Article 16.7 of the collective bargaining agreement. We are experiencing difficulty in recruiting all positions, as is everyone across the region. We would like to allow all employees under this CBA to request time off as they earn it. We believe this will immediately help us in our job offers, and help new employees with making the decision to leave their current employment where they may have vacation time available.

Accruals begin on their first payroll.

Now therefore, it is hereby agreed:

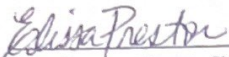
Strike 16.1 language completely

~~16.7 — New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation shall be accrued from the beginning of employment. If for any reason prior to the completion of six (6) months continuous service with the City such employee is terminated, they shall be credited with no vacation time.~~

And 16.1 will now read

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

City of West Linn:



Elissa Preston, Deputy City Manager/HR Director

Date: 11/6/23



John Williams, City Manager

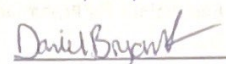
Date: 11/6/23

AFSCME:



Tessa Brooks, AFSCME Representative

Date: 11/14/23



Daniel Bryant, AFSCME VP

Date: 11-07-23