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

WEST LINN
CITY COUNCIL MEETING
NOTES
July 11, 2022

Pre-Meeting

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

Council Present:
Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.

Staff Present:
Deputy City Manager John Williams, City Recorder Kathy Mollusky, City Attorney Bill Monahan, Public Works Director Lance Calvert, Human Resources Director Elissa Preston, and Police Captain Oddis Rollins.

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

Council President Rory Bialostosky moved to approve the agenda as posted with one amendment, adding a discussion and potential vote to suspend the Council Rule found in Section C, 22(d). Councilor Mary Baumgardner seconded the motion.

Councilor Baumgardner asked why the amendment had come up today and whether it should be added to Council's Rules discussion or needs to be today.

Mayor Walters believed that based on feedback received, the rule was unclear, which is why she wanted Council's decision to suspend the rule to be clearly voted on today to ensure everyone understands.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Suspend Council Rule found in Section C, 22(d)

Mayor Walters asked for City Attorney Monahan's suggestion on dealing with the Council Rule now or later in the Business Meeting.

City Attorney Monahan replied the decision was up to Council. He suggested if the Council wanted to utilize the outcome of the vote in the meeting, the appropriate action would be to deal with the matter first.

Mayor Walters agreed, noting she did not want people to feel unheard during public comments without clear direction. She asked Council President Bialostosky to make another motion.

Council President Rory Bialostosky moved to Suspend the City Council Rule found in Section C, 22(d), which requires written comments to be read into the record upon request. Councilor Mary Baumgardner seconded the motion.

Mayor Walters confirmed Council's decision would go into effect immediately, including in today's meeting.

Councilor Baumgardner replied she was not comfortable voting, noting she was unprepared, so she would wait to hear from other Councilors.

Mayor Walters believed Council already made the decision and were now formalizing that decision.

Councilor Jones concurred with Mayor Walters' response.

Councilor Relyea stated the appropriate way to have this discussion would have been to have the item placed on the agenda in a different position than where it was scheduled in order to give the public a chance to comment before Council's discussion and that it was on the agenda

in the right order. He agreed with City Attorney Monahan's advice that the current position was appropriate but did not believe the Council had gone through a process of doing that.

Mayor Walters asked if Councilor Relyea wanted to back up and discuss where the item should be on the agenda.

Councilor Relyea stated the motion would be, I move to place the item currently under discussion, under Subsection 2: Approval of Agenda and prior to Public Comments or receive public comments and then place the item before Item 4 Announcements and Proclamations.

Mayor Walters clarified with Councilor Relyea, if he wanted to vote on the placement of the Agenda Item. She asked Council President Bialostosky for a new motion.

Council President Rory Bialostosky moved to amend the motion and place the discussion on the Council Rule at issue after Public Comment. Councilor Mary Baumgardner seconded the motion.

Councilor Baumgardner said she did not understand why the item was being added now and asked if it could be postponed to the next meeting, so the public had enough time. She understood agenda items need public notice. She thought the rule about two Councilors being able to add an item to the agenda was for an upcoming meeting that would have proper notice, not during the meeting.

Mayor Walters clarified that under the current Council Rules, an Agenda Item could be added at the beginning of a Council meeting, which had been a common occurrence during the previous Council's tenure. She explained the decision was not in any way meant to circumvent any public process and reiterated Council had made the decision to suspend the rule in question a month ago. The decision would just be formalized in the meeting tonight.

Councilor Baumgardner explained she was not against the Rule change, it was about notice and the timing. She was not accustomed to current Council Rules, which allowed Councilors to add items during meetings, adding if other Councilors supported it, she would defer.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Public Comments [6:10 pm/10 min]
Alice Richmond re: the 4th of July event.

John McCabe re: construction times in the code and that the roundabout construction will be allowed from 7:00 pm to 7:00 am.

Karie Oakes re: reading public comments out loud at Council Meetings.

Teri Cummings re: suspending Council Rules.

Announcements, Proclamations, and Recognitions [6:20 pm/5 min]

National Farmer's Market Week Proclamation

Proclamation

Councilor Baumgardner read the proclamation declaring August 7 to 13 National Farmer's Market Week in conjunction with Wednesdays in Willamette Summer Street Market week.

Consent Agenda [6:25 pm/5 min]

Agenda Bill 2022-07-11-01: Meeting Notes for June 13, 2022

Draft Notes Information

Council President Rory Bialostosky moved to approve the Consent Agenda which contains the Meeting Noes for June 13, 2022. Councilor Mary Baumgardner seconded the motion.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Suspend Council Rule found in Section C. 22(d)

Deputy City Manager Williams noted he and the City Attorney sought clarity on when Council would discuss the issue on suspending Council Rules.

City Attorney Monahan understood the motion was for Council to discuss the added agenda item somewhere in tonight's meeting. He suggested the appropriate time for Council to decide whether the discussion would take place immediately after public comments, which was what Deputy City Manager Williams and he had heard, or had Council planned to put the item elsewhere on the agenda.

Council President Bialostosky understood Councilor Relyea suggested discussing the item after Public Comment.

Mayor Walters clarified she had gone straight to Consent Agenda, so Council could discuss the

matter now, if desired. She confirmed a motion could be made so Council could have the discussion.

Council President Rory Bialostosky moved to Suspend Council Rule found in Section C, 22(d) The motion did not receive a second and was lost.

City Attorney Monahan asked whether the motion was to suspend the Council Rule just for this meeting or to suspend the Council Rule C, 22(d) until Council took action to put it back into application.

Council President Bialostosky understood the motion was to suspend the rule until Council put it back into application and had a chance to fully review the Council Rules. He noted he was unaware the matter was going to be discussed tonight and wanted discussion to hear the Council members' thoughts to help inform whether he was ready to vote to suspend the rule at this time.

Councilor Jones stated he was comfortable with the suspension as he had stated, but clearly other Councilors were not prepared for the discussion tonight. He proposed postponing the matter to an upcoming meeting.

Mayor Walters noted her intention was to make the policy clear, adding Council had been unanimous on its consensus on this issue. She did not want any Councilor to feel apprehensive about the matter, so the item could be moved to another agenda.

Councilor Relyea understood Council had suspended the Council Rule for one meeting due to the volume of public comment and requests on reading comments into the record that were very similar in nature. If Council had read each one of the comments into the record, the majority of Council's meeting time would have been used. He believed the right thing to do would have been to suspend the rule in question for that one meeting, and then have a discussion later about whether changes should be made to the Council Rule overall. Holding a work session was recommended due to the diversity of opinion, based on Ms. Cummings' comments regarding Goal 1, Oregon Land Use, which pertains to public involvement. The Council needed to consult with the City Attorney's office to clarify if public comment was a requirement of the City's Charter, State Law, or if Council had chosen to do it under Council Rules. Mayor Walters emphasized she was not suggesting Council should not receive public comments and, in the interest of time, ordered that the matter be tabled to a future agenda.

Business Meeting [6:30 pm/1 hour]

Agenda Bill 2022-07-11-02: Athey Creek Infrastructure Improvements Intergovernmental Agreement with the West Linn-Wilsonville School District
Athey Creek IGA Information

Presentation
Public Comment - Emma Jones
Public Comment - John McCabe
Public Comment - Karie Oakes
Public Comment - Teri Cummings
Public Comment - Betty Reynolds
Kathie Halicki, President, Willamette Neighborhood Association (WNA), reiterated her request to postpone the vote on the IGA so remaining questions could be addressed about the height of the retaining wall, hours of construction, the impact to wildlife, and access for baseball and to the community garden. Concerns were also expressed about the IGA's impact on the emergency use only designation of the Brandon Place extension and the "no parking" status along Dollar and in the River Heights neighborhood for public and school events.

Karie Oakes said she did not believe Mayor Walters had followed the normal meeting procedure, whereby Staff first presented their report, so the public could then comment afterward. She stated she would reserve her time until after Staff's presentation was made.

Betty Reynolds described several concerns about the IGA and the development and land use process, noting many changes were made to earlier concepts and the fast-track approval process bypassed public notice and public involvement required by Oregon Law and Land Use Goals. She identified several project elements that would negatively impact the environment, including the flood plain, as well as traffic congestion and safety given the roundabout. The verbiage of the IGA and resolution should be carefully reviewed and corrected where necessary after a public hearing on the proposed improvements, all permits were obtained, and a traffic study was conducted.

Teri Cummings requested to be able to provide her comments after the Staff report. No new information had been provided since June 21st, and she wanted to hear the report as well as the responses to her questions from that date.

Mayor Walters noted that under Section 22, a person was not allowed to speak more than once on one agenda topic. However, she would allow Ms. Cummings and Ms. Oakes to testify a second time.

Public Works Director Calvert presented via PowerPoint the Agenda Bill regarding the IGA, related to further improvements to the property near the Athey Creek Middle School development. The IGA was being considered beyond the previous land use decisions to build the school and the roundabout. The IGA was a financial agreement wherein the City would pay the School District for additional improvements beyond what was required for the new school to save City taxpayers and utility rate payers funds money by coordinating improvements to the area during the time of construction. Such IGA arrangements had been done multiple times in the past. He noted the IGA was not a vote for or against the school or the roundabout, as both projects had already been approved in separate land use decisions and would move

forward as part of the land use process regardless of whether the IGA was approved. His presentation highlighted the infrastructure improvements related to the IGA as well as components of the land use process, including public engagement. He reviewed Staff's responses to questions and comments received from the public and included in the record; many were specific to the school and roundabout projects already approved. His responses to additional questions were as follows:

- A speed radar sign would be placed on the Borland side of the bridge to notify drivers to slow down for the upcoming speed limit change. In addition, like other schools in the community, there were school zone flashers would flash at certain times of the day specified by the District for the 20-mph school zone speed. He believed the normal posted speed in the area was 30 mph, having stepped down as Borland Rd was 45 mph.
- No Rectangular Rapid-Flashing Beacon (RRFB) or flags were currently planned at the Epperly crossing, but if Council wanted, Staff could have that installed through a change order process. He advised waiting to see how everything worked first without the additional expense, noting Council could decide to add the flags or flashing beacons at any time and they were easy to install.
- As set out in the City's Purchasing Policy, any change orders, and changes in cost above a certain threshold would be brought before Council.
- In accordance with City Code, Staff was planning to allow night work on the project, particularly in the area of Willamette Falls Dr, to minimize disruption to those in the park as well as people moving through the area during rush hour.
- Night work would not be associated with the improvements along Dollar St or near the Epperly intersection which was close to residential homes with people trying to sleep. The contractor could work during the day, but there were different traffic control requirements for work done at night versus during the day. He had not yet talked to the contractor to see if they planned to do any night work, but that was typically addressed later and people in the surrounding area would be contacted to try to meet their particular needs.
- Parking was all signed and approved in accordance with City Code requirements. Staff was not proposing any significant changes in parking along Dollar St or other facilities, outside of what was already vetted in the land use process. If Council wished to change or restrict parking around the new school, it could be accommodated through the City's Municipal Code process.
- Multiple questions had been asked about Brandon Place, regarding steepness, slopes, cuts and fills, curves, and TVF&R. All aspects of that project had been approved and adopted as part of the land use approval process and met all of the City's Code requirements as well as TVF&R, which had also signed off on the improvements.
- On the question of clear safety and vision as it related to CDC 42, which was specifically applicable to corner intersections, the roundabout met all the requirements; the guard rail was 2.4 ft tall, which met the City's 3 ft height limit.
- Every structure in the park was in the floodplain, including bathrooms and other features that have power. The retaining walls would be located at the very edge of the floodplain but did not significantly impact the floodplain in the way mentioned and

would be designed to accommodate any kind of flood event through the engineering plans process.

- The walls near the roundabout had a maximum height of approximately 8 ft, exposed above grade. The retaining wall near the nature trail farther to the east of the park was approximately 9 ft. Most of the retaining walls were relatively short but all of them met all of the City's safety requirements, as well as the handrails, safety rails, and fencing as appropriate, which minimized the impact to the park, floodplain, and wetlands while still delivering safe biking and walking features along Willamette Falls Dr.

Public Comment

Teri Cummings expressed concerns about parking and safety issues, Brandon Pl, and the lack of public involvement in the land use process, citing Oregon Land Use Statewide Planning Goal 1. She reiterated the public had been given the same information for three consecutive meetings and that her questions had still not been addressed and would have been helpful to Council. The IGA was needed, but many questions still needed to be answered.

Karie Oakes discussed the need for a land use decision on the City's improvements along Fields Bridge Park, citing issues with the proposed retaining walls and impacts to the habitat conservation area, and expressed concerns about the lack public involvement on the project.

John McCabe noted the difference between the roundabout being a concept and now referenced as approved. He expressed concerns about how Brandon Pl would be viewed on Google Maps and suggested removing the roundabout, citing safety concerns, increased traffic, and significantly reduced debt to the School District. He suggested the WNA meeting be broadcast publicly.

Councilor Baumgardner stated she was not against the IGA but had concerns about the public process. She rewatched the July 6, 2021, Council meeting, where the Willamette Falls Drive Concept Plan was presented, and she had interrupted the presentation at 1 hour 30 seconds because the roundabout was not in the Concept Plan. At that time, it was explained that it was a concept only. She did not believe Council was given the opportunity to make an informed decision. She had a lot of questions and concerns about the roundabout, but since it was conceptual, the specifications were not discussed at that time. She asked City Attorney Monahan what the ramifications of the IGA's binding nature and whether a major change or another scenario necessitate breaking the IGA language or leaving the IGA. She said she was mostly concerned about the process.

City Attorney Monahan confirmed the IGA was a binding legal document, which could possibly be modified, but only by both parties. For example, if rock was found during construction that caused extra costs or some change to the plans, it could require the parties to discuss a modification, possibly with a different funding share.

Councilor Baumgardner asked if it was true that the roundabout was going to be built by the

school, even if the City did not participate in the IGA.

City Attorney Monahan replied the reference to the roundabout was not within the body of the IGA. The roundabout was a condition of approval for the School District, and he believed the roundabout was potentially listed as one of the cost items.

Public Works Director Calvert confirmed that the land use process was what drove the School District to build the roundabout. The IGA facilitated the City's ability to build out all the bike and pedestrian improvements on the park side of the roundabout, enabling the City to have a nice entrance and feature to the park that worked and functioned well. If the IGA was not approved, then the School District would move ahead with the roundabout construction and would have to do some sort of connection there that would be less than ideal, but functional. Then the City could come back and do improvements at some future date. Staff recommended to do the improvements now and complete the IGA so that it appeared whole to the public and everything worked well.

Councilor Relyea clarified that Council was not there to talk about the roundabout, because it was not part of the IGA. Based on comments made and questions raised by Councilor Baumgardner, he understood the Concept Plan did not include the roundabout and the IGA did not address the roundabout. The roundabout was part of the land use application approved for the School Districts' school site, so he was confused as to why Council was talking about the roundabout.

Councilor Baumgardner asked if there would be any possibility to modify the plan, for instance for sidewalks and parallel parking on Willamette Falls Dr, if Council approved the IGA.

Public Works Director Calvert replied the IGA was basically to proceed, in accordance with the design plans linked to the agenda. If Council wanted to alter those plans, Staff could bring it up with the School District and its contractor and engineers. The parking shown and proposed on Willamette Falls Dr was in the Willamette Falls Drive Concept Plan approved by Council. While he had heard testimony about not having parking on arterial roads, which was generally true; the adoption of the Concept Plan, which clearly showed the on-street parking in the area, would override that general Transportation Systems Plan (TSP) statement, which was the whole purpose of adopting a more refined concept plan. If Council wished to remove on-street parking from this area of Willamette Falls Dr and deviate from the approved Willamette Falls Drive Concept Plan, Staff could certainly look at that.

He confirmed the deviation would not break the IGA, although the School District would want to move ahead quickly if the City wanted to make such changes. Council would want to move quickly after approval of the IGA because the contractor would start work soon on things like utility work, and every change in a plan set had a ripple effect. Staff did not want to provide stuff in future outreach to the community that was not what the Council or community was anticipating, so Staff had been trying to stay true to the adopted Concept Plan.

Councilor Baumgardner pointed out that she was never comfortable with parking along that stretch of road and had stated so in Council's vote discussion. She had voted for the Concept Plan because it was represented that if Council did not pass it, the City would miss out on funding, and she wanted to look at the long view. However, she was always concerned about the parking on that stretch of road.

Council President Rory Bialostosky moved to approve the proposed Intergovernmental Agreement with the West Linn-Wilsonville School District to complete improvement to city infrastructure near the new Athey Creek Middle School with the city share totaling $2,072,897.89 and direct the City Manager to sign the IGA. Councilor Todd Jones seconded the motion.

Council President Bialostosky stated he would vote in favor of the IGA. He believed there had been a sufficient public process due to the Willamette Falls Drive Concept Plan that went through vetting and City Staff had carried out the plan. He believed voting against or rejecting the IGA would not make sense because Staff had carried out the City's Plan. There were a lot of benefits to the IGA, including upsizing the water line, improving the stormwater system, and carrying out the Plan Council had adopted. He believed the public process would continue, and he had no doubt Public Works Director Calvert would attend the WNA meeting. Approving the IGA to move something forward did not mean Council could not make changes down the line or that the public process had ended. He hoped the public process would continue and become more robust as the City got closer to construction. He reiterated that he did not see any cons to the IGA.

Councilor Relyea appreciated Public Works Director Calvert and Deputy City Manager John Williams for ensuring that that all the questions which Council had placed before them in previous meetings were part of tonight's presentation. He would vote in favor of the IGA.

Councilor Jones appreciated all the information Public Works Director Calvert had shared, noting his presentation plus comments from the public made him more thoroughly consider the IGA. He asked when Council passed the Willamette Falls Drive Concept Plan if the total cost of the entire project had been $34 million. Public Works Director Calvert said he did not know the specific number but believed it was higher than $34 million and today, it was even higher. At the time, he had thought it was great that the City had the Concept Plan, but it was disheartening knowing the City had no idea where to find the money to implement the Plan. The fact that within a year, the City already had an opportunity to implement a piece of the Plan that was focused almost exclusively on safety, whether safety of Fields Bridge Park, Dollar St and the Willamette neighborhood, or the safety of the students that would eventually attend the middle school. He was grateful the City was able to partner with the School District and save the taxpayers money in making some of the improvements, which would benefit all the 26,700+ people in the City.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: Councilor Mary Baumgardner.
The motion carried 4 - 1

Agenda Bill 2022-07-11-03: RES 2022-09, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT

RES 2022-09 Information

Deputy City Manager Williams appreciated everyone who had been involved in the process, which had been going on for some time. An unprecedented amount of visibility went into the development of this contract which came from a very unprecedented amount of attention to policing, both nationally and in West Linn. He believed the way that Council, Staff and the community responded and worked on the contract to reach this point should be commended. A lot of Staff, both on the management and union sides had put a tremendous amount of time into the agreement. Two of them, Human Resources Director Preston and Police Captain Rollins, were present and would provide an introduction.

Human Resources Director Preston presented the Agenda Bill, highlighting the background leading to the agreement which stemmed from Council and City Staff looking at the intersection between needed police reforms and the upcoming collective bargaining with the CCPOA back in 2020. She reviewed the process used in developing the agreement, including citizen involvement, the main focus points of negotiation, as well as key components of the proposed agreement, which supported recruitment and retention. The City's appointed bargaining team recommended approval of Resolution 2022-09, thereby authorizing the City to enter into a four-year contract with the CCPOA.

Councilor Baumgardner stated she was honored to be involved as the observer for the bargaining and had learned a lot because she did not have institutional knowledge in the area. She appreciated being given information and having the process explained, specifically thanking Human Resources Director Preston for her help and all of the officers involved, including Police Captain Rollins and Officer Bill Garland.

Mayor Walters thanked Councilor Baumgardner for being Council's liaison at the bargaining sessions and for her commitment for attending all of the sessions.

Council President Rory Bialostosky moved to adopt Resolution 2022-07, authorizing the Clackamas County Peace Officers Association (CCPOA) Collective Bargaining Agreement. Councilor Mary Baumgardner seconded the motion.

Councilor Relyea thanked members of the bargaining team, Human Resources Director Preston, and members of the CCPOA, Mr. Shuback, Councilor Baumgardner, and everyone else involved in the Task Force, as well as the Review and Recommend Committee which would be

formed as a result of these negotiations. He also appreciated the flexibility of the City's team members in accepting the contract and helping Council initiate the process of police reform.

Mayor Walters concurred with Councilor Relyea's comments.

Councilor Baumgardner stated she had omitted to thank Officer Redler for his participation on the union side, adding she appreciated all of the time and effort negotiation takes.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Agenda Bill 2022-07-11-04: RES 2022-10, SETTING COMPENSATION LEVELS FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES, AND ELECTED OFFICIALS

RES 2022-10 Information

Deputy City Manager John Williams noted that Human Resources Director Preston and he were standing in for City Manager Gabrielatos' behalf tonight and were available to answer any questions. He believed the main point was that it reflected the direction the Council had just adopted in the Police contract; this agenda item addressed not just police management, but also general staff management and elected officials as well. Staff recommended moving forward on this item to provide parity, as Staff had often said, the cost of living is something that affected everybody and was best dealt with uniformly across all employees to ensure a benefit to everyone.

Human Resources Director Preston presented the Agenda Bill, noting Council had a couple discussions about cost of living for other employee groups, and the City Manager authorized a management confidential employee group cost of living for Council's consideration. Last year's CPI was 5.5 percent, and while the City was approximately $97,000 over budget, American Rescue funds could be used to absorb the overage in the current fiscal year. Future budget amendments would be made for the next biennium. Staff recommended approval of the agenda item in order to bring parity across all City employees.

Mayor Walters thanked Human Resources Director Preston and Staff for all of the work on this agenda item. She appreciated the inclusion of a wide range of employees and that compensation was done in an equitable way, and that elected officials were also included.

Council President Rory Bialostosky moved to adopt Resolution 2022-10, setting compensation levels for management and non-represented employees, and elected officials. Councilor Mary Baumgardner seconded the motion.

Councilor Jones said that on his year and a half on Council, he was very appreciative of his working relationship with management and non-representative Staff, who were very responsive and professional. He was grateful for the opportunity to help them weather inflation, just as Council has done for CCPOA.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Mayor and Council Reports [7:30 pm/10 min]

Reports from Community Advisory Groups

Councilor Baumgardner reported the public could still sign up for the Sustainability Advisory Board's virtual educational series being held tomorrow at 7 pm by visiting the Sustainability Advisory Board's page on the City's website. The Board was also hosting a booth at the West Linn Old Time Fair and was very excited to have E-bikes. She encouraged those going to the fair to check out the booth. She believed there was an opening on the Arts and Culture Commission and encouraged anyone interested to apply. The Commission was preparing for its community art show, which would be held at the library. The submittal deadline had passed for submissions, but the Commission had seen great artwork from the community, so she was excited for that event in August. She noted she was still fighting tolling.

Council President Bialostosky reported on a dinner he and Councilor Baumgardner attended last Thursday with Chief Mahuna and several PTA members from different schools, as well as School District officials, including the Superintendent. The dinner was held to talk about the City's response to any potential mass shooting, in response to what happened in Uvalde. The discussion was very sobering and powerful. He appreciated Chief Mahuna and the City Staff who attended and for putting on the great event. He noted the Youth Advisory Council official letters of acceptance had gone out, he believed there were about 10 members, some of whom were returning, and some were new. He commended staff for coordinating all the interviews and all their work behind the scenes.

Appoint Community Advisory Group Member

Mayor Walters placed before Council the appointment of Jeff Stallard to the Utility Advisory Board.

Council President Rory Bialostosky moved to approve the Mayor's appointment. Councilor Mary Baumgardner seconded the motion.

Councilor Jones stated he was very grateful that Mr. Stallard had stepped up and was willing to serve on the Utility Advisory Board. Based on his application, it was heartening to read the sentence stating that he has a passion for all things water, having spent the last 14 years of his career focusing on designing, building, and managing water and wastewater projects in the Pacific Northwest. With Mr. Stallard, Council would have added three individuals to the Utility Advisory Board in the past six months, all of whom have immense expertise in water management. He was appreciative of the expertise that was already on the UAB and that had been added. He was happy to support Mr. Stallard's appointment.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

City Manager Report [7:40 pm/5 min]
Diversity, Equity, and Inclusion Discussion
Nothing to report.

City Attorney Report [7:45 pm/5 min]
Nothing to report.

Adjourn [7:50 pm]
Notes approved 7-11-22.

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

CITY COUNCIL AGENDA

Monday, July 11, 2022

5:00 p.m. – Pre-Meeting – Bolton Room & Webex*

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

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1. Call to Order and Pledge of Allegiance [6:00 pm/5 min]
2. Approval of Agenda [6:05 pm/5 min]
3. Public Comments [6:10 pm/10 min]
4. Announcements, Proclamations, and Recognitions [6:20 pm/5 min]
    a. National Farmer's Market Week Proclamation
5. Consent Agenda [6:25 pm/5 min]
    a. Agenda Bill 2022-07-11-01: Meeting Notes for June 13, 2022
6. Business Meeting [6:30 pm/1 hour]
    a. Agenda Bill 2022-07-11-02: Athey Creek Infrastructure Improvements Intergovernmental Agreement with the West Linn-Wilsonville School District
    b. Agenda Bill 2022-07-11-03: RES 2022-09, AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT
    c. Agenda Bill 2022-07-11-04: RES 2022-10, SETTING COMPENSATION LEVELS FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES, AND ELECTED OFFICIALS
7. Mayor and Council Reports [7:30 pm/10 min]
    a. Reports from Community Advisory Groups
    b. Appoint Community Advisory Group Member
8. City Manager Report [7:40 pm/5 min]
    a. Diversity, Equity, and Inclusion Discussion
9. City Attorney Report [7:45 pm/5 min]
10. Adjourn [7:50 pm]

**City Council and Planning Commission meetings will be conducted in a hybrid format with some Councilors, staff, presenters, and members of the public attending remotely via Webex and others attending in person. The public can watch all meetings online via www.westlinnoregon.gov/meetings or on Cable Channel 30.*

Submit written comments by email to City Council at citycouncil@westlinnoregon.gov or to Planning Commission at askthepc@westlinnoregon.gov. We ask that written comments be provided before noon on the day of the meeting to allow City Council and Planning Commission members time to review your comments.

To speak during the meeting, please complete the form located at: https://westlinnoregon.gov/citycouncil/meeting-request-speak-signup by 4:00 pm the day of the meeting to be input into our system. Instructions on how to access the virtual meeting will then be provided to you by email prior to the meeting. If you miss the deadline and would like to speak at the meeting, please fill out the form and staff will send you a link as time allows.

If you require special assistance under the Americans with Disabilities Act, please call City Hall 48 hours before the meeting date, 503-657-0331.

When needed, the Council will meet in Executive Session pursuant to ORS 192.660 (2).

PROCLAMATION

West Linn, Oregon

WHEREAS, farmer's markets are an integral part of Oregon's food system and agricultural economy; and

WHEREAS, the farmer's markets in Oregon are important sales outlets for farmers and food business owners, generating revenue that supports the sustainability of family farms and the revitalization of rural communities; and

WHEREAS, farmer's markets provide citizens of all income levels with access to healthful, locally produced foods through Oregon markets that accept supplemental nutritional assistance program benefits and other critical food access programs; and

WHEREAS, the Power of Produce program offered by the Wednesdays in Willamette Summer Street Market offers children the opportunity to engage in the local food system through conversations directly with farmers and have exposure to new fruits and vegetables; and

WHEREAS, the Wednesdays in Willamette Summer Street Market is a cornerstone of our community, well-loved by customers, neighbors, and vendors alike; and

WHEREAS, the City Council recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; provide access to fresh healthy food for all of Oregon's citizens; and more.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, that August 7 to 13, 2022 is National Farmers Market Week in conjunction with Wednesdays in Willamette Summer Street Market Week.

DATED THIS 11TH DAY OF JULY 2022

_____

MAYOR JULES WALTERS

ATTEST:

_____

KATHY MOLLUSKY, CITY RECORDER

City of West Linn

Agenda Bill 2022-07-11-01

Date: June 30, 2022

To: Jules Walters, Mayor
Members, West Linn City Council

From: Kathy Mollusky, City Recorder *KM*

Through: Jerry Gabrielatos, City Manager JG

Subject: Draft Meeting Notes

Purpose: Approval of City Council Meeting Notes.

Question(s) for Council:
Does Council wish to approve the attached City Council Meeting Notes?

Public Hearing Required:
None required.

Background & Discussion:
The attached City Council Meeting Notes are ready for Council approval.

Budget Impact:
N/A

Sustainability Impact:
Council continues to present its meeting notes 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 Notes.
2. Revise and approve the Council Meeting Notes.

Staff Recommendation:
Approve Council Meeting Notes.

Potential Motions:
Approving the Consent Agenda will approve these notes.

Attachments:
1. June 13, 2022 Council Meeting Notes

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

WEST LINN
CITY COUNCIL MEETING
NOTES
June 13, 2022

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Pre-Meeting

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

Council Present:
Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.

Staff Present:
City Manager Jerry Gabrielatos, City Recorder Kathy Mollusky, City Attorney Bill Monahan, Deputy City Manager John Williams, Planning Manager Darren Wyss, and Finance Director Lauren Breithaupt.

Approval of Agenda [6:05 pm/5 min]
Council President Rory Bialostosky moved to approve the agenda removing the certification of the May results. Councilor Mary Baumgardner seconded the motion.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Public Comments [6:10 pm/10 min]
Emily Randall regarding the Fourth of July celebration in West Linn.

Alice Richmond regarding the Oregon Department of Transportation (ODOT) urban mobility pamphlet she received in the mail about I-205 construction.

Randall Fastabend regarding Robinwood Station construction.

Kevin Bryck regarding the community garden, greenhouse, and generator at Robinwood Station.

Announcements, Proclamations, and Recognitions [6:20 pm/15 min]

Juneteenth Proclamation
Juneteenth Proclamation
Councilor Jones read the Juneteenth Proclamation recognizing June 19th as Juneteenth and encouraged all community members to join in this observance.

LGBTQ+ Pride Month Proclamation
Pride Month Proclamation
Councilor Baumgardner read the LGBQT+ Pride Month Proclamation declaring June LGBTQ+ Pride Month.

National Pollinator Week Proclamation
Pollinator Month Proclamation
Mayor Walters read the National Pollinator Week Proclamation and declared June Pollinator Month and June 20 through 24 National Pollinator Week and urged all citizens to recognize this observance.

Consent Agenda [6:35 pm/5 min]

Agenda Bill 2022-06-13-01: Meeting Notes for February 14 and April 11, 2022
Draft Notes Information

~~b. Agenda Bill 2022-06-13-02: Certifying May Election Results (*if available)~~

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This item was removed under Approval of Agenda.

Council President Rory Bialostosky moved to approve the Consent Agenda which includes the meeting notes for two meetings. Councilor Mary Baumgardner seconded the motion.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Business Meeting [6:40 pm/2 hours]

Agenda Bill 2022-06-13-03: Public Hearing: ORD 1736, HB2001 Code Amendment
HB 2001 Code Amendment Info
Staff Memo
Public Comment
Mayor Walters called to order the legislative public hearing on CDC-22-02, a proposal to amend Chapters 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 21, 24, 43, 46, 55, 59, and 60 of the West Linn Community Development Code. The proposal will implement the requirements of Oregon House Bill 2001 and Oregon Administrative Rules Chapter 660 Division 46. She explained how the hearing would proceed.

City Attorney Monahan stated the Council's decision must be based on consideration of: 1) the statewide planning goals and administrative rules adopted under ORS Chapter 197, 2) applicable federal or state statutes or rules, 3) applicable plans and rules adopted by Metro, and 4) on the City's comprehensive plan and development code and he explained the appeal process.

He asked if any members of the Council wish to declare a potential or actual conflict of interest or if any member of the audience wished to challenge the ability of any member of the Council to participate in this decision. There were none.

Staff Report and Presentation
Planning Manager Wyss gave the staff presentation.
Presentation

In response to Councilor's questions, Planning Manager Wyss responded as follows:

- The model code is more flexible; it allows reduced setbacks for middle housing, increases lot coverage and floor area rations (FAR) to a greater extent than the proposal.

- The housing needs analysis states the City needs 22% more; it is based on projected growth. The consultant used Metro modeling and other national models to show what the projected need would be over time.

Public Comment

Dale Fortuna does not believe that the state has a right to tell the city what they have to do in their city and does not want Council to succumb to them. He does not want low income housing. The roads are terrible, the schools are crowded, and more people means more crime. West Linn is a bedroom community that wants good schools, police, and fire protection that they are not going to get with low income housing. Next to Lake Oswego, West Linn has the highest income in the state. Low income people cannot live here because it will cost a fortune to build. If a triplex is added to an existing home and they have to pay for all those improvements, they are going to pass it onto the renters and so this will not work in West Linn. His is sorry for low income people, but West Linn is not built that way.

In response to questions, City Attorney Monahan responded:

- If the city does not adopt regulations the community has worked through the past couple of years, the city will be required to utilize the model standards which are more flexible for the development community. There are less regulations, less opportunity where the city could regulate how and where middle housing would be located in the community.

- If Council does not set regulations for middle housing, they will be set for them.

- Oregon land use been evolving. The requirement was to create an opportunity for development. The legislature recognizes system regulated growth; however, it did not provide for all the types of housing needed for the entire population of the state. More growth will occur and we need to provide for people living here now and who will be moving here.

Councilor Baumgardner stated that very few of her former high school classmates live in West Linn because they cannot afford it. The city can get some flexibility and do it in a smart way. Not everyone will want and welcome these families, but if we do it the right way, we can allow affordability and flexibility for people like her classmates and kids so they can afford to live in West Linn too.

Council President Bialostosky is uncomfortable with the state telling us what we have to do with our code. He prefers the city adopts the code presented rather than accept the model code so we have as much local control as we can. This might not lead to affordable housing; however, people want more affordable housing and he hopes it does.

Shannen Knight is in support of both the working group and planning recommendations. The city has zoning for a reason and puts density where infrastructure is, near mass transit. The survey showed the neighborhoods want to stay the same, they do not want giant structures

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dwarfing their single family homes. A developer said to think of the same house they are building now, it will just have two doors and everyone seemed to be okay with that concept. Housing units do not fit the character of the neighborhood. That is why they limited the low density zones, so the neighborhood character remains the same. The developer said any FAR number would be arbitrary as it does not affect their ability to build. Some people do not understand that the state code would change the neighborhoods. The code can be tweaked in the future. Council needs to adopt this code to meet the state requirement and protect the neighborhoods. It does not mean it will actually be built if there is no demand.

Tanner Woody thinks middle housing would be great for the community. If we want business to thrive here, it would be nice to invite and bring people in. If we build structures, it is going to make jobs and bring in more money. It is nice to invite people in and not push them out.

Mayor Walters closed the public hearing.

Deliberations

Councilor Jones referenced the chart on page 2 of the staff memo dated 5/27 for the 6/13 meeting. He understands the Planning Commission recommendations and appreciates them. He is leaning towards the working group recommendation because 1) it allows more flexibility for the development community on if they want to proceed with any of these options to see if it is viable in the community and 2) the most recent staff memo dated 6/10 giving Council a picture of what our neighbors in the south Metro area are doing. Looking at what our neighbors are doing gives him the sense he would like to go with the less restrictive working group recommendations.

Councilor Baumgardner stated the main difference between the Planning Commission's and Working Group's recommendations is the size being allowed on more dense lots.

Councilor Jones stated the primary difference is in the R5 and R4.5 zoning.

Planning Manager Wyss stated the R5 and R4.5 will be considered the medium density lots. The smaller, denser area would have more flexibility with the working group option.

Councilor Jones reminded everyone that the fact that the working group recommendation said no maximum FAR or lot coverage for middle housing, that does not mean someone is going to place a structure that is going to go side to side to side to side structure on top of a lot, the city still has other restrictions in place including setbacks and height requirements.

Planning Manager Wyss said that is correct. The city also has sidewall transitions so there cannot be more than a certain sq.ft of the sidewall facing a neighboring property. The space has to be broken up into planes. It limits the ability to just put a flat roof structure on without different planes on the side of the structure.

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Council President Bialostosky supports the working group recommendation. Other cities around us do not have FAR and are doing fine. The city still has tools to regulate the size of development. The city needs to increase from 8% to 22% middle housing for growth. The city cannot control who owns the middle housing, he hopes working families can purchase these units.

Council President Rory Bialostosky moved to approve First Reading for Ordinance 1736, adopting text amendments to the West Linn Community Development Code Chapters 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 21, 24, 43, 46, 55, 59, and 60 in order to comply with Oregon House Bill 2001 and Oregon Administrative Rules Chapter 660 Division 46 incorporating the working group's recommendation for FAR and detached plex's. Councilor Mary Baumgardner seconded the motion.

Councilor Relyea thinks Council should honor the legislative process. We had a working group who made recommendations to the Planning Commission who are subject matter experts. He feels Council should follow their recommendations.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, and Councilor Todd Jones.
Nays: Councilor Bill Relyea.
The motion carried 4 - 1

Agenda Bill 2022-06-13-04: ORD 1738, Tax Increment Finance District
Tax Increment Financing Information
Deputy City Manager Williams gave the staff report stating this agenda item is a couple of proposed actions by Council to create a tax increment finance (TIF) district in waterfront and the Main Street areas. Back in May, Council reviewed the feasibility study and approved moving forward with the next steps to create a TIF district. The feasibility study showed there is a reasonable chance of this district creating money for infrastructure to support community goals in the waterfront area.

Elaine Howard, consultant, stated the first step is creating an urban renewal agency within the city code. The ordinance Council has in front of them is to create the agency. The way the statute is written, the agency is the first step in preparing an urban renewal plan and taking it out for public review. If Council goes through the process and decide they do not want to adopt the plan, they can leave it in code and not enact the agency or they can rescind the ordinance. This step allows you to proceed with an advisory committee and to consider forming the planned area.

Deputy City Manager Williams stated this is only the beginning of the process. Staff will be talking to people who live in this area and the community about how this works, what the benefits might be, and what some of the concerns might be. TIF can be complicated and we

are lucky to have the state's expert on our team putting this together. Staff is proposing Council adopt the ordinance tonight creating the code authority and appointing a public advisory committee to guide the work. The advisory committee as laid out would have positions for the neighborhood association, Tualatin Valley Fire & Rescue, Planning Commission, Budget Committee, Economic Development Committee, property owners, and Historical Willamette Main Street who will all have a strong say in what is brought to Council for a decision. The main question he has received is, does this change the zoning in the area. No, it does not. The waterfront project and visioning is a separate process. The revenue estimates are based on current zoning and expectations that might happen with the current zoning. If the waterfront project results in code changes down the road, the results of that will be captured by this district. There could be some targeted areas that could see some change over time and if so, we want to be able to capture that to build the infrastructure to make it happen. If there are not any dramatic changes in zoning in the district, there are still infrastructure projects we want to get done. This includes the train, sewer pump station, roads, bike, and pedestrian improvements. All of that would be eligible for the TIF district.

Ms. Howard added that the ordinance establishes blighted areas in the urban area. Blight exists, according to statue, in undeveloped and underdevelopment parcels as is lack of infrastructure to the parcels. The projects in the document indicate deficiencies in the transportation system and utilities in the area and underdevelopment that creates the blight condition.

Public Comment

Jim Edwards supports TIF for economically difficult properties to develop. He was the development director for the Vancouver waterfront and he recommends Council look at their website.

Councilor Baumgardner has observed benefits to cities from TIF. She is worried about the environment and saving space for the riparian area, wetlands, and the wildlife.

Council President Bialostosky stated he is excited about this visionary opportunity for the community. He wants to establish a second TIF district for Highway 43. Rezoning and allowing mixed use and different buildings on that corridor have been discussed. It is an underserved corridor and this would help generate revenue to build public infrastructure and improvements.

Deputy City Manager Williams stated in a lot of ways, the Highway 43 corridor is similar to the waterfront project corridor. It is somewhat underdeveloped or has mixed development. Council has allocated resources doing a plan so this area would make sense for the same consideration. The question was asked if we could make it one district or would it be smarter to make it two districts. Staff would need to do a similar feasibility study on Highway 43. If Council wants to get this one done this year and be able to capture the tax revenue, it makes sense to do as separate district as a second analysis.

Ms. Howard added she looked at acreage percentage and value percentage statutory limitations. If this TIF goes forward, it is only 5.5% of total acreage and 3.9% of total assessed value. You are allowed 25%, so the city has plenty of capacity to do another area.

Council President Rory Bialostosky moved to approve First Reading for Ordinance 1738, relating to amending the West Linn Municipal Code by adding to Chapter 2 Community Advisory Groups, Section 2.098 (1)–(3) creating an Urban Renewal Agency, declaring that blighted areas exist in the City of West Linn, establishing the need for an urban renewal agency in the city, and electing a method for exercising of the power of an urban renewal agency within the city, and set the matter for Second Reading. Councilor Mary Baumgardner seconded the motion.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Council President Rory Bialostosky moved to approve Second Reading for Ordinance 1738, relating to amending the West Linn Municipal Code by adding to Chapter 2 Community Advisory Groups, Section 2.098 (1)–(3) creating an Urban Renewal Agency, declaring that blighted areas exist in the City of West Linn, establishing the need for an urban renewal agency in the city, and electing a method for exercising of the power of an urban renewal agency within the city and adopt the ordinance. Councilor Mary Baumgardner seconded the motion.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Deputy City Manager Williams stated it is an unusual opportunity in West Linn when we find a revenue source that can pay for infrastructure. Staff had suggested a slate of positions for the advisory committee.

Council President Rory Bialostosky moved to have an ad hoc Tax Increment Finance Advisory Committee be created as proposed by staff and that staff work to secure appointments for each position and begin the development of a Tax Increment Financing Plan. Councilor Mary Baumgardner seconded the motion.

Councilor Jones suggested adding the Willamette Falls Landing & Heritage Foundation.

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Council President Rory Bialostosky moved to amend to accept adding a member from the Willamette Falls Landing & Heritage Foundation. Councilor Todd Jones seconded the motion.

Council is concerned with leaving a group out and confirmed with staff that they could add other people at a later date.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Agenda Bill 2022-06-13-05: RES 2022-07, Master Fees & Charges
Master Fees Information
Finance Director Breithaupt gave the staff report stating the Master Fees & Charges are updated every year. She read all the fee changes as stated in the staff report.

In response to Councilor's questions, staff replied:

- The city has a couple of assistance programs. There is the low income assistance program which only 50% (of half) of the utility bill is charged. There is an application process if they meet the income threshold which is 185% of federal poverty levels.
- The city is flexible if people call with an issue, like a water leak, we waive fees.
- There is an emergency assistance program if someone has a hardship. Council has approved $5,000 each year for emergency assistance. The city has provided a lot of emergency assistance this year, which could be writing off the entire bill or a portion of the bill.
- The public records fee changing from $20 to staff + benefits will be an increase. In many positions in the city, we may only be one person deep in the department. One request can monopolize all of the staff members time. Fees can be waived in certain conditions.
- The hourly rate varies by staff and the staff member that will be doing the request. Generally, a factor of 1.5 is used for the benefits so if staff person makes $40/hour, the charge would be approximately $60/hour. The first 30 minutes is free.
- Staff typically informs the person making the request how long it would take and if there would be any cost. If someone submits a large request, we let them know what the amount would be and they would decide if they want to proceed.
- Staff will give an initial estimate, the requester can narrow down search or be more specific as to what they are looking for. Staff can give a second estimate with a clearer idea of what the requester is looking for.
- Staff time is used to pull the identified records. That is less time than getting all documentation and making copies of the records.
- Many records are available in electronic form so obtaining them is easier than in prior years.
- The limit is set by the Secretary of State for fees and this is within those guidelines.
- Under certain conditions, records are provided for free. For instance, if they are necessary for

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transparency to the community. Staff determines if the records have a broader interest.
- Lake Oswego's fee schedule is $25 per 15 minutes so $100 an hour.
- This can be revisited if Council feels the fee is excluding people from their right to seek public records.
- Master Fees are typically done when Council draft's the budget. Council can modify them at any time, they do not have to wait a year to modify.
- The solid waste fee is a franchise fee arrangement, so the parameters are in the agreement. As part of the franchise agreement, the fees can increase annually based on CPI. There is no cap on what they can request, it is just 80% of CPI.
- GIS map printouts increased by about $1.
- Library fines & fees for overdue items went down from $5 to $1 and they removed the replacement cart fee.
- They added under media storage blank CD/DVD $1.
- Color copy went down from 50 to 25 cents per page.
- 3d printing is $3 to $5 per project depending on the material.

City Manager Gabrielatos added there will be a fine increase at the boat ramps that he will work out with staff.

Council President Rory Bialostosky moved to adopt Resolution 2022-07, revising fees and charges as shown in Attachment A and updating the Master Fees and Charges document of the City of West Linn. Councilor Mary Baumgardner seconded the motion.

Councilor Bialostosky is uncomfortable with the increase to the public records fees, Oregon has high fees for public records.

Ayes: Mayor Jules Walters, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: Council President Rory Bialostosky.
The motion carried 4 - 1

Councilor Jones directed staff to let the community know about the increasing fees and let them know the programs the city has to support them.

Agenda Bill 2022-06-13-06: Community Grants
Community Grant Information
Summary
Finance Director Breithaupt gave the staff report highlighting the criteria used, grant requests, and Budget Committee's recommendations as described in the Agenda Bill.

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Council President Rory Bialostosky moved to approve the Community Grant recommendations as proposed by the Budget Committee. Councilor Mary Baumgardner seconded the motion.

Ayes: Mayor Jules Walters, Council President Rory Bialostosky, Councilor Mary Baumgardner, Councilor Todd Jones, and Councilor Bill Relyea.
Nays: None.
The motion carried 5 - 0

Mayor and Council Reports [8:40 pm/10 min]

Reports from Community Advisory Groups
Councilor Baumgardner reminded everyone that the Sustainability Advisory Board educational series is tomorrow night at 7:00 pm, it is reduce, reuse, and recycle.

~~**b. Citizen Advisory Group Appointments**~~

City Manager Report [8:50 pm/5 min]
~~**a. Diversity, Equity, and Inclusion Discussion**~~

City Manager Gabrielatos asked Council to get their availability for an executive session to staff.

City Attorney Report [8:55 pm/5 min]

Project List
Project List
City Attorney Monahan stated the updated project list is posted and they are available to talk about the executive session items.

Adjourn [9:00 pm]
Draft Notes.

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City of West Linn

Agenda Bill 2021-07-11-02

Date Prepared: June 16, 2022

For Meeting Date: June 21, 2022

To: Jules Walters, Mayor
West Linn City Council

From: Morgan Coffie, Public Works Management Analyst

Through: Lance Calvert, PE – Public Works Director/City Engineer *LEC*
Jerry Gabrielatos, City Manager JG

Subject: Athey Creek Infrastructure Improvements Intergovernmental Agreement with West Linn Wilsonville School District

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Purpose
To receive Council approval of proposed cost share agreement with the West Linn Wilsonville School District in order to have the school district's contractor construct desired city funded improvements along Willamette Falls Drive and Dollar Street in coordination with the Athey Creek Middle School construction project.

Question(s) for Council:
Does Council wish to partner with the school district to construct infrastructure improvements beyond what is required of the new middle school construction along Willamette Falls Drive and Dollar Street in order to construct planned improvements in these areas and access cost savings by combining projects and eliminating duplicate construction and overhead costs?

Public Hearing Required:
None required.

Background & Discussion:
Through a voter approved bond measure and city land use hearing approval process, the District is now constructing the new Athey Creek Middle School along Dollar Street and Willamette Falls Drive. This construction includes required off-site transportation and utility improvements along Dollar Street and Willamette Falls Drive as required by city code.

As is typical of all past district school projects, city staff has coordinated with the district on expanding their proposed improvements to include additional improvements around the site to fully build out the impacted adjacent streets and leverage the purchasing/bidding power of the school district project to complete planned city infrastructure improvements in the area. This partnering works to the benefit of both parties by reducing overhead costs, consolidating bids to lower overall costs of improvements, and creating a fully built out planned infrastructure around the new school site. This project also

accommodates the full build out of unimproved right of way along Field's Bridge Park to benefit the park site at no additional expense to the city Parks Fund.

Proposed off-site construction of both the school improvements and city additions includes; an improved road system, bike paths, handicap accessible pedestrian improvements, traffic signage safety enhancements, street lighting, improvements to water lines including enhanced fire protection, sanitary sewer improvements, and storm drainage improvements which will improve water quality at the park and along the Tualatin River. The proposed improvements along Willamette Falls Drive were previously identified in the City's concept plan and Transportation System Plan. In addition, voter's approved impacts to the park consistent with the concept plan and the project detailed engineering plans currently under consideration.

Cost savings for both parties can be achieved by partnering and having the District contract to build the infrastructure. This avoids overhead of both the City and the District use of separate contractors for construction of shared infrastructure, eliminates duplicate mobilization, traffic control, coordination, and other costs while also reducing time of construction impacts to the surrounding properties since all improvements will be built simultaneously.

The Intergovernmental Agreement attached includes detailed project scope and identified cost splits. City staff has thoroughly reviewed all documents to ensure that the district pays for their legally required share of the improvements and that the city will only pay for improvements beyond what is required of the school development. Final outcomes of construction of these improvements will result in street and utility infrastructure that will serve Field's Bridge Park, the new middle school, and the surrounding neighborhood for decades.

Budget Impact: The city's share of the proposed improvements totals $2,072,897.89. This will be split into the appropriate fund in accordance with city and state legal requirements. Funds impacted are the Streets, Water, Environmental Services (Storm), Bike/Ped SDC, and Water SDC funds. Funds are budgeted and available for this planned improvement.

Sustainability Impact:
Supports construction of multimodal facilities providing alternate modes of transportation.

Council Goal/Priority:
Guiding Principal #0: Core Services of West Linn City Government

Council Options:
1. Approve the proposed Intergovernmental Agreement to allow the City to participate in cost sharing for the proposed improvements beyond those required of the Athey Creek Middle School construction.
2. Deny proposed cost share agreement and direct staff to work with school district to further refine the proposed scope of work.

Staff Recommendation:
Approve the proposed Intergovernmental Agreement to allow the City to participate in cost sharing for the proposed improvements beyond those required of the Athey Creek Middle School construction.

Potential Motion:
I move to approve the proposed Intergovernmental Agreement with the West Linn Wilsonville School District to complete improvements to city infrastructure near the new Athey Creek Middle School with the city share totaling $2,072,897.89 and direct the City Manager to sign the attached IGA.

Attachments:

1. Intergovernmental Agreement
2. Link to project details including detailed engineering plans
   https://westlinnoregon.gov/publicworks/athey-creek-middle-school-public-improvements

INTERGOVERNMENTAL AGREEMENT BETWEEN WEST LINN WILSONVILLE SCHOOL DISTRICT AND CITY OF WEST LINN FOR ATHEY CREEK MIDDLE SCHOOL TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS

A. WHEREAS, the City of West Linn ("City"), an Oregon municipal corporation, and the West Linn-Wilsonville School District ("District"), an Oregon school district, are authorized pursuant to ORS 190.003 et seq. to enter into intergovernmental agreements for the performance of any and all functions and activities that a party , or its officers or agencies, have authority to perform; and

B. WHEREAS, City and District are authorized pursuant to ORS 280.150 to "jointly, in such manner as they shall agree upon, construct, acquire, own, equip, operate and maintain facilities which will directly aid each participating governmental unit in performing a duty or duties imposed upon it or aid in exercising a power or powers conferred upon it, and may appropriate money and/or may issue bonds therefor"; and

C. WHEREAS, In the exercise of their respective duties and powers, the City and District have previously planned and conferred regarding the residential growth of the City, now and into the future, and the need to plan for, construct, and operate, among other things, school facilities, and transportation infrastructure facilities to serve the planned school and transportation facilities in coordination with such growth; and

D. WHEREAS, the District plans to construct a new middle school and that the District voters have approved a bond that includes the funds to construct a new Middle School with a scheduled opening in 2023, and with time being of the essence given increasing middle school overcrowding and the necessitating timely construction of the middle school and road improvements; and

E. WHEREAS, the development of this school site will require, in part, as conditions for development approval, the construction of an improved public road system to access the site, improvements to connecting roads serving the site, installation of intersection control measures, extension and/or improvements of water and storm drainage systems; and

F. WHEREAS, due to the location of the school site and the need to extend roadway and utility services to the site, cost savings for both parties can be achieved by the District also contracting to build the infrastructure, in that by avoiding having both the City and the District use separate contractors for construction of shared infrastructure, dual mobilization, coordination, and standby costs can be avoided with the District constructing its school site, and the District should be able to achieve better cost proposals if it also contracts the construction of the infrastructure required to service the site and provided for herein; and

G. WHEREAS, to the extent the infrastructure that is required for the District to provide to develop and serve the site also involves extra capacity to serve subsequent development, then the District is entitled to reimbursement by such development or by the City, as the case may be; and

H. WHEREAS, the terms "costs for construction" or "infrastructure costs" for streets and/or water, storm drainage, and associated facilities used herein shall be intended to include both soft costs such as design, engineering, permitting, inspection, and management of construction, legal, bonding, and like costs, and hard costs such as the material, labor, contingency, overhead, and like costs, except as may otherwise be set forth; and

I. WHEREAS, the District has conferred with the City and duly reviewed the aforementioned conditions recited above, and finds it has the authority to proceed in mutual aid of cooperatively advancing the development of education of its District's children through well planned and funded schools and safe routes to schools, transportation facilities for use by its school age population, and the necessity of having adequate and timely infrastructure facilities provided to serve schools and public facilities, and that such cooperative agreement can be prudently structured for funding appropriation to aid each participating government entity in carrying out its duties and powers and to advance the public's interest;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the undersigned parties jointly and respectively agree as follows:

The recitals above are included herein as findings in support of the respective parties' authority pursuant to ORS 190.003 et seq. and ORS 280.150.

1. Athey Creek Middle School Site.

1.1 Site Location and Description. The proposed site is approximately 22 acres, is of sufficient size to accommodate a middle school, parking, bus service, playgrounds, and associated facilities. The site is located adjacent to City residential areas and more particularly described in **Exhibit A,** attached hereto and incorporated by reference herein.

1.2 Streets Accessing the Site. The school site will be accessed by proposed public streets connecting to the proposed Brandon Place and existing Dollar Street. A map generally depicting the site location and the access streets and intersections is marked as **Exhibit A,** attached hereto and incorporated by reference herein.

2. Street Infrastructure.

2.1 Local Streets. Public streets to serve the Middle School site must meet City street standards for Residential Streets, with the District responsible for design and construction of the streets required to service the school site, as determined by the City.

2.2 District as Developer; Estimated Costs. The parties agree that as a first-in developer, the District would be responsible for implementing design and construction of the aforementioned street improvements. The City's code dictates the existing streets, except those in new subdivisions or newly constructed, will require reconstruction to support urban level traffic volumes. Therefore, the City and District have agreed to share in the design and construction costs of the required street improvements and related utility improvements, as outlined in **Exhibit B**. The general areas of improvements that are the sole financial responsibility of District are shown in red on **Exhibit A** (District Improvements)**.** The general area of improvements that are subject to City reimbursement are shown in blue on **Exhibit A** (City Improvements). District shall complete all public improvements, including City Improvements, in accordance with the applicable City's standards for construction. District and City agree that the scope of public improvements to be completed is in accordance with the drawings by KPFF dated May 26, 2022, sheet numbers 1-153, and subject to mutually agreed change orders as described in this agreement. District shall follow and comply in all material respects with all applicable local and state laws, including but not limited any applicable requirement that state law may place on the District to pay prevailing wages, for construction of the improvements covered by this Agreement.

3. Land Use Approvals.

3.1 The District and City have worked cooperatively to determine the necessary land use development approvals to be obtained and submitted. The City has expeditiously reviewed the submittals for completeness and made its recommendations accordingly to the respective approval bodies. The District shall obtain the necessary land use approvals and permits to develop the middle school and construct the City Improvements prior to the commencement of construction of the City Improvements.

4. Reimbursement by City.

4.1 District shall submit reimbursement requests to the City for reimbursement of work completed on the improvements generally designated as the financial responsibility of City on **Exhibit A** (City Improvements). The term "work completed" includes discrete tasks or construction activities as they are specifically identified on **Exhibit B**. The pay requests must contain an itemized accounting (using **Exhibit B**) and invoice specific to the particular identified City Improvement, and must be reviewed and approved by the City prior to reimbursement. Reimbursement is limited to the items identified on **Exhibit B** from the sources identified on **Exhibit B,** and change orders subject to the terms of section 4.3 of this agreement.

4.2 The City shall provide remuneration for work completed on the City Improvements in the form of payments with a total value not to exceed Two Million Seventy Two Thousand Eight Hundred Ninety Seven Dollars and Eighty Eight Cents ($2,072,897.88) as set forth on **Exhibit B**. All payments under this paragraph shall be provided on a reimbursement basis, subject to review and approval of pay requests submitted by District. District may submit pay requests for reimbursement no more than once per month. District shall not include in any reimbursement request any amount that District has not paid to its professional or contractor. District shall submit supporting documentation, invoice or payment application, to the reasonable satisfaction of City. City will issue reimbursement payments to District within 31-days of pay request approval. City will approve or reject pay requests within 15-days of receipt from District of all required documentation. Reimbursement for City Improvements is subject to City inspection and approval of the work subject to reimbursement.

4.3 If there are change orders involving the City Improvements, such change orders shall be subject to the following procedures:

4.3.1 If the total cost of the change orders is less than $25,000, District will inform the City of the details regarding the need and cost. District may authorize change order(s) without the City's approval and may submit invoices for change order work completed consistent with Section 4.2, above. The $25,000 limit means change orders that, in the aggregate during the construction of the City Improvements, increase the total costs by less than $25,000.

4.3.2 Once the aggregate limit of $25,000 is met, the process under this subsection 4.3.2 will be used. For change orders that are $2,500 or less, District will negotiate the change order and will inform the City of the details regarding the need and cost. For change orders that are more $2,500, District will contact the City to discuss the need and cost and obtain the City's written approval for the change order.

4.3.3 The City shall not unreasonably withhold, condition or delay its approval of any change orders reasonably required by District. No construction work of either the District or the City Improvements will be halted. It is expected that the City will respond within a 24-hour period of contact to minimize

construction delay costs. If the parties fail to agree on a change order as specified above, then such matter shall be resolved pursuant to Section 6, below.

4.3.4 The District is informed that change orders (in total) may not exceed 125% of the original amount set forth above without approval of the City Council. 4.4 All City obligations pursuant to this Agreement which require the expenditure of funds are contingent upon appropriations by the City as part of the local budget process. Nothing in this Agreement implies an obligation on the City to appropriate any such monies. City represents to District that $2,005,634.56 is currently appropriated for the City Improvements.

4.4.1 The City shall notify the District within 72 hours of actual knowledge if moneys appropriated by the City are anticipated to or do fall below the City's outstanding obligations under this agreement. If moneys appropriated by the City fall below the City's outstanding obligations under this agreement, the District may cease all work related to City Improvements until the moneys appropriated by the City match or exceed the City's outstanding obligations under this agreement. The City may increase the funds appropriated, or the City's outstanding obligations may be reduced to match change orders as may be authorized by Section 4.3 above. The City shall be solely responsible for providing direction to the District regarding a reduction of the City Improvements to reduce the City's obligations under this section of the agreement. Reasonable costs incurred by the District to address change orders resulting from changes in the scope of the City's improvements or fluctuations in appropriated moneys shall be included in each such change order. Approval of City-initiated change orders under this section of the agreement shall not be unreasonably withheld.

5. Miscellaneous.

5.1 Further Assurances. Each party shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, in good faith, to carry out the intent of the parties hereto. This paragraph does not affect City's duties in approving and issuing land use approvals and permits, which shall remain solely at the discretion of City.

5.2 Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

5.3 Burden and Benefit; Assignment. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

5.4 No Continuing Waiver. The waiver by either party of any breach of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

5.5 Applicable Law. This Agreement shall be interpreted under the laws of the State of Oregon.

5.6 Time of Essence. Time is expressly declared to be the essence of this Agreement.

5.7 Notices: All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be scanned to PDF format and emailed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such party shall have last designated by notice

to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by email, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: Lance Calvert, P.E.
Public Works Director/City Engineer
City of West Linn
22500 Salamo Rd.
West Linn, OR 97068
lcalvert@westlinnoregon.gov

To District: West Linn-Wilsonville School District
Remo Douglas
2755 SW Borland Road
Tualatin, OR 97062
douglasr@wlwv.k12.or.us

5.8 Rights Cumulative. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of those conferred by law.

5.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

5.10 No Third Party Beneficiaries. None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

6. Dispute Resolution

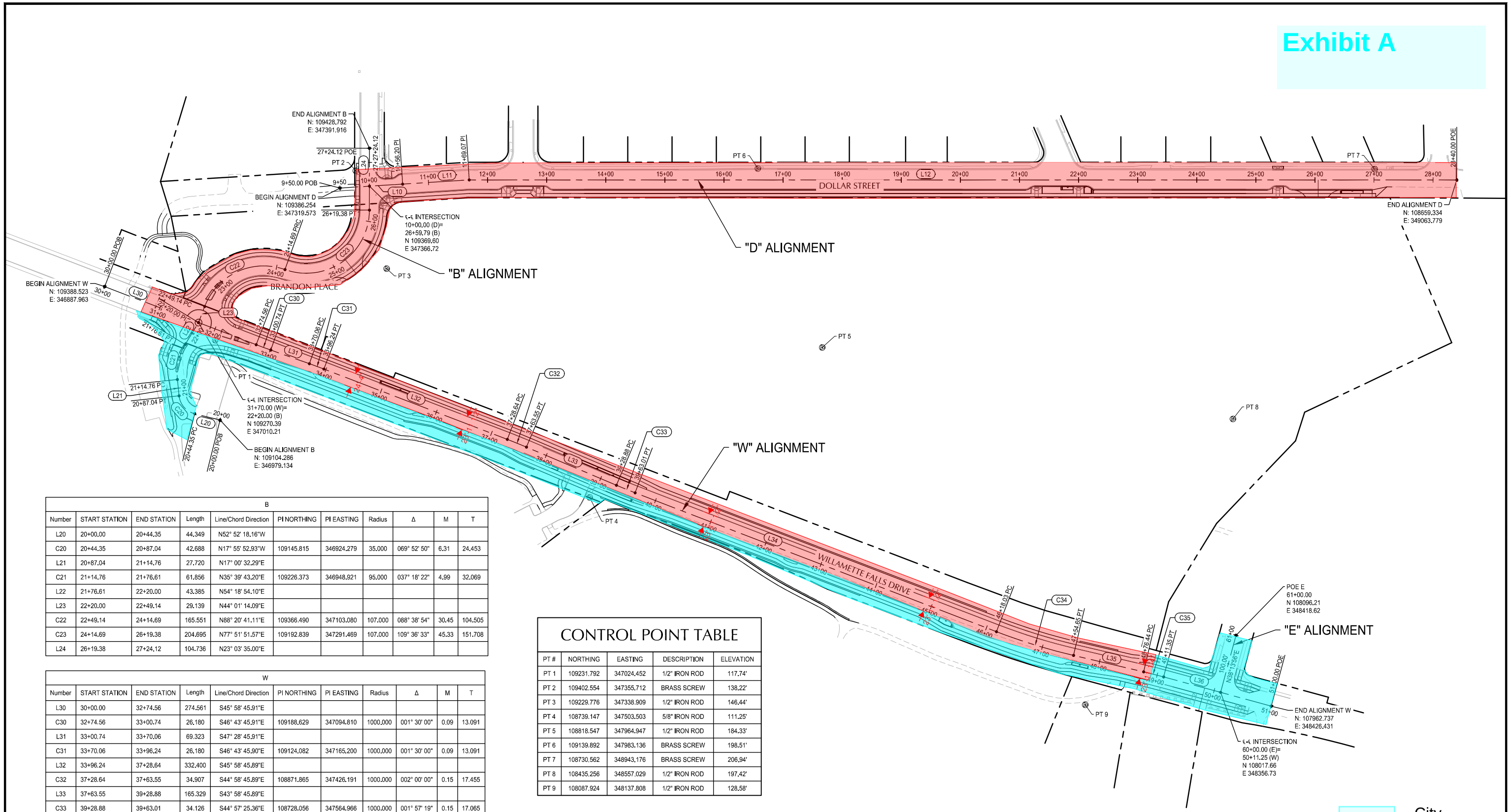
6.1 Mediation. All disputes arising out of this Agreement, save and except for acquisition of property subject to eminent domain, shall first be submitted to mediation. Either party desiring mediation shall provide the other party with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute. The parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. The costs of the mediation shall be equally shared by the parties. In the event a written settlement agreement is not executed by the parties, in the parties' sole discretion, within sixty (60) days from the date of the Request to Mediate, or such longer time frame as may be agreed upon in writing by the parties, then either party may make demand for arbitration pursuant to the following paragraph.

6.2 Arbitration. Any dispute arising under this Agreement, save and except for acquisition of property subject to eminent domain, and which is not resolved through mediation, may be submitted by either party to binding arbitration conducted in Portland, Oregon before a single arbitrator selected by mutual agreement of the parties. The costs of the arbitration shall be equally shared between the parties. Judgment upon the arbitrator's award may be entered in any court having jurisdiction of the matter.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of this_____day of _____,2022

WEST LINN WILSONVILLE SCHOOL DISTRICT	CITY OF WEST LINN
By:	By:
Its:	Its:

Exhibit A



B										
Number	START STATION	END STATION	Length	Line/Chord Direction	PI NORTHING	PI EASTING	Radius	Δ	M	T
L20	20+00.00	20+44.35	44.349	N52° 52' 18.16"W						
C20	20+44.35	20+87.04	42.688	N17° 55' 52.93"W	109145.815	346924.279	35.000	069° 52' 50"	6.31	24.453
L21	20+87.04	21+14.76	27.720	N17° 00' 32.29"E						
C21	21+14.76	21+76.61	61.856	N35° 39' 43.20"E	109226.373	346948.921	95.000	037° 18' 22"	4.99	32.069
L22	21+76.61	22+20.00	43.385	N54° 18' 54.10"E						
L23	22+20.00	22+49.14	29.139	N44° 01' 14.09"E						
C22	22+49.14	24+14.69	165.551	N88° 20' 41.11"E	109366.490	347103.080	107.000	088° 38' 54"	30.45	104.505
C23	24+14.69	26+19.38	204.695	N77° 51' 51.57"E	109192.839	347291.469	107.000	109° 36' 33"	45.33	151.708
L24	26+19.38	27+24.12	104.736	N23° 03' 35.00"E						

W										
Number	START STATION	END STATION	Length	Line/Chord Direction	PI NORTHING	PI EASTING	Radius	Δ	M	T
L30	30+00.00	32+74.56	274.561	S45° 58' 45.91"E						
C30	32+74.56	33+00.74	26.180	S46° 43' 45.91"E	109188.629	347094.810	1000.000	001° 30' 00"	0.09	13.091
L31	33+00.74	33+70.06	69.323	S47° 28' 45.91"E						
C31	33+70.06	33+96.24	26.180	S46° 43' 45.90"E	109124.082	347165.200	1000.000	001° 30' 00"	0.09	13.091
L32	33+96.24	37+28.64	332.400	S45° 58' 45.89"E						
C32	37+28.64	37+63.55	34.907	S44° 58' 45.89"E	108871.865	347426.191	1000.000	002° 00' 00"	0.15	17.455
L33	37+63.55	39+28.88	165.329	S43° 58' 45.89"E						
C33	39+28.88	39+63.01	34.126	S44° 57' 25.36"E	108728.056	347564.966	1000.000	001° 57' 19"	0.15	17.065
L34	39+63.01	46+18.03	655.024	S45° 56' 04.83"E						
C34	46+18.03	47+54.65	136.616	S49° 50' 55.36"E	108213.052	348097.053	999.933	007° 49' 41"	2.33	68.415
L35	47+54.65	48+76.44	121.794	S53° 45' 45.89"E						
C35	48+76.44	49+11.35	34.907	S52° 45' 45.89"E	108090.296	348264.550	1000.000	002° 00' 00"	0.15	17.455
L36	49+11.35	51+00.00	188.654	S51° 45' 45.89"E						

CONTROL POINT TABLE

PT #	NORTHING	EASTING	DESCRIPTION	ELEVATION
PT 1	109231.792	347024.452	1/2" IRON ROD	117.74'
PT 2	109402.554	347355.712	BRASS SCREW	138.22'
PT 3	109229.776	347338.909	1/2" IRON ROD	146.44'
PT 4	108739.147	347503.503	5/8" IRON ROD	111.25'
PT 5	108818.547	347964.947	1/2" IRON ROD	184.33'
PT 6	109139.892	347983.136	BRASS SCREW	198.51'
PT 7	108730.562	348943.176	BRASS SCREW	206.94'
PT 8	108435.256	348557.029	1/2" IRON ROD	197.42'
PT 9	108087.924	348137.808	1/2" IRON ROD	128.58'

D										
Number	START STATION	END STATION	Length	Line/Chord Direction	PI NORTHING	PI EASTING	Radius	Δ	M	T
L10	9+50.00	10+56.20	106.197	S70° 32' 42.07"E						
L11	10+56.20	11+69.07	112.874	S70° 32' 42.07"E						
L12	11+69.07	28+40.00	1670.929	S66° 57' 36.40"E						

REVISION	DATE	DESCRIPTION
H	2021-11-19	ADDENDUM 04

SCALE 1 INCH = 80 FEET
80 0 80 160

kpff
111 SW Fifth Ave., Suite 2600
Portland, OR 97204
O: 503.542.3860
F: 503.224.4681
www.kpff.com

REGISTERED PROFESSIONAL ENGINEER 13,727 OREGON JULY 16, 1987 MARK B. WHARRY
DIGITALLY SIGNED 11/18/2021 4:53 PM
EXPIRES 6/30/2022

JOB No.:	2000067
DESIGNED BY:	LB/TK/MM/JG/NP
DRAWN BY:	SB/RC
CHECKED BY:	DP/CV
PLOT DATE:	11/18/21 3:47pm
PLOTTED BY:	RCadua
DWG NAME:	2000067-C0.05-HC.dwg
TAB NAME:	C0.04

West Linn, OR 97068

NEW ATHEY CREEK MIDDLE SCHOOL
PUBLIC IMPROVEMENT PLANS

HORIZONTAL CONTROL PLAN

SHEET NO.
C0.04
SHEET 5 OF 155
RECORD NO.
2000067-5

File: N:\cip\2020\2000067-Dollar-Street-MS\CAD\PLOT\PUBLIC\2000067-C0.05-HC.dwg TAB:C0.04
Plotted: 11/18/21 at 3:47pm By: RCadua
22x34

EXHIBIT B

West Linn - Wilsonville School District
2019 Capital Bond Program
New Middle School Right-of-Way Improvements Cost Breakdown

			Allocation		Cost	
#	Description	Value	District	City	District	City
General/Soft Costs						
1	Mobilization	$ 25,489.33	70%	30%	$ 17,730.53	$ 7,758.80
2	Supervision	$ 64,300.80	70%	30%	$ 44,728.03	$ 19,572.77
3	Bond	$ 55,449.75	70%	30%	$ 38,571.19	$ 16,878.56
4	Insurance	$ 52,324.20	70%	30%	$ 36,397.04	$ 15,927.17
5	Project Management	$ 107,833.43	70%	30%	$ 75,009.60	$ 32,823.83
6	Design	$ 577,695.56	70%	30%	$ 401,848.58	$ 175,846.98
7	Traffic Engineer	$ 6,450.26	70%	30%	$ 4,486.84	$ 1,963.42
8	Estimating	$ 8,890.65	70%	30%	$ 6,184.39	$ 2,706.26
9	Geotechnical	$ 20,050.00	70%	30%	$ 13,946.90	$ 6,103.10
10	Arborist	$ -	70%	30%	$ -	$ -
11	Constructability	$ 4,668.90	70%	30%	$ 3,247.71	$ 1,421.18
12	Land Use	$ -	70%	30%	$ -	$ -
13	Survey	$ 11,485.00	70%	30%	$ 7,989.04	$ 3,495.96
14	Testing and Inspection	$ 5,776.95	70%	30%	$ 4,018.48	$ 1,758.47
15	Wetland Consultant	$ -	70%	30%	$ -	$ -
16	Environmental	$ -	70%	30%	$ -	$ -
17	Public Works Permits (6%)	$ 343,419.02	70%	30%	$ 238,884.38	$ 104,534.64
Streets/Trails						
Brandon Place Alignment - B						
18	South	$ 386,832.43	0%	100%	$ -	$ 386,832.43
19	Center	$ 296,305.43	100%	0%	$ 296,305.43	$ -
20	North	$ 297,537.43	100%	0%	$ 297,537.43	$ -
Willamette Falls Drive Alignment -W						
21	West, North Side	$ 459,747.43	100%	0%	$ 459,747.43	$ -
22	West, South Side	$ 534,459.43	50%	50%	$ 267,229.72	$ 267,229.72
23	East	$ 215,168.43	0%	100%	$ -	$ 215,168.43
Epperly Way Alignment - E						
24	Section	$ 141,198.14	0%	100%	$ -	$ 141,198.14
Dollar Street Alignment - D						
25	North Side	$ 222,242.14	50%	50%	$ 111,121.07	$ 111,121.07
26	South Side	$ 289,995.14	100%	0%	$ 289,995.14	$ -
27	Brandon-Bridge Path	$ 40,589.00	100%	0%	$ 40,589.00	$ -
28	Fields Park Path	$ 30,415.00	50%	50%	$ 15,207.50	$ 15,207.50
Storm Improvements						
29	CI-A South and D-A Pipe	$ 20,100.00	100%	0%	$ 20,100.00	$ -
30	CI-A North and Connections	$ 20,100.00	100%	0%	$ 20,100.00	$ -
31	CI-B and D-B Pipe	$ 20,100.00	100%	0%	$ 20,100.00	$ -
32	CI-C and D-C Pipe	$ 20,100.00	100%	0%	$ 20,100.00	$ -
33	OV-D1 to MH-07	$ 187,643.00	100%	0%	$ 187,643.00	$ -
34	CI-10 and 30LF Pipe	$ 20,100.00	0%	100%	$ -	$ 20,100.00
35	CI-11 to FTMH-17 and 57 LF Pipe	$ 20,100.00	0%	100%	$ -	$ 20,100.00
36	CI-13 to CI-03 and 21 LF Pipe	$ 20,100.00	100%	0%	$ 20,100.00	$ -
37	CI-WFD-S0 and 20 LF Pipe	$ 30,100.00	100%	0%	$ 30,100.00	$ -
38	CI-WFD-N0 and 20 LF Pipe	$ 30,100.00	100%	0%	$ 30,100.00	$ -
39	FTMH-08 to WQMH-01 to Outfall	$ 155,158.00	100%	0%	$ 155,158.00	$ -
40	CI-14 and 14 LF Pipe	$ 20,100.00	100%	0%	$ 20,100.00	$ -
41	CI-12 and 12 LF Pipe	$ 20,100.00	100%	0%	$ 20,100.00	$ -
42	CI-02 to CI-01 and 8 LF Pipe	$ 20,100.00	100%	0%	$ 20,100.00	$ -

43	CI-04 to WQMH-02 to Outfall	$ 161,952.00	100%	0%	$ 161,952.00	$ -
44	CO-01 to MH-04	$ 30,100.00	100%	0%	$ 30,100.00	$ -
45	CO-06 to OF-02	$ 173,668.00	100%	0%	$ 173,668.00	$ -
46	CI-WFD-01 to SFCB-WFD-01 and 9 LF Pipe	$ 30,100.00	0%	100%	$ -	$ 30,100.00
47	OV-WFD-N1 and 23 LF Pipe	$ 30,100.00	100%	0%	$ 30,100.00	$ -
48	FTMH-01 to FTMH-07	$ 355,556.00	100%	0%	$ 355,556.00	$ -
49	CO-02A to CO-02B and 24 LF Pipe	$ 14,600.00	100%	0%	$ 14,600.00	$ -
50	CI-WFD-2A to OV-WFD-S2A and 5 LF Pipe	$ 30,100.00	0%	100%	$ -	$ 30,100.00
51	CI-WFD-2B to OV-WFD-S2B and 5 LF Pipe	$ 30,100.00	0%	100%	$ -	$ 30,100.00
52	OV-WFD-N2A to OV-WFD-N2B and 26 LF Pipe	$ 30,100.00	100%	0%	$ 30,100.00	$ -
53	CO-03 to MH-15	$ 14,600.00	100%	0%	$ 14,600.00	$ -
54	MH-08 to OF-03	$ 15,600.00	100%	0%	$ 15,600.00	$ -
55	CB-01 to SFCB-WFD-N3 and 15 LF Pipe	$ 30,100.00	100%	0%	$ 30,100.00	$ -
56	CI-WFD-3 to SFCB-WFD-S3 and 5 LF Pipe	$ 30,100.00	0%	100%	$ -	$ 30,100.00
57	CO-10, associated drainage, to OF-05	$ 23,600.00	50%	50%	$ 11,800.00	$ 11,800.00
58	CO-04 to MH-10	$ 14,600.00	100%	0%	$ 14,600.00	$ -
59	SFCB-WFD-N4 and 15 LF Pipe	$ 30,100.00	100%	0%	$ 30,100.00	$ -
60	CI-WFD-4 to OV-WFD-S4 and 11 LF Pipe	$ 255,100.00	0%	100%	$ -	$ 255,100.00
61	CO-05 to MH-12	$ 14,600.00	100%	0%	$ 14,600.00	$ -
62	SFCB-WFD-N5 and 14 LF Pipe	$ 30,100.00	100%	0%	$ 30,100.00	$ -
63	CI-WFD-5 to OV-WFD-S5 and 10 LF Pipe	$ 30,100.00	0%	100%	$ -	$ 30,100.00
64	FTMH-16 to MH-17	$ 23,600.00	100%	0%	$ 23,600.00	$ -
65	STRC-334 and 6 LF Pipe	$ 9,600.00	100%	0%	$ 9,600.00	$ -
66	CO-08 and associated wall drainage	$ 9,600.00	100%	0%	$ 9,600.00	$ -
Water Improvements						
Dollar Street						
67	Dollar Street	$ 151,072.00	100%	0%	$ 151,072.00	$ -
Brandon Place						
68	Brandon Place	$ 94,103.10	80%	20%	$ 75,282.48	$ 18,820.62
Willamette Falls Drive						
69	Willamette Falls Drive	$ 344,644.18	80%	20%	$ 275,715.34	$ 68,928.84

Project Total	**$ 6,809,920.13**	**70%**	**30%**	**$ 4,737,022.25**	**$ 2,072,897.89**

New Middle School Public Improvements Cost Breakdown Summary Table

Responsible Party	**District**	**City**	**Total**
Direct Cost of Work	$ 3,843,979.54	$1,682,106.74	$5,526,086.28
General Costs	$ 137,426.79	$60,137.29	$197,564.08
Soft Costs	$ 516,731.54	$226,119.21	$742,850.75
Public Works Permit	$ 238,884.38	$104,534.64	$343,419.02
Total Cost Split	**$ 4,737,022.25**	**$2,072,897.88**	**$6,809,920.13**
Percentage of Total Cost Split	**70%**	**30%**	**100%**

Athey Creek Improvements IGA

City Council Meeting – July 11, 2022

Athey Creek Improvements IGA

Before City Council is the intergovernmental agreement with the WLWV school district that will allow the district's contractor to complete improvements in the area beyond what is legally required of the new school. The city will pay the district for this work and the district will pay the contractor per the agreement.

This IGA is NOT:

- A vote for or against the school.
  - The school construction and associated street improvements were already approved in the land use decision and subsequent appeals.
- A vote for or against the roundabout.
  - The roundabout construction was also approved in the land use decision and will proceed regardless of the approval of this IGA.

Athey Creek Improvements IGA

What actually IS included in this IGA:

- Upsizing the water line in Willamette Falls Drive to meet fire flow master plan requirements.
- Storm water improvements along Fields Bridge Park to capture and treat storm water runoff before discharge to the river.
- Handicap accessible sidewalks along Willamette Falls Drive on the Fields Bridge Park frontage from the Tualatin River Bridge to Epperly with a new safe pedestrian crossing at Epperly. All consistent with the PC and Council adopted WFD Concept Plan.
- Separated safe bike lane along Willamette Falls Drive along the Fields Bridge Park frontage so kids and adults can safely bike to the park. All consistent with the PC and Council adopted WFD Concept Plan.
- Parking along the frontage of Fields Bridge Park where appropriate to supplement existing park parking. All consistent with the PC and Council adopted WFD Concept Plan.
- Grading improvements along the park face (with no impact to baseball or other active uses in the park) along with removal of significant amounts of weeds and invasive blackberries replaced with native vegetation.
- Regrading/repaving the west entrance to the park at the paver parking lot to better match the roundabout and provide sidewalk and bike facilities that don't currently exist. All consistent with the PC and Council adopted WFD Concept Plan.
- Resurfacing the north few feet of Dollar Street outside the limits of the school project and replacing existing sidewalk ramps along the north side of Dollar with new handicap accessible ramps that meet current ADA standards.
- **Saving limited <u>city</u> taxpayer and utility ratepayer funds by combining efforts with the district to deliver the planned improvements.**

Athey Creek Improvements IGA

Formal Public Outreach throughout the process:

Willamette Falls Drive Concept Plan

- 5/13/2019 Council hired consultant to develop concept plan
- 8/08/2019 Public Open House held for concept plan
- 9/23/2020 Concept Plan presented to public at Transportation Advisory Board (TAB) meeting
- 1/27/2021 Concept Plan with public input revisions again presented at TAB meeting

Willamette Falls Drive Concept Plan Legislative Adoption Process

- 4/21/2021 PC Work Session
- 5/05/2021 PC Work Session
- 5/26/2022 Public Hearing Notice sent to 122 adjacent property owners as requested by PC
- 5/27/2022 Measure 56 Notice sent to 31 property owners as required by ORS 227.186
- 5/27/2021 Public Hearing Notice sent to all NAs, TAB, HRB, West Linn Chamber of Commerce
- 5/27/2021 Public Hearing Notice sent to ODOT, TriMet, Metro, Clackamas County
- 6/02/2021 Public Hearing Notice published in West Linn Tidings
- 6/16/2021 PC Public Hearing (11 written public comments, 6 oral public comments)
- 6/24/2021 TAB public meeting to review and recommend to City Council (CC)
- 7/06/2021 CC Work Session
- 7/12/2021 CC Public Hearing (8 written public comments, 3 oral public comments)
- 8/02/2021 WFD Concept Plan formally adopted by CC

Athey Creek Improvements IGA

Formal Public Outreach throughout the process:

Athey Creek Middle School Conditional Use Permit (**where roundabout and associated street improvements were included**)

- 6/17/2021 PC Public Hearing Notice sent to all property owners within 500 feet (174 total)
- 6/17/2021 PC Public Hearing Notice sent to ODOT, Metro, TriMet, Clackamas County, DSL, USACOE, Stafford-Tualatin CPO, Lake Oswego, ODF&W
- 6/17/2021 PC Public Hearing Notice sent to all 11 NAs
- 6/23/2021 PC Public Hearing Notice published in West Linn Tidings
- 6/24/2021 PC Public Hearing Notice signs placed on WLWV SD property
- 7/07/2021 PC Public Hearing (26 written public comments, 7 oral public comments)
- 9/14/2021 CC Public Hearing Notice sent to all property owners within 500 feet (174 total)
- 9/14/2021 CC Public Hearing Notice sent to all parties of record
- 9/14/2021 CC Public Hearing Notice sent to ODOT, Metro, TriMet, Clackamas County, DSL, USACOE, Stafford-Tualatin CPO, Lake Oswego, ODF&W
- 9/14/2021 CC Public Hearing Notice sent to all 11 NAs
- 9/22/2021 CC Public Hearing Notice published in West Linn Tidings
- 9/24/2021 CC Public Hearing Notice signs placed on WLWV SD property
- 10/4/2021 CC Public Hearing (85 written public comments, 22 oral public comments)

Additional Public Outreach throughout the process:

- 17 Public TAB meetings since start of the WFD Concept Plan work with public comments accepted at all meetings.
- 6/22/2022 TAB meeting with roundabouts specifically on the agenda (0 public comments).
- Multiple and ongoing staff outreach to interested groups including presentations to neighborhood associations and discussions with interested individuals.

Athey Creek Improvements IGA

Questions and Answers:

- Why not wait to approve IGA after completion of additional required permits for park improvements?
  - Remaining permits would not be required if IGA isn't approved. Once IGA is approved, additional permits will be acquired. This allows the contractor to work on parts of the IGA (like basic utilities) while final permitting is completed.
- Staff promised additional public review of the proposed roundabout after adoption of the WFD Concept Plan, what happened?
  - Additional public review was held for the proposed roundabout during the Athey Creek Middle School land use process (see prior slide for public input). This process included formal review by technical consultants as well as public input. Further public input is still being accepted for decorative elements of the roundabout until final completion/construction as PART OF THE SCHOOL site permit, NOT part of this IGA.
- Why was city staff working with the school on permits, engineering, and design of the building and surrounding facilities?
  - This is standard practice for ALL cities in the state of Oregon. City staff makes themselves available to both developers (in this case the school district) and concerned citizens. Staff is available to meet with citizens on any capital project at no additional charge to the citizen. Staff charges the developers (including the district) for staff time spent on pending developments.
- But costs are not finalized and the project is still subject to revision?
  - All costs are final and included in the IGA based on the scope identified in the project plans and bids received from the district's contractor. Any revisions or cost changes would be based on requests from the City to alter plans/construction or if unforeseeable circumstances might exist (example: subsurface hard rock discovered that needed excavation). This is standard language for such IGA's used successfully in the past on prior projects.

Athey Creek Improvements IGA

Questions and Answers:

- The city doesn't have standards for roundabouts?
  - Like most cities in the state of Oregon, particularly ones the size of West Linn, our city Public Works standards default to state and federal guidance on details of roundabout design due to the complexity of their design. Professional traffic consultants licensed to practice in the state are utilized to design these facilities (just like traffic signals) and the city further hires additional licensed professionals to review and double check the work of the original designers. This is typical in the Portland Metro area.
- What about the failure of the Ostman/WFD intersection to meet city transportation standards?
  - That intersection is not part of this planned IGA or current improvement. That location will require additional review when it is improved and/or reviewed in the future.
- What about future tolling?
  - Tolling and toll mitigation is an ongoing process that will need to address impacts to this facility. Not the other way around.
- What about safety and emergency vehicles needs?
  - The improvements included in the IGA are the safest options available for the corridor and greatly improve safety for all users above the current condition. All planned improvements accommodate all emergency vehicles and have been reviewed by all emergency service providers.

Athey Creek Improvements IGA

Questions and Answers:

- Isn't Brandon Place supposed to be blocked for emergency use only at Dollar Street?
  - This is not part of the IGA, but part of the school district project requirements conditioned by the Plan Commission. The school project includes a road closure at Brandon Place/Dollar Street for emergency use only that meets city requirements. School parent drop off and pick up along with public parking will be from the roundabout at WFD to the school driveway/parking lot driveway on Brandon Place.
- The statements in the IGA about the need for this school and associated improvements don't match my personal opinion about the school, can't these be changed?
  - All statements in the IGA have been vetted by the city and district staff and attorneys. Any statements regarding the school needs are approved by the school district, not the city, just like any statements about the city are approved by the city, not the district.
- I didn't agree with construction of this school, if the IGA isn't approved will the school not be built?
  - The school will be built regardless of Council approval of this IGA. This IGA is not about the school or associated school improvements on the streets INCLUDING the roundabout. If the IGA isn't approved, the city will not proceed with construction of bike and pedestrian improvements along Fields Bridge park and will not make paving or handicap accessible sidewalk improvements along the north side of Dollar Street. The school and roundabout will proceed as approved in the prior school land use decision.
- How can the public be involved going forward if the IGA is approved?
  - City staff is available to meet with any member of the public to review concerns and answer questions. City staff is also scheduled to attend upcoming meetings of the Willamette NA and public Transportation Advisory Board meetings. Input is always welcome until final construction is complete.

City of West Linn

Agenda Bill 2022-07-11-03

Date: June 30, 2022

To: Jules Walters, Mayor
Members, West Linn City Council

From: Elissa Preston, Human Resources Director *EP*

Through: Jerry Gabrielatos, City Manager JG

Subject: Authorization of collective bargaining agreement with police union

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Purpose
Authorizing a four (4) year collective bargaining agreement between the City of West Linn and members of the Clackamas County Peace Officers Association (CCPOA).

Question(s) for Council:
Does the City Council wish to approve a four-year collective bargaining agreement with the union members of CCPOA?

Public Hearing Required:
None required.

Background & Discussion:
In the past the City Council has authorized a collective bargaining agreement between the City of West Linn and the Clackamas County Peace Officers Association (CCPOA), representing the City's police officers.

The City Council created a community Police Oversight and Accountability Taskforce in 2020 and 2021 to make recommendations to the Council regarding police reform, policies, and collective bargaining with the Police Association.

The City Council held two public listening sessions in April of 2021 to increase community engagement and transparency, to inform the public about the collective bargaining process, and to listen to community concerns and obtain feedback regarding police services to ensure the collective bargaining agreement best meets the needs and priorities of the community.

The City and CCPOA agreed to alternating, publicly open and closed sessions. Open sessions were held virtually as necessitated by the COVID-19 pandemic. All bargaining sessions were attended by a member of City Council as a confidential viewer.

The focus points of the negotiation were to establish a policy for body-worn cameras and other police reform related policy updates. The City also wanted to create a permanent body for review of complaints about police officers. The Review and Recommend Group that has been proposed will allow for community members to review complaints, investigations, and outcomes. The city also desired to improve the complaint resolution policy.

The negotiations with CCPOA also were meant to address compensation in a way that supports recruitment and retention of officers. The city, and the country, has seen record lows in police recruitment in the last two years. West Linn has struggled to fill vacancies, and trained officers have found other employment in larger agencies that provide more opportunities. It is imperative that West Linn maintain a competitive compensation package and offers incentives to accept a position with the City, and stay longer. The Budget Impact discussion below details the compensation package.

The City's management team engaged in negotiations with members of the CCPOA negotiating team to define terms of a successor agreement from February 2021 to May 2022. The CCPOA members voted to ratify the contract in June 2022. Staff is requesting authorization to bind the City to a four-year term agreement, retroactive to July 1, 2021. We are one year into the terms of the four-year contract.

Budget Impact:
The parties tentatively agreed to the following Cost of Living Adjustment (COLA) rates for the four years of the contract: FY22 – 2%, FY23 – 5.5%, FY24 – 4%, FY25 2-4% depending on CPI. The CPI index agreed upon is CPI-W for Urban Wage Earners and Clerical Workers for Western Cities – B/C.

To address recruitment, retention and the various new policies desired by the community and city, the parties also tentatively agreed to the following: holiday pay to recognize Juneteenth, market adjustments for a couple of non-sworn officers, a one-time $3,500 retention bonus, 2% longevity pay for 7+ year employees, vacation accrual increases for lesser tenured employees, and removing the recruit level pay to begin new hires at step 1 level of officer pay. Officers will also no longer be required to pass probation to start receiving incentive pay for their college education. At retirement from West Linn, with 10 years of service with the WLPD, officers may convert ½ of their sick time to their HRA-Veba account.

The City previously budgeted for 2.5% COLA in years FY22-FY23, as there was no foretelling that inflation would increase so high. The City will have to make budget adjustments in the next biennium and use American Rescue Plan funds to cover the cost. For the known COLAs of FY22-24, the budget impact is $313,000 over budget. FY25 is to be determined by CPI at that time.

Council Options:

1. Approve the tentatively agreed collective bargaining agreement and police policies with CCPOA.
2. Do not approve.

Staff Recommendation:
It is recommended by the City's appointed bargaining team to approve Resolution 2022-09 thereby authorizing the City to enter into four-year (FY22-FY25) collective bargaining agreement between the City of West Linn and the CCPOA

Potential Motion:
Move to approve the signing of the proposed four-year collective bargaining agreement with CCPOA.

Attachments:

1. Tentatively Agreed Upon Polices and Collective Bargaining Agreement in legislative format
2. Wage Scales for FY22, FY23, FY24
3. Resolution 2022-09

1020 Personnel Complaint Procedure SS 5-23-22

1060 draft Speech 5-23-22 5 pm

WL Policy XXXX IA and Discipline revised 5-23-22

WLinn CCPOA Legislative TA draft 6-6-22

WLPD BWC 5-23-22 Version III 5pm

Working Draft ~~8-13-21~~
~~revised 1-3-21~~
revised for 5-23-22: Mediation

POLICY 1020 PERSONNEL COMPLAINTS ~~PROCEDURE~~

1020.1 PURPOSE AND SCOPE

This policy identifies the process ~~The purpose of this procedure is to provide guidelines~~ for reporting, ~~investigation~~ and disposition of complaints regarding the conduct of employees and volunteers ~~members~~ of this Department ~~(i.e. employees and reserve officers~~.

~~This policy describes the safeguards that apply when a member is under investigation concerning a matter that may lead to disciplinary sanctions or dismissal, and when the member will be interviewed regarding the matter. This policy is also meant to ensure that any disciplinary action taken against a member occurs with just cause, to the extent required by an applicable collective bargaining agreement or ORS 236.350 to 236.370.~~ (*concept moved to new Article on Investigations and Discipline)*

~~This policy does not apply when a supervisor questions a member in the normal course of an informal oral admonishment or when the supervisor has other routine or unplanned contact with a member. Nor does this policy apply to an investigation concerned solely with alleged criminal activities.~~ (*concept moved to new Article on Investigations and Discipline)*

1020.2 PERSONNEL COMPLAINTS

~~1020.1.1~~ ~~CLASSIFYING~~ PERSONNEL COMPLAINTS

A Personnel Complaint is an allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy; rule; federal, state or local law.
~~conduct or improper job performance against any department employee that, if true, would constitute a violation of department policy, federal, state or local law.~~

1020.3 Source of Complaints

~~1020.2.2 SOURCE OF COMPLAINTS~~

(a) An ~~department~~ employee who becomes aware of alleged misconduct shall immediately notify a supervisor, including when under the obligation of the Duty to Intervene as required by policy and law.

~~(b)~~ ~~A supervisor receiving a complaint from any source alleging misconduct of an employee which, if true, could result in disciplinary action, should~~

~~immediately document that complaint and submit it to his/her immediate supervisor.~~

(b) Anonymous complaints and third-party complaints will ~~should~~ be accepted for review and investigated to the extent that sufficient information is provided.

1020.4 Filing of a Complaint:

Complaints may be filed in various ways including in person, by phone or electronically. The City and Department will make available a public complaint process that provides for online submission, including and not limited to a third party hotline or other similar service; by telephone submission, and written submission. Access to making a complaint and information regarding how to file a complaint will be posted on the City website. Written complaint forms will be made available at City Hall and the Police Department.

As provided in Section 1020.3 above, employees who become aware of alleged misconduct from any source shall immediately notify a supervisor, including when under the obligation of the Duty to Intervene as required by policy and law. The supervisor will proceed with reporting the matter to Human Resources.

(editing note: City is working on mechanics and software for electronic receipt of complaints)

1020.5 Receipt of a Complaint:

Any complaint received will be directed to Human Resources, inclusive of the City Manager, for Human Resources to engage in an initial review process.

Any manager or employee who receives a complaint regarding improper conduct of an employee is directed to forward a written version of the complaint to the Human Resources Director and the City Manager. The Human Resources Director or City Manager, as applicable, will coordinate and conduct or delegate the responsibility for review of complaints.

When a personnel complaint form is completed in person, the complainant should legibly write a detailed narrative of their ~~his/her~~ complaint. If circumstances indicate that this is not feasible, the receiving supervisor or City representative should document the complaint based upon information received from the complainant. In an effort to ensure accuracy in any complaint, it is recommended that a recorded statement be obtained from the reporting party. However, a refusal by a party to be recorded shall not alone be grounds to refuse to accept a complaint. ~~In all cases~~, Preferably, the complainant's signature should be obtained at the conclusion of the statement. The complainant should be provided with a copy of their ~~his/her~~ original complaint after submission to Human Resources. (*paragraph from lower text)*

Depending on the urgency and seriousness of the allegations involved, complaints from juveniles should generally be taken only with the juvenile's parents or guardians present and after the parents or guardians have been informed of the circumstances prompting the complaint. (*paragraph from lower text)*

1020.6 Initial Review of a Complaint.

Human Resources, or designee, will initially review complaints for a preliminary determination on how to proceed with the complaint. At the discretion of the City, Human Resources will involve various representatives on behalf of the City to determine next steps of review. Such representatives will include City management and administrators, legal and risk representatives, agents of City participating in any oversight group or Ombudsman as determined by practice.

Complaints reviewed by the Human Resources initial review process will not be further advanced ~~Complaints shall not be prepared~~ unless the alleged misconduct or job performance is of a nature which, if true, could constitute a violation of department policy, or of federal, state or local law, policy, rule or job expectation.

Personnel complaints will be initially evaluated into various categories: ~~shall be classified in one of the following categories:~~

Complaint Inquiry: ~~Informal -~~ A matter in which the complaining party is satisfied that, upon a preliminary explanation provided by the Human Resources initial review process, an appropriate response or an appropriate action, if any, has been taken. The involved employee, being the subject of the complaint, will be notified of the resolution. ~~taken by a department supervisor of rank greater than the accused employee. Informal complaints need not be documented on a personnel complaint form. The responsible supervisor shall have the discretion to handle the complaint in any manner consistent with this policy.~~ Complaints reviewed by the Human Resources initial review process resulting in the placement of the "Complaint Inquiry" category will be labeled and stored separately from other categories of complaints. Retention will be consistent with applicable law. The City may review informal complaint logs on a regular basis and reserves the right to reopen any complaint based on newly discovered information and review of the conduct.

Formal - A matter in which ~~the complaining party requests further investigation or when~~ the Human Resources initial review process ~~a department supervisor~~ determines that further action is warranted because the alleged misconduct or job performance is of a nature which, if true, could constitute a violation of department policy, or of federal, state or local law, policy, rule or job expectation. Complaints reviewed by the Human Resources initial review process resulting in the placement of the "Formal" category will be labeled and stored separately from other categories of complaints. Retention will be consistent with applicable law.

Incomplete - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. The ability to fully review a complaint requires various levels of investigation and fact finding. Complainants are encouraged to fully participate in the investigatory process. Unwillingness of a complainant to participate in an investigation hampers the ability for the City to investigate and sustain allegations of misconduct. Participation includes the ability to maintain continued and timely communication with the agency to provide information as needed. Complaints reviewed by the Human Resources initial review process resulting in the placement of the "Incomplete" category will be labeled and stored separately from other categories of complaints. Retention will be consistent with applicable law.

In the event the complainant is intoxicated to the point where their credibility appears to be unreliable, the initial HR review process may dispose of the complaint with written explanation. Such complaints shall be investigated by an appropriate City representative as assigned by the City. ~~supervisory employee assigned by a Captain or the Chief of Police.~~

. ~~At the discretion of a Captain or the Chief of Police, such matters need not be documented as personnel complaints, but may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.~~

If the initial review determines a formal complaint is present, the matter will be investigated as provided by policy and practice.

~~**1020.2 AVAILABILITY OF COMPLAINT FORMS AND ACCEPTANCE OF COMPLAINTS**~~

~~**1020.2.1 AVAILABILITY OF COMPLAINT FORMS**~~
~~Personnel complaint forms will be maintained in a clearly visible location in the public lobby and through the departmental website.~~

~~**1020.2.2 SOURCE OF COMPLAINTS**~~ *(concepts moved above)*

~~(a) A department employee who becomes aware of alleged misconduct shall immediately notify a supervisor.~~

~~(b) A supervisor receiving a complaint from any source alleging misconduct of an employee which, if true, could result in disciplinary action, should immediately document that complaint and submit it to his/her immediate supervisor.~~

~~(c) Anonymous complaints and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.~~

~~**1020.2.3 ACCEPTANCE OF COMPLAINTS**~~ *(concepts moved above)*

~~A complaint may be filed in person, in writing, or by telephoning the Department. Although it is not required, every effort should be made to have the complainant appear in person. The following should be considered before taking a complaint:~~

~~(a) Complaints shall not be prepared unless the alleged misconduct or job performance is of a nature which, if true, would normally result in disciplinary action.~~

~~(b) A complaint need not be taken when the complainant is satisfied with the explanation, given by an uninvolved supervisor or the Shift Supervisor, of the department policy or the procedures governing the incident and agrees that no further action is required.~~

~~(c) When the complainant is intoxicated to the point where his/her credibility appears to be unreliable. Identifying information should be obtained and the person should be provided with a personnel complaint form.~~

~~(d) Depending on the urgency and seriousness of the allegations involved, complaints from juveniles should generally be taken only with the juvenile's parents or guardians present and after the parents or guardians have been informed of the circumstances prompting the complaint.~~

~~1020.2.4 COMPLAINT DOCUMENTATION~~ (*concept incorporated above*)
~~Formal Complaints of alleged misconduct shall be documented by a supervisor on a personnel complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.~~

~~When a personnel complaint form is completed in person, the complainant should legibly write a detailed narrative of his/her complaint. If circumstances indicate that this is not feasible, the receiving supervisor should document the complaint based upon information received from the complainant. In an effort to ensure accuracy in any complaint, it is recommended that a recorded statement be obtained from the reporting party. However, a refusal by a party to be recorded shall not alone be grounds to refuse to accept a complaint. In all cases, the complainant's signature should be obtained at the conclusion of the statement. The complainant should be provided with a copy of his/her original complaint.~~

1020.7 ~~1020.3~~ SUPERVISOR RESPONSIBILITY
Notwithstanding procedurally reporting a complaint, a police department supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation. ~~Supervisors shall also maintain the ability to engage an employee in the normal course of duty, counseling, instruction, informal verbal admonishment or other routine or unplanned contact.~~

For complaints brought to the attention of the police department, ~~in general~~, the initial responsibility for receiving ~~handling of~~ a personnel complaint is with ~~shall rest with~~ the member's immediate supervisor, or another supervisory employee if the immediate supervisor is not available. The supervisor shall be responsible for the following:

(a) Ensure that a personnel complaint form has been completed as fully as possible.

(b) Obtain names, addresses and telephone numbers of additional witnesses, if possible.

(c) Photographs should be taken of any injuries alleged by the complainant, as well as accessible areas of non-injury, in addition to ensuring that immediate medical attention has been provided.

(d) Ensure that a Captain is notified of the complaint as soon as practicable, or the Chief of Police if a Captain is not available.

(e) If the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to a Captain, or the Chief of Police if a Captain is not available.

(f) The supervisor will complete the written complaint and provide notice to Human Resources, as provided by practice.

1020.8 Investigation of Formal Complaint

If the initial review determines a formal complaint is present, the matter will be investigated as provided by policy and practice. See also Policy XXXX for internal investigations.

1020.9 DISPOSITION OF COMPLAINTS *(concepts from former 1020.7)*

~~**1020.7 DISPOSITION OF PERSONNEL COMPLAINTS**~~

Each allegation will ~~shall~~ be classified with one of the following dispositions:

~~Unfounded - When the investigation discloses that the alleged act(s) did not occur or did not involve department personnel. Complaints that are determined to be frivolous will fall within the classification of unfounded.~~

Exonerated - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper, or that the alleged facts did not occur or did not involve department members. This disposition may also be used in limited circumstances with the approval of the Chief of Police where the conduct is within policy, however the policy needs to be revised to address the concern.

~~Policy issue - When everything in the complaint is determined to be accurate, including the officer's actions, but the issue appears to require a modification of policy the finding for the officer should be exonerated. The need for potential policy modification shall be immediately directed to the Chief of Police for action.~~

Not sustained with explanation - When the investigation discloses that there is insufficient evidence to sustain the complaint. ~~or fully exonerates the employee~~.

Sustained - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

~~Policy issue - When everything in the complaint is determined to be accurate, including the officer's actions, but the issue appears to require a modification of policy the finding for the officer should be exonerated. The need for potential policy modification shall be immediately directed to the Chief of Police for action.~~

~~If an investigation discloses misconduct or improper job performance which was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.~~ (*concept moved to new policy on IAs)*

Upon final disposition of a formal complaint, the complainant and officer will be notified, of the resolution of the complaint.

1020.10 ANNUAL REVIEW OF PERSONNEL COMPLAINTS

During the 1st quarter of each calendar year, Human Resources, with the assistance of the Police Department, will provide to the City Manager an annual report of personnel complaints from the preceding year. The report will focus on complaint trends as well as training needs and necessary needed policy changes, including the case number, the nature of the complaint, and the disposition. A copy of the report will shall be maintained with each year's completed complaint file. Specific detail, including items such as officer names, case numbers and location of occurrence, is not needed for this purpose and therefore will not be part of this process.

1020.11: Recusal from Review of Investigation or Oversight. *(from Department of Interior Policy):* (OIR #10)

A. Personnel complaints may arise from many sources and involve various community members. In the event a personnel complaint involves a person directly involved with the procedural review, investigation, and potential disposition of a complaint, the employee or City representative (oversight person, ombudsman, etc) should consider the following:

- A recusal is appropriate when a conflict of interest exists between an employee's job duties and financial interests (including interests in future employment) or certain business or personal relationships or outside activities.

- Recuse from a matter in order to avoid a conflict of interest or the appearance of a conflict of interest.
- Be responsible for knowing when recusals are required, but they do not need to make this determination alone. Employees should seek the advice of an agency ethics official when considering whether recusal is appropriate.
- Document the recusals in writing. Although recusals do not need to be in writing in order to be valid, as a general principle, a written recusal helps clarify the scope of the recusal both for the employee and those who need to be aware of the recusal. Once a person recognizes the need to recuse themselves from participating in a particular matter to which they may be involved, they should notify the person who assigned the matter. If the person is responsible for their own assignments, the person should take whatever steps are necessary to ensure that they do not participate in the matter.

B. Recusals are required in several specific situations:

  - When an person's position would cause them to work on a matter that will have a direct and predictable effect on their own financial interests or the financial interests of an entity whose interests are imputed to the employee;
  - When an employee is working on a particular matter involving specific parties, a reasonable person with knowledge of the relevant facts would question the employee's impartiality, and either (1) the matter is likely to have a direct and predictable effect on the financial interests of the employee's household, or (2) the employee knows that a person with whom they have a “covered relationship” is or represents a party to the matter;
  - When a person has an arrangement concerning prospective employment;

(The followings sections are either incorporated in concept above or moved to New Policy: XXXX: Internal Investigations and Disciplinary Actions):

~~1020.3.1 INVESTIGATION OF DISCRIMINATION AND HARASSMENT COMPLAINTS~~

~~When the nature of an alleged complaint relates to harassment or discrimination on the basis of sexual, racial, ethnic, or other legally protected status, the supervisory employee receiving notice of the complaint shall ensure that the Human Resources Department is promptly contacted for consultation regarding the handling and investigation of the complaint. The procedures stated in this policy need not be followed in these situations, except to the extent required by an applicable collective bargaining agreement or ORS 236.350 to 236.370.~~

~~1020.4 ASSIGNMENT TO ADMINISTRATIVE LEAVE~~

~~When a complaint of misconduct is of a serious nature or when the circumstances reasonably dictate an undue risk for the Department, the employee, other employees or the public, a supervisor may assign the accused employee to inactive duty pending completion of the investigation or the filing of administrative charges.~~

~~1020.4.1 ADMINISTRATIVE LEAVE~~

~~An member placed on administrative leave may be subject to the following guidelines:~~

~~(a) The member may continue to receive regular pay and benefits, pending the imposition of any discipline, at the Department's discretion or as required by law or an applicable collective bargaining agreement.~~

~~(b) An member may be required by a supervisor to relinquish any badge, department identification, assigned weapon(s) and any other department equipment.~~

~~(c) An employee may be ordered to refrain from taking any action as a department employee or in an official capacity. The employee shall be required to continue to comply with all policies and lawful orders of a supervisor.~~

~~(d) An employee may be temporarily reassigned to a different shift (generally normal business hours) during the pendency of the investigation. The employee may be required to remain available for contact at all times during such shift and report as ordered.~~

~~1020.5 ALLEGATIONS OF CRIMINAL CONDUCT~~

~~When an employee of this department is accused of potential criminal conduct, a separate supervisor or detective, or at the discretion of the Chief of Police an outside agency may be assigned to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation may parallel a criminal investigation.~~

~~The Chief of Police shall be notified as soon as practical when an employee is formally accused of criminal conduct. In the event of serious criminal allegations, the Chief of Police or a Captain may request a criminal investigation by an outside law enforcement agency.~~

~~An employee accused of criminal conduct shall retain all of the rights and privileges afforded a civilian. The employee may not be administratively ordered to provide any information to a criminal detective.~~

~~1020.6 ADMINISTRATIVE INVESTIGATION OF COMPLAINT~~

~~Except as necessary to gain a general overview and sufficient facts of an incident to assess the necessity of an inquiry or in order to obtain pertinent public safety information, a public safety officer, as defined in ORS 236.350, shall not be required to answer questions until he/she has been told of the facts and the nature of the investigation in a manner that is reasonably sufficient to inform the officer of the circumstances surrounding the allegations. This requirement does not apply to preliminary questions directed at gaining a general overview of events in order to assess whether an inquiry is necessary and to effectively investigate and gather evidence. Pursuant to ORS 236.370, this section also does not apply to public safety officers who are supervisory employees or probationary employees.~~

~~The person assigned to investigate the allegations shall abide by the investigation safeguards and procedures in an applicable collective bargaining agreement, or as required by ORS 236.250 to 236.370.~~

~~1020.6.1 ADMINISTRATIVE SEARCHES moved~~

~~An employee of this department may be administratively ordered to submit to a blood, breath or urine test for alcohol and drugs as provided in Policy 1012 of this Manual, or an applicable collective bargaining agreement.~~

~~The results of tests compelled by the Department shall be restricted to the administrative investigation.~~

~~A member may be compelled to disclose personal financial information pursuant to proper legal process, if such information tends to indicate a conflict of interest with official duties or if the member is assigned to, or being considered for, a special assignment with a potential for bribes.~~

~~Members shall have no expectation of privacy in or when using offices, desks, lockers, vehicles, telephones, computers, radios or other communications provided by the Department.~~

~~Assigned lockers, offices, desks, vehicles, storage spaces, or any departmental issued equipment are the property of the employer and may be administratively searched by a supervisor for work-related purposes (e.g. obtaining a needed report or radio).~~

~~All other non-assigned areas (shared desks, common office space, shared vehicles may be administratively searched by a supervisor for non-investigative purposes.~~

~~An investigative search of such areas shall only be conducted with the approval of a Captain or Chief of Police or authorized designee upon a reasonable suspicion that official misconduct is involved.~~

~~1020.6.2 ADMINISTRATIVE INVESTIGATION FORMAT~~

~~Investigative findings of personnel complaints shall be detailed, complete and essentially follow this format:~~

~~Introduction - Include the identity of the employee(s), the identity of the assigned investigator(s), the initial date and source of the complaint.~~

~~Summary - Provide a very brief summary of the facts giving rise to the investigation.~~

~~Summary of allegations - List the allegations separately (including applicable policy sections) with a very brief summary of the evidence relevant to each allegation.~~

~~Evidence as to each allegation - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of employee and witness statements. Other evidence related to each allegation should also be detailed in this section.~~

~~Conclusion - A recommendation regarding further action or disposition should be provided.~~

~~Exhibits - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.~~

~~1020.6.3 STEPS PRIOR TO DISCIPLINARY ACTION~~

~~Disciplinary action may not be taken against any member without just cause, to the extent required in an applicable collective bargaining agreement, or by ORS 236.350 to 236.570. Additionally: (a) The investigation report shall be forwarded for review and assignment to an appropriate decision- maker as provided in Policy 340, Section 340.5.1; and (b) Before any disciplinary action greater than oral reprimand is taken, the decision maker shall follow the procedure in Policy 340, Section 340.5.2.~~

~~1020.6.4 REOPENING AN INVESTIGATION~~

~~An investigation may be reopened prior to a final disciplinary decision, as provided in an applicable collective bargaining agreement or ORS 236.360(7).~~

~~1020.6.5 INAPPLICABILITY OF CERTAIN SAFEGUARDS~~

~~All investigations of personnel complaints shall be considered confidential. The contents of such files shall not revealed to anyone other than the involved member or authorized Department personnel, or as required by law (e.g. Oregon Public Records Law, lawful subpoena, etc.).~~

~~In the event that an accused member, or bargaining representative of the member, makes a false representation regarding an internal investigation, and such false representations are communicated to any media source, the Department may disclose sufficient information to refute such false representations.~~

~~Disciplinary action resulting from sustained complaints shall be maintained by the City's Human Resources Department. Complaints and any investigative reports shall be maintained by The City of West Linn Human Resources Department, apart from the member's personnel file.~~

~~1020.7 DISPOSITION OF PERSONNEL COMPLAINTS~~

~~Each allegation shall be classified with one of the following dispositions:~~

~~Unfounded - When the investigation discloses that the alleged act(s) did not occur or did not involve department personnel. Complaints that are determined to be frivolous will fall within the classification of unfounded.~~

~~Exonerated - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.~~

~~Not sustained - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the employee.~~

~~Sustained - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.~~

~~Policy issue - When everything in the complaint is determined to be accurate, including the officer's actions, but the issue appears to require a modification of policy the finding for the officer should be exonerated. The need for potential policy modification shall be immediately directed to the Chief of Police for action.~~

~~If an investigation discloses misconduct or improper job performance which was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.~~

~~1020.8 COMPLETION OF INVESTIGATIONS~~

~~Upon completion of an investigation, the report should be forwarded through the chain of command to the Chief of Police.~~

~~Once received, the Chief of Police may accept or modify the classification and recommendation for disciplinary action contained in the report.~~

~~Any complaining party who is not satisfied with the findings of the Department may contact the Chief of Police or his designee, to discuss the matter further.~~

Working Draft 5-23-22/Mediation

Policy 1060

revised 5 pm

Employee Speech, Expression and Social Media/Networking

1060.1 PURPOSE AND SCOPE

Consistent with [HB 2936], this policy is intended to address issues associated with employee speech and expression in and outside the course and scope of employment, including the use of social networking sites and to provide guidelines for the regulation and balancing of employee speech and expression with the needs of the Department.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen regarding a matter of public concern, unless the interest of the City in promoting the efficiency of the public services it performs through its employees outweighs the interests of the employee, as a citizen, in commenting upon matters of a public concern. ~~unless the Department's needs and interests outweigh the employee's individual rights~~ (see Section 1060.2 and 1060.4 below). Also, this policy is not intended to restrict an employee from participating in the lawful activities of a labor organization under ORS 243.622 ~~including acting as an authorized member of a recognized bargaining unit or officer associations, about matters of public concern, such as misconduct or corruption~~. *(bargaining note: Language from Pickering)*

Employees are encouraged to consult with their Captain or Chief of Police ~~supervisor~~ regarding any questions arising from the application or potential application of this policy.

1060.1.1 APPLICABILITY
This policy applies to all forms of communication made by an employee, whether on or off duty, including, but not limited to, film, video, print media, public or private speech, use of all Internet services, including the World Wide Web, electronic mail (email), file transfer, remote computer access, news services, social networking, social media, text ~~instant~~ messaging, blogs, forums, video and other file-sharing sites.

1060.2 POLICY

Law enforcement employees hold a unique position in our community and must demonstrate principles of equity, transparency, honesty and trust with all members of society. Therefore, ~~Public employees occupy a trusted position in the community, and thus~~, their statements have the potential to contravene the policies and performance of this department. Due to the nature of the work and influence associated with the law enforcement profession, it is necessary that employees of this department be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the West Linn Police Department will carefully balance the individual employee's rights against the Departments needs and interests when exercising a reasonable degree of control over its employees speech and expression.

1060.3 SAFETY

Employees should consider carefully the implications of their speech including ~~or~~ any form of expression when using the Internet. Speech and expression that may negatively affect the safety of the West Linn Police Department employees, such as posting personal information in a public forum, can result in compromising an employees home address or family ties. Employees should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any employee, an employees family or associates.

Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing a photograph and name or address of an officer who is working undercover.
- Disclosing the address of a fellow officer.
- Otherwise disclosing where another officer can be located off-duty.
- Posting discriminatory or inflammatory comments that would be reasonably expected to make the employee or other members of the Department the target of retaliation. *(City withdraws word "tend to")*

1060.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT

To meet the departments safety, performance and public-trust needs, the following speech or expression, including social media/networking activity, on or off-duty, is prohibited, irrespective of the employee's subjective intent: ~~unless the speech is otherwise protected (for example, an employee speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or officer associations, on a matter of public concern):~~

(a) Speech or expression that the employee knew or reasonably should have known would be reasonably expected ~~made pursuant to an official duty that tends~~ to compromise or damage the mission, function, reputation or professionalism of the West Linn Police Department or its employees. *(City withdraws word "tend to")*

~~(b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the West Linn Police Department and tends to compromise or damage the mission, function, reputation or professionalism of the West Linn Police Department or its employees.~~

(c) Speech or expression that the employee knew or reasonably should have known would be reasonably expected ~~tend~~ to negatively ~~could reasonably be foreseen as having a negative~~ impact the credibility of the employee as a witness, or the public trust in the employee or the Department. For example, posting statements or expressions to a website that glorify or endorse dishonesty, violence, bias, unlawful discrimination or illegal behavior.

(d) Speech or expression that the employee knew or reasonably should have known would be reasonably expected ~~tend~~ to negatively ~~of any form that could reasonably be foreseen as having a negative~~ impact the safety of other employees of the Department. (See examples under Section 1060.3 above. ~~For example, a statement on a blog that provides specific details as to how and when prisoner transportations are made could reasonably be foreseen as potentially jeopardizing employees by informing criminals of details that could facilitate an escape or attempted escape.~~

(e) Speech or expression that the employee knew or reasonably should have known is contrary to the canons of the Law Enforcement Code of Ethics as adopted by the West Linn Police Department.

(f) Posting or showing approval of internet or social media content that would reasonably be viewed as participating in a racist organization or displaying messages or symbols of racism or racial supremacy.

~~(f) Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the Department for financial or personal gain, or any disclosure of such materials without the express authorization of the Chief of Police or the authorized designee (or any other act that would constitute a misuse of public information in violation of ORS 162.425).~~

(g) Posting, transmitting or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies the West Linn Police Department on any personal or social networking or other website or web page, without the express authorization of the Chief of Police.

~~(h) Accessing websites for non-authorized purposes, or use of any personal communication device, game device or media device, whether personally or department-owned, for personal purposes while on-duty, except in the following circumstances:~~

~~When brief personal communications may be warranted by the circumstances (e.g., inform family of extended hours).~~

During authorized breaks; such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

Consistent with ORS 181A.681 employees have a duty to intervene and report discrimination against a person based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability or age. (revised for 3-23-22)

Upon discovery, employees must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any personal web page, social media/networking account or website maintained or used by the employee.

1060.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

~~While employees are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit or officer associations~~, Employees may not represent the West Linn Police Department or identify themselves in any way that could be reasonably perceived as representing the West Linn Police Department in order to do any of the following, unless specifically authorized by the Chief of Police:

(a) Endorse, support, oppose or criticize ~~contradict~~ any political campaign or initiative.

(b) Endorse, support, oppose or criticize ~~contradict~~ any social issue, cause or religion.

(c) Endorse, support or oppose any product, service, company or other commercial entity.

(d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website.

Additionally, when it can reasonably be construed that an employee, acting in his/her individual capacity or through an outside group or organization (e.g. bargaining group), is affiliated with this department, the employee shall give a specific disclaiming statement that any such speech or expression is not representative of the West Linn Police Department.

A notice of restrictions on political activities by employees while on work time will be posted and maintained by the Department in a place that is conspicuous to all employees as required by law (ORS 260.432).

Employees retain their right to vote as they choose and, except as otherwise prohibited by this policy, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized bargaining unit or officer associations, on political subjects and candidates at all times while off- duty. However, employees may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Employees are also prohibited from directly or indirectly using their official authority to coerce, command or advise another employee to pay, lend or contribute anything of

value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

1060.5 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to e-mails, texts or anything published or maintained through file-sharing software or any Internet site or social media/networking account (e.g., Facebook, MySpace) that is accessed, transmitted, received or reviewed on any department technology system.

The Department reserves the right to access, audit and disclose for whatever reason any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the Department, including the department e- mail system, computer network or any information placed into storage on any department system or device.

This includes records of all key strokes or web-browsing history made at any department computer or over any department network. The fact that access to a database, service or website requires a user name or password will not create an expectation of privacy if it is accessed through department computers or networks.

~~The City reserves the right, pursuant to and consistent with the intent of [HB 2936] to require employees to provide access to their personal social media/networking accounts, web pages or other file-sharing sites.~~ (City withdraws 3-23-22)

1060.6 TRAINING

Subject to available resources, the Department should provide training regarding employee speech and the prohibited use of social media/networking and internet activities to all members of the Department.

Working Draft revised 5-23-22

Mediation

New Policy XXXX

(new policy separates "complaints" from IA process/discipline in Policy 1020)

ADMINISTRATIVE INVESTIGATIONS, CORRECTIVE ACTIONS and DISCIPLINE.

Administrative investigations may arise from the need to review conduct of a department employee for allegations of misconduct, violation of rule or other performance related concerns. An administrative investigation may result in no action, evaluation, counseling or related remedial action, formal disciplinary action or other actions.

This policy describes the safeguards that apply when a member is under investigation concerning a matter that may lead to disciplinary sanctions or dismissal, and when the member will be interviewed regarding the matter. This policy is also meant to ensure that any disciplinary action taken against a member occurs with just cause, to the extent required by an applicable collective bargaining agreement or ORS 236.350 to 236.370.– (*from old 1020)*

This policy does not apply when a supervisor questions a member in the normal course of an informal oral admonishment or when the supervisor has other routine or unplanned contact with a member. Nor does this policy apply to an investigation concerned solely with alleged criminal activities. (*from old 1020)*

This policy applies to all employees of the police department, but does not impose any contractual right or individual employment agreement, unless otherwise covered by a collective bargaining agreement or independent employment contract authorized by the City manager. Employees not represented by a collective bargaining agreement or independent employment contract are considered “at-will” and employment may be terminated with or without cause subject to applicable law. The City is not precluded from following the concepts of these policies at its discretion for "at-will" employees. This policy does not apply to volunteers. Volunteers serve at the pleasure of the City and may be excused from service at the sole discretion of the City.

For employees covered by a collective bargaining agreement, any procedural rights or due process rights within the respective CBA supersede this policy.

The City retains all rights to modify this policy subject to any other legal obligations. (ie: statutory requirements, PECBA, etc).

The City maintains the exclusive right to conduct administrative investigations using City personal or outside investigators as agents for the City. The City maintains the right to impose disciplinary sanctions at its discretion, and acknowledges due process and grievance rights afforded by this policy or respective collective bargaining agreement.

This policy is intended for internal use only and will not be construed to increase or establish an employee's civil or criminal liability. Nor will it be construed to create or establish a higher standard of safety or care. A violation of any portion of this policy may only serve as the basis for internal administrative action.

Counseling and Discipline: The administration of counseling or formal discipline are ~~is~~ generally expected to be progressive in nature, with relatively minor violations of rules resulting in counseling or similar for first offenders. Counseling is not considered formal disciplinary actions. Repetitive similar violations, or more serious violations, would generally result in progressively more serious forms of discipline being administered. Counseling is not required before imposing formal disciplinary actions dependent on the seriousness of the conduct and factual circumstances of each incident. For employees represented by a collective bargaining agreement, the terms of the agreement supersede this policy.

Nothing in this policy is intended to preclude the administration of more serious forms of discipline, including termination, for a first offense if the seriousness of the offense warrants it.

x.1 DEFINITIONS

Counseling: Counseling are a less formal measure to provide notice of violation of policy or wrongdoing as well as to provide remedial methods to assist employees. They can include documented counseling, work improvement plans, evaluations, and similar documents indicating corrective action. Counseling are generally placed in an employee's supervisory file and not placed in an employee's personnel file, and they may be maintained in City records for purposes of notice of rule or civil liability purposes consistent with retention laws.

Disciplinary action – A formal action imposed upon an employee by the West Linn Police Department to admonish and punish the employee, including written reprimand, temporary pay reductions or suspension without pay, demotion and dismissal or as defined by applicable law or collective bargaining agreement.

Employee - Any employee of the West Linn Police Department with a property interest in employment at the West Linn Police Department.

Just cause:

For employees covered by a collective bargaining agreement, the agreement applies, including that for sworn officers, the definition of just cause for all formal disciplinary actions imposed is subject to Oregon statute as provided by ORS 243.808, ORS 236.350(2) and as applicable.

The just cause definition does not apply to "at-will" employees.

For those employees covered by an individual employment agreement, the definition defers to the individual employment agreement, and if not otherwise defined, defers to ORS 235.350(2).

x.2 ASSIGNMENT TO ADMINISTRATIVE LEAVE *(formerly 1020.4)*

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the Department; or may create an undue risk for the Department, the employee, other employees or the public; or may jeopardize the integrity of the investigation, the Chief of Police or the authorized designee may temporarily assign an accused employee to administrative leave.

(old 1020.4: When a complaint of misconduct is of a serious nature or when the circumstances reasonably dictate an undue risk for the Department, the employee, other employees or the public, a supervisor may assign the accused employee to inactive duty pending completion of the investigation or the filing of administrative charges.)

x.3 ADMINISTRATIVE LEAVE (*formerly 1020.4.1*)

An member placed on administrative leave may be subject to the following guidelines:

(a) The member may continue to receive regular pay and benefits, pending the imposition of any discipline, at the Department's discretion or as required by law or an applicable collective bargaining agreement.

(b) An member may be required by a supervisor to relinquish any badge, department identification, assigned weapon(s) and any other department equipment.

(c) An employee may be ordered to refrain from taking any action as a department employee or in an official capacity. The employee shall be required to continue to comply with all policies and lawful orders of a supervisor. An employee is

precluded from engaging in other forms of employment during assigned hours while on paid administrative leave.

(d) An employee may be temporarily reassigned to a different shift (generally normal business hours) during the pendency of the investigation. The employee may be required to remain available for contact at all times during such shift and report as ordered.

x.4 ALLEGATIONS OF CRIMINAL CONDUCT (*formerly 1020.5*)

When an employee of this department is accused of potential criminal conduct, ~~a separate supervisor or detective, or at the discretion of the Chief of Police~~ an outside agency may be assigned to investigate the criminal allegations apart from any administrative investigation. ~~Any separate~~ Administrative investigation may parallel a criminal investigation.

The Chief of Police shall be notified as soon as practical when an employee is formally accused of criminal conduct. In the event of serious criminal allegations, the Chief of Police or a Captain will ~~may~~ request a criminal investigation by an outside law enforcement agency.

x.5 ADMINISTRATIVE INVESTIGATIONS *(akin to former 1020.6)*

When a formal complaint leads to a formal internal investigation, the follow applies:

Investigation of a formal personnel complaint will be conducted by Human Resources consistent with Policy 1020. Upon determination of next steps, and investigation will be assigned to an investigator by Human Resources or designee, in consultation with Human Resources. Internal investigations, if performed by a Department member, will be conducted by a supervisor of higher rank than the subject employee with review by Human Resources. (*OIR recommendation)*

For formal complaints with allegations towards the Chief of Police, the City will use an independent third party investigator as directed by Human Resources and upon advise of legal representatives. *(OIR recommendation)*

Internal investigations that parallel pending civil claims will be coordinated with appropriate legal representatives. *(OIR recommendation)*

x.6 ADMINISTRATIVE INVESTIGATION PROCEDURES

1. Administrative investigations for employees covered by a collective bargaining agreement will follow any due process rights or other obligations covered in the respective agreement.

2. (*from old 1020.6*): Except as necessary to gain a general overview and sufficient facts of an incident to assess the necessity of an inquiry or in order to obtain pertinent public safety information, a public safety officer, as defined in ORS 236.350, shall not be required to answer questions until they have been told of the facts and the nature of the investigation in a manner that is reasonably sufficient to inform the officer of the circumstances surrounding the allegations. This requirement does not apply to preliminary questions directed at gaining a general overview of events in order to assess whether an inquiry is necessary and to effectively investigate and gather evidence. Pursuant to ORS 236.370, this section also does not apply to public safety officers who are supervisory employees or probationary employees.

The person assigned to investigate the allegations will abide by the investigation safeguards and procedures in an applicable collective bargaining agreement, or as required by ORS 236.350 to 236.370, and as provided below:

(a) Use of Deadly Force Situations. Employees involved in the use of deadly force will be advised that they may consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel will not unduly delay the giving of the statement.

(b) All interviews are subject to being tape recorded by either the City, employee or Association. Copies of recordings may be obtained by the other party.

x.7 General Format for Administrative Investigations (*formerly 1020.6.2 Administrative Investigation Format)*

Investigative findings of personnel complaints will ~~shall~~ be detailed, complete and essentially follow this format:

Introduction - Include the identity of the employee(s), the identity of the assigned investigator(s), the scope of the investigation, and the initial date and source of the complaint.

Introductory Summary - Provide a very brief introduction of the ~~summary of the~~ facts giving rise to the investigation.

Summary of allegations - List the allegations separately (including applicable policy sections) with a very brief summary of the evidence relevant to each allegation.

Findings of Fact and Evidence as to each allegation - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of employee and witness statements. Other evidence related

to each allegation should also be detailed in this section. In situations involving concerns of credibility of the person investigated witnesses, the investigator should articulate specific concerns and factors used make findings of fact. Findings of facts should be determined using the dispositions as provided by Policy 1020.9 (Exonerated, Not sustained with explanation, Sustained.

Summary Conclusion - Provide a brief summary of the facts and allegations as determined by the investigator. ~~A recommendation regarding further action or disposition should be provided.~~

Exhibits - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

x.8 New Allegations Arising from Current Investigation:

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator will notify Human Resources and take appropriate action, as directed and consistent with policy, with regard to any additional allegations. A new notice of investigation and allegations may be necessary to be given to the employee. In cases where an employee was given an admonishment of expectation of truthfulness, a new allegation of misconduct for untruthfulness does not require revised notice. *(from old 1020)*

x.9 Determination and Imposition of Formal Discipline:

A. Preliminary Determination of Potential Discipline:

Upon receipt of any a completed investigation, the City Manager, Chief of Police, or designee to consider the level of disciplinary sanction will review the investigation findings and materials to develop a preliminary determination of potential discipline. The City is not precluded from involving consultants, members of an oversight review group, or other agents to assist in making recommendations on disciplinary actions. The City Manager, Chief of Police or designee may return an investigation to the assigned investigator for further investigation or action. Once satisfied that no further investigation or action is required by staff, the City Manager, Chief of Police or designee will determine the amount of discipline, if any, to be imposed, subject to any procedural requirements provided in this policy, bargaining agreement or applicable law.

B. Prior to Imposing discipline: The City, or designee, will ensure the following **before** any disciplinary action against an employee is taken:

1) For those employees covered by a collective bargaining agreement, the terms of the agreement will be followed prior to imposition of discipline. In the event an economic

discipline is considered, written notice of opportunity for pre-disciplinary meeting will be provided inclusive of:

(a) Specific charges set forth in separate counts, describing the conduct underlying each count.

(b) A recommendation of proposed discipline for each charge as applicable.

(c) The employee, and union (if applicable), has been provided with or given access to all of the materials considered by the City in recommending the proposed discipline, including the Internal investigation report and exhibits. The City and Association acknowledge that some materials may be subject to a restricted release agreement based on particular circumstances.

(d) For any pre-disciplinary meeting, union represented employees may have a Union representative present on their behalf. The City representative, or designee, having final authority to impose discipline will be present for any pre-disciplinary meeting, unless otherwise mutually agreed with the employee or applicable representative.

2) For those employees covered by an individual employment agreement for an economic discipline or termination for cause.

(a) Notice of allegations: Notification is made to the employee in writing of the charges against the employee and the proposed disciplinary action.

(b) Pre-disciplinary meeting: The employee is given 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.

(3) For those employees who are “at-will” the City is not required or precluded from providing notice of charges or opportunity to present a statement at or before the time of termination.

For any employee, the City may also provide a “name-clearing” hearing if applicable.

(4) Pre-Disciplinary meeting:

The pre-discipline meeting, if offered by policy or otherwise required by law, is intended to provide the accused employee with an opportunity to present a written or oral response to the

City after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The following is considered:

(a) This response is not intended to be an adversarial or formal hearing.

(b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.

(c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for City to consider.

(d) In the event that the City elects to cause further investigation to be conducted, the employee will be provided with the results of such subsequent investigation prior to the imposition of any discipline.

(e) The employee may thereafter have the opportunity to further respond orally or in writing to the City on the limited issue(s) of information raised in any subsequent materials.

(f) Once the employee has completed their response or, if the employee has elected to waive any such response, the City, or designee, will consider all information received in regard to the recommended discipline. The City, or designee will thereafter render a timely written decision to the employee imposing, modifying or rejecting the recommended discipline. In the event of a termination, the final notice of discipline will also inform the employee of the reason(s) for termination and the process to receive any remaining accruals or benefits.

(g) A pre-disciplinary meeting may be postponed upon a showing of good cause by the employee, or exclusive representative, as applicable.

(h) Pre-disciplinary meetings will be audio recorded with a copy provide to the employee/exclusive representative upon request.

(i) A pre-disciplinary meeting will ~~shall~~ be attended by the authority designated to impose disciplinary action.

(5) All formal disciplinary actions imposed upon an employee will be provided in writing to the employee. Electronic mailing or personal/mail delivery are both acceptable.

x.10 DISCIPLINARY ACTION AGAINST PROBATIONARY EMPLOYEES

Probationary employees are "at-will" and can be terminated at the discretion of the City. In the event of termination, when notified, the employee will be granted the opportunity to make a statement. Probationary employees will be provided a written document of termination, inclusive of a statement describing the basis for termination. Probationary employees have no appeal or grievance process for termination during their probationary period.

x.11 CONFIDENTIALITY ~~INAPPLICABILITY OF CERTAIN SAFEGUARDS~~ (formerly 1020.6.5)
All investigations of personnel complaints shall be considered confidential. The contents of such files shall not revealed to anyone other than the involved member or authorized Department personnel, delegated City representative (Ombudsman, oversight member) or as required by law (e.g. Oregon Public Records Law, lawful subpoena, etc.).

In the event that an accused member, or bargaining representative of the member, makes a false representation regarding an internal investigation, and such false representations are communicated to any media source, the Department may disclose sufficient information to refute such false representations.

Disciplinary action resulting from sustained complaints shall be maintained by the City's Human Resources Department. Complaints and any investigative reports shall be maintained by The City of West Linn Human Resources Department, apart from the member's personnel file.

x.12 Disputed Disciplinary Actions.

In the event an employee disputes a disciplinary action imposed, the following limited appeal process applies:

For employees covered by a collective bargaining agreement, the appeal process defers to the grievance procedures of the respective CBA.

For employees covered by an individual employment agreement, the appeal process defers to the agreement.

For employees who are "at-will" there is no formal appeal process.

No other City policy applies for appeal for employees covered by this policy, and this policy supersedes other department policy dated prior to this policy.

Matters of counseling not defined as discipline, as noted above, are not subject to appeal, however, employees may provide a written rebuttal to be added to the remedial action within 15 days of imposition.

x.13 Completion of Investigations

Investigations will be completed in a prompt and timely manner, dependent on the circumstances of the investigatory process. The Department will make best efforts to ensure that investigations are completed and peace officers are provided notification of intended discipline within six months from the date of the first interview. The Department may extend the investigation beyond 6 months from the date of the first interview, provided that, before the extended period begins, the Department gives written notice explaining the reason for the extension to the peace officer and the peace officer's chosen representative and union representative. Generally, investigations should not take more than 12 months from date of interview to conclusion. Factors that substantiate a prolonged investigation past 12 months include, but are not limited to:

(a) The investigation involves a peace officer who is incapacitated or unavailable.

(b) The investigation involves an allegation of workers' compensation or disability fraud by the peace officer.

(c) The peace officer or exclusive representative, in writing, waives the limit.

(d) The investigation requires a reasonable extension of time for coordination with one or more other agency.

(e) The investigation involves more than one peace officer and requires a reasonable extension of time.

(f) The alleged misconduct is also the subject of a criminal investigation or criminal prosecution. Time does not run for the period during which the criminal investigation or criminal prosecution is pending.

(g) The investigation involves a matter in civil litigation in which the peace officer is a named defendant or the peace officer's actions are alleged to be a basis for liability. Time does not run for the period during which the civil action is pending.

(h) The investigation is the result of a complaint by a person charged with a crime. Time does not run for the period of the criminal matter is pending.

x.14 RESIGNATION DURING PENDING INVESTIGATION

If an employee tenders a resignation or notice of retirement prior to the imposition of discipline, it will be noted in the investigation and the notice will be placed in the employee's personnel file. A resignation or retirement during a pending investigation does not preclude conclusion of any pending investigation or disciplinary action.

x.15 ADMINISTRATIVE SEARCHES (former 1020.6.1)

An employee of this department may be administratively ordered to submit to a blood, breath or urine test for alcohol and drugs as provided in Policy 1012 of this Manual, or an applicable collective bargaining agreement.

The results of tests compelled by the Department shall be restricted to the administrative investigation.

A member may be compelled to disclose personal financial information pursuant to proper legal process, if such information tends to indicate a conflict of interest with official duties or if the member is assigned to, or being considered for, a special assignment with a potential for bribes.

Members shall have no expectation of privacy in or when using offices, desks, lockers, vehicles, telephones, computers, radios or other communications provided by the Department.

Assigned lockers, offices, desks, vehicles, storage spaces, or any departmental issued equipment are the property of the employer and may be administratively searched by a supervisor for work- related purposes (e.g. obtaining a needed report or radio).

All other non-assigned areas (shared desks, common office space, shared vehicles may be administratively searched by a supervisor for non-investigative purposes.

An investigative search of such areas shall only be conducted with the approval of a Captain or Chief of Police or authorized designee upon a reasonable suspicion that official misconduct is involved.

THE CITY OF WEST LINN

AND THE

CLACKAMAS COUNTY
PEACE OFFICERS' ASSOCIATION

TENTATIVE
INTERLINEATED AGREEMENT

Valid from execution to June 30, 2025

Continued editing:

A wage scale, D and E (recruit and lateral charts), policies.

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - PART-TIME EMPLOYEES

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

ARTICLE 4 - RESERVE OFFICERS

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

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

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

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

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

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

a. Any Regular Officer objecting to his/her assigned Reserve Officer may bring the objection to the attention of his/her immediate supervisor, explaining a legitimate reason for such objection. The supervisor must be notified of the objection in a timely enough manner to attempt to resolve the objection. Such objection will be given consideration by management and will not be arbitrarily denied.

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

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

2. Prisoner transportation;

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

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

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

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

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

ARTICLE 5 - SENIORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 - ~~FAIR SHARE~~/DUES AND PAYROLL DEDUCTIONS

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

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

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

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.

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

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

~~C. The Association shall certify to the City the amount of dues approved by the members of the Association.~~ (*moved above*) ~~The City agrees it will deduct from each employee's~~

~~monthly wages a Association member's dues and non-members "Fair Share in lieu of dues." The monthly deduction of dues and "Fair Share in lieu of dues" shall be remitted monthly to the Treasurer of the Association.~~

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

~~D. Any individual employee objecting to payment of "Fair Share in lieu of dues" on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, will inform the City and the Association of the objection. The employee will meet with representatives of the City and Association and establish a mutual, satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.~~

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

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

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

ARTICLE 7 - MANAGEMENT RIGHTS

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

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

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

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

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

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

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

6. To assign and distribute work within classifications.

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

8. To direct the activities of the Department.

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

10. To discipline or discharge 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 it subcontracting proposal. A mediation session will be scheduled to occur within the next 30 days. Thereafter, the parties will follow the parameters of ORS 243.712, including a final and binding resolution by an interest arbitration.

ARTICLE 8 – LAYOFF

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

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

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

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

ARTICLE 9 - DISCIPLINE AND DISCHARGE

A. Discipline shall include: ~~oral reprimands (reduced to writing),~~ written reprimands, temporary pay reductions or suspension without pay, demotion and dismissal. Disciplinary action may be imposed upon a non-probationary employee only for just cause. <u>The definition and application of Just Cause for sworn officers is subject to applicable law.</u> 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. (*note: last sentence moved from probation language)*

(bargaining note: HB2930 provides new standards for just cause for sworn law enforcement officers. Parties acknowledge that all disciplinary actions imposed upon law enforcement officers uses the new ORS 243.808/236.350 just cause standards.)

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 ~~his/her~~ supervisory file. The employee may submit a written rebuttal to the counseling, which will be maintained in the supervisory file with the counseling documents. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

B. 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. ~~charges in writing at the time of temporary pay reduction, suspension, demotion or discharge outlining the specific reason for such action.~~ 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 a 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. Probationary Periods and Promotions: The probationary period for newly recruited officers shall be eighteen (18) months from date of hire. Police Officers who possess a current Oregon DPSST Police certification at the date of hire or a certified Police Officer from another state who obtains an Oregon DPSST police certification within six (6) months of the date of hire, will serve a twelve (12) month probationary period from date of hire. The probationary period of non-sworn personnel employed within the department shall be six (6) months.~~

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

~~An employee's probationary period may be extended, at the City's discretion. In no case will an employee's probationary period be extended for more than sixty (60) days. Employees will be notified of appointment to regular status, extension of probation or termination prior to the completion of their probationary period. An employee whose probationary period is extended will be issued written confirmation of the extension.~~

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

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

~~F~~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 ~~he/she is~~ a witness in an investigation and the nature of the investigation.

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

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

2. Any investigatory interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. 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.* ~~to observe the interview .~~ The employee shall have the opportunity to consult with a Union representative or Union Attorney. ~~private attorney and have a Union representative or private attorney~~ Their presence ~~present~~ shall not delay the interview more than four hours. The Union representative shall not be a person subject to the same investigation or a witness to the event under investigation.

   x. 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 questioning shall not be overly long, and~~ 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 ~~he/she shall request~~ for personal necessities, meals, telephone calls and rest period.

5. All interviews will be ~~are subject to being~~ audio ~~tape~~ recorded by the City. The employee or Union may also audio record the interview. The parties agree to share recordings upon request. Audio ~~Tape~~ 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. (*bargaining note: City acknowledges practice to give completed IA to employee and Assoc. prior to Pre-disciplinary meeting)*

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. ~~a polygraph examination~~.

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

8. 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. (*bargaining note: Subject to the duty to intervene)*

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.

~~F~~E. General Provisions related to Discipline:

1. Policy. All employees are subject to disciplinary action for failing to adhere to or follow ~~Pursuant to an in conformance with all of the provisions of~~ West Linn Police Department Policy & Procedures Manual, ~~the personal life of an employee shall not be a concern of the City~~.

2. Complaints. In cases where a ~~an informal~~ complaint is filed against an employee, the employee shall be advised of the complaint consistent with policy and subject to applicable law. *(Bargaining Note: City opens on revised complaint process. City intends to provide broader access to complaint process, such as the ability for a complaint to be filed online, through a third party/Ombudsman, or through HR.*

3. Use of Force Situations: When an employee is involved in the use of deadly force, the employee will ~~he/she shall~~ 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. ~~An undue delay is defined as any delay that exceeds thirty-six (36) hours from the time the incident occurred~~. This section does not apply to the public safety statement permitted in Section 9 above.

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 ~~he/she~~ wants to visit.

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

~~5. Written Record of Complaint: It is agreed that no member of the bargaining unit will be required to write a report to the City on any complaint against them (by persons in or outside the Police Department) unless said complaint is signed and dated in written form by either the complainant or the officer taking the complaint. Prior to any written report being required of any employee, they will be advised of the nature of the complaint and provided a summary of the complaint.~~

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

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

STEP I

Informal

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

Formal

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

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

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

STEP II

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

STEP III

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

STEP IV

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

STEP V

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

B. Arbitration:

1. 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~~. The arbitrator's decision shall be final and binding.~~

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 ~~Arbiter~~. Each party shall bear the cost of presenting its own case.

C. Rules:

Rules governing the grievance procedure shall be as follows:

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

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

3. Failure by the City to submit a reply within the time limits specified in the Agreement will allow the matter to be advanced by the Association to the next step in the procedure. Arbitration shall not be invoked unless and until both parties 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. ~~Gender Reference. All references to employees or officers in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees~~. *(Bargaining Note: City seeks to use word "employee" or other as appropriate)*

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

~~E~~D. 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.

   Non-Sworn. All other employees covered by this Agreement shall receive a minimum of sixteen (16) hours training ~~approved by the supervising Sergeant~~ each fiscal year as assigned by the Department.

   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.

ARTICLE 15 - PERSONNEL FILE

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

   Material placed in working or supervisor's files may be utilized for the completion of an employee's annual evaluation. Personnel records will be maintained for at least the minimum time periods consistent with applicable law. *(Bargaining Note: HB 4207)* ~~After the completion of the evaluation, the material shall either be destroyed or forwarded to the City's attorney if the material is related to a lawsuit filed against the City.~~ The material shall be retained in the same manner as material in the employee's personnel file as described in paragraph "D" of this article.

B. The employee may respond in writing to any item placed in their ~~his/her~~ 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. Upon 60 months after imposition of a disciplinary economic suspension, 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 ~~his/her~~ designee. Such material will not be used against an employee for the purpose of establishing progressive discipline or further disciplinary proceedings, but may be used in any arbitration or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations. (*this language moved from lower section E*)

   ~~With the exception of information reflected in performance evaluations, material placed in an employee's personnel file reflecting caution, consultation, warning, admonishment, reprimand and suspension or other disciplinary action shall be dated when issued to the employee and shall be retained in the personnel file for a maximum of twenty-one (21) months provided no material reflecting critically on the employee for the same or similar issue is placed in his/her personnel file during the intervening time period. Should the same or similar issue occur then the twenty-one (month) retention period will start over.~~ *(Bargaining Note: City seeks to discuss retention of personnel records consistent with*

HB4207, including counseling and history of formal discipline for progressive discipline.) (bargaining note: HB 3145 on retention of economic disciplinary actions is also pending)

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

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

ARTICLE 16 - UNION BUSINESS

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

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

C. The parties recognize that it may be necessary that a representative of the Union (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 ~~his/her~~ regular duties.

The Union's negotiating team shall consist of no more than three (3) 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, two (2) 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. (*Bargaining Note: moved from Article 34*)

ARTICLE 17 – SALARY

A. Salary.

Effective and retroactive to July 1, 2021, the wage increase will be the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2020 within a minimum of 2.0% and maximum of 3.0% applied to the base step for all classifications in the wage scale. The agreed upon actual CPI value was 1.75%, and therefore a 2.0% adjustment will be made. Steps are 5.4% apart.

For the purposes of retroactive pay, employees employed on execution date of this agreement will receive retroactive pay as a one-time payment in a separate check. The payment will be based on 2% wage increase of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period which includes July 1, 2021 to the payroll period including execution date by both parties. Any new incentives or add-to-pays to this agreement are not included in this payment. The

City will make best efforts to make retroactive payment within 60 days of execution of this agreement.

Effective in the payroll period following execution of this agreement, each employee currently employed at the time will be paid an additional payment of $3,500.00 (three thousand five hundred dollars), subject to applicable withholdings through normal payroll. (*Bargaining Note: This payment is in part in consideration of recent past and current events including labor market conditions as related to retention)*

Effective the month following execution of this agreement, the classification of recruit will be eliminated. Entry officers will start at Step 1 as a Police Officer. (*bargaining note: All probationary requirements and layoff/seniority conditions remain the same. Officer will advance through the salary steps on the schedule and based on the benchmarks defined in "Attachment D – Recruit Officer Salary Scale." note: last line from prior MOU)*

Effective July 1, 2022, the wage increase will be increased by 5.5% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart. *(Bargaining Note: The average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2021 is 5.45%)*

Effective July 1, 2022, the classifications of Community Service Officer will receive a 10% market adjustment and the Property Evidence Tech will receive a 5% market adjustment at Step I applied after the CPI wage increase adjustment above. Steps are 5.4% apart.

Effective July 1, 2023, the wage increase will be 4.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

Effective July 1, 2024, the wage increase will be the average of the 1st and 2nd half reported CPI-W for Urban Wage Earners and Clerical Workers for Western Cities - B/C for 2023 within a minimum of 2.0% and maximum of 4.0% applied to the base step for all classifications in the wage scale. Steps are 5.4% apart.

(Bargaining Note: Appendix A: Salary Schedule to be updated accordingly)

(Bargaining Note: "the month following execution of this agreement" occurs in the next pay period in the next calendar month.)

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

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

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

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

B. Administration Plan.

1. After initial appointment to a position, the employee shall receive the minimum salary for the position. However, in the case when unusual difficulty in filling the vacancy is experienced or when the appointee or employee is exceptionally qualified, the Chief may cause the appointment to be made at a salary rate above the minimum, but not more than the maximum within the budget limitation. At the discretion of the Chief, an employee may be accelerated to a higher step for outstanding performance. The Chief will provide a brief explanation for the basis of the increase if requested by the Association.
2. Employees are hired as a Recruit Officer will advance through the salary steps on the schedule and based on the benchmarks defined in "Attachment D – Recruit Officer Salary Scale." (*Bargaining Note: From prior MOU)*
3. Employees hired as a Lateral Officer will advance through the salary steps on the schedule and based on the benchmarks defined in "Attachment E – Lateral Officer Salary Scale." A lateral officer 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 2 years of experience.

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

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

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

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

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

(Bargaining Note: From MOU dated December 2019)

C. Education and DPSST Certification Pay.

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

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

~~Probationary employees are not eligible for education pay or certification pay.~~ Eligibility for education and certification pay will commence on the first day of the payroll period immediately following ~~successful completion of the probationary period provided~~ a written request and proper verification are provided to the City. *(Bargaining Note: The deletion of these restrictions are not retroactive and effective the month following execution of the agreement)*

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;
   (Bargaining Note: The employee is expected to present the summary of credit hours and showing of having an equivalent 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. Officers assigned as a Motorcycle Officer shall receive an additional five percent (5%) of their base wage hourly assigned as a Motor Officer.

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

3. ~~An employee assigned as the Canine Officer shall receive an additional five percent (5%) of his/her base pay salary of each month (or portion thereof) assigned to that position. The five percent (5%) differential is intended to compensate the Canine Officer for off-duty grooming, feeding and care of the animal.~~ *(Bargaining Note: City does not have any canines. City acknowledges possible PECBA bargaining obligations if a canine officer is considered in the future)*

4. School Resource Officer: Officers assigned as "School Resource Officer" shall receive an additional five percent (5%) of their base hourly wage as a School Resource Officer.

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

6. Officers assigned as "Field Training Officers" shall be granted 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.

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%) ~~seventeen percent (17%)~~ of the employee's base wage.

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

~~Effective March 1, 2017,~~ Effective the month following execution of this agreement, the City will contribute a deferred compensation contribution of 4.5% of base salary per pay period to an employee's individual account. ~~will match the employee's deferred compensation contribution up to a maximum two percent and 4/5 percent (2.8%) of base salary per pay period~~. Base salary does not include incentive or assignment pay. The City contribution applies to all employees budgeted at 0.5 FTE or more. ~~Employee participation is strictly voluntary~~. The City accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.

(Bargaining note: 4.5% value is from August 2020 extension agreement) (bargaining note: Employees will no longer be required to match)

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; ~~Following such an election, all accruals, which are currently based on an eight (8) hour workday shall be negotiated.~~ (*Bargaining Note: This sentence is not necessary. Accruals are separately identified based on pay periods.)*

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

D. Rest Periods. Except in cases of emergencies, two (2) rest periods, fifteen (15) minutes each, shall be permitted to all employees, preferably midway between each half of the assigned workday. An employee shall not be allowed to shorten their workday or

lengthen their lunch period by not taking their rest periods, except on occasion with prior supervisory approval.

E. Meal Periods. Sworn officers will be granted a meal period during their working shift, during which time employees are subject to call when needed. Each non-sworn employee shall have a thirty (30) minute uninterrupted paid lunch break within each eight (8) hour workday, except in cases of emergency. Employees not on regular duty (i.e., attending school, seminar, conference, etc.) will not be eligible for a meal period during the working time unless the seminar, class, etc. continues through the lunch period.

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

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

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

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

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

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

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

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

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

1. Shift and Days Off

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

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

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

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

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

3. Shift Rotation Adjustments.

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

   a. Successful completion of the probationary period;

   b. Possession of a basic or higher DPSST certificate;

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

d. Be on continuous shift assignment;

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

ARTICLE 20 – OVERTIME AND COMPENSATORY TIME

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

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

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

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

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

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

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

by the City for each payroll cycle that a payment is made to the employee's VEBA account. Complete VEBA statements are provided to the employee by HRA-VEBA.

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

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

Employees required to participate in any meeting outside of their regularly scheduled shift schedule, ~~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.

(Bargaining Note for reference: from Article 14: "Employees required to participate in any teaching activities during off duty hours shall be compensated at the overtime rate for actual time spent in teaching with a minimum of two (2) hours of overtime compensation. Employees required to participate in any meetings during off duty hours shall be compensated at the overtime rate for actual time spent in meetings with a minimum of one (1) hour of overtime compensation.")

E. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. *(Bargaining note: RE CCPOA proposal regarding call backs and court appearance as proposed, the City agrees current practice provides for call back payments as proposed and under the CBA)*

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

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

2. Shift Continuation: When an overtime need exists, and the start time is a continuation of the present shift, as set forth by Article 21, the overtime will first

be offered to on duty bargaining unit members. If not filled, the overtime will then be offered to off duty bargaining unit members. If not then filled, overtime assignments may be offered to Sergeants, Lieutenants, or Captains prior to assigning the overtime to the least senior on duty bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority.

3. Overtime Assignment: When an overtime need exists and the start time is within four (4) hours, the assignment of overtime will be offered to bargaining unit members by seniority. Overtime assignments may be offered to Sergeants, Lieutenants, and Captains prior to assigning the overtime to the least senior bargaining unit member. If the least senior officer is not able to report to duty, the City may proceed with assignment based on inverse order of seniority. For voluntary overtime, employees must accept the entirety of the overtime shift/hours offered, unless otherwise mutually agreed by a supervisor. *(Bargaining note: City seeks clarification that if, for example, a 6 hour OT shift is offered, a senior employee is not permitted to break up the six hour offer)*

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.

(Bargaining note: Regarding staffing, the City maintains the management right to assign work for all positions and the right to fill Sergeant duties with a Sergeant or other higher-ranking officer. The assignment of work for Sergeants, who are not within the bargaining unit, is not subject to bargaining. The City reserves the right to continue past practice for management employees to cover limited periods of time to meet staffing needs as directed by the City.)

(Bargaining note: City reserves the right to flex schedule subject to contractual notice, Art 19(c).)

(bargaining note: (city language proposal withdrawn from Section A and deferred to a bargaining note): Overtime is a function of operational need and assigned at the discretion of the City as needed. Employees should not rely upon or expect particular overtime assignments, and the assignment of overtime is not guaranteed.)

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 an officer outside of regular work hours, and the officer is required as a result to perform work for the City, the officer 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 officer 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.

(Bargaining Note: Parties agree that some multiple calls within 15 minutes on the same matter are effectively one call. For example, there are some back and forth calls due to contacting other parties involved.)

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 ~~his/her~~ 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 ~~the employee's~~ regular compensation for any regularly scheduled working hours spent in actual performance of such service Employees who are released from jury service or who complete such service are required to promptly notify their supervisor for assignment for the remainder of his/her workday and/or subsequent shifts.

B. Any appearance fees or similar monies received by the employee from the Court for the performance of jury duty, shall be turned over ~~given~~ to the City.

ARTICLE 24 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City agrees to participate in the Oregon State Public Employees Retirement System (PERS) to pay the City's amount required into each employee's PERS 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. ~~under ORS 238.205~~. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions "pick up" or paid by the City or behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of PERS/OPSRP statutes and regulations. ~~ORS 283.005 (8)~~ for the purposes of computing an employee member's "final average salary" but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to PERS/OPSRP statutes and regulations. ~~ORS 283.200 to 238.220.~~ Such

"picked up" or paid employee contributions shall be credited to the employee accounts pursuant to PERS/OPSRP statutes and regulations ~~ORS 238.200~~ and shall be considered to be employee contributions. ~~for the purpose of ORS 238.005 to 238.480.~~ *(PERS actually has two statutes: ORS 238 and 238A. The latter is for OPSRP)*

ARTICLE 25 – INSURANCE

A. Medical Insurance

~~Effective March 2016 (in the 2nd pay period)~~, The City shall pay ninety percent (90%) of the cost of premiums for medical insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

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

Dental Insurance.

~~Effective March 2016 (in the 2nd pay period~~), The City shall pay ninety percent (90%) of the cost of premiums for dental insurance with the employee paying the remaining ten percent (10%) of the premiums through payroll deductions for each eligible employee (pro-rated for part-time employees) and their eligible dependents. In the event the City changes carriers, the level of benefits shall remain comparable.

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

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

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

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

F. Voluntary Employee Beneficiary Account (VEBA): ~~Effective January 1, 2007~~, The City will establish a VEBA for the employees covered under this Agreement. Contributions to individual employee VEBA accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501(c)(9). The City shall

contribute $35 ~~$25~~ per employee per month into employee's VEBA. *(Bargaining Note: $35 was previously negotiated)*

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

   a. Effective the month following execution of this agreement, the City will contribute up to $6.50 ~~$4.50~~ toward the premium for each sworn officer paid by reimbursement of invoice provided by the Union for the "PORAC" Plan. Invoices by the Union may be quarterly.

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

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

ARTICLE 26 - SICK LEAVE

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

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

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

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

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

~~First quarter: July 1, through September~~
~~Second quarter: October 1, through December 31~~
~~Third quarter: January 1, through March 31~~
~~Fourth quarter: April 1, through June 30~~

(Bargaining Note: Deletion based on MOU December 2016)

~~Sick leave converted to vacation will be credited at the end of each quarter. Employees converting sick leave to vacation must have a minimum accrual of eighty-eight (88) hours of sick leave before being eligible to convert eight (8) hours to vacation.~~

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

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

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

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

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

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

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

E. Sick Leave Verification. An employee may be required to submit a doctor's certificate or other adequate proof of eligibility for sick leave from an employee's doctor or health care professional whenever the employee's sick leave usage exceeds three (3) consecutive workdays; ~~or~~ whenever the City can articulate a good faith concern (e.g., questionable

patterns of absence, suspicious explanations, etc.) regarding employee's eligibility to receive sick leave; 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.

(Bargaining Note: City will report to PERS sick leave accruals consistent with PERS rules and regulations: compensation to VEBA may affect reporting)

ARTICLE 27 - SLEEP DEPRIVATION AND/OR FATIGUE

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

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

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

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

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

ARTICLE 28 - BEREAVEMENT AND FAMILY MEDICAL LEAVE

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

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

C. Definition of Immediate Family. For the purposes of this Article, an employee's "immediate family" is defined to include the employee's spouse, and the employee and spouse's grandparents, parents, step-parents, guardian, siblings, step-siblings, children, step-children, grandchildren, "domestic partners" ~~and~~ any relative residing in the employee's immediate household, 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) and the Oregon Family Leave Act (OFLA). Eligible employees who are absent from work for FMLA and/or OFLA qualifying reasons, but are not eligible to receive sick leave benefits will be paid accrued vacation and holiday pay for their absences. In the event an employee does not specify whether he/she prefers to utilize vacation or holiday pay, holiday pay shall be utilized first, then vacation pay. In the event holiday and vacation leave banks are depleted, an employee may, at his/her option, utilize compensatory leave. When an employee is on a leave that is covered by both FMLA and OFLA, such leaves will run concurrently.

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

F. Reopener for the Oregon Paid Family Medical Leave Act (OPFML): Within 90 calendar days upon publication of administrative rules for OPFML, the parties will meet and bargain over mandatory subjects of bargaining related to the implementation of OPFML. Such bargaining will be in accordance with the expedited bargaining procedures in ORS 243.698.

ARTICLE 29 - CLOTHING, EQUIPMENT AND TRAINING ALLOWANCES

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

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

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

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

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

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

ARTICLE 30 - HOLIDAYS IN LIEU OF HOLIDAYS

A. In lieu of holidays, all employees engaged in continuous operations (sworn police officers and special assignment police officers) shall accrue 3.69 hours per pay period for each full pay period worked. Holiday accrual shall be maintained in an account that is separate from vacation accrual. There shall be a maximum accumulation of eighty (80) hours of in lieu of holiday time at any one time for each employee, thereafter there is no more accrual. Effective July 1, 2022, the maximum accumulation will be 104 hours, thereafter

there is no more accrual or compensation received. ~~cash out.~~ *(Bargaining Note: The City re-affirms the maximum cap and no other or further compensation will be received when capped).*

Effective June 19, 2022, employees will receive 8 hours to their holiday accrual bank. Effective July 1, 2022, the accrual rate will change to 4.00 hours per pay period.

(Bargaining Note: The 3.69 hour value considers the value of 10 holidays and 2 personal days at 8 hours each as reflected in Section B using 26 pay periods)

If any employee is below the maximum accrual, the employee may elect to take the accrual ~~credit~~ 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. ~~straight time pay in lieu of time off. Election of payment method shall be made no later than the last day of each quarter (September 30, December 31, March 31 and June 30), beginning with fiscal year July 1 1993.~~

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

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

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

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

ARTICLE 31 - VACATIONS

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

Less than 3 years .....100 ~~80~~ working hours annually
More than 3, less than 5.....116 ~~96~~ working hours annually
More than 5, less than 8.....140 ~~120~~ working hours annually
More than 8, less than 11.....168 ~~160~~ working hours annually
More than 11, less than 15.....184 ~~176~~ working hours annually
More than 15, less than 20.....208 ~~200~~ working hours annually

More than 20……. .....224 work hours annually

(Bargaining Note: From May 2018 extension agreement)

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

C. Lateral hire: Lateral hire employees will be placed on the vacation tier accrual based on the employee's full years of law enforcement service based on years of service consistent with the definition of lateral officer. A lateral officer 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 2 years of experience. *(Bargaining Note: Lateral comparisons are for patrol law enforcement duties)*

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

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

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

case the City and the employee shall mutually agree to a rescheduling of the threatened leave.

G. Employees may "sell back" for cash payment two (2) times a fiscal year, up to 16 hours, per sell back. An employee may also, within the same 2 times per year, sell back up to an additional annual maximum of eighty (80) hours of accrued vacation time. ~~, provided the employee requests at the same time, an equivalent amount of vacation time off to be taken within the next 90 days. For the purposes of this section, employees are required to take the scheduled vacation~~ *(Bargaining Note: This change is viewed as an economic benefit for employees)*

   To be eligible for the additional 80 hours of "sell-back," an employee must retain an accrual of a minimum of forty (40) hours vacation time, after the cash "sell back." The City shall make payment in the next pay period ~~issue a separate check to employees~~ for vacation "sell-back," if the City receives the signed, authorized request thirty (30) days in advance. The check will be issued on the same bi-weekly schedule as normal payroll checks. Deductions shall be made based on current State and/or Federal law.

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

ARTICLE 32 – PRODUCTIVITY

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

ARTICLE 33 - LIMITATIONS AND RESPONSIBILITIES

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

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

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

ARTICLE 34 - WAIVER AND SCOPE OF BARGAINING

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

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

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

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

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

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

   3. Changes in existing conditions, not within the terms of this agreement, as associated with "employment relations," during the term of the Agreement shall 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.

C. ~~Union Officers. The Union shall notify the City Manager in writing no later than the first of July of each calendar year of the names of all officers of the Union. In the event of a vacancy of any official position of this Union, the Union will notify the City Manager in~~

~~writing of the name(s) of the new officer(s) within ten (10) days after the vacancy is filled.~~
(Bargaining Note: Moved by TA to Article 16)

ARTICLE 35 - SAVINGS CLAUSE

Should any Article, section or portion of this Agreement be ~~held~~ 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 (NEW)

A. Probationary Periods and Promotions: The probationary period for newly recruited officers shall be eighteen (18) months from date of hire. Police Officers who possess a current Oregon DPSST Police certification at the date of hire or a certified Police Officer from another state who obtains an Oregon DPSST police certification within six (6) months of the date of hire, will serve a twelve (12) month probationary period from date of hire. The probationary period of non-sworn personnel employed within the department shall be six (6) months. *(Bargaining Note: By past practice, probationary periods are by month meaning for example if hired on November 15, a 6 month probationary period is to May 15.)*

   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 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. In the case of promotional appointments, if the promoted employee within the bargaining unit fails to successfully complete the new position's probationary period, ~~a twelve (12) month probationary period~~, such employee will be returned to their previous classification if the former position is vacant or has been filled for less than 6 months. ~~than one (1) year~~. This does not affect the City's ability to dismiss any employee for cause.

C. In the case of promotional appointments to a classification outside of the bargaining unit, and within the police department, if the promoted employee unit fails to successfully complete the new position's probationary period, such employee will be returned to their previous classification if the former position is vacant or has been filled for less than 6 months. *(Bargaining Note: The probationary period for promotion to Sergeant is 12 months. Vacant position refers to the previously held classification)*

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

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

5. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005 (6), 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 ~~he or she~~ tests positive as described in Section "D" – Testing.

Section D. Testing.

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

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

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

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

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

4. In the event that the test results are positive for a controlled substance, including marijuana, the City, at its expense, shall require that a second confirming test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in ~~his or her~~ 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. ~~Prohibited conduct described in Section B(1) above, is grounds for termination. Prohibited conduct described in Section B(3) above, may result in discipline action up to and including termination. Prohibited conduct described in Section B(2) and B(4) shall result in action specified below in Section F.~~ *(Bargaining Note: HB2930 provides for new standards for use of drug and alcohol on duty)*

Section F. Consequences of Test Results.

1. Test results which do not establish that the employee has engaged in prohibited conduct as described in Section B(2) and B(4) of this Article shall result in no further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results, and all documents related to the incident shall be retained only by testing laboratory.

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

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

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

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

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

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

   Any program of treatment will not be at City expense, except to the extent that it is covered by employee health insurance. It is the SAP's responsibility to make a recommendation as to the employee's immediate fitness to perform the job to which ~~he or she is~~ 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 ~~he or she~~ is assigned. An employee who has committed prohibited conduct specified in Section B(2) shall be subject to retesting at any time for one (1) year following return to work.

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

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

(Bargaining Note: The provisions of this Article and related appendix are subject to the obligations of HB2930 (2021) and the disciplinary matrix established by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline.)

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 ~~his/her~~ duties within the scope of their employment as approved by the Department.

(Bargaining Note: City seeks to revise Lexipol policy (1012) for consistency with CBA)

APPENDIX TO ARTICLE 38 - USE OF ALCOHOL AND DRUGS

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. ~~Federal Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:~~

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

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

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

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement shall be effective upon execution, and shall remain effective in full force and effect until June 30, 2025 ~~2018.~~ This parties will initiate bargaining a successor agreement in February 2024. ~~Agreement shall automatically reopen on the first day of February, 2018~~, for negotiations. 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. ~~If negotiations of a successor agreement are not concluded by July 1, 2018, this agreement shall automatically continue until such time as the successor agreement is concluded.~~

APPENDIX A – SALARY SCHEDULE

TBD

~~APPENDIX B – MOU 5-24-2013~~ – AGREED TO DELETE

~~APPENDIX C – MOU 1-8-2014~~ – AGREED TO DELETE

Draft Policy

~~revised 3-2-22~~
~~revised for 5-23-22: Mediation only~~
~~revised for 5-23-22 3 pm: mediation only~~
revised for 5-23-22 5 pm: mediation only.

BODY WORN CAMERAS

447.1 PURPOSE AND SCOPE

The West Linn Police Department recognizes body-worn cameras provide additional documentation of police-public encounters and can be an important tool for collecting evidence and maintaining public trust.

The West Linn Police Department understands video images from a body-worn camera or other video recording system cannot provide a complete account of an event and capture an entire scene, environmental conditions, surrounding circumstances, or all safety concerns that members must constantly assess and consider when deciding upon a given course of action. The use of body-worn cameras does not reduce the requirement to provide thorough written documentation of an incident, and that viewing footage by various persons may be restricted as provided below.

447.2 POLICY

The West Linn Police Department may provide members with access to body-worn cameras for use during the performance of their duties. The use of body-worn cameras is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public. The Department maintains the right to assign employees and body-worn cameras and direct their use at its discretion, consistent with this policy.

This policy provides guidelines for the use of body-worn cameras by members of this department while in the performance of their duties. This policy does not apply to mobile audio/video recordings (see policy 446) or other portable audio/video recordings (see policy 450), interviews or interrogations conducted at any West Linn Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

This policy is intended to provide West Linn Police Department members direction on when and how to use body-worn cameras, as well as guidelines for the operation and management of Digital Multimedia Evidence in accordance with ORS 133.741.

Use of body-worn cameras for any purpose other than in accordance with this policy is prohibited without the approval of the Chief of Police or their authorized designee.

447.3 DEFINITIONS

Body-worn cameras (BWC) – Camera system designed to be worn by police members to capture Digital Multimedia Evidence (DME). The camera can be a stand-alone device or part of an in-car camera system (separate from a MAV system as under policy 446). Only body-worn cameras authorized and maintained by the West Linn Police Department may be utilized.

Digital Multimedia Evidence (DME) – DME consists of all digital recordings, to include but not limited to audio, video, photographs, and their associated metadata. For the purpose of this policy, DME only references evidence obtained directly from and by the use of BWC systems.

Metadata – Includes any digital identifiers that are captured as part of the actual recording (e.g. date/time, GPS coordinates, labeling, etc.), plus data entered by the member.

Activate – To cause a video or audio recording to be created through a BWC system.

Deactivate – To cause a video or audio recording being captured through a BWC system to cease.

Supervisor - For the purposes of this policy, a supervisor is an Officer of the Rank of Sergeant or higher rank.

Management Staff - For the purposes of this policy, a command staff person is an Officer of the Rank of Lieutenant or higher rank, City Manager, Human Resources Director, or designee.

447.4 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for:

(a)Establishing procedures for the security, storage, and maintenance of data and recordings.

(b)Establishing procedures for accessing data and recordings.

(c)Establishing procedures for logging or auditing access.

(d)Establishing procedures for transferring, downloading, tagging or marking events**.**

(e)Establishing and facilitating Department-approved training for members on the proper operation and care of the device in accordance with Department policy and law. Members shall receive training prior to their use of a BWC system and be provided periodic training updates to ensure the continued effective and appropriate use of the device.

447.5 MEMBER PRIVACY EXPECTATION

All DME made by members on any department-issued device at any time, and any recording made while acting in their official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

447.6 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member, as assigned, will be responsible for making sure that they are equipped with a BWC issued by the Department, the BWC is in good working order, and the member has been properly trained in the use of the device. The member will "check-out" the device to themselves at the beginning of their shift in accordance with device instructions and Department training.

The BWC shall be used with reasonable care to ensure proper functioning and be tested by the member prior to use. The BWC selected will be registered to that member for that shift. This procedure is not required when the BWC works in conjunction with an in-car camera system. If the BWC has been lost, is not in working order, or the member becomes aware of a malfunction at any time, the member shall promptly report the loss or failure to their supervisor and obtain a functioning device as soon as reasonably practicable.

Uniformed members provided a BWC shall wear the device in a conspicuous manner on the upper half of the torso, in a position designed to produce an effective recording, and notify persons that they are being recorded whenever reasonably practicable. BWC's will be assigned as directed by management staff. Generally if, due to a limited number of cameras available for any reason, the priority for body-worn cameras is as follows: Uniformed Officers, Uniformed Sergeants, Community Service Officers, and Uniformed Lieutenants, or to other members as directed by management staff based on operational need and discretion.

Subject to supervisory approval, a member assigned to a non-uniformed position may utilize a BWC at any time the member if determined useful for a particular matter. The member must have received appropriate training to use a BWC. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members will notify persons that they are being recorded, whenever reasonably practicable.

Members utilizing a BWC not part of an in-car camera system will return the checked-out camera at the end of their shift, and ensure all DME is downloaded from a department

approved transmittal location. Exceptions to end-of-shift downloading DME shall be approved by a supervisor.

Members will document the existence of a recording in any report or other official record of the contact, including any instance where the member failed to record an encounter, the BWC malfunctioned, or the member deactivated the recording. Members should include the reason for deactivation.

447.7 SUPERVISORY RESPONSIBILITIES

Supervisors shall ensure members assigned a BWC are provided with a BWC device while on-duty. Supervisors should conduct monthly periodic reviews and may review a sampling of a member's BWC recordings to ensure the equipment is functioning properly and members are using devices in accordance with policy. Monthly periodic review will be limited to two (2) non-supervisory officers including the classification of CSO a month and one Sergeant a month, chosen by random sampling. The review will be limited to two (2) BWC events per sworn officer chosen by random sampling. The review may also help to identify any areas which require additional training or guidance. *(bargaining note: For transition to BWC as a new tool for this agency, the City acknowledges a transition period for employees to become accustomed to these policies and procedures and will take the transition period into consideration when evaluating employee performance using BWC)*

If during a BWC review a supervisor discovers a policy violation, and depending on the type of policy violation, the supervisor will either initiate a performance discussion with the involved member or contact a management staff member for additional review and possible continued investigation.

447.8 OPERATION OF THE BODY-WORN CAMERA

This policy is not intended to describe every possible situation where the system may be used however there are many situations where the use of the BWC system is appropriate. In addition to the required situations, members may activate the system any time he/she believes its use would be appropriate and/or valuable to document an incident.

(a) The BWC system shall be activated as close as practical to the beginning of an encounter in any of the following situations:

1. All enforcement and investigative contacts including stops and field interview (FI) situations.

2. Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops.

3. Self-initiated activity in which a member would normally notify dispatch.

4. Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.

5. Custodial interviews as referenced in Policy 600.

(b)The BWC will be activated in the following situations:

1. Transports.

2. Any time a member believes it would be appropriate or valuable to record an incident.

Unless there are exigent circumstances or concerns for the safety of the member or any other person, the BWC will be activated whenever the Department member is engaged in a law enforcement action because the officer has or develops reasonable suspicion or probable cause that an offense has been or will be committed by a person(s) in contact with the member (ORS 133.741). Operation of the BWC system and activation of recording is subject to appliable law.

Members shall notify all parties to the conversation that a recording is being made unless pursuant to a court order or the limited exceptions in ORS 165.540 subsections (2) through (7) and ORS133.726 (prostitution offenses, felonies when exigency makes obtaining a warrant unreasonable, certain felony drug offenses, felonies that endanger human life; ORS 165.540).

At no time is a member expected to jeopardize their safety in order to activate a BWC. However, the device should be activated in situations described above as soon as reasonably practicable.

Based on the BWC device used, the Department is not precluded from using GPS features. The Department is not precluded from using video buffering features for review of critical incidents or for review in an internal investigation that may lead to formal discipline. The buffering feature will be limited to a 60 second look back. Usage of video buffering is subject to applicable law. ~~sole discretion.~~

447.8.1 DEACTIVATION OF RECORDING

Once activated, the BWC shall remain on continuously until:

(a) The event has concluded. For purposes of this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported, and all witnesses, victims, etc. have been interviewed. Recording may cease if a member has reason to believe there is no value in collecting further data during significant periods of inactivity such as waiting for a tow truck, waiting for a family member to arrive, or other similar situations that break from direct participation in an incident. In matters of an officer involved shooting, use of deadly force, in custody death or other critical incident, the BWC will not be turned off until authorized by a supervisor.

(b) A citizen being recorded has requested that the member cease recording and ceasing

the recording does not compromise the investigation, and the member believes the request is due to reasonable constitutionally protected privacy concerns of the individual. Recordings shall resume when the privacy concern is no longer an issue unless the circumstances no longer fit the criteria for recording.

(c) Technical difficulties render the system inoperable.

447.8.2 CESSATION OF RECORDING IN CERTAIN CIRCUMSTANCES

The West Linn Police Department recognizes the potential concerns members of the public may have about department members recording contacts. Constitutional protections to privacy should serve as a guideline when determining whether or not to record a contact, in addition to Oregon law. Community members do not have a reasonable expectation of privacy when talking with a member during the scope of the member's official duties, even when contact occurs in a private residence. Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to deactivate the BWC should be recorded along with the member's response and included in the report narrative.

Discretion to turn off, or not activate the BWC rests with the member in the following limited circumstances:

(a)During a sexual assault investigation where the victim is aware of the option to record and objects to being recorded. Members should consider obtaining audio only if/when this occurs.

(b)Inside a private residence when the circumstance of the contact is not likely to result in contact with a suspect or arrest of an individual.

(c)During a child abuse investigation when the parent/guardian of the child is aware of the option to record and objects to the child being recorded. Members should consider obtaining audio only if/when this occurs.

(d)The recording will cease when an arrestee is ~~has~~ engaged in their right to speak to an attorney or another representative during the booking process. The recording should be reactivated once private consultation with representation has ceased. During a contact, if a person requests an attorney or other representative, recording does not cease until the arrestee or contacted person is actively speaking to the attorney or other representative.

~~(e)During contact with a hesitant/reluctant witness, and the information from the witness, more likely than not, is needed for an investigation.~~ *(City withdraws (e))*

(f)A witness or victim who wishes to remain anonymous or refuses to provide a statement if recorded and the encounter is non-confrontational.

(g)While conducting traffic control or scene security with no direct involvement in the initial event.

(h)Recordings that would jeopardize safety planning for victims. Such as, during a domestic violence investigation, when the investigation is complete and or an arrest has been made. After which, during the Lethality Assessment Protocol questions, the camera should be turned off and the victim should be told they are no longer being

recorded. The recording shall remain off during any call to the domestic violence advocate.

447.8.3 NON-RECORDING EVENTS

BWC systems should not be used in the following circumstances:

(a)In a hospital or other treatment facility setting, unless responding to a call for service that is in progress inside the hospital or treatment facility. Members should be careful to avoid recording persons other than the victim(s), suspect(s), or witness(es) who are deemed relevant to the matter being investigated in these locations. This provision does not apply if engaged in a law enforcement action.

(b)In any location where individuals have a reasonable expectation of privacy, such as a restroom, locker room, or break room absent consent from each individual or a legally cognizable warrantless basis to conduct the recording.

(c)During contact with a citizen informant providing confidential information to an Officer, or speaking with an undercover Officer.

(d)While delivering a death notification.

(e)When engaged in conversations with individuals with whom the member is in a privileged relationship (e.g. spouse, attorney, peer counselor, labor representative, clergy, healthcare provider, etc.).

(f)Citizen contacts that occur within courtrooms in the course of official court proceedings, unless responding to a call for service that is in progress inside the court facility.

(g)Routine phone contacts, including dispatched calls that are taken by phone.

(h)Community policing and citizen engagement activities not involving a present circumstance of engaging in law enforcement inquiry.

(i) Interviews of child abuse victims.

(j) Interviews of sexual assault victims.

(k) Casual contacts with personnel, while on break or engaged in personal activities.

(l) Inside police facilities, briefings, roll calls, debriefings, and department meetings.

(m) Places of worship and/or religious ceremonies, unless engaged in a law enforcement action.

447.8.4 RECORDING JUVENILES

It is recognized that recordings of juvenile offenders will occur by the use of BWC systems when Department members are responding to calls for service or during the course of an investigation. If a member has a need to use the BWC recordings of juvenile offenders as part of an investigation, the member shall comply with state or any other applicable laws. For custodial interviews, whether at a police facility or note, see ORS 133.402. See also policy 600.

447.8.5 SURREPTITIOUS RECORDING

Oregon law generally prohibits any individual from surreptitiously recording any conversation, except as provided in ORS 165.540 and ORS 165.543.

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

447.8.6 EXPLOSIVE DEVICE

Devices like BWC systems can emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where there is a reasonable certainty that an explosive device may be present.

447.9 PROHIBITED USE OF BODY-WORN CAMERAS

Members are prohibited from using department-issued BWC systems for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All recordings shall be retained at the Department or by any department-approved third-party vendor.

Members are prohibited from using personally owned devices for recording audio/video while on-duty without the express consent of the Captain or the Chief of Police. As authorized, any member who uses a personally owned recorder for department-related activities will comply with the provisions of this policy, including retention and release requirements, and will notify the on-duty supervisor of such use.

The City is not prohibited from using DME for training purposes, administrative investigations, civil or criminal purposes.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

447.9.1 PROHIBITED USE OF BODY-WORN CAMERA RECORDINGS

Recordings from BWC systems shall not be analyzed with facial recognition or other biometric matching technology (ORS 133.741).

447.10 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving DME, members will download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report. Each file will be categorized, tagged, and contain information related to the date, BWC camera identifier, assigned member, and case number. DME files will ~~should~~ be securely downloaded no later than the end of the member's on-duty work shift, if practicable.

A member should flag any incident in which all or some of the DMW should not be released due to its sensitive nature including:

(a) A complainant, victim or witness has requested non-disclosure.

(b) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.

(c) Disclosure may be an unreasonable violation of someone's privacy.

(d) Medical or mental health information is contained.

(e) Disclosure may compromise an undercover officer or confidential informant.

(f) Training opportunity

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

447.11 REVIEW OF DIGITAL MULTIMEDIA EVIDENCE (DME)

447.11.1 MEMBERS:

A. Except for "Critical Incidents" as defined below, members are permitted to review DME of their own BWC as a resource to help ensure accuracy and consistency when preparing reports or preparing to make or give a statement about their BWC recorded activities.

B: Members shall not view DME of other members or persons, unless expressly authorized by a supervisor, management staff or otherwise provided in a criminal investigation by the District Attorney's office or court proceeding. Authorization to review DME will not be unreasonably withheld. Members shall not retain personal copies of

recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

C. Department members shall not edit, alter, erase, duplicate, copy, photograph, video record, share (other than individuals with a right to know), or otherwise distribute in any manner DME from any BWC. Violation of this directive is considered serious and subject to disciplinary action. Requests for any DME from a BWC shall be made through the Custodian of Records, System Administrator, Chief of Police, or their authorized designee.

447.11.2 ADMINISTRATIVE REVIEWS AND INVESTIGATIONS

Subject to the provisions of this policy, Supervisors and Management Staff are authorized to review relevant recordings any time for: administrative investigations; when investigating alleged violation of policy, misconduct, complaints or upon receipt of information leading to the need for review of a particular event or circumstances; for review of meritorious conduct; and for training purposes.

DME may also be reviewed:

(a)Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.

(b)By the supervisor(s) and specific chain of command reviewing use of force events and pursuit after-actions, except for Critical Incidents wherein the Chief's authority is required.

(c)Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.

~~(d)By media personnel with permission of the Chief of Police and City Manager or the authorized designee.~~

(e) For the purposes of an investigation, including witness and complainant interviews, as approved through the Department complaint policy and process. *(discuss ORS 181A.830 with CCPOA)*

(f) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy. Such release requires City Manager approval.

All recordings should be reviewed by the Custodian of Records prior to release responsive to a public records request. (see the Records Maintenance and Release Policy 806). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

447.11.3 TRAINING

Recordings from body-worn cameras may be shown for training purposes upon completion of a criminal case or administrative case. All such use shall be at the permission of the Chief of Police or their authorized designee.

Department members shall be provided with at least 14 days' notice if recordings intended for use for training purposes were either made by them or captured their image or voice. If an involved employee/individual objects to the release of the video, a determination of whether or not to release the video for purposes of training will be made by the Chief of Police or authorized designee.

447.11.4 CRITICAL INCIDENTS:

447.11.4.1: Critical incidents are defined as:

-Use of deadly force resulting in death or serious physical injury as defined by ORS 116.015(8) ~~167.310.~~

-Death of a person while in police custody, OR

-Discharge of a firearm when on duty or engaged in law enforcement activities.

(*editing note: Off duty officers may happen to engage in law enforcement activities as a result of being in the location of a criminal event and using police powers at the time)*

For the purposes of this section, "discharge of a firearm" does not apply when engaged in approved training, unless such use results in death or serious physical injury.

447.11.4.2: Actions After a Critical Incident:

After a critical incident, when safe and practical to do so, the on duty supervisor or any higher ranking officer on scene shall retrieve the BWC(s) from involved and witness Department members at the scene. The supervisor will be responsible for assuring the DME is uploaded and identified as restricted. Following a critical incident, BWC recordings may be viewed by the supervisor securing the BWC recording prior to being uploaded only when exigent circumstances exist, such as a member being injured and in order to obtain identifying suspect information or other pertinent information from the BWC recordings. Information from the review will not be shared with persons involved in the critical incident. Thereafter, DME of the incident may only be viewed by those

personnel authorized by the Chief of Police or City Manager in order to assist in an investigation.

The City will provide DME to the Clackamas District Attorney's office as requested. The viewing of DME by others, including the subject employee, for the purposes of a criminal investigation is subject to the sole discretion of the District Attorney's office. Subject to approval by the District Attorney, an employee subject to a criminal investigation may review their own DME footage in the presence of the member's attorney or labor representative before giving a statement.

447.11.4.3 Internal Investigation of Critical Incidents

A. If a criminal investigation is conducted and the employee was afforded the opportunity to review DME footage as provided by the DA's office, then if the employee is subject to interview for an internal investigation, the employee, at their election, may, ~~will be permitted to~~ view their own DME footage in the presence of the member's attorney or labor representative before giving a statement. Viewing will occur in a secure and private location as determined by the Chief of Police or designee.

B. If an employee was not permitted to view their DME in a critical incident, either as a result of not being given access by the DA's office or there not being a criminal investigation resulting review by the DA's office, the employee giving a compelled statement in an internal investigation about the critical incident may ~~will~~ be required first to first provide a statement. Thereafter, the member may view their own video recording in the presence of the member's attorney or labor representative, and afterwards will be afforded the opportunity clarify or comment in the same interview. Viewing will occur in a secure and private location as determined by the Chief of Police or their authorized designee.

447.13 RETENTION OF RECORDINGS

All files from BWC shall be securely stored in accordance with state records retention laws and will be purged after no longer useful for purposes of training, or for use in an investigation or prosecution (including appeals), or for use in resolving a claim or pending litigation, or disciplinary investigation. In capital punishment prosecutions, files shall be kept until the alleged offender is no longer under control of a criminal justice agency.

All recordings shall be retained for a period consistent with the requirements of the state's public records retention laws, but in no event for a period less than 180 days. Recordings no longer needed for a court proceeding or an ongoing criminal investigation shall not be retained for more than 30 months (ORS 133.741).The retention period begins from the date the BWC recording was labeled or categorized as required by law. Department administrators, in addition to the recording member, may label or categorize recordings for retention. Members will periodically be directed by the System

Administrator(s) or designee to label or categorize any DME which had not previously been labeled or categorized.

447.13.1 RELEASE OF BODY-WORN CAMERA RECORDINGS

Requests for the release of BWC recordings shall be processed in accordance with the Records Maintenance and Release Policy; 808. Nothing preclude the Chief of Police or City Manager to release DMW footage to the public subject to applicable law. -

447.13.2 STORAGE OF DATA BY VENDORS

Any contract with a third-party vendor for data storage of recordings from BWC must state that all recordings are the property of the West Linn Police Department, not owned by the vendor, and cannot be used by the vendor for any purpose inconsistent with the policies and procedures of the West Linn Police Department (ORS 133.741).

447.14 REVIEW OF POLICY

The Chief of Police or their authorized designee will be responsible for ensuring, at a minimum, a yearly review of this policy by Department members. This is to ensure compliance with state and federal law and utilization of best practice. The City is not precluded from periodic review of this policy inclusive of outside recommendations. (*editing note: City acknowledges bargaining obligations as directed by PECBA)*

CCPOA Salary Schedule FY22

CCPOA Salary Schedule FY23

CCPOA Salary Schedule FY24

City of West Linn

Listing of Clackamas County Police Officer Asssociation Salaries
Effective 7/1/2021 - 6/30/2022
Compensation Structure "B"

CCPOA - 2.0% increase effective 7/1/2021

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist	B	CCPOA	*Hourly*	22.4501	23.6624	24.9401	26.2869	27.7064	29.2025
			Bi-weekly	1,796.00	1,892.99	1,995.21	2,102.95	2,216.51	2,336.20
			Annually	46,696	49,218	51,875	54,677	57,629	60,741
Animal Control Officer	C	CCPOA	*Hourly*	22.9170	24.1545	25.4589	26.8337	28.2827	29.8099
Code Enforcement Ofcr	C	CCPOA	*Bi-weekly*	1,833.36	1,932.36	2,036.71	2,146.69	2,262.61	2,384.80
Community Service Ofcr	C	CCPOA	*Annually*	47,667	50,241	52,954	55,814	58,828	62,005
Property/Evidence Tech	C	CCPOA							
Recruit		CCPOA	*Hourly*	28.9272					
			Bi-weekly	2,314.18					
			Annually	60,169					
Police Officer	F	CCPOA	*Hourly*	30.4840	32.1301	33.8651	35.6938	37.6213	39.6529
			Bi-weekly	2,438.72	2,570.41	2,709.21	2,855.51	3,009.70	3,172.23
			Annually	63,407	66,831	70,439	74,243	78,252	82,478

The hourly rate is based on the negotiated salary. Employees are regularly scheduled for 2080 hours per year.
Steps are 5.4% apart

City of West Linn

Listing of Clackamas County Police Officer Asssociation Salaries
Effective 7/1/2022 - 6/30/2023
Compensation Structure "B"

CCPOA - 5.5% increase effective 7/1/2022

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist	B	CCPOA	*Hourly*	23.6848	24.9638	26.3118	27.7327	29.2302	30.8087
			Bi-weekly	1,894.78	1,997.10	2,104.95	2,218.61	2,338.42	2,464.69
			Annually	49,264	51,925	54,729	57,684	60,799	64,082
Animal Control Officer	C	CCPOA	*Hourly*	24.1775	25.4830	26.8591	28.3095	29.8382	31.4495
Code Enforcement Ofcr		CCPOA	*Bi-weekly*	1,934.20	2,038.64	2,148.73	2,264.76	2,387.06	2,515.96
		CCPOA	*Annually*	50,289	53,005	55,867	58,884	62,064	65,415
		CCPOA							
Property/Evidence Tech*	D	CCPOA	*Hourly*	25.3863	26.7572	28.2021	29.7250	31.3301	33.0220
		CCPOA	*Bi-weekly*	2,030.91	2,140.58	2,256.17	2,378.00	2,506.41	2,641.76
		CCPOA	*Annually*	52,804	55,655	58,660	61,828	65,167	68,686
		CCPOA							
Community Service Ofcr**	E	CCPOA	*Hourly*	26.5952	28.0313	29.5450	31.1405	32.8221	34.5944
		CCPOA	*Bi-weekly*	2,127.62	2,242.51	2,363.60	2,491.24	2,625.76	2,767.56
		CCPOA	*Annually*	55,318	58,305	61,454	64,772	68,270	71,956
		CCPOA							
~~Recruit***~~		~~CCPOA~~	~~*Hourly*~~	~~29.9198~~					
			~~*Bi-weekly*~~	~~2,393.59~~					
			~~*Annually*~~	~~62,233~~					
Police Officer	F	CCPOA	*Hourly*	32.1606	33.8972	35.7277	37.6570	39.6905	41.8338
			Bi-weekly	2,572.85	2,711.78	2,858.22	3,012.56	3,175.24	3,346.70
			Annually	66,894	70,506	74,314	78,327	82,556	87,014

The hourly rate is based on the negotiated salary. Employees are regularly scheduled for 2080 hours per year.
Steps are 5.4% apart

*Property/Evidence Tech has new range per 5% market adjustment June 2022 CBA (formerly Range C)
**Community Service Officer has new range per 10% market adjustment June 2022 CBA (formerly Range C)
***Recruit Pay Range eliminated per June 2022 CBA. Recruits will begin at Step 1, Range F

City of West Linn

Listing of Clackamas County Police Officer Asssociation Salaries
Effective 7/1/2023 - 6/30/2024
Compensation Structure "B"

CCPOA - 4.0% increase effective 7/1/2023

Classification Title	Salary Range	Employee Group		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist	B	CCPOA	*Hourly*	24.6322	25.9623	27.3643	28.8420	30.3994	32.0410
			Bi-weekly	1,970.58	2,076.99	2,189.14	2,307.36	2,431.96	2,563.28
			Annually	51,235	54,002	56,918	59,991	63,231	66,645
Animal Control Officer	C	CCPOA	*Hourly*	25.1446	26.5024	27.9335	29.4419	31.0318	32.7075
Code Enforcement Ofcr		CCPOA	*Bi-weekly*	2,011.56	2,120.19	2,234.68	2,355.35	2,482.54	2,616.60
		CCPOA	*Annually*	52,301	55,125	58,102	61,239	64,546	68,032
		CCPOA							
Property/Evidence Tech	D	CCPOA	*Hourly*	26.4018	27.8275	29.3302	30.9140	32.5833	34.3428
		CCPOA	*Bi-weekly*	2,112.14	2,226.20	2,346.41	2,473.12	2,606.67	2,747.43
		CCPOA	*Annually*	54,916	57,881	61,007	64,301	67,773	71,433
		CCPOA							
Community Service Ofcr	E	CCPOA	*Hourly*	27.6590	29.1526	30.7268	32.3861	34.1349	35.9782
		CCPOA	*Bi-weekly*	2,212.72	2,332.21	2,458.15	2,590.89	2,730.79	2,878.26
		CCPOA	*Annually*	57,531	60,637	63,912	67,363	71,001	74,835
		CCPOA							
Police Officer	F	CCPOA	*Hourly*	33.4470	35.2531	37.1568	39.1633	41.2781	43.5071
			Bi-weekly	2,675.76	2,820.25	2,972.54	3,133.06	3,302.25	3,480.57
			Annually	69,570	73,327	77,286	81,460	85,858	90,495

The hourly rate is based on the negotiated salary. Employees are regularly scheduled for 2080 hours per year.
Steps are 5.4% apart

RESOLUTION NO. 2022-09

A RESOLUTION AUTHORIZING THE CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION (CCPOA) COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City Council engaged a community Police Oversight and Accountability Taskforce in 2020 to make recommendations to the Council regarding police reform, policies, and collective bargaining with the Police Association; and

WHEREAS, the City Council held two public listening sessions in April of 2021 to increase community engagement and transparency, to inform the public about the collective bargaining process, and to listen to community concerns and obtain feedback regarding police services to ensure the collective bargaining agreement best meets the needs and priorities of the community; and

WHEREAS, The City and CCPOA agreed to alternating publicly open and closed sessions. Open sessions were held virtually as necessitated by the COVID-19 pandemic and all bargaining sessions were attended by a member of City Council as a confidential viewer; and

WHEREAS, The main focus points of the negotiation were 1) to establish body camera policy and other police reform related policy updates, and 2) to address compensation in a way that supports recruitment and retention; and

WHEREAS, The City's management team and Clackamas County Peace Officers Association engaged in bargaining from February 2021 to May of 2022, for a successor agreement effective for July 1, 2021; and

WHEREAS, the negotiating teams arrived at an agreement in Mediation, in which CCPOA members have since voted and ratified; and

WHEREAS, historically, the City Council has ratified collective bargaining agreements between the City of West Linn and the CCPOA union representing the City's police officers.

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, for July 1, 2021 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 11th day of July and takes effect upon passage.

_____
JULES WALTERS, MAYOR

ATTEST:

_____
KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of West Linn

Agenda Bill 2022-07-11-04

Date: June 30, 2022

To: Jules Walters, Mayor
Members, West Linn City Council

From: Elissa Preston, Human Resources Director *EP*
Jerry Gabrielatos, City Manager

Subject: Management and Non-represented Employees, Elected Officials Cost of Living Adjustment

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Purpose
Review of annual COLA adjustment for management/non-represented employees and elected officials, effective July 1, 2022, and July 1, 2023, as well as PD management benefits package to align with CCPOA.

Question(s) for Council:

1. Does the City Council wish to approve a Cost of Living Adjustment to management, non-represented employees, and elected officials of 5.5% on July 1, 2022, and a range of 2-4% on July 1, 2023?

2. Does the City Council wish to approve a benefits package for Police management and confidential employees that aligns with the CCPOA package, to address recruitment, retention and police reforms and policies?

Public Hearing Required:
None required.

Background & Discussion:
The West Linn Charter delegates responsibility for setting compensation levels to the City Council. The City of West Linn reviews CPI-W for Urban Wage Earners and Clerical Workers for Western Cities – B/C for determining an appropriate COLA for city employees, as well as considerations for employees in other employee groups and the overall budget. The CPI-W average for 2021 was 5.5%.

The City is experiencing high turnover and desires to keep up with inflation and keep competitive in the local market. The City seeks to recognize that inflation is at record highs, and acknowledges that it puts a financial strain on every employee equally. The CCPOA union will receive 5.5% now and 4% next year, and the AFSCME union has been offered 5.5% now, and 2-4% range based on CPI next year.

Additionally, this employee group includes 11 management and confidential employees in the Police Department. For the same reasons as addressed with the union employees, the City recommends we align the benefit incentives for recruitment, retention, and police reform in our pay structure:

The focus points of the City Council for the police department were to create a policy for body-worn cameras and other police reform related policy updates. The City also wanted to create a permanent body for review of complaints about police officers. The Review and Recommend Group that has been

proposed will allow for community members to review complaints, investigations, and outcomes. The city also desired to improve the complaint resolution policy.

As with CCPOA the City means to address compensation in a way that supports recruitment and retention of officers. The city, and the country, has seen record lows in police recruitment in the last two years. West Linn has struggled to fill vacancies, and trained officers have found other employment in larger agencies that provide more opportunities. It is imperative that West Linn maintain a competitive compensation package and offers incentives to accept a position with the City, and stay longer.

Those additional incentives include: one-time $3500 bonus, 2% longevity pay for 7+ year employees, Juneteenth Holiday, increase to incentive caps, and sick leave cashout to Veba at retirement

Budget Impact:
The adopted BN23 budget includes an assumption for 2.5% cost of living adjustments for elected officials, management and non-represented staff. However, the City could not have foreseen the rates of inflation, post-pandemic. The CPI for the calendar year of 2021 is 5.5%, and the next year is to be determined, so we recommend adopting a range of 2-4% for FY24.

The cost of the management and non-represented employees (not including police) FY23 COLA is approximately $179,000, which is $97,000 over budget.

The cost of the PD management FY23 COLA and benefits package is approximately $208,500, which is $153,500 over budget.

The cost of elected officials FY23 COLA is approximately $4500 over budget.

The city will use American Rescue Plan funds to cover the additional inflation costs now, and have to make budget adjustments in the next biennium for the ongoing costs.

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

Staff Recommendation:
Staff recommends Council approve resolution 2022-10, as it aligns with equitable COLA with other employee groups. ARPA funds can pay for the over budgeted amounts and future budget adjustments will need to be made in the next biennial budget.

Potential Motion:
Motion to approve the resolution.

Attachments:
1. Resolution 2022-10
2. FY23 Salary Schedules

RESOLUTION NO. 2022-10

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

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

WHEREAS, the CPI-W average of the 1st half and 2nd half of 2021 was 5.5%; and

WHEREAS, on July 1, 2022, the CCPOA union will receive a 5.5% Cost of Living Adjustment, and 4% next fiscal year, and

WHEREAS, the AFSCME union is in current contract negotiations, but was recently offered 5.5% COLA, and 2-4% next fiscal year, and

WHEREAS, the CPI for FY24 is unknown, so a collared range of 2-4% will keep the number controlled and affordable; and

WHEREAS, The City seeks to recognize that inflation is at record highs, and acknowledges that it puts a financial strain on every employee equally, and

WHEREAS, The CCPOA union contract addressed police reform and policy revision, and the City seeks to acknowledge the same recruitment and retention efforts in policing.

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

SECTION 1. Wages. Wages for elected officials, management and non-represented employees shall increase by 5.5% effective retroactive to July 1, 2022, and will receive a range of 2-4% depending on CPI on July 1, 2023.

SECTION 2. Police reform and retention efforts. The City recommends alignment with the benefit incentives for recruitment, retention, and police reform in our management and non-represented Police pay structure.

This resolution was PASSED and ADOPTED this _____ day of _____, 2021, and takes effect upon passage.

_____
JULES WALTERS, MAYOR

_____
KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of West Linn Compensation Plan

Annual Elected Officials Stipends

Effective July 1, 2022 - June 30, 2023

Name	Current	5.5% COLA
Bernstein, Rhett	$61,387.52	$64,763.83
Walters, Julianna	$8,608.54	$9,082.01
Baumgardner, Mar	$5,385.84	$5,682.06
Relyea, William	$5,385.84	$5,682.06
Bialostosky, Rory	$5,385.84	$5,682.06
Jones, Todd	$5,385.84	$5,682.06

City of West Linn Compensation Plan

City Manager & Department Director Salary Schedule[1]

Effective July 1, 2022 - June 30, 2023

COLA Increase 7/1/22

1.0550

Classification Title	Salary Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
City Manager[1]	CM	*annually*	$ 145,000						
		monthly	12,083						
		hourly	69.71						
Chief of Police	8	*annually*	$ 117,121.07	$ 123,474.49	$ 130,018.64	$ 136,909.63	$ 144,165.84	$ 143,893.60	$ 159,852.38
Deputy City Manager / Community Development Director		*monthly*	9,760.09	10,289.54	10,834.89	11,409.14	12,013.82	11,991.13	13,321.03
		hourly	56.31	59.36	62.51	65.82	69.31	69.18	76.85
Finance Director	9	*annually*	$ 110,615.11	$ 116,614.36	$ 122,794.92	$ 129,303.05	$ 136,156.11	$ 143,372.38	$ 150,971.12
		monthly	9,217.93	9,717.86	10,232.91	10,775.25	11,346.34	11,947.70	12,580.93
		hourly	53.18	56.06	59.04	62.16	65.46	68.93	72.58
Public Works Director / City Engineer	10	*annually*	$ 106,525.78	$ 112,301.94	$ 118,253.94	$ 124,521.40	$ 131,121.04	$ 138,070.45	$ 145,388.19
Director of Library and Community Svcs		*monthly*	8,877.15	9,358.50	9,854.50	10,376.78	10,926.75	11,505.87	12,115.68
		hourly	51.21	53.99	56.85	59.87	63.04	66.38	69.90
Parks & Recreation Director	11	*annually*	$ 100,007.19	$ 105,508.31	$ 111,100.25	$ 116,988.57	$ 123,188.96	$ 129,717.97	$ 136,593.03
Human Resource Director		*monthly*	8,333.93	8,792.36	9,258.35	9,749.05	10,265.75	10,809.83	11,382.75
Information Technology Director		*hourly*	48.08	50.73	53.41	56.24	59.23	62.36	65.67

1. City Manager COLA determined by Council during annual evaluation.

City of West Linn Compensation Plan COLA increase 7/1/22

Management and Confidential Staff Salary Schedule 1.0550

Effective July 1, 2022 - June 30, 2023

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Assistant to the Captain	20	*annually*	$60,258.78	$63,794.20	$67,007.90	$70,221.88	$73,708.62	$77,436.91	$81,148.79
		monthly	$5,021.56	$5,316.18	$5,583.99	$5,851.82	$6,142.38	$6,453.08	$6,762.40
		hourly	$28.97	$30.67	$32.22	$33.76	$35.44	$37.23	$39.01
HR Specialist	24	*annually*	$63,675.30	$66,905.14	$70,218.58	$73,716.16	$77,431.22	$81,263.48	$85,196.01
Payroll Specialist		*monthly*	$5,306.27	$5,575.43	$5,851.55	$6,143.01	$6,452.60	$6,771.96	$7,099.67
		hourly	$30.61	$32.17	$33.76	$35.44	$37.23	$39.07	$40.96
Court Administrator	23	*annually*	$66,403.39	$68,729.28	$73,247.75	$76,912.45	$80,694.47	$84,710.88	$88,944.68
Asst to the Library Director/		*monthly*	$5,534	$5,727	$6,104	$6,409	$6,725	$7,059	$7,412.05
Library Operations Supervisor		*hourly*	$31.92	$33.04	$35.22	$36.98	$38.80	$40.73	$42.76
Operations Supervisor	22	*annually*	$74,569.78	$78,301.38	$82,233.91	$86,350.58	$90,634.72	$96,057.03	$101,880.69
Library Circulation Supervisor		*monthly*	$6,214.15	$6,525.11	$6,852.83	$7,195.88	$7,552.89	$8,004.75	$8,490.06
Accounting Manager		*hourly*	$35.85	$37.64	$39.54	$41.51	$43.57	$46.18	$48.98
Parks Maintenance Supervisor									
Recreation Supervisor									
Library Manager	21	*annually*	$78,468.99	$82,368.19	$86,616.62	$90,769.01	$95,303.97	$101,110.97	$107,168.78
Library Manager (Children's Svcs)		*monthly*	$6,539.08	$6,864.02	$7,218.05	$7,564.08	$7,942.00	$8,425.91	$8,930.73
Assistant to the City Manager		*hourly*	$37.73	$39.60	$41.64	$43.64	$45.82	$48.61	$51.52
Police Sergeant	31	*annually*	$78,995.74	$82,948.65	$87,158.72	$91,433.34	$96,012.75	$100,817.57	
Assistant to the Chief		*monthly*	$6,582.98	$6,912.39	$7,263.23	$7,619.45	$8,001.06	$8,401.46	
		hourly	$37.98	$39.88	$41.90	$43.96	$46.16	$48.47	
Assistant Parks and Recreation Dir	19	*annually*	$82,392.79	$86,468.20	$90,940.19	$95,305.56	$100,067.78	$106,158.13	$112,523.11
Senior Project Engineer		*monthly*	$6,866.07	$7,205.68	$7,578.35	$7,942.13	$8,338.98	$8,846.51	$9,376.93
City Recorder/Council Policy Coordinator		*hourly*	$39.61	$41.57	$43.72	$45.82	$48.11	$51.04	$54.10
Finance Manager	25	*annually*	$87,271.16	$91,605.58	$96,274.67	$101,094.30	$106,131.15	$112,423.63	$119,201.07
Planning Manager		*monthly*	$7,272.60	$7,633.80	$8,022.89	$8,424.53	$8,844.26	$9,368.64	$9,933.42
Building Official		*hourly*	$41.96	$44.04	$46.29	$48.60	$51.02	$54.05	$57.31

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective July 1, 2022 - June 30, 2023

COLA increase 7/1/22

1.0550

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Captain	30	*annually*	$97,278.71	$102,165.27	$107,269.32	$113,628.47	$120,489.78	$126,514.25	$132,840.33
Assistant City Attorney		*monthly*	$8,106.56	$8,513.77	$8,939.11	$9,469.04	$10,040.81	$10,542.85	$11,070.03
Assistant City Engineer		*hourly*	$46.77	$49.12	$51.57	$54.63	$57.93	$60.82	$63.87

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

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective July 1, 2021 - June 30, 2022

COLA increase 7/1/21

1.0300

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Assistant to the Captain	20	*annually*	$57,117.32	$60,468.43	$63,514.60	$66,561.02	$69,865.99	$73,399.91	$76,918.29
		monthly	$4,759.78	$5,039.04	$5,292.88	$5,546.75	$5,822.17	$6,116.66	$6,409.86
		hourly	$27.46	$29.07	$30.54	$32.00	$33.59	$35.29	$36.98
HR Specialist	24	*annually*	$60,355.73	$63,417.19	$66,557.89	$69,873.14	$73,394.52	$77,026.99	$80,754.51
Payroll and Benefits Specialist		*monthly*	$5,029.64	$5,284.77	$5,546.49	$5,822.76	$6,116.21	$6,418.92	$6,729.54
		hourly	$29.02	$30.49	$32.00	$33.59	$35.29	$37.03	$38.82
Court Administrator	23	*annually*	$62,941.60	$65,146.24	$69,429.15	$72,902.79	$76,487.65	$80,294.68	$84,307.75
Asst to the Library Director/		*monthly*	$5,245	$5,429	$5,786	$6,075	$6,374	$6,691	$7,025.64
Library Operations Supervisor		*hourly*	$30.26	$31.32	$33.38	$35.05	$36.77	$38.60	$40.53
Operations Supervisor	22	*annually*	$70,682.26	$74,219.32	$77,946.83	$81,848.89	$85,909.69	$91,049.32	$96,569.37
Library Circulation Supervisor		*monthly*	$5,890.19	$6,184.94	$6,495.57	$6,820.74	$7,159.14	$7,587.44	$8,047.45
Accounting Manager		*hourly*	$33.98	$35.68	$37.47	$39.35	$41.30	$43.77	$46.43
Parks Maintenance Supervisor									
Recreation Supervisor									
Library Manager	21	*annually*	$74,378.19	$78,074.11	$82,101.06	$86,036.98	$90,335.52	$95,839.78	$101,581.78
Library Manager (Children's Svcs)		*monthly*	$6,198.18	$6,506.18	$6,841.76	$7,169.75	$7,527.96	$7,986.65	$8,465.15
Assistant to the City Manager		*hourly*	$35.76	$37.54	$39.47	$41.36	$43.43	$46.08	$48.84
Police Sergeant	31	*annually*	$74,877.48	$78,624.31	$82,614.90	$86,666.67	$91,007.34	$95,561.67	
Assistant to the Chief		*monthly*	$6,239.79	$6,552.03	$6,884.57	$7,222.22	$7,583.95	$7,963.47	
		hourly	$36.00	$37.80	$39.72	$41.67	$43.75	$45.94	
Assistant Parks and Recreation Dir	19	*annually*	$78,097.43	$81,960.38	$86,199.23	$90,337.02	$94,850.98	$100,623.82	$106,656.97
Senior Project Engineer		*monthly*	$6,508.12	$6,830.03	$7,183.27	$7,528.09	$7,904.25	$8,385.32	$8,888.08
City Recorder/Council Policy Coordinator		*hourly*	$37.55	$39.40	$41.44	$43.43	$45.60	$48.38	$51.28
Finance Manager	25	*annually*	$82,721.48	$86,829.93	$91,255.61	$95,823.98	$100,598.24	$106,562.68	$112,986.79
Planning Manager		*monthly*	$6,893.46	$7,235.83	$7,604.63	$7,985.33	$8,383.19	$8,880.22	$9,415.57
Building Official		*hourly*	$39.77	$41.75	$43.87	$46.07	$48.36	$51.23	$54.32

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective July 1, 2021 - June 30, 2022

COLA increase 7/1/21

1.0300

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Captain	30	*annually*	$92,207.30	$96,839.12	$101,677.08	$107,704.71	$114,208.32	$119,918.72	$125,915.01
Assistant City Attorney		*monthly*	$7,683.94	$8,069.93	$8,473.09	$8,975.39	$9,517.36	$9,993.23	$10,492.92
Assistant City Engineer		*hourly*	$44.33	$46.56	$48.88	$51.78	$54.91	$57.65	$60.54

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

City of West Linn Compensation Plan COLA increase 7/1/20

Management and Confidential Staff Salary Schedule 1.0235

Effective July 1, 2020 - June 30, 2021

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Assistant to the Captain	20	*annually*	$55,453.71	$58,707.22	$61,664.66	$64,622.35	$67,831.05	$71,262.05	$74,677.95
		monthly	$4,621.14	$4,892.27	$5,138.72	$5,385.20	$5,652.59	$5,938.50	$6,223.16
		hourly	$26.66	$28.22	$29.65	$31.07	$32.61	$34.26	$35.90
HR Specialist	24	*annually*	$58,597.80	$61,570.09	$64,619.32	$67,838.00	$71,256.81	$74,783.49	$78,402.44
Payroll and Benefits Specialist		*monthly*	$4,883.15	$5,130.84	$5,384.94	$5,653.17	$5,938.07	$6,231.96	$6,533.54
		hourly	$28.17	$29.60	$31.07	$32.61	$34.26	$35.95	$37.69
Court Administrator	23	*annually*	$61,108.35	$63,248.78	$67,406.94	$70,779.41	$74,259.85	$77,956.00	$81,852.18
Asst to the Library Director/		*monthly*	$5,092	$5,271	$5,617	$5,898	$6,188	$6,496	$6,821.01
Library Operations Supervisor		*hourly*	$29.38	$30.41	$32.41	$34.03	$35.70	$37.48	$39.35
Operations Supervisor	22	*annually*	$68,623.55	$72,057.59	$75,676.54	$79,464.94	$83,407.46	$88,397.39	$93,756.67
Library Circulation Supervisor		*monthly*	$5,718.63	$6,004.80	$6,306.38	$6,622.08	$6,950.62	$7,366.45	$7,813.06
Accounting Manager		*hourly*	$32.99	$34.64	$36.38	$38.20	$40.10	$42.50	$45.08
Parks Maintenance Supervisor									
Recreation Supervisor									
Library Manager	21	*annually*	$72,211.83	$75,800.11	$79,709.77	$83,531.05	$87,704.39	$93,048.33	$98,623.09
Library Manager (Children's Svcs)		*monthly*	$6,017.65	$6,316.68	$6,642.48	$6,960.92	$7,308.70	$7,754.03	$8,218.59
Assistant to the City Manager		*hourly*	$34.72	$36.44	$38.32	$40.16	$42.17	$44.73	$47.41
Police Sergeant	31	*annually*	$72,696.58	$76,334.28	$80,208.64	$84,142.40	$88,356.64	$92,778.32	
Assistant to the Chief		*monthly*	$6,058.05	$6,361.19	$6,684.05	$7,011.87	$7,363.05	$7,731.53	
		hourly	$34.95	$36.70	$38.56	$40.45	$42.48	$44.60	
Assistant Parks and Recreation Dir	19	*annually*	$75,822.75	$79,573.18	$83,688.57	$87,705.85	$92,088.33	$97,693.03	$103,550.46
Senior Project Engineer		*monthly*	$6,318.56	$6,631.10	$6,974.05	$7,308.82	$7,674.03	$8,141.09	$8,629.20
City Recorder/Council Policy Coordinator		*hourly*	$36.45	$38.26	$40.23	$42.17	$44.27	$46.97	$49.78
Finance Manager	25	*annually*	$80,312.12	$84,300.90	$88,597.68	$93,032.99	$97,668.20	$103,458.91	$109,695.91
Planning Manager		*monthly*	$6,692.68	$7,025.08	$7,383.14	$7,752.75	$8,139.02	$8,621.58	$9,141.33
Building Official		*hourly*	$38.61	$40.53	$42.60	$44.73	$46.96	$49.74	$52.74

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective July 1, 2020 - June 30, 2021

COLA increase 7/1/20

1.0235

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Captain	30	*annually*	$89,521.65	$94,018.57	$98,715.61	$104,567.68	$110,881.86	$116,425.94	$122,247.58
Assistant City Attorney		*monthly*	$7,460.14	$7,834.88	$8,226.30	$8,713.97	$9,240.16	$9,702.16	$10,187.30
Assistant City Engineer		*hourly*	$43.04	$45.20	$47.46	$50.27	$53.31	$55.97	$58.77

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

Assistant Finance Director replaced with Finance Manager in Grade 25 on 1/1/20

To transition all employees to a July 1 COLA review, Council approved a small 1.2% increase on January 1, 2020.

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective January 1, 2020 - June 30, 2020

Proposed COLA Increase 1/1/20

1.20%

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Assistant to the Captain	20	*annually*	$54,180.47	$57,359.28	$60,248.81	$63,138.59	$66,273.62	$69,625.84	$72,963.31
		monthly	$4,515.04	$4,779.94	$5,020.73	$5,261.55	$5,522.80	$5,802.15	$6,080.28
		hourly	$26.05	$27.58	$28.97	$30.36	$31.86	$33.47	$35.08
HR Specialist	24	*annually*	$57,252.37	$60,156.41	$63,135.63	$66,280.41	$69,620.73	$73,066.43	$76,602.28
Payroll and Benefits Specialist		*monthly*	$4,771.03	$5,013.03	$5,261.30	$5,523.37	$5,801.73	$6,088.87	$6,383.52
		hourly	$27.53	$28.92	$30.35	$31.87	$33.47	$35.13	$36.83
Court Administrator	23	*annually*	$59,705.28	$61,796.56	$65,859.25	$69,154.29	$72,554.82	$76,166.09	$79,972.82
Asst to the Library Director/		*monthly*	$4,975	$5,150	$5,488	$5,763	$6,046	$6,347	$6,664.40
Library Operations Supervisor		*hourly*	$ 28.7045	$ 29.7099	$ 31.6631	$ 33.2473	$ 34.8821	$ 36.6183	$ 38.4485
Operations Supervisor	22	*annually*	$67,047.93	$70,403.12	$73,938.97	$77,640.39	$81,492.39	$86,367.75	$91,603.98
Library Circulation Supervisor		*monthly*	$5,587.33	$5,866.93	$6,161.58	$6,470.03	$6,791.03	$7,197.31	$7,633.66
Accounting Manager		*hourly*	$32.23	$33.85	$35.55	$37.33	$39.18	$41.52	$44.04
Parks Maintenance Supervisor									
Recreation Supervisor									
Library Manager	21	*annually*	$70,553.82	$74,059.71	$77,879.60	$81,613.14	$85,690.65	$90,911.90	$96,358.66
Library Manager (Children's Svcs)		*monthly*	$5,879.48	$6,171.64	$6,489.97	$6,801.09	$7,140.89	$7,575.99	$8,029.89
Assistant to the City Manager		*hourly*	$33.92	$35.61	$37.44	$39.24	$41.20	$43.71	$46.33
Police Sergeant	31	*annually*	$71,027.44	$74,581.62	$78,367.02	$82,210.46	$86,327.94	$90,648.09	
Assistant to the Chief		*monthly*	$5,918.95	$6,215.13	$6,530.58	$6,850.87	$7,193.99	$7,554.01	
		hourly	$34.15	$35.86	$37.68	$39.52	$41.50	$43.58	
Assistant Parks and Recreation Dir	19	*annually*	$74,081.83	$77,746.15	$81,767.05	$85,692.08	$89,973.94	$95,449.96	$101,172.90
Senior Project Engineer		*monthly*	$6,173.49	$6,478.85	$6,813.92	$7,141.01	$7,497.83	$7,954.16	$8,431.07
City Recorder/Council Policy Coordinator		*hourly*	$35.62	$37.38	$39.31	$41.20	$43.26	$45.89	$48.64
Finance Manager	25	*annually*	$78,468.11	$82,365.32	$86,563.44	$90,896.92	$95,425.69	$101,083.45	$107,177.25
Planning Manager		*monthly*	$6,539.01	$6,863.78	$7,213.62	$7,574.74	$7,952.14	$8,423.62	$8,931.44
Building Official		*hourly*	$37.73	$39.60	$41.62	$43.70	$45.88	$48.60	$51.53

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective January 1, 2020 - June 30, 2020

Proposed COLA Increase 1/1/20

1.20%

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Captain	30	*annually*	$87,466.20	$91,859.86	$96,449.06	$102,166.76	$108,335.97	$113,752.75	$119,440.72
Assistant City Attorney		*monthly*	$7,288.85	$7,654.99	$8,037.42	$8,513.90	$9,028.00	$9,479.40	$9,953.39
Assistant City Engineer		*hourly*	$42.05	$44.16	$46.37	$49.12	$52.08	$54.69	$57.42

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

Assistant Finance Director replaced with Finance Manager in Grade 25 on 1/1/20

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective January 1, 2019 - December 31, 2019

Proposed COLA Increase 1/1/19

2.00%

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Assistant to the Captain	20	*annually*	$53,538.02	$56,679.13	$59,534.40	$62,389.91	$65,487.77	$68,800.24	$72,098.13
		monthly	$4,461.50	$4,723.26	$4,961.20	$5,199.16	$5,457.31	$5,733.35	$6,008.18
		hourly	$25.74	$27.25	$28.62	$30.00	$31.48	$33.08	$34.66
HR Specialist	24	*annually*	$56,573.49	$59,443.10	$62,386.98	$65,494.47	$68,795.18	$72,200.03	$75,693.95
Payroll and Benefits Specialist		*monthly*	$4,714.46	$4,953.59	$5,198.92	$5,457.87	$5,732.93	$6,016.67	$6,307.83
		hourly	$27.20	$28.58	$29.99	$31.49	$33.07	$34.71	$36.39
Court Administrator	23	*annually*	$58,997.31	$61,063.79	$65,078.31	$68,334.28	$71,694.48	$75,262.94	$79,024.53
Asst to the Library Director/ Library Operations Supervisor		*monthly*	$4,916	$5,089	$5,423	$5,695	$5,975	$6,272	$6,585.38
		hourly	$ 28.3641	$ 29.3576	$ 31.2876	$ 32.8530	$ 34.4685	$ 36.1841	$ 37.9926
Operations Supervisor	22	*annually*	$66,252.89	$69,568.30	$73,062.22	$76,719.76	$80,526.08	$85,343.63	$90,517.77
Library Circulation Supervisor		*monthly*	$5,521.07	$5,797.36	$6,088.52	$6,393.31	$6,710.51	$7,111.97	$7,543.15
Accounting Manager		*hourly*	$31.85	$33.45	$35.13	$36.88	$38.71	$41.03	$43.52
Parks Maintenance Supervisor									
Recreation Supervisor									
Library Manager	21	*annually*	$69,717.21	$73,181.53	$76,956.12	$80,645.39	$84,674.56	$89,833.90	$95,216.07
Library Manager (Children's Svcs)		*monthly*	$5,809.77	$6,098.46	$6,413.01	$6,720.45	$7,056.21	$7,486.16	$7,934.67
Assistant to the City Manager		*hourly*	$33.52	$35.18	$37.00	$38.77	$40.71	$43.19	$45.78
Police Sergeant	31	*annually*	$70,185.21	$73,697.25	$77,437.76	$81,235.63	$85,304.29	$89,573.21	
Assistant to the Chief		*monthly*	$5,848.77	$6,141.44	$6,453.15	$6,769.64	$7,108.69	$7,464.43	
		hourly	$33.74	$35.43	$37.23	$39.06	$41.01	$43.06	
Assistant Parks and Recreation Dir	19	*annually*	$73,203.39	$76,824.25	$80,797.48	$84,675.97	$88,907.05	$94,318.14	$99,973.22
Senior Project Engineer		*monthly*	$6,100.28	$6,402.02	$6,733.12	$7,056.33	$7,408.92	$7,859.84	$8,331.10
City Recorder/Council Policy Coordinator		*hourly*	$35.19	$36.93	$38.84	$40.71	$42.74	$45.35	$48.06
Finance Manager	25	*annually*	$77,537.66	$81,388.65	$85,537.00	$89,819.09	$94,294.16	$99,884.84	$105,906.37
Planning Manager		*monthly*	$6,461.47	$6,782.39	$7,128.08	$7,484.92	$7,857.85	$8,323.74	$8,825.53
Building Official		*hourly*	$37.28	$39.13	$41.12	$43.18	$45.33	$48.02	$50.92

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective January 1, 2019 - December 31, 2019

Proposed COLA Increase 1/1/19

2.00%

Classification Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Captain	30	*annually*	$86,429.05	$90,770.61	$95,305.39	$100,955.30	$107,051.35	$112,403.91	$118,024.43
Assistant City Attorney		*monthly*	$7,202.42	$7,564.22	$7,942.12	$8,412.94	$8,920.95	$9,366.99	$9,835.37
Assistant City Engineer		*hourly*	$41.55	$43.64	$45.82	$48.54	$51.47	$54.04	$56.74

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

Updated 12/18/18 - 2019 rates including 2% COLA - JK

Court Administrator moved to Grade 23 (brought over range from 2014 and indexed for COLA's)

Library Supervisor added to Grade 23 8/14/19

Building Official range moved from Grade 21 to 25 per CDD memo and salary review 11/12/19

Recreation Supervisor added to Grade 22 11/20/19

Assistant Finance Director replaced with Finance Manager in Grade 25 on 1/1/20

City of West Linn Compensation Plan COLA Increase 1/1/18

Management and Confidential Staff Salary Schedule 2% COLA

Effective January 1, 2018 - December 31, 2018 **1.02**

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
20	Assistant to the Captain	*annually*	$52,488.25	$55,567.77	$58,367.06	$61,166.58	$64,203.70	$67,451.22	$70,684.45
		monthly	$4,374.02	$4,630.65	$4,863.92	$5,097.22	$5,350.31	$5,620.93	$5,890.37
		hourly	$25.23	$26.72	$28.06	$29.41	$30.87	$32.43	$33.98
24	HR Specialist	annually	$55,464.20	$58,277.54	$61,163.71	$64,210.27	$67,446.26	$70,784.34	$74,209.76
	Payroll and Benefits Specialist	*monthly*	$4,622.02	$4,856.46	$5,096.98	$5,350.86	$5,620.52	$5,898.69	$6,184.15
	Court Administrator	*hourly*	$26.67	$28.02	$29.41	$30.87	$32.43	$34.03	$35.68
22	Operations Supervisor		$64,953.82	$68,204.21	$71,629.63	$75,215.45	$78,947.14	$83,670.22	$88,742.91
	Library Circulation Supervisor	*monthly*	$5,412.82	$5,683.68	$5,969.14	$6,267.95	$6,578.93	$6,972.52	$7,395.24
	Accounting Manager	*hourly*	$31.23	$32.79	$34.44	$36.16	$37.96	$40.23	$42.66
	Parks Maintenance Supv.								
21	Building Official	annually	$68,350.21	$71,746.59	$75,447.18	$79,064.11	$83,014.27	$88,072.45	$93,349.09
	Library Manager	*monthly*	$5,695.85	$5,978.88	$6,287.26	$6,588.68	$6,917.86	$7,339.37	$7,779.09
	Library Manager (Children's Svcs)	*hourly*	$32.86	$34.49	$36.27	$38.01	$39.91	$42.34	$44.88
	Assistant to the City Manager								
31	Police Sergeant	annually	$68,809.03	$72,252.20	$75,919.37	$79,642.77	$83,631.65	$87,816.88	
	Assistant to the Chief	*monthly*	$5,734.09	$6,021.02	$6,326.61	$6,636.90	$6,969.30	$7,318.07	
		hourly	$33.08	$34.74	$36.50	$38.29	$40.21	$42.22	
19	Assistant Parks and Recreation Dir	annually	$71,768.03	$75,317.90	$79,213.21	$83,015.66	$87,163.78	$92,468.76	$98,012.96
	Senior Project Engineer	*monthly*	$5,980.67	$6,276.49	$6,601.10	$6,917.97	$7,263.65	$7,705.73	$8,167.75
	City Recorder/Council Policy Coordinat	*hourly*	$34.50	$36.21	$38.08	$39.91	$41.91	$44.46	$47.12
25	Assistant Finance Director	annually	$76,017.32	$79,792.80	$83,859.80	$88,057.93	$92,445.26	$97,926.31	$103,829.78
	Planning Manager	*monthly*	$6,334.78	$6,649.40	$6,988.32	$7,338.16	$7,703.77	$8,160.53	$8,652.48
		hourly	$36.55	$38.36	$40.32	$42.34	$44.44	$47.08	$49.92
29	Police Lieutenant	annually	$80,497.64	$84,541.26	$88,764.83	$94,026.99	$99,704.69	$104,689.91	$109,924.72
		monthly	$6,708.14	$7,045.10	$7,397.07	$7,835.58	$8,308.72	$8,724.16	$9,160.39

City of West Linn Compensation Plan COLA Increase 1/1/18

Management and Confidential Staff Salary Schedule 2% COLA

Effective January 1, 2018 - December 31, 2018 **1.02**

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		hourly	$38.70	$40.64	$42.68	$45.21	$47.93	$50.33	$52.85
30	Police Captain	annually	$84,734.36	$88,990.80	$93,436.66	$98,975.78	$104,952.30	$110,199.91	$115,710.23
	Assistant City Attorney	*monthly*	$7,061.20	$7,415.90	$7,786.39	$8,247.98	$8,746.03	$9,183.33	$9,642.52
	Assistant City Engineer	*hourly*	$40.74	$42.78	$44.92	$47.58	$50.46	$52.98	$55.63

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

Updated 10/16/18 - move Assistant City Engineer from Range 25 to 30 - EP

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective January 1, 2017 - December 31, 2017

COLA Increase 1/1/17
1.20% COLA

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
20	Assistant to the Captain	*annually*	$51,459.07	$54,478.21	$57,222.61	$59,967.24	$62,944.80	$66,128.64	$69,298.48
		monthly	$4,288.26	$4,539.85	$4,768.55	$4,997.27	$5,245.40	$5,510.72	$5,774.87
		hourly	$24.74	$26.19	$27.51	$28.83	$30.26	$31.79	$33.32
24	HR Generalist	annually	$54,376.67	$57,134.85	$59,964.42	$62,951.24	$66,123.78	$69,396.41	$72,754.67
	Payroll and Benefits Administrator	*monthly*	$4,531.39	$4,761.24	$4,997.04	$5,245.94	$5,510.32	$5,783.03	$6,062.89
	Court Administrator	*hourly*	$26.14	$27.47	$28.83	$30.27	$31.79	$33.36	$34.98
22	Operations Supervisor		$63,680.21	$66,866.87	$70,225.13	$73,740.63	$77,399.15	$82,029.63	$87,002.85
	Library Circulation Supervisor	*monthly*	$5,306.68	$5,572.24	$5,852.09	$6,145.05	$6,449.93	$6,835.80	$7,250.24
	Accounting Manager	*hourly*	$30.62	$32.15	$33.76	$35.45	$37.21	$39.44	$41.83
	Parks Maintenance Supv.								
21	Building Official	annually	$67,010.01	$70,339.80	$73,967.82	$77,513.83	$81,386.54	$86,345.54	$91,518.71
	Library Manager	*monthly*	$5,584.17	$5,861.65	$6,163.99	$6,459.49	$6,782.21	$7,195.46	$7,626.56
	Library Manager (Children's Svcs)	*hourly*	$32.22	$33.82	$35.56	$37.27	$39.13	$41.51	$44.00
	Assistant to the City Manager								
31	Police Sergeant	annually	$67,459.84	$70,835.49	$74,430.76	$78,081.15	$81,991.82	$86,094.98	
	Assistant to the Chief	*monthly*	$5,621.65	$5,902.96	$6,202.56	$6,506.76	$6,832.65	$7,174.58	
		hourly	$32.43	$34.06	$35.78	$37.54	$39.42	$41.39	
19	Assistant Parks and Recreation Dir	annually	$70,360.81	$73,841.08	$77,660.01	$81,387.90	$85,454.68	$90,655.65	$96,091.14
	Senior Project Engineer	*monthly*	$5,863.40	$6,153.42	$6,471.67	$6,782.32	$7,121.22	$7,554.64	$8,007.59
	City Recorder/Council Policy Coordinat	*hourly*	$33.83	$35.50	$37.34	$39.13	$41.08	$43.58	$46.20
25	Assistant City Engineer	annually	$74,526.78	$78,228.23	$82,215.49	$86,331.30	$90,632.61	$96,006.19	$101,793.90
	Assistant Finance Director	*monthly*	$6,210.57	$6,519.02	$6,851.29	$7,194.28	$7,552.72	$8,000.52	$8,482.82
	Planning Manager	*hourly*	$35.83	$37.61	$39.53	$41.51	$43.57	$46.16	$48.94
29	Police Lieutenant	annually	$78,919.26	$82,883.58	$87,024.34	$92,183.33	$97,749.70	$102,637.17	$107,769.33
		monthly	$6,576.60	$6,906.97	$7,252.03	$7,681.94	$8,145.81	$8,553.10	$8,980.78

City of West Linn Compensation Plan

Management and Confidential Staff Salary Schedule

Effective January 1, 2017 - December 31, 2017

COLA Increase 1/1/17

1.20% COLA

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		hourly	$37.94	$39.85	$41.84	$44.32	$47.00	$49.34	$51.81
30	Police Captain	annually	$83,072.90	$87,245.88	$91,604.57	$97,035.08	$102,894.42	$108,039.13	$113,441.40
	Assistant City Attorney	*monthly*	$6,922.74	$7,270.49	$7,633.71	$8,086.26	$8,574.53	$9,003.26	$9,453.45
	Deputy Chief Financial Officer	*hourly*	$39.94	$41.95	$44.04	$46.65	$49.47	$51.94	$54.54
	City Engineer								

Revised 3/6/17 - Added Assistant to the City Manager, removed HR Manager and IT Manager, Renamed Development Engineering Supervisor to Senior Project Engineer

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

A 0.59% COLA to be given on 1/1/2016

Updated 7/28/17

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective January 1, 2016 - December 31, 2016

COLA Increase 1/1/16
0.59%

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
20	Assistant to the Captain	*monthly*	$4,237	$4,486	$4,712	$4,938	$5,183	$5,445	$5,706
	Payroll and Benefits Administrator	*hourly*	$24.4466	$25.8809	$27.1847	$28.4885	$29.9031	$31.4156	$32.9215
24	HR Generalist	*monthly*	$4,478	$4,705	$4,938	$5,184	$5,445	$5,714	$5,991
		hourly	$25.8327	$27.1430	$28.4873	$29.9062	$31.4134	$32.9681	$34.5635
22	Operations Supervisor	*monthly*	$5,244	$5,506	$5,783	$6,072	$6,373	$6,755	$7,164
	Library Circulation Supervisor	*hourly*	$30.2525	$31.7664	$33.3618	$35.0319	$36.7700	$38.9698	$41.3324
21	Building Official	*monthly*	$5,518	$5,792	$6,091	$6,383	$6,702	$7,110	$7,536
	Library Manager	*hourly*	$31.8343	$33.4162	$35.1398	$36.8244	$38.6642	$41.0200	$43.4777
31	Police Sergeant	*monthly*	$5,555	$5,833	$6,129	$6,430	$6,752	$7,090	
	Assistant to the Chief	*hourly*	$32.0480	$33.6517	$35.3597	$37.0939	$38.9517	$40.9010	
19	HR Manager	*monthly*	$5,794	$6,080	$6,395	$6,702	$7,037	$7,465	$7,913
	Assistant Parks and Recreation Dir	*hourly*	$33.4262	$35.0796	$36.8938	$38.6648	$40.5968	$43.0676	$45.6499
	City Recorder/Council Policy Coordinator								
	Development Engineering Supervisor								
25	Assistant City Engineer	*monthly*	$6,137	$6,442	$6,770	$7,109	$7,463	$7,906	$8,382
	Assistant Finance Director	*hourly*	$35.4053	$37.1638	$39.0580	$41.0133	$43.0567	$45.6095	$48.3591
	Planning Manager								
	IT Manager								
29	Police Lieutenant	*monthly*	$6,499	$6,825	$7,166	$7,591	$8,049	$8,452	$8,874
		hourly	$37.4921	$39.3754	$41.3425	$43.7934	$46.4378	$48.7597	$51.1978

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective January 1, 2016 - December 31, 2016

COLA Increase 1/1/16
0.59%

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
30	Police Captain	*monthly*	$6,841	$7,184	$7,543	$7,990	$8,473	$8,897	$9,341
	Assistant City Attorney	*hourly*	$39.4653	$41.4478	$43.5184	$46.0983	$48.8819	$51.3260	$53.8924

Revised 4/18/16 - Civil Engineer II reclassed to Development Engineering Supervisor (Range 19)

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

A 0.59% COLA to be given on 1/1/2016

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective January 1, 2015 - December 31, 2015

COLA Increase 1/1/15
2.42%

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
20	Assistant to the Captain	*monthly*	$4,213	$4,460	$4,684	$4,909	$5,153	$5,413	$5,673
	Payroll and Benefits Administrator	*hourly*	$24.3032	$25.7291	$27.0252	$28.3214	$29.7277	$31.2314	$32.7284
24	HR Generalist	*monthly*	$4,451	$4,677	$4,909	$5,153	$5,413	$5,681	$5,956
		hourly	$25.6812	$26.9838	$28.3202	$29.7308	$31.2291	$32.7747	$34.3608
22	Civil Engineer II	*monthly*	$5,213	$5,474	$5,749	$6,037	$6,336	$6,715	$7,122
	Operations Supervisor	*hourly*	$30.0750	$31.5801	$33.1661	$34.8264	$36.5543	$38.7412	$41.0900
	Parks Maintenance Supv.								
	Library Circulation Supervisor								
21	Building Official	*monthly*	$5,486	$5,758	$6,055	$6,345	$6,662	$7,068	$7,492
	Senior Planner	*hourly*	$31.6476	$33.2202	$34.9337	$36.6084	$38.4374	$40.7794	$43.2226
	Library Manager								
31	Police Sergeant	*monthly*	$5,522	$5,799	$6,093	$6,392	$6,712	$7,048	
	Assistant to the Chief	*hourly*	$31.8601	$33.4543	$35.1523	$36.8763	$38.7233	$40.6611	
19	HR Manager	*monthly*	$5,760	$6,045	$6,357	$6,663	$6,996	$7,421	$7,866
	Assistant Parks and Recreation Dir	*hourly*	$33.2301	$34.8738	$36.6774	$38.4380	$40.3587	$42.8150	$45.3821
	Assistant Library Director								
	City Recorder/Council Policy Coordinator								
25	Assistant City Engineer	*monthly*	$6,101	$6,404	$6,730	$7,067	$7,419	$7,859	$8,333
	Assistant Finance Director	*hourly*	$35.1977	$36.9458	$38.8289	$40.7727	$42.8042	$45.3420	$48.0754
	Planning Manager								
	IT Manager								

City of West Linn Compensation Plan
Management and Confidential Staff Salary Schedule
Effective January 1, 2015 - December 31, 2015

COLA Increase 1/1/15
2.42%

	Classification Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
29	Police Lieutenant	*monthly*	$6,461	$6,785	$7,124	$7,546	$8,002	$8,402	$8,822
		hourly	$37.2721	$39.1444	$41.1000	$43.5365	$46.1654	$48.4737	$50.8975
30	Police Captain	*monthly*	$6,801	$7,142	$7,499	$7,944	$8,423	$8,844	$9,287
	Assistant City Attorney	*hourly*	$39.2338	$41.2047	$43.2632	$45.8279	$48.5952	$51.0249	$53.5763

Revised 8/6/15

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

A 2.42% COLA was given on 1/1/2015.

Non-Rep Positions Under 20 hrs		
Street Sweeper Operator (PW)	hourly	$ 25.00
Special Court Reserve (Court Security)	hourly	$ 25.00
Training/Emergency Mgmt Specialist (Police)	hourly	$ 27.00
City Courier (Parks Ranger)	hourly	$ 21.00
Municipal Court Judge	monthly	$3,641.00

Compensation Structure
Management and Non-Represented Salary Schedule
Effective January 1, 2014

COLA Increase 1/1/14
1.93%

HTE Codes			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
18	HR Assistant	*monthly*	$ 3,911	$ 4,110	$ 4,315	$ 4,529	$ 4,758	$ 4,992	$ 5,234
		hourly	$ 22.5635	$ 23.7129	$ 24.8925	$ 26.1274	$ 27.4489	$ 28.8013	$ 30.1969
20	Assistant to the Captain	*monthly*	$ 4,113	$ 4,354	$ 4,574	$ 4,793	$ 5,031	$ 5,286	$ 5,539
	Payroll and Benefits Administrator	*hourly*	$ 23.7290	$ 25.1211	$ 26.3867	$ 27.6523	$ 29.0253	$ 30.4934	$ 31.9551
24	HR Generalist	*monthly*	$4,346	$4,567	$4,793	$5,032	$5,285	$5,547	$5,815
	Court Administrator	*hourly*	$ 25.0744	$ 26.3462	$ 27.6510	$ 29.0283	$ 30.4912	$ 32.0003	$ 33.5489
23	Accounting Supv.	*monthly*	$4,532	$4,691	$5,000	$5,250	$5,508	$5,782	$6,071
	Deputy Director, Human Resources	*hourly*	$ 26.1486	$ 27.0645	$ 28.8438	$ 30.2869	$ 31.7762	$ 33.3578	$ 35.0251
22	Civil Engineer II	*monthly*	$5,090	$5,345	$5,613	$5,894	$6,186	$6,556	$6,954
	Recreation Manager	*hourly*	$ 29.3644	$ 30.8339	$ 32.3825	$ 34.0036	$ 35.6906	$ 37.8258	$ 40.1191
	Accounting Manager								
	Finance Analyst								
	Operations Supervisor								
	Principal Librarian								
	Parks Maintenance Supv.								
	City Recorder								
21	Senior Planner	*monthly*	$5,356	$5,622	$5,912	$6,196	$6,505	$6,901	$7,315
	Building Official	*hourly*	$ 30.8998	$ 32.4353	$ 34.1083	$ 35.7434	$ 37.5292	$ 39.8159	$ 42.2014

Compensation Structure
Management and Non-Represented Salary Schedule
Effective January 1, 2014

COLA Increase 1/1/14
1.93%

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
21-2	HR Manager	*monthly*	$ 5,624	$ 5,902	$ 6,207	$ 6,505	$ 6,830	$ 7,246	$ 7,680
	Assistant Parks and Recreation Dir	*hourly*	$ 32.4450	$ 34.0498	$ 35.8108	$ 37.5298	$ 39.4051	$ 41.8034	$ 44.3098
	Assistant Library Director								
	City Recorder/Council Policy Coordinator								
25	Assistant to the City Manager	*monthly*	$5,957	$6,253	$6,571	$6,900	$7,244	$7,674	$8,136
	Assistant City Engineer	*hourly*	$ 34.3660	$ 36.0728	$ 37.9114	$ 39.8093	$ 41.7928	$ 44.2706	$ 46.9395
	Assistant Finance Director								
	Planning Manager								
	IT Manager								
31	Police Sergeant	*monthly*	$5,392	$5,662	$5,949	$6,241	$6,553	$6,881	
	Assistant to the Chief	*hourly*	$ 31.1073	$ 32.6639	$ 34.3217	$ 36.0050	$ 37.8083	$ 39.7004	
30-1	Police Lieutenant	*monthly*	$ 6,308	$ 6,625	$ 6,956	$ 7,368	$ 7,813	$ 8,203	$ 8,614
		hourly	$ 36.3915	$ 38.2195	$ 40.1289	$ 42.5078	$ 45.0746	$ 47.3283	$ 49.6949
30	Police Captain	*monthly*	$6,640	$6,973	$7,322	$7,756	$8,224	$8,635	$9,067.14
	Deputy Chief Financial Officer	*hourly*	$ 38.3068	$ 40.2311	$ 42.2410	$ 44.7451	$ 47.4470	$ 49.8193	$ 52.3104
	City Engineer								
	Assistant City Attorney								

Revised 11/7/14

Compensation Structure
Management and Non-Represented Salary Schedule
Effective January 1, 2013

Rate Increase 1/1/13
2.21%

HTE Codes			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
18	HR Assistant	*monthly*	$ 3,837	$ 4,032	$ 4,233	$ 4,443	$ 4,668	$ 4,898	$ 5,135
		hourly	$ 22.1362	$ 23.2639	$ 24.4211	$ 25.6327	$ 26.9292	$ 28.2560	$ 29.6252
20	Assistant to the Captain	*monthly*	$ 4,035	$ 4,272	$ 4,487	$ 4,702	$ 4,936	$ 5,185	$ 5,434
	Payroll and Benefits Administrator	*hourly*	$ 23.2797	$ 24.6455	$ 25.8870	$ 27.1287	$ 28.4757	$ 29.9160	$ 31.3501
24	HR Generalist	*monthly*	$4,264	$4,480	$4,702	$4,936	$5,185	$5,442	$5,705
	Court Administrator	*hourly*	$ 24.5996	$ 25.8474	$ 27.1275	$ 28.4787	$ 29.9139	$ 31.3944	$ 32.9137
23	Accounting Supv.	*monthly*	$4,447	$4,602	$4,905	$5,150	$5,404	$5,673	$5,956
	Deputy Director, Human Resources	*hourly*	$ 25.6535	$ 26.5520	$ 28.2977	$ 29.7135	$ 31.1746	$ 32.7262	$ 34.3619
	City Recorder								
22	Civil Engineer II	*monthly*	$4,993	$5,243	$5,507	$5,782	$6,069	$6,432	$6,822
	Recreation Manager	*hourly*	$ 28.8084	$ 30.2501	$ 31.7693	$ 33.3597	$ 35.0148	$ 37.1096	$ 39.3594
	Accounting Manager								
	Finance Analyst								
	Operations Supervisor								
	Principal Librarian								
	Parks Maintenance Supv.								
21	Senior Planner	*monthly*	$5,255	$5,516	$5,800	$6,078	$6,382	$6,771	$7,176
	Building Official	*hourly*	$ 30.3148	$ 31.8211	$ 33.4624	$ 35.0666	$ 36.8186	$ 39.0620	$ 41.4023

Compensation Structure
Management and Non-Represented Salary Schedule
Effective January 1, 2013

Rate Increase 1/1/13
2.21%

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
21-2	HR Manager	*monthly*	$ 5,517	$ 5,790	$ 6,090	$ 6,382	$ 6,701	$ 7,109	$ 7,535
	Assistant Parks and Recreation Dir	*hourly*	$ 31.8306	$ 33.4051	$ 35.1327	$ 36.8192	$ 38.6590	$ 41.0119	$ 43.4708
	Assistant Library Director								
25	Assistant to the City Manager	*monthly*	$5,844	$6,134	$6,447	$6,770	$7,107	$7,528	$7,982
	Assistant City Engineer	*hourly*	$ 33.7153	$ 35.3898	$ 37.1936	$ 39.0556	$ 41.0014	$ 43.4324	$ 46.0507
	Assistant Finance Director								
31	Police Sergeant	*monthly*	$5,290	$5,555	$5,836	$6,123	$6,429	$6,751	
	Assistant to the Chief	*hourly*	$ 30.5183	$ 32.0454	$ 33.6719	$ 35.3233	$ 37.0924	$ 38.9487	
30	Police Captain	*monthly*	$6,514	$6,841	$7,183	$7,609	$8,068	$8,472	$8,895
	Deputy Chief Financial Officer	*hourly*	$ 37.5815	$ 39.4693	$ 41.4411	$ 43.8979	$ 46.5486	$ 48.8760	$ 51.3199
	City Engineer								
	Assistant City Attorney								
	Municipal Court Judge	monthly	$3,641.00						

Revised 11/18/2013

Compensation Structure
Management and Non-Represented Salary Schedule
Effective January 1, 2012

Rate Increase 1/1/12
2.74%

HTE Codes			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
18	HR Assistant	*monthly*	$ 3,754	$ 3,945	$ 4,141	$ 4,347	$ 4,567	$ 4,792	$ 5,024
		hourly	$ 21.6576	$ 22.7609	$ 23.8931	$ 25.0785	$ 26.3469	$ 27.6450	$ 28.9846
19									
20	Assistant to the Captain	*monthly*	$ 3,948	$ 4,180	$ 4,390	$ 4,601	$ 4,829	$ 5,073	$ 5,317
	Payroll and Leave Administrator	*hourly*	$ 22.7763	$ 24.1126	$ 25.3273	$ 26.5421	$ 27.8600	$ 29.2692	$ 30.6722
24	HR Generalist	*monthly*	$4,172	$4,383	$4,600	$4,830	$5,073	$5,324	$5,582
	Court Administrator	*hourly*	$ 24.0677	$ 25.2885	$ 26.5409	$ 27.8629	$ 29.2671	$ 30.7156	$ 32.2020
23	Accounting Supv.	*monthly*	$4,350	$4,503	$4,799	$5,039	$5,287	$5,550	$5,827
	City Recorder	*hourly*	$ 25.0988	$ 25.9779	$ 27.6858	$ 29.0710	$ 30.5005	$ 32.0186	$ 33.6189
	Deputy Director, Human Resources								
	Parks Maintenance Supv.								
22	Civil Engineer II								
	Recreation Manager	*monthly*	$4,885	$5,130	$5,388	$5,657	$5,938	$6,293	$6,675
	Accounting Manager	*hourly*	$ 28.1855	$ 29.5960	$ 31.0824	$ 32.6384	$ 34.2577	$ 36.3072	$ 38.5084
	Finance Analyst								
	Operations Supervisor								
	Principal Librarian								
21	Senior Planner								
	Building Official	*monthly*	$5,141	$5,396	$5,675	$5,947	$6,244	$6,624	$7,021
	Assistant Finance Director	*hourly*	$ 29.6593	$ 31.1331	$ 32.7389	$ 34.3084	$ 36.0225	$ 38.2174	$ 40.5071

21-2	HR Manager	*monthly*	$ 5,398	$ 5,665	$ 5,958	$ 6,244	$ 6,556	$ 6,955	$ 7,372
		hourly	$ 31.1424	$ 32.6828	$ 34.3731	$ 36.0231	$ 37.8231	$ 40.1251	$ 42.5309

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
25	Assistant to the City Manager	*monthly*	$5,718	$6,002	$6,307	$6,623	$6,953	$7,365	$7,810
		hourly	$ 32.9863	$ 34.6246	$ 36.3894	$ 38.2111	$ 40.1149	$ 42.4933	$ 45.0550
31	Police Sergeant	*monthly*	$5,175	$5,434	$5,710	$5,990	$6,290	$6,605	
	Assistant to the Chief	*hourly*	$ 29.8584	$ 31.3525	$ 32.9438	$ 34.5595	$ 36.2904	$ 38.1065	
30	Police Captain								
	Deputy Chief Financial Officer	*monthly*	$6,373	$6,693	$7,028	$7,444	$7,894	$8,289	$8,703
	City Engineer	*hourly*	$ 36.7689	$ 38.6159	$ 40.5451	$ 42.9487	$ 45.5421	$ 47.8192	$ 50.2103
	Assistant City Attorney								

Modified 4/27/12

COMPENSATION STRUCTURE

Department Directors and Management Salary Schedule

Effective January 1, 2010 - December 31, 2010 (+0%)

			Low	High
10	Police Chief	*monthly*	$ 6,630	$ 9,048
	Public Works Director	*hourly*	$ 38.2515	$ 52.2032
	Planning Director			
	Finance Director			
11	Parks & Rec Director	*monthly*	$ 6,224	$ 8,501
	Library Director	*hourly*	$ 35.9092	$ 49.0441
	HR Director			
	Chief Technology Officer			

Compatibility Report for 2012 Mid Mgt Salary Schedules.xls
Run on 12/27/2012 15:47

The following features in this workbook are not supported by earlier versions of Excel. These features may be lost or degraded when you save this workbook in an earlier file format.

Minor loss of fidelity	# of occurrences
Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.	10

Comments: West Linn City Council Meeting 7-11-22
Agenda item 6. a. Athey Creek Infrastructure Improvements Intergovernmental Agreement with the West Linn-Wilsonville School District

Betty Reynolds, Ph.D.

Thank you for the opportunity of commenting on the proposed Athey Creek Infrastructure Agreement. As a resident of West Linn, I have several concerns about the proposed IGA.

Scope and Design of Project; Citizen Involvement

The IGA is much more than a shared cost agreement with the School District. The IGA states, "District and City agree that the scope of public improvements to be completed is in accordance with the drawings by KPFF dated May 26, 2022;" thus, the IGA would be the City Council's first approval of the scope and design of the project.

Up to this point, advisory committees, the Planning Commission, community members and City Council have reviewed *conceptual* aspects of the project; they were plans, proposals, and concepts. For example, Willamette Falls Drive *Concept Plan* left many questions unanswered, such as whether the "*Potential* Roundabout" next to Fields Bridge would be best as a roundabout or conventional intersection until more information about the intersection and traffic volumes were available. Other questions included whether it would be safe and permissible to locate parking spaces near the roundabout on WFD. In fact, the CDC prohibits such parking: "Chapter 85.200 Streets A. (5) d. -...On-street parking is not allowed unless part of a Street Master Plan."

For the first time, the KPFF drawings are available to the public, but the pre-application process, and the staff report for the IGA state that no public hearing is required. There have been many changes to the earlier concepts. Status updates for the Athey Creek Middle School Improvements on the City's website indicate "approval" of the design and plans occurred in May 2022. However, the approval stamp on the drawing was by planning staff, without any public input or City Council approval.

This fast-track approval approach lacks transparency, and bypasses the public involvement process required by Oregon law and Land Use Goals. For example, Oregon Revised Statutes require notice to interested persons: "ORS 192.640 Public notice required; special notice for executive sessions or special or emergency meetings. (1) The governing body of a public body shall provide for and give public notice, reasonably calculated to give actual notice to interested persons the public should have an opportunity to be heard..." In keeping with the spirit and letter of the law, notice should be provided to interested person who could reasonably be assumed to have an interest, including potentially affected property owners, the writers of 53 letters and e-mails by the city and the 500 petitioners regarding the Dollar Street site. In addition, Neighborhood Associations, Advisory Groups and the Planning Commission have not had an opportunity to provide input on the scope of improvements and design/drawings.

Further, acting upon this IGA without first having engaged members of the public on the scope of improvements and KPFF's drawings/ design, is contrary to the purpose and intent of Oregon's Statewide Planning Goal 1- Citizen Involvement, to develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Also, approval of the IGA before permits are obtained invites legal and financial risks, and potential environmental damage if construction proceeds before permits are granted and requisite mitigation is known.

Compliance with Laws, Requirements of Agencies, Entities

Multiple Agencies, Entities with Jurisdiction. At the June 16, 2022, pre-application conference for improvements to Willamette Falls Drive adjacent to Fields Bridge Park, staff identified only three permits to be obtained. However, multiple governmental entities with jurisdiction should be consulted and their laws, rules, and requirements complied with.

For example, the US Environmental Protection Agency identifies 20 governmental agencies and entities involved in the Tualatin River riparian restoration project and implementation of agricultural and urban best management practices. They included,

Oregon Department of Environmental Quality
Oregon Dept of Agriculture
EPA
Clean Water Services
National Pollutants Discharge Elimination Program
Natural Resources Conservation Services
Oregon Watershed Enhancement Board
Tualatin Soil and Water Conservation District
US Department of Agriculture
Conservation Reserve Enhancement Program
Tualatin River Watershed Council
Tualatin Riverkeepers
Oregon Department of Agriculture
Oregon Department of Forestry
Multnomah, Clackamas, and Washington counties
The cities of Portland, West Linn, Tualatin, and Lake Oswego.

Recent advice from an environmental law attorney confirms that the Department of State Lands and Army Corps of Engineers should be consulted regarding disturbance of wetlands and floodplain areas. Clean Water Act permits, a DEQ construction discharge permit should have been in place before construction began. DEQ and CWA Water Quality Certification must be assured, a Federal Emergency Management Agency Floodplain permit may be needed, the Department of Geology and Mineral Industries, DSL and Oregon Department of Fish and Wildlife may all have requirements.

Also, when FEMA regulations were modified to reflect settlement of Endangered Species Act litigation, a Schwabe Williamson Wyatt attorney stated that areas subject to the regulations are part of riparian habitat zones extending 150 to 250 feet from high water, which is beyond the 100-year floodplain. New uses, such as athletic fields and parking lots, are restricted in favor of keeping the spaces open

During consideration of a proposed trail along this section of the Tualatin River in 2011, Oregon Department of Fish and Wildlife District Habitat Biologist for the North Willamette Watershed District, Elizabeth J. Ruther, submitted a report to the City. The report identified the importance of riparian

buffers, native vegetation, and protection of sensitive resources related to habitat, fish, and wildlife and identified multiple species potentially impacted: herons and waterfowl, red legged frog habitat, pileated woodpeckers. and she stressed the importance of protection of habitat for nesting mammals as a dwindling and critical resource.

She said the river plays a critical role as a safe movement corridor, and the small buffer area is critical to the passage of a number of species. Further, a natural riparian buffer increases water quality to protect ESA listed fish species. She commented that, “Not anywhere in West Linn, on the Tualatin River, is a trail appropriate…too small of a buffer area.”

HCAs, Land Use Goals. Compliance by the District with the City’s Habitat Conservation Area (HCA) requirements is questionable. The District’s application identifies four different areas in the HCA which are in the area needed for the roundabout, and each will be impacted. The District acknowledges the HCA protection requirements in the CDC but flatly states that the "impacts cannot be avoided."

These impacts appear to conflict with Planning Manager Darren Wyss' findings in his June 16, 2021, staff report for the WFD Concept Plan (page 11) regarding Statewide Planning Goal 6 – Air, Water, and Land Resource Quality: To maintain and improve the quality of air, water, and land resources of the state. The report states, “The City is currently in compliance with Metro’s Title 3: Water Quality and Flood Management program, which implements Goal 6.”

Also, "The amendment does not alter the City’s acknowledged land use programs regarding water quality and flood management protections. The City is included in the Metro Area Airshed, which is in compliance with Federal Clean Air Act regulations. The West Linn TSP and Willamette Fall Drive Concept Plan were developed following the rules and guidance found in Oregon Revised Statute 660-012 and the Metro Regional Transportation Plan. Both outline strategies for decreasing vehicle miles traveled and single-occupancy vehicle trips, which are intended to help improve air quality in the Metro Area Airshed. As a result, the amendments are in compliance with Goal." Mr. Wyss's claim that water quality and flood management protections will not change inconsistent with the impacts identified in the District’s application, the updated drawings, etc.

Further, the potential impacts appear to conflict with Statewide Planning Goal 7 – Areas Subject to Natural Hazards: To protect people and property from natural hazards. Mr. Wyss' findings are: "The City is currently in compliance with Goal 7 and Metro’s Title 3: Water Quality and Flood Management program. The amendment does not alter the City’s acknowledged Goal 7 land use programs. No changes will occur to current natural hazard protections. As a result, the amendments are in compliance with Goal 7".

Unfortunately, the proposed improvements, some of which were included in the WFD Concept plan, will result in a negative impact to protected areas. For that matter, the KPFF design/drawings demonstrate multiple impacts on the environment: six retaining walls, a large roundabout, widening of WFD, etc., cannot be constructed *without* impacting the HCA.

Safety of retaining walls in FEMA flood zone. The retaining wall in the new KPFF design was not envisioned in earlier conceptual planning. Construction of the wall will require extensive excavation, and a Division of State Lands permit would require mitigation of where to place the excavated fill.

It is concerning that the retaining wall is well within the 100 Year Flood Zone area that was inundated by floodwaters two years in a row: in 1996 and again in 1997. With climate change, catastrophic natural events such as these floods and landslides can be expected to occur more frequently. Construction of the new Fields Bridge reportedly involved drilling 45 to 60 ft down to reach bedrock to have solid support. How deep will the supporting structures for roundabout and retaining wall be?

Another concern is that adding or removing significant amounts of fill will cause downstream erosion that might adversely affect downstream property owners. With limited buffers and multiple riverfront homes, residents along the Tualatin River should receive notice and information have the opportunity for input before an IGA is signed. Action on the IGA should be postponed until DSL is contacted and provides information on what mitigation will be required.

Standards for roundabouts; Tualatin Valley Fire and Rescue. There's a lack of overall City of West Linn standards for roundabouts. Although the 2016 Transportation System Plan Table 12 indicates that traffic circles do not belong on minor arterials (based on Tualatin Valley Fire and Rescue emergency vehicles and safety guidelines) at this point there is no indication that TVFR has approved the proposed improvements. It is imperative to know whether TVFR can adequately respond to the safety of school children, educators, and staff. TVFR should approve the proposed improvements before an IGA is signed

ODOT. Compliance with ODOT, transportation, and safety requirements is uncertain. The traffic study identifies a problem at the nearest 4-way intersection at Ostman Road, but the District indicates that will not be addressed. Traffic problems will be likely exacerbated by I-205 tolling, but a traffic study was never done to assess the impact of tolling. The applicant's traffic study states, "The Willamette Falls Drive/Ostman Road intersection fails to meet the operating standard under all of the future scenarios. But that, there is currently no desire to change the traffic control at Willamette Falls Drive/Ostman Road."

It remains to be seen whether ODOT' is aware of or will approve of the project, which is in close proximity to I-205. A traffic study on the potential impacts of I-205 tolling should be completed *before* an IGA is approved.

Carefully review and revise IGA

Previously identified inaccuracies in the Resolution regarding the IGA should be corrected. In addition, the IGA is a binding contract, and a careful review is warranted. Despite a comment to the effect that if permits weren't issued then construction would not proceed, there no provision in the IGA for the City to unilaterally withdraw. For example, if the permits require unforeseen costly and/or cumbersome mitigation and the District refuses to make adjustments, litigation could follow.

The IGA should be thoroughly reviewed and revised as necessary *after* a public hearing on the proposed improvements and *after* all requisite permits are completed.

Thank you for your consideration.

Mollusky, Kathy

From: Emma Jones <[redacted]>
Sent: Monday, July 11, 2022 4:59 PM
To: Planning Commission (Public); City Council
Subject: Concerned Citizen in West Linn

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Hello,

My name is Emma Jones. I am a resident in Wendy court in River Heights. I have attended elementary through high school in West Linn.

I have concern for the construction of the school and voting for the round about because construction is not following permit approval.

We have seen this when the stumps on the new Athey creek property were removed before summertime even though construction workers were instructed to wait for the ground to dry. Let alone construction of the school began BEFORE permits were issued!

CONSTRUCTION IS NOT FOLLOWING PERMITS. It's preceding! This is so elementary to building to code and monitoring the job being done. This is a land slide prone area, and an area with much wildlife present along the Tualatin.

I have concern for the city council's lack of thought for the environment and lack of curiosity in how these plans will impact the Tualatin river, wildlife, and the general watershed. The council seems to be too excited to vote yes and not using judgement and critical thinking skills. With plans this big we need to be asking questions and have concern for the rushed slap up job I am seeing.

Regarding the round about, how large will the retaining wall be? What environmental impact is this having being so close to the water? Let's get permits approved before we consider moving forward.

As a concerned citizen I am requesting the council follow proper permitting as we move forward through constructions.

Emma Jones

Mollusky, Kathy

From: John J. McCabe <[redacted]>
Sent: Monday, July 11, 2022 2:19 PM
To: Baumgardner, Mary; Relyea, William; Jones, Todd; Bialostosky, Rory; Walters, Jules
Cc: Gabrielatos, Jerry; Calvert, Lance; Williams, John; Mollusky, Kathy
Subject: Dollar Street Time Table-7/11/22 Council Meeting
Attachments: Image (438).jpg

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To all;

I know I am owed an apology by Lance Calvert for statements he has made about me and informing employees with the Public Works Department to not have contact with me. I am telling the truth, and it should be accepted that way.

To begin with the Dollar Street CUP has been attached to this email. The Brandon Place Extension that was approved by the Planning Commission (emergency use only) was not appealed by the WLWV before the City Council. Ample opportunity was provided to make an appeal before proceeding with any activity on Dollar Street.

The approval of the IGA will eliminate the Brandon Place Extension as an emergency use only yet, as the scope (and the construction that is already occurring for the road) is in violation of the restriction of Brandon Place Extension. This includes cross walks on Dollar Street that were never approved as there was to be no parking along Dollar Street in the application to discourage parking on Dollar Street and the River Heights Neighborhood for any public and school events at the site.

Approval of the IGA voids this action as access from Parking along Dollar Street will now occur (it already does as construction employees have parked in River Heights Neighborhood when they are late for work.).

The first meeting that WLWV staff had with WNA was on 1/8/20 (before the COVID lockdown). At that time there was no talk of the roundabout. At that time Ms. Ludwig stated that the entry for the school would be a traffic light that would be placed at the east entry from the Fields Bridge Park.

Many months later the public was informed that the City of West Linn would not accept the traffic light at Fields Bridge.

https://westlinnoregon.gov/sites/default/files/fileattachments/planning/project/52925/west_linn_willamette_falls_drive_2021_conceptual_design_plan.pdf

April 2021 a "concept" report for a roundabout at Fields Bridge along with a "future" connection to Dollar Street (see page 18 of the above link). This was presented to the Planning Commission on 5/5/21.

The concept plan for all of Willamette Falls Drive was presented on 6/16/21 for approval. The cost presented for the whole project at that time was $73 Million Dollars. The concept plan was forwarded to the City Council for consideration at the meeting on 7/12/21.

https://westlinnoregon.gov/planning/planning-commission-meeting-171

> Planning Commission Meeting - West Linn, Oregon
>
> Address: 22500 Salamo Road. Phone: 503-656-3535. Counter Hours: Monday-Thursday: 9:00am to Noon
>
> westlinnoregon.gov

On July 7, 2021 the Planning commission began the hearing for Dollar Street. The City Council had not yet approved the WFD plan until 7/12/21. What was stated was that the **roundabout was a concept to be designed at a later date.**

In May, 2022 the WNA was provided updated drawings for the roundabout. I for one was never provided any drawings for the roundabout by the City of West Linn. I for one have had to go to other parties who do not wish to be disclosed to obtain the additional information for the roundabout.

Since the Planning Comision is a Quasi-Judicial Body, their decisions are binding. Advisory Groups are just that Advisory.

In the October 4, 2021 City Council Meeting at Video time 2:34 WLWV staff agreed to accept condition 10 of CUP21-02
file:///C:/Users/dbjmc/Documents/cup-21-02_signed_final_decision_and_order.pdf

The approval of the IGA overrides condition 10, at an economic cost for the City of West Linn.

In summary (well I will wait until tonight to provide additional information) there has been no venue to have the roundabout design and construction ever reviewed as it was only a concept during the Planning Department hearing. The public has been unable to obtain drawings from City Hall if we are not accepted by the "gatekeeper".

As for the Brandon Place Extension why does the community have to be forced by one City Manager to resurrect a through street that was denied, and not appealed for by the applicant?

John McCabe
[redacted]

Mollusky, Kathy

From: Karie Oakes <[redacted]>
Sent: Monday, July 11, 2022 6:58 PM
To: City Council
Cc: Williams, John
Subject: Agenda item 6a. Proposed Athey Cr. IGA, re: Questions about Retaining Walls

Dear Mayor Walters and Councilors,

I have questions regarding the *City's* proposed street improvements on WFD along Fields Bridge Park and ask the presiding officer to be certain these are answered. Like others, I am having trouble visualizing the bike lane, sidewalk, parking and roundabout improvements and how they impact the existing park uses like the pedestrian trail, ball field and habitat conservation areas, and the experience for people and animals using the park.

The Engineering Department provided the final and highly technical plans as part of this IGA, however, I expected, as did many people and the WNA did, for the technical information to be available in a simplified and understandable form and for it to be presented to the public in sufficient time to provide comments and have their questions answered. I thought that was the purpose of last week's work session.

Usually, simplified plans are presented by the applicant at land use proceedings to determine if the proposed plans meet the criteria permitting development, **BEFORE** investing in technical plans. But in this case, the City Engineering Department, who will eventually be the applicant, asks Council to fund and approve the technical plans before knowing if our community development code permits these street improvements within the protected area of the Tualatin River and wetlands. The school district portion of the roundabout and street improvements are permitted, but **the City portion of the roundabout and street improvements are not permitted.** Essentially, **City Engineering is asking the Council to approve the IGA on the ASSUMPTION** that the Willamette and Tualatin River Protection permit, the Water Resource Area Protection permit, and the Flood Management Areas permit will be approved later.

I've heard people concerned by the size and placement of retaining walls needed on the steep slope. I believe **there are actually 4 retaining walls (A,B,C,F) impacting the park.** See plans Set 1/3 pages 29-36. It appears that retaining walls encompass most of the project, although it is difficult to determine without a sheet of the entire project showing retaining walls, which engineers may not need, but would help people envision the overall impact. It would also help to know the length and height variations of each retaining wall to put it into the perspective of people using the trail and picnic shelter. Attached are Set 1/3 plans with my attempts to make these determinations on some of the retaining walls as highlighted and noted. These and other planned improvements would be better understood and visualized with a simplified plan. It just isn't reasonable to expect the layman to read engineered designs.

I therefore respectfully request the Council to honor our community development code and public participation and the WNA request to postpone the IGA decision by postponing it until the land-use proceedings are concluded. There is a misconception that this has been fully vetted by the public because Council approved the WFD Concept Plan, that can't be further from the truth.

Please refer to my comments submitted June 21 for other reasons to postpone.

Thank you for considering my comments.

Sincerely,

Karie Oakes

Karie Oakes, West Linn resident

June 21, 2022

Re: Comments about IGA with school district for public improvements on Willamette Falls DR

Dear Council,

Please reschedule this agenda item to a future regular Council meeting for the following reasons:

- To follow proper procedures by allowing time for City Public Works/Engineering to apply for the three required land-use permits for the project before you commit funding over $2,000,000 and City collaboration by approving the IGA.

The pre-application conference for the project was June 16 and was held despite noticing errors and lack of a site plan showing the protected water resources, 100-year flood line and habitat conservation area the project proposes to impact, as required by the application. I estimate it will take two months for the quasi-judicial proceedings and the Planning Manager's decision to be effective unless the Planning Commission or someone with standing appeals to the Council for review, in which case, it will take that much more time. And then there's the possibility that the Council decision will be appealed to the Land Use Board of Appeals (LUBA).

- Approval of the IGA would show Council support for the project and be evidence of bias, likely generating challenges to the impartiality of the Planning Manager and Council in the quasi-judicial proceedings for the required Willamette River and Tualatin Greenway Permit (WRG), the Water Resource Area Permit (WAP) and the Flood Management Permit.

- The City Engineer promised the Council, the Planning Commission and members of the public during and following the Willamette Falls Drive Concept Plan approval process that there would be further opportunity to review the roundabout and street improvements.

Now is not the time for that review. The proper time is in review of the application for the three permits, when it will be determined through the proper public land-use process to determine if the proposed increased development of environmentally sensitive and hazardous land for transportation uses should be allowed.

- Uphold Council Rule that provides Council and the public reasonable time to review and prepare for a business meeting. "Written notice of a special meeting shall be given to

the Council, media and public, with as much advance (up to 10 days) notice as possible, and no less than 24 hours in advance of the meeting." page 7.

Notice was given just 5 days in advance when the agenda and agenda packet of information were posted on the City website after close of business hours on Thursday June 16. City offices were closed Friday-Monday (holiday) and opened today at 7:30 am. Written comments to Council were requested by 12:00 noon. It is unreasonable to expect the Council and public to be prepared tonight.

- Uphold Council Rule that provides "Special meetings are to be utilized only when absolutely necessary and public comment shall be taken."

There is no reason for this item to remain on this special meeting agenda. City Public Works/Engineering has long been aware or should have been aware of the need to obtain the three permits, however they did not apply for the permits. For some undisclosed reason, City Public Works/Engineering proceeded to collaborate with the school district to draft and approve the final engineering plans without first obtaining the required land-use permits.

It is likely that the quality and quantity of public comments on this agenda item were negatively impacted by the insufficient notice and opportunity to prepare.

- There are a number of statements in the recitals and findings of the IGA that need review and data to substantiate their accuracy regarding:

1. the need to expand school and transportation facilities based on City and school district growth,
2. the scope of the project impacting Fields Bridge Park as proposed in the City ballot measure 3-572 approved by voters.
3. the school will be accessed from Willamette Falls DR by the Brandon ST extension however, the school land use permit condition of approval #10 allows only emergency vehicle access.
4. "The District shall obtain the necessary land use approvals and permits to develop the middle school and construct the City Improvements prior to the commencement of construction of the City Improvements." City Public Works/Engineering applied for the pre-application conference for the three required land use permits. Perhaps the District will obtain the building permits.

It is important to understand the recitals and findings of the IGA are what give Council authority, as stated in the IGA:

"NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the undersigned parties jointly and respectively agree as follows: The recitals above are included herein as findings in support of the respective parties' authority pursuant to ORS 190.003 et seq. and ORS 280.150."

I have been able to do only a cursory review of the IGA due to the late notice and would like to do better. I set aside many priorities for me today in order to provide these written comments which took many hours to produce. I would apologize for submitting them to you at this late hour, but this situation was created by the late notice. I can't begin to imagine the position it put Council in.

I hope you have time to read my comments before the hearing. I am disappointed that Council will no longer read comments into the record because I probably will not be able to attend the meeting to provide oral comments due to a prior commitment.

Good luck. I wouldn't want to be in your position.

Thank you.

Mollusky, Kathy

From: Teri Cummings <[redacted]>
Sent: Monday, July 11, 2022 5:15 PM
To: Mollusky, Kathy; Walters, Jules; Williams, John; Relyea, William; Bialostosky, Rory; Baumgardner, Mary; Jones, Todd; Gabrielatos, Jerry
Subject: Agenda Bill 2022-06=21-06-IGA, Please add attached letter to the record of July 11, 22 mtg
Attachments: July 11 2022_ letter for Agenda Bill 2022.docx; Cummings List of questions_ Agenda bill 2022-06-21-06 Athey Creek MS.pdf; All phases.docx; 2016 TSP Table 26, page_ Parking on Minor Arterial_ Roadway cross section standards.jpg

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Dear Ms. Mollusky, please add my letter and attachments to the record of tonight's meeting and add me to the list for community comments and comments on Agenda Bill 2022-06-21-06 IGA.
Thank you,
Teri Cummings

Table 26: City of West Linn Roadway Cross Section Standards

Street Element	Characteristic	Width/Options
Vehicle Lane Widths (Typical widths)	Minor Arterial	11-12 feet
	Collector	10-12 feet
	Neighborhood Route	10-12 feet
	Local	10-12 feet
On-Street Parking	Minor Arterial	Limited (in designated commercial zones)
	Collector	Optional (8 feet typical width)
	Neighborhood Route	Optional (8 feet typical width)
	Local	Optional (8 feet typical width)
Bicycle Lanes (Typical widths)	Arterial	5 feet
	Collector	5 feet
	Neighborhood Route	5 feet
Cycle Track	Minor Arterial (30 MPH or greater)	7 feet
	Collector (30 MPH or greater)	7 feet
	Minor Arterial	6 feet, 10-12 feet in commercial zones

Oregon Statewide Planning Goal 1

Calls for an opportunity for citizens to be

Involved in **ALL** phases of the planning process

Public involvement is a required part of land use planning in Oregon. This requirement is one of the things that make Oregon's land use planning program unique. The requirement for public participation is written in the first goal of nineteen in the statewide land use planning system. It requires each city and county to have a citizen involvement program that addresses:

Opportunities for widespread public involvement

Effective two-way communication with the public

The ability for the public to be involved in all phases of the planning process

Making technical information easy to understand

Feedback mechanisms for policy-makers to respond to public input, and

Adequate financial support for public involvement efforts

The goal also calls for local governments to have a committee for citizen involvement (CCI) to monitor and encourage public participation in planning.

Teri Cummings' request for information- Agenda Bill 2022-06-21-06- IGA Athey Creek MS

Street access, safety, steepness, curve angles

Access- Some of WLWV's drawings seem to indicate that Brandon Pl. connects with Dollar Street and the East Parking lot. That appears to conflict with COA #9 stipulates that Brandon Pl. Extension is not a public street and is for "emergency vehicle access only."

This potential conflict needs to be addressed prior to approval of contract.

Steepness- CDC 48.030 (E) (5)- requires that grade shall not exceed 10% on average, no grade over 15%.

What is the average grade of Brandon Pl. from edge of roundabout to entrance to west parking lot? How much is the estimated cut and fill?

What is the average grade of the road off Dollar St. down to the east parking lot? How much is the estimated cut and fill? Is this > 150' long with turning radius of not exceeding 7%? grade? If not has TVFR Fire Chief signed off on it? Please show letter.

Curves- The curve on Brandon Pl. as it exits the roundabout towards Dollar St. looks like a hairpin turn that might be difficult to maneuver while exiting the roundabout. What is the angle of the curve? Does TVFR Fire Chief say this will meet minimum centerline turning radius of 45 degree standards? If so, please include TVFR Fire Chief's letter. Will a sign be posted to indicate "Emergency Vehicles only"?

Safety, clear vision - CDC 42.020 and 42.040 – no fence or structure over 3 ft. within 30 ft triangle from corner of intersection (roundabout). How high is the guard rail? Will it meet 30' line of sight requirement?

Safety of retaining wall in 100 Yr. Flood Aone- Are sections of the retaining wall in the 100 yr. flood zone? What is the greatest height of the retaining walls? How far away should structures be from the 100 yr. flood line?

Safety of proposed parking spaces on WFD near roundabout- Chapter 85 does not allow parking on arterials except in commercial zones or by exception. Although WLWV maps do not clearly indicate parking on south side of WFD near Park, parking spaces were proposed there in the WFD plan and in the application. Is there a plan to make room for parking on WFD? If so how many spaces and how far will it be from the roundabout? What is the reason for the exception to code? What will the non-school hour speed limit be right there?

Safety of WFD in or near 100 Yr. Flood Zone and within Tualatin River 200' setback area. The 100 Yr. flood zone line in or near WFD is not clearly mapped. Please indicate what areas are affected by the

WRA protection zones. Considering not widening WFD for the pedestrian path because there is already a pedestrian path at the base of retaining wall along WFD?

Risks of removing trees on slopes and flood zones- It appears that at least nine trees in the 100 Yr. Flood Zone are slated for removal. Is any tree mitigation planned? If so what? Also, 96 + trees in heavily sloped areas on north side of WFD and steeply sloped areas in Park are slated for removal. Is any mitigation planned? If so please explain.

Contract issues -Any and all conflicting statements and inaccuracies need to be addressed before signing contract. The binding nature of **IGA 4.3.3** clause is very troubling; "No construction work of either the District or the City improvements will be halted." What if something unforeseen happens?

Please add this to the record of July 11, 2022 Agenda Bill 2022-05-06- IGA new Athey Creek MS along with a copy of my June 21, 2022 letter titled; Teri Cummings' request for information.

July 11, 2022

Teri Cummings, resident of West Linn, address on file

Dear Mayor Walters and fellow City Councilors, as you may recall, I submitted a written request for information on June 21, 2022 as part of my testimony for Agenda Bill 2022-05-06- new Athey Creek MS. (Pleases ee attached)

At the July 5, 2022 meeting, Mr. Calvert's response to Councilor Baumgardner's request for staff's response to requests for more information and questions presented at the previous meeting (June 21), indicated that Mr. Calvert was unaware of any requests or questions. At that point it was not possible for anyone to see the written request for information I submitted because none of the written comments or any staff response to questions posed were available for the July 5, 2022 Work Session Agenda Bill 2022-05-06 IGA package. Last week I emailed the City Recorder, City Manager and Council to ask that my 6/21/22 written request for information be added to the record of 6/21/ 22 meeting and to please make sure Mr. Calvert receives. NO ONE RESPONDED.

It is troubling to see nothing more than the original June 21, 2022 Agenda Bill 2022-05-06- IGA packet for tonight's July 11, 2022 meeting, even though Council members specifically requested responses to questions and more information last week and a site visit with staff at the July 5 work session. (The meeting agenda page does not show a potential quorum to conduct a site visit with staff as of yet.)

At this point, it is simply not possible for Councilors or the public to prepare for tonight's meeting because there is no new information to respond to. It would also be seriously premature to conduct a decision on the IGA before the permitting process is completed. We cannot afford to risk additional litigation by signing an extremely binding contract without first knowing what effect any mitigation measures required per the permitting process, will have on the budget, proposed project.

Please continue this item to a date certain in order to protect our City budget against potential litigation from WLWV if City needs to change the IGA to comply with unforeseen environmental and public safety standard requirements. And in the future, please provide a reasonable opportunity for all interested parties to receive and respond to information related to this topic, in a timely manner in the future.

I would also like to remind you of Oregon Land Use Goal 1: Citizen Participation, which calls for Citizens to be involved in ALL phases of the planning process. Specifically:

1. Opportunities for widespread public involvement

Although there was a fairly large amount of public involvement for the Waterfront and Main Street portions of the WFD plan, that was definitely not done for Section A – Tualatin River to 16th St. as evidenced by Mr. Wyss' July 6, 2021 presentation which cited two TAB meetings in regarding Section A; Sept. 2020 and Jan, 2021. The minutes of those two meetings indicate four TAB members in attendance Sept. 21, 2020 and five TAB members in attendance Jan. 27, 2021 with no members of the public in attendance at either one. TAB did not conduct an advisory vote before Planning Commission's first evidentiary hearing. I could not find evidence of any other community outreach, or any articles in the newspaper, regarding Section A , even though several aspects, such as the "potential roundabout" and on-street parking, were yet to be determined as evidenced by the map of Section A which clearly states:

"Intersection with Future Dollar St. connection will be refined at a future design stage."

Bearing in mind Oregon's Goal 1 mandate for citizens to be involved in "ALL phases of the planning process," would it be appropriate to jump straight from a conceptual design that needs to be refined later to approving a contract to build, without having first creating an opportunity for people to be involved the public in the design process?

The staff report on WFD also did not address the fact that both the TSP and CDC expressly prohibit parking on arterials except in commercial zones. In fact, a professional study was done to identify non-compliant parking on arterials as part of the 2016 TSP. Since that conflict with the parking codes and TSP was not identified or addressed during the public participation phase, it would make sense to do so now.

Thank you again for your dedication to public service,
Teri Cummings

CITY OF
West Linn

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Please specify topic (*required*): PARKS

I wish to speak on the agenda item listed below (comments are limited to five minutes):

Please specify agenda report number(s) or topic(s) (*required*):

Please print:

Name: ALICE RICHMOND

Phonetic spelling, if difficult to pronounce:

Address (Optional):

City: WEST LINN State: OR Zip: 97068

Email (Optional): Phone (Optional):

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Name: John McCabe

Phonetic spelling, if difficult to pronounce:

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I wish to speak on the agenda item listed below (comments are limited to five minutes):

Please specify agenda report number(s) or topic(s) (*required*):

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Name: Kathie Halicki

Phonetic spelling, if difficult to pronounce:

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2022-07-11-02

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Name: John McCabe

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I wish to speak on the agenda item listed below (comments are limited to five minutes):

Please specify agenda report number(s) or topic(s) (*required*):

_____

Please print:

Name: Betty Reynolds

Phonetic spelling, if difficult to pronounce: _____

Address (Optional): _____

City: West Linn State: _____ Zip: _____

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