



CITY OF
West Linn

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

WEST LINN CITY COUNCIL MEETING NOTES October 14, 2024

Pre-Meeting

Call to Order and Pledge of Allegiance [6:00 pm/5 min]

Council Present:

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

Staff Present:

Deputy City Manager Elissa Preston, City Attorney Kaylie Klein, Library Director Doug Erickson, and Administrative Assistant Kathy Connell.

Approval of Agenda [6:05 pm/5 min]

Council President Mary Baumgardner moved to approve the agenda for the October 14, 2024, West Linn City Council Meeting, moving Item 5, Indigenous Peoples' Day Proclamation to the first item on the agenda. Councilor Carol Bryck 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

Indigenous Peoples' Day Proclamation [6:35 pm/10 min]

Proclamation

Council President Baumgardner read the Proclamation, declaring October 14, 2024, Indigenous People's Day in the City of West Linn. She then introduced Deitz Peters, a member of the Confederated Tribes of Grand Ronde and Director of the Native American Cultural Encampment who shared information about the Encampment and Native culture.

Public Comment [6:10 pm/10 min]

Public Comment - Lori Bacon

Lori Bacon, West Linn, spoke to the need for improved traffic safety in the Sunset neighborhood particularly for children and pedestrians.

Councilor Groner noted that building ADA-compliant crosswalks made up the bulk of the cost and would lead to fewer crosswalks overall, whereas striping and signage are relatively inexpensive. He suggested some creativity be applied to get the needed number of sidewalks in Sunset and other neighborhoods.

Dean Suhr, West Linn, spoke about Oppenlander Field. He urged additional negotiation with the West Linn School District.

Bill Ramirez, West Linn, spoke about residents feeding wildlife and the problems that caused.

Mayor Bialostosky replied that a draft ordinance regarding feeding wildlife was in the works.

Joy Mutare spoke about a defunct City-grant funded program of which she was once co-chair and associated difficulties. She wanted to give the remaining funds back to the City.

Jenn Petrin, West Linn, spoke to traffic safety in the Sunset neighborhood, particularly Sunset Road.

Councilor Bonnington said he had spoken with Ms. Petrin last week. He agreed traffic safety improvements were needed due to the increased population in the neighborhood.

Councilor Groner noted West Linn did not have school crossing guards and proposed a discussion with the School Board.

Cayetano Gil, West Linn, met with Public Works Staff last week regarding Safe Routes to School and proposals for traffic safety improvements to the Sunset Neighborhood.

Mayor and Council Reports [6:20 pm/15 min]

Reports from Community Advisory Groups

Council President Baumgardner reported on her attendance at the Economic Development Commission (EDC) training on October 10th, the fourth annual event for Indigenous Peoples' Day at Clackamas Community College, and the Fall Fest in Mary S. Young Park. She would be representing the City and Council at the League of Oregon Cities Annual Conference through Saturday.

Councilor Bryck attended a Lower Boones Ferry tour regarding Vision 43. She also attended the EDC training and believed a lot of good connections could be made there as Vision 43 moved ahead.

Councilor Bonnington attended the Fall Fest and praised the Parks Department for a fantastic event. He would be in Astoria this Thursday and Friday to represent the City in the McLean House Historic Designation under consideration.

Councilor Groner attended the Hwy 43 tour in Lake Oswego and found what had been done there to be enlightening. He believed a lot of their ideas could be applied to Hwy 43. He attended a meeting at the Sunset neighborhood fire hall with about 20 people. A presentation was given by the City on some proposals for crosswalks, but he did not believe the attendees were very enthusiastic about them as the proposals seemed to be warmed-over versions from 2019. More creativity needed to be applied for more and better crosswalks in the right locations.

Mayor Bialostosky attended the Local Officials Advisory Committee Meeting for the Department of Land Conservation and Development last week. Discussion included the Oregon Housing Needs Analysis regulations and rules around the Housing Production Strategy. He advocated for more local government resources from the State if it mandated housing. So far, grant funding and staff support had been available for that work.

Shared River Assets and Opportunities Statement

Shared River Assets Statement

Kent Ziegler, West Linn, stated he wanted volunteers to take a more holistic and cohesive approach on how to engage with many different agencies and entities to look at historical, cultural, economic, and recreational activities that could take place on both sides of the river and the Falls. He encouraged the various groups to work together on an approach where everyone's opinions were heard.

Jerry Herrman, Gladstone, wanted an effort made to bring cities together to consider the river and to work together with a community-development focus. He referred to a packet distributed to Council explaining the activities of the River Opportunities Task Force and spoke to the importance of having groups provide support or sign letters of support. He listed various possible river business and tourism opportunities and noted the last page listed participants

who had agreed to take part. The Task Force's next meeting was on November 20th at the Rivershore Hotel Dining Room from 9 am to 11 am in Oregon City at which anyone was welcome. He confirmed participants providing support were no longer required to be a part of the Task Force.

City Attorney Klein stated she currently had no concerns with Council signing the Statement.

Council President Baumgardner said her only concern regarded environmental impacts. Mr. Ziegler and Mr. Herrman replied that the environment was a top priority for the Task Force. The Portland Harbor Superfund has \$500 million available for environmental mitigation. The City of Gladstone had accessed \$10 million of the Superfund for several projects. West Linn's fund could be matched by those funds for environmental improvements.

Council agreed to have the Mayor sign the joint statement.

Councilor Bonnington said he would attend the Task Force's November 20th meeting.

[Consent Agenda \[6:45 pm/5 min\]](#)

Agenda Bill 2024-10-14-01: Meeting Minutes for September 9 and October 7, 2024

[Draft Minutes Information](#)

Council President Mary Baumgardner moved to approve the Consent Agenda for the October 14, 2024, West Linn City Council Meeting which includes the September 9 and October 7, 2024. Councilor Carol Bryck 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

[Business Meeting \[6:50 pm/60 min\]](#)

Agenda Bill 2024-10-14-02: RES 2024-11, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) - SERGEANTS UNIT COLLECTIVE BARGAINING AGREEMENT

[RES 2024-11 Information](#)

Deputy City Manager Preston presented the Agenda Bill report on the Sergeants Union contract. The Sergeants were recently unionized and a tentative, one-year collective bargaining agreement was formed with the City to be bargained for a three-year term in February 2025. Staff recommended approval of the agreement. A correction was needed to Section 2 of the Resolution, which should read: "...July 1, ~~2024~~ **2024**."

Council President Mary Baumgardner moved to approve Resolution 2024-11 as amended, correcting the date in Section 2 to 2024, authorizing the signing of the proposed one-year collective bargaining agreement with CCPOA sergeant's unit. Councilor Carol Bryck 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

[Agenda Bill 2024-10-14-03: Arts & Culture Commission Process and Recommendations for Acquisition of Public Art for the Percentage for the Arts Program](#)

[ACC Information](#)

Deputy City Manager Preston and Library Director Erickson presented the Agenda Bill report, noting the meeting packet contained questions from the Arts & Culture Commission (ACC) for Council's direction. Those questions were: 1) Should up to \$1,000 be used for the process of art selection and final drawings or renderings; and 2) Does Council want to move ahead with the governing guidelines and process document for the selection process from the ACC? The document would be brought back to Council for approval. A motion was not being requested tonight.

Shatrine Krake, Executive Director, Chamber of Commerce, reported six artists had submitted drawings or ideas for a bike kiosk. Two were chosen by the ACC, followed by meetings with the artists who provided drawings at that time.

Staff answered questions from Council as follows:

- Involvement of the ACC and other groups such as the Historic Review Board would depend upon the type of art. The grant for the bike kiosk was awarded to Historic Main Street from the City but would typically have been done by Public Works.
- The funds would be used for final artist renderings and perhaps for other items such as promotion in publications for certain types of art, like that from indigenous artists.
- The art itself would be funded by the 1.5 percent from the Percentage for the Arts program, with 1 percent being for acquisition, and the .5 percent being for maintenance.

Council agreed to consider the funding request and the ACC guidelines and process at a future Council meeting.

[City Manager Report \[7:55 pm/5 min\]](#)

Deputy City Manager Preston reported the October OWL newsletter had been mailed. Next week's work session would have Lobbyist Doug Riggs review the 2025 legislative priorities.

Planning Manager Wyss would discuss the Climate-Friendly and Equitable Communities amendments.

City Attorney Report [8:00 pm/5 min]

City Attorney Klein reported she had attended the Oregon City Attorneys Association annual meeting last week in Newport and found the content and programming very helpful. She would share highlights with Council later.

Council President Baumgardner attended the Willamette Neighborhood Association (WNA) meeting last Wednesday. The WNA has had to shoulder much of the burden of paying for events that benefit the entire community. The specific concern at the meeting was the requested donation by Main St of WNA for the Halloween event this month. She asked that Council discuss at a future meeting what could be done to encourage or set up a process for other neighborhoods to contribute to events that benefit the entire community.

Adjourn [8:05 pm]

Minutes approved 11-12-24.



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CITY COUNCIL AGENDA

Monday, October 14, 2024

5:30 p.m. – Pre-Meeting – Bolton Room & Virtual*

6:00 p.m. – Business Meeting – Council Chambers & Virtual*

1. Call to Order and Pledge of Allegiance [6:00 pm/5 min]
2. Approval of Agenda [6:05 pm/5 min]
3. Public Comment [6:10 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.

4. Mayor and Council Reports [6:20 pm/15 min]
 - a. Reports from Community Advisory Groups
 - b. Shared River Assets and Opportunities Statement
5. Indigenous Peoples' Day Proclamation [6:35 pm/10 min]
6. Consent Agenda [6:45 pm/5 min]

The Consent Agenda allows Council to consider routine items that do not require a discussion. An item may only be discussed if it is removed from the Consent Agenda. Council makes one motion covering all items included on the Consent Agenda.

- a. Agenda Bill 2024-10-14-01: Meeting Minutes for September 9 and October 7, 2024
7. Business Meeting [6:50 pm/60 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. Agenda Bill 2024-10-14-02: RES 2024-11, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) - SERGEANTS UNIT COLLECTIVE BARGAINING AGREEMENT
 - b. Agenda Bill 2024-10-14-03: Arts & Culture Commission Process and Recommendations for Acquisition of Public Art for the Percentage for the Arts Program
- 8. City Manager Report [7:55 pm/5 min]
- 9. City Attorney Report [8:00 pm/5 min]
- 10. Adjourn [8:05 pm]

Joint Statement in Support of Our Shared River Assets and Opportunities

The jurisdictions and non-governmental organizations named below support a healthy and vibrant river system that provides economic, recreational, and environmental benefits to the region and fosters connectivity among the communities along the Willamette, Clackamas, and Tualatin rivers. We believe that the following deserve our cooperative attention in support of our shared river assets and the many opportunities they present to our communities.

The Willamette, Clackamas, and Tualatin rivers have historically been major assets in the recreational and economic lives of the citizens of Oregon City, West Linn, Gladstone, and Canby. Opportunities exist for governmental and non-governmental agencies to work together to further enhance the connections of these great rivers to residents and visitors.

These connections would enhance economic development, river recreation, organized and informal land-based and vessel-based tourism, river-based transportation, and more. These connections would enhance a re-opened Willamette Falls Locks, commercial tourism or transportation uses at Jon Storm Park, new riverfront assets on the West Linn Riverfront, and access to other assets along the river systems.

The signees recognize that maximizing the positive impacts on our communities of these river assets will require the coordination and cooperation of multiple governments and non-governmental agencies. The government agencies and non-governmental organizations signing this statement agree to work together as a river assets and opportunities task force. The purpose shall include, but not be limited to, working cooperatively, meeting regularly, and communicating frequently with the other signees in order to move forward together with the goal of advancing economic development, outdoor recreation, transportation, and tourism centered around our great rivers.

PROCLAMATION

City of West Linn, Oregon

WHEREAS, the City of West Linn recognizes that the Indigenous People of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City recognizes the fact that West Linn is built upon the homelands and villages of the Indigenous Peoples' of this region and affirms the legal rights of the nine federally recognized tribal nations in the State of Oregon and those seeking to reestablish federal recognition and all Indigenous Peoples everywhere; and

WHEREAS, the City recognizes the value of many contributions made to our community through Indigenous Peoples' knowledge, labor, spirituality, technology, science, philosophy, arts and the deep cultural contribution that substantially shaped the character of West Linn; and

WHEREAS, the City has a responsibility to oppose the systematic racism towards Indigenous Peoples in the United States, which perpetuates high rates of poverty and income inequality, exacerbates disproportionate health, education, and social stability; and

WHEREAS, the City promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensuring greater access and opportunity, and honoring our nation's Indigenous history and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination against Indigenous Populations in the Americas; and

WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") on December 16, 2010 and the Declaration recognizes that "indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources"; and

WHEREAS, Article 15 of the Declaration recognizes the right of indigenous peoples "to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information" and places an obligation on States to "take effective measures, in consultation and cooperation with the indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among indigenous peoples and all other segments of society".

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that Monday, October 14, 2024, is

INDIGENOUS PEOPLES' DAY

in the City of West Linn and we encourage all residents, businesses, organizations, and public institutions to acknowledge, honor, value, and celebrate Indigenous Peoples' historic and current contributions locally and beyond, while also recognizing the ongoing and interconnected struggles of all Indigenous communities locally and beyond.

DATED THIS 14TH DAY OF OCTOBER, 2024

MAYOR RORY BIALOSTOSKY

ATTEST:

KATHY MOLLUSKY, CITY RECORDER



Agenda Bill 2024-10-14-01

Date: October 7, 2024

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

From: Kathy Mollusky, City Recorder *KM*

Through: John Williams, City Manager *JRW*

Subject: Draft Meeting Minutes

Purpose: Approval of City Council Meeting Minutes.

Question(s) for Council:

Does Council wish to approve the attached City Council Meeting Minutes?

Public Hearing Required: None required.

Background & Discussion:

The attached City Council Meeting Minutes are ready for Council approval.

Budget Impact: N/A

Sustainability Impact:

Council continues to present its meeting minutes online, reducing paper waste.

Council Goal/Priority:

Guiding Principle #0: Core Services of West Linn City Government. Continue to record and document the proceedings of the West Linn City Council. Guiding Principle #3: Sustainability. Incorporate environmentally sustainable practices in City activities and decision making, including reducing waste generation and energy consumption.

Council Options:

1. Approve the Council Meeting Minutes.
2. Revise and approve the Council Meeting Minutes.

Staff Recommendation:

Approve Council Meeting Minutes.

Potential Motions:

Approving the Consent Agenda will approve these minutes.

Attachments:

1. September 9, 2024, Council Meeting Minutes
2. October 7, 2024, Council Meeting Minutes



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WEST LINN CITY COUNCIL MEETING NOTES September 9, 2024

Pre-Meeting

Call to Order and Pledge of Allegiance [6:00 pm/5 min]

Council Present:

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

Staff Present:

City Manager John Williams, City Attorney Ashley Wigod, City Attorney Kaylie Klein, City Recorder Kathy Mollusky, Administrative Assistant Kathy Connell, Public Works Director Erich Lais, and Management Analyst Morgan Lovell.

Approval of Agenda [6:05 pm/5 min]

Council President Mary Baumgardner moved to approve the agenda for the September 9, 2024, West Linn City Council Meeting, removing item 10, Work Session. Councilor Leo Groner seconded the motion.

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

Nays: None.

The motion carried 5 - 0

Public Comment [6:10 pm/15 min]

Bill Relyea, West Linn, requested a Council work session to discuss actions to be taken for a safer community in response to a shooting incident.

Bob Dervedde, West Linn, asked Council's help to keep Oppenlander Field a park.

Jennifer Whittington, West Linn, spoke to issues with skunks, crows, and rats in her neighborhood, asking Council to create an ordinance against feeding them. She also read a neighbor's statement about the problem into the record.

Dave Farmer, West Linn, requested that West Linn, Oregon City, Gladstone, Canby, ODOT, and the State have a meeting regarding tolls.

Dean Suhr, West Linn, spoke in support of Oppenlander Field and asked for the City to remain engaged and be supportive, and for the City and the School District to work together for the property.

Daniel Bryant, West Linn, stated he worked for the Water Department and is the Vice President of AFSCME Local 350-1 and spoke to negotiations on the new contract and the cost of living in West Linn.

Mayor and Council Reports [6:25 pm/15 min]

Reports from Community Advisory Groups

Council President Baumgardner reported on the August 28th Transportation Advisory Board (TAB) Meeting and the Hwy 43 Vision Plan presentation. Also discussed was sidewalk infill and prioritization and a general Capital Project update. The Waterfront Working Group met on September 5th with a presentation and discussion on the revised Community Engagement Summary Plan. A meeting video is available on the City's meeting website. The Committee for Community Involvement met on August 27th and discussed the recommendation letter for city-wide engagement, Climate-Friendly and Equitable Community implementation, and the Housing Production Strategy. A video of the meeting is available on the City's meeting page.

Councilor Bryck had no Community Advisory Group (CAG) meetings during the August recess but reminded of her Walk and Talk meeting with the community. She has been observing the construction of the sidewalk on Cedar Oak Dr. On Sunday at 1 pm, community members can

meet her at Cedar Oak Park Elementary School to walk on the new sidewalk.

Councilor Groner attended the Arts and Culture Commission Advisory Board, noting an art show would be held on October 5th with 18 artists and 50 submissions so far. Submissions were also received for the bike kiosk on Willamette Falls Dr to be located in front of the Methodist Church.

Councilor Bonnington stated he had toured the Operations Facility and had attended the first Historic Main St Willamette Economic Vitality Committee meeting comprised of a number of small businesses gathered to support each other.

Mayor Bialostosky reported on the Historic Review Board with whom a joint meeting would be scheduled with Council to discuss their mission statement and to seek direction on potential amendments for the Historic District Code based on their observations during a walking tour. He met with Representative Jules Walters to discuss Vision 43 and the waterfront's nexus with the State. He also attended the South Fork Water Board barbecue and discussed projects at South Fork.

[League of Oregon Cities \(LOC\) Legislative Priorities](#)

[LOC Policy Priorities Information](#)

Mayor Bialostosky stated the City's the legislative priorities had been compiled. He explained this was a yearly activity where cities voted on their top priorities to inform the 2025 LOC legislative agenda representing all cities in Oregon.

City Manager Williams noted four commonalities among Councilor submissions. After discussion by Council tonight, a fifth item was added. The priorities were 1) The 2025 transportation package, 2) transportation and planning, 3) mass transit, 4) shifting from a gas tax to road user fees, and 5) behavioral health. Additional key comments of Council's discussion were as follows:

- Recreational immunity and legal liability exposure.
- Visioning and support of the Willamette Falls and Landings Heritage Area.
- Growth of tourism and recreation with transition and cleanup of industrial areas along with positioning the City with funding when property became available.
- Advocacy for enjoyment of the outdoors.
- Funding for initiatives that support environmental resilience and sustainability, and recreational tourism.
- Supporting language about indigenous peoples' access to cultural and traditional hunting and fishing grounds and recognition of treaty rights.

Council President Mary Baumgardner moved to Recommend the League of Oregon Cities prioritize the 2025 transportation package, transportation and planning, mass transit, shifting

from a gas tax to road user fees, and behavioral health as top policy priorities and direct staff to submit this information to the League of Oregon Cities. Councilor Leo Groner seconded the motion.

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

Nays: None.

The motion carried 5 - 0

[Joint Values and Outcomes 2025 State Legislative Transportation Support](#)

[Joint Values & Outcomes Information](#)

Mayor Bialostosky stated the Joint Values and Outcomes were the set of transportation policy priorities compiled by the Clackamas County Coordinating Committee (C4) to which cities would attach their logos in support. The compilation proved useful during the last legislative session, and for Clackamas County's lobbying efforts in Salem. He believed it played a big role in the City's work on tolling.

Councilor Bryck noted one priority specifically mentioned Sunrise Corridor, but many other projects were unfunded. She supported adding West Linn's name to the document but suggested adding a note questioning why that area was selected specifically.

Council President Mary Baumgardner moved to Support the Joint Values and Outcomes for the 2025 State Legislative Transportation Package. Councilor Leo Groner seconded the motion.

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

Nays: None.

The motion carried 5 - 0

[National Preparedness Month Proclamation \[6:40 pm/5 min\]](#)

[Proclamation](#)

Mayor Bialostosky read the National Preparedness Month Proclamation declaring the month of September as National Preparedness Month.

[Consent Agenda \[6:45 pm/5 min\]](#)

[Agenda Bill 2024-09-01: Meeting Notes for July 8 and August 5, 2024](#)

[Draft Minutes Information](#)

Council President Mary Baumgardner moved to approve the Consent Agenda for the September 9, 2024, West Linn City Council Meeting which includes the July 8 and August 6, 2024, meeting minutes. Councilor Leo Groner seconded the motion.

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

Nays: None.

The motion carried 5 - 0

[Business Meeting \[6:50 pm/30 min\]](#)

[Agenda Bill 2024-09-09-02: RESOLUTION 2024-08, APPROVING EXECUTION AND RECORDING OF A MEMORANDUM OF CLARIFICATION REGARDING 1961 GRANT OF EASEMENT BY THE CITY](#)

[RES 2024-08, 12th St Easement Information](#)

Public Works Director Lais and Management Analyst Lovell gave a report on the history of the easement for repaving of a driveway, part of which was outside the owner's property line. The owners provided what they believed was a recorded map and the 1961 Council minutes showing allowed access to their property through an easement area. The owners were asking for formal recognition and recording of a small triangle as shown in the exhibit to allow continued access to their property. The matter has gone through Legal Services who stated the City could not prevent access to the owners' existing property. The proposed resolution allowed them to repave their driveway with minimal disturbance to City property.

Council President Mary Baumgardner moved to adopt Resolution 2024-08 approving execution and recording of a Memorandum of Clarification regarding 1961 Grant of Easement by the City. Councilor Leo Groner seconded the motion.

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

Nays: None.

The motion carried 5 - 0

[City Manager Report \[7:20 pm/5 min\]](#)

City Manager Williams reported on upcoming Council meetings and community events and this month's art in Council Chambers. Topics for the September 16th Council meeting will include the Middle Housing two-year check, the Shared River Access and Opportunities statement, and Council President Baumgardner will share information on the tribal relations certificate. A work session is scheduled for the afternoon on October 7th. Council will do some work later this year on the Climate Friendly and Equitable Communities planning.

- A joint Council and Historic Review Board (HRB) meeting is upcoming. City Manager Williams is willing to schedule joint meetings with other advisory committees, if Council desires. A joint Council, Planning Commission, and HRB meeting is also scheduled.

- The Sustainability Advisory Board (SAB) and Economic Development Committee (EDC) are doing great work with consultants on plans for 2025 and beyond. The CAG meeting schedule is available on the City's calendar webpage.
- The Teen Advisory Board (TAB) is working with the teen librarian on programming services and other offerings. The TAB meets this week.
- Work is beginning on the City budget. Staff is also familiarizing the community with the City budget process.
- Work continues with the Down To Earth Forest School on formal agreements. Staff is seeking someone to assist in the development of the public parks business use policy Council had discussed.
- The City's Code Enforcement Officer has heard from the community about residents feeding wildlife and has been looking at other communities' solutions. City Manager Williams will add the topic to a work session.
- The Engagement app for communicating with the City is available and signups are increasing.
- Some paving will be done on Hwy 43 overnight on September 12th and September 13th. The City does not receive advance notice of paving, but sometimes scheduling for State roads is last minute. The paving will not likely be a comprehensive fix for the problems the community has on Hwy 43. Public Works Director Lais is in contact with State staff for more information.

[City Attorney Report \[7:25 pm/5 min\]](#)

Legal Project List

[Project List](#)

City Attorney Klein stated she would spend the rest of this week getting up to speed on existing matters handled by the previous City Attorneys. She looked forward to working with Council on its priorities.

Councilor Bryck stated an email was received today from the Finance Director that the City had received the Government Finance Officers Association (GFOA) Award for financial reporting for the 14th year in a row.

Adjourn to Work Session [7:30 pm]

The Work Session was removed from the agenda.

[Adjourn \[8:10 pm\]](#)

Draft Minutes.



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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]

Draft Minutes.

Agenda Bill 2024-10-14-02

Date Prepared: October 7, 2024

For Meeting Date: October 14, 2024

To: Rory Bialostosky, Mayor
West Linn City Council

Through: John Williams, City Manager

From: Elissa Preston, Deputy City Manager/HR Director *EP*

Subject: West Linn Police Sergeants Union and Collective Bargaining Agreement

Purpose:

Authorizing a one (1) year collective bargaining agreement between the City of West Linn and members of the Clackamas County Peace Officers Association (CCPOA) - Sergeant's Unit.

Question(s) for Council:

Does the City Council wish to approve a one-year collective bargaining agreement with the union members of CCPOA – Sergeant's Unit?

Public Hearing Required:

None Required.

Background & Discussion:

In 2023 (SB194) and 2024 (HB4115) State legislation changed, providing that Police Sergeants have the right to form unions and participate in collective bargaining, even if they hold supervisory roles.

In April 2024, the West Linn Police Sergeant's petitioned the Employee Relations Board to form a union, a separate unit from the West Linn Officers, but under the same Clackamas County Peace Officer's Association. This was uncharted territory for both parties, as the City has never had a supervisory group unionize.

There are seven (7) Sergeant positions with the City of West Linn. This group of employees had previously been a part of the management/confidential employee group, and received the benefits and employment agreement that is afforded to that group.

The City and CCPOA – Sergeant's representatives started bargaining in July 2024 and bargained a new Collective Bargaining Agreement (CBA) that would represent the Sergeant's, settling one a one-year contract in September. The main objective was to establish a contract, and maintain status quo until 2025, when we will bargain a longer-term successor agreement.

The Sergeant's voted to ratify this contract on October 3, 2024. As a part of this new contract's terms, each Sergeant has signed a document that voids their individual employment agreements, which states:

"I, (employee name) agree that upon execution of the City of West Linn and CCPOA Sergeant's Unit collective bargaining agreement, the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from the employment agreement or conditions resulting from the employment agreement are discontinued, unless otherwise specifically identified in this agreement."

The CBA is similar to the Officer's CBA, as it relates to just cause rights, discipline and grievance procedures, and administrative procedures, etc. The Sergeant's kept their existing benefits and pay, with a 4% Cost of Living Adjustment retroactive to July 1, 2024. Sergeant's will also have the new ability to roll over their Compensatory Time Bank balances over 40 hours into their VEBA (Voluntary Employees Beneficiary Association) which is a funded health reimbursement arrangement (HRA) program for governmental employees. Both of these compensation terms are the same for the officer's unit, who are in their last year of their current CBA.

The parties will begin bargaining a successor agreement in February 2025, at the same time, but apart from, the officer's unit.

Budget Impact:

The only financial impact of this CBA is a 4% cost of living adjustment in this fiscal year, (approximately \$55,000) which is within the approved BN25 budget. The Comp Time bank benefit is already budgeted for under the Overtime budget.

Sustainability Impact:

There is no sustainability impact.

Council Options:

1. Approve the tentatively agreed collective bargaining agreement with the Sergeant's.
2. Do not approve.

Staff Recommendation:

It is recommended by the City's appointed bargaining team to approve Resolution 2024-11 thereby authorizing the City to enter into a one-year collective bargaining agreement between the City of West Linn and the CCPOA - Sergeant's Unit.

Potential Motion:

Move to approve Resolution 2024-11 authorizing the signing of the proposed one-year collective bargaining agreement with CCPOA Sergeant's Unit.

Attachments:

1. SB194 Measure Summary
2. HB4115 Measure Summary
3. Notice of Petition
4. ERB Certification Notice

5. Sergeant's Authorization to Void Individual Employment Agreements
6. CCPOA Sergeant's Unit Collective Bargaining Agreement
7. Sergeant's Salary Scale
8. Resolution 2024-11

SB 194 STAFF MEASURE SUMMARY

Carrier: Rep. Hudson

House Committee On Business and Labor

Action Date: 05/03/23

Action: Do Pass.

Vote: 8-3-0-0

Yeas: 8 - Boshart Davis, Grayber, Holvey, Hudson, Nelson, Nosse, Scharf, Sosa

Nays: 3 - Elmer, Osborne, Owens

Fiscal: No fiscal impact

Revenue: No revenue impact

Prepared By: Erin Seiler, LPRO Analyst

Meeting Dates: 4/26, 5/3

WHAT THE MEASURE DOES:

Makes permanent provision excluding specified employees of Oregon State Police from definition of "supervisory employee" for purposes of collective bargaining by repealing sunset provision.

ISSUES DISCUSSED:

- Reason for sunset provision in original 2019 measure
- Work performed by sergeants

EFFECT OF AMENDMENT:

No amendment.

BACKGROUND:

The Public Employee Collective Bargaining Act (PECBA), enacted in 1973, codifies laws governing employment relations between public employers and employees in the state, counties, cities, school districts, transportation districts, and other local governments, as well as private employers not subject to the jurisdiction of the National Labor Relations Board. Employees who are not covered under PECBA and who are prohibited from organizing include elected officials; persons appointed to serve on boards or commissions; certain incarcerated persons; or persons who are confidential employees, supervisory employees, or managerial employees. In 2014, the Legislative Assembly modified the definition of "supervisory employee" to exclude firefighters who are prohibited from striking and who assign, transfer, or direct the work of others but lack authority to hire, fire, or impose economic discipline. In 2019, the Legislative Assembly passed House Bill 3252, which modified the definition of "supervisory employee" to exclude any employee of the Oregon State Police who serves in a rank equivalent to or below the rank of sergeant, who is prohibited from striking, and who assigns, transfers, or directs the work of other employees but has no authority to hire, discharge, or impose economic discipline. Excluding such persons from the meaning of "supervisory employee" makes them eligible to participate in a labor organization. These changes are set to sunset on January 1, 2026.

Senate Bill 194 repeals the sunset provision and makes permanent the provision excluding these employees from the definition of "supervisory employee."

HB 4115 A STAFF MEASURE SUMMARY**Carrier:** Rep. Helfrich**House Committee On Business and Labor****Action Date:** 02/14/24**Action:** Do pass with amendments. (Printed A-Eng.)**Vote:** 11-0-0-0**Yeas:** 11 - Boshart Davis, Breese-Iverson, Elmer, Grayber, Holvey, Hudson, Nelson, Nosse, Osborne, Scharf, Sosa**Fiscal:** Fiscal impact issued**Revenue:** No revenue impact**Prepared By:** Patrick Brennan, LPRO Analyst**Meeting Dates:** 2/5, 2/14**WHAT THE MEASURE DOES:**

The measure clarifies who is and is not a supervisory employee for purposes of labor representation and collective bargaining for certain personnel employed at correctional institutions, mental hospitals, law enforcement, emergency communications, and the Criminal Justice Division of the Oregon Department of Justice

ISSUES DISCUSSED:

- Sergeants sometimes end up without representation or represented by same union as employees they supervise
- Sergeants often back up supervisors in small jurisdictions
- Some jurisdictions have enacted agreements to allow a sergeant in a union
- Protections offered through union membership
- Compromise solution to long-standing issue
- Effect of proposed amendments

EFFECT OF AMENDMENT:

Adds to the definition of "supervisory employee" to include guards at correctional institutions or mental hospitals and police officers who serve in the rank of lieutenant or higher except for those lieutenant guards or police officers who were included in a collective bargaining unit on or before measure's effective date. Specifies that "supervisory employee" does not include guards at correctional institutions or mental hospitals or police officers who serve at a rank equivalent to or below sergeant who are prohibited from striking under ORS 243.736 and who assign, transfer, or direct the work of other employees but do not have authority to hire, discharge, or impose economic discipline on those employees. Adds employees of Criminal Justice Division of the Department of Justice who manage police officers for the Division to the definition of "supervisory employee." Adds a provision stipulating that, if a question of representation exists, the Employment Relations Board may not designate as appropriate a bargaining unit that includes both guards at a correctional institution or mental hospital or police officers serving at a rank equivalent to sergeant and rank-and-file subordinate employees, with exception of bargaining units certified prior to measure's effective date. Adds an emergency clause.

BACKGROUND:

The Public Employee Collective Bargaining Act (PECBA), enacted in 1973, codifies the laws governing employment relations and public employers and employees in the state, counties, cities, school districts, transportation districts, and other local governments, as well as private employers not subject to the jurisdiction of the National Labor Relations Board. Employees that are not covered under the PECBA and who are prohibited from organizing include elected officials; persons appointed to serve on boards or commissions; certain incarcerated persons; or persons who are confidential employees, supervisory employees or managerial employees. In 2014, the Legislative Assembly passed Senate Bill 1518, which modified the definition of "supervisory employee" to exclude

HB 4115 A STAFF MEASURE SUMMARY

firefighters who are prohibited from striking and who assign, transfer, or direct the work of others but lack authority to hire, fire, or impose economic discipline. In 2023, the Legislative Assembly passed SB 194, which further modified the definition of “supervisory employee” to exclude any employee of the Oregon State Police who serves in a rank equivalent to or below the rank of sergeant.

House Bill 4115 A clarifies the delineation between supervisory employees and non-supervisory employees for correctional institutions, law enforcement agencies, mental hospitals, and other related institutions. The exclusion from the definition of a "supervisory employee" makes someone eligible to participate in a labor organization.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

For ERB Use Only

LABOR ORGANIZATION PETITION FOR REPRESENTATION OR UNIT CHANGES

This form can *be filed only by a labor organization* that represents or wishes to represent Oregon public employees. Petitions for employees and public employers are available on the Employment Relations Board website.

Case No. RC-021-24

Date Filed 4/19/24

Check one: Original Petition OR Amended Petition

1. PURPOSE OF PETITION

RC—Petition to Certify a New Bargaining Unit (Card Check) (ORS 243.682(2); OAR 115-025-0030): A majority of currently unrepresented employees in a proposed bargaining unit wish to be represented by a labor organization, and wish to have that labor organization certified as their bargaining representative by using the “card check” process, instead of an election.

- The petition must be accompanied by a showing of interest from more than 50% of employees in the proposed unit stating that they wish to be represented by the labor organization named below. (See Instructions for model card check authorization language.)
- This type of petition is subject to the “certification” and “election” bars under Board rules. For an explanation of these timelines, see the attached instructions and OAR 115-025-0015(1) and (3).
- The petition must not include employees who are represented by another labor organization at the time the petition is filed.

RC—Petition to Certify New Bargaining Unit or Change Exclusive Representatives (Election) (ORS 243.682(1); OAR 115-025-0031(1) or OAR 115-025-0035): At least 30% of employees in a proposed or existing bargaining unit wish to be represented by the petitioning labor organization, and the labor organization is requesting an election.

- The petition must be accompanied by a showing of interest from at least 30% of employees in the proposed unit stating that they wish to be represented by the labor organization named below.
- This type of petition is subject to the “certification,” “contract,” and/or “election” bars under Board rules. For an explanation of these timelines, see the attached instructions and OAR 115-025-0015(1), (2) and (3).
- This petition may be used either to create a new bargaining unit or to change the employees’ exclusive representative from one labor organization to another.

UC—Petition to Clarify Public Employee Status (OAR 115-025-0050(6)): Petitioner seeks to clarify whether certain employees are supervisory, confidential, or managerial employees under ORS 243.650, and, as a result, whether they can be included in the existing bargaining unit. This type of petition can be filed at any time, except the contract bar applies if the title of a position sought to be excluded is expressly included within the unit description in the certification or recognition agreement.

UC—Petition to Clarify Whether Certain Employees are in an Existing Bargaining Unit Based on Certification or Contract Language (OAR 115-025-0050(7)): Petitioner seeks to clarify whether certain employees are included in an existing bargaining unit based on the express terms of a certification or collective bargaining agreement. Before the Board considers this type of petition, the parties may be required to exhaust any applicable grievance in process.

UC—Petition to Clarify Whether Unrepresented Positions Should be Added to an Existing Unit (Election) (OAR 115-025-0050(5)): Petitioner seeks to add currently unrepresented positions to an existing unit by using the election process.

- The employees to be added to the existing unit must be *unrepresented* when the petition is filed.
- This petition must be accompanied by a showing of interest from at least 30% of the unrepresented employees stating that they wish to be represented by the petitioner.
- This type of petition is subject to the “election” bar under Board rules. Additionally, if this petition involves employees in positions that existed when the last collective bargaining agreement was negotiated, the petition may be subject to the “contract bar” under Board rules. For an explanation of these timelines, see the attached instructions and OAR 115-025-0015(2) and (3).

UC—Petition to Merge Bargaining Units (OAR 115-025-0050(10)): Petitioner represents more than one bargaining unit of the same public employer’s employees and the petitioner wishes to merge the existing units into a single unit.

- This type of petition must be filed in the open period under OAR 115-025-0015, as that rule applies to the larger of the two bargaining units.
- The petition must be supported by a petition or cards signed by more than 50% of the employees in *each* bargaining unit stating that they wish their bargaining units to be merged.

UC—Petition to Transfer Employees to a More Appropriate Bargaining Unit (OAR 115-025-0050(8)): Petitioner seeks to move employees from a different labor organization’s bargaining unit into its own unit, asserting that petitioner’s unit is more appropriate.

- This petition must be supported by a showing of interest signed by more than 50% of the employees in the affected group, stating that the employees wish to be transferred to the petitioning labor organization’s unit.
- This petition must be filed in the open period under OAR 115-025-0015, as that rule applies to the petitioner’s bargaining unit.

UC—Petition to Clarify Whether Unrepresented Employees Should be Added to Existing Unit (Card Check) (ORS 243.682(2), OAR 115-025-0050(4)): On behalf of a group of unrepresented employees, the petitioner seeks to use the “card check” process to add those employees to an existing bargaining unit represented by the petitioner.

- The employees to be added to the existing unit must be *unrepresented* when the petition is filed.
- The petition must be accompanied by a showing of interest from more than 50% of the unrepresented employees stating that they wish to be represented by this labor organization using the “card check” process instead of an election.
- This type of petition is subject to the “election” bar under Board rules. Additionally, if this petition includes employees in positions that existed when the last collective bargaining agreement was negotiated, the petition may be subject to the “contract bar” under Board rules. For an explanation of these timelines, see the attached instructions and OAR 115-025-0015(2) and (3).

UC—Petition to Amend Certification or Recognition (OAR 115-025-0050(11)): The labor organization wishes to amend the certification or recognition to reflect a change to its name, affiliation with another labor organization, or to reflect a change in the name of the public employer. In cases involving an amendment to affiliate with another labor organization, the petitioner must submit documents demonstrating that at an affiliation election was conducted with at least minimal due process.

UC—Petition to Revoke Existing Certification or Recognition (OAR 115-025-0050(12)): Petitioner no longer wants to be the exclusive representative for a group of employees. This type of petition may be filed at any time when no collective bargaining agreement is in effect, but the Board will order a revocation only if (1) no collective bargaining agreement is in effect and (2) the labor organization disclaims any further interest in representing the employees (or the labor organization is defunct).

Intervention Petition (OAR 115-025-0062): One labor organization has filed a petition to certify a new bargaining unit through the election process, but at least 10% of the employees in the same proposed unit wish to be represented by a different (the petitioning) labor organization. By filing this petition, the intervening labor organization seeks to be included as a choice on the ballot.

- The petition must be accompanied by a showing of interest from at least 10% of employees in the same proposed bargaining unit stating that they wish to be represented by the intervening labor organization.
- This petition must be filed within 14 days of the notice of the initial petition.

RC—Petition for Certification as a Result of the Merger of School Districts (OAR 115-025-0090): School districts are merging, and a labor organization that already represents a majority of the employees seeks to represent the employees of the surviving district.

- This petition may be filed only between the date of final action by the State Board of Education or by a boundary board to merge the districts and the date that the merger takes effect.
- In box 8 below, petitioner must also include: (1) a statement that it currently represents a majority of the employees who will be included in the proposed bargaining unit after the merger (this statement must be supported by collective bargaining agreements or certifications of representative, and must include the number of employees in the proposed bargaining unit and the number of employees represented by the labor organization in each current unit); (2) contact information for the superintendent of schools for each affected district; (3) the date of final action by the State Board of Education or by a boundary board to merge the districts; and (4) the effective date of the merger.

2. Name and address of public employer:

Contact information for the employer’s representative:

Name: _____

Address: _____

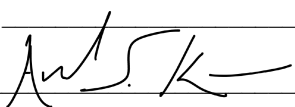
Phone: _____ Fax: _____

Email: _____

3. Name and address of petitioning labor organization:	Contact information for the petitioner's representative: Name: _____ Address: _____ Phone: _____ Fax: _____ Email: _____
4. Name and address of any other labor organization that represents, or has sought to represent, employees subject to the petition:	Contact information for the other labor organization's representative: Name: _____ Address: _____ Phone: _____ Fax: _____ Email: _____
5. Describe the existing or proposed bargaining unit, briefly summarizing any proposed changes:	
6. Effective Dates of Any Collective Bargaining Agreement (please attach a copy of agreement): Beginning Date: _____ Expiration Date: _____ N/A	7. Number of Employees - In Existing or Proposed Unit: _____ To be Added to Existing Unit: _____
8. Additional relevant facts (may be provided in an attachment):	

I certify that the statements in this petition are true to the best of my knowledge and information.

Petitioner's Primary Representative: _____ Date: _____

Representative's Signature:  _____ Title: _____

Address: _____

Phone: _____ Fax: _____ Email: _____



**NOTICE
PETITION FOR CERTIFICATION
WITHOUT ELECTION
(CARD CHECK)**

ERB Case No. RC-021-24

The EMPLOYMENT RELATIONS BOARD has been asked to determine whether a majority of eligible employees have signed authorization cards designating CLACKAMAS COUNTY PEACE OFFICERS' ASSOCIATION as the exclusive representative for purposes of collective bargaining with CITY OF WEST LINN.

The PROPOSED BARGAINING UNIT is:

All Sergeants

Objections to the appropriateness of the proposed unit, objections that a labor organization is currently certified or recognized as the exclusive representative of one or more employees in the proposed unit, or objections to the positions to be included or excluded from the unit must be filed in writing with the Board within 14 calendar days of the date of this Notice (**by May 14, 2024**).

Request for Election: An employee or group of employees in the proposed unit may petition for a secret-ballot election. The petition must be supported by the signatures of at least 30 percent of the employees in the proposed unit and must be filed within 14 days of the date of this Notice (**by May 14, 2024**).

DATED: **April 30, 2024**

EMPLOYMENT RELATIONS BOARD

1225 Ferry St. SE

Salem, Oregon 97301

EmpRel.Board@ERB.oregon.gov

(503) 378-6471; Fax (503)-373-0021

EMPLOYMENT RELATIONS BOARD

1225 Ferry St. SE
Salem, Oregon 97301

CERTIFICATE OF POSTING

IN THE MATTER OF:

ERB Case No. RC-021-24

Association


v.

West Linn

I certify that I posted and/or emailed copies of the NOTICE OF PETITION FOR CERTIFICATION WITHOUT ELECTION in this matter in the following places and/or to affected employees on 4/26/24.

(date)

1. Garland, William
2. Gradwahl, Todd
3. Gunnarson, Dana
4. Hoesly, Ron
5. Howell, Jacob
6. Nicholson, Travis
7. Simms, Adam
8.
9.
10.



Signature

Deputy City Manager/HR Director

Title

Ben Wiley
President

Dustin Cochran
Patrol VP

David Amarillas
Correction VP



Harlee Beard
Secretary

Jason Coates
Treasurer

Steve Gaytan
Services VP

*Sheriff's Administrative ▪ Medical Examiners ▪
Molalla Police ▪ West Linn Police ▪ Sandy Police
District Attorney's Administrative Investigators ▪ Disaster Management*

I, William C. Garland (print employee name), agree and acknowledge that upon execution of the new City of West Linn and CCPOA WLPD Sergeant's Unit collective bargaining agreement (CBA), the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from or resulting from the employment agreement are discontinued, unless otherwise specifically identified in the CBA.


Employee Signature

Oct. 1, 2024
Date

Ben Wiley
President

Dustin Cochran
Patrol VP

David Amarillas
Correction VP



Harlee Beard
Secretary

Jason Coates
Treasurer

Steve Gaytan
Services VP

*Sheriff's Administrative ▪ Medical Examiners ▪
Molalla Police ▪ West Linn Police ▪ Sandy Police
District Attorney's Administrative Investigators ▪ Disaster Management*

I, Todd Gradwahl (print employee name), agree and acknowledge that upon execution of the new City of West Linn and CCPOA WLPD Sergeant's Unit collective bargaining agreement (CBA), the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from or resulting from the employment agreement are discontinued, unless otherwise specifically identified in the CBA.



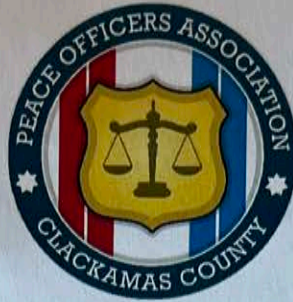
Employee Signature

10/01/2024
Date

Ben Wiley
President

Dustin Cochran
Patrol VP

David Amarillas
Correction VP




Harlee Beard
Secretary

Jason Coates
Treasurer

Steve Gaytan
Services VP

*Sheriff's Administrative • Medical Examiners •
Molalla Police • West Linn Police • Sandy Police
District Attorney's Administrative Investigators • Disaster Management*

I, Dana Gunnarson (print employee name), agree and acknowledge that upon execution of the new City of West Linn and CCPOA WLPD Sergeant's Unit collective bargaining agreement (CBA), the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from or resulting from the employment agreement are discontinued, unless otherwise specifically identified in the CBA.

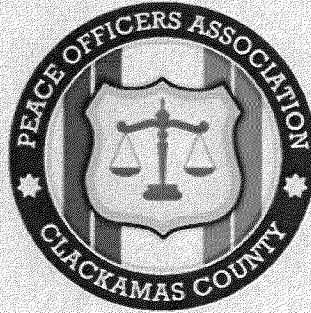

Employee Signature

10/02/24
Date

Ben Wiley
President

Dustin Cochran
Patrol VP

David Amarillas
Correction VP



Harlee Beard
Secretary

Jason Coates
Treasurer

Steve Gaytan
Services VP

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District Attorney's Administrative Investigators • Disaster Management*

1. *Ronald Hooley* (print employee name), agree and acknowledge that upon execution of the new City of West Linn and CCPOA WLPD Sergeant's Unit collective bargaining agreement (CBA), the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from or resulting from the employment agreement are discontinued, unless otherwise specifically identified in the CBA.

R. Hooley
Employee Signature

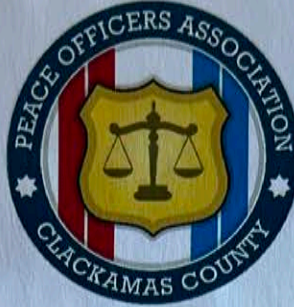
9/30/24

Date

Ben Wiley
President

Dustin Cochran
Patrol VP

David Amarillas
Correction VP



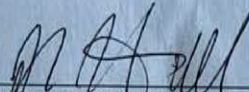
Harlee Beard
Secretary

Jason Coates
Treasurer

Steve Gaytan
Services VP

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District Attorney's Administrative Investigators • Disaster Management*

I, Jacob Howell (print employee name), agree and acknowledge that upon execution of the new City of West Linn and CCPOA WLPD Sergeant's Unit collective bargaining agreement (CBA), the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from or resulting from the employment agreement are discontinued, unless otherwise specifically identified in the CBA.


Employee Signature

10/2/24
Date

Ben Wiley
President

Dustin Cochran
Patrol VP

David Amarillas
Correction VP



Harlee Beard
Secretary

Jason Coates
Treasurer

Steve Gaytan
Services VP

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Molalla Police ▪ West Linn Police ▪ Sandy Police
District Attorney's Administrative Investigators ▪ Disaster Management*

I, **Travis Nicholson** (print employee name), agree and acknowledge that upon execution of the new City of West Linn and CCPOA WLPD Sergeant's Unit collective bargaining agreement (CBA), the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from or resulting from the employment agreement are discontinued, unless otherwise specifically identified in the CBA.


Employee Signature

10/02/24
Date

Ben Wiley
President

Dustin Cochran
Patrol VP

David Amarillas
Correction VP



Harlee Beard
Secretary

Jason Coates
Treasurer

Steve Gaytan
Services VP

*Sheriff's Administrative ▪ Medical Examiners ▪
Molalla Police ▪ West Linn Police ▪ Sandy Police
District Attorney's Administrative Investigators ▪ Disaster Management*

I, Adam Simms (print employee name), agree and acknowledge that upon execution of the new City of West Linn and CCPOA WLPD Sergeant's Unit collective bargaining agreement (CBA), the existing individual employee agreement between me and the City of West Linn is considered void and unenforceable. Any conditions from or resulting from the employment agreement are discontinued, unless otherwise specifically identified in the CBA.

Employee Signature

10/1/2024
Date

AGREEMENT BETWEEN
THE CITY OF WEST LINN, OREGON
AND
CLACKAMAS COUNTY PEACE OFFICERS' ASSOCIATION
WEST LINN POLICE DEPARTMENT SERGEANT'S UNIT

EFFECTIVE 2024 - 2025

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 – RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all probationary and regular employees who are regularly scheduled to work twenty (20) or more hours per week in the classification of Sergeant. The bargaining unit excludes those classifications within another bargaining unit, supervisory, confidential, regular part time employees working less than 20 hours per week, and temporary employees working less than 1040 hours per calendar year.

ARTICLE 3 - PART-TIME EMPLOYEES

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

ARTICLE 4 – RESERVED

ARTICLE 5 – SENIORITY

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

Seniority shall apply to the following employment decisions:

1. Layoff and Recall. Employees shall be laid off and recalled by seniority in accordance with Article 8 – Layoff. If hired as a lateral Sergeant, prior credit for law enforcement experience does not apply towards seniority for layoff, shift bidding, vacation preferences or overtime assignments.

2. Shift Bidding. Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 19 – Hours of Work.
 3. Vacation Preferences. Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 31 – Vacations.
 4. Overtime. Employees shall be assigned overtime by seniority in accordance with Article 20 – Overtime & Compensatory Time.
- B. Reinstatement of Seniority. Seniority shall be restored to those members returning to service as set forth below:
1. Members returning due to layoff, subject to recall limits.
 2. Voluntary unpaid leaves of absences for ninety (90) consecutive days or less. If an employee is absent for more than 90 days, the days lost in seniority are those days over 90.
 3. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit within thirteen (13) months of promotion, shall have their seniority (time in the bargaining unit) restored.
 4. Members who are promoted to positions outside the bargaining unit and who return to the bargaining unit after thirteen (13) months of promotion, shall have ½ of their seniority (time in the bargaining unit) restored.
- C. Breaks in Seniority. Employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken if any of the following events occur:
1. Voluntary resignation or retirement; Discharge of a regular employee for just cause or a probationary employee “at will;”
 2. Layoff for more than twenty-four (24) months duration;
 3. Continuous absence from work due to an off-the-job injury or illness for more than ninety (90) days or the exhaustion of all the employee’s paid leave days, (whichever is greater); except as required by law;
 4. Failure to notify the Chief or designee of the employee’s intent to return to work pursuant to the provisions regarding recall as per Article 8 - Layoff;

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

ARTICLE 6 – DUES AND PAYROLL DEDUCTIONS

- A. The City and Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services.
- B. All employees covered under the terms of this Agreement may voluntarily join the Association as a member. The City agrees to deduct each month the dues, fees, costs, charges, assessments, and voluntary payments in the amounts determined by the Association from the compensation of those employees who individually authorize such deductions in writing to the City. Such authorization shall be terminable upon such notice as is specified in the authorization.

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

The City will not be held liable for check-off errors but will make proper adjustments with the Association for check off errors as soon as it is practicable.

The Association will indemnify and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event of any suit or proceeding brought to invalidate this Article, the Association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement.

ARTICLE 7 – MANAGEMENT RIGHTS

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

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

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

2. To close or liquidate an office, branch, operation or facility or combination of facilities, or the relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons.
 3. To determine the need for a reductions or an increase in the work force and the implementation of any decision with regard thereto.
 4. To establish, revise and implement standards for hiring, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.
 5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
 6. To assign and distribute work within classifications.
 7. To assign shifts, work days and work locations.
 8. To direct the activities of the Department.
 9. To determine the need for and the qualifications of new employees, transfers and promotions.
 10. To discipline or discharge consistent with Article 9.
 11. To determine the need for additional educational courses, training programs, on-the-job training, and to assign employees to such duties for periods to be determined by the City.
- B. Subcontracting. The City shall notify the Union, as soon as possible of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. Thereafter, the parties shall enter negotiations consistent with ORS 243.698, with the first negotiation session to be scheduled no later than fourteen (14) calendar days of receipt of the City's notice. Should the parties be at impasse following 90 days from the date of the City's notice of the possibility of subcontracting, the parties agree to mediation using an ERB mediator, absent the City's withdrawal of its subcontracting proposal. A mediation session will be scheduled to occur within the next 30 days. Thereafter, the parties will follow the parameters of ORS 243.712, including a final and binding resolution by an interest arbitration.

ARTICLE 8 – LAYOFF

- A. The City may layoff an employee for a shortage of funds, lack of work, contracting out, reorganization or elimination of a program or service. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee.

Layoff shall be by specific job classification and shall be in reverse order of an employee's seniority (from least senior to most senior) within their classification. A layoff out of the reverse order shall only be made by the City if it is based on a retention of special qualifications, which constitute a significant element of the employee's assigned duties, and is also based on bona fide operational needs of the Department. DPSST certifications (Intermediate and Advanced) shall not be considered a special qualification.

- B. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date of the layoff.
- C. Employees who have been laid off shall be placed on a recall register in accordance with seniority for a period of twenty-four (24) months from the date of the layoff. Reinstatement shall be offered to those employees on the list for the job classification from which they were laid off in order of seniority (most senior to least senior) possessed at the time of layoff prior to hiring any new employees. Notice of recall shall be made by certified mail, return receipt requested. Employees shall be responsible for keeping the City informed of their correct address.

Eligibility for recall rights shall be terminated if any of the following occur: (1) failure to respond to such recall notice within ten (10) calendar days of the receipt of the notice as evidenced by the signed receipt (regardless of who signs for the certified mail); (2) failure to return to work within two (2) weeks of response except for unforeseen emergencies; or (3) failure to respond to such recall notice sent to the last address provided to the City through personnel records within ten (10) calendar days of receipt of such notification for twenty (20) days of mailing (whichever occurs later).

ARTICLE 9 - DISCIPLINE AND DISCHARGE

- A. Discipline shall include: written reprimands, temporary pay reductions or suspension without pay, demotion and dismissal. Disciplinary action may be imposed upon a non-probationary employee only for just cause. The definition and application of Just Cause for sergeants is subject to applicable law. Temporary pay reductions are intended to be applied as short-term sanctions. The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law.

Counseling: Forms of evaluation and counseling are not discipline and may not be protested through the grievance process. These are less formal means of resolving issues related to daily operations or conflicts. Counseling may serve as notice to the employee for future disciplines. Counseling can be maintained in the supervisory file for review for yearly evaluations, but are not placed in the personnel file. Upon request, an employee may review and request copies of counseling documents in their supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in

the supervisory file with the counseling documents. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

- B. Pre-Disciplinary Meeting. Prior to imposing an economic disciplinary sanction, the City shall furnish the employees with a statement of findings and policy violations with the range of discipline considered and the opportunity for a pre-disciplinary meeting as provided by policy. The pre-disciplinary notice will include a copy of the investigatory materials relied upon for the disciplinary sanction considered, with the exception that in particular cases involving especially confidential or sensitive information, the parties will discuss the appropriate disclosure. The pre-disciplinary meeting is an opportunity to respond to the charges at an informal meeting, which may be recorded, that is attended by the person or persons having authority to impose the proposed disciplinary action as provided by applicable law.

If the proposed disciplinary sanction is a written reprimand, the officer will be provided an opportunity to have an informal meeting with the decision maker prior to final imposition. An employee may have an Association representative present at their election.

- C. Probationary employees may be disciplined or discharged "at will." The rights and protections set forth in this article shall not apply to disciplinary actions involving probationary employees, except as required by law. Discipline or Discharge of probationary employees/"at-will" employees is not subject to grievance.

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

1. At least 24 hours prior to an investigatory interview, the employee under investigation shall be informed of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. Prior to any investigatory interview:
 - a. An employee who is involved as a witness to a complaint shall be informed that they are a witness in an investigation and the nature of the investigation.
 - b. The City will not direct a witness in an investigation not to speak with an Association representative or Association attorney.
 - c. The City will not direct an employee who is a subject of an investigation not to speak with an Association representative or Association attorney.
2. Any investigatory interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the

investigation dictate otherwise. Unless the seriousness of an investigation requires otherwise, the interview must be conducted when the employee is on duty or during the employee's normal working hours. If the interview is conducted when the public safety officer is off duty, the employee will be compensated accordingly.

3. The interview shall take place at a West Linn City facility, except when impractical. At the employee's request, the employee may have a Union representative/ Attorney present during the interview consistent with *Weingarten*. The employee shall have the opportunity to consult with a Union representative or Union Attorney. Their presence shall not delay the interview more than four hours. The Union representative shall not be a person subject to the same investigation or a witness to the event under investigation.
 - a. No more than two interviewers at a time may question the employee. The interviewers will inform the employee of their authority to compel a statement and of the identity of the investigators and all persons present during the interview. In a compelled interview solely for noncriminal purposes, an employee who refuses to respond to questions or to be interviewed must be informed that refusal may lead to disciplinary action.
4. The interview may not last an unreasonable amount of time, taking into consideration the gravity and complexity of the matter under investigation. The employee shall be entitled to such reasonable intermissions as requested for personal necessities, meals, telephone calls and rest period.
5. All interviews will be audio recorded by the City. The employee or Union may also audio record the interview. The parties agree to share recordings upon request. Audio recordings will not be shared with other witnesses during the period of time the investigation is pending. Upon request, the City will furnish the employee with a transcript of any audio recording that has been transcribed by the City. If the employee is required to engage in a subsequent interview, the City will provide an audio copy, or transcript if applicable, prior to the subsequent interview.
6. Consistent with Oregon law, no employee covered by this agreement will be required to take or be subjected to any polygraph examination (or similar lie-detector test) as a condition of continued or continuous employment, unless the employee freely requests such an exam or test.
7. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guide to attempt to obtain their resignation; nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

8. As soon as it is determined that the public safety officer may be charged with a criminal offense, the officer must be informed of the officer's right to consult with criminal defense counsel with respect to the criminal charge.
9. In a disciplinary or administrative investigation, the public safety officer's chosen representative may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the officer to the representative for purposes of the representation.
10. The safeguards provided in Section E of this Article do not apply to: The questioning of a public safety officer in the normal course of informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or other public safety officer; or an investigation concerned solely with alleged criminal activities.

E. General Provisions related to Discipline.

1. Policy. All employees are subject to disciplinary action for failing to adhere to or follow West Linn Police Department Policy & Procedures Manual.
2. Complaints. In cases where a complaint is filed against an employee, the employee shall be advised of the complaint consistent with policy and subject to applicable law.
3. Use of Force Situations: When an employee is involved in the use of deadly force, the employee will give a brief public safety statement to the supervisor to help identify any potential witnesses and the scope of the scene.
 - a. Employees involved in the use of deadly force shall be advised of their rights and allowed to consult with an Association representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right shall not unduly delay the giving of the statement. This section does not apply to the public safety statement permitted in Section 9 above.
4. Wellness Counseling. Any employee involved in a traumatic incident or an incident involving the use of deadly force will have the opportunity to meet with a professional counselor following a trauma incident or an incident for the purpose of debriefing/counseling. The debriefing sessions(s) shall be covered by the doctor/patient privilege and information disclosed in these session(s) shall be confidential and not be attainable or useable by the City.

The professional debriefing counseling will be provided through workers compensation, the City's employee assistance program or the City's health insurance program. If a qualified counselor(s) is not available through workers' compensation, the employee assistance program or the employee's health

provider, the employee may request authorization from the City to choose the counselor(s) the employee wants to visit.

Any reasonable cost of pre-approved professional debriefing counseling not paid through workers' compensation or the City's health insurance program will be paid by the City. The City reserves the right to determine what constitutes reasonable cost. It is understood and agreed that this provision does not negate the City's right to require an employee to submit to a fitness-for-duty examination by a professional counselor of the City's choosing as a condition of return to work following a trauma incident or incident involving the use of deadly force.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

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

STEP I

Informal

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

Formal

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

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

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

STEP II

If the grievance is not resolved at Step I, the grievant shall submit the grievance in writing to the Police Chief within ten (10) calendar days of the day the immediate supervisor's

response is received or is due. Within ten (10) calendar days of receipt, the Police Chief shall respond to the grievance in writing.

STEP III

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

STEP IV

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

STEP V

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

B. Arbitration:

1. For Grievances Not Involving Discipline of a Sworn Officer. After the grievance has been so submitted, the parties or their representative shall either singularly or jointly request from the State Employment Relations Board a list of seven (7) arbitrators who reside or maintain an office in Oregon/Washington. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine which part shall strike the first name objectionable to it. The final name on the list shall be the arbitrator. For grievances involving discipline of a sworn officer, the arbitrator will be selected consistent with applicable law.

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

2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the City and Union, and shall have no authority to make a decision on any other issue not so submitted.
3. The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall bear the cost of presenting its own case.

C. Rules:

Rules governing the grievance procedure shall be as follows:

1. It shall be the goal of the parties in the grievance procedure to resolve grievances at the lowest possible step.
2. Any time limit specified in the grievance procedure may be waived by mutual written consent of both parties.
3. Failure by the City to submit a reply within the time limits specified in the Agreement will allow the matter to be advanced by the Association to the next step in the procedure. Arbitration shall not be invoked unless and until both parties are fully aware in writing.
4. Failure of an employee to submit a grievance in accordance with the time limits specified herein shall constitute an abandonment of the grievance.

ARTICLE 11 - CITY SECURITY

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

ARTICLE 12 - NON DISCRIMINATION

- A. Employee Rights. Employees shall have the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union or its members because of the exercise of these rights.
- B. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, disability, race, color, creed, religion, national origin, union affiliation, political affiliation or other protected status or protected activity in accordance with applicable law, and as negotiated in this agreement.
- C. Cooperation in Processing Complaints. In the event a discrimination complaint is made against either party to this Agreement, the parties agree to cooperate with each other by providing information relative to the complaint. Neither the City nor the Union, by entering into this Agreement, will prevent any employee from presenting a claim of alleged discrimination.

ARTICLE 13 - OUTSIDE EMPLOYMENT

No employee covered by the terms of this Agreement shall accept other additional employment in any occupation, self-employment or outside activity which is not in conformance with West Linn Police Department Policy and Procedures Manual, and is incompatible with the employee's employment with the City of West Linn. The Police Chief may, for sufficient reason, require an employee to cease performing any employment outside that employee's employment with the City.

ARTICLE 14 – TRAINING

- A. General Policy. The City is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Police Department. Training shall be scheduled by the Police Chief or designee. Employees will attend training sessions as assigned by the City.
- B. Employees shall participate in compensable training outside their regular shift including firearms training and Departmental meetings at times set by the Police Chief.

- C. Training. Police Officers shall receive a minimum of thirty-two (32) hours of DPSST and/or accredited training approved by the Training Officer each fiscal year.

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

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

- D. Notification of training credits. Each uniformed employee shall be provided an electronic copy of the official DPSST readout indicating DPSST accredited training hours at least once each year in January.
- E. City Payment for Professional Dues and Subscriptions. The City agrees to pay for professional dues necessary for national, regional, state and local associations and organizations the City determines are appropriate. The City retains the sole discretion to discontinue these payments when deemed no longer appropriate without further bargaining obligation.

ARTICLE 15 - PERSONNEL FILE

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

Material placed in working or supervisor's files may be utilized for the completion of an employee's annual evaluation. Personnel records will be maintained for at least the minimum time periods consistent with applicable law. The material shall be retained in the same manner as material in the employee's personnel file as described in paragraph "D" of this article.

- B. The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.
- C. Disciplinary Sanctions. Upon 36 months after imposition of a disciplinary written reprimand, an employee may request Human Resources to remove the disciplinary documentation from their personnel file, absent same or similar conduct occurring during this period. Material removed from a personnel file will not be destroyed. Instead, such

material will be placed in a confidential file maintained by the City Manager or designee. Such material will not be used against an employee for the purpose of establishing progressive discipline or further disciplinary proceedings but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations.

Upon 60 months after imposition of a suspension without pay, an employee may request Human Resources to update the employee's personnel file to note that the suspension without pay is considered stale for the purposes of progressive discipline. This provision does not apply to suspensions without pay that was based in whole or in part on charges of prohibited harassment (e.g. sex, race, and factors consistent with OAR 265-010-0020), criminal conviction, violations of the drug and alcohol policy resulting in a last chance agreement within the last 10 years, excessive use of force, insubordination, or untruthfulness/dishonesty. This provision does not preclude the use of the record in any arbitration or civil proceeding for the purposes of establishing consistency of disciplinary action, lack of discrimination, notice of rule, the existence of mitigating circumstances and compliance with legal obligations.

No such material shall be placed in an employee's personnel file which does not bear the signature of the employee indicating the employee has seen a copy of the material or a notation from a supervisor or manager indicating that a copy of the material was provided to the employee.

Retention of materials. Personnel records will be maintained at a minimum consistent with applicable law.

ARTICLE 16 – UNION BUSINESS

- A. Union representatives shall be allowed access to the employee work area for the purpose of processing grievances or contacting members of the Union.
- B. Such representatives shall not enter any work locations without the consent of the division commander or supervisor. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.
- C. The parties recognize that it may be necessary that a representative of the Union (Designated Representative) carry out Union activities during duty hours. Union activities are those activities which concern the collective bargaining process or administration of the contract consistent with ORS 243.798(1)(a-h). For example, these activities include, but are not limited to: the handling of grievances, and the resolving of issues or matters

regarding the current labor contract; responding to the request of the City to meet on any labor-related issue, special meetings with the City and proceedings before the Employment Relations Board or an arbitrator. A Union representative will be allowed to carry out Union activities during duty hours, but the representative shall not be eligible for contractual overtime compensation. Upon agreement with management, the union representative will carry out these activities with minimal impact upon the performance of their regular duties.

The Union's negotiating team shall consist of no more than two (2) members employed by the City, not including legal counsel or Union representative not employed by the City, as determined by the Union. Should negotiating sessions with the City be scheduled during duty hours, one (1) negotiating team members shall be permitted to attend negotiating sessions without loss of pay, whether during on-duty time or by flexing their regularly scheduled work hours. Pay will be at the straight time rate for such negotiating activities. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Contractual overtime will not be paid for bargaining sessions.

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

- D. Union members will be allowed to attend the equivalent of twelve (12) monthly local membership meetings on duty time. Members attending Union meetings while on duty will limit their attendance at these meetings to one (1) hour and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Union will schedule these meetings during non-peak periods of the City.
- E. Union Officers. The Union shall notify the City Manager in writing no later than the first of July of each calendar year of the names of all officers of the Union. In the event of a vacancy of any official position of this Union, the Union will notify the City Manager in writing of the name(s) of the new officer(s) within ten (10) days after the vacancy is filled.

ARTICLE 17 – SALARY

A. Salary.

Effective and retroactive to July 1, 2024, the pay period following execution, the base hourly wage rate for Step 1 for the classification will be increased for a cost of living adjustment by 4% as provided in Appendix A. Steps are 5.4% apart. Steps are earned yearly based on promotional date or date of hire to the classification of Sergeant.

With 4% COLA increase at Step 1.

Step 1:	\$40.64
Step 2:	\$42.84
Step 3:	\$45.15
Step 4:	\$47.59
Step 5:	\$50.16
Step 6:	\$52.87
Step 7:	\$55.74

In addition to an employee's regular compensation, the City pays 4% to all Sergeant's base hourly rate in lieu of a direct payment by the City to an employee's individual deferred compensation plan.

Effective upon execution of this agreement, all employment contracts with individual employees inclusive of all benefits and compensation provided therein are voided.

B. Administration Plan.

1. Internal Promotion. A sworn officer who is promoted from a lower classification within the Department will be placed at a step on the Sergeant hourly wage rate scale that is at least 5% more than the employee's current base hourly rate in accordance with all applicable law.
2. New Hire Sergeant/Lateral: A new hire from another law enforcement department will be placed on the hourly wage rate scale as follows:

Previous law enforcement experience	Step:
60-120 months	Step 4
121-240 months	Step 5
241 months or more	Step 6

A lateral Sergeant hire is one who is Oregon DPSST certified or out of state equivalent, as determined by the City, who left in good standing from another law enforcement agency with at least 60 months of continuous law enforcement experience consistent with DPSST certification standards.

C. Education and DPSST Certification Pay.

For a Sergeant with the following credentials, the employee will receive an additional percentage premium of their base hourly wage rate.

Associate Degree (A.A.)/2 years College.....2%

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

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

Eligibility for education and certification pay will commence on the first day of the payroll period immediately following a written request and proper verification are provided to the City.

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

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

D. Premium Assignment Pay.

1. Sergeants assigned as a Detective Sergeant will receive an additional five percent (5%) of their base hourly wage while assigned as a Detective Sergeant. The Chief retains the sole discretion to assign and remove a Detective Sergeant from their assignment without grievance or further bargaining obligation.
2. A Sergeant who is assigned the duties of a higher classification will receive an additional 10% of their base hourly rate wage for those hours worked while assigned.
3. Field Training Officer: Sergeants assigned as "Field Training Officers" shall be granted the equivalent of an additional .25 (1/4) hour overtime pay (in accordance with Article 20) for any portion of a two-hour assignment in that capacity. FTO assignment pay is not subject to the cap in Section E.
4. Sergeants assigned as a Motorcycle Officer will receive an additional five percent (5%) of their base hourly wage assigned as a Motor Officer. This premium is only for the assignment as a Motorcycle Officer and does not apply to Sergeants who supervise the assignment.

5. School Resource Officer: Sergeants assigned as “School Resource Officer” will receive an additional five percent (5%) of their base hourly wage as a School Resource Officer. This premium is only for the assignment as an SRO and does not apply to Sergeants who supervise the assignment.
- E. Maximum Additional Pay Provision. The maximum combined pay premiums under Section C – Education and DPSST Certification Pay and under Section D – Premium Pay is twenty-two (22%) of the employee’s base wage.
- F. Deferred Compensation. The City offers a deferred compensation plan to individual employees. An employee may elect to make payments to the plan by providing notice of payroll deductions to the Finance Department. Deductions are subject to plan rules and regulations. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.
- G. Longevity Premium Pay. Employees with at least eighty-four (84) months of continuous service with the West Linn Police Department will receive an additional two percent (2%) of their base wage hourly per pay period. Longevity is not subject to the cap in Section E.

ARTICLE 18 – PAYROLL INFORMATION

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

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

ARTICLE 19 – HOURS OF WORK

- A. Regular Hours. The regular hours of work each day shall be consecutive.
- B. Work Week. The workweek shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off duty. The City may elect a workweek based on four (4), ten (10) hour days followed by three (3) days off duty.
- C. Workday. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations. A workday shall for purposes hereof begin at 12:01 a.m. on the beginning calendar day of the employee’s scheduled shift. The City at its discretion may revise the starting and quitting

time and shift assignment of an employee to meet the needs of the City following ten (10) calendar days' notice.

- D. Rest Periods. Except in cases of emergencies, two (2) rest periods, fifteen (15) minutes each, shall be permitted to all employees, preferably midway between each half of the assigned workday. An employee shall not be allowed to shorten their workday or lengthen their lunch period by not taking their rest periods, except on occasion with prior supervisory approval.
- E. Meal Periods. Employees will be granted a meal period during their working shift, during which time employees are subject to call when needed. Each employee shall have a thirty (30) minute paid working lunch break within each workday, except in cases of emergency. Employees not on regular duty (i.e., attending school, seminar, conference, etc.) will not be eligible for a meal period during the working time unless the seminar, class, etc. continues through the lunch period.
- F. Voluntary Shift Trade. Employees may voluntarily trade work shifts with each other with the permission of their supervising officer provided such trade does not result in overtime work.
- G. Shift Bidding. Shifts are six months long (currently October to March, April to September). Shift bidding will occur two calendar months preceding the six-month shift duration for two, six (6) month bids (every February). For each six (6) month bidding, management will assign each shift a regular starting time, ending time and the days off based upon management's determination of operational needs (the Department's need to provide police services in an appropriate manner, time and with adequate safety for all, police officers and citizens.)

Bidding will be by seniority as defined in Article 5. A "shift assignment" is an assignment based on a set schedule, such as "day" shift, "swing" or "graves."

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

1. Shift and Days Off.

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

- a. Ask for volunteers to fill the vacancies and award based on the seniority and qualifications of the volunteers.
- b. If sufficient volunteers are not available to meet the staffing needs, the Association representative shall be personally notified and shall have forty-eight (48) hours from the City's notification to request a full shift bidding

opportunity. If the City is unable to make contact with either shop stewards, it shall contact one of the two individuals next designated by the Association as its acting representative.

- c. If such a request is not made, the City shall make the changes it deems necessary to ensure adequate coverage for all shifts. In making such changes, the City will make a good faith effort to affect the least senior employee(s) whenever possible, consistent with the Department's operational and training needs.
- 2. Probationary employees will be scheduled at the discretion of the City and may be assigned and rotated to any shift schedule or position on shift.
- 3. Shift Rotation Adjustments.

The City shall schedule employees for a minimum of eighty (80) hours within the fourteen (14) day period. The Department and employee, with notice to the Association, may agree to adjust the employee's work schedule and/or days off during this 14-day period to ensure the employee is scheduled for a minimum of 80 hours within the 14-day period. In order to be eligible for bidding, a Sergeant shall meet all of the following criteria:

- a. Successful completion of the probationary period;
- b. Possession of a basic or higher DPSST certificate;
- c. Twenty-four (24) months of experience transferable to law enforcement as determined by using reasonable criteria; and
- d. Be on continuous shift assignment;

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

ARTICLE 20 – OVERTIME AND COMPENSATORY TIME

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

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

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

1. Employees assigned to a 5-8 schedule shall receive overtime credit for any work after eight (8) hours on any workday.
2. Employees assigned to a 4-10 schedule shall receive overtime credit for any work after ten (10) hours on any workday.
3. All work performed in excess of forty (40) hours in any workweek

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

Payment towards VEBA includes the monetary value of base salary rate plus education, certification and premium assignment incentive pay. VEBA payments made on behalf of the employee will be made at the same time as regularly scheduled monthly city contributions to VEBA, with the method of payment of the City's choosing. Conversion statements will be provided to an employee by the City for each payroll cycle that a payment is made to the employee's VEBA account. Complete VEBA statements are provided to the employee by HRA-VEBA.

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

- C. Employees required to participate in any teaching activities outside of their regularly scheduled shift schedule, shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation.

Employees required to participate in any meeting outside of their regularly scheduled shift schedule, shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.

- D. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- E. Assignment of Overtime. When overtime opportunities or shift vacancies are created, they will be filled by seniority among bargaining unit personnel, under the following conditions:
1. The City will provide employees notice of overtime opportunities. The City will generally provide notification through a centralized electronic communication system. This does not preclude the City from directly contacting employees when necessary. Electronic communications will occur during the hours of 6:00 am and 10:00 pm, with the exception of unforeseeable circumstances. The City will make best efforts to hold over or extend shifts prior to calling in overtime.
 2. Shift Continuation. When an overtime need exists, and the start time is a continuation of the present shift, as set forth by Article 21, the overtime will first be offered to on duty bargaining unit members. If not filled, the overtime will then be offered to off duty bargaining unit members. If not then filled, overtime assignments may be offered to Lieutenants or Captains prior to assigning the overtime to the least senior on duty bargaining unit member. If the least senior Sergeant is not able to report to duty, the City may proceed with assignment based on inverse order of seniority.
 3. Overtime Assignment. When an overtime need exists and the start time is within four (4) hours, the assignment of overtime will be offered to bargaining unit members by seniority. Overtime assignments may be offered to Lieutenants (if applicable), and Captains prior to assigning the overtime to the least senior bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority. For voluntary overtime, employees must accept the entirety of the overtime shift/hours offered, unless otherwise mutually agreed by a supervisor.
 4. Bargaining unit members will have one (1) hour to respond to an overtime callout if the need is less than four (4) hours away.
 5. Bargaining unit members will have two (2) hours to respond to an overtime call out if the need is more than 4 hours away and less than 24 hours.
 6. Bargaining unit members will have four (4) hours to respond to an overtime callout if the need is more than twenty-four (24) hours away.
 7. Overtime needs with a start time more than seventy-two (72) hours away, shall be posted electronically. Bidding closes at 72 hours prior to the posted start time. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours before the start of the shift.

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

ARTICLE 21 – CALL IN TIME

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

On a scheduled workday this minimum shall not apply if the call back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift, in which case employees will be paid a minimum of one (1) hour at the overtime rate as provided by Article 20. This provision does not apply to shift extensions.

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

Telephone calls: If the City makes a work-related telephone call to a Sergeant outside of regular work hours, and the Sergeant is required as a result to perform work for the City, the Sergeant shall be compensated for the actual time worked on the telephone call, rounded up to the nearest 15 minutes. Phone calls to an officer for the purpose of asking the Sergeant if they are available to perform extra work or for matters that are de minimus in time are not compensable. De minimus is generally for calls of less than 5 minutes.

Payment for a call back and "telephone calls" are separate timekeeping events.

On-Call Assignment: A Sergeant may be assigned "on-call" status. When assigned on-call status, the employee must be readily available to respond to calls and report to work within one hour. Time assigned on-call is not considered compensable hours worked. In consideration for this assignment, employees will receive 24 hours of Sergeant Leave per fiscal year. Sergeant leave must be used in the fiscal year earned and is not compensable upon separation of employment.

ARTICLE 22 – COURT APPEARANCES

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

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

ARTICLE 23 – JURY DUTY

- A. In the event any employee is duly summoned to any court for the purpose of performing jury duty, the employee shall receive their regular compensation for any regularly scheduled working hours spent in actual performance of such service. Employees who are released from jury service or who complete such service are required to promptly notify their supervisor for assignment for the remainder of their workday and/or subsequent shifts.
- B. Any appearance fees or similar monies received by the employee from the Court for the performance of jury duty, shall be turned over to the City.

ARTICLE 24 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City agrees to participate in the Oregon State Public Employees Retirement System (PERS) to pay the City's amount required into each employee's PERS or OPSRP account. The City shall "pick up," assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System as authorized by PERS/OPSRP statutes and regulations. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "pick up" or paid by the City or behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of PERS/OPSRP statutes and regulations for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to PERS/OPSRP statutes and regulations. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to PERS/OPSRP statutes and regulations and shall be considered to be employee contributions. *(PERS actually has two statutes: ORS 238 and 238A. The latter is for OPSRP)*

ARTICLE 25 - INSURANCE

A. Medical Insurance.

The City shall pay ninety percent (90%) of the cost of premiums for medical insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

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

Dental Insurance.

The City shall pay ninety percent (90%) of the cost of premiums for dental insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

- B. The City shall provide a \$60,000 life insurance plan for each Sergeant. In addition, the City shall provide \$2,000 coverage for spouses and dependents of all employees.
- C. The City shall continue to provide long-term disability (LTD) plan for all employees covered by this Agreement. The LTD plan shall provide a benefit of 50% of wages up to \$4,000/mo. for each member (pro-rated for part-time employees).
- D. The City shall provide false arrest, liability and malicious prosecution insurance covering all employees coming under the terms of this Agreement.
- E. Domestic Partners. Health insurance coverage provided in this Article for domestic partners is limited to Registered Domestic Partners under ORS 106.300 et seq.
- F. Voluntary Employee Beneficiary Account (VEBA). The City will establish a VEBA for the employees covered under this Agreement. Contributions to individual employee VEBA accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501(c)(9). The City shall contribute \$60 per employee per month into employee's VEBA.
- G. Legal Defense Plan. For Sergeants, the City will contribute towards the PORAC Legal Defense Plan that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of their duty as an employee for the City.

- a. Effective the month following execution of this agreement, the City will contribute up to \$8.00 toward the premium for each sworn officer paid by reimbursement of invoice provided by the Union for the "PORAC" Plan.
- b. The Union will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.
- c. The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and the member.

ARTICLE 26 - SICK LEAVE

- A. Sick Leave Accrual. Employees shall accrue sick leave at the rate of 3.7 hours per 14 day bi-weekly pay period. There shall be a maximum of one-thousand (1,000) hours of accumulated sick leave. Accumulated sick leave beyond maximum accrual of one-thousand (1,000) hours shall be converted to a monetary amount and then transferred to the employee's VEBA.

Sick leave accruals are based on City date of hire meaning total years of continuous service with the City. New hire Sergeants from an outside law enforcement department will be credited with 40 hours of sick leave upon hire.

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

- B. An employee's immediate family shall include parent, child, spouse or Registered domestic partners (as provided by ORS 106.300), or other persons consistent with OFLA/FMLA/PLO.
- C. The City will participate in the PERS Sick Leave Conversion Program in accordance with the provision of ORS 238.350.

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

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

2. The donor employee must voluntarily donate the hours and sign a waiver stating that the donation is voluntary and that the employee waives any right to any pay or time off for the volunteered hours;
 3. The donating employee will receive no payment for the donated time; donated leave is forfeited.
 4. The waiver must be signed by the donor employee and must be approved by the donor employees supervising officer(s) and the Human Resources Department;
 5. The employee to whom the time is donated must have exhausted all of their accrued, vacation, sick leave, holiday in lieu and compensatory time accruals and have documented need of sick leave;
 6. The employee receiving the donation will receive the hours of time off and donation of hours cannot be reversed, once approved as described above. Donated time shall be converted on an hour for hour basis; for example, Donor employee voluntarily donates sixteen (16) hours of vacation, sick or compensatory, the employee receiving the donation is credited with sixteen (16) hours of sick leave.
- D. Sick Leave Verification. An employee may be required to submit a doctor's certificate or other adequate proof of eligibility for sick leave from an employee's doctor or health care professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays; whenever the City can articulate a good faith concern (e.g., questionable patterns of absence, suspicious explanations, etc.) regarding employee's eligibility to receive sick leave; or a permitted by law. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket costs billed by the doctor or health care professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by insurance. Verification may be required for absences due to illnesses and injuries of the employee's immediate family members consistent with applicable law.
- F. Sick Leave Retirement Benefit. 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.

ARTICLE 27 – SLEEP DEPRIVATION AND/OR FATIGUE

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

In such cases, if an employee has not received at least 8 hours off work between their regular shift and other work-related activity (e.g., court appearances, etc.) and feels overly fatigued:

1. The employee can request to not work their next shift due to fatigue because of inadequate sleep due to conditions or circumstances beyond his/her control.
2. Such employees will be required to submit a Leave Request form and can use any of their accrued time-off benefits, including sick leave.
3. Such leave will be granted, if the employee would be required to report for work with less than eight (8) hours off between their regular shift and is fatigued, even if it required overtime by another employee.

ARTICLE 28 - BEREAVEMENT AND FAMILY MEDICAL LEAVE

- A. Bereavement Leave. An employee shall be granted a special paid funeral leave of absence not to exceed 40 hours in the event of a death in the immediate family. This special leave shall not be charged against sick leave, vacation time, or any other accrued leave bank. Leave under this section is concurrent with any leaves provided by OFLA.
- B. Extension. Upon approval of the Police Chief, an employee may draw upon, at the employee's discretion, accrued vacation, in lieu of holiday or compensatory time for additional special leave time.
- C. Definition of Immediate Family. For the purposes of this Article, an employee's "immediate family" is defined to include the employee's spouse, and the employee and spouse's grandparents, parents, step-parents, guardian, siblings, step-siblings, children, step-children, grandchildren, "domestic partners", any relative residing in the employee's immediate household, and any other person covered under OFLA.

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

- D. Family Medical Leave. The City will comply with the Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), Paid Leave Oregon (PLO) or other applicable law. Eligible employees who are absent from work for FMLA / OFLA / PLO qualifying reasons, but are not eligible to receive sick leave benefits will be paid accrued vacation and holiday pay for their absences. In the event an employee does not specify whether they prefer to utilize vacation or holiday pay, holiday pay shall be utilized first, then vacation pay. In the event holiday and vacation leave banks are depleted, an employee may, at their option, utilize compensatory leave.
- E. Employees who are eligible for PLO, FMLA or OFLA leave shall continue to receive medical, dental, disability and life insurance benefits during the time they are on such leave. Following the expiration of the PLO, FMLA and/or OFLA leave entitlement period, such insurance benefits will continue to be provided as long as the employee continues to have their leave charged against paid leave banks (holiday, vacation, sick leave and compensatory time).

ARTICLE 29 - CLOTHING, EQUIPMENT AND TRAINING ALLOWANCES

- A. The City shall purchase and/or provide uniforms Sergeants covered by this Agreement. New employees will be provided a duty handgun and rifle.
- B. Sergeants (including Detectives) who are required to have and maintain a uniform shall receive the sum of four-hundred dollars (\$400) annually, subject to applicable withholdings. This money is use for the purchase and/or maintenance of equipment not provided by the City, or for training, and uniform upkeep.

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

- C. The City shall issue a separate check to employees during the month of July for the above allowance. Deductions shall be made based on current State and/or Federal Law.
- D. The City shall provide sworn employees with a vest rated at Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently five year). So long as the vest satisfies the required threat level, the City shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a sworn employee wants a vest not selected or approved by the City, it shall be the employee's responsibility to pay any differences beyond what the City will pay.

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

ARTICLE 30 - HOLIDAYS IN LIEU OF HOLIDAYS

- A. In lieu of holidays, all employees engaged in continuous operations shall accrue 4.0 hours per pay period for each full pay period worked. Holiday accrual shall be maintained in an account that is separate from vacation accrual. There shall be a maximum accumulation of 104 hours, and thereafter there is no more accrual or compensation received.

If any employee is below the maximum accrual, the employee may elect to take the accrual as vacation time off at a time mutually agreeable to the supervisor and employee, or receive compensation through regular payroll if requested by the employee at least 7 days before the end of the pay period.

ARTICLE 31 - VACATIONS

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

All Sergeants (internal promotion or new hires) will be credited with total years of law enforcement experience for vacation accrual purposes.

Less than 49 months	5.23 hours per pay period
49 months to 96 months	6.77 hours per pay period
97 months to 132 months	7.38 hours per pay period
133 months to 180 months	8.31 hours per pay period
181 or more months.....	8.62 hours per pay period

Pay periods are every 14 days (biweekly).

New hire Sergeants from another law enforcement department will credited with 40 hours of vacation time.

- B. Vacations shall be approved by the City or designee. Employees shall give ten (10) days advance notice of any request for vacation. Consideration will continue to be given to the employee's seniority by job classification, requests by the employee and work requirements facing the Department.
- C. Vacation time shall not be used in periods of less than (2) hours.

- D. Vacation time will normally be taken within one (1) year of the time earned and normally may be accumulated to a maximum of four hundred (400) hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday leave so that the employee who is about to lose vacation credit because of accrual limitations shall be given adequate advance notice by the City of such potential loss of future accruals. To avoid any loss, the employee shall give the City ten (10) days prior notice of the employee's choice of those days to be taken off. The employee shall be allowed to use excess vacation leave on those selected days unless there is a substantial inconvenience to the City, in which case the City and the employee shall mutually agree to a rescheduling of the threatened leave.
- E. Employees may "sell back" for compensable payment twice per fiscal year up to 112 hours in total per fiscal year.

To be eligible for the "sell-back," an employee must retain an accrual of a minimum of forty (40) hours vacation time, after the "sell back." The City shall make payment in the next pay period for vacation "sell-back," if the City receives the signed, authorized request thirty (30) days in advance. The payment 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 32 – PRODUCTIVITY

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

ARTICLE 33 - LIMITATIONS AND RESPONSIBILITIES

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

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

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

ARTICLE 34 – WAIVER AND SCOPE OF BARGAINING

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

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

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

1. The employer is not limited, confined, or restricted by past practice, rule, custom or regulation in making changes in policies, procedures, rules and regulations to carry out the mission of the City.
2. However, this Article shall not be interpreted to restrict the Union’s right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

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

3. Changes in existing conditions, not within the terms of this agreement, as associated with "employment relations," during the term of the Agreement will be negotiated with the Association in accordance with ORS 243.698. The City will provide notice of changes in existing conditions as applicable under ORS 243.698.

ARTICLE 35 – SAVINGS CLAUSE

Should any Article, section or portion of this Agreement be unlawful, or held invalid or unenforceable by any court of competent jurisdiction or by the Employment Relations Board of the State of Oregon, such decision of said court or board shall apply only to the specific Article,

section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if any, for the invalid Article, section or portion thereof, consistent with the obligations of ORS 243.702.

ARTICLE 36 – PROBATIONARY PERIODS

- A. New Hire Probationary Periods and Promotions. The probationary period for a new hire Sergeant is 12 months (365 days) from date of hire.

A probationary period is intended as a period of time to evaluate employees. An employee's probationary period may be extended, at the City's discretion. The City may toll an employee's probationary period resulting from absences due to medical reasons or similarly related circumstances in order to complete the observation period. Except for a circumstance of tolling a probationary period, in no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status, extension of probation or termination prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension.

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

- B. Promotional Period from Existing Sworn Police Officer. For an officer who is promoted to Sergeant within the department from any lower classification, the probationary period is 12 months (365 days, from the date of promotion).

A probationary period is intended as a period of time to evaluate employees. An employee's probationary period may be extended, at the City's discretion. The City may toll an employee's probationary period resulting from absences due to medical reasons or similarly related circumstances in order to complete the observation period. Except for a circumstance of tolling a probationary period, in no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status as a Sergeant, extension of probation or demotion prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension. An employee promoted internally from a lower rank to Sergeant who fails the probationary period will be demoted to their previously held classification, unless otherwise terminated for misconduct. Demotion for not successfully passing a promotional period is not subject to grievance.

ARTICLE 37 - WORKERS' COMPENSATION

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

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

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

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

If an employee is continued on an accepted worker's compensation claim and on leave, the employee, at their option, may use accrued leave banks to supplement the difference between workers' compensation payments and the employee's regular straight time net wages for up to one year from the accident incident date. The employee shall continue to accrue all benefits including sick leave, vacation accrual, health insurance and PERS contributions, when using accrued leaves. The PERS contribution calculation is limited to the value paid on the accrued leaves. Should an employee not have adequate accrued paid leave in an amount which can provide this supplement, or should an employee exhaust their paid leaves, the employee shall cease accruing paid leaves and benefits, with the exception of health insurance.

Health Insurance Cost Share Premium Contributions.

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

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

If an employee has exhausted all paid leaves, the employee will be responsible to remit to the City payment for cost-share on insurance premiums. Employees who do not receive

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

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

- C. The employee shall return all City-owned property at the request of the City.
- D. Period Following One (1) year. Following twelve (12) months of being unable to work due to a compensable injury or illness, an employee shall have the option of receiving the cash equivalent for all accrued paid leaves, if any, or retaining those accruals with the cash out options provided elsewhere in this Agreement. After twelve (12) months the employee will no longer accrue paid leaves, benefits or seniority. The City will continue to offer group health insurance to the employee consistent with law.
- E. General Provisions. An employee who is not working due to a compensable injury or illness shall receive any general salary adjustments based on this Union Agreement and is eligible for any salary step increases pursuant to Article 17. An employee who was absent due to a compensable injury or illness for over six (6) months of the review year under Article 17 will not receive a step increase unless determined otherwise by the Police Chief.

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

ARTICLE 38 - USE OF ALCOHOL AND DRUGS

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

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

1. Buying, selling, manufacturing, distributing or possessing a controlled substance, including marijuana. For the purposes of this agreement, the use and possession of marijuana is considered a violation of this policy regardless of State law. The use of lawfully prescribed medications, except for marijuana, is permitted subject to prescribed use.
2. Being at work under the influence of alcoholic intoxicants (defined as a blood alcohol content that reaches or exceeds .01% by weight of alcohol in the blood).
3. Consuming alcoholic intoxicants while on City property or in City vehicles or equipment at any time during work hours, including rest and meal periods.
4. Being at work under the influence of any controlled substance, including marijuana, and/or having such substances present in the body (excluding any substance lawfully prescribed for the employee's use which is not being abused and has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time or during work hours, including rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests positive in any blood or urine test administered.
5. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005 (6), and also includes marijuana.

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

Section D. Testing.

1. Where there is reasonable suspicion that an employee is under the influence as defined above, where an employee is involved in an accident or other incident where reasonable safety precautions appear to have been ignored the employee may be required to consent to blood or urine testing for the presence of drugs or alcohol.
2. A person is considered to have tested positive if the person exceeds the cut off levels for drugs as set by the Department of Health and Human Services at the time of testing. (See Appendix for standard in effect at the time of the execution of this Agreement.) If the Department of Health and Human Services standards change, the parties agree to the definition of the revised cutoff levels at the time of testing.

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

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

3. For illegal drugs other than those which fall within one of the Department of Health and Human Services categories, any confirmed, reasonable amount of levels which are comparable to the Department of Health and Human Services levels, constitute a positive test result will result in the consequences explained in Section F below.
4. In the event that the test results are positive for a controlled substance, including marijuana, the City, at its expense, shall require that a second confirming test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in their body. The second confirming test must utilize the G.C./M.S. testing technique.

Section E. Discipline and Other Action. Violation of this policy is subject to disciplinary action.

Section F. Consequences of Test Results.

1. Test results which do not establish that the employee has engaged in prohibited conduct as described in Section B(2) and B(4) of this Article shall result in no further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results, and all documents related to the incident shall be retained only by testing laboratory.
2. Employees who Report Dependencies and Seek Assistance *Before* Committing a Policy Violation – Rehabilitation

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

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

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

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

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

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

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

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

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

- b. If an employee is found to have violated the provisions of Section B(2) and who has not previously committed prohibited conduct specific in Section B(2), the employee immediately shall submit to an evaluation by a qualified professional in the area of substance abuse Substance Abuse

Professional (SAP). The evaluator SAP will be selected by the City. This evaluation will be paid for by the City.

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

If an employee previously has committed prohibited conduct specified in Section B(2), and subsequently is found to have committed such prohibited conduct a second time within two (2) years, shall be subject to the provisions of F(3)(a) above.

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

Section H. The initial test shall use an immunoassay which meets the requirements and cut off values of the DOT Rule 49 CFR Part 40 Section 40.87(F)(a) table.

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative analysis at the cutoff values listed in the above-referenced DOT Rule.

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement shall be effective upon execution, and shall remain effective in full force and effect until June 30, 2025. Wage increases under Article 17A are retroactive to July 1, 2024. The parties will initiate bargaining a successor agreement in February 2025. The parties acknowledge the obligations of status quo for the terms and conditions of this agreement upon expiration and during successor bargaining, as provided by PECBA.

FOR THE CITY:

FOR THE UNION:

City Manager

Union Representative

Date

Date

Appendix A -

Sergeant Hourly Rate Scale

Effective retroactive to July 1, 2024 inclusive of a 4% COLA increase at Step 1. Steps are 5.4% apart starting at Step 1.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant*							
Grade 21	\$40.64	\$42.84	\$45.15	\$47.59	\$50.16	\$52.87	\$55.74

* This hourly rate does not reflect the following: In addition to an employee's regular compensation, the City pays 4% to all Sergeant's base hourly rate in lieu of a direct payment by the City to an employee's individual deferred compensation plan. The 4% is applied at each individual step.

**City of West Linn Compensation Plan for
Sergeants - CCPOA**

4% COLA increase effective 7/1/2024

Effective July 1, 2024 - June 30, 2025

	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant		<i>Hourly</i>	40.64	42.84	45.15	47.59	50.16	52.87	55.74
		<i>Bi-weekly</i>	3,251.20	3,427.20	3,612.00	3,807.20	4,012.80	4,229.60	4,459.20
		<i>Annually</i>	84,531.20	89,107.20	93,912.00	98,987.20	104,332.80	109,969.60	115,939.20

The hourly rate is based on the negotiated rate. Employees are regularly scheduled for 2080 hours per year.

Steps are 5.4% apart

RESOLUTION 2024-11

**A RESOLUTION AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS
ASSOCIATION (CCPOA) - SERGEANTS UNIT
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, in 2023 and 2024 State legislation changed, providing that Police Sergeants have the right to form unions and participate in collective bargaining, even if they hold supervisory roles, and

WHEREAS, the West Linn Police Sergeants formed a separate unit, within the Clackamas County Peace Officers Association, and

WHEREAS, the City's management team and Clackamas County Peace Officers Association Sergeant's Unit engaged in bargaining from July to September 2024, to create a new collective bargaining agreement, and

WHEREAS, the parties reached tentative agreement on a one-year term, with a 4% cost of living adjustment and maintaining their current benefits, and

WHEREAS, each Sergeant has signed a document that voids their individual employment agreements, and

WHEREAS, historically, the City Council has ratified collective bargaining agreements between the City of West Linn and the unions representing the City's employees.

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

SECTION 1. This resolution authorizes the collective bargaining agreement between the City of West Linn and CCPOA – Sergeant's Unit, for July 1, 2024 through June 30, 2025, and will reopen bargaining a full contract in February 2025.

SECTION 2. This contract is retroactive, in part, to July 1, 2021.

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

Agenda Bill 2024-10-14-03

Date Prepared: October 2, 2024

For Meeting Date: October 14, 2024

To: Rory Bialostosky, Mayor West Linn City Council

Through: John Williams, City Manager

From: Doug Erickson, Director Library and Community Services (*DE*)

Subject: Arts and Culture Commission, process and recommendations for acquisition of public art for the Percentage for the Arts Program

Purpose:**Question(s) for Council:**

1. The Arts and Culture Commission would like for City Council to consider adopting a process for the Arts and Culture Commission to make final recommendations for the acquisition of public art using Percentage for the Arts funds to include up to \$1000 of financial assistance to be awarded to finalists for renderings, drawings, and other appropriate documents needed for conceptualizing and understanding how the art will look in the area dedicated for the placement of the art.
2. Also, for a formalization of the process used by the Arts and Culture Commission to decide which art is being recommended for acquisition, following the Percentage for the Arts policy and code.
3. Also, for the city council to approve the framework, process, and final recommendations of the Arts and Culture committee in a timely manner in order to meet deadlines and expectations of the project.

Public Hearing Required:

No

Background & Discussion:

The Arts and Culture Commission and community members, put out a call for artists for the bike repair kiosk to be built in the Willamette business district. The Arts and Culture Commission along with city staff liaisons held a series of meetings during which the committee identified the scope and content of the art project, put out a call for artists, collected the various applicants' entries, selected the finalist(s) or artwork(s) appropriate for the project using the Percentage for the Arts funds. This will also be the process for future public art projects.

The Arts and Culture Commission is involved at every step in the art selection/acquisition process. The process for selection includes the Commission evaluating the type and locations of the artwork; identifying community values and themes for the artwork; reviews artist materials and/or interviews artists; selects the artworks or artists; provides feedback on and approves artists' conceptual designs; and makes a recommendation to Council for final approval of art/artist.

Budget Impact:

1.5% of each city capital project has been set aside in the Percentage for the Arts fund for acquisition and maintenance of public art as outlined by city code, with 1% for acquisition, and 0.5% for maintenance. The Percentage for the Arts would be the funding mechanism for these public art installations.

Sustainability Impact:

NA

Council Options:

The options for council to consider are:

Allowing the Arts and Culture Commission to go forward with the plan using some resources in the planning phase to assist in the process of selection of public art and presenting for final selection recommendations for commissioning to Council for public art for the City of West Linn.

City Council using other methods, and approaches for process and procedure for selecting and acquiring public art for the City of West Linn.

Staff Recommendation:

Staff and Arts and Culture Commission recommend allowing the Arts and Culture Commission to go forward with the plan using some resources in the planning phase to assist in the process of selection of public art and presenting for final selection recommendations for commissioning to Council for public art for the City of West Linn.

Potential Motion:

I move to authorize the Arts and Culture Commission to use up to \$1000 for assistance in the selection process and recommendation of art to City Council, which also includes financial assistance to be awarded to finalists for rendering, drawings, and other appropriate documents needed for conceptualizing and understanding how the art will look in the area dedicated for the placement of the art. Also, to authorize the process of selection of public art and presenting for final selection recommendations for commissioning to Council for public art for the City of West Linn.

Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (required): 4b Presentation on shared DUE ASSETS and opportunities statement

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (required):

4B

Please print:

Name: KENT ZIEGLER / SYDNEY HERMAN

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 2142 MARLWOOD COURT

City: WEST LINN

State: OR

Zip: 97068

Email (Optional): KENTZIEGLER@GMAIL.COM

Phone (Optional): _____

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

This form is subject to public records laws. If requested, it may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law.

Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (required): Sunset Neighborhood Traffic Safety

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (required): _____

Please print:

Name: Lauren (Lori) Bacon

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 2809 Cambridge St.

City: West Linn

State: OR

Zip: 97068

Email (Optional): laurenabacon@gmail.com

Phone (Optional): 610-937-0324

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

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Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (required): Oppenlander

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (required):

Please print:

Name: Dean Suhr

Phonetic spelling, if difficult to pronounce:

Address (Optional): 21345 Miles Dr

City: West Linn State: OR Zip: 97068

Email (Optional): dean@deansuhr.us Phone (Optional): 503-702-9923

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

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Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (required): PROPOSED CHARTER AMENDMENT ON FEEDING WILD LIFE

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (required):

Please print:

Name: BILL RAMIREZ

Phonetic spelling, if difficult to pronounce:

Address (Optional): 6771 APOLLO ROAD

City: WEST LINN State: OR Zip: 97068

Email (Optional): Phone (Optional):

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

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CITY OF

West Linn

Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (required): Dispute Resolution

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (required): not on agenda yet

Please print:

Name: Joy Mutare

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 5000 Broadway St

City: West Linn State: OR Zip: 97068

Email (Optional): JMutare@PDX.EM Phone (Optional): 315 436 4837

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

This form is subject to public records laws. If requested, it may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law.



CITY OF

West Linn

Public Comment Form

I wish to speak during Public Comments (comments are limited to three minutes). Topic listed will be reflected in the meeting minutes.

Please specify topic (required): Safety CROSSWALKS + speeding on Sunset Ave

I wish to wait and speak on the agenda item listed below (comments are limited to three minutes).

Please specify agenda item (required): _____

Please print:

Name: Jerr Petrin

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): 4225 Sussex

City: _____ State: _____ Zip: _____

Email (Optional): _____ Phone (Optional): 281 630-0546

Please submit this form to the City Recorder along with copies of any material to be handed out to the Council.

This form is subject to public records laws. If requested, it may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law.