



22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

WEST LINN CITY COUNCIL MEETING NOTES October 7, 2024

[Call to Order \[1:00 pm/5 min\]](#)

Council Present:

Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Councilor Kevin Bonnington.

Staff Present:

City Recorder Kathy Mollusky, City Attorney Kaylie Klein, Finance Director Lauren Breithaupt, Administrative Assistant Kathy Connell, Police Chief Peter Mahuna, and Community Services Officer Nichola Higbee.

[Approval of Agenda \[1:05 pm/5 min\]](#)

Council President Mary Baumgardner moved to approve the agenda for the October 7, 2024, West Linn City Council Meeting. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

Public Comments [1:10 pm/10 min]

There were none.

Mayor and Council Reports [1:20 pm/10 min]

Reports from Community Advisory Groups

Councilor Groner recommended people view the new art exhibition at the library. He attended the Arts & Culture Commission Meeting. There has been progress on adding art to the bicycle kiosk on Willamette Falls Dr. The arts commission is asking for some money to have the artists do renderings of the proposed art which involves some serious time for the artists. At the Sunset Neighborhood Association Meeting, they asked for crosswalks on Sunset. He doubts it is that expensive to paint lines on the road and put up signs.

Councilor Bonnington notes there is a Sunset Neighborhood meeting tonight at 5:00 at the firehall to discuss the crosswalks and signs with the Public Works Department.

Councilor Bryck attended the Planning Commission meeting and they moved forward the recommendation Council will hear later about the climate friendly equitable communities (CFEC). She attended South Fork Water Board's meeting along with Mayor Bialostosky and Council President Baumgardner where they updated their Local Contracting Review Board (LCRB) Rules.

Council President Baumgardner noted the CFEC is scheduled for the next work session. She attended the Joint Policy Advisory Committee (JPAC) on transportation at Metro. She did a three-day retreat at Warm Springs for the Willamette Trust Board; they are interested in securing property and are working with the property owners. She attended the Willamette Falls Locks Authority Meeting; they are hoping to reopen the locks in the next three to five years. She attended the Tualatin Valley Fire & Rescue (TVF&R) Community Academy. At 7:00 am, there was a fire of extreme significance, no injuries; however, catastrophic fire damage. She gave kudos to both the Fire and Police Departments who made sure everyone was safe and maintained security at the scene.

Mayor Bialostosky stated the League of Oregon Cities (LOC) needs a voting delegate and Council President Baumgardner has volunteered to be the voting delegate.

Proclamations [1:30 pm/10 min]

Dyslexia Awareness Month Proclamation Proclamation

Mayor Bialostosky read the Dyslexia Awareness Month Proclamation declaring October as Dyslexia Awareness Month.

[Oregon City – West Linn Rivalry Day Proclamation](#)

[Proclamation](#)

Councilor Bryck read the Oregon City-West Linn Rivalry Day Proclamation declaring October 28, 2024, Oregon City-West Linn Rivalry Day.

[National First Responders Day Proclamation](#)

[Proclamation](#)

Council President Baumgardner read the National First Responders Day Proclamation declaring October 28, 2024, as National First Responders Day.

[Business Meeting \[1:40 pm/30 min\]](#)

[Agenda Bill 2024-10-07-01: RESOLUTION 2024-09, AUTHORIZING THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES \(AFSCME\) COLLECTIVE BARGAINING AGREEMENT](#)

[RES 2024-09 Information](#)

Finance Director Breithaupt explained negotiations began in April and the Collective Bargaining Agreement is effective July 1, 2024. The focus of the negotiations was to address compensation to support staff and help recover from past inflation. The contract includes an increase of 5 percent for Fiscal Year (FY) 25; 4 percent for FY 26; and 3.5 percent for FY 27. There is agreement to increase the Volunteer Employees Benefit Association (VEBA) account to help with the rising health care costs. To encourage retention and recognize longevity employees with 15 years of continuous service, they will receive 2 percent longevity pay on their base wages. In July 2025, there will be an increase to deferred compensation of 0.5 percent. Public Works standby will increase by 15 percent on workdays and 20 percent on nonwork days. There was a modification to reimbursement for the personal protective equipment and how it is administered. This is approximately \$60,000 under budget assuming the budget methodologies for 2027 remain the same as the prior biennium.

Council President Mary Baumgardner moved to adopt Resolution 2024-09, Authorizing the American Federation of State, County and Municipal Employees (AFSCME) Collective Bargaining Agreement. Councilor Leo Groner seconded the motion.

Councilor Groner stated \$60,000 is a very narrow margin.

Mayor Bialostosky thanked staff for the work put into negotiations.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

Agenda Bill 2024-10-07-02: RESOLUTION 2024-10, SETTING COMPENSATION LEVELS FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES, AND ELECTED OFFICIALS

RES 2024-10 Information

Finance Director Breithaupt stated historically Council asks staff to bring forward Cost of Living Adjustments (COLA) as equitable as possible to the City's different employee groups. The non-represented management and Judge have waited to request the COLA benefits until AFSCME bargaining has concluded at an attempt at equity and to avoid compression. Two years ago, management did not request the same benefits as AFSCME did; however, this year they are. As each negotiation results in an increase for AFSCME, the incentive to be in management does decrease. The City Manager is recommending the following which is in line with the AFSCME agreement that was just approved. FY 25, 5 percent COLA; FY 26, 4 percent COLA; FY 27, 3.5 percent COLA. Also, increases in benefits that would match the union for longevity pay, VEBA contributions, and an increase of 0.5 percent in deferred compensation in July 2025. Lastly, there was a new pay range created for the Captain's position to address compression with the Sergeants. This will result in equal pay differential of 13.5 percent between the Captain's and Sergeant's positions and 13.5 percent differential between the Captain's and the Chief. The Sergeant's union contract will be coming before Council next week. All of this is approximately \$64,000 over the original budget projections made during the last budget cycle biennium for 2027. This will need to be mitigated during the 2027 biennium budget process.

Councilor Bryck has been in on negotiations in the past. Regarding being slightly over budget, if there are positions that are not filled, this gives some room to accommodate this extra cost.

Finance Director Breithaupt agreed and stated the budget projections were set about a year and a half ago.

Council President Mary Baumgardner moved to adopt Resolution 2024-10, Setting Compensation Levels for Management and Non-Represented Employees, and Elected Officials. Councilor Leo Groner seconded the motion.

Ayes: Mayor Rory Bialostosky, Council President Mary Baumgardner, Councilor Carol Bryck, Councilor Leo Groner, and Councilor Kevin Bonnington.

Nays: None.

The motion carried 5 - 0

Adjourn to Work Session [2:10 pm/5 min]

Minutes approved 10-14-24.



22500 Salamo Road
West Linn, Oregon 97068
<http://westlinnoregon.gov>

CITY COUNCIL AGENDA

Monday, October 7, 2024

1:00 p.m. – Special Meeting & Work Session – Council Chambers & Virtual*

- | | |
|-----------------------|------------------|
| 1. Call to Order | [1:00 pm/5 min] |
| 2. Approval of Agenda | [1:05 pm/5 min] |
| 3. Public Comments | [1:10 pm/10 min] |

The purpose of Public Comment is to allow the community to present information or raise an issue regarding items that do not include a public hearing. All remarks should be addressed to the Council as a body. This is a time for Council to listen, they will not typically engage in discussion on topics not on the agenda. Time limit for each participant is three minutes, unless the Mayor decides to allocate more or less time. Designated representatives of Neighborhood Associations and Community Advisory Groups are granted five minutes.

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|---|------------------|
| 4. Mayor and Council Reports | [1:20 pm/10 min] |
| a. Reports from Community Advisory Groups | |
| 5. Proclamations | [1:30 pm/10 min] |
| a. Dyslexia Awareness Month Proclamation | |
| b. Oregon City – West Linn Rivalry Day Proclamation | |
| c. National First Responders Day Proclamation | |

- | | |
|---------------------|------------------|
| 6. Business Meeting | [1:40 pm/30 min] |
|---------------------|------------------|

Persons wishing to speak on agenda items shall complete the form provided in the foyer and hand them to staff prior to the item being called for discussion. A separate slip must be turned in for each item. The time limit for each participant is three minutes, unless the Mayor decides to allocate more or less time. Designated representatives of Neighborhood Associations and Community Advisory Groups are granted five minutes.

- | | |
|---|--|
| a. <u>Agenda Bill 2024-10-07-01</u> : RESOLUTION 2024-09, AUTHORIZING THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COLLECTIVE
BARGAINING AGREEMENT | |
| b. <u>Agenda Bill 2024-10-07-02</u> : RESOLUTION 2024-10, SETTING COMPENSATION LEVELS FOR | |

MANAGEMENT AND NON-REPRESENTED EMPLOYEES, AND ELECTED OFFICIALS

7. Adjourn to Work Session [2:10 pm/5 min]
-

1. Call to Order Work Session [2:15 pm/5 min]
2. 2025 Legislative Priorities Discussion [2:20 pm/30 min]
3. Amending West Linn Municipal Code Chapter 5
Relating to Attracting and Feeding Wild Animals [2:50 pm/15 min]
4. City Manager Report [3:05 pm/5 min]
 - a. Council Priorities Updates
5. Adjourn [3:10 pm]

PROCLAMATION

West Linn, Oregon

WHEREAS, West Linn is committed to building an equitable and social and emotionally supportive learning environment for students, including identifying and removing obstacles to student success; and

WHEREAS, Dyslexia is a neurological difference, often inherited, that makes it difficult for students to read, write, and spell, and that may include problems in reading comprehension and reduced reading experience, which can impede vocabulary growth and acquisition of knowledge; and

WHEREAS, Dyslexia affects all segments of society, regardless of race, income, educational background, or ability; and

WHEREAS, Literacy is a critical skill needed for educational success, and students who do not read at grade level by third grade are four times more likely not to graduate from high school with a diploma; and

WHEREAS, Teacher graduates often receive no training on dyslexia despite research conducted by the National Institutes of Health indicating that as many as one in every five individuals struggles with dyslexia and related learning disabilities – equating to about 116,300 Oregon public school students; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that October is:

DYSLEXIA AWARENESS MONTH

And we encourage all Oregonians to join in this observance.

DATED THIS 7TH DAY OF OCTOBER, 2024

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

PROCLAMATION

West Linn, Oregon

WHEREAS, first responders dedicate their lives to public service, education, and the protection of life, property, and the environment; and

WHEREAS, first responders include paramedics, firefighters, police officers, nurses, doctors, public works professionals, military personnel, volunteers, and countless others who are first on the scene in an emergency; and

WHEREAS, according to the Department of Homeland Security, 4.6 million career and volunteer first responders support the communities in which they live; and

WHEREAS, serving as a Day of Gratitude, we pay tribute to their endless hours and around-the-clock service provided to their communities; and

WHEREAS, the day also pays tribute to fallen first responders; and

WHEREAS, often the very people serving our communities are our neighbors, friends, and family members and their families know the price they pay for the dedication to the job; and

WHEREAS, even though they are an integral part of our communities, their sacrifices go beyond the hours they work. They may face high stress and the trauma they see wears on them both mentally and physically; and

WHEREAS, the service, dedication and commitment of first responders deserves to be recognized and honored; and

WHEREAS, in 2017 the United States Congress designated that October 28th of each year would be proclaimed as National First Responders Day.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that October 28, 2024 is

NATIONAL FIRST RESPONDERS DAY

in the City and we encourage all residents to join in this observance.

DATED THIS 7TH DAY OF OCTOBER, 2024

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

PROCLAMATION

“Oregon City - West Linn Rivalry Day”

Whereas, the Cities of Oregon City and West Linn wish to recognize the efforts of their community members to create and maintain a positive family environment where children can learn the value of constructive competition; and

Whereas, the Cities of Oregon City and West Linn value tradition and history as essential parts of their communities; and

Whereas, Oregon City High School and West Linn High School, formerly known as Union High School, have competed valiantly in the sport of football continuously since 1921 (except during the pandemic of 2020); and

Whereas, on October 28, 2024, the teams representing these schools will renew their annual rivalry for the 104th time; and

Whereas, this is the longest continuously-played rivalry west of the Mississippi and therefore worthy of recognition; and

Whereas, the City Commission of Oregon City desires that the Pioneers again defeat the Lions and the City Council of West Linn desires that the Lions again defeat the Pioneers.

Now Therefore, we, the City Commission of Oregon City and the City Council of West Linn, hereby recognize and commend all community members who have participated in this annual gridiron classic and support the efforts of the current teams by proclaiming October 28, 2024, to be “Oregon City-West Linn Rivalry Day.” We further recommend, in the spirit of the day, that all community members wear clothing of the appropriate colors, and refrain from crossing the river, unless business requires, until game time.

The Honorable Denyse McGriff, Mayor
City of Oregon City

The Honorable Rory Bialostosky, Mayor
City of West Linn

October 2024



Agenda Bill 2024-10-07-01

Date: September 30, 2024

To: Rory Bialostosky, Mayor
Members, West Linn City Council

From: Elissa Preston, Deputy City Manager/Human Resources Director

Through: John Williams, City Manager (*JRW*)

Subject: AFSCME Collective Bargaining Agreement Ratification

Purpose

Authorizing a three-year (July 1, 2024 to June 30, 2027) collective bargaining agreement between the City of West Linn and members of the American Federation of State, County and Municipal Employees (AFSCME) union.

Question(s) for Council:

Does the City Council wish to approve a three-year collective bargaining agreement with the union members of the AFSCME union?

Public Hearing Required:

None Required.

Background & Discussion:

The current AFSCME general unit contract expired June 30, 2024. In April 2024, the City and AFSCME began the negotiation process for a successor agreement. AFSCME consists of 63 of the City's employees.

The City's management team engaged in negotiations with the AFSCME union from April 2024 through September 2024. The City representatives focused on minimal organizational needs, and AFSCME focused on economics and catching up with past high inflation rates.

The management bargaining team met with the City Council in executive session in May 2024, and sent periodic confidential updates from the City's labor attorney.

On September 12, 2024, the bargaining teams reached a tentative three-year agreement that will include a 5% Cost of Living Adjustment (COLA) for FY25. The previous calendar year's Consumer Price Index (CPI) was 4.3%. After much negotiation, and consideration of past inflation along with the existing budget, the City's team was pleased to find agreement on this rate. CPI is now trending downward. It was agreed by both parties to have a fixed rate in the second and third year of the contract, to assure employees of future rates in this contract and allow the next biennium's budget to reflect what is anticipated.

The City has also agreed to a \$10/month increase to the employee's VEBA benefit starting in July 2025, and another \$10/month in July 2026, to assist with rising healthcare costs (VEBA is a voluntary

employees' beneficiary association and is an employer-sponsored trust used to help employees pay for qualified medical expenses). To encourage retention and recognize longevity, after execution of the contract, employees with 15 years of continuous service will receive a 2% longevity pay on their base wages. And in July 2025 all AFSCME employees will receive an increase to their monthly Deferred Compensation by 0.5%. We have also agreed to increase the Public Works Standby Pay program by 15% on workdays, and 20% on non-workdays.

We were also able to come to an agreement on clothing allowance (PPE) that is equally applicable to all employees who work outdoors, and we will provide options for how employees use their Comp Time (in lieu of overtime pay).

The union team took the proposed contract to the union membership for vote. They ratified the tentatively agreed contract on September 26, 2024.

The proposed contract is in line with those in our surrounding jurisdictions and will allow West Linn to remain competitive in today's very challenging hiring market.

Budget Impact:

Three-year Cost of Living Adjustment will cost approximately \$1,987,000.

Increase of VEBA in the next biennium will cost approximately \$22,700 over the life of the contract.

Deferred Compensation monthly benefit increase of 0.5% will occur in the next biennium and will cost approximately \$115,000.

Longevity of 2% at 15 years of service will cost approximately \$33,000 over the life of the contract.

The Public Works Standby Program pay will cost approximately \$47,000 over the life of the contract.

Clothing allowance and Comp Time should not cost the City more, as these amounts are already a liability and the changes should even out.

This contract takes effect July 1, 2024, so upon approval some elements will be applied retroactively.

All things considered, this is approximately \$60,000 under budget, assuming the budget methodologies for BN27 remain the same as current.

Sustainability Impact:

This does not directly relate to sustainability.

Council Goal/Priority:

This does not directly relate to a City Council Goal.

Council Options:

1. Approve the contract.
2. Ask the management team to return to the bargaining table.

**Staff Recommendation:**

Approve the three-year collective bargaining agreement with AFSCME. This has been a very productive and positive negotiation process. The tentative agreement is reasonable and fair. The three-year contract will provide certainty in next year's biennial budgeting process.

Potential Motion:

Move to approve the resolution to ratify the new three-year collective bargaining agreement with the City's AFSCME members.

Attachments:

1. Resolution 2024-09
2. AFSCME Collective Bargaining Agreement Interlineated
3. FY25-27 Compensation Plans

RESOLUTION 2024 -09

A RESOLUTION AUTHORIZING THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City's management team engaged in contract negotiations with members of the AFSCME negotiating team to define terms of an extended agreement; and

WHEREAS, the negotiating teams arrived at an agreement which was voted on and ratified by union members; and

WHEREAS, in the past, the City Council has authorized a collective bargaining agreement between the City of West Linn and the AFSCME union representing the City's employees.

NOW, THEREFORE, THE CITY OF WEST LINN RESOLVES AS FOLLOWS:

SECTION 1. This Resolution authorizes the three-year collective bargaining agreement between the City and the AFSCME union representing the City's employees, which is effective July 1, 2024 – June 30, 2027.

SECTION 2. This contract shall be effective July 1, 2024

This resolution was PASSED and ADOPTED this _____ day of _____, 2024, and takes effect upon passage.

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

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, 2027 ~~2024~~

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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. In the event the parties dispute timeline issues for matters submitted to a hearing, the adjudicator of the hearing will be limited to hear the timeliness arguments first, including any closing summation by the parties. The adjudicator will then rule from the bench on the timeliness issue.

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, the employee 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.

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

- 7.8 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.

- 7.9 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 Department Head. ~~Human Resources Manager.~~

- 7.10 To be considered for an alternative schedule options as provided 7.7, 7.8, 7.9 ~~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 next ~~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.

Any compensatory time accrual above 80 hours will be converted at the employee's regular rate of pay.* The converted amount shall be paid to the employee's VEBA account at the end of the second payroll cycle of the month. VEBA payments made on behalf of the employee will be made at the same time as regularly scheduled monthly city contributions to VEBA, with the method of payment of the City's choosing. Conversion statements will be provided to an employee by the City for each payroll cycle that a payment is made to the employee's VEBA account. Complete VEBA statements are provided to the employee by HRA-VEBA. (bargaining note: language from PD. There is no cash out option because of the VEBA roll over)

**Per payroll, there is a moment in time used by payroll to trigger the VEBA payment. The City will provide better clarification of the payroll process when adopted.*

Once per fiscal year, an employee may elect to receive compensation for up to 40 hours of accrued compensatory hours by providing written notice to payroll. Such requests will be processed through the normal biweekly payroll process. (bargaining note: Payment is subject to the timing of the request and may be delayed to the next payroll cycle dependent on payroll processing)

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, raingear, 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. The City will provide mid-high quality reflective Class III waterproof PTFE type raingear for Parks, Public Works, Engineering, Planning, and Building. (bargaining note: PTFE is gortex type fabric.)

Effective August 1, 2025, as provided in Appendix "X", listed classifications may receive once per fiscal year up to a \$400 reimbursement for purchased of approved safety toed footwear. Receipt of purchase is required.

(bargaining note: value is subject to applicable payroll deductions). (bargaining note: By past practice, payment is in August each year)

(bargaining note: current contract payments have been made for FY 24-25)

(bargaining note: City intends to purchase new reflective PTFE raingear by December 2024.)

~~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 are eligible for the footwear payment 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

Footwear Payment Equipment Reimbursement

The following positions are eligible for a safety toed boot payment equipment reimbursement ~~in~~ In August each year, consistent with Article 14

GIS Coordinator/Specialist
Community Relations Specialist
Engineering Technician
Senior Engineering Technician
Associate Engineers
Associate Planners
Building Inspector
Building Maintenance Worker
Park Maintenance Workers
Utility Workers
Water Quality Coord
Vehicle 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 the month following date of hire up to ~~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 <u>Up</u> 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.

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Expires June 30, 2027

- 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. (bargaining note: deleted per MOU 11/2023)~~
- 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" accrued vacation time with no more than three requests per year 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. Proration is calculated based on the FTE value. For example, a 0.5 FTE receives ½ the value of a 1.0 FTE. The calculation is based on the actual workday in which the holiday occurs). *(bargaining note: This is current practice and for clarification)*

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 3.70 hours of sick leave per pay period ~~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, with a minimum earning of 1 hour for every 30 hours worked consistent with state law. 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. 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.
- 18.2.4 or as otherwise allowed by applicable law.
- 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 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). Proration below 0.75 is calculated based on the employee's budgeted FTE. For example, if an employee is budgeted at 0.5

FTE, the employee will pay 50% of the premium. 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). Proration below 0.75 is calculated based on the employee's budgeted FTE. For example, if an employee is budgeted at 0.5 FTE, the employee will pay 50% of the premium. 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 ~~\$50,000~~ \$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 applicable state and federal leave laws. ~~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 Manager ~~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.

Effective July 1, 2025, the City VEBA contribution will be \$80.00 per employee.

Effective July 1, 2026, the City VEBA contribution will be \$90.00 per employee.

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. Leaves of absence without pay will not be granted unless an employee has exhausted all paid accrued leaves except for absences covered by Paid Leave Oregon. 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. While on an approved unpaid leave of absence, employees are not eligible to receive paid benefits/accruals per pay period for Veba, deferred compensation, uniform allowance, cell-phone stipend, vacation, sick, bereavement, holiday, or other City paid benefits, with the exception of continued health care coverage subject to applicable law. When an employee works part of a pay period and is also on an approved unpaid leave of absence

during the pay period, the employee will only receive a prorated portion of benefit accruals.

Employees who have voluntary payroll deductions, for example third party administrated short term disability, are responsible to make payments directly to the TPA.

Unapproved leaves of absence: Employees are not eligible for any benefits and may be subject to disciplinary action for not reporting to work.

- 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/Paid Leave Oregon 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

Effective and retroactive to July 1, 2024, or the pay period following execution of this agreement, the later of either, the wage increase will be 5.0% to the base step for all classifications in the wage scale.

Effective July 1, 2025, the wage increase will be 4.0% to the base step for all classifications in the wage scale.

Effective July 1, 2026, the wage increase will be 3.5% to the base step for all classifications in the wage scale.

Wage scale is attached as Exhibit A including job classifications. *(bargaining note: By practice, steps are calculated to be 5% apart subject to rounding and current formula)*

~~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. Employees are responsible to accurately report their daily time worked every work week. 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 will ~~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 ~~3.5%~~ 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. The base salary is for 2080 hours and does not include other hours worked. (bargaining note: This is current practice).
- Effective July 1, 2025, the City contribution of 3.5% will change to 4.0%.
- ~~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.

Employees with at least 180 months of continuous service with the City of West Linn will receive an additional two percent (2%) of their base wage hourly per pay period.
(bargaining note: This new provision is effective the pay period following the execution of this agreement.)

Longevity pay for years of service is not cumulative. (bargaining note: At 15 years of service, the total longevity earned is 2%)

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 ~~3.5~~ ~~3.0~~ ~~2.5~~ hours per day of straight time on unscheduled days* applied to the employee's 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 ~~15~~ ~~5~~ minutes and be readily available to report to the required work location or facility ~~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 3.5 ~~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~~

Tentative Interlineated Agreement between City of West Linn and AFSCME

Expires June 30, 2027

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~~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.~~ The City will adhere to ORS 243.698 when subject to mid-term bargaining obligations consistent with PECBA.

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 2027, ~~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 ____ day of _____, 2024,
~~2022~~

FOR THE CITY:

FOR THE UNION:

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 5.0 % COLA increase effective 7/1/24

Effective July 1, 2024 - June 30, 2025

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Civil Engineer	I	AFSCME	Hourly	39.2787	41.3583	43.5386	45.8447	48.2765	50.8342
GIS Coordinator	I	AFSCME	Bi-weekly	3,142	3,309	3,483	3,668	3,862	4,067
Building Plans Examiner / Inspector	I	AFSCME	Annually	81,700	86,025	90,560	95,357	100,415	105,735
Network and Computer Systems Administrator									
Senior Accountant									
Management Analyst	H	AFSCME	Hourly	36.6623	38.5994	40.6455	42.8174	45.0900	47.4631
Accountant	H	AFSCME	Bi-weekly	2,933	3,088	3,252	3,425	3,607	3,797
Community Relations Coordinator	H	AFSCME	Annually	76,258	80,287	84,543	89,060	93,787	98,723
Associate Planner	H	AFSCME							
Building Inspector III	H								
Senior Engineering Technician	G	AFSCME	Hourly	34.0628	35.8489	37.7860	39.8657	41.9873	44.2766
Building Plans Examiner	G	AFSCME	Bi-weekly	2,725	2,868	3,023	3,189	3,359	3,542
Associate Engineer	G	AFSCME	Annually	70,851	74,566	78,595	82,921	87,333	92,095
Records Coordinator / Deputy City Recorder	G	AFSCME							
Parks Program Manager - Maintenance	G	AFSCME							
Information Technology Analyst	G	AFSCME							
Park Development Coordinator	G	AFSCME							
Business Support/Economic Dev Coordinator									
Water Quality Coordinator									

City of West Linn Compensation Plan

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Local 350-1, Council 75

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Effective July 1, 2024 - June 30, 2025

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	F	AFSCME	<i>Hourly</i>	31.4800	33.1152	34.9349	36.8049	38.8342	40.8720
Building Maint. Worker III	F	AFSCME	<i>Bi-weekly</i>	2,518	2,649	2,795	2,944	3,107	3,270
Children's Librarian	F	AFSCME	<i>Annually</i>	65,478	68,880	72,665	76,554	80,775	85,014
Desk Top Technician II	F	AFSCME							
Engineering 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	<i>Hourly</i>	28.8468	30.4066	32.0502	33.7525	35.5890	37.4925
Administrative Staff Asst.	E	AFSCME	<i>Bi-weekly</i>	2,308	2,433	2,564	2,700	2,847	2,999
Assistant Planner	E	AFSCME	<i>Annually</i>	60,001	63,246	66,664	70,205	74,025	77,984
Building Inspector II	E	AFSCME							
Building Maintenance Worker II	E	AFSCME							
Desk Top Technician	E	AFSCME							
Librarian	E	AFSCME							

City of West Linn Compensation Plan

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

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AFSCME received a 5.0 % COLA increase effective 7/1/24

Effective July 1, 2024 - June 30, 2025

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Clerk II	E	AFSCME							
Park Maintenance Worker II	E	AFSCME							
Permit Coordinator	E	AFSCME							
Utility Worker II	E	AFSCME							
Library Children's Services Specialist	D	AFSCME	<i>Hourly</i>	26.4998	27.6393	29.1571	30.7336	32.3605	34.0963
Library Assistant III	D	AFSCME	<i>Bi-weekly</i>	2,120	2,211	2,333	2,459	2,589	2,728
Library Technical Assistant	D	AFSCME	<i>Annually</i>	55,120	57,490	60,647	63,926	67,310	70,920
Recreation Coordinator	D	AFSCME							
Building Inspector I									
Accounting Clerk	C	AFSCME	<i>Hourly</i>	23.6477	24.9056	26.2640	27.6477	29.1907	30.7336
Building Maintenance Worker	C	AFSCME	<i>Bi-weekly</i>	1,892	1,992	2,101	2,212	2,335	2,459
Library Assistant II	C	AFSCME	<i>Annually</i>	49,187	51,804	54,629	57,507	60,717	63,926
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>	21.0649	22.1718	23.3710	24.6121	25.9454	27.3542
			<i>Bi-weekly</i>	1,685	1,774	1,870	1,969	2,076	2,188
			<i>Annually</i>	43,815	46,117	48,612	51,193	53,966	56,897

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 5.0 % COLA increase effective 7/1/24

Effective July 1, 2024 - June 30, 2025

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Aide	A	AFSCME							
			<i>Hourly</i>	18.4318	19.4129	19.8733	21.6016	22.7420	23.9664
			<i>Bi-weekly</i>	1,475	1,553	1,590	1,728	1,819	1,917
			<i>Annually</i>	38,338	40,379	41,337	44,931	47,303	49,850

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

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 4.0 % COLA increase effective 7/1/25

Effective July 1, 2025 - June 30, 2026

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>	40.8498	43.0127	45.2802	47.6785	50.2076	52.8675
GIS Coordinator	I	AFSCME	<i>Bi-weekly</i>	3,268	3,441	3,622	3,814	4,017	4,229
Building Plans Examiner / Inspector	I	AFSCME	<i>Annually</i>	84,968	89,466	94,183	99,171	104,432	109,964
Network and Computer Systems Administrator									
Senior Accountant									
Management Analyst	H	AFSCME	<i>Hourly</i>	38.1288	40.1434	42.2714	44.5301	46.8936	49.3616
Accountant	H	AFSCME	<i>Bi-weekly</i>	3,050	3,211	3,382	3,562	3,751	3,949
Community Relations Coordinator	H	AFSCME	<i>Annually</i>	79,308	83,498	87,924	92,623	97,539	102,672
Associate Planner	H	AFSCME							
Building Inspector III	H								
Senior Engineering Technician	G	AFSCME	<i>Hourly</i>	35.4253	37.2829	39.2975	41.4603	43.6667	46.0476
Building Plans Examiner	G	AFSCME	<i>Bi-weekly</i>	2,834	2,983	3,144	3,317	3,493	3,684
Associate Engineer	G	AFSCME	<i>Annually</i>	73,685	77,548	81,739	86,237	90,827	95,779
Records Coordinator / Deputy City Recorder	G	AFSCME							
Parks Program Manager - Maintenance	G	AFSCME							
Information Technology Analyst	G	AFSCME							
Park Development Coordinator	G	AFSCME							
Business Support/Economic Dev Coordinator									
Water Quality Coordinator									

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 4.0 % COLA increase effective 7/1/25

Effective July 1, 2025 - June 30, 2026

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	F	AFSCME	<i>Hourly</i>	32.7392	34.4398	36.3323	38.2771	40.3876	42.5068
Building Maint. Worker III	F	AFSCME	<i>Bi-weekly</i>	2,619	2,755	2,907	3,062	3,231	3,401
Children's Librarian	F	AFSCME	<i>Annually</i>	68,097	71,635	75,571	79,616	84,006	88,414
Desk Top Technician II	F	AFSCME							
Engineering 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	<i>Hourly</i>	30.0007	31.6229	33.3322	35.1026	37.0125	38.9922
Administrative Staff Asst.	E	AFSCME	<i>Bi-weekly</i>	2,400	2,530	2,667	2,808	2,961	3,119
Assistant Planner	E	AFSCME	<i>Annually</i>	62,401	65,776	69,331	73,013	76,986	81,104
Building Inspector II	E	AFSCME							
Building Maintenance Worker II	E	AFSCME							
Desk Top Technician	E	AFSCME							
Librarian	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 4.0 % COLA increase effective 7/1/25

Effective July 1, 2025 - June 30, 2026

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Clerk II	E	AFSCME							
Park Maintenance Worker II	E	AFSCME							
Permit Coordinator	E	AFSCME							
Utility Worker II	E	AFSCME							
Library Children's Services Specialist	D	AFSCME	<i>Hourly</i>	27.5598	28.7449	30.3234	31.9630	33.6549	35.4602
Library Assistant III	D	AFSCME	<i>Bi-weekly</i>	2,205	2,300	2,426	2,557	2,692	2,837
Library Technical Assistant	D	AFSCME	<i>Annually</i>	57,324	59,789	63,073	66,483	70,002	73,757
Recreation Coordinator	D	AFSCME							
Building Inspector I									
Accounting Clerk	C	AFSCME	<i>Hourly</i>	24.5936	25.9018	27.3146	28.7536	30.3583	31.9630
Building Maintenance Worker	C	AFSCME	<i>Bi-weekly</i>	1,967	2,072	2,185	2,300	2,429	2,557
Library Assistant II	C	AFSCME	<i>Annually</i>	51,155	53,876	56,814	59,807	63,145	66,483
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>	21.9075	23.0587	24.3058	25.5965	26.9832	28.4484
			<i>Bi-weekly</i>	1,753	1,845	1,944	2,048	2,159	2,276
			<i>Annually</i>	45,568	47,962	50,556	53,241	56,125	59,173

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 4.0 % COLA increase effective 7/1/25

Effective July 1, 2025 - June 30, 2026

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Aide	A	AFSCME							
			<i>Hourly</i>	19.1691	20.1894	20.6683	22.4657	23.6517	24.9250
			<i>Bi-weekly</i>	1,534	1,615	1,653	1,797	1,892	1,994
			<i>Annually</i>	39,872	41,994	42,990	46,729	49,196	51,844

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

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 3.5 % COLA increase effective 7/1/26

Effective July 1, 2026 - June 30, 2027

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>	42.2796	44.5181	46.8650	49.3472	51.9649	54.7179
GIS Coordinator	I	AFSCME	<i>Bi-weekly</i>	3,382	3,561	3,749	3,948	4,157	4,377
Building Plans Examiner / Inspector	I	AFSCME	<i>Annually</i>	87,941	92,598	97,479	102,642	108,087	113,813
Network and Computer Systems Administrator									
Senior Accountant									
Management Analyst	H	AFSCME	<i>Hourly</i>	39.4633	41.5484	43.7509	46.0887	48.5348	51.0893
Accountant	H	AFSCME	<i>Bi-weekly</i>	3,157	3,324	3,500	3,687	3,883	4,087
Community Relations Coordinator	H	AFSCME	<i>Annually</i>	82,084	86,421	91,002	95,864	100,952	106,266
Associate Planner	H	AFSCME							
Building Inspector III	H								
Senior Engineering Technician	G	AFSCME	<i>Hourly</i>	36.6652	38.5878	40.6729	42.9114	45.1951	47.6593
Building Plans Examiner	G	AFSCME	<i>Bi-weekly</i>	2,933	3,087	3,254	3,433	3,616	3,813
Associate Engineer	G	AFSCME	<i>Annually</i>	76,264	80,263	84,600	89,256	94,006	99,131
Records Coordinator / Deputy City Recorder	G	AFSCME							
Parks Program Manager - Maintenance	G	AFSCME							
Information Technology Analyst	G	AFSCME							
Park Development Coordinator	G	AFSCME							
Business Support/Economic Dev Coordinator									
Water Quality Coordinator									

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 3.5 % COLA increase effective 7/1/26

Effective July 1, 2026 - June 30, 2027

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	F	AFSCME	<i>Hourly</i>	33.8850	35.6452	37.6039	39.6168	41.8012	43.9946
Building Maint. Worker III	F	AFSCME	<i>Bi-weekly</i>	2,711	2,852	3,008	3,169	3,344	3,520
Children's Librarian	F	AFSCME	<i>Annually</i>	70,481	74,142	78,216	82,403	86,946	91,509
Desk Top Technician II	F	AFSCME							
Engineering 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	<i>Hourly</i>	31.0507	32.7297	34.4988	36.3312	38.3080	40.3569
Administrative Staff Asst.	E	AFSCME	<i>Bi-weekly</i>	2,484	2,618	2,760	2,906	3,065	3,229
Assistant Planner	E	AFSCME	<i>Annually</i>	64,586	68,078	71,758	75,569	79,681	83,942
Building Inspector II	E	AFSCME							
Building Maintenance Worker II	E	AFSCME							
Desk Top Technician	E	AFSCME							
Librarian	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 3.5 % COLA increase effective 7/1/26

Effective July 1, 2026 - June 30, 2027

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Municipal Court Clerk II	E	AFSCME							
Park Maintenance Worker II	E	AFSCME							
Permit Coordinator	E	AFSCME							
Utility Worker II	E	AFSCME							
Library Children's Services Specialist	D	AFSCME	<i>Hourly</i>	28.5244	29.7509	31.3847	33.0817	34.8328	36.7013
Library Assistant III	D	AFSCME	<i>Bi-weekly</i>	2,282	2,380	2,511	2,647	2,787	2,936
Library Technical Assistant	D	AFSCME	<i>Annually</i>	59,331	61,882	65,280	68,810	72,452	76,339
Recreation Coordinator	D	AFSCME							
Building Inspector I									
Accounting Clerk	C	AFSCME	<i>Hourly</i>	25.4544	26.8083	28.2706	29.7600	31.4208	33.0817
Building Maintenance Worker	C	AFSCME	<i>Bi-weekly</i>	2,036	2,145	2,262	2,381	2,514	2,647
Library Assistant II	C	AFSCME	<i>Annually</i>	52,945	55,761	58,803	61,901	65,355	68,810
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>	22.6743	23.8657	25.1565	26.4924	27.9276	29.4440
			<i>Bi-weekly</i>	1,814	1,909	2,013	2,119	2,234	2,356
			<i>Annually</i>	47,162	49,641	52,326	55,104	58,089	61,244

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 3.5 % COLA increase effective 7/1/26

Effective July 1, 2026 - June 30, 2027

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Library Aide	A	AFSCME							
			<i>Hourly</i>	19.8400	20.8961	21.3916	23.2520	24.4795	25.7974
			<i>Bi-weekly</i>	1,587	1,672	1,711	1,860	1,958	2,064
			<i>Annually</i>	41,267	43,464	44,495	48,364	50,917	53,659

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

Agenda Bill 2024-10-07-02

Date: September 30, 2024

To: Rory Bialostosky, Mayor
Members, West Linn City Council

From: John Williams, City Manager *JRW*
Elissa Preston, Deputy City Manager/Human Resources Director *EP*

Subject: Management and Non-represented Employees Wages and Benefits

Purpose

Review of annual Cost of Living Adjustment (COLA) adjustment for management/non-represented employees and Municipal Judge, effective July 1, 2024, July 1, 2025, and July 1, 2026, as well as a benefits package to align with increases for AFSCME employees.

Question(s) for Council:

1. Does the City Council wish to approve a Cost of Living Adjustment to management, non-represented employees, and Municipal Judge of 5% retroactive to July 1, 2024, 4% on July 1, 2025, and 3.5% on July 1, 2026?
2. Does the City Council wish to approve a benefits package for management and confidential employees that aligns with the AFSCME package, to address inflation, retention and compression?

Public Hearing Required:

None required.

Background & Discussion:

Historically, the City Council has requested that staff bring forward a request for a Cost of Living Adjustment (COLA) that is as equitable as possible for the City's different employee groups. This can be challenging, as we have three unions who bargain independently on alternating years, a management and confidential group, a part-time group, and Municipal Judge. The non-represented employees and Municipal Judge have waited to request COLA and benefits until the AFSCME bargaining has concluded, to ensure equity and avoid compression.

Compression occurs when there is little difference in pay between employees and management. It is essential to maintain a clear wage difference between management and staff roles to reflect the varying levels of responsibility and expertise. Therefore, it is recommended that the COLA that is applied to the staff is also applied to their management to keep the wage span consistent.

This is not always promised, or requested, depending on budget and retention. Two years ago, management did not get benefits that AFSCME did. But if a negotiation results in increases for AFSCME and not management, the incentive to be in management decreases.

The City Council is also responsible for approving the COLA for the Municipal Judge and non-represented, non-benefited, part-time employees. The COLA recommended is the same for all in each fiscal year. Note that City Council stipend COLA is defined in the West Linn Charter and is not part of this package.

Lastly, we created a new pay range for the Police Captain position, to address compression with the Sergeants. This results in an equal pay differential of 13.5% between the Sergeants and the Captain, and a 13.5% differential between the Captain and the Chief. The Sergeants Union contract will be coming before the Council soon after they vote.

Budget Impact:

Three-year Cost of Living Adjustment for management and confidential employees will cost approximately \$1,437,000.

Management/Confidential Employees Benefits Only (three-year cost):

- The increases of VEBA contributions will cost approximately \$3,600.
The addition of longevity of 1% at 10 years, and 2% at 15 years of service will cost approximately \$127,000.
- Deferred Compensation benefit increase of 0.5% of base salary will occur in the next biennium, and will cost approximately \$129,000.

All COLA and benefits for management/confidential employees are approximately \$64,013 over original budget projections made during the last budget cycle, for BN27. This will need to be mitigated during the BN27 budget process.

Three-year Cost of Living Adjustment for part-time (non-represented) employees will cost approximately \$131,000 total. The original budget projections do not include this cost. The three-year Cost of Living Adjustment for the Municipal Judge is \$11,000.

Council Options:

1. Approve the resolution as recommended.
2. Modify the resolution.
3. Do not approve the resolution.

Staff Recommendation:

Staff recommends the City Council approve the COLA and benefits, as it aligns with pay equity and anti-compression best practices.

Potential Motion:

Motion to approve the resolution.

Attachments:

1. Resolution 2024-10
2. Salary and Benefits Plan for Management and Confidential
3. FY25-FY27 Salary Schedules

RESOLUTION 2024-10

A RESOLUTION OF THE WEST LINN CITY COUNCIL SETTING COMPENSATION LEVELS FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES, AND ELECTED OFFICIALS

WHEREAS, the West Linn Charter delegates responsibility for setting compensation levels to the City Council; and

WHEREAS, the cost-of-living Consumer Price Index for Western Cities B/C average for 2023 was 4.3%, and

WHEREAS, The City recognizes that inflation saw record highs in recent years, and acknowledges that it puts a financial strain on every employee equally, and

WHEREAS, The non-represented employees and elected officials of the City of West Linn have waited to request COLA and benefits until the AFSCME bargaining has concluded, in an attempt at equity and avoid compression, and

WHEREAS, The City recently settled a collective bargaining agreement with the general unit of employees with AFSCME, and

WHEREAS, To avoid compression issues with the management and non-represented employees, it is recommended to apply the same cost of living and benefits increases when possible, and

WHEREAS, The Elected Officials are historically provided a cost-of-living adjustment at the same rate as the management and non-represented employees.

NOW, THEREFORE, THE CITY OF WEST LINN RESOLVES AS FOLLOWS:

SECTION 1. Wages. Stipends for elected officials, and wages management and non-represented employees shall increase by 5% effective retroactive to July 1, 2024, and will receive 4% in FY26 and 3.5% in FY27.

SECTION 2. Benefits. Management and confidential employees will receive the same benefit increases as AFSCME, to ensure that non-represented employees do not have less benefits. Non-represented part-time employees and elected officials do not receive benefits.

This resolution was PASSED and ADOPTED this _____ day of _____, 2024, and takes effect upon passage.

RORY BIALOSTOSKY, MAYOR

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment B



CITY OF
**West
Linn**

Salary and Benefit Plan

Management and Confidential Employees

January 1, 2015

[~~Updated January 1, 2020~~](#)

[~~Updated July 15, 2022~~](#) [Last updated October 7, 2024](#)

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 - City Provided Vehicle
 - Clothing Allowance
 - Other Benefits
 - Compassionate Leave
 - Employee Assistance Program
 - Education Assistance
 - Relocation Expense Reimbursement

Employment Agreements

The City desires to have a clear understanding regarding compensation and the employment relationship with management and confidential employees. Therefore, the City and employee will have a written employment agreement to create a professional and business-like relationship.

The terms of the employment agreement are three (3) years, unless terminated sooner as provided in the agreement.

Unless the City or employee notifies the other to the contrary in accordance with the agreement, the agreement will automatically renew for successive one (1) year terms from its date of expiration.

Terms in this plan document no longer apply to Police Sergeants, as they have their own Collective Bargaining Agreement. Police Management and Confidential employees refer to the Police Chief, Police Captain, Assistant to the Chief/Records Supervisor, and Assistant to the Captain.

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Severance Pay

In the event the employee is dismissed by the supervisor and the employee has been and is willing and able to continue to satisfactorily perform the duties of the position and the employee is not being dismissed for any reason set forth in the employment agreement, the City will offer the employee a severance agreement. Dismissal during the probationary period set forth in the employment agreement will not be subject to severance.

The amount of severance pay to be offered to management and confidential employees in the employment agreement shall be equal to one (1) month of severance pay for every full year of service, with a minimum of three (3) months, and a maximum of six (6) months.

Salary Schedule

The salary schedules wages are set by City Council and shall be paid in accordance with the salary schedule attached as Exhibit B. Department Director ~~wages are determined by the City Manager, within the low to high range of the position. All other~~ management and confidential positions have steps within the ranges. The Department Director determines the beginning step and periodic advancements of steps throughout the range.

Sergeants Incentive Pay

Police Sergeants are eligible for Certification and Education Incentive Pay, with a maximum of 22 percent of base pay. Sergeants must submit a request for such pay, with verification of certification and education. Incentive pay is calculated on employee's base pay step.

Assoc. Degree/2 years College

2%

Intermediate DPSST Certification	5%
Intermediate DPSST Cert. with A.A./2 years College	7%
Bachelor's Degree	10%
Adv. DPSST Certification	10%
Adv. DPSST Certification with A.A./2 years of College	12%
Intermediate DPSST Cert. with Bachelor's Degree	13%
Adv. DPSST Certification with Bachelor's Degree	17%

Police Management 2% Longevity pay at 7+ years

Police Management and Confidential Employees with at least ~~eighty-four (84) months~~ 7 years of continuous service with the West Linn Police Department will receive an additional two percent (2%) of their base ~~salary wage hourly~~ per pay period. ~~Longevity is not subject to the incentive cap.~~

All Other Management and Confidential Employees Longevity Pay

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Employees will receive a longevity increase of 1% of base salary after 10 years of continuous service, and 2% of base salary after 15 years of continuous service.

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Leaves

Vacation Time

Eligible full-time management and confidential employees shall accrue vacation hours, up to a maximum of 400 hours, as follows:

Completed Years of Continuous Service	Rate of Accrual per Pay Period	Weeks per Year
Less than 4 years	5.23	3.4
4 years to less than 8 years	6.77	4.4
8 years to less than 11 years	7.38	4.8
11 years to 15 years	8.31	5.4
15+ years	8.62	5.6

The City Manager may base initial hiring accrual rate on years of experience.

Eligible part-time employees shall accrue paid vacation leave on a prorated basis.

Accrual of vacation leave is capped at 400 hours for full-time employees, and 200 hours for part-time employees. —Depending on the number of compensable hours in the pay period, employees may be subject to a prorated benefit for the pay period. In order to accrue vacation leave hours, an employee must have compensable hours during the same pay period.

~~Vacation may not be used until the completion of six (6) months of employment.~~

An employee may "sell-back" up to 80 hours per fiscal year of accrued vacation time for cash payment. To sell-back vacation time the employee must: 1) request to take an equivalent amount of vacation time

at a specified time, and 2) get the request approved by the Department Director or City Manager. Full-time employees must have a minimum of 40 hours of accrued vacation leave remaining after the request; the amount of required vacation leave remaining after the request will be pro-rated for part-time employees.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination. ~~If termination occurs before six (6) months of employment, the time is not paid out.~~

Management Leave

Management Leave is a privilege extended to recognize full-time exempt employees who spend many extra hours working on behalf of the City without receiving additional salary or time off. It is not the City's intent to replace time on an hour-for-hour basis.

Exempt employees who are not eligible for overtime receive additional hours of paid leave each fiscal year to be taken as Management Leave. New employees ~~may~~ shall be granted leave on a prorated basis. Management Leave shall be available to exempt employees on July 1 and it must be used by June 30 of the following year. This leave is "use it or lose it" and must be used in the fiscal year it was received. The use of Management Leave must be approved in advance by the employee's supervisor. Management Leave cannot be converted to other leave and is not paid upon separation from City employment. Management Leave may be granted to the following classifications as outlined below; however, the City Manager has the discretion to grant additional hours to mid-managers who attend regular nightly meetings or work after hours events.

- Department Heads receive 48 hours (6 days)
- Mid-Management receive 24 hours (3 days)

~~* In 2016, managers on Employees on the 9-80 schedule (City Hall and Public Works) agreed to give up will have this bank reduced by 8 hours of management leave, in lieu of receiving 9 hours of holiday pay for regularly scheduled 9 hour days.~~

Sick Leave

Eligible employees shall begin to accrue paid sick leave benefits on the first day of employment, as follows:

- Full-time employees shall accrue sick leave at the rate of 3.70 hours per pay period.
- Part-time employees shall accrue sick leave on a prorated basis.

Accrual of sick leave is capped at 960 hours for full-time employees, and 480 hours for part-time employees. Depending on the amount of compensable hours during a pay period, employee may be subject to a prorated benefit for same pay period. In order to accrue sick leave hours, an employee must have compensable hours during the same pay period.

Unused sick leave is not paid out upon separation from the City, however the hours on record at separation are reported to PERS.

Police Management and Confidential Employees Sick Leave Payout at Retirement

Employees with at least 120 months of continuous service with the West Linn Police Department who retire under PERS and who are in good standing with the Department (e.g: not pending disciplinary investigation), are eligible to receive a contribution to their individual VEBA account in the amount equivalent to their base rate of pay for 50% of their accrued sick leave up to a maximum payment of 500 hours. This provision does not apply to employees who have already retired under PERS.

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Holidays

The City has designated the following days for the observance of holidays, and most facilities are closed on these days:

- New Year's Day
- Martin Luther King's Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday Following Thanksgiving
- Christmas Day

If a recognized holiday falls within an eligible employee's approved vacation, it will be paid as a holiday and will not be deducted from the employee's vacation leave bank.

~~Sergeants Receive Holiday in Lieu accruals, as they are required to work on holidays. They receive 104 hours, as an accrual over the year. Upon resignation/termination, any unused hours of Holiday In Lieu of Holiday accruals will be paid out in the same manner as vacation accruals.~~

Employees on the 4-10 schedule will be required to use 2 hours of vacation leave to ensure a full ten hours day is achieved.

The City will make schedule accommodations in order to observe employees beliefs or practices in connection with a religious holiday, but they will not be City paid.

Benefits

Medical and Dental Premiums

Management and confidential employees who are regularly scheduled to work at least 20 hours per week are eligible to enroll themselves and qualified dependents in a health plan on the first day of the month following their hire date with the City, provided they meet the other eligibility criteria in the plan.

Full time employees pay a 10 percent portion of their premium cost, as a payroll deduction. Part-time employees portion will be prorated.

Covered employees continue to be eligible while they are being compensated by the City for at least 20 hours per week, or as otherwise required by law (e.g. FMLA/[PLO](#)). Coverage through the City's group plan will end on the last day of the month in which an employee resigns, is terminated, laid off, or has a reduction in hours below 20 per week. Employees also continue to be eligible for coverage while they are on a qualifying family medical leave, in accordance with applicable law.

Upon separation from City employment or other qualifying event, an employee and ~~his or her~~ [their](#) covered dependents may elect to continue City health benefits at their own expense, to the extent provided for under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA). A notice explaining the right to elect this coverage and the process for doing so will be sent to the employee or their covered dependent.

HRA-Veba

The City provides \$~~760.00~~ per month into an HRA Veba account. [This amount will increase to \\$80.00 per month in July 2025, and \\$90.00 per month in July 2026.](#) An HRA is an employer paid, tax-free, savings account for family medical care expenses and premiums now, or during retirement. It is a claims-based system, where the employee submits claims to be reimbursed for out-of-pocket medical expenses like copays, deductibles, prescriptions, Medicare, etc.

- See Sick Leave Cashout at Retirement above for details for Police Management and Confidential employees.

Life Insurance and AD&D

The City provides group term life insurance equal to 1 ½ times the employee's annual salary, up to \$50,000, \$60,000 for sworn Police Management, and \$2000 dependent coverage, as well as accidental death or dismemberment benefits of the same value to all regular employees who are scheduled to work a minimum of 20 hours a week.

Long Term Disability (LTD)

The City's insurance carrier provides 50% of wage loss (with \$4000/mo max) benefit to eligible employees who have been unable to work for 90 days or more due to accident or illness. Employees who are being compensated by the insurance carrier for long term disability are not eligible to accrue vacation leave, sick leave, holiday pay or other benefits.

Long-term disability payments (LTD) are reduced by the amount of any workers' compensation or social security disability benefits received by the employee, as specified by the insurance carrier.

Retirement

The City is a member of the Oregon Public Employees Retirement System (PERS) and contributes on behalf of the employee and the employer.

Information regarding these benefits can be found online at the PERS website. Employees acquire rights to retirement plan benefits according to the rules and procedures set forth in the plan and applicable laws.

In addition to an employee's regular compensation, the City pays four- ~~(4)~~ percent of employee's earned salary. [This benefit will increase to four and a half \(4.5%\) on July 1, 2025.](#) At the employee's election, they can use this additional compensation to participate in a deferred compensation program offered by the City.

Workers' Compensation

All employees are covered by the City's workers' compensation insurance. It provides for medical treatment and time loss benefits for approved claims arising from on-the-job injuries and occupational disease.

Taxable Benefits

Cell Phone

Due to the nature of some positions, an employee may be required to maintain use of a cell phone for business purposes. Therefore, in lieu of providing a city-owned cell phone, the employee is required to have a personal cell phone and the City will provide an allowance of \$75.00 per month to employee for the purpose of obtaining and maintaining the use of a cell phone. This allowance is taxable to the employee.

Auto Allowance

Due to the nature of certain positions, an employee may be provided with an auto allowance, upon approval from the City Manager. Depending on the position, the auto allowance may be taxable to the employee.

City Provided Vehicle

Due to the nature of certain positions, an employee may be provided with a take-home vehicle, upon approval from the City Manager. Depending on the position, the take-home vehicle may be taxable to the employee.

Clothing Allowance

Depending on the requirements of particular positions, the City may provide a clothing allowance on an annual basis, as determined by the individual department.

For clothing purchases that may be used outside of the regular duties of the job, the allowance is taxable to the employee.

For all positions, any article of clothing necessary for job performance, which is purchased in compliance with OSHA safety regulations, including protection for eyes, ears, respiratory, skin, hands or feet, shall be considered part of the supplies necessary for the job and not calculated as part of the clothing allowance. These are business expenses, paid for by the City.

Other Benefits

Compassionate Leave

Employees may take up to forty (40) hours of paid time off in the event of the death of a family member. OFLA eligible employees are entitled to up to two (2) weeks of bereavement leave.

Employee Assistance Program

The City provides an Employee Assistance Program (EAP) to all employees at no cost to the employee. Employees who need counseling or other help with personal problems may contact a professional counselor with the employee assistance program (EAP) sponsored by the City.

Education Assistance

The City pays the cost of classes or seminars it requires an employee to attend during an employee's regularly scheduled work hours in accordance with federal and state laws.

Subject to a maximum of five hundred dollars (\$500) per employee, per fiscal year and the availability of funds, the City may reimburse an employee for tuition and books for courses directly related to the employee's work.

Relocation Expense Reimbursement

The City Manager has the authority to reimburse reasonable moving expenses for relocation, for certain managerial or professional employees whose skills are difficult to find in the local labor market.

Relocation reimbursement may be subject to taxes. Should the employee voluntarily leave City employment within two (2) years of employment, the employee will be required to reimburse the City for a prorated portion of the payments made to the employee for moving/relocation expenses.

**City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective July 1, 2024 - June 30, 2025**

COLA increase 7/1/24

1.05

[illegible]

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective July 1, 2024 - June 30, 2025

COLA increase 7/1/24
1.05

	Grade	New Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Administrator	23	4	<i>annually</i>	\$72,512.50	\$75,052.38	\$79,986.54	\$83,988.39	\$88,118.36	\$92,504.29	\$97,127.59
Asst to the Library Director/ Library Operations Supervisor			<i>monthly</i>	\$6,043	\$6,254	\$6,666	\$6,999	\$7,343	\$7,709	\$8,093.96
			<i>hourly</i>	\$34.86	\$36.08	\$38.46	\$40.38	\$42.36	\$44.47	\$46.70
HR Specialist	24	3	<i>annually</i>	\$69,533.42	\$73,060.41	\$76,678.69	\$80,498.05	\$84,554.89	\$88,739.72	\$93,034.04
Payroll Specialist			<i>monthly</i>	\$5,794.45	\$6,088.37	\$6,389.89	\$6,708.17	\$7,046.24	\$7,394.98	\$7,752.84
			<i>hourly</i>	\$33.43	\$35.13	\$36.86	\$38.70	\$40.65	\$42.66	\$44.73
Assistant to the Captain	20	2	<i>annually</i>	\$65,802.59	\$69,663.26	\$73,172.63	\$76,682.29	\$80,489.81	\$84,561.10	\$88,614.48
			<i>monthly</i>	\$5,483.55	\$5,805.27	\$6,097.72	\$6,390.19	\$6,707.48	\$7,046.76	\$7,384.54
			<i>hourly</i>	\$31.64	\$33.49	\$35.18	\$36.87	\$38.70	\$40.65	\$42.60
HR Assistant	18	1	<i>annually</i>	\$62,512.47	\$65,950.65	\$69,577.94	\$73,404.73	\$77,441.99	\$81,701.30	\$86,194.87
			<i>monthly</i>	\$5,209.37	\$5,495.89	\$5,798.16	\$6,117.06	\$6,453.50	\$6,808.44	\$7,182.90
			<i>hourly</i>	\$30.05	\$31.71	\$33.45	\$35.29	\$37.23	\$39.28	\$41.44

Salaries may vary slightly due to rounding and the City's payroll software calculations.

Sergeant's position has moved into their own union.

New range for Police Captain to address compression with Sergeant

**City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective July 1, 2025 - June 30, 2026**

COLA increase 7/1/25

1.04

[illegible]

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective July 1, 2025 - June 30, 2026

COLA increase 7/1/25
1.04

	Grade	New Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Administrator	23	4	<i>annually</i>	\$75,413.00	\$78,054.47	\$83,186.00	\$87,347.93	\$91,643.10	\$96,204.46	\$101,012.69
Asst to the Library Director/ Library Operations Supervisor			<i>monthly</i>	\$6,284	\$6,505	\$6,932	\$7,279	\$7,637	\$8,017	\$8,417.72
			<i>hourly</i>	\$36.26	\$37.53	\$39.99	\$41.99	\$44.06	\$46.25	\$48.56
HR Specialist	24	3	<i>annually</i>	\$72,314.76	\$75,982.83	\$79,745.84	\$83,717.97	\$87,937.08	\$92,289.30	\$96,755.40
Payroll Specialist			<i>monthly</i>	\$6,026.23	\$6,331.90	\$6,645.49	\$6,976.50	\$7,328.09	\$7,690.78	\$8,062.95
			<i>hourly</i>	\$34.77	\$36.53	\$38.34	\$40.25	\$42.28	\$44.37	\$46.52
Assistant to the Captain	20	2	<i>annually</i>	\$68,434.69	\$72,449.80	\$76,099.54	\$79,749.58	\$83,709.40	\$87,943.55	\$92,159.06
			<i>monthly</i>	\$5,702.89	\$6,037.48	\$6,341.63	\$6,645.80	\$6,975.78	\$7,328.63	\$7,679.92
			<i>hourly</i>	\$32.90	\$34.83	\$36.59	\$38.34	\$40.24	\$42.28	\$44.31
HR Assistant	18	1	<i>annually</i>	\$65,012.97	\$68,588.68	\$72,361.06	\$76,340.92	\$80,539.67	\$84,969.35	\$89,642.66
			<i>monthly</i>	\$5,417.75	\$5,715.72	\$6,030.09	\$6,361.74	\$6,711.64	\$7,080.78	\$7,470.22
			<i>hourly</i>	\$31.26	\$32.98	\$34.79	\$36.70	\$38.72	\$40.85	\$43.10

Salaries may vary slightly due to rounding and the City's payroll software calculations.
City Manager and City Attorney pay adjusted per their individual employment agreements.

**City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective July 1, 2026 - June 30, 2027**

COLA increase 7/1/26

1.035

[illegible]

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective July 1, 2026 - June 30, 2027

COLA increase 7/1/26
1.035

	Grade	New Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Administrator	23	4	<i>annually</i>	\$78,052.46	\$80,786.38	\$86,097.52	\$90,405.11	\$94,850.60	\$99,571.61	\$104,548.13
Asst to the Library Director/ Library Operations Supervisor			<i>monthly</i>	\$6,504	\$6,732	\$7,175	\$7,534	\$7,904	\$8,298	\$8,712.34
			<i>hourly</i>	\$37.53	\$38.84	\$41.39	\$43.46	\$45.60	\$47.87	\$50.26
HR Specialist	24	3	<i>annually</i>	\$74,845.78	\$78,642.22	\$82,536.94	\$86,648.10	\$91,014.88	\$95,519.43	\$100,141.84
Payroll Specialist			<i>monthly</i>	\$6,237.15	\$6,553.52	\$6,878.08	\$7,220.67	\$7,584.57	\$7,959.95	\$8,345.15
			<i>hourly</i>	\$35.98	\$37.81	\$39.68	\$41.66	\$43.76	\$45.92	\$48.15
Assistant to the Captain	20	2	<i>annually</i>	\$70,829.90	\$74,985.54	\$78,763.02	\$82,540.81	\$86,639.23	\$91,021.57	\$95,384.63
			<i>monthly</i>	\$5,902.49	\$6,248.79	\$6,563.59	\$6,878.40	\$7,219.94	\$7,585.13	\$7,948.72
			<i>hourly</i>	\$34.05	\$36.05	\$37.87	\$39.68	\$41.65	\$43.76	\$45.86
HR Assistant	18	1	<i>annually</i>	\$67,288.42	\$70,989.28	\$74,893.69	\$79,012.85	\$83,358.55	\$87,943.27	\$92,780.15
			<i>monthly</i>	\$5,607.37	\$5,915.77	\$6,241.14	\$6,584.40	\$6,946.54	\$7,328.60	\$7,731.68
			<i>hourly</i>	\$32.35	\$34.13	\$36.01	\$37.99	\$40.08	\$42.28	\$44.61

Salaries may vary slightly due to rounding and the City's payroll software calculations.
City Manager and City Attorney pay adjusted per their individual employment agreements.

Work Session Agenda Bill

Date Prepared: September 26, 2024

For Meeting Date: October 7, 2024

To: Rory Bialostosky, Mayor
West Linn City Council

Through: John Williams, City Manager *JRW*

From: Peter Mahuna, Police Chief

Subject: Amending West Linn Municipal Code Chapter 5 Relating to attracting and feeding wild animals

Purpose:

Discuss possible amendment to Municipal Code Chapter 5 (Public Protection) to prohibit attracting or feeding certain wild animals.

Question(s) for Council:

Does Council wish to amend Chapter 5 to prohibit attracting and feeding wild animals? What amount of public review of a draft ordinance would Council wish prior to considering a final ordinance?

Background & Discussion:

A community member spoke at the September 9, 2024 City Council Meeting about the potential health impacts and public nuisance issues with residents feeding wild animals and the unintended consequences of doing so. The food being left out was initially intended for feral cats, however it has attracted skunks, rats, and crows. The amount of bird droppings that cover play structures and backyard furniture creates a health hazard. Community members have asked for an ordinance to be created to prohibit the attracting and feeding of wild animals.

Propose Ordinance Change

An ordinance based on language from neighboring cities is attached. It would add new sections to the West Linn Municipal Code that defines attractants, feeders, water features, and wild animals. The new section would prohibit attracting or feeding of wild animals by declaring it to be a public nuisance, but would create exceptions, including for birdfeeders, feeding of domesticated rabbits, and feeding under permits obtained from state agencies.

Other Considerations

This ordinance would create standards within the City of West Linn but could be very challenging to enforce, as will be discussed at the Work Session. Enforcement may be simpler

with very egregious cases. Enforcement would follow the process requirements of other nuisances, which begin in MC 5.495.

The proposed ordinance has not yet been reviewed by the City Attorney. Legal review and editing would be provided following Council initial discussion and direction.

Council Options:

- 1) Direct staff to bring the proposed ordinance to the next Council Meeting for adoption.
- 2) Direct staff to revise the proposed ordinance and bring to the next Council Meeting for adoption.
- 3) Direct staff to conduct public outreach prior to returning to Council for a decision.
- 4) Direct staff to leave the Code as is.

Staff Recommendation:

Staff recommends moving forward with the Ordinance and recommends allowing public comment prior to further consideration, including forwarding to all neighborhood associations in a timely manner to allow their discussion at an upcoming meeting.

Attachments:

1. Draft Ordinance

ORDINANCE XXXX

AN ORDINANCE RELATING TO ATTRACTING AND FEEDING WILD ANIMALS AND AMENDING WEST LINN'S MUNICIPAL CODE

Annotated to show ~~deletions~~ and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are **bold underlined**.

WHEREAS, Chapter II, Section 4, of the West Linn City Charter provides:

Powers of the City. The City shall have all powers which the Constitution, statutes and common law of the United States and of this State now or hereafter expressly or implied grant or allow the City, as fully as though this Charter specifically enumerated each of those powers;

WHEREAS, the feeding of wildlife in an urban environment can lead to negative impacts on animals, people, and the environment; and

WHEREAS, feeding wildlife can lead to aggressive behavior towards humans, which presents health and safety concerns for residents and visitors; and

WHEREAS, feeding wildlife can artificially support the growth and carrying of capacity of urban wildlife populations, compromising wildlife health, and increasing human exposure to and conflict with wildlife; and

WHEREAS, feeding wildlife can cause certain species to localize activity in the vicinity of those food sources, thus increasing associated negative impacts on residents and visitors within those neighborhoods; and

WHEREAS, the City Council has a duty and interest in protecting public health, safety, and welfare within the City of West Linn.

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

SECTION 1. New Section(s). West Linn Municipal Code Section(s) 5.540 Purpose through 5.545 Exemptions are added to read as follows:

5.540 Purpose. Feeding wild animals in an urban environment is both detrimental to wildlife health and causes a public health nuisance and safety hazard that negatively impacts public health and welfare. This chapter is intended to prohibit, with exceptions, the feeding of certain wild animals within the city of West Linn so as to protect public health, safety and welfare, and to prescribe penalties for failure to comply.

5.545 Definitions.

“Attractant” means any substance that draws animals to a particular location and includes, but is not limited to, food and garbage. Attractant does not include ponds, water features, lawns, flowers, shrubs, trees, fallen fruit, or gardens that are eaten by wild animals.

“Feeder” means any device or container used for feeding animals.

“Bird feeder” A container, receptacle or apparatus designed for the feeding of songbirds or other backyard birds.

“Feed” to give, place, expose, deposit, distribute or scatter any edible material which can be utilized for consumption by wild animals. Feeding does not include baiting for the legal taking of fish and/or game.

“Water feature” means a decorative landscaping element that incorporates water.

“Wild animal” means, for the purpose of this chapter, all non-domesticated animals (i.e., bear, cougar, coyote, deer, fox, opossum, rabbit, raccoon, skunk, rats, and other rodents).

5.540. Attracting or Feeding Wild Animals Prohibited. The attracting or feeding of wild animals within the city limits is declared to be a public nuisance and is prohibited. This prohibition includes a person placing or knowingly allowing food or other attractants to be placed on private property or public property with the intent of attracting or feeding wild animals. No person shall store pet food or animal feed in a negligent manner likely to attract wild animals.

5.545. Exceptions. The prohibitions in this section do not apply to:

A. Feeding of birds; provided that the food is contained in a bird feeder which is reasonably designed to avoid access by wild animals and placed in a manner to avoid access by wild animals.

B. Feeding of domesticated rabbits kept in an enclosure.

C. Feeding of wild animals kept under a valid permit issued by the Oregon Department of Fish and Wildlife.

D. Any state, county or local government employee or agent authorized to implement a wildlife management program involving baiting, or any other person authorized to bait and trap wildlife pursuant to state law.

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said

ordinance(s) or portions of the ordinance were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder or the designee is authorized to correct any cross-references and any typographical errors.

SECTION X. Effective Date. This ordinance shall take effect on the 30th day after its passage.

The foregoing ordinance was first read by title only in accordance with Chapter VIII, Section 33(c) of the City Charter on the _____ day of _____, 2024, and duly PASSED and ADOPTED this _____ day of _____, 2024.

RORY BIALOSTOSKY, MAYOR

ATTEST:

KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY