



Council Study Session Meeting Agenda

ASHLAND CITY COUNCIL

STUDY SESSION AGENDA

Monday, August 4, 2025

Council Chambers, 1175 E Main Street

Live stream via RVTV Prime at rvtv.sou.edu or broadcast on Spectrum 180 & 181.

Public comment is welcome on agenda items.

To **speak electronically** during the meeting or to submit **written comments** in advance, please complete the online [Public Comment Form](#) by 10 a.m. the day of the meeting.

5:30 p.m. Study Session

I. CALL TO ORDER

II. REPORTS AND PRESENTATIONS

- a. ELEA Ordinance
- b. Ratification of 3- Year Labor Agreements between IBEW Electrical Union Local 659, IBEW Clerical Union Local 659, LiUNA Local 737, and Resolution No 2025-22. Clarifying Certain Employment Conditions for Management, Confidential and Non-Represented Employees

III. ADJOURNMENT

If you need special assistance to participate in this meeting, please contact Alissa Kolodzinski at recorder@ashlandoregon.gov or 541.488.5307 (TTY phone number 1.800.735.2900). Notification at least three business days before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting in compliance with the Americans with Disabilities Act.

***Agendas and minutes for City of Ashland Council, Commission and Committee meetings may be found at the City website, ashlandoregon.gov,



Council Study Session

Date: August 4, 2025

Agenda Item	ELEA Ordinance
Department	Police
From	Tighe O'Meara, Police Chief

TIME ESTIMATE

30 minutes

CATEGORY

Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY

Staff is seeking Council direction on potential changes to the Enhanced Law Enforcement Area (ELEA) process.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

The initial Enhanced Law Enforcement Area was established in 2012 to address chronic negative behavior in the downtown area. In January of 2025 a second ELEA was established along the Ashland Street business corridor to address ongoing negative behavior in that part of the City. This tool has proven to be effective in dealing with chronic negative behavior when the usual court sanctions are not effective.

The current language of the ELEA allows for a person to be expelled only after a conviction for multiple violations or crimes, allowing their ongoing negative behavior to continue while cases make their way through the court system. This can go on for many weeks to several months, or even over a year if a criminal case is drawn out long enough.

Other communities have adopted a more streamlined process that allows officers to directly expel someone based off of a single violation. Staff is not recommending this approach as it would remove the judicial review that the City currently has. Staff is requesting direction on whether Council is open to taking a middle-of-the-road approach, enhancing officers' ability to more quickly address negative behavior, but maintaining the Municipal Judge's role in the decision to expel.

The proposed new language allows for an officer to directly petition the Judge for an expulsion under any of the following circumstances:

-the person has been charged with three or more qualifying violations inside a distinct ELEA within six months.

Qualifying violations would be:

-drinking in public

-open container in public

-smoking marijuana in public

-dog, control required

-scattering rubbish

-unnecessary noise

-Note that only included violation offenses could result in an expulsion, others, such as prohibiting camping and dog license required could not lend themselves toward an expulsion OR

-the person has been charged with two or more misdemeanor crimes (non-person crimes such as trespassing or minor theft) within six months OR

-the person has been charged with unauthorized burning, or a crime against a person (e.g. assault) or a felony



Council Study Session

Staff has previously provided several examples of people whose negative behavior could have been potentially mitigated if officers had the ability to react more quickly than the current process allows. These examples can be found on slides 7 and 8 from the February 19th presentation, attached.

- Person A: if expelled from CAP E in February of 2024 based on an arrest could have avoided 10 additional actions with throughout the rest of 2024
- Person B: if expelled from CAP E in January of 2024 after 3 qualifying violations could have avoided 11 additional actions throughout the rest of 2024
- Person C: if expelled from CAP W in January of 2024 after an arrest could have avoided six additional incidents in 2024
- Person D: if expelled from CAP E in February of 2024 for an arrest could have avoided 10 additional cases in 2024
- Person E: if expelled from CAP W in May 2024 after 3 qualifying violation could have avoided eight additional incidents in 2024 including two assault charges
- Person F: if expelled from CAP E in February of 2024 for an arrest could have avoided eight additional incidents in 2024
- Person G: if expelled from CAP E in April of 2024 for an arrest could have avoided eight additional incidents in 2024

Under the proposed ordinance, the defendant would be advised at every step of the process that violating the law may result in an expulsion, and would be advised of the officer's intent to seek an expulsion. The defendant would also be advised of the time and place of the expulsion hearing and would be given a chance to argue against the expulsion. The defendant would be given 10 days to appeal the expulsion as well, with the expulsion being stayed pending the appeal.

Under the potential new language, as is also the case with the current language, an expulsion would never interfere with a person's ability to seek and receive social services, go to work or school, or go to a grocery store, pharmacy, doctor's appointment etc.

Attached is the potential new ordinance language, potential new, simplified language for the handout that would accompany each step in this process, as well as council communications and power point slides from November 19, 2024, February 19, 2025 and April 15, 2025

FISCAL IMPACTS

This potential change has no direct financial impact. The City currently has a contract to rent jail beds at the Jackson County Jail, but that program is independent of the ELEA ordinances.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff is seeking direction from Council on whether this potential ordinance change should come back for a first reading in a business meeting.

REFERENCES & ATTACHMENTS

1. 11192024 cc
2. 11192024
3. 021925 cc
4. Final ELEA 02192025
5. 04152025 cc
6. ELEA PP 041525
7. Draft new ELEA pamphlet language 08042025
8. Persistent Violation_August 2025 Draft Ordinance



Council Business Meeting

Date: November 19, 2024

Agenda Item	First Reading ORD 3251 Repealing and replacing AMC Chapter 10.120 – Persistent Violations
From	Tighe O'Meara, Police Chief
Contact	tighe.omeara@ashland.or.us

SUMMARY

This proposed ordinance amends the current "Persistent Violator" ordinance. Right now, in the current ordinance, law enforcement must wait to expel someone from an Enhanced Law Enforcement Area (ELEA) until that person is convicted of multiple violations and convictions prior to asking the Judge for expulsion. This ordinance changes so that a law enforcement officer can expel someone from an ELEA if the officer has probable cause to believe that the offense occurred in that zone. If the person returns after being expelled, and an exception or variance does not apply, then that person is subject to a mandatory arrest via the proposed trespass AMC.

POLICIES, PLANS & GOALS SUPPORTED

Having the ELEA in place downtown has been an invaluable tool for the Ashland Police Department. Since its inception in 2012, the ELEA has allowed APD to mitigate chronic negative behavior downtown. This negative behavior peaked in 2017 and has been steadily declining since. Since 2017 there have been 1,063 qualifying violations in the downtown area, leading to the expulsion of 46 individuals.

While the current ELEA ordinance has been an invaluable tool, it is not without its obstacles. The current ordinance requires that individuals exhibit repeated negative behavior in the downtown area, and be convicted on those charges, before the expulsion process can be initiated and make its way through the municipal court. The new ordinance allows officers to recognize chronic negative behavior individuals as the violations are occurring and expel them from the area, with the threat of additional charges if they return. This process allows members of the Ashland Police Department to be much more responsive and problem-solving oriented to chronic negative behavior from individuals.

BACKGROUND AND ADDITIONAL INFORMATION

Section 10.120.020 allows officers to expel individuals from designated Enhanced Law Enforcement Areas (ELEAs) for offenses committed within those areas. The two primary ELEAs are shown on the proposed maps (Exhibits A and B). Additionally, an officer can expel someone from city-owned or managed property if the officer has probable cause to believe that a crime or violation listed in 10.120.020 occurred on city-owned or managed property. A court can also expel someone from an ELEA in a court order.

As listed in Section 10.120.020, expulsion durations vary. Those variations correlate to the severity of the behavior. For example, someone can be expelled from an ELEA for 30 days for the listed non-criminal violations. In these cases, if someone fails to appear to court for their underlying offense, the offender is subject to an additional 30-day expulsion. For misdemeanors, an offender is subject to a 90-day expulsion and 180 days for felonies.

Re-entry into an ELEA without valid exception (10.120.040) constitutes criminal trespass (a B misdemeanor, AMC 10.56.020.D), resulting in a minimum 3-month, maximum 1-year expulsion.

Section 10.120.040 details exceptions allowing re-entry for essential activities (groceries, medical care, employment), travel, or granted variances. In other words, even if someone was expelled, that person is nonetheless permitted to be in an ELEA for one of those listed exceptions or by a court variance.

The ordinance incorporates several due process protections (10.120.030, 10.120.050). Expulsion orders will be issued in writing, outlining the individual's rights, consequences, and appeal process, including variance requests. If this ordinance passes, these procedures will be provided in a user-friendly format to ensure citizens have accurate information on the expulsion and their appeal rights.





Council Business Meeting

FISCAL IMPACTS

None

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

If this ordinance passes, it will also create an ELEA in the south end of town, which has been a request by citizens and council. Not passing this ordinance will keep its existing structure.

Motion

"I move to approve the first reading of Ordinance Number 3251, repealing and replacing AMC Chapter 10.120 – Persistent Violations with AMC Chapter 10.120 Civil Expulsions."

REFERENCES & ATTACHMENTS

1. ORD 3251 Repealing Replacing AMC 10.120 with AMC 10.120 Civil Expulsions
2. EAST CAP
3. West CAP



ORDINANCE NO. 3251

AN ORDINANCE REPEALING AMC CHAPTER 10.120 PERSISTENT VIOLATIONS
AND REPLACING IT WITH AMC CHAPTER 10.120 CIVIL EXPULSIONS.

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~bold lined through~~, and additions are bold underlined.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. Ashland Municipal Code Chapter 10.120 Persistent Violations is repealed in its entirety as follows:

10.120.010 — ~~Enhanced Law Enforcement Area and Persistent Violation, Misdemeanor~~

A. ~~It is the intent of the City Council to protect discrete areas within the City that are experiencing increased unlawful activity against becoming an attraction for more such activity and to protect the public against health and welfare hazards posed by persons who are attracted to these areas for opportunity to engage in or to contact others to engage in unlawful activity.~~

B. ~~The City Council finds that the following geographic areas within the City are particularly affected by unlawful behavior and/or are subject to a disproportionate number of incidents of the unlawful activities comprising persistent violation as defined in AMC 10.120.020 below, and declares each such area to be an enhanced law enforcement area:~~

- 1. ~~Downtown Enhanced Law Enforcement Area— inclusive of Bill Patton Garden and 130 N. Pioneer Street public parking lot, as depicted in Exhibit A attached to the ordinance codified in this section. (Ord. 3142, amended, 04/18/2017; Ord. 3114, amended, 2015; Ord. 3066, added, 06/19/2012)~~**

10.120.020 — ~~A Person Commits the Crime of Persistent Violation If:~~

A. ~~The person is convicted in Ashland Municipal Court for any combination of the following crimes or violations occurring in separate incidents within a six-month period within an enhanced law enforcement area:~~

- 1. ~~Three (3) or more Class A, B or C felonies or Class A, B or C misdemeanors;~~**
- 2. ~~Two (2) Class A, B or C felonies or Class A, B, or C misdemeanors plus one (1) or more violations of the sections set forth below;~~**
- 3. ~~Three (3) or more violations of any of the following sections or laws:~~**
 - a. ~~AMC 9.08.110 — Scattering Rubbish;~~**
 - b. ~~AMC 9.08.170 — Unnecessary Noise;~~**
 - c. ~~AMC 9.16.010 — Dogs — Control Required;~~**
 - d. ~~AMC 10.40.030 — Consumption of alcoholic liquors in public places prohibited;~~**
 - or**
 - e. ~~AMC 10.40.040 — Open Containers Prohibited;~~**
 - f. ~~AMC 9.16.015 — Dog License Required; or~~**
 - g. ~~ORS 475B.381 — Use of marijuana in public place prohibited.~~**

~~B. The person knowingly enters an enhanced law enforcement area in violation of a Municipal Court expulsion order as a term of the person's probation or a court expulsion order pursuant to AMC 10.125.010 et seq. (Ord. 3142, amended, 04/18/2017; Ord. 3113, amended, 2015; Ord. 3066, added, 06/19/2012)~~

~~10.120.030 — Mandatory Arrest~~

~~A. When a peace officer has probable cause to believe that a person has committed the crime of persistent violation, the officer shall arrest and take into custody the alleged violator. (Ord. 3066, added, 06/19/2012)~~

~~10.120.040 — Misdemeanor Classification Presumptive Penalty~~

~~A. Persistent Violation is a Class B Misdemeanor.~~

~~B. Unless there is reasonable cause to order otherwise, upon a finding that any offense supporting a conviction for persistent violation occurred within an enhanced law enforcement area, in addition to any other appropriate conditions of probation, the Court shall expel the person from an enhanced law enforcement area defined in AMC~~

~~10.120.010.B for a period not less than three (3) months or more than one (1) year, unless the court finds it necessary to:~~

- ~~1. Specifically address the remedy for the violation; and/or~~
- ~~2. Allow the person to travel to and from the person's place of employment, educational facility, City offices, physical or mental health treatment facility, or other areas that the court deems materially related to the person's crimes or violations, the needs of the person, or the protection of the public. (Ord. 3066, added, 06/19/2012)~~

SECTION 2. Ashland Municipal Code Chapter 10.120 ~~Persistent Violations~~ Civil Expulsion is to read as follows:

10.120.010 – Purpose; Establishment of Enhanced Law Enforcement Areas (ELEAs).

A. The City Council aims to safeguard specific areas within the city from increased unlawful activity and to deter further attraction to such activities. The primary goal is to protect public health and safety from hazards posed by individuals engaged in or facilitating unlawful conduct. The police department is committed to informing citizens of Ashland Municipal Code and its enforceability through civil expulsion before imposing strict consequences, ensuring that all individuals are treated fairly and equitably throughout the enforcement process.

B. Enhanced Law Enforcement Areas (“ELEA”). The following geographic areas within the City are designated Enhanced Law Enforcement Areas (ELEAs) due to their susceptibility to a disproportionate number of unlawful activities or persistent violations of the law:

- 1. ELEA – CAP West: As defined in Exhibit A.**
- 2. ELEA - CAP EAST: As defined in Exhibit B.**
- 3. ELEA - City Property: Any property owned or managed by the City—including, but not limited to, parks, greenways, buildings, parking lots, and other lands or structures—where a law enforcement officer has probable cause to believe an individual has committed a criminal or violation offense as defined in AMC 10.120.020. The expulsion of an offender from ELEA - City Property shall apply**

only to the specific City property for which the individual receives a notice of expulsion.

4. ELEA - Court Order: Any property or location within the City as ordered by a court of competent jurisdiction that limits the right of a person to enter or remain.

10.120.015 - Definitions.

For the purposes of this ordinance, the following terms are defined as follows:

1. Expulsion order: A formal order prohibiting an individual from entering or remaining within a specified ELEA for a set period, as determined by a law enforcement officer or court of competent jurisdiction.
2. CAP (Concentrated Area Patrol): A designated patrol area as defined by the APD in which calls for service can be tracked, and in which dedicated patrol resources can be assigned.
3. Law enforcement officer: As defined by ORS 131.915(3) and any peace officer or other authorized personnel of the City of Ashland with the legal authority to enforce local, state, or federal laws within the City limits.
4. Offender: A person against whom an expulsion order has been issued for committing an offense described in AMC 12.120.020 within an ELEA.
5. Variance: A written exception to an expulsion order granted by a court, allowing limited access to an ELEA for specific, non-criminal purposes under defined conditions.

10.120.020 - Offenses Authorizing an Expulsion Order.

1. A law enforcement officer may expel any person from an ELEA, for the times specified below, if there the officer has probable cause to believe that person committed any of the offenses within that area, as those offenses may be updated from time-to-time:

A. 30-Day expulsion.

- i. The 30-Day expulsion applies for the following violations:
 - a. Scattering Rubbish (AMC 9.08.110);
 - b. Unnecessary Noise (AMC 9.08.170);
 - c. Dogs- Control Required (AMC 9.16.010);
 - d. Dog License Required (AMC 9.16.015)
 - e. Consumption of alcoholic liquors in public places prohibited (AMC 10.40.030);
 - f. Open Containers Prohibited (AMC 10.40.040);
 - g. Use of marijuana in public place prohibited (ORS 475C.377).
 - h. Obstructing passageways (AMC 10.64.020)
 - i. Keeping Junk (AMC 9.12.020; AMC 9.12.030)
 - j. Outdoor and Indoor Burning Restricted (AMC 10.30.010)
 - ii. The offender is subject to an additional 30 day expulsion if the offender fails to appear in court on the underlying offense.
- B. 90-Day expulsion for any state, federal, or city misdemeanor.
 - C. 180-Day expulsion for a state or federal felony.
 - D. Any contempt of court or failure to comply with a court order issued by a court of competent jurisdiction.

2) A court of competent jurisdiction is authorized to issue an order expelling an individual from an ELEA, for a period not to exceed six months, any person it deems a threat to public safety or to specific persons or property, either to prevent further threats or as a condition of probation upon conviction for a violation of an expulsion order.

3) Nothing in this section shall be construed to authorize the expulsion of an individual from an ELEA who enters or remains lawfully for a 'permitted activity' as listed in 10.120.040.B or other rights protected by the Oregon or federal constitution. However, a person engaged in such protected activity who also commits acts that are not protected shall be subject to expulsion as provided by this section.

10.120.030 - Procedures for Issuing an Expulsion Order.

1. The expulsion order must be personally delivered by the law enforcement officer to the offender at the time of the offense or at the first opportunity for personal contact with the offender.

2. The expulsion order shall be in writing and must include:

- A. The specific ELEA from which the offender is expelled;
- B. The length of the expulsion;
- C. The nature of the offense that led to the expulsion order;
- D. Notice of the sanctions for failure to comply with the expulsion order;
- E. Notice of the rights and process to appeal the expulsion order.

3. The law enforcement officer shall document the issuance of the expulsion order, including the time, date, location, and reason for the expulsion order, and submit a report to the municipal court and the police department's central database for tracking and monitoring purposes.

10.120.040 - Violation of Expulsion Order.

1. A person commits the offense of Trespass (AMC 10.56.020(B)) if they knowingly, recklessly, or with criminal negligence enter or remain unlawfully in an ELEA while subject to an active expulsion order issued from a law enforcement officer or a court, unless a following exception applies:

- A. Variance: The person has an active expulsion order variance in their possession and presents it to an officer upon request.
- B. Permitted Activities: A person is present in an ELEA to:
 - i. address or remedy the subject offense, perform official governmental business, attend public meetings, or otherwise enters or remains lawfully to exercise their free speech rights for a city-sanctioned event or other rights protected by the Oregon or federal constitution. However, a person engaged in such protected activity who also commits acts that are not protected shall be subject to violation of the Expulsion Order;
 - ii. actively pursue or obtain social, medical, pharmaceutical, groceries, library services, or other services reasonably deemed related to the needs of the person not otherwise available outside the exclusion zone;

- iii. secure or maintain lawful employment or attend registered educational services.

C. Travel: a person is actively traveling through an ELEA. For CAP West, the travel exception is limited to those traveling in a vehicle or on public transit without stopping, using a necessary street or highway to reach a destination outside of the ELEA.

10.120.050 - Appeal of Expulsion Order; Variance.

A. Appeal Process for Expulsion Order:

1. Right to a Hearing: A person who receives an expulsion order has the right to request a hearing to challenge the expulsion order, seek a reduction in the expulsion period, or request a variance.

B. Filing a Hearing Request:

1. The request for a hearing must be submitted in writing to the Municipal Court Clerk at Ashland Municipal Court within ten (10) days of receiving the expulsion notice.

C. Scheduling and Conducting the Hearing:

1. The municipal court judge shall conduct the hearing within ten (10) days of receiving the request, excluding Saturdays, Sundays, and holidays.
2. The hearing may be rescheduled for good cause but must be held no later than five (5) additional business days from the rescheduled request.

D. Effect of a Timely Filed Appeal:

1. If an appeal is filed within the specified time, the period of expulsion is stayed pending the outcome of the appeal. If the expulsion order is upheld, the remaining period of expulsion will take effect immediately upon the issuance of the municipal court's decision.

E. Burden of Proof and Decision:

1. The City must prove the validity of the expulsion order by a preponderance of the evidence. If the municipal court finds that the expulsion order was based on conduct prohibited by AMC 10.120.020 and is otherwise lawful, the court shall uphold the expulsion order.
2. If the court finds that the City has not met its burden of proof or that the expulsion order is unlawful, the court shall rescind the expulsion order.
3. If the court finds the City has met its burden of proof but determines that the length or scope of the expulsion order is unreasonable under the circumstances, the court may issue an order to shorten the expulsion period or allow for a variance.

F. Variance:

1. A court of competent jurisdiction may, at its discretion, grant a variance to an expelled person at any time during the period of expulsion if the person demonstrates by clear and convincing evidence that:

- a. The person has a legitimate and compelling need to engage in a specific, non-criminal activity within the expulsion area that is unrelated to the behavior leading to the expulsion, such as employment, medical appointments, or caring for a dependent;
 - b. The person resides within the expulsion area and no reasonable alternative housing or accommodation is available outside the area that would allow compliance with the expulsion order;
 - c. The person has a specific and compelling need to obtain essential goods or services that are not reasonably available outside the expulsion area, such as access to unique medical services, prescription medications, or other necessities critical to the person's health or well-being.
 - d. Providing a variance serves the interest of justice, public safety, or public welfare.
2. The variance must be issued in writing and must specify the duration of the variance, the specific purpose for which it is granted, and any conditions or restrictions necessary to protect public safety or property. The expelled person must always carry the variance document on their person while within the expulsion area and must comply with all terms and conditions stated in the variance. Subject to the exceptions outlined in AMC 10.120.040, , a law enforcement officer may require an expelled person to vacate the expulsion area if the expelled person does not have the variance document on their person. The failure of an expelled person to carry the variance document on their person may result in the revocation of the variance by a court of competent jurisdiction.

G. Finality of Decision:

1. The decision of the municipal court is final.

10.120.060 - Revocation of Expulsion Orders.

An expulsion order may be revoked by the issuing authority if it is determined that the expulsion order was issued in error, the conditions for expulsion are no longer applicable, or the offender has demonstrated rehabilitation or changed behavior that no longer poses a threat to public safety or property.

10.120.070 - Data Collection and Reporting.

A. The City shall maintain a central database of all issued expulsion orders, including the date, reason, length of expulsion, and the outcome of any appeals or variances granted.

B. An annual report shall be published detailing the enforcement of this ordinance, including the number and types of offenses leading to expulsion orders, the number of appeals and their outcomes, and any variances granted. This report shall be made publicly available to ensure transparency and accountability.

10.120.080 - Severability.

If any provision of this ordinance or its application to any person or circumstance is held

invalid, the remainder of the ordinance or the application of the provisions to other persons or circumstances shall not be affected.

SECTION 3. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

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

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2024, and duly PASSED and ADOPTED this _____ day of _____, 2024.

PASSED by the City Council this _____ day of _____, 2024.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

Tonya Graham, Mayor

Reviewed as to form:

Douglas M. McGeary, Acting City Attorney

Ashland Police Department City of Ashland Legal Department Enhanced LEA

November 19, 2024

ELEA in place since 2012 to address chronic negative behavior

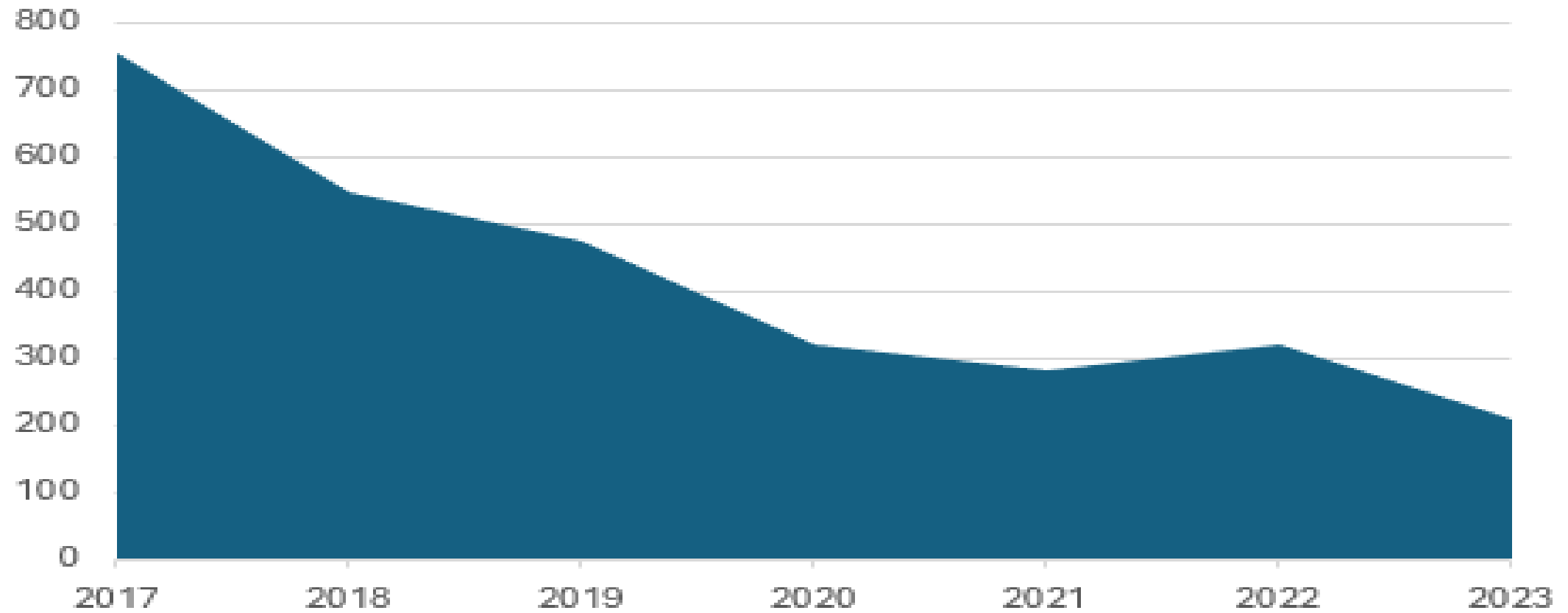
Muni court crim. convictions
scattering rubbish
Unnecessary noise
Drinking in public
Open Container
Smoking MJ in public
Dogs control and license
Camping-NOT included

Big Hole in the original (current) law-doesn't include Circuit Court
matters

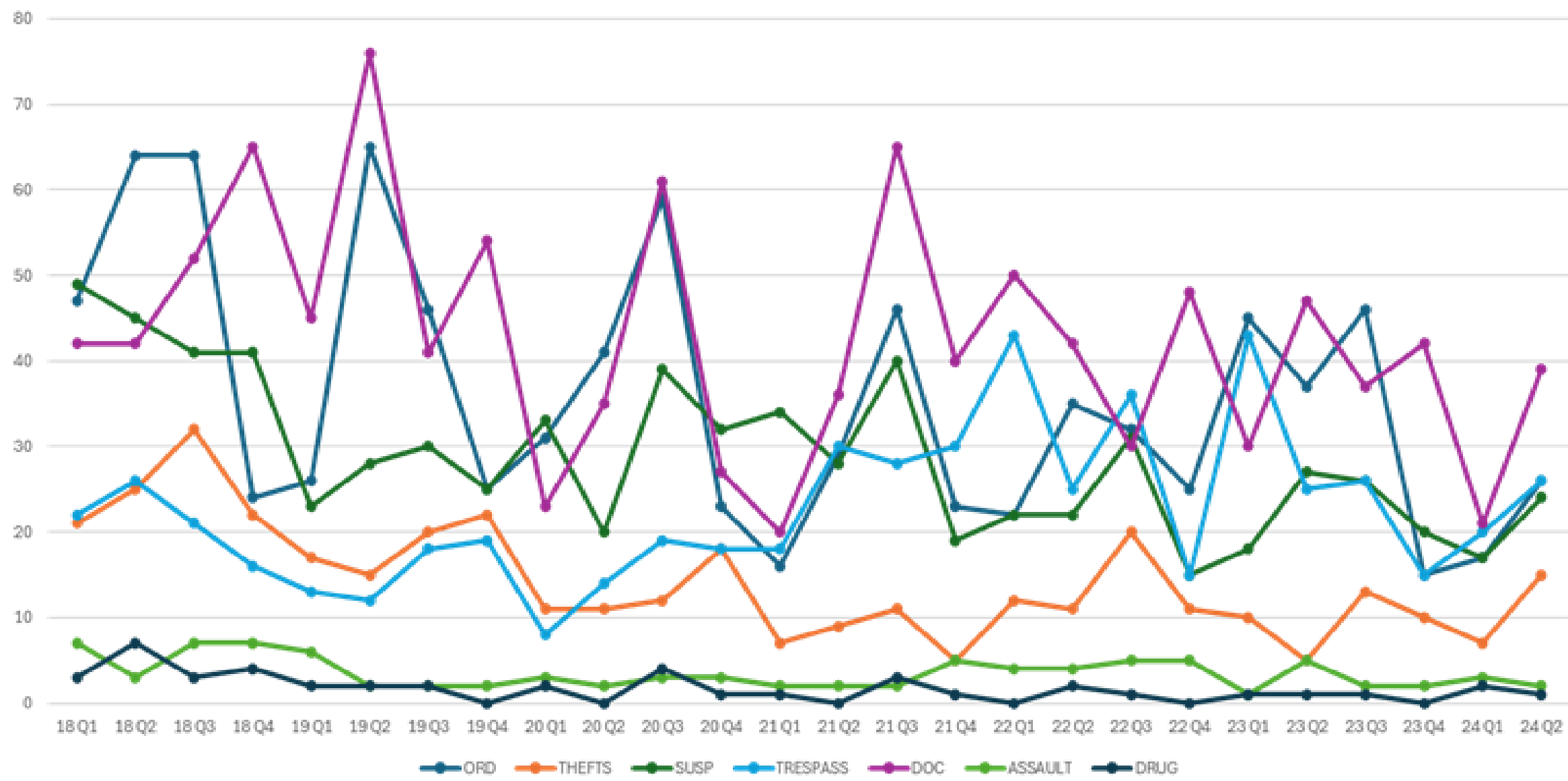
CAP (West) Qualifying Convictions/Exp

- 2023 105 violations led to nine expulsions
- 2022 79 violations led to one expulsion
- 2021 56 violations led to three expulsions
- 2020 109 violations led to four expulsions
- 2019 140 violations led to eight expulsions
- 2018 215 violations led to six expulsions
- 2017 359 violations led to 15 expulsions

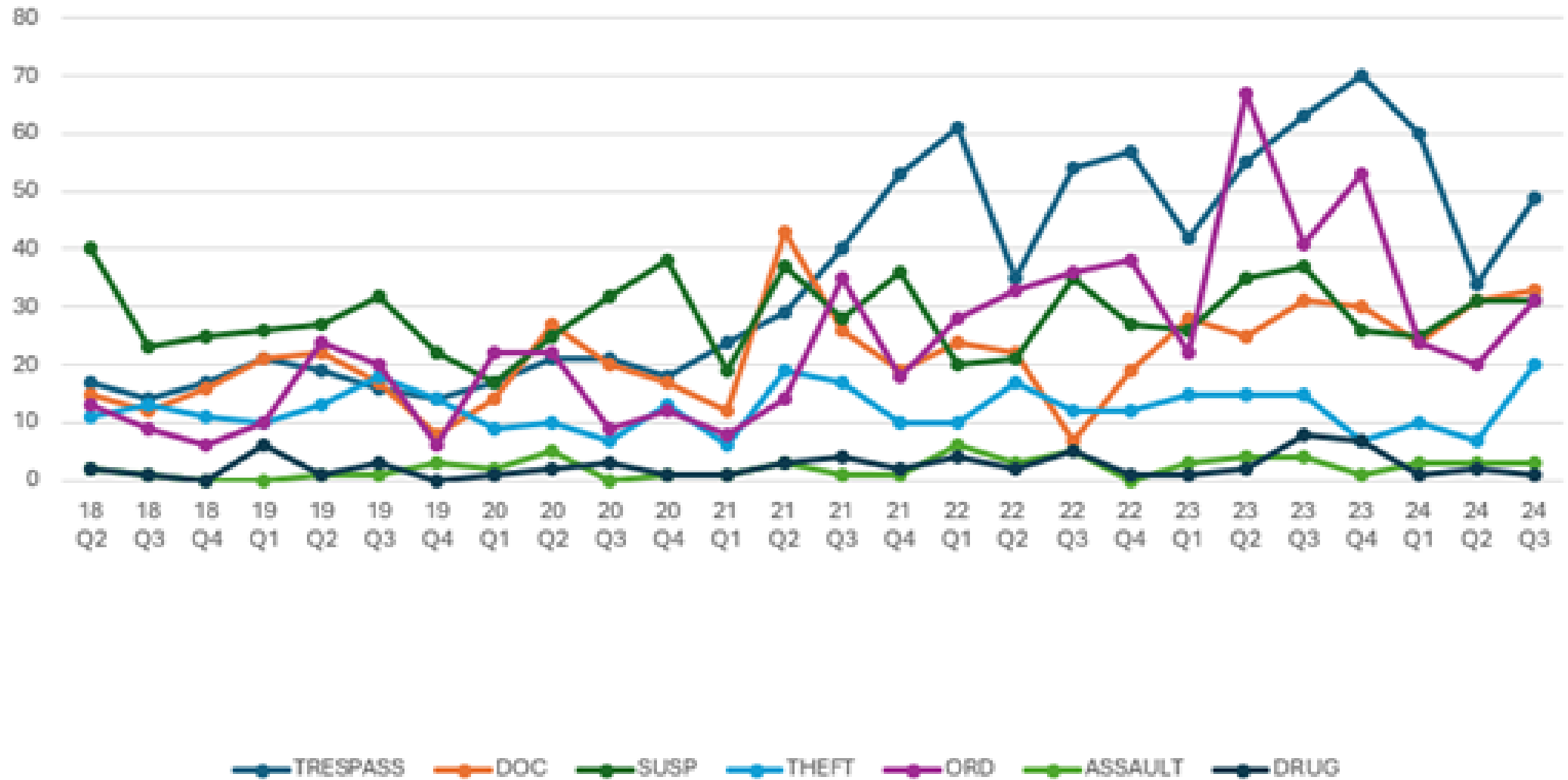
CFS CAP West-Downtown

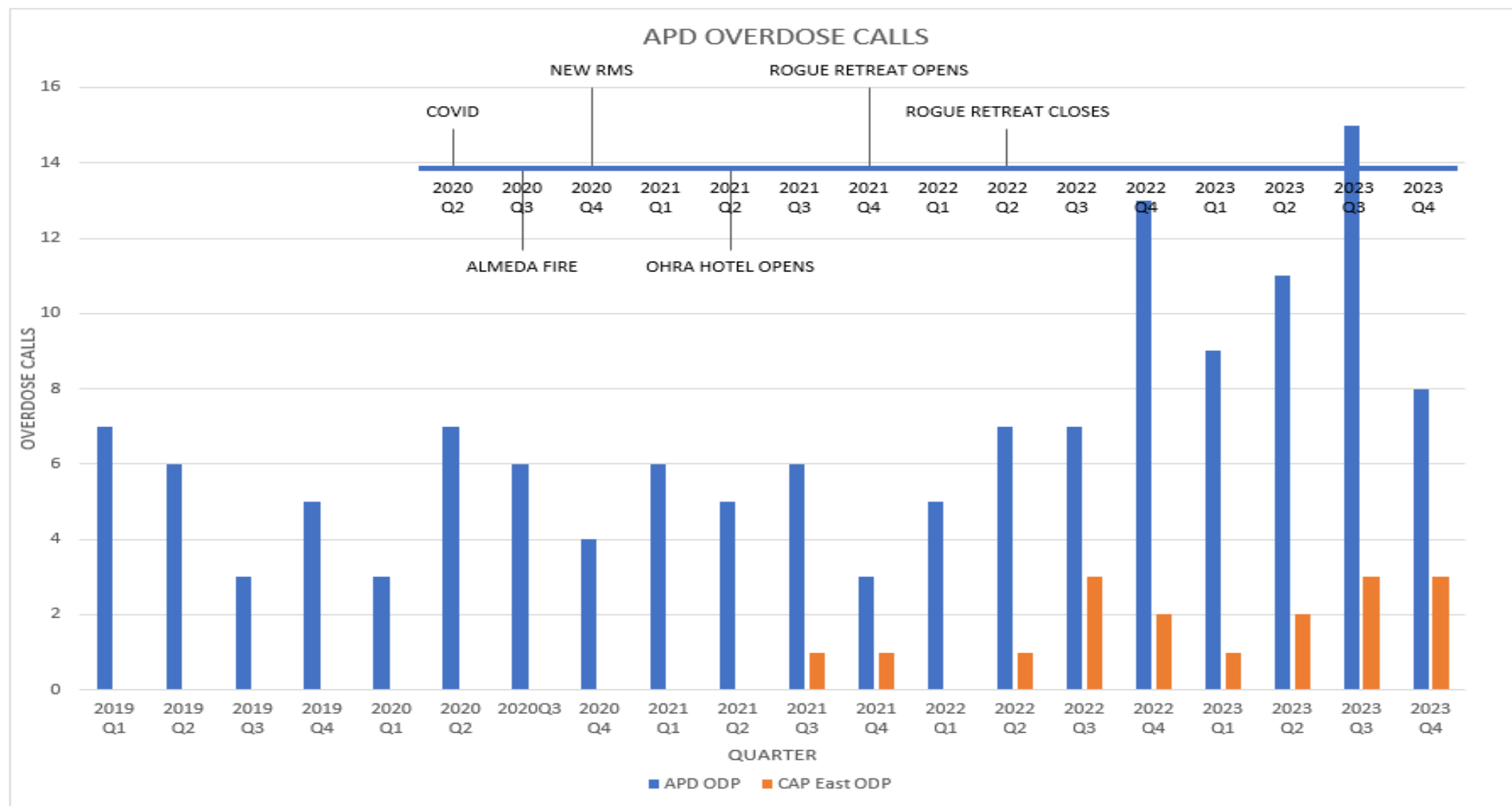


CAP West



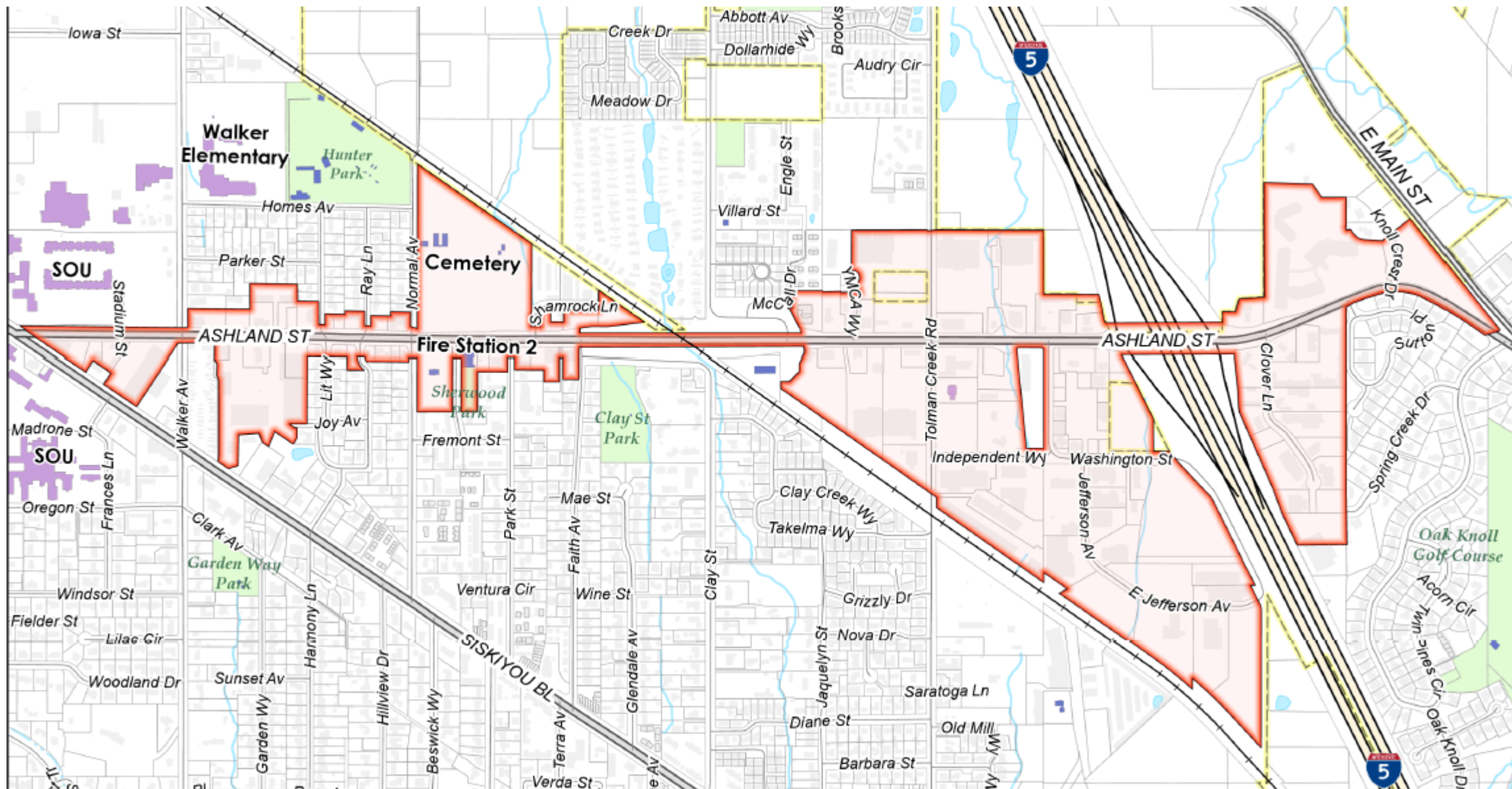
CAP East

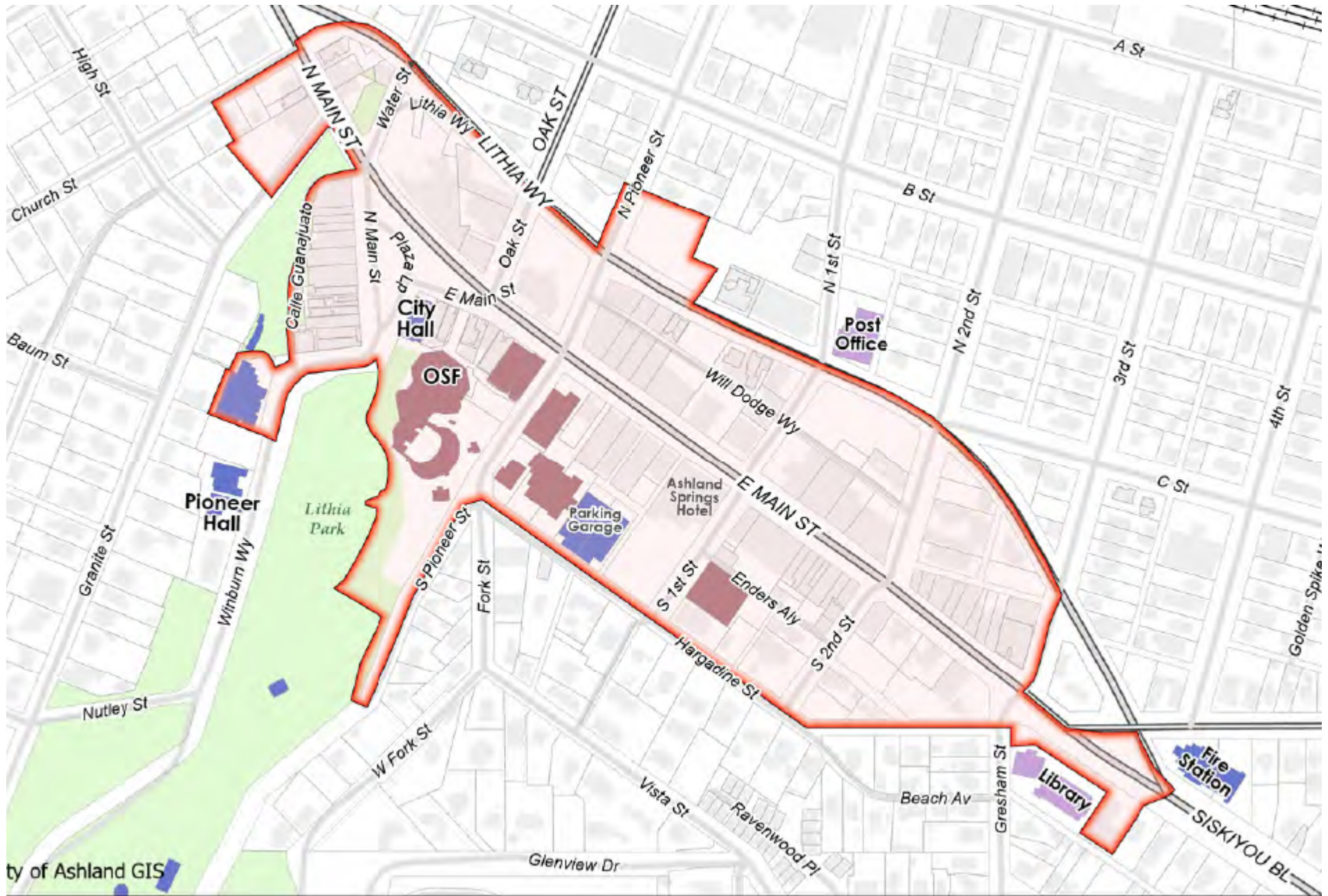




Since January 1st

- In proposed CAP East:
 - 19 individuals have received 3 or more charges
 - Highest offender has received 133, then 9, 7, 6







Council Study Session

Date: February 19, 2025

Agenda Item	Enhanced Law Enforcement Area Changes
From	Tighe O'Meara, Police Chief
Contact	tighe.omeara@ashland.or.us

SUMMARY

Staff is bringing forward information to further the discussion around amending the Enhanced Law Enforcement Area (ELEA) ordinance. Council recently authorized the application of the current ELEA framework to the Ashland Street business corridor. Staff is bringing information in support of modifying the current ordinance to allow for more flexible response for APD officers to address chronic negative behavior.

Legal staff will also bring forward information on other cities' efforts to offer similar solutions, as well as providing options to allow for more tools to address incidents of reckless/unauthorized burning.

POLICIES, PLANS & GOALS SUPPORTED

NA

BACKGROUND AND ADDITIONAL INFORMATION

The ELEA framework has been part of Ashland Municipal Code since 2012. While this has been an effective tool in addressing chronic negative behavior, it has also proven to have some pitfalls that do not allow for officers to efficiently address chronic negative behavior.

FISCAL IMPACTS

The police department has a contract with the Jackson County Sheriff's Office to rent up to three jail beds at a cost of \$110 per night per bed. However, a person arrested under this ordinance is not automatically placed a jail bed pursuant to that contract. An arrest that does not fall under that contract does not incur any additional cost for the City.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff is seeking Council direction on how to proceed, if at all, on changes to the ELEA and other related ordinances.

REFERENCES & ATTACHMENTS

None





Enhanced Law Enforcement Area

Chief Tighe O'Meara
February 19, 2025

Today's conversation

Crime Data

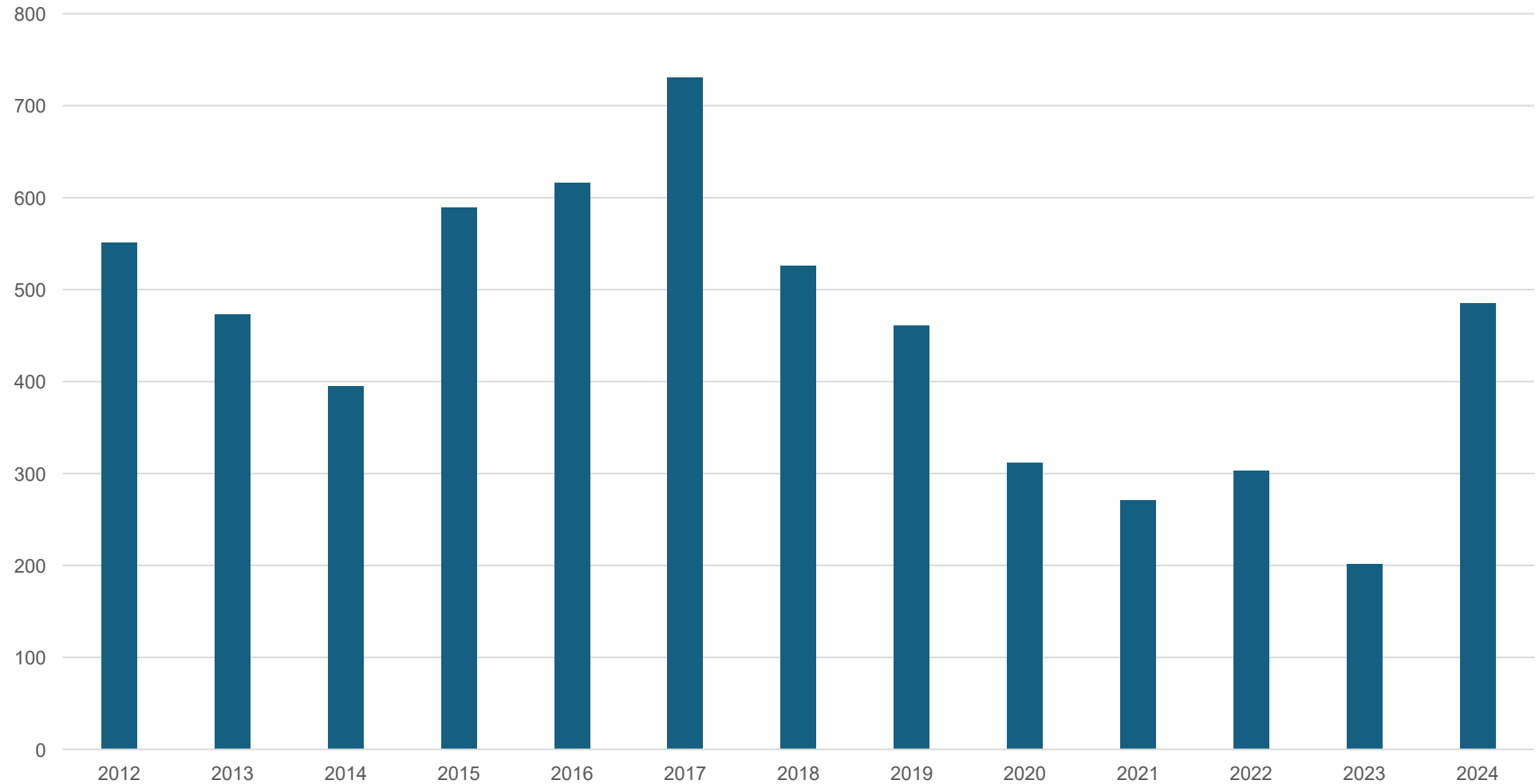
Current Issues with ELEA+potential changes

Legal topics



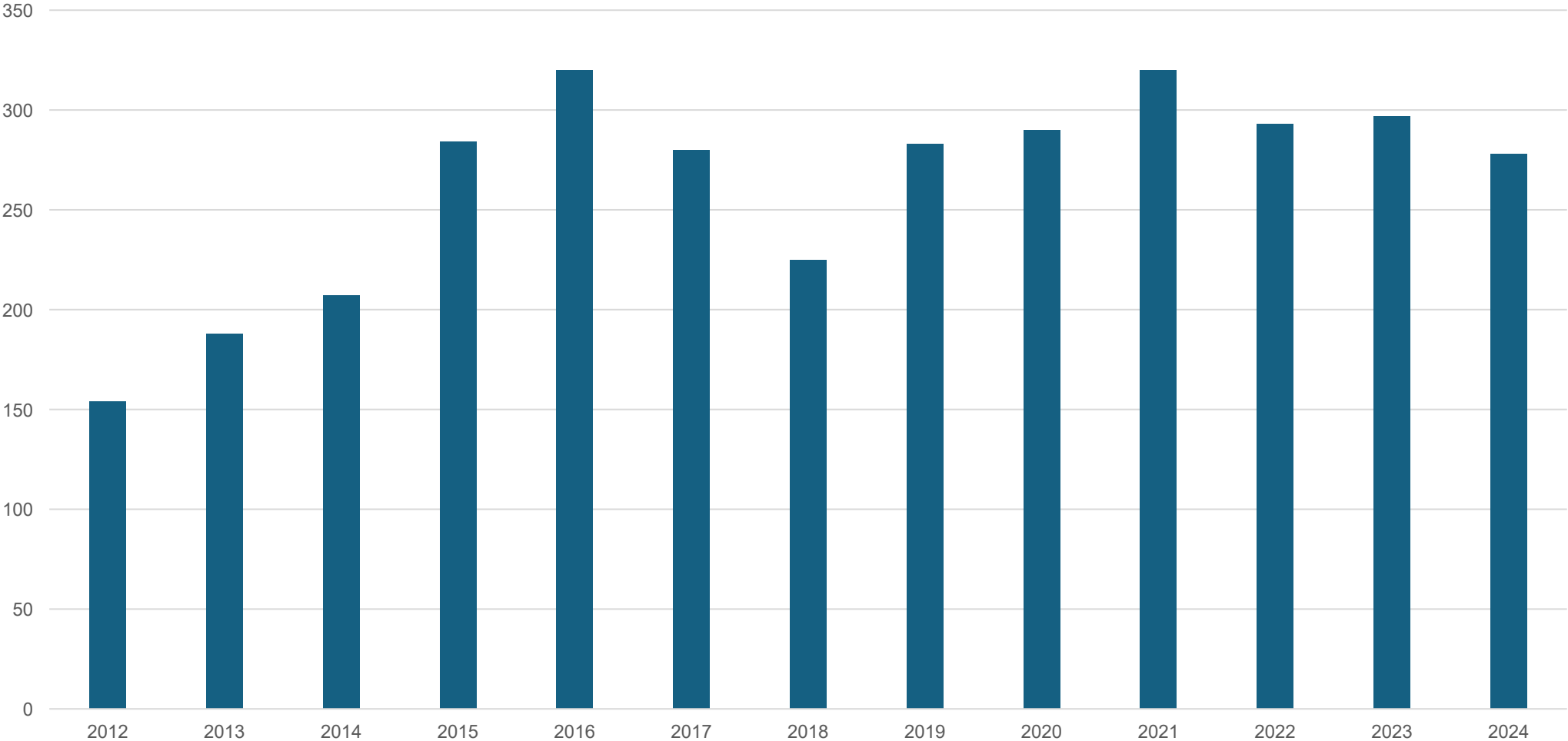
CAP West Data

CAP West (Downtown) Assault, DOC, Drug, Harass, LLaWs, Noise, Theft





CAP East CFS Assault, DOC, Drug, LLaws, Harass, Noise, Theft



Definitions

“Unlawful” does not automatically mean a crime

Crime: something that is unlawful and that might result in a period of incarceration in a jail or prison (e.g. assault, robbery, DUI)

Violation: something that is unlawful that can only result in an administrative sanction (e.g. drinking in public, unnecessary noise, smoking downtown)



Current ord. is based on multiple **convictions**

- 3 or more qualifying violation convictions or at least 2 crime convictions. (Qual. Vio. =scattering rubbish, noise, dogs control, open cont., drinking in public, dog license)
 - This can take at least several weeks, to 2-3 months best case scenario
- There is one person who is chronic offender in the DT area with multiple crime charges pending going back over a year



Current ord. is based on multiple **convictions**

- Examples
 - Person A: if expelled from CAP E in February of 2024 based on an arrest could have avoided 10 additional actions with throughout the rest of 2024
 - Person B: if expelled from CAP E in January of 2024 after 3 qualifying violations could have avoided 11 additional actions throughout the rest of 2024
 - Person C: if expelled from CAP W in January of 2024 after an arrest could have avoided six additional incidents in 2024



Current ord. is based on multiple **convictions**

- Examples
 - Person D: if expelled from CAP E in February of 2024 for an arrest could have avoided 10 additional cases in 2024
 - Person E: if expelled from CAP W in May 2024 after 3 qualifying violation could have avoided eight additional incidents in 2024 including two assault charges
 - Person F: if expelled from CAP E in February of 2024 for an arrest could have avoided eight additional incidents in 2024
 - Person G: if expelled from CAP E in April of 2024 for an arrest could have avoided eight additional incidents in 2024



Proposed changes

- 3 or more violation qualifying charges (violations), expelled on an officer's authority, with an option to appeal to the Judge within 10 days
- 1 or more criminal charges (any court) with option to appeal to the Judge within 10 days

Built in access to shopping, medical, work, services, etc. would only apply if person is "remaining in" and not going to or from

Proposed changes

Officers have had the authority to expel from parks for rules violations for a long time. There has never been a complaint of them targeting anyone or applying that authority inequitably. Like the current and proposed ELEA ord., this authority is reactive to objective behavior witnessed by the officer.

Officers also have the ability to order someone to refrain from stalking a victim, issue a stalking citation which requires an appearance at Circuit Court, and in the meantime prohibits more stalking behavior



Current Appeal



Notice of Expulsion

Warning of Consequences

No person shall knowingly enter or remain in the sleeping area at any time in violation of an expulsion order as issued and served upon the person. Entering the sleeping area in violation of an expulsion order constitutes Criminal Trespass in the Second Degree (ORS 164.245), which is a class C misdemeanor and may result in your arrest.

Appeal Process

The person receiving this notice may appeal within 10 days in accordance with AMC 2.30 to have written notice rescinded or the period shortened. The appeal notice shall include a statement of the nature of the decision being appealed and a short and plain narrative statement, including the reason the original decision is alleged to be incorrect. The written appeal should be delivered to: City Recorder, 20 East Main Street, Ashland, Oregon, 97520.

The Hearing Officer shall uphold the expulsion if, upon de novo review, the preponderance of the evidence convinces the Hearing Officer that, more likely than not, the person in fact committed the crime or violation, and that the expulsion is otherwise in accordance with law.

Unless the basis for the expulsion involves a safety concern, if an appeal of the expulsion is timely filed under AMC 2.30, the effectiveness of the expulsion shall be stayed, pending the outcome of the appeal. If the expulsion is affirmed, the expulsion shall be effective immediately upon issuance of the written decision and then shall commence and run for the specified number of days thereafter.

Expulsion Periods

Any peace officer or city code compliance officer may expel any person who violates any applicable provision of law in the Dusk to Dawn Sleeping Area for a period of up to 30 days but not to exceed six months.





Notice of Expulsion Warning of Consequences

No person shall knowingly enter or remain in any park at any time in violation of a park expulsion order as issued and served upon the person in accordance to AMC 10.68.350. Entering a park in violation of an expulsion order constitutes Criminal Trespass in the Second Degree (ORS 164.245), which is a class C misdemeanor.

Appeal Process

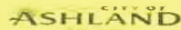
The person receiving this notice may appeal within 10 days in accordance with AMC 2.30 to have written notice rescinded or the period shortened. The appeal notice shall specify the relief sought and the reason for said relief. The written appeal should be delivered to: City Recorder, 20 East Main Street, Ashland, Oregon, 97520.

The Hearing Officer shall uphold the expulsion if, upon de novo review, the preponderance of the evidence convinces the Hearing Officer that, more likely than not, the person in fact committed the crime or violation, and that the expulsion is otherwise in accordance with law. If an appeal of the expulsion is timely filed under AMC 2.30, the effectiveness of the expulsion shall be stayed, pending the outcome of the appeal. If the expulsion is affirmed, the expulsion shall be effective immediately upon issuance of the written decision and then shall commence and run for the specified number of days thereafter.

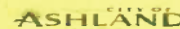
Expulsion Periods

Any peace officer, or park official or city code compliance officer may expel any person who violates any applicable provision of law in a city park from any or all city parks for a period of 30 days for any violation or for a period not to exceed the maximum jail period for any particular criminal offenses. If the person to be expelled from any park has been expelled from a city park on two or more occasions within two years before the date of the present expulsion for criminal offenses, the expulsion shall be for a period not to exceed 180 days.





ASHLAND POLICE DEPT. Tel: 541-482-5211
1155 E. Main St. Fax: 541-488-5381
Ashland, OR 97520 TTY: 800-735-2900



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www.ashland.or.us

Current AMC and ORS on fires

AMC 10.30.010 Unauthorized Burning-violation

ORS 164.335 Reckless Burning-misdemeanor but can't be charged unless damage to real property has been established



Current AMC and ORS on fires

Elevate AMC 10.30.010 to a Municipal Court misdemeanor



Medford has officer-based expulsions, it has been challenged in federal court and upheld in the case *Bilodeau v. City of Medford*

The same language the federal Judge leaned on to uphold the case has been included in the previous proposed draft.

These cities have some form of expulsion ordinance in place

Brookings
Canby
Corvallis
Cottage Grove
Eugene
Gresham
Hillsboro

Lake Oswego
Lincoln City
McMinnville
Medford
Milwaukie
Oregon City

Reedsport
Roseburg
Salem
Silverton
Tigard
Tualatin

Trying to minimize crimes and calls for service for negative behavior in a way that maintains fairness and equity for all, while allowing the police officers flexibility to address ongoing negative behavior concerns



Clarification

Some people have incorrectly conflated the rented jail beds with persistent violator arrests, these are not the same thing.

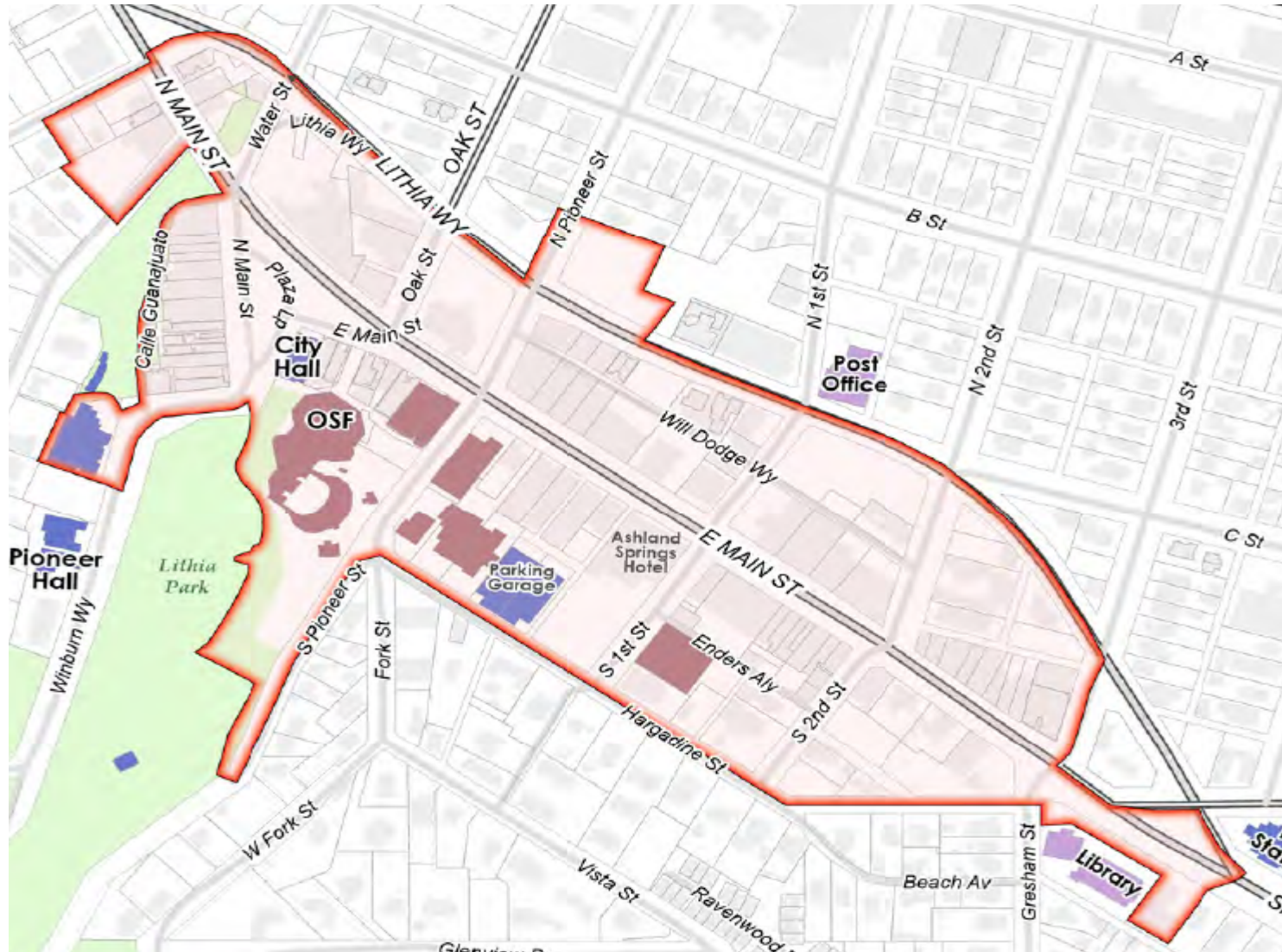


There are four recommendations, which can be taken as a whole or individually:

1. Allow for expulsions on officer's order for 3 or more qualifying violations issued, with judicial review within 10 days if the subject asks for it
open intoxication, drinking in public, marijuana in public, scattering rubbish, unnecessary noise, dogs-control required (note that these are violations anywhere in the City)
2. Allow for crimes charged in an ELEA to lead to expulsion
Misdemeanor 90 days, felony 180 days
3. Elevate unauthorized burning to a municipal court misdemeanor
4. Slight expansion of ELEA West (downtown) area to include the front lawn of the library, and adjacent property, and the park area across the street



Recommended





QUESTIONS?



Council Business Meeting

Date: April 15, 2025

Agenda Item	Proposed Changes to Enhanced Law Enforcement Area Process
From	Tighe O'Meara, Police Chief
Contact	tighe.omeara@ashland.or.us

SUMMARY

Staff is coming back before Council to seek direction on possible changes to the expulsion process within an Enhanced Law Enforcement Area.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Currently, under Ashland Municipal Code (AMC) 10.30.020, a chronic offender may be expelled from an Enhanced Law Enforcement Area (ELEA) after being convicted of at least three qualifying violations, or after being convicted of two crimes and one qualifying violation, or three crimes. While this framework has been a useful tool since its adoption in 2012, it is slow to respond to actual chronic negative behavior. In practice, it allows harmful behavior to go unaddressed while the offender continues to negatively impact the community. It can take several months for a criminal case to move through the court system, and violation-level offenses often take weeks or even months to reach conviction. Until that time, no expulsion can be sought through the municipal court by the City Attorney's Office.

Other communities have adopted expulsion ordinances that allow officers to issue an exclusion after a single qualifying violation—without waiting for a conviction. While that model may work for other jurisdictions, it is not the right approach for Ashland. At the same time, Ashland's current ordinance does not adequately address ongoing negative behavior that diminishes quality of life and creates an unsafe environment for all.

Staff proposes amending the AMC to allow a law enforcement officer to petition the municipal court judge directly for an expulsion order when the officer is aware of at least three qualifying violations committed within an ELEA, or at least one qualifying crime. The officer would present evidence of the substantiated offenses and affirm that the individual had been advised of the potential consequences of continued negative behavior.

Qualifying violations would include:

- AMC 10.40.030 – Consumption of alcoholic liquors in public places
- AMC 9.16.010 – Dogs, control required
- AMC 10.40.030 – Open containers (of alcohol) prohibited
- ORS 475B.381 – Use of marijuana in public place prohibited
- AMC 9.08.110 – Scattering rubbish
- AMC 9.08.170 – Unnecessary noise

Under the proposed procedure, when an officer issues a citation or makes an arrest for a qualifying offense within an ELEA, the officer would also provide the individual with written notice





Council Business Meeting

explaining the potential consequences of continued violations. When the threshold for petitioning the court is met, the officer would submit a request to the municipal court judge, summarizing the prior violations or crimes and confirming that the individual had received the advisory.

If the court issues an expulsion order, the individual would be notified and instructed to leave and not return to the ELEA. The person would have **10 days to appeal** the expulsion order, which would remain in effect unless and until reversed by the court.

The proposed expulsion periods are:

- 60 days for violation-level offenses
- 90 days for misdemeanor-level crimes
- 180 days for felony-level crimes
-

This approach achieves the efficiency that the current system lacks by allowing the City to respond quickly to public safety concerns and chronic behavior—without short-circuiting due process. By placing the decision in the hands of the court, a neutral and independent authority, the proposed process ensures that expulsion is imposed only when the legal threshold is met and that each case is evaluated fairly based on its individual circumstances. It preserves the fundamental rights of the individual while addressing harmful conduct in a timely and responsible manner.

FISCAL IMPACTS

There should not be a financial impact for this change, as the ability to expel a chronic offender already exists. This is a procedural change. There is a perception with some that expulsion order violators are exclusively lodged in jail beds paid for via the City's contract with the County to rent jail beds. This is inaccurate information. Expulsion order violators, like any person arrested for a municipal court misdemeanor, generally do not trigger a rented jail bed.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff requests Council give direction on whether proposed changes should be brought back before Council at a later date,

REFERENCES & ATTACHMENTS

1. ELEA 2.19.25
2. Final ELEA 02192025
3. 2024-11-19 Council Meeting
4. ELEA PP





Council Study Session

Date: February 19, 2025

Agenda Item	Enhanced Law Enforcement Area Changes
From	Tighe O'Meara, Police Chief
Contact	tighe.omeara@ashland.or.us

SUMMARY

Staff is bringing forward information to further the discussion around amending the Enhanced Law Enforcement Area (ELEA) ordinance. Council recently authorized the application of the current ELEA framework to the Ashland Street business corridor. Staff is bringing information in support of modifying the current ordinance to allow for more flexible response for APD officers to address chronic negative behavior.

Legal staff will also bring forward information on other cities' efforts to offer similar solutions, as well as providing options to allow for more tools to address incidents of reckless/unauthorized burning.

POLICIES, PLANS & GOALS SUPPORTED

NA

BACKGROUND AND ADDITIONAL INFORMATION

The ELEA framework has been part of Ashland Municipal Code since 2012. While this has been an effective tool in addressing chronic negative behavior, it has also proven to have some pitfalls that do not allow for officers to efficiently address chronic negative behavior.

FISCAL IMPACTS

The police department has a contract with the Jackson County Sheriff's Office to rent up to three jail beds at a cost of \$110 per night per bed. However, a person arrested under this ordinance is not automatically placed a jail bed pursuant to that contract. An arrest that does not fall under that contract does not incur any additional cost for the City.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff is seeking Council direction on how to proceed, if at all, on changes to the ELEA and other related ordinances.

REFERENCES & ATTACHMENTS

None





Proposed changes AMC 10.120 ELEA

Chief Tighe O'Meara

Charge based expulsion with court review

- 3 or more qualifying violation charges in an ELEA
- 1 or more criminal charge in an ELEA
- Officer presents this information to the court and requests the Muni Court Judge issue an expulsion order for 60, 90 or 180 days
- Defendant has 10 days to appeal

This allows for thew more flexible response for the officers that are seeing the same negative behavior, and allows fort the judicial review



Areas Covered:

- **Enhanced Law Enforcement Area (“ELEA”) East or West.**

Qualifying Events:

- You may be expelled and temporarily banned from an ELEA if you commit certain crimes or violations.

What Can Get You Expelled:

1. **Violations:** If you are charged with 3 or more of these violations within a 6-month period:
 - Littering (AMC 9.08.110)
 - Unnecessary noise (AMC 9.08.170)
 - Dog control required (AMC 9.16.010)
 - Drinking alcohol in public (AMC 10.40.030)
 - Having an open container of alcohol in public (AMC 10.40.040)
 - Using marijuana in public (ORS 475B.381)
2. **Crimes:** If you are charged with:
 - Any felony crime OR any misdemeanor crime against a person (such as assault, harassment etc.) OR misdemeanor unauthorized burning
 - 2 or more misdemeanors (such as minor theft or trespassing etc.)

How the Ban Process Works:

1. A police officer has cited you with the offenses as noted above
2. The officer will give you notice of the date and time of the hearing at the Ashland Municipal Court (at 1155 E Main Street) to ask the Judge to expel you from the area
3. The officer will present evidence to the Judge regarding the Qualifying Event
4. If you are there, you can argue against the ban and ask for exceptions
5. If you fail to appear and notice was provided, the judge may issue an expulsion order without you being present

Expulsion Details:

- The expulsion lasts between 3 months and 1 year.
- If you are expelled from one ELEA, you may still go to the other ELEA
- You can still enter the area for specific reasons, like:
 - Fixing the issue that got you expelled
 - Going to public meetings
 - Getting essential services (medical, groceries, etc.)
 - Going to work or school
 - Traveling through the area in a bus, car, or bike
 - If you go to the ELEA under such exceptions, it must be in the 'active' pursuit of that exception

Appealing the Ban:

- You can ask for a hearing within 10 days of getting expelled from an ELEA
- The hearing will happen within 10 business days.
- If you ask for a hearing on time, the ban will not start until after the hearing.

Penalties for Violating the Order of Expulsion:

- If you are found to be in violation of an expulsion order, meaning you are in the ELEA while expelled, you may be arrested for trespassing.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AMC SECTION 10.120 ENHANCED LAW ENFORCEMENT AREA AND PERSISTENT VIOLATION

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined**.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1.

10.120.1 Enhanced Law Enforcement Area and Persistent Violation

A. It is the intent of the City Council to protect discrete areas within the City that are experiencing increased unlawful activity against becoming an attraction for more such activity and to protect the public against health and welfare hazards posed by persons who are attracted to these areas for opportunity to engage in or to contact others to engage in unlawful activity.

B. The City Council finds that the following geographic areas within the City are particularly affected by unlawful behavior and/or are subject to a disproportionate number of incidents of the unlawful activities comprising persistent violation as defined in AMC 10.120.020 below, and declares each of the following areas to be an enhanced law enforcement area (ELEA):

1. ELEA West (Downtown): As depicted in Exhibit A, attached to the ordinance codified in this section.
2. ELEA East: As depicted in Exhibit B, attached to the ordinance codified in this section.

10.120.2 Qualifying Events.

A. Qualifying Events. A person is subject to a civil expulsion per 10.120.040 from entering ELEA West or ELEA East under the conditions outlined below. Each area (ELEA West and ELEA East) shall have its own separate qualifying events; an expulsion in one area does not automatically apply to the other unless separate facts exist.

A “Qualifying Event” occurs when any of the following conditions are met:

1. Violation. An individual has been issued, but not necessarily convicted of, three or more of the following qualifying violations:
 - a. AMC 9.08.110 – Scattering Rubbish;
 - b. AMC 9.08.170 – Unnecessary Noise;
 - c. AMC 9.16.010 – Dogs – Control Required;

- d. AMC 10.40.030 – Consumption of alcoholic liquors in public places prohibited; or
 - e. AMC 10.40.040 – Open Containers Prohibited; or
 - f. ORS 475B.381 – Use of marijuana in public place prohibited.
2. Crimes. An individual has been lodged or issued criminal citation by a police officer, but not necessarily convicted of, any of the following crimes:
- a. Felonies: One or more felony charges.
 - b. Misdemeanors:
 - i. One or more person crime misdemeanor charge(s) as outlined in OAR 213-003-0001, as that authority may be amended from time to time.
 - ii. One or more misdemeanor unauthorized burning charge(s) per AMC (insert cross reference)
 - iii. Two or more misdemeanor property charges as outlined in Chapter 164.

10.120.3 Process to initiate a Civil Expulsion

- A. Process. If a law enforcement officer has probable cause to believe a person has committed a Qualifying Event that may result in an expulsion from either ELEA West or ELEA East, the officer may request the Ashland Municipal Judge issue an expulsion order under 10.120.040, according to the following steps:
- 1. Provide notice to the charged individual of the date, time, and location the officer intends to request the expulsion.
 - 2. At the time specified in the notice, the officer shall present evidence to justify the expulsion under the terms of this chapter.
 - 3. If a charged individual is present, the Ashland Municipal Judge shall afford the opportunity to (1) contest the expulsion and (2) request any relevant variances should the expulsion order be issued.
 - 4. The expulsion order shall be effective upon personal notice.

10.120.4 Civil Expulsion Order

A. Unless reasonable cause exists to order otherwise, upon the finding that a Qualifying Event exists under 10.120.020 the Court shall enter a judgment expelling the person from the applicable ELEA, as defined in AMC 10.120.010.B, for a period of not less than three (3) months and not more than one (1) year. Any civil expulsion order shall also specify exceptions to the terms of the expulsion from the applicable ELEA, as follows:

- 1. The person expelled may be present in the applicable ELEA for one or more of the following activities:

- a. To actively address or remedy the subject offense if ordered to do so by the Court, perform official governmental business, attend public meetings, or other rights protected by the Oregon or federal constitution.
 - b. To actively pursue or obtain social, medical, pharmaceutical, groceries, or other services reasonably deemed related to the needs of the person not otherwise available outside the applicable ELEA;
 - c. To actively secure or maintain lawful employment or attend registered educational programs;
 - d. Any other variance conditions that might exist under 10.120.5(F).
2. The expelled person is actively traveling through the applicable ELEA. For ELEA West, this travel exception is limited to those traveling in a vehicle or on public transit while using a necessary street or highway to reach a destination outside of the ELEA West area.

10.120.5 Appeal of Expulsion Order; Variance

A. Appeal Process for Expulsion Order:

1. **Right to a Hearing:** A person who receives an expulsion order has the right to request a hearing to challenge the expulsion order, seek a reduction in the expulsion period, or request a variance.

B. Filing a Hearing Request:

1. The request for a hearing must be submitted in writing to the Municipal Court Clerk at Ashland Municipal Court within ten (10) days of receiving the expulsion notice.

C. Scheduling and Conducting the Hearing:

1. The Municipal Court Judge shall conduct the hearing within ten (10) business days of receiving the request.
2. The hearing may be rescheduled for good cause but must be held no later than five (5) additional business days from the rescheduled request.

D. Effect of a Timely Filed Appeal:

1. If an appeal is filed within the specified time, the period of expulsion is stayed pending the outcome of the appeal. If the expulsion order is upheld, the remaining period of expulsion will take effect immediately upon the issuance of the Municipal Court's decision.

E. Burden of Proof and Decision:

1. The City must prove the validity of the expulsion order by a preponderance of the evidence. If the Municipal Court finds that the expulsion order was based on conduct prohibited by AMC 10.120.2 and is otherwise lawful, the court shall uphold the expulsion order.
2. If the court finds that the City has not met its burden of proof or that the expulsion order is unlawful, the court shall rescind the expulsion order.
3. If the court finds the City has met its burden of proof but determines that the length or scope of the expulsion order is unreasonable under the circumstances, the court may issue an order to shorten the expulsion period or allow for a variance.

F. Variance:

1. A court of competent jurisdiction may, at its discretion, grant a variance to an expelled person at any time during the period of expulsion if the person demonstrates by clear and convincing evidence that:
 - a. The person has a legitimate and compelling need to engage in a specific, non-criminal activity within the expulsion area that is unrelated to the behavior leading to the expulsion, such as employment, medical appointments, or caring for a dependent;
 - b. The person resides within the expulsion area and no reasonable alternative housing or accommodation is available outside the area that would allow compliance with the expulsion order;
 - c. The person has a specific and compelling need to obtain essential goods or services that are not reasonably available outside the expulsion area, such as access to unique medical services, prescription medications, or other necessities critical to the person's health or well-being.
 - d. Providing a variance serves the interest of justice, public safety, or public welfare.

10.120.6 Civil Expulsion Penalty

A. Violation. If a person subject to a civil expulsion order is found within the boundary of the applicable ELEA during the expulsion period, that person may be arrested for Criminal Trespass under ORS 164.245.

SECTION 2. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.

PASSED by the City Council this _____ day of _____, 2025.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2025.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney



Council Business Meeting

Date: August 4, 2025

Agenda Item	Ratification of 3- Year Labor Agreements between IBEW Electrical Union Local 659, IBEW Clerical Union Local 659, LiUNA Local 737, and Resolution No 2025-22. Clarifying Certain Employment Conditions for Management, Confidential and Non-Represented Employees
Department	Human Resources
From	Molly Taylor, Director

TIME ESTIMATE

30 minutes

CATEGORY

Informational - this is to inform the body on a particular topic. No motion or direction needed.

SUMMARY

Timeline of Council Action:

- August 16, 2022 Council approved prior agreements covering the past three fiscal years FY2022-FY2025
- Council funded a Compensation and Classification Study during the 23/25 biennial budget process
- May 6, 2025 Executive Session: To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660(2)(d)
- May 20, 2025 Executive Session: To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660(2)(d)
- May 20, 2025 Compensation and Classification Study presented to City Council
- June 17, 2025 Council postponed a decision on Resolution Clarifying Certain Employment Conditions for Non-Represented Employees

The current labor agreements between the City of Ashland and the IBEW Clerical and Electrical employees, LiUNA Laborers and Unrepresented employees for fiscal years 2022-2025 expired June 30, 2025. Tentative agreements have been reached among the three bargaining groups as well as an update drafted for the resolution outlining conditions of employment for unrepresented employees. These agreements represent 181 City employees of the total 272 positions at the City. If any or all collective bargaining agreements are not approved, City management will return to the bargaining table with the various unions to negotiate a new proposal. Note, any new proposal cannot have a smaller impact than the one currently proposed. If the employment resolution for non-represented employees is not approved, employees will continue to receive salaries and benefits under the current agreement.



Council Business Meeting

Annual Wage Increase by Group vs. Total Budget

	Effective July 1, 2025			Effective July 1, 2026		Total % for Biennium
	Total Positions	Total Annual Wage Increase	Percentage of Total Budget	Total Annual Wage Increase	Percentage of Total Budget	
Management Resolution						
Executive Management	17	\$ 127,144.27	0.034%	\$ 52,776.77	0.014%	0.048%
Supervisors	32	\$ 127,939.82	0.034%	\$ 65,381.78	0.017%	0.052%
Front Line Staff	43	\$ 162,029.52	0.043%	\$ 64,173.60	0.017%	0.060%
Total	92	\$ 417,113.60	0.112%	\$ 182,332.16	0.049%	0.160%
IBEW 659						
Clerical	33	\$ 84,719.60	0.023%	\$ 44,173.13	0.012%	0.034%
LIUNA 737						
Laborers	42	\$ 105,902.36	0.028%	\$ 57,097.20	0.015%	0.044%
IBEW 659						
Electric	14	\$ 83,444.15	0.022%	\$ 51,917.45	0.014%	0.036%

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and City Services

BACKGROUND AND ADDITIONAL INFORMATION

How Wages and Benefits are Established for City Employees

For employees who are represented by a union, wages and benefits are established through collective bargaining agreements. These collective bargaining agreements are negotiated agreements between the City and the Union. The collective bargaining agreements are then approved by union members and City Council. For employees who are not represented by a union, wages and benefits are established by a resolution adopted by City Council. Typically, the resolution reflects similar employment terms to those negotiated with the unions. These agreements are typically for two to three-year periods.

Compensation & Classification Study

Classification and compensation studies are tools to review our existing compensation structure and receive commendations on how to improve the structure, eliminate pay disparities and ensure the City is competitive enough to recruit and retain employees. The City's last Compensation and Classification study was conducted in 2008. McGrath Group recently finished a Classification and Compensation Study that was presented to City Council on May 20, 2025. The McGrath Study recommends:

- Create one salary schedule for all employees (rather than the current 15 schedules).
- Standardize the number of salary steps across positions (currently ranges from 0-10 steps depending on position).
- Address issues of compression between pay grades and clarify position hierarchy,
- Update job position titles to reflect what is common across the industry.
- Establish a compensation philosophy that is based on average market rates to retain competitiveness in the current labor market.

Proposed Collective Bargaining Agreements and Resolution for Non-Represented Employees



Council Business Meeting

The City currently has tentative agreements with the following unions. These proposals have been voted on and approved by union members.

- IBEW Clerical-clerical workers across the City
- IBEW Electric-electrical and fiber network workers
- LiUNA Laborers- technicians, plant operators, mechanics, etc.

In total, the proposed agreements and the resolution represent 181 of the City's 272 employees. The proposed Collective Bargaining Agreements and the employment resolution contain the following changes from prior labor agreements:

- Adoption of a new salary schedule based on average market rates with 8 annual steps (3% salary increases reduced from 5% salary increases)
 - Placement on the salary schedule at the closest step to the employee's salary as of June 30, 2025, without a decrease. If the employee's placement on the new salary schedule results in an increase of less than 2.5%, they will automatically move one additional step.
- 2% cost-of-living adjustment in FY27 and FY28
- Increase of 0.5% to VEBA health reimbursement arrangement (HRA)
- 3 personal days per year
- Addition of Christmas Eve Holiday
- Salary and benefits retro to July 1, 2025

FISCAL IMPACTS

The City of Ashland adopted its biannual budget before collective bargaining agreements had been negotiated. The table below outlines how much (salary and benefits) the proposed contracts and employment resolution fall outside what is currently budgeted by fund, as well as cost savings identified to absorb those additional costs.

Fund	Cost Difference from Budget (BN)	Identified Savings to Offset Impact (BN)
General Fund	\$881,500	\$1,001,221
Electric Fund	\$448,635	\$570,000
Water Fund	\$185,000	\$200,000
Wastewater Fund	\$92,700	\$100,500
Stormwater Fund	\$25,700	\$25,575
Street Fund	\$76,200	\$78,000
Telecommunication Fund	\$101,700	\$105,000

Adjustment to budget to accommodate additional variance needed from the budgeted 2% each year this biennium to include impact on both wages and benefits

Identified Cost Savings to Offset the Impacts of Proposed Employment Terms



Council Business Meeting

<i>General Fund</i>		FY26	FY27	Total
	Eliminate Finance Manager Position	\$148,306	\$159,915	
	Delay hiring Park Tech I	\$100,000		
	Healthcare Premium Savings	\$49,000	\$49,000	
	Shift to fully insured PLO Plan	\$455,000		
	Reduction in HR Professional Services	\$40,000		
				\$1,001,221
<i>Electric Fund</i>				
	Clean Fuel Credit Sale	\$570,000		
				\$570,000
<i>Water Fund</i>				
	Eliminate Generator Replacement	\$200,000		
				\$200,000
<i>Wastewater Fund</i>				
	Healthcare Premium Savings	\$9,500		
	Reduction in Professional Services	\$70,000		
	1% Vacancy Rate Savings	\$21,000		
				\$100,500
<i>Stormwater Fund</i>				
	Healthcare Premium Savings	\$1,575		
	Reduction in Professional Services	\$24,000		
				\$25,575
<i>Street Fund</i>				
	Delay in Vehicle Replacement	\$78,000		
				\$78,000
<i>Telecommunication Fund</i>				
	Delay in Vehicle Replacement	\$75,000		
	Bandwidth Contract Renegotiation	\$30,000		
				\$105,000

Financial Stabilization

Personnel costs will continue to be a significant proportion of the City's budget. Additional actions are being taken to ensure continued fiscal stability beyond this biennium.

Appropriate Utility Rates

As discussed during the budget process, delays in rate increases for utilities have put increasing pressure on the City's enterprise funds and via, franchise fee impacts and electric use tax impacts, on the City's General Fund. The following items will come before City Council for a discussion that will impact the financial stability of various funds moving forward:

- Electric rate increases: The last rate increase was in July of 2021. Preliminary estimates of the recommended rate increase will result in a General Fund impact of just under half a million for the biennium, if adopted. BPA is currently projecting costs through 2028, which will help the City stabilize rates in the short term.
- Wastewater and storm drain rate increases: The last wastewater rate increase was in 2019 for wastewater and 2022 for storm drain. Preliminary estimates of the recommended rate increase will result in a General Fund impact of just under \$40,000 for the biennium, if adopted.

Right-size staffing

The City continues to evaluate both its level of staffing and the ratio of managers to front-line staff. Both the Finance Department and Parks Department are working to adjust positions to bring management numbers more in line with industry standards. The City is in the process of implementing payroll software, new utility billing



Council Business Meeting

software and expanding the use of permitting software. These technologies will change how employees work by streamlining and automating some services, while allowing the City to right size or re-prioritize staff towards needed areas.

Fleet Evaluation

The City continues to work with departments to ensure the right size fleet and replacement schedule.

Current contract evaluation and negotiation for service cost

The City continues to review its contracts to ensure need and accurate pricing working with vendors to right size or reduce costs.

Building Department Fund

Per State directive, this biennium, the community development department will work to create a building department fund that will operate like an enterprise fund, where building permit fees will be used to fund building department staff. This will remove 4.7 FTE them from the general fund.

Consideration of contractual services

The City will continue to examine if there are opportunities to contract certain elements to ensure service levels while maintaining reasonable staffing levels.

Building Consolidation and Divestment

City Council will be presented with a comprehensive building assessment and space need analysis this fall. This body of work includes suggestions for the divestment of City properties which will have a direct impact on the funding needed for maintenance of these facilities over the short- and long-term.

Single Role Program

The City continues to monitor the expense to income ratio of the expansion of the single role program while monitoring federal changes in funding that may impact projected City revenues.

Long-term financial planning

The City is undergoing long-term financial planning to ensure fiscal sustainability moving forward with longer term forecasting and widening the model to incorporate various scenarios.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

- I move to approve the three-year labor agreements with IBEW Electrical union, the IBEW Clerical/Technical union, the LiUNA local union and Resolution No. 2025-22 and repeal and replace the Resolution of the same title and authorize the City Manager to sign the three-year agreements.

REFERENCES & ATTACHMENTS

1. 052025 Final Executive Report Ashland
2. McGrath Power Point 5.20.25
3. Comparables
4. CPI vs COLA Detail
5. CPI vs COLA Summary
6. 2025_2028 IBEW Electric Contract FINAL
7. IBEW Electrical 2022_2025
8. Electric Proposed Salary
9. 2025_2028 IBEW Clerical Contract FINAL
10. IBEW Clerical 2022_2025
11. IBEW Clerical Proposed Salary Placement
12. 2022_2025 Laborers Contract Final_w_signatures
13. 2025_2028 Laborers Contract FINAL



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14. Laborer Proposed Salary Placement
15. 2022 Management Resolution_FINAL_Signed
16. 2025_2028 Non-Represented Resolution FINAL
17. Updated Non-Represented_Parks Proposed Salary Placement
18. Annual Wage by Group vs Total Budget





Classification and Compensation Study Final Executive Report

for

City of Ashland, OR



March 2025



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Introduction

McGrath Human Resources Group, Inc., an organization that specializes in public sector consulting, was commissioned by the City of Ashland, Oregon to conduct a Classification, Compensation and Benefits Study for both union and non-union positions.

The purpose of the Classification and Compensation Study is to assist the City in reviewing and analyzing the current compensation structure, obtain recommendations for improvements to the existing structure, and obtain recommendations to ensure internal equity and external competitiveness. The City has not conducted a comprehensive compensation study since 2008. With the multiple unions, it was time to ensure that positions are not only competitive to the market but also ensure positions throughout the organization are internally equitable. In addition, the City asked for a review of the benefits to look at a Total Compensation strategy.

The Consultants would like to extend their appreciation to the City Manager, Human Resources Director, Department Directors, and employees for their time, cooperation, and sharing of information and perceptions with McGrath Human Resources Group.

Methodology

Data Collection

The project involved several steps: collection of data, interviews, and data analysis. The first step of this Study involved gathering data that pertains to current compensation practices within the City. The Consultants received information relating to current salaries, specific policies, collected market data, and current job descriptions.

Interviews were conducted with the City Manager, Human Resources Director, Department Directors, and other management personnel within each Department. The purpose of these meetings was to first, gain an understanding of the City's current compensation practices and philosophy; second, to solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, to determine if there were any positions within the City that were difficult to recruit, retain, or were otherwise unique in the position's responsibilities.

Employees from each Job Classification were then asked to complete a Position Questionnaire (PQ) which provided extensive information about the position. The Consultants utilized the Position Questionnaires completed by the employees, which had been reviewed by supervisory employees, to gain a better understanding of the job responsibilities, skills, and various competencies of the position.

City Administration provided each department a list of job titles and the pay grades – without salary ranges. Based upon the comments provided, the Consultant made some changes to placement of positions within the pay grades.

Upon completion of the draft compensation schedule, the Consultant met with the City Manager and Human Resources to finalize the compensation structure.

Labor Market

In order to gain information from the external market, through interviews with the Department Directors and City Administration, a list of comparable organizations was established. That list was reviewed, edited, and approved by the Administration. The list was also derived from what a negotiator would use for comparable organizations in Oregon. Thus, the list started with five (5) organizations with populations that are higher, and five (5) lower than the City of Ashland. Additional comps were added based on input from Department Directors that felt these organizations had positions that were ‘similar’ or they knew employees had left to go to the organization or is within a recruiting area.

Each of the comparable organizations were contacted requesting current salary schedules and incumbent data. The following comparable organizations were contacted:

Table 1: Comparable Organizations

Approved Comps
City McMinnville
City of Central Point
City of Corvallis
City of Eugene
City of Forest Grove
City of Grants Pass
City of Hermiston
City of Klamath Falls
City of Lake Oswego
City of Lebanon
City of Medford, City
City of Milwaukie
City of Roseburg
City of Sherwood
City of Wilsonville
Jackson County
Josephine County
Electric - Additional Comps
Canby Utility Board

City of Canby
City of Monmouth
Forest Grove Light & Power
McMinnville Water and Light
Fire - Additional Comps
City of Newberg*
City of Redmond
City of Wilsonville
Jackson County Fire District
Redmond Fire & Rescue
Tualatin Valley Fire & Rescue District
Park - Additional Comps
Bend Parks & Recreation
PW - Additional Comps
Medford Water Commission
*Did Not Participate

The collection of this compensation data was utilized to analyze the average Market Minimum, Midpoint, and Maximum Rates per defined benchmark positions. A comparison of the average salary of the positions to the salary of incumbents within the City was also performed. When necessary, evaluation of the comparable organization's job description, when available online, was utilized to resolve conflicts. In some cases, titles were altered to better align with the industry or responsibility. Not all positions are reflected in the following data analysis. In some situations, data was not available in the external market, data was insufficient, or there were no internal matches at the time of the Study.

The data will be presented for the City as a whole.

Market Data Solicited

The market survey gathered the following 2024 information: Minimum, Midpoint, and Maximum salary for the positions as well as the average salaries of the incumbents. Upon examination, salaries were eliminated if statistically too high or too low so as not to skew the average (typically within one to two standard deviations). A new average was then calculated with the remaining salaries. There was a great deal of time spent analyzing the data to ensure that each position was examined based on the data available and how the responsibilities of each position align within the City.

The market data will be presented to show how the entire organization compares to the external market rate, followed by individual comparisons for Non-represented, IBEW Clerical, IBEW Electric, Laborers, Parks, and Public Safety units.

Market Analysis – All Positions

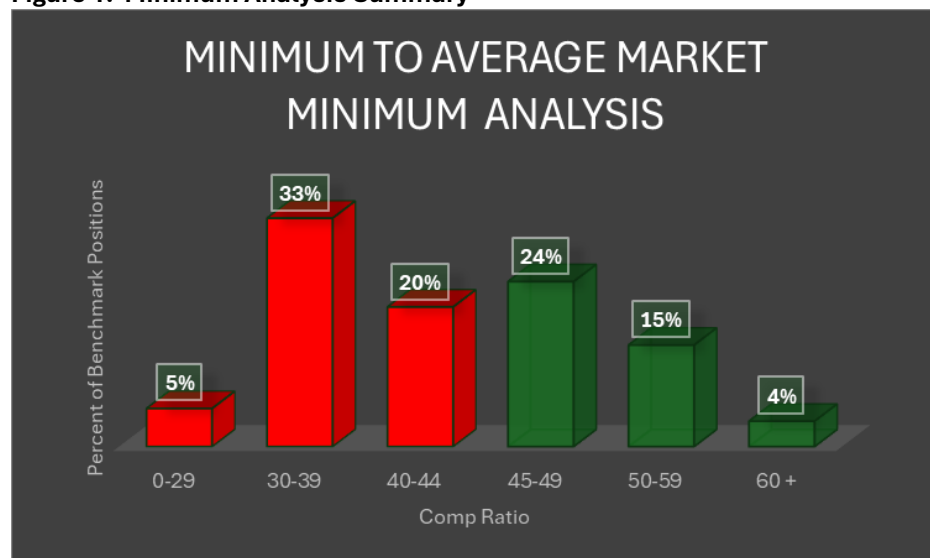
In order to analyze the ranges, a comp ratio is used, which is a ratio of the City's salary in relation to the external market data. A 50% comp ratio would mean that the salary is in line with the external market while utilizing +/-5% range around each data point. Thus, if a position has a comp ratio of 45% or greater, the employee is considered to be competitively compensated. However, given current labor market conditions, these comp ratios may still be facing challenges with recruitment or retention and have been identified separately.

Minimum Salary Comparison

The analysis of the minimum salary range gives an initial indication of whether starting salaries are within an acceptable market range. When building a salary schedule, consideration of this information will ensure the City's minimums are within an acceptable range to the average market minimum; however, this analysis is only the beginning in the development of a compensation schedule.

Approximately 58% of the benchmarked job titles are below the average market for minimums. Overall, 42% of the positions are within the acceptable average market minimum. Figure 1 below provides a summary of findings.

Figure 1: Minimum Analysis Summary



*May not total 100% due to rounding

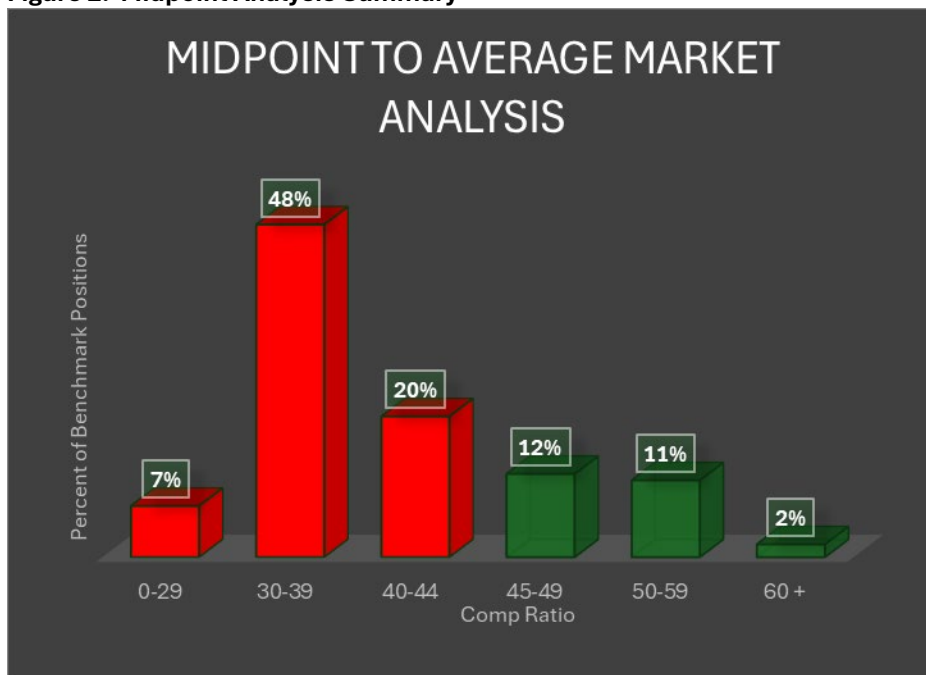
Average Midpoint Salary Analysis

The Consultants wanted to know if the midpoint of the existing salary schedule was aligned with the average market; therefore, a midpoint analysis between the City's midpoint and the

market average was conducted. In many compensation structures, the Midpoint represents the average market rate. An employee should be at or above the average market rate typically within three (3) to five (5) years of service. This indicates the employee is fully capable of performing all of the duties of the position and should be paid at the average market rate.

Again, a comp ratio less than 45% would indicate the salary ranges are not aligned to the market. Approximately 75% of the midpoint of benchmarked positions are lower than the average market. Overall, 25% of the positions are within the acceptable average market at the midpoint. The following is a summary of findings.

Figure 2: Midpoint Analysis Summary

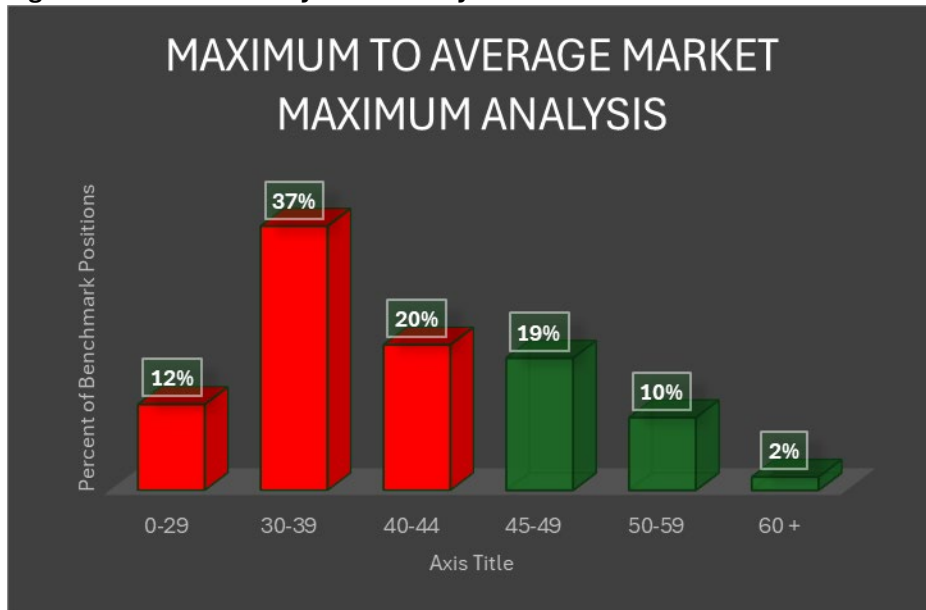


*May not total 100% due to rounding

Average Market Maximum

The Consultants wanted to know how the maximum rates aligned with the average market; therefore, a maximum rate analysis between the City's maximums and the market's maximum average was conducted. Again, a comp ratio less than 45% would indicate the salary ranges are not aligned to the market. Approximately 69% of the maximum rates of benchmarked positions are lower than the average market. Overall, 31% of the positions are within the acceptable average market at the maximum, although maximum rates by the nature of compensation philosophy may vary significantly. The following is a summary of findings.

Figure 3: Maximum Analysis Summary

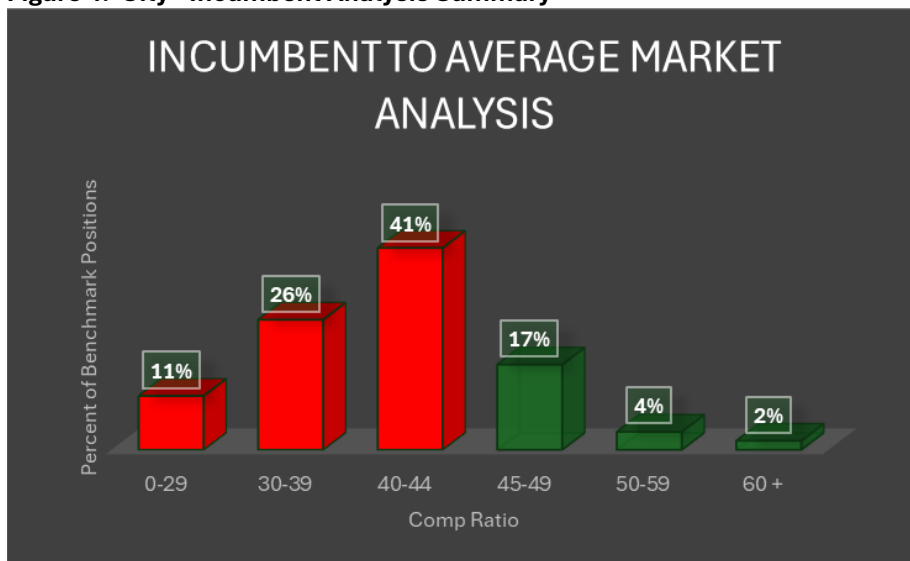


*May not total 100% due to rounding

Average Market Salary Analysis

The next step is to compare the City's current incumbent salaries to the average market rate to assess how competitive incumbent wages are within the market. For this purpose, an *average* of current employee wages is utilized for positions with more than one (1) incumbent. Twenty-three percent (23%) of the positions are at or above the average market rate, and 79% of positions are in a lower comp ratio that may not be at market competitiveness. One needs to consider tenure of employees, which is discussed in the Employee Demographics section. The Figure below provides a summary of findings.

Figure 4: City - Incumbent Analysis Summary



*May not total 100% due to rounding

Market Data Summary

The City has not kept pace with the external market. There needs to be adjustments not only to positions within the salary range; but also with the salary ranges.

Summary

Overall, regardless of union or non-represented, the vast majority of positions have fallen below the average market. Thus, adjustment to the salary ranges needs to occur.

Current Compensation System

There are 15 salary schedules. These include six (6) union schedules:

- **IBEW Clerical**
 - o Schedule has 16 pay grades, although 1 pay grade is no longer used
 - o There are 4 steps within each grade that range from 5 -6%
 - o The pay grades are in numerical order, and those that have the minimum in chronological order, have 23-25% between the pay grades
 - o Although in chronological order by Clerical number; the minimums are not so it is difficult to determine the percentage between the pay grades.
- **IBEW Electrical:**
 - o 9 pay grades with only a minimum salary
 - There is 1% - 10% between these 9 pay grades
 - o 6 pay grades with 5 steps. The distance between steps ranges from 4 – 29%
 - o Although these pay grades are numbered sequentially, the minimums are not in sequential order so difficult to determine the percentage between the pay grades.
- **IAFF-Fire**
 - o There are 14 pay grades
 - o The FF/EMT-O grade has 5 steps that are 4 – 5% apart; however, the remainder of the pay grades only have 3 steps that are 2 – 3% apart.
 - o There is 5% between the pay grades. As such this is going to cause compression between the ranks, especially when overtime is incurred.
- **Laborers**
 - o There are 7 pay grades
 - o There is 5 – 6% between the 5 steps
 - o There is 24% between pay grades
- **Non-Represented**
 - o There are 5 different salary schedules
 - Exempt Management
 - 10 steps with 3 – 5% between the steps
 - 29-42% between the 4 pay grades

- Exempt Supervisor
 - 7 pay grades with approximately 22% between the grades
 - Each grade has 5 steps that are 5% apart
- Non Exempt – Sergeants
 - 1 pay grade with 5 steps; 5% apart
- Non Exempt
 - 3 pay grades that are 22% apart
 - 5 steps that are 5% apart
- Non-Represented Non Supervisor
 - 5 pay grades that are 22% apart
 - All have 5 steps that are 5% apart
- Non-Represented Confidential
 - 5 pay grades that are 22% apart
 - Each pay grade has 5 steps that are 5% apart
- Elected
 - Has 2 positions with one salary
- **Parks**
 - o There are 3 salary schedules within this group
 - Parks Executive management
 - 1 pay grade with 10 steps that are 2 – 5% apart
 - Parks Exempt Supervisor
 - 2 pay grades that have 5 steps that are 5% apart
 - The 2 pay grades are 22% apart
 - Parks Non Exempt Supervisors
 - 17 pay grades grouped by Clerical and Maintenance
 - All have 5 steps that are 3 – 15% apart
 - For those in sequence, there is 22-25% between the pay grades
- **Police**
 - o 5 pay grades
 - 2 pay grades have 6 steps that are 4 – 6% apart
 - 3 pay grades have 5 steps that are 5-6% apart
 - o There is 27% between the police officer and senior police officer
 - o Whereas there is 23-36% between the remaining 3 pay grades.

The Consultant combined all of the salary schedules in sequential order by the minimum. There is considerable overlap between pay grades; compression between the various pay grades, and the inconsistency between the pay grades is illustrated. The spreadsheet has been provided to the City Administration under separate cover.

Significant issues in this study are the number of schedules, the inconsistency in which they are developed, the difficulty to determine the hierarchy of positions and as such, minimize

compression. In addition, the City does not have methodology for placing positions within the salary schedule.

Compensation Philosophy

A compensation philosophy is an organization's financial commitment to how it values its employees. The goal of this philosophy is to attract, retain, and motivate qualified people. A consistent philosophy provides a strong foundation in determining the type of total compensation package to offer employees.

There are foundational aspects of compensation to assist with the development of a compensation philosophy to ensure the goals of compensation align with the goals of the organization. First, there are basic questions to consider:

1. What is considered a fair wage?
2. Are wages too high for the financial health of the organization?
3. Does the compensation system reflect the value of positions within the organization?
4. Is your compensation strong enough to retain employees?
5. Do you currently have a defined compensation philosophy?
6. If so, is your compensation philosophy keeping in line with labor market change, industry change, and organizational change?

The City is in business to provide services to the citizens, businesses, and visitors of the community. It does that through hiring qualified employees who lend their skills and talents to various positions within the organization. Without those individuals, the City would cease to provide infrastructure, safety, court services, and other essential services and process the necessary functions to keep those systems in place. Employees expect a compensation system that pays a competitive wage for the skills, education, and responsibilities of the position, and the City is in close proximity to larger communities and organizations that lead the market's wages.

In order for the City to be competitive with recruitment and retention, it is recommended the City establish its compensation philosophy that is based on an *average market* compensation so the City can be competitive in the current labor market. The following sections support that recommendation.

Employee Demographics

In reviewing the City's employee demographics for positions covered in the Study, the tenure of the organization ranges from new hire – 36 years. The overall tenure average of the employees is 8.76 years. The national average in the public sector is currently 6.4 years

(Local Government-Bureau of Labor Statistics, September 2024), showing the City is greater than the national average. In order to have a full picture of the City, one needs to explore these demographics further. These findings are in the following Figures.

Figure 5: Employee Demographics by Years of Service

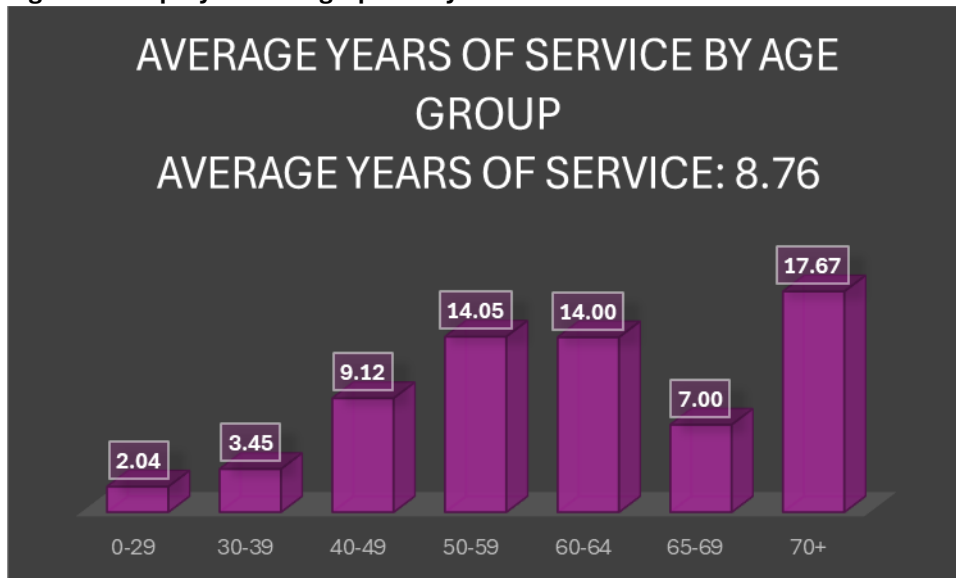
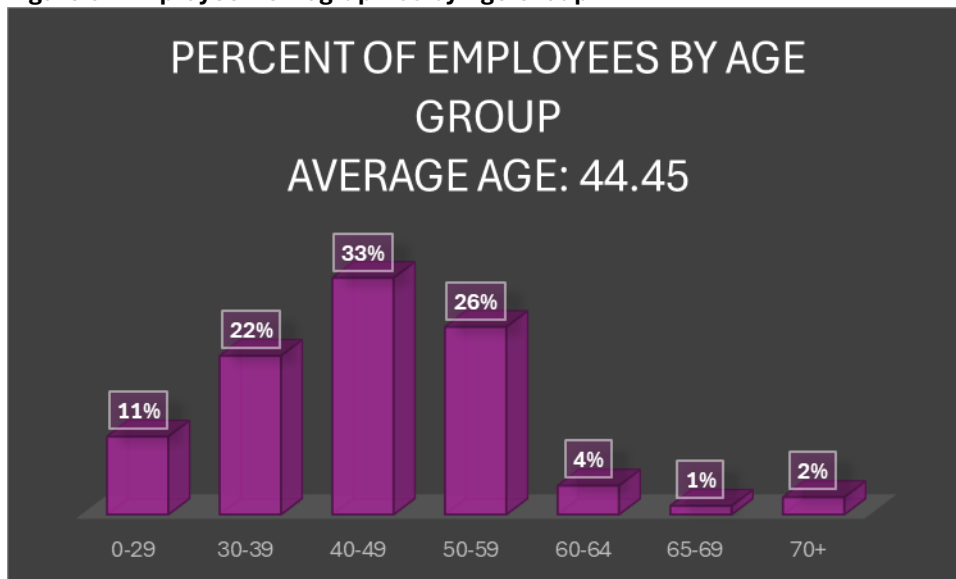


Figure 6: Employee Demographics by Age Group



The above Figures show those in age groups 50 and above have the longest tenure of the organization and represent 34% of employees covered under this Study. The City should expect turnover simply due to retirements over the next decade and beyond. When these employees leave the City, the average tenure of the organization is going to decline further, as their tenure is boosting the current average tenure. This data should be monitored at least annually.

The demographics profile also illustrates that 33% of the workforce is under the age of 40, and this is likely the cross-section of employees who are seen as more mobile in today's workforce, focus heavily on work/life balance, and consider non-compensatory benefits for the purposes of retention. This group also changes jobs quickly because it results in earning higher wages as opposed to remaining with one organization for a longer period of time, which is notable as average tenure in these age groups is about 5.5 years.

What is interesting is that 59% of the City's employees are within the 40-59 age group. This group typically is more stable and less likely to switch employers. Although, with the current economy, this group is highly desirable to other employers due to their experience and knowledge. Thus, the City needs to not only be cognizant of recruitment, but also how will it retain employees, as well as transition all that institutional knowledge as this group nears retirement.

Public Sector Turnover/Recruitment Challenges

According to human resources professionals across the United States, it is becoming progressively harder to hire qualified personnel. Looking at a tight labor market, recruitment and retention of qualified personnel with the necessary skills for public service has topped the list of workforce challenges for the last several years, and nearly all human resources professionals reported moderate to significant increases in vacancies within their organizations.

There has been a rise in job openings in the government and the private sector; however, this is not a recent phenomenon; openings have been going up steadily since 2009. The likely reason behind this trend is that while the demand for personnel with specific skill sets has gone up in the government and the private sector, both haven't been able to find adequate personnel to fill these roles. In government, some of these roles may be specific to the work it typically does such as provision of social services and ensuring law and justice. But in others such as technology, the government has been increasingly competing with the private sector for tech-related talent. This is evident from trends in occupational employment. This is not necessarily a new issue, but some employers do state it has become increasingly problematic to operations. Public employers have been experiencing ongoing challenges of this nature for almost a decade.

Governments historically have had a compelling proposition to offer workers secure lifetime employment and generous health benefits followed by a robust pension for retirement, which is no longer the case.

Public employers are battling for their talent because:

- The "Silver Tsunami" identifies between 30%-40% of local government workers eligible to retire, and there is a workforce gap.

- Long-term employment has less appeal for the younger workforce.
- There is a real or perceived decline in public support for government workers.
- Public employers do not feel they can compete with salaries and benefits as benefits erode and the private sector is more competitive.
- There is a growing skills gap. Many government jobs now require specialized education or training. Fewer positions are ‘learn on the job.’
- Public employers are not able to offer the same level of flexible work arrangements to all employees.
- Limitations in technologies prevent efficiency and automation.
- There are limited financial resources.
- Not all work cultures are satisfying and supportive.

The Great Resignation and Private Sector Influence

Compounding the public sector recruitment challenges, the country has experienced continued private industry prosperity, record inflation, record retirements, and record turnover from an otherwise qualified workforce, causing all industries, both public and private, to be competing for already limited human resources. This has led employers to increase wages for all positions to help recruit and retain their talent. The effect has been substantial, and nearly every employer is experiencing recruitment and retention challenges. Many businesses report the lack of available workers and have curtailed their ability to meet current work demands, while raising wages.

Inflationary Impact on Employees

The latest trend that has impacted human capital is Inflation. Inflation may be showing signs of it slightly cooling in 2024 over 2023, but unrelenting high costs are not lessening. Persistent inflation has pushed many in today’s workforce to live paycheck to paycheck, cut back on expenses, dip into their savings and stop contributing to their retirement accounts, etc. It is also becoming an issue for mental health, because there is no sense of control over the issue. Because there is no sense of control over high costs, the “dollar” for employees does not stretch as far. Employers have a role in addressing this issue. Offering competitive wages that keep up with the rising cost of living is crucial not only for retaining employees but also for ensuring their well-being, so employees do not feel they have to leave simply because they cannot afford to stay.

Salary Schedule Options

The salary structure is one of the basic building blocks of a base compensation program. The type of structure sends a clear message about an organization's approach to job design, work processes, and organization structure. The type of salary structure an organization chooses must fit its culture, business needs, and operating cycle. The options discussed included the following:

Step Model

A compensation system that is common in the public sector is the step system. Within this system, individuals receive a set increase based upon years in position to advance to the market rate. Individual performance should be a factor of compensation, as movement to the next step should be based upon acceptable documented performance. Step models are also generally predictable so employees can see their advancement through the range, are easy to budget for, and can be administered with administrative ease.

Range Model

When considering a compensation system, some organizations gravitate toward a range model, with a standard mechanism to progress through the system. This gives the City flexibility in hiring based on qualifications and allows the employee to progress toward the market rate for the respective position within a reasonable period of time. The City can also incorporate performance increases in the future with this model.

Recommended Salary Schedule

The recommended compensation system is an 8-step schedule (the schedule has been provided under separate cover). The percentage between steps is 3% for all steps which results in a 23% salary range. This schedule is built off the average market, which is Step 5 of the recommended salary schedule. The percentage between pay grades varies to minimize compression between superior and subordinate positions.

To reset all of the various pay granges, all groups – represented/non-represented, have been placed onto one pay schedule. This provided an opportunity to ensure competitiveness to the external market, ensured the pay ranges in relation to the City's hierarchy and minimizing compression, as well as a review of all positions in relation to internal equity.

The recommended system has the pay grades coded by the various unions, in the event that the City desires to break up the schedule by the various labor groups.

Electric Schedule

The current salary schedule for IBEW-Electrical, for many of the positions, has only one (1) salary. The Consultant has placed these positions on the salary schedule; thus, providing eight (8) steps. It is not uncommon in the electric industry to have very limited steps in their schedules. Although the Consultant strongly encourages having all of the represented and non-represented groups on one salary schedule, there may be a case to pull the technical positions into an independent salary schedule. There is no internal comparability among many of these positions; rather, these positions compete with the private sector market.

Position Placement

Placement of positions in the salary schedule is based upon several criteria:

- Point factor system
- Market analysis
- Compression analysis
- Internal equity

Figure 7: Position Placement Diagram



The point factor system is a system that evaluates a position based on 13 competencies. Information in these categories is obtained through the completion of a PQ completed by employees and reviewed by the supervisor. This system evaluates a position on the following criteria:

- Education
- Licenses/Certifications
- Procedures/Guidelines
- Job Complexity
- Consequence of Errors
- Confidential Information
- Contact with Others
- Equipment, Machinery, Tools

- Use /Type of Technology
- Financial
- Leadership/Supervision
- Work Environment
- Physical Requirements

This point factor system will remain confidential. Often when supervisors and employees know the point factor system, an objective evaluation of the position becomes suspect, as the PQ addresses the criteria rather than the true responsibilities of the position.

It is essential for the City to understand that the combination of the minimum salary, market salary, point factor, compression analysis, and internal equity all make up the recommended compensation plan – not just one (1) factor.

After considering all these elements, the placement of some positions on the Salary Schedule have changed, with some positions now being placed in lower or higher pay grades than on the previous Schedule. This is not an indication that any given position is more or less important. Similarly, this is not a “reclassification” process, where a position is being evaluated on changes in responsibility, authority, or decision making that may place the position in a higher or lower pay grade, etc. This process is a complete reset of the Compensation System. This is sometimes difficult for employees, because they look only at where their position is placed on the Schedule and compare themselves to positions that have been placed higher. When this occurs, employees begin to compare their perception of the value of positions within the organization, and do not know, or disregard, the factors the Consultants considered when placing all the positions onto the schedule.

All union, nonunion positions and the multiple salary schedules have been placed onto one (1) salary schedule. The positions are coded so that if the City needs to separate the schedules based on union groups, it can be done. However, resetting all of the salary schedules onto one (1) has allowed for duplication of pay grades/positions to be eliminated; ensure alignment and minimize compression between subordinate and superior positions; as well as ensure internal equity among similar positions that were on different salary structures.

Employee Placement

To implement the recommended salary schedule, employees currently below minimum of the new pay range Step 1 will be placed on Step 1. Employees above Step 1 will be placed on the step closest to their current salary without a decrease.

For example, if the employee is earning \$15.00 and the closest step is \$15.02, it results in a \$0.02 increase. This may not be a significant increase and should only be viewed as a wage adjustment to move onto the new salary schedule, i.e., consideration is not given to how the employee is valued by the City, but rather it is a re-set of the salary schedule.

In most organizations, this type of placement proves problematic as employees feel that if they have more tenure in the position, they should be higher within the salary range. Although there is merit to this argument, placement on the schedule by years in the position proves to be very costly – something most public sector entities cannot afford.

Classification Structure

During the Study, there was an opportunity to better align job titles with responsibilities, moving away from the current general classification title and working title structure currently in place. Some job titles were revised to either have consistency throughout the organization, or to become more current with the external market/respective industry. These changes have been reviewed with department directors and are reflected on the recommended salary schedule.

It should be noted that not all titles will follow the new classification structure if the title needs to be specific for statutory/funding/regulatory reasons, or simply due to alignment with local government industry practices. The following classification hierarchy is recommended, and the City should begin to move to this classification structure.

Director - Senior level position within the organization that has direct and routine contact with elected officials and City management. Directors report to the City Manager.

Manager – The next level of management within a department. This is a direct report to a director, based on the organizational structure and levels of management required. A manager is an individual who supervises individuals who are classified as a supervisor or supervise employees and is in charge of a program within the department. This includes not only supervisor responsibilities, but also budget and strategic planning of the program.

Supervisor – This is a direct report to a manager, director or administrator, based on the organizational structure and levels of management required. This position has at least two (2) direct reports

and has supervisory responsibilities that include hiring, performance management, and a defined level of discipline.

Fire Department Incentive pay

The Fire Department provides incentive pay for employees who have an EMT-I or Paramedic certification. Within the pay grades assigned to these positions, there are two (2) extra tiers for individuals that have these certifications and perform the responsibilities associated with the certification. The Consultant provided a flat dollar amount that was added to the EMT-I and Paramedic level. Employees were placed on the salary schedule based upon their rank and EMS certification.

Police Department – Stipends/incentive pay

The Police Officers have some specialty pay options for sworn staff. The Officer specialty pay does not have a limit; however, the Sergeants have a limit of 15% of specialty pays. The Consultant has no recommendations for changing the incentive pay, but recommends a limit on the number of specialty pays as bargained with the Sergeants.

General Operational Guidelines

Maintenance of Salary Schedule

It is important for the City to have a standardized procedure to adjust the Salary Schedule for consistency and for budgetary forecasting. It is the Consultant's recommendation that on a set date each year, the Salary Schedule be adjusted by the Consumer Price Index – Urban (CPI-U) percentage or by a local economic indicator, if preferred. For example, since budgeting is done at approximately the same time each year, the City should establish a specific month in which to capture the average of the previous twelve (12) months of the selected economic indicator for a recommended adjustment. The City will still maintain control if conditions and finances fluctuate in a specific year.

In the event the salary structure is uncoupled based on bargaining units, it would be in the best interest of the City that increases to the salary schedule are negotiated consistently among all of the salary schedules. Thus, the work to ensure internal equity and compression will be lost.

Step Movement

Employees advance to the next step on the employee's anniversary date. There is no recommended change to the City's current process.

Benefits

In addition to compensation, the City asked that a comparison of major benefits be completed. The following is a summary of how the City is fairing in the market and future opportunities.

Health Insurance

Plan Design Overview

The City currently offers two (2) plan designs summarized as follows:

Table 2: Health Plan Summary

PLAN DESCRIPTION	DEDUCTIBLE AMOUNTS (S/F)
CIS Co-Pay H Base Plan	\$1,500/\$4,500
CIS Co-Pay F Buy-Up Plan	\$500/\$1,500

Most organizations have been forced to add higher deductibles and coinsurance limits onto health plans to push costs back onto the end users/consumers, which is now a standard across the nation. Offering multiple plan options gives employees the opportunity to select the coverage that best matches their personal situation, which is a positive attribute to the benefits package.

Employers often also include contributions to a Health Reimbursement Account (HRA VEBA) or Health Savings Account (HSA). The City currently contributes 3% of the employee's salary towards an HRA VEBA for single or family coverage. Comparable organizations reported average HRA VEBA annual contributions of \$1,980 for single coverage and \$2,700 for family coverage. Those offering contributions as a percentage of employee salaries reported a range of 1% to 6%, with an average of 3.38%.

Premiums

It is extremely difficult to compare health insurance, as the number of plans and the plan designs are significantly different among organizations. What can be compared is the amount the employee contributes toward the cost of that insurance. As the City is aware, the cost of health insurance is a large budget item for any organization. Health insurance is also often the single largest benefit looked at by potential new hires with the City, so a review of employee contributions to this benefit is imperative for offering a comprehensive benefit package.

The Consultants conducted a comparison between the City's 2024 health plans and the comparable organization's health plans for a more accurate assessment of insurance within its specific peer group.

The market information indicates the Ashland Base Plan is in the moderate to high range of the comparable market in terms of premium only. However, that is not a comprehensive picture because employees have actual claims costs as well.

Expected Employee Cost

Because premiums and deductibles vary across the region, considering the combined cost of the monthly premium and deductible provides a more accurate reflection of the expected employee expense.

Looking at deductible amount with premium cost, the City is in the middle to higher range depending on the plan. A final look at the City in relation to out-of-pocket maximums, follows.

Maximum Employee Cost

An analysis of the market data employees that experience a major medical event that exceeds the deductible costs will have an overall moderate risk on the City's plans than other comparables when considering the maximum out of pocket expenses.

Health Insurance Summary

Overall, the City has multiple plan options, which is favorable to the employees. Although some of the newer workforce does not always appreciate the value of health insurance benefits, most existing employees and more mature applicants do. Lowering the employee premium or increasing the annual HRA VEBA contribution would provide a more attractive plan design to poise the City competitively. This will present a total wage and benefit package that aligns with the market average.

Time-Off Benefits

Time-off and work life balance continue to be top areas candidates and employees look at when considering employment and retention. Therefore, the City's paid time-off benefits were also reviewed.

Holidays

Currently the City offers a total of 11 observed holidays. The comparables that provided holiday information reported total observed holidays between 9-13 days, with most reporting 11 days. The floating/personal holidays reported by comparables ranged from 1-4 days with the majority providing one (1) day. Floating holidays are beneficial when the City does not observe a federal holiday or for an individual religious holiday or traditional practices that do not align with the City's holiday schedule. The consultants recommend the City add floating holidays to the time-off benefit package.

Vacation

The City's vacation models are summarized as follows:

Table 3: Current Vacation Model

Plan	Levels of Accrual	Minimum Accrual	Maximum Accrual	Years to Reach Maximum
Management - Confidential	5	120 hours	240 hours	19 years
Laborers	5	120 hours	240 hours	19 years
IBEW Clerical and Electrical	5	120 hours	240 hours	19 years
Fire	6	168 hours	360 hours	24 years
Police	6	120 hours	288 hours	24 years

Data was collected from comparables in the respective employee groups. The City's minimum accrual is lower than the average among the comparables in the Management – Confidential employee group. The City is leading the market in terms of maximum accrual in all groups. The City's maximum accrual limit of two (2) times the annual accrual (range of 480-720 hours) is leading the average maximum balance of all the comparable groups except Fire personnel. The table below provides the average accruals as reported by the comparables by employee type. The City is recommended to review accrual amounts and make adjustments where they are falling behind the comparables.

Table 4: Vacation Average Comparison

Employee Type	Average Minimum Accrual	Average Maximum Accrual	Average Years to Reach Maximum	Average Maximum Accrual Balance
Exempt - Management	133 hours	220 hours	18 years	424 hours
Non-Represented	92 hours	206 hours	19 years	416 hours
Laborers Personnel	118 hours	226 hours	20 years	444 hours
Clerical Personnel	97 hours	215 hours	22 years	375 hours
Police Personnel	106 hours	210 hours	19 years	407 hours
Fire Shift Personnel	162 hours	360 hours	22 years	745 hours
Fire Personnel (40hr/week)	102 hours	233 hours	22 years	468 hours

Sick Leave

The City's sick leave models are summarized as follows:

Table 5: Current Sick Leave Model

Plan	Annual Accrual	Maximum Balance
Non-Public Safety Employees	96 hours	960 hours
Police Personnel	144 hours	1,200 hours
Fire Personnel	192 hours	1,248 hours

Sick leave data was collected from comparables in the respective employee groups shown in the Table below. The City's annual sick leave accrual is matching or leading the market in all employee groups. The Consultants have observed a trend toward offering unlimited sick leave, as reflected in the comparable data ranges provided.

The City currently provides employees with an option to cashout excess sick leave, add to cumulative sick leave or convert to vacation. Comparables reported similar incentives including conversions into VEBA accounts. Upon retirement, the City's employees will have 30% to 50% of their sick leave balance credited to their HRA VEBA account and/or the balance credited to their retirement account, depending on the employee group. Comparable organizations reported a range of payout options, such as a percentage of the sick leave balance or conversion of unused hours to a VEBA account or deferred compensation plan. The Consultants recommend the City consider expanding the sick leave maximum balance to remain competitive in the region.

Table 6: Sick Leave Average Comparison

Plan	Average Annual Accrual	Maximum Balance (avg/range)
Non-Public Safety Employees	96 hours	960 hours/720 hours to unlimited
Police Personnel	104 hours	1,280 hours/1,000 hours to unlimited
Fire Personnel	173 hours	2,920 hours/1,800 hours to unlimited

Paid Time-Off

Paid Time-Off (PTO) is a single bank of time-off, which is then used for sick, vacation, and even bereavement time, instead of having different banks of time for different purposes. Some organizations include holidays into this program, while others do not. PTO is a benefit that is not yet common among employers in this region; however, is one that the public sector is embracing and the City may want to consider in the future.

Four Day Work Week

The four (4) day work week has gained some momentum over the past few years. It is a trend that many would not have considered prior to COVID; however the trend in flexible work schedules has garnered more interest. A majority of employers in Europe have tried the 32-hour work week, but continue to pay for 40 hours. In Canada, an overwhelming majority – 91% - of senior managers surveyed by Robert Half favored some type of four (4)-day work week. With that said, most favored 4 – 10 hour days. Many organizations that have tried the four-day work week found increased morale and better focus. However, the challenges are the assumption that there is less work, or one has to work more intensely when on site. Further, there are the challenges of how benefits will be determined.



Classification and Compensation Study

May 20, 2025



About Us

DC

- Interviews with Administration and Department leaders.
- Review of data from current Compensation Systems, current Job Descriptions, and current Policies.
- All positions requested to complete a Position Questionnaire (PQ). At least one (1) PQ was required per position.
- Solicited compensation data from public organizations (Minimum, Midpoint, Maximum, and Incumbent Salary).
- Human Resources reviewed the compensation system with Department Directors
- Collected information on benefits



About Us

Celebrating 25 Years



- McGrath Consulting Established in 2000
 - Sept 2012 – McGrath Human Resources Group
 - 620 Client Projects in 41 States Companywide
- Public Sector Consultants
 - Human Resources
 - Public Safety (Police, Fire, EMS, Dispatch)
- Specialize In
 - Compensation Studies
 - Performance Management
 - Development of Policies and Procedures/Handbooks

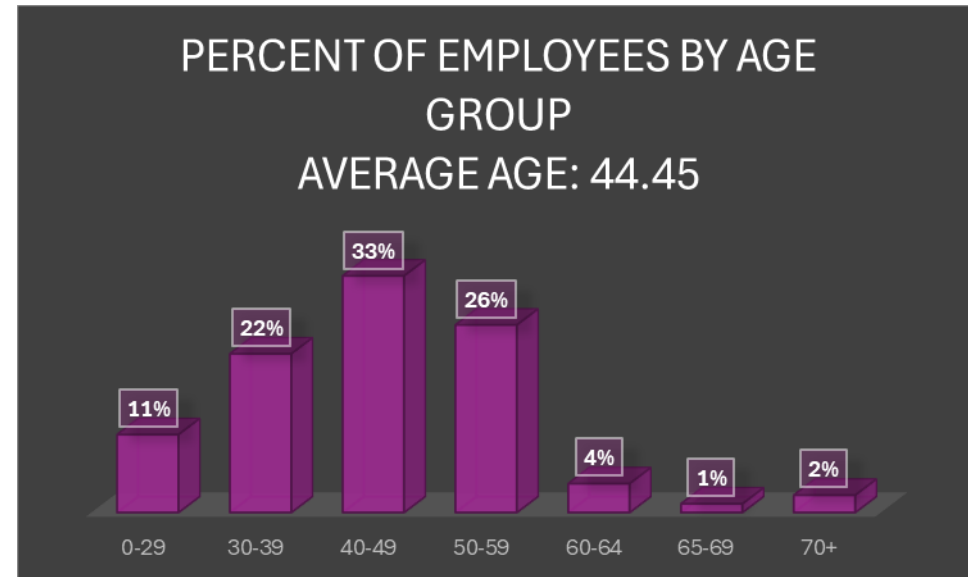
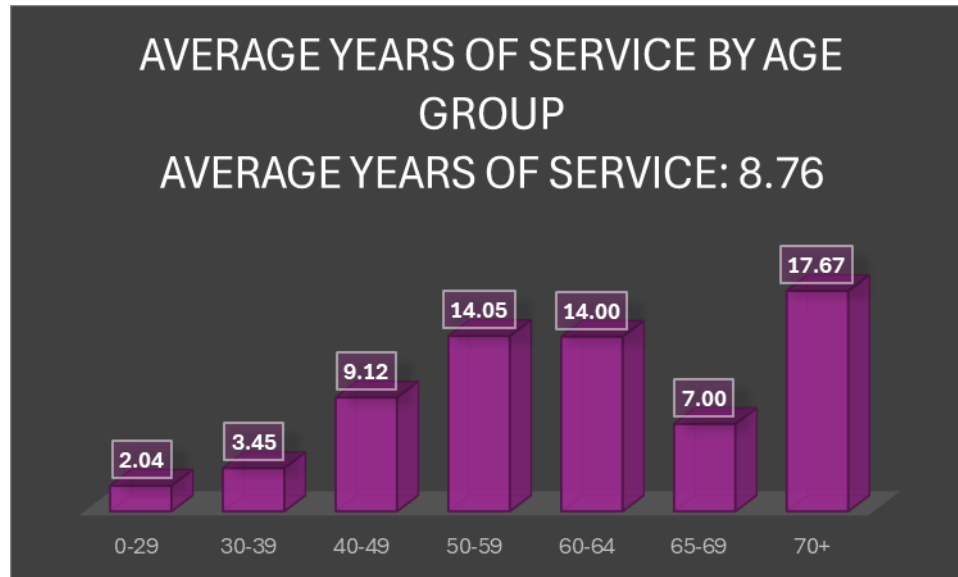


Methodology

- Interviews with Administration and Department leaders.
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- All positions requested to complete a Position Questionnaire (PQ). At least one (1) PQ was required per position.
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Demographics



33% of workforce under age 40 (mobile workforce)

59% of workforce are within the 40-59 age group – more stable workforce

34% of workforce are age 50 and above

Recruitment and Retention Focus

Public Comparable Organizations

Approved Comps	
City McMinnville	Electric - Additional Comps
City of Central Point	Canby Utility Board
City of Corvallis	City of Canby
City of Eugene	City of Monmouth
City of Forest Grove	Forest Grove Light & Power
City of Grants Pass	McMinnville Water and Light
City of Hermiston	Fire - Additional Comps
City of Klamath Falls	City of Newberg*
City of Lake Oswego	City of Redmond
City of Lebanon	City of Wilsonville
City of Medford, City	Jackson County Fire District
City of Milwaukie	Redmond Fire & Rescue
City of Roseburg	Tualatin Valley Fire & Rescue District
City of Sherwood	Park - Additional Comps
City of Wilsonville	Bend Parks & Recreation
Jackson County	PW - Additional Comps
Josephine County	Medford Water Commission

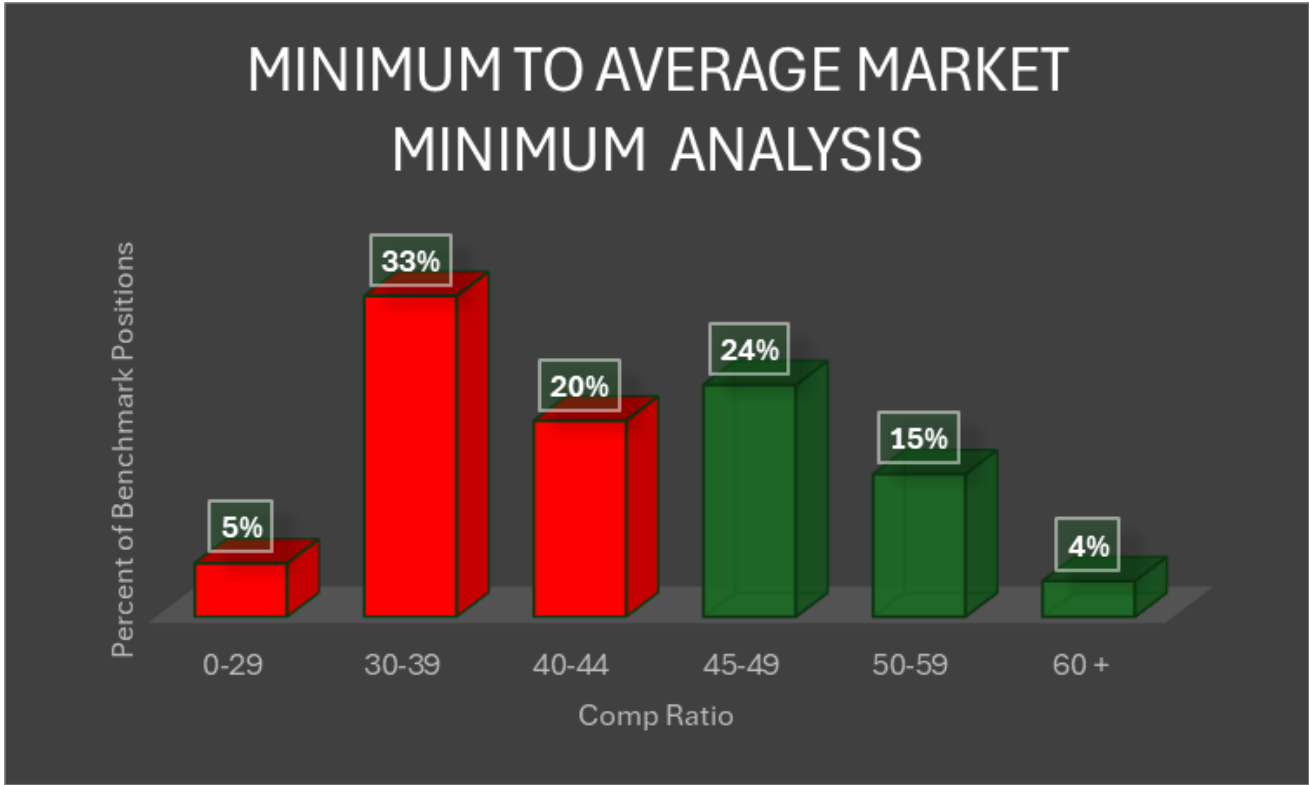
* Did not participate

Market Analysis

Comp Ratio

- A comparison of the City's Salary Range and/or salaries to the “Market”
 - Average Market Rate: 50%
 - Acceptable Comp Ratio Range: 45% +
-

Minimum Salary Analysis

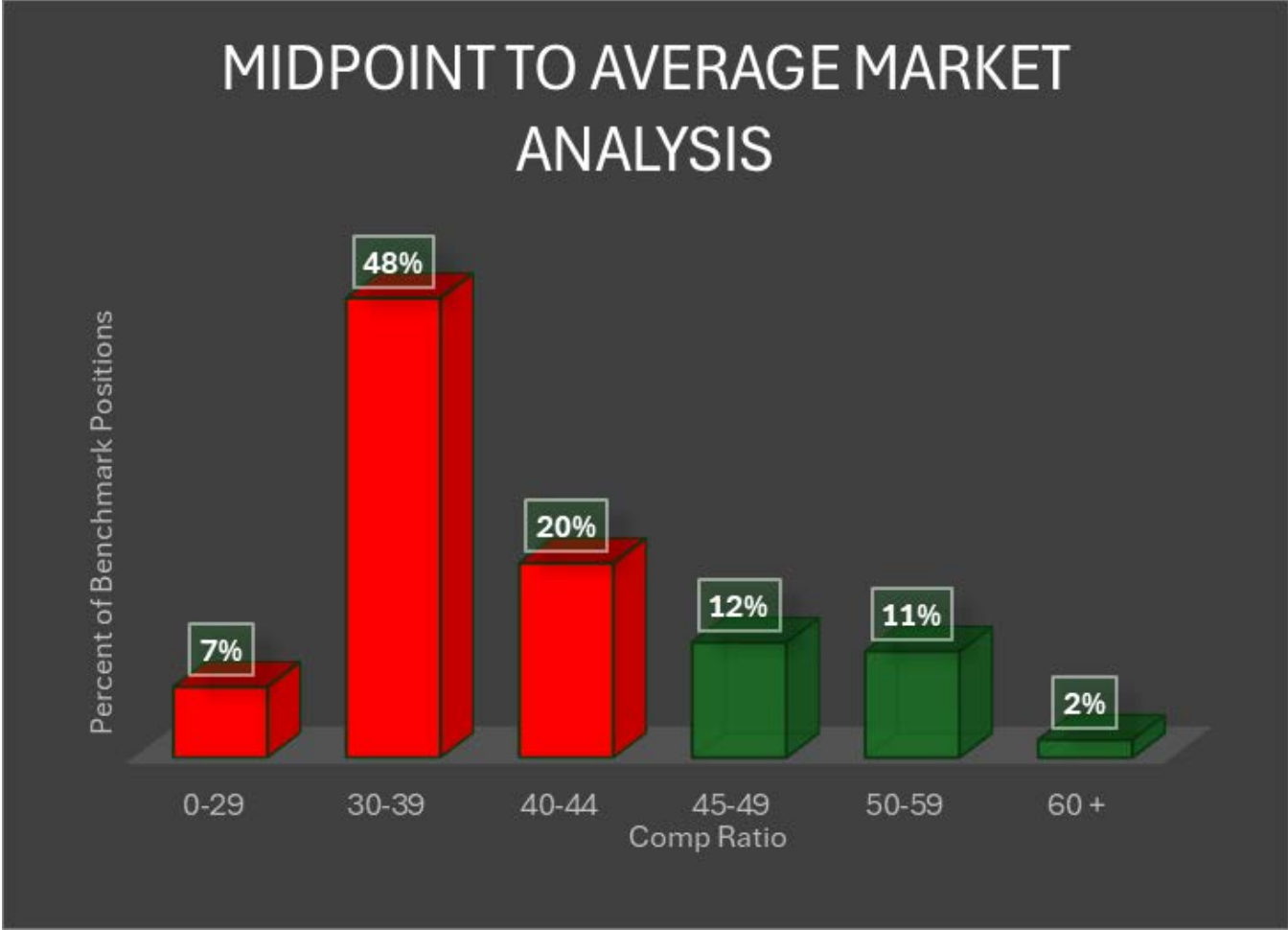


58% under Market

42% aligned with
Market

Rounding may not result in 100%

Midpoint Salary Analysis



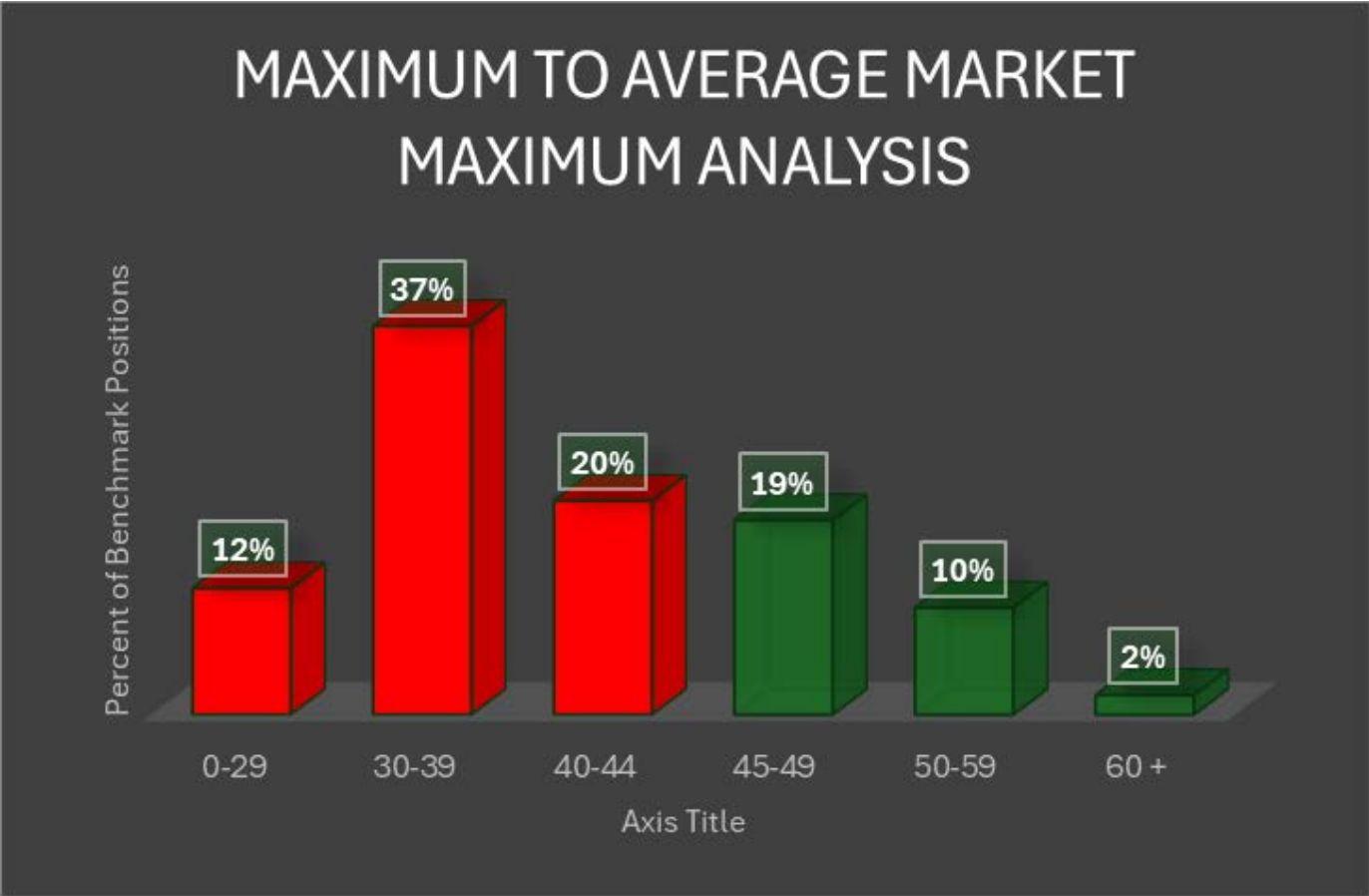
75% under Market

25% aligned with Market

Traditional schedules reach the midpoint 4-7 years

Rounding may not result in 100%

Maximum Salary Analysis

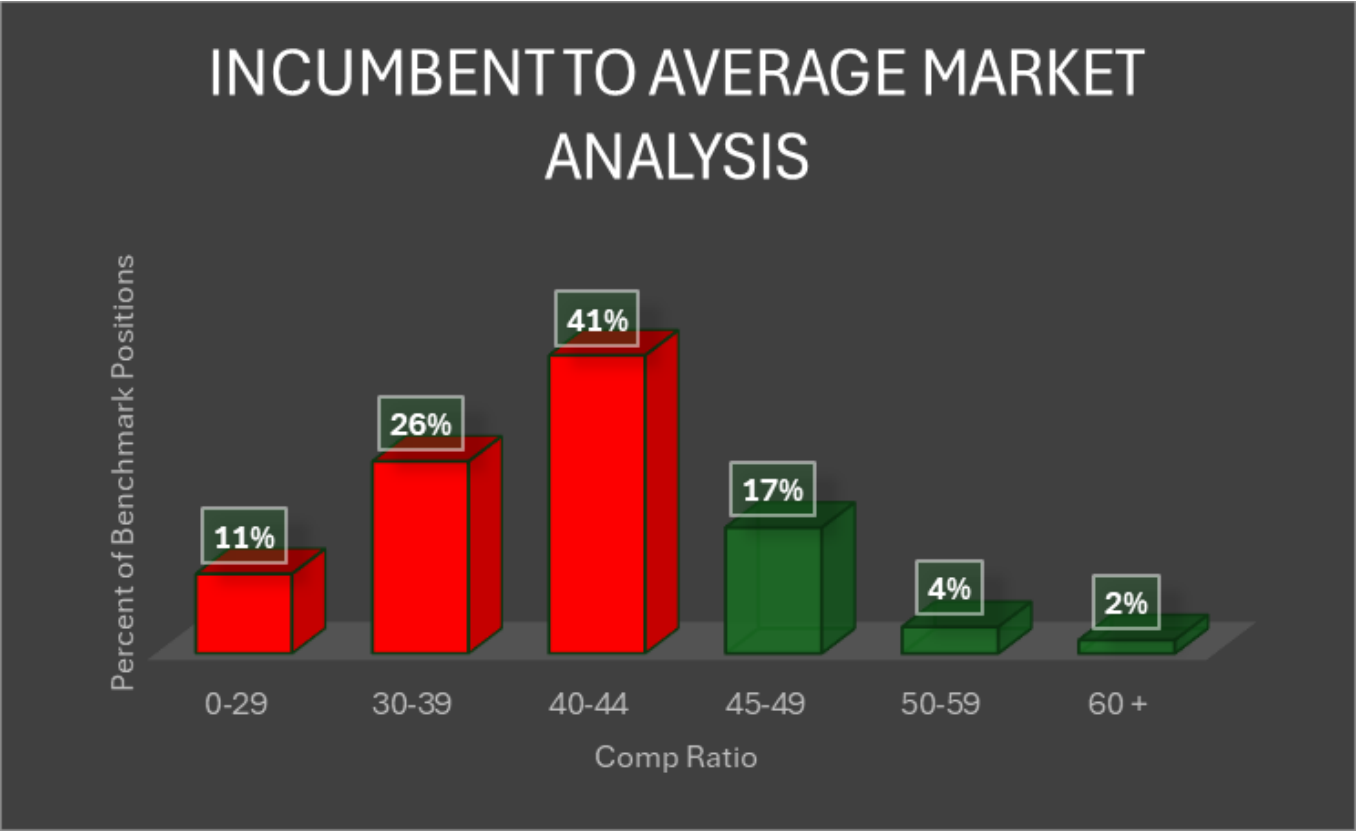


69% of positions do not have the same earning capacity as other organizations

Rounding may not result in 100%

Incumbent Salary Analysis

Is most reflective of current market



79% under Market

23% aligned with Market

Considerations:
Time in position and
performance are typical
factors

Rounding may not result in 100%

Current Salary Systems

11 Different Salary Schedules

- 3 – 16 different pay grades
- 3 – 5 Steps that range from 2% - 15% apart
- No consistent numbering system
- Integrated all schedules into one
 - Considerable overlap of pay grades
 - Compression between positions in different pay ranges
 - Difficult to determine the hierarchy of positions due to different pay ranges
 - No methodology to place positions
- Major issue within the compensation study

Constructing the New Salary Schedule

Compensation Philosophy

An organization's commitment of compensation for its employees. The goal of a compensation philosophy (and practice) is to attract, retain, and motivate qualified people. A consistent philosophy sets the direction for determining the compensation package to offer employees and should align with the overall Mission of the organization.

- ❖ **Lead** the local market for competitive recruitment/retention by setting the ranges over average market. *Can the City afford to lead the market?*
- ❖ **Meet** the local market by aligning the ranges to the average market. *Most organizations strive for average.*
- ❖ **Follow** the local market by not reaching average. *This typically only happens for financial purposes, and fiscal resources will then be allocated to recruitment and turnover.*

Recommended Salary Schedule

Compensation Philosophy set to **market average**

Created one salary schedule for all positions within the City

- Aligned all positions for internal equity
- Aligned all positions to the external market
- Minimized compression within the hierarchy of positions

Step System

- 8 steps for all pay grades
- 3% between each step (reduction in the percentage)
- Step 4 represents the average market rate
- Will not reach the maximum too quickly – stagnate increases
 - Provides ability to hire above step one; retention incentive with more steps

May need to break out schedule by represented groups

- If separated – try to maintain same percentage increase to schedule – minimize compression
- Electric has a very different schedule – may need to keep separate

Position Placement

Utilization of several factors used to place positions:



All position placements discussed with the City to provide feedback prior to finalization.

Employee Placement

- **Step Placement**
 - Placed on the Step closest to current pay – WITHOUT a decrease
 - Does not take into account years in the position
 - In-range compression can occur
- **Average Increase – 3%**
 - 28 employees = 0%
 - 179 employees = 1 – 4% increase
 - 35 employees = 5% or greater



Managing the Structure

- Annual increase to the salary schedule
- Step movement



Other Considerations

- **Compensation Considerations**
 - Incentive pay
 - Fire – added 2 tiers within the pay grade
 - Police – consider a limit on the incentive pay
- **Benefit Considerations**
 - Health insurance
 - Time off benefits
 - Holiday
 - Vacation Sick leave
 - Four-day work week



Questions

CITYWIDE COMPARABLES

Negotiator Comps*	Population	Admin	Legal	Com dev	Courts	Electric	Fire	PW	Parks	IT	Finance	Police
Roseburg	23922	x	x	x	x		x	x	x	x	x	x
Klamath Falls	21911	x	x	x	x			x	x	x	x	x
Milwaukie	21742	x		x	x			x		x	x	x
Altamont (Unincorporated)	21708											
Hayesville (Unincorporated)	21692											
Ashland	20946											
Lebanon	20126	x		x	x			x	x	x	x	x
Sherwood	19801	x	x	x	x			x	x	x	x	x
Hermiston	19503	x		x	x		x	x		x	x	x
Cedar Mill (Unincorporated)	19503											
Cental Point	19197	x		x				x	x	x	x	x

Additional Comps	Admin	Legal	Com dev	Courts	Electric	Fire	PW	Parks	IT	Finance	Police
Corvallis	x		x	x		x	x		x	x	x
Eugene	x	x	x	x		x	x	x	x	x	x
Forest Grove	x		x	x	x	x	x	x	x	x	x
Grants Pass	39112	x	x			x	x		x	x	x
Jackson County	x	x	x	x			x	x	x	x	x
Josephine County	x	x	x	x			x	x	x	x	x
Lake Oswego	x	x	x	x		x	x	x	x	x	x
McMinnville	34442	x	x	x			x	x	x	x	x
Medford, City	x	x	x	x		x	x	x	x	x	x
Wilsonville	x	x	x	x			x	x	x	x	x

*5 cities above and 5 cities below the population of Ashland

ADDITIONAL COMPARABLES - INDUSTRY SPECIFIC -

Electric	Fire	Parks	Public Works
Canby Utility Board	Jackson County Fire District	Bend Parks & Recreation	Medford Water Commission
City of Monmouth	City of Redmond		
City of Canby	City of Wilsonville		
McMinnville Water and Light	Redmond Fire & Rescue		
Forest Grove Light & Power	Tualatin Valley Fire & Rescue District		

CPI vs. COLA by Group and Contract Period - Detail

	July 2015	January 2016	July 2016	July 2017	July 2018	July 2019	July 2020	January 2021	July 2021	July 2022	July 2023	July 2024	July 2025	July 2026	July 2027
CPI-W B/C*	0.10%	0.90%	0.90%	2.40%	3.00%	2.40%	1.70%	5.50%	5.50%	8.70%	4.30%	2.70%	?	?	?

*Represents the average price change in areas with a population of 2.5 million people or less.

Non-Represented	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2025	7/1/2025 - 6/30/2027
	1%	2%	2%	2.4%	2%	0%	2%	4%4%3%	Avg. 5%2%2%
	Total COLA = 1%	Total COLA = 2%	Total COLA = 2%	Total COLA = 2.4%	Total COLA = 2%	Total COLA = 0%	Total COLA = 2%	Total COLA = 11%	Total COLA = 9%
	Total CPI = 1%	Total CPI = 0.9%	Total CPI = 2.4%	Total CPI = 3%	Total CPI = 2.4%	Total CPI = 7.2%	Total CPI = 5.5%	Total CPI = 15.7%	Total CPI = ?

Parks**	7/1/2014 - 6/30/2017	7/1/17-6/30/18	7/1/18-6/30/19	7/1/2019 - 6/30/2021	7/1/21-6/30/22	7/1/2022 - 6/30/2025	7/1/2025 - 6/30/2027
	1%2%	3.1%	2.8%	2%0% + furloughs	2%	4%4%3%	Avg. 5%2%2%
	Total COLA = 3%	Total COLA = 3.1%	Total COLA = 2.8%	Total COLA = 2%	Total COLA = 2%	Total COLA = 11%	Total COLA = 9%
	Total CPI = 1.9%	Total CPI = 2.4%	Total CPI = 3%	Total CPI = 9.6%	Total CPI = 5.5%	Total CPI = 15.7%	Total CPI = ?

Laborers (LiUNA)	7/1/2014 - 6/30/2019	7/1/2019 - 6/30/2022	7/1/2022 - 6/30/2025	Currently Negotiating
	1.5%1.5%1.5%2.10%	2%1.5%2.6%	4%4%3%	
	Total COLA = 6.6%	Total COLA = 5.1%	Total COLA = 11%	
	Total CPI = 6.4%	Total CPI = 9.6%	Total CPI = 15.7%	

Electric (IBEW)	7/1/2014 - 6/30/2017	7/1/2017 - 6/30/2020	7/1/2020 - 6/30/2022	7/1/2022 - 6/30/2025	7/1/2025 - 6/30/2027 Tentative
	2%2%	1.5%1%2.5%	5% spot*1.5%(with 1% spot*)2.5%	4%4%3%	3%
	Total COLA = 4%	Total COLA = 5%	Total COLA = 4% (w/ 6% spot*)	Total COLA = 11%	Total COLA = 11% (w/1% spot*)
	Total CPI = 1.9%	Total CPI = 7.8%	Total CPI = 7.2%	Total CPI = 15.7%	Total CPI = ?

*Only effective for General Foreman, Lead Line Installer, Line Installer, Meter Relay Tech, & Electrician

Clerical (IBEW)	7/1/2015 - 6/30/2020	7/1/2020 - 6/30/2022	7/1/2022 - 6/30/2025	Currently Negotiating
	2.5%1.5%1.5%1.5%2%	0%1%2.5%	4%4%3%	
	Total COLA = 9%	Total COLA = 3.5%	Total COLA = 11%	
	Total CPI = 8.8%	Total CPI = 7.2%	Total CPI = 15.7%	

Police	7/1/2015 - 6/30/2018	7/1/2018 - 6/30/2021	7/1/2021 - 6/30/2023	7/1/2023 - 6/30/2026
	5%2%2%	3%3%3%	2%3%	4.5%4%4%
	Total COLA = 9%	Total COLA = 9%	Total COLA = 5%	Total COLA = 12.5%
	Total CPI = 3.4%	Total CPI = 12.6%	Total CPI = 14.2%	Total CPI (to date) = 7%

Fire	7/1/2015 - 6/30/2018	7/1/2018 - 6/30/2022	7/1/2022 - 6/30/2025	Currently Negotiating
	2%2%2%2%	2%2%0%2%2%	4%4%3%	
	Total COLA = 8%	Total COLA = 8%	Total COLA = 11%	
	Total CPI = 3.4%	Total CPI = 12.6%	Total CPI = 15.7%	

CPI vs. COLA by Group and Contract Period - Summary

	July 2015	January 2016	July 2016	July 2017	July 2018	July 2019	July 2020	January 2021	July 2021	July 2022	July 2023	July 2024	TOTALS as of 6/30/25	July 2025	July 2026	July 2027
CPI-W B/C*	0.10%	0.90%	0.90%	2.40%	3.00%	2.40%	1.70%	5.50%	5.50%	8.70%	4.30%	2.70%	31.70%	?	?	?
*Represents the average price change in areas with a population of 2.5 million people or less.																
Non-Represented	1%		2%	2%	2.4%	2%	0%		2%	4%	4%	3%	22%	Avg. 5%	2%	2%
Parks**	1%		2%	3.1%	2.8%	2%	0% + furloughs		2%	4%	4%	3%	24%	Avg. 5%	2%	2%
Laborers (LiUNA)	1.5%		1.5%	1.5%	2.10%	2%	1.5%		2.6%	4%	4%	3%	23.7%	Currently Negotiating		
Electric (IBEW)	2%		2%	1.5%	1%	2.5%	5% spot*	1.5%	2.5% (with 1% spot*)	4%	4%	3%	24% (w/6% spot*)	Tentative Avg. 5%	3% (with 1% spot*)	3%
	*Only effective for General Foreman, Lead Line Installer, Line Installer, Meter Relay Tech, & Electrician															
Clerical (IBEW)	2.5%		1.5%	1.5%	1.5%	2%	0%	1%	2.5%	4%	4%	3%	23.5%	Currently Negotiating		
Police	5%		2%	2%	3%	3%	3%		2%	3%	4.5%	4%	32%	4%		
Fire	2%	2%	2%	2%	2%	2%	0%	2%	2%	4%	4%	3%	27%	Currently Negotiating		

AGREEMENT BETWEEN

THE CITY OF ASHLAND, OREGON
ELECTRICAL DEPARTMENT
AND ASHLAND FIBER NETWORK

and

LOCAL UNION NO.659
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

July 1, 2022–June 30, 2025

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AGREEMENT BETWEEN

THE CITY OF ASHLAND, OREGON

and

LOCAL UNION NO.659

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE

This Agreement made and entered into by the City of Ashland, Oregon, hereinafter referred to as the "City" and Local Union No.659 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union". Unless indicated otherwise references to the "City" herein shall include the **City's elected officials, the City Manager**, or their designees(s) as the officials directly responsible for the operation of the department covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

ARTICLE I- SCOPE AND RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

This agreement shall apply to all employees of the Electric Department and all employees of Ashland Fiber Network, City of Ashland, Oregon, as set forth in "Appendix A" but excluding clerical employees, confidential and supervisory employees, and temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIII hereof.

Non-bargaining unit employees will not be employed in a temporary position for longer than twelve months except by mutual agreement. However, if the temporary position is to continue for longer than six months, the City will notify the Union and upon request, will meet to discuss the situation and options.

The parties agree as follows:

ARTICLE II- UNION SECURITY AND CHECK-OFF

Section 1: Union Security- Any employee covered by this Agreement may, at any time after hiring or transfer into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a check-off authorization form, authorizing the City to deduct from his or her wages, and to remit to the Union, the normal and usual dues required by the Union's Constitution and Bylaws. In addition, any employee who chooses not to join the Union may agree to tender a fee to the Union and, by voluntarily signing a check-off authorization form, may authorize the City to deduct and remit to the Union an amount in fees established by the Union, not to exceed the amount of monthly dues

and fees required of "BA" members. **The Union shall be the sole custodian of authorization forms.**

Each month, the Union shall provide to the City a list identifying the employees who have provided authorization for the City to make deductions from the employee's wages to day dues, fees and any other authorized deductions to the Union. The City shall rely on the list alone to deduct and forward payment to the Union.

It is agreed there shall be no discrimination in favor of or against, any employee of the City on account of membership in the Union or failure or refusal to join the Union. Nor shall the City interfere in any way with the decision of any employee to join or not to join the Union.

Section 2: Check-Off- The City will, during the term of this Agreement, honor written individual check-off requests of regular employees in the Classifications covered by this Agreement, until such check-off request is revoked by written notice directed the Union by registered mail. Such check-off request shall authorize the **Union to direct the City** to deduct current membership dues or fees. The City will in turn remit the dues or fees, so deducted, to the Union.

The Financial Secretary of the Union will keep the City currently advised of the monthly dues and/or fee to be deducted from the wages of each employee who has filed a written individual check-off request with the Union and the City.

Section 3: Job Posting- The City will post all job openings on **the City's** website so the Union can remain informed whenever a bargaining unit job is posted. Such posting shall include a statement that clearly indicates that the posted job is represented by IBEW Local Union 659 with a link to the Collective Bargaining Agreement on the City's website. The City will also, whenever a bargaining unit job is awarded, provide to the Local Union; the name, contact information, pay rate, classification, hire date and date of new hire orientation of the person awarded the position.

Section 4: New Employee Greeting- On the date of hire or shortly thereafter, the City will allow the Local Shop Steward and the Union Representative to meet each new employee on City premises and discuss the Union and its role. This meeting shall take place during work hours and be limited to no more than sixty (60) minutes. It will be the responsibility of the Local Shop Steward to arrange meetings with new employees.

Section 5: Consistent Representation- In the interest of maintaining fairness and consistency in representing the entire bargaining unit, the City shall notify the Union and an authorized Union Representative shall be present during the time of any adjustment for all matters regarding interpretation of the collective bargaining agreement, at any time a bargaining unit employee requests to be made whole of any perceived shortage due **to them** as it relates to wages, hours and working conditions and/or in matters of disciplinary action.

Section 6: Reversal of Decision- In regards to the ending of fair share agreements required by *Janus v. AFSCME*, the law regarding such contributions change, the City agrees that it will, upon written request from the Union, meet with the Union within 30 days after receipt to negotiate any appropriate changes. Such provisions, when negotiated, if otherwise legal, shall become effective on a date agreed upon by the parties but in no event shall be retroactive beyond such date.

Section 7: Indemnification- The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III- MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City.

It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City **Manager** and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted, except that the City **will** not contract any work which is ordinarily done by its regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies.
10. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV- STRIKE AND LOCKOUT PROHIBITION

Section 1- The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City unless such is sanctioned by the Southern Oregon Labor Council.

Section 2- In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1, above, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 3- There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE V- HOLIDAYS

Section 1: Recognized Holidays- The following shall be recognized as holidays:

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

When the U.S. President or Oregon Governor establishes a new annually- reoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for purposes of observing a day of nationwide or statewide celebration or homage- for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event— such a day will be a paid holiday for City employees subject to this bargaining agreement; and

A presidential declaration or executive order for a specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such **authorized vacation, sick or other** leave.

Section 2: Holiday-Pay- Regular employees shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work. In order to be eligible for holiday pay when no work is performed, an employee must work on **their** last scheduled work day immediately prior to a holiday and on **their** first scheduled work day immediately following the holiday, unless prior approval is granted, as in the case of illness or if the holiday falls within a vacation period.

ARTICLE VI- VACATIONS

Section 1: Eligibility-

<u>Years of Service</u>	<u>Accrued Vacation Per Pay Period</u>
<4	5 hours per pay period
>4<9	6 hours per pay period
>9<14	7 hours per pay period
>14<19	8 hours per pay period
>19	10 hours per pay period

Section 2: Continuous Service- Continuous service, for the purpose of accumulating vacation leave, shall be based on regular hours paid to the employee. Vacation leave shall not accrue during a leave of absence without pay. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such absences or layoff shall be entitled to credit for service prior to the leave or layoff.

Section 3: Use of Accrued Vacation Time- All requests to take vacation must be preapproved by a supervisor. Normally, approved vacation hours may be taken as time off as soon as they are accrued. In December of each year, an employee can choose, however, to take equivalent pay for all or part of the employee's accrued vacation time, as detailed in Section 3.1. Alternatively, unused accrued vacation time can be carried forward, as detailed in Section 3.2. Section 3.3 gives new employees an opportunity to make use of anticipated but not-yet-accrued vacation.

Section 3.1- The employee may choose to cash out up to 25% of **their** annual vacation accrual. The pay will be included in the first paycheck in December.

Section 3.2- Vacation time that is not used for time off or cashed out will carry forward to the next year.

Section 3.3: Use of Vacation Time During First Six 6 Months- To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After 6 months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: New hire is granted **60** hours of vacation at time of hire. **They** accrue **5** hours of vacation per month. During month 2 **they** use all **60** hours of vacation and resigns after 4 months on the job. The City would deduct **20** hours from the employee's final pay check because only 4 months of vacation accrual has been earned at the time of the employee's resignation.

Section 4: Accrual Limitations- An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit because of accrual limitations may, by notifying their supervisor 15 days in advance, request leave to prevent loss of vacation leave. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days.

Section 5: Scheduling- Employees shall be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the head of the department's judgment as to the needs of efficient operations and the availability of vacation relief. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise **their** right of seniority only once annually. The vacation schedule shall be posted annually as of December 1st, and employees shall exercise their choice by bidding in seniority. The list shall be closed as of December 31, and subsequent changes shall be made only by mutual consent of the parties. Scheduling of vacation periods to the extent consistent with operating requirements of the City and vacation credits of the employee, shall be in weekly units except by mutual consent of the parties.

Section 6: Payment on Termination- In the event of the death or termination of an employee during the initial twelve (12) months of **their** employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for twelve (12) months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

ARTICLE VII- HOURS OF WORK AND OVERTIME

This Article is intended to be construed only as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 1: Hours of Work- To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular days work, and five (5) consecutive days, beginning Monday and terminating Friday, shall constitute a regular week work. However, AFN employees may be scheduled by the City for a work week beginning on Tuesday and terminating on Saturday.

Section 2: Work Schedules- All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be **communicated** seven (7) days prior to the effective date of the change.

- a. The normal hours of work for electric personnel (other than connect/disconnect and AFN personnel) will be between 7:00 a.m. and 3:30 p.m. with lunch break. With notice of at least thirty days, management can shift normal work hours within 1 hour either direction.
- b. By mutual agreement between the City and Union, a schedule of ten-hour days, four days per week, may be adopted. Either party may withdraw agreement to that schedule, in which case a five-day schedule will be reestablished.

Section 3: Rest Periods- A **paid** rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

Section 4: Meal Periods- To the extent consistent with operating requirements of the respective departments, an **uninterrupted, unpaid** one-half (1/2) hour meal period shall be scheduled in the middle of the work shift.

Section 5: Overtime Rates- All work performed outside of regularly scheduled hours or days as set forth in this Article shall be compensated at the rate of two (2) times the regular rate of pay.

Section 6: Customer Response Shift (CRS)- Line Installers: CRS shall run 7 days a week Tuesday to Tuesday. Journeyman Line Installers will be assigned to the shift on a rotating basis and they may exchange or forgive a shift or part of a shift to another Journeyman. Any adjustments to the schedule are the responsibility of the employee assigned to cover the schedule. When forgiving a shift, the current overtime list should be considered. Each Journeyman assigned to the shift shall receive **2** hours of straight time pay for each day, Monday, Tuesday, Wednesday and Thursday, **2.5** hours of straight time pay on Friday and 4 hours of straight time pay for each day Saturday, Sunday and holidays. (Total of **18.5** hours of straight time for a normal week.)

Telecommunication Technicians: CRS shall run from end of shift on Friday to beginning of shift on Monday, plus Holidays. Each Technician assigned to the shift shall be compensated one (1) hours straight time pay on Friday, two and a half (2.5) hours straight time pay for each day Saturday and Sunday, and four (4) hours straight time on Holidays. (Total of six (6) hours for a normal week.)

If however, the City elects to initiate stand-by at 20% rate of pay, the CRS person shall receive the 20% stand-by rate for each day it is in place in lieu of CRS pay. Overtime rates, including call out, will be in addition to this day rate.

Employees on the Customer Response Shift will be provided with a communications device and a City vehicle; Telecommunications employees will be provided only a communication device. Employees on the CRS shall be paid from the time of a call out to the time they return home. Employees shall respond to calls as promptly as possible and are expected to be on site within 45 minutes of call out including "get ready" and travel time.

With, management approval, employees may convert their CRS pay to comp time up to the applicable annual cap.

ARTICLE VIII- SICK LEAVE

Section 1: Accumulation- New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 2: Utilization for Illness or Injury- Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury or for the illness or injury of a qualifying family member under applicable state or federal family medical leave laws. In such an event, the employee shall notify the department head or other supervisor of absence due to illness or injury, and the nature and expected length thereof, as soon as possible prior to the beginning of **their** scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness (unless prohibited by ORS 653.625 section (3)(a)), the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences over three (3) consecutive work days prior to payment of any sick leave benefits or prior to allowing the employee to return to work.

Section 3: Integration with Worker's Compensation- When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay. In such instances, no charges will be made against accrued sick leave for the first ninety (90) calendar days.

Section 4: Sick Leave Without Pay- Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

Section 5: Termination- Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon **their** death or termination of employment, for whatever reason, except as provided below and in Article XVI Section 3. Sick leave shall not accrue during any period of leave without pay.

Beginning July 1, 2020- Upon retirement, employees covered by this agreement shall receive a percentage of their unused sick leave balance credited to their individual HRA/VEBA account. Credit will be paid at the employee's wage rate at retirement in accordance with the following schedule.

Un-used Sick Leave Hours	Percentage of Credit
100-399	30%
400-599	40%
600-960	50%

Employees must provide, to the City, six (6) months written notice of their intent to retire to be eligible for this benefit.

No compensation for unused accrued sick leave shall be provided if an employee is terminated for any other reason.

Section 6: Compensation For Not Using Sick Leave- Employees within the bargaining unit may elect to receive 1/3 of their unused sick leave accrual (maximum of 32 hours) as cash on their first paycheck in April. To be eligible for cash payout under this provision, employees must retain a minimum balance of 100 hours after the sick leave hours are cashed out. If cash payment is not elected, the unused portion of sick leave will be added to employee's cumulative sick leave balance.

Employees who use 40 hours of sick leave or less in a calendar year regardless of their cumulative sick leave balance may elect to receive the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Employees who use more than 40 hours of sick leave in a calendar year and whose sick leave balance will drop below 100 hours after sick leave cash payout may elect to receive a cash out calculated as follows:

((Annual sick leave accrual minus sick leave hours used by employee) plus sick leave used by employee up to protected sick leave) multiplied by 1/3 equals balance that may be cashed out.

Examples of how the payment for unused sick leave will be calculated if cumulative sick leave balance drops below 100 hours after cash payout, as required by the passage of Oregon Sick Leave law:

New Calculations of Sick Leave Cash Payout, As Changed by Oregon Sick Leave Law:	96	96	96	96
Sick leave hours <u>used</u> by employee if cumulative sick leave balance drops below 100 hours:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used up to 40/year are added back for the purpose of calculating the sick leave incentive:	$96 - 100 - 4 + 40 = 36 / 3 = 12$	$96 - 30 = 66 + 30 = 96 / 3 = 32$	$96 - 10 = 86 + 10 = 96 / 3 = 32$	$96 - 152 = -56 + 40 = -16 / 3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

Section 7: Use for Family Illness- The City will grant leave for OLA/FMLA qualifying reasons consistent with state and federal law.

Section 8: Purposes for Sick Leave- Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employees was or is in a relationship of in loco parentis, any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.

- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

ARTICLE IX- OTHER LEAVES OF ABSENCE

Section 1: Leaves of Absence Without Pay- Leaves of absence without pay not to exceed ninety (90) days may be granted upon request by the employee where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee and that additional expense will not result, including for a replacement. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date. The employee must utilize accrued vacation and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the pay check for the next pay period or may be paid directly to the City.

Section 2: Jury Duty- Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by **them** for such jury service, and upon being excused from jury service for any day an employee shall immediately contact their supervisor for assignment for the remainder of **their** regular work day.

Section 3: Appearances- Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority, provided, however, that the regular pay for such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

Section 4: Required Court Appearances- Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5: Union Business- Employees elected or appointed to any legitimate full-time paid Union office which takes them from their employment with the City, shall, upon written request of the Union and the employee be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall, upon written request of the Union and the employees, be granted a leave of absence of up to thirty (30) days without pay.

Section 6: Educational Leave- After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading **their** professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and

approval by the department head. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. **Their** replacement shall be considered a temporary employee. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conference seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 7: Military Leave- Military leave shall be granted in accordance with ORS 408.290.

Section 8: Bereavement Leave- "In addition to regular sick leave, an employee may be granted three (3) days **bereavement** leave with regular pay in the event of death **of a family member** of the employee. **For the purpose of this benefit, the term "family member"** shall include **the employee's** spouse, **biological, adopted, step or foster parent or child, sibling, parent-in-law, sibling-in-law, grandparent and grandparent-in-law.** The employee will be paid his or her regular hourly rate for any such days of excused absence which occur only during **their** assigned workweek. No pay shall be granted if the employee does not attend the **memorial service.** An additional two (2) days leave may **be** granted if the **memorial service** is over 450 miles from Ashland. The City will grant additional **paid or unpaid** bereavement leave consistent with state and federal laws. (**E.g., OFLA/FMLA or Oregon Sick Leave**).

Section 9: Failure to Return From Leave- Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and **their** position shall be **deemed** vacated; except and unless the employee, prior to the expiration of **their** leave of absence, has furnished evidence that **they are** unable to work by reason of sickness, physical disability or other legitimate reason beyond **their** control.

ARTICLE X- COMPENSATION

Section 1: Pay Schedule- Employees shall be compensated in accordance with the pay schedule attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. **That process shall be governed by the mid-term bargaining process stated in ORS 243.698.**

The pay schedule in "Appendix B" shall reflect the following increases:

- Effective retro to **July 1, 2022**, there will be a **2%** spot increase applied to the Line Installer rate. The rate for Meter Relay Tech will be at 109% of Line Installers rate. Lead Working Lineman rate will be at 111% of Line Installers rate. General Foreman-rate will be at 116% of Line Installers rate. Electrician and Electric Meter Repairer rates will be at 100% of Line Installer rate. **In addition, the wage schedule will be adjusted by 4% for all positions in the bargaining unit.**
- Effective **July 1, 2023**, the wage schedule will be adjusted by **4%**for all positions in the bargaining unit.

- Effective **July 1, 2024**, the wage schedule will be adjusted by **3%** for all positions in the bargaining unit.

Section 2: Overtime- The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of two (2) times the regular rate for overtime work outside of the regularly scheduled workweek or work day, but in no event shall such compensation be received twice for the same hours. All overtime shall be recorded by the employee and must be approved by the department head or supervisor. Scheduled overtime, time annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift, shall be considered overtime and shall not be considered call-back time.

Section 3: Call-back Time- Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at double time for the work for which they are called back. More than one call-back is permissible within the call-back period. Employees required to work over the initial call-back period, where more than one call-back is handled, will be paid at the overtime rate to nearest one-half (1/2) hour.

- a. Employees called for duty less than four (4) hours before the beginning of their regular work day shall be paid at the established overtime rate from the time they are called until the beginning of their regular work day. Regular working hours following shall be at the straight time rate.

Section 4: Rest Time- Employees are eligible for rest time only when working four (4) or more hours between regularly scheduled work shifts. On the day before the employee's regular shift, the eligibility window begins at the employee's regular shift ending time.

Definition: Rest time is defined as hours earned during the eight (8) hours immediately preceding the beginning of the regularly scheduled shift and taken during the employee's regularly scheduled shift that day at the straight time rate. Rest time is earned at the rate of one (1) hour for every hour worked in the eight (8) hour period immediately preceding the beginning of the employee's regular scheduled shift.

All paid time in the eight (8) hour period immediately preceding the beginning of the employee's regular shift will be used to calculate rest time.

Utilization: If an employee earns two (2) hours or less rest time, and elects to take the rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and will run consecutively until exhausted at which time the employee will report to work and work at the straight time rate for the remainder of the shift.

If the employee has earned more than two (2) hours of rest time and elects to take rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and run consecutively until exhausted. If any hours remain in the scheduled shift, the employee can elect to work at the straight time rate, or use vacation or comp time to complete the shift.

If the employee elects to take the rest time at the end of the shift, their work shift will start at the regular time and the employee will work at the straight time rate until rest time is due.

Any hours worked when rest time is due, the employee shall receive straight time for the hours worked in addition to rest time at the straight time rate.

Section 5: Pay Periods- Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:01 a.m. on Saturday, and ending on the 14th day (Friday) at 12:00 p.m. Pay days shall be on the Friday following the close of each pay period.

Section 6: Standby Pay- Electric Department employees and Telecommunication Technicians will be paid at the rate of twenty percent (20%) of the employee's straight time rate of pay to be work ready.

In addition to standby pay, employees shall receive the applicable overtime rate of pay for all time worked when called in from standby. The number of hours in a standby period will be predetermined and the employee so advised in advance of standby duty. The City may maintain a call list, which shall not in itself entitle an employee to standby pay.

With, Management approval, employees may convert their standby pay to comp time up to the applicable annual cap.

Section 7: Mileage- An employee required to report for special duty or assignment at any location other than **their** permanent reporting location and who is required to use **their** personal automobile for transportation to such location shall be compensated at the mileage rate established annually by the IRS per mile for the use of such automobile directly in the line of duty.

Section 8: Travel Expense- When employees attend out of town training programs or conferences, reimbursement for travel and meal expense will be in accordance with City policy.

Section 9: Meals During Extra Work Periods-

- a. **Emergency Overtime and Call-out-** Breakfast and lunch shall be provided at reasonable City expense when employees are called out on emergency overtime before regular work hours and did not have time to eat breakfast and prepare a lunch. Employees not released from a call out prior to six (6:00) a.m. shall be considered as not having time to eat breakfast and/or prepare lunch. Meals shall be provided by the City during normal meal times if an employee is called out to work after hours, on Saturday, Sunday and holidays and employee is required to work four (4) hours or more. Meals will be reimbursed to employee at \$15.00 per occurrence and submitted to payroll by marking the appropriate box on timesheet.
- b. **Work Beyond Regular Work Shift-** Employees required to work two (2) hours or more beyond their regular work hours shall be provided a meal at City expense. If work continues after the meal has been provided, employees shall be entitled to meals at four (4) hour intervals thereafter.
- c. **Prearranged Work Shift-** When an employee is notified by the end of the preceding regular work shift and is required to report to work less than two (2) hours before regular work hours, the employee shall not be provided a breakfast or lunch. If an employee is required to report for work two (2) or more hours before regular work hours the City will provide breakfast, and the employee will be responsible for lunch.
- d. **Regular Work Hours-** Regular work hours are the hours that the employee normally works during the week, which may include Saturday, Sunday and holidays, as outlined in Article 7, Section 1 of this Agreement.

Section 10: Compensatory Time- Overtime for hours actually worked (excluding standby time) may be paid in the form of compensatory time off at the applicable rate subject to the approval of the department head or designated supervisor. The employee may request compensatory time off by submitting a request in writing at least 48 hours in advance of the requested time. No employee shall **exceed** more than eighty (80) hours of compensatory time in an annual period. **If an employee uses their compensatory hours, they can accrue hours to build back up to eighty (80) hours.** Compensatory time shall be accrued on an annual basis from December 1 to November 30. **Compensatory hours can be compensated as pay of the first pay period in December, or the employee can roll a maximum of forty (40) hours over to the upcoming year.**

Section 11: Longevity Pay- Upon 5 years of a full-time regular employee anniversary date, they will receive a \$1000 annual bonus each year. Upon 10 years of a full-time regular employee anniversary date, they will receive a \$1250 annual bonus each year. Upon 15 year of a full-time regular employee anniversary date, they will receive a \$1500 annual bonus each year. Anniversary bonuses to be distributed on the first pay check in December.

ARTICLE XI- DISCIPLINE AND DISCHARGE

Section 1: Discipline- Disciplinary action may include the following:

- a. Written reprimand
- b. Demotion
- c. Suspension
- d. Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill **their** responsibilities as an employee. Conduct reflecting discredit upon the City or Department, or which is a direct hindrance to the effective performance of City functions shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules or for activities forbidden by State law. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure.

Section 2: Discharge- An employee having less than six (6) months of continuous service shall serve at the pleasure of the City. An employee having continuous service in excess of six (6) months shall be discharged only for cause. If the department head or other supervisor determines that there is cause for discharge, **they** shall deliver to the employee and the Union a written notice of **the employee's right to a pre-discipline hearing**. Such notice shall specify the principal grounds for such action. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article XII. The Union may process a grievance concerning suspension or discharge, or both, at Step II of the grievance procedure.

ARTICLE XII- SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure- Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I- The affected employee shall take up the grievance or dispute with the employee's supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. The supervisor shall then attempt to adjust the matter within three (3) working days.

STEP II- If the grievance has not been settled between the affected employee and the supervisor, it may be presented in writing by the Union to the Director of Electric Utilities within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Director of Electric Utilities shall respond to the Union representative in writing within five (5) working days after receipt thereof.

STEP III- If the grievance still remains unadjusted, it may be presented by the Union to the City **Manager** of the City or **their** designee(s), within seven (7) days after the response specified in Step II is due. The City **Manager** or **their** designee(s) shall respond in writing to the Union within five (5) working days.

STEP IV- If the grievance is still unsettled, either party may, within ten (10) days after the reply of the City **Manager** is due, by written notice to the other, request arbitration of the dispute under Section V herein.

STEP V- If the grievance is still unsettled, either party may, within ten (10) days of the decision of the City **Manager** or **their** designee(s) under Step IV have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the American Arbitration Association or other mutually agreed organization shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one and the process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a pre-hearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to him or her. **Their** decision shall be based solely upon **their** interpretation of the meaning and application of the express language of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy both parties shall jointly share the cost of the transcript and all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance shall be deemed granted.

Section 2: Stewards- The Union may select an employee who shall be known as the steward. The name of the employee selected as steward, and the names of local Union representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of a steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1

hereof, shall not interfere with this or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

ARTICLE XIII- SENIORITY

Section 1: Seniority- Seniority shall be an employee's length of continuous service with the bargaining unit dating from **their** last date of hire, and shall apply by job classification in matter of layoff, recall and vacation. In the event of a layoff, such employee may exercise **their** seniority in a lower job classification within the Department. Recall from layoff shall be in the reverse order of seniority. The City reserves the right to lay off out of the order of seniority if, in the City's judgment, retention of special job skills is required. Seniority shall continue to accrue during (1) authorized sick leave or disability leave up to ninety (90) calendar days; (2) vacation leave; (3) authorized compensatory time off; (4) educational leave required by the City; (5) military leave as specified in Article IX, Section 8; (6) **bereavement** leave; (7) jury duty; and (8) promotion to a supervisory position outside of the bargaining unit for two (2) years.

Section 2: Suspension of Seniority- Seniority shall be retained, but shall not continue to accrue during (1) authorized sick leave or disability leave in excess of ninety (90) calendar days; (2) educational leave requested by the employee; (3) military leave for disciplinary reasons; (4) election to a fulltime paid Union office up to one (1) year, renewable upon application; and (5) other authorized leaves of absence of up to ninety (90) calendar days.

Section 3: Termination of Seniority- Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within three (3) days after being recalled; (5) is laid off from work for any reason for twenty-four (24) months or for a period of time equal to **their** seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if he or she is retired.

Section 4: Probationary Period- The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) full months after which they shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross training in other classifications, and assignment to educational courses and training programs, the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off. Termination of a probationary employee shall not be subject to the grievance procedure under Article XII.

Section 5: Promotional Probationary Period- Regular employees promoted into a higher classification shall serve a promotional probationary of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to highest previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XII. It is the intent of this Agreement that

promotional opportunities shall first be extended to employees within each department. Provided such employees are qualified to perform the work in question. To this end, promotional opportunities shall be posted for ten (10) working days before the job is filled by a new employee. The City shall be under no obligation to train an employee to become qualified, but shall give preference to present employees who are qualified and apply for such job opening. The City shall be the judge of an employee's qualifications and ability. In the event two or more applicants for a job opening are equally qualified, seniority shall prevail.

Section 6: Layoff and Recall- Recall from layoff exceeding five (5) work days shall be by certified mail sent to the employee at **their** last known address furnished to the City by the employee. **Laid off employees are solely responsible to assure that the City has their current mailing addresses.** The City may use any other means to return an employee sooner.

ARTICLE XIV- GENERAL PROVISIONS

Section 1: No Discrimination- The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race creed, color, sex, **gender identity, sexual orientation, marital status**, age, national origin **or disability**. The Union shall share equally with the City the responsibility for applying the provisions of this section. Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent themselves in individual personnel matters.

Section 2: Bulletin Boards- The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work of assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins of such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreational and social affairs of the Union
- b. Union meetings
- c. Union elections
- d. Reports of Union committees
- e. Rulings or policies of the International Union

Section 3: Visits by Union Representatives- The City agrees that accredited representatives of the International Brotherhood of Electrical Workers, Local Union 659, upon reasonable **prior notice to the Director of Electrical Utilities**, may have reasonable access to the premises of the City at any time during working hours for the purpose of **the activities permitted in ORS 243.804**.

Section 4: Solicitation- The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

Section 5: Existing Conditions- Only such existing and future working rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

Section 6: Other Employment- Outside employment shall be permitted only with the express prior written approval of the City which may at any time, upon reasonable grounds, revoke permission to hold such outside employment. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- a. The need for mentally and physically alert electric utility employees.
- b. Insulating employees from potential conflict of interest situations.
- c. Maintaining efficiency unimpaired by other employment, recognizing the nature of the job requiring electric utility employees to be available for emergency duty twenty-four (24) hours a day.

Section 7: Supervisor Employees- It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, such as a customer outage when life or property is endangered, and the complementary of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased, or for purposes of instruction or training.

Section 8: Uniforms, Protective Clothing and Devices- If an employee is required to wear a uniform, protective clothing or use any type of protective device, such article shall be provided, maintained and cleaned by the City. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. **In the first month of the start of this agreement, the City shall pay \$900 to each bargaining unit employee for the employee to purchase or repair of protective footwear, such as steel-toe boots. Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. The City shall also pay new hires in the bargaining unit \$900 for the same purchase.** The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing or boots, or use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI hereof.

Note: The Internal Revenue Service characterizes such allowances to employees for clothing and footwear as taxable. Accordingly, the City must report the value of this benefit to it.

Section 9: Response Time Requirement- All new regular employees shall establish their residence within twelve months employment, to within thirty (30) miles of the Service Center (90 N Mountain Avenue). The response time radius of thirty (30) miles is for the purpose of enabling a prompt response when called for emergency duty.

ARTICLE XV- CLASSIFICATIONS- WORK RULES- SAFETY

Section 1: Classifications and Descriptions- The general classifications of labor which shall be recognized throughout this Agreement, shall be those set forth in "Appendix A". Other classifications may be added as the need arises by mutual agreement between the parties.

Section 2: Work Rules- The following work rules shall apply to the general classifications listed below:

- a. On jobs having a Lead Working Line Installer, workers are not to take orders, directions, or accept the layout of any job from anyone, except such Lead Working Line Installer. If such Lead Working Line Installer is required to be absent from the job for an extended period of time, a replacement shall be designated by the City.

- b. All work on transformers in the field (except testing) shall be done by Line Installers. Shop repairs on transformers may be done by other qualified personnel.
- c. Switching of circuits outside substations shall be done by Line Installers. Switching of circuits inside substations shall be done by Meter Relay Technician or Line Installers.
- d. Installation and maintenance of all direct burial underground electrical circuits, both primary and secondary, and of outdoor pad mounted transformers used in this type of installation, shall be done by regular line crews.
- e. All framing and erecting of poles or towers and stringing of wire, shall be done by Line Installers, assisted by Ground persons and Line Truck Operators when required.
- f. Stubbing of poles may be done by Ground persons, under the supervision of a Line Installer.
- g. Employees, while working on transmission line structures or other towers at a height of seventy-five (75) feet or more above ground or its equivalent, such as a building roof, shall receive one (1) hour's additional pay at regular straight time for each hour worked at such height. This shall not apply to the erection of new steel towers or to the original installation of hardware and conductor on transmission lines prior to energization.
- h. Employees relieved from duty because of weather conditions shall be paid until returned to headquarters. If an employee does not return to headquarters, they shall be paid only for time worked. If employees report for work on a regular shift and it is mutually agreed between the supervisor and the crew Lead Working Line Installer that weather conditions are such that they cannot work, they shall be paid for one (1) hour at the straight time rate. When such is deemed to be in the public interest, crews may be requested to work regardless of weather conditions. Time not worked because of adverse weather conditions shall not affect vacation or sick leave accrual.
- i. Apprentices shall be indentured under the Oregon State Law and Plan of Apprenticeship to learn the trade under the direct supervision of a line installer. An apprentice shall be given the opportunity upon the successful completion of three (3) years' experience to qualify themselves as a line installer by written examination. Upon so qualifying, **they** shall be reclassified to line installer status.

Section 3: Safety Rules- Electrical Workers Safety Rules as promulgated by the Oregon State Workmen's Compensation Board, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as is fully set forth herein, and routine safety meetings shall be continued.

- a. When working on live lines over 750 volts phase to phase, it shall be the practice to have a Line Installer assisting each Line Installer on such lines.
- b. No worker shall be required to work on energized lines exceeding 5,000 volts unless it is done by qualified Line Installers using approved tools of the "hot stick" variety.
- c. In the interest of safety and in order to ensure continuity of electric service, the employee shall promptly report any unsafe conditions noted in connection with the City's facilities.

ARTICLE XVI- HEALTH, WELFARE AND RETIREMENT

Section 1: Health and Welfare- The City and employees agree on the following cost-share arrangement for health benefits:

Beginning January 1, 2023 Employees agree to pay 10%, and the City will pay 90% on health care premiums. There are 2 plans to choose from, \$1500 deductible, base plan Copay H, or a buy up plan of \$500 deductible, Copay F, with the difference being the responsibility of the employee. Willamette Dental with Ortho or Delta Dental III with Ortho.

Section 2- The Employee Health Benefits Advisory Committee shall be repurposed as a Labor Management Committee and shall include (1) representative of the IBEW Electrical Union. The Committee shall meet at least once per year for the purpose of discussing City wide issues including health insurance benefits along with other items.

The City agrees to continue providing the following additional fringe benefits:

- (a) Life Insurance- employee (\$20,000 with AD&D) and dependent coverage (\$1 ,000).
- (b) Long Term Disability Insurance- employee only.
- (c) City paid reimbursement for physical fitness as described in the City of Ashland Wellness Program. **Note: The dollar value of this benefit is taxable; it is reported on Form W-2.**

In the event that any of these programs change or are updated, the City agrees to provide the IBEW written notice of the change with as much advance notice as possible, and an opportunity to negotiate the impact of the change.

Section 3: Retirement-

- a) The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in the bargaining unit. **In accordance with statute, for qualified retiring PERS members, the City will report the sum of accrued but unused sick leave to PERS.**
- b) Pursuant to ORS 238A.355 the City will assume, pick-up and pay the employee contribution required by PERS for all employees covered by this Agreement at a uniform rate of 6%. Employees may also elect to make additional employee contributions to their IAP account, in the amount equal to the amount credited to the employee pension stability account, under ORS 238A.355 this additional contribution may not be paid by the City.

Section 4: Medical Coverage for Retirees- Any employee hired prior to July 1, 2005, and retiring during the term of this contract with twenty (20) or more years of full-time service with the City, shall be eligible for a one time contribution into **their** HRA/VEBA account in the amount of \$3,612.00 (\$60.20/month for 5 years) to assist with healthcare costs in retirement.

Section 5: Deferred Compensation- The City agrees to contribute up to **\$50.00** per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or ING). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member.

Section 6: Mercy Flights- The City agrees to pay the premium for household membership in Mercy Flights for Air Ambulance transportation service. Employees shall have the option to upgrade his or her membership to the Combined Air and Ground Ambulance membership by paying the

additional amount by payroll deduction. **Note: The dollar value of this benefit is taxable; it is reported on Form W-2.**

Section 7: HRA/VEBA- The City agrees to contribute **3%** of salary into the Health Reimbursement Arrangement/Voluntary Employee's Beneficiary Association (HRA/VEBA) **monthly**.

ARTICLE XVII- WORKERS COMPENSATION

Section 1: Worker's Compensation- All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

Section 2: Supplementary Payment- Compensation paid by the City for a period of sick leave also covered by Worker's Compensation shall be equal to the difference between the Workers Compensation pay for lost time and the employee's regular pay rate.

ARTICLE XVIII- LIABILITY INSURANCE

The City shall purchase liability insurance **as permitted by** ORS 30.282 for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premium for such insurance shall be paid by the City.

ARTICLE XIX- SAVINGS CLAUSE AND FUNDING

Section 1: Savings Clause- Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. **Such bargaining shall be conducted according to ORS 243.698.**

Section 2: Funding- The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request or voter approval thereof.

ARTICLE XX- TERMINATION & REOPENING

This Agreement shall be effective as of the 1st day of July, **2022** and shall remain in full force and effect until the 30th day of June, **2025** and shall terminate all prior Agreements and practices and concludes all collective bargaining during the term of this Agreement, provided however that:

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than **180** days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event that such notice is given, negotiations shall begin not later than

sixty (60) days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

City of Ashland, Oregon

By: _____
Joe Lessard, City Manager

Date: _____

APPROVED: Ashland City Council

By: _____

Date: _____

International Brotherhood of Electrical Workers,
Local Union 659

By: _____
Jon Flegel, Business Manager

Date: _____

“APPENDIX A”- CLASSIFICATIONS WITHIN BARGAINING UNIT

General Foreman 116%
Lead Working Line Installer 111%
Meter Relay Technician 109%
Line Installer
Line Installer/Service Person
Apprentice Line Installer
Electrician 100%
Line Truck Operator
Electric Meter Repairer 100%
Electric Warehouse Person Lead Telecommunications Technician
Telecommunications Technician
Groundperson
Connect-Disconnect
Meter Reader
Mapping Specialist
Communications/Head-End Technician
Tree Trimmer Foreman
Tree Trimmer/Arborist
Tree Trimmer

“APPENDIX B”- 2022 to 2025 IBEW ELECTRICAL SALARY SCHEDULE

Position	Current Wage	7/1/2022 2% Spot Increase for Journeyman	7/1/2022	7/1/2023	7/1/2024
	Hourly		4%	4%	3%
General Foreman (116% of Line Installer Rate)	\$59.0751	\$61.3138	\$63.7663	\$66.3170	\$68.3065
Lead Working Line Installer (111% of Line Installer Rate)	\$57.5205	\$58.6709	\$61.0178	\$63.4585	\$65.3622
Meter Relay Technician (109% of Line Installer Rate)	\$56.4841	\$57.6138	\$59.9184	\$62.3151	\$64.1845
Line Installer/Serviceman	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Line Installer	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Apprentice Line Installer					
1 st 6 months (70% of Line Installer Rate)	\$36.2742	\$36.9997	\$38.4797	\$40.0189	\$41.2194
2 nd 6 months (73% of Line Installer Rate)	\$37.8288	\$38.5854	\$40.1288	\$41.7339	\$42.9860
3 rd 6 months (76% of Line Installer Rate)	\$39.3834	\$40.1711	\$41.7779	\$43.4490	\$44.7525
4 th 6 months (80% of Line Installer Rate)	\$41.4562	\$42.2853	\$43.9767	\$45.7358	\$47.1079
5 th 6 months (84% of Line Installer Rate)	\$43.5290	\$44.3996	\$46.1756	\$48.0226	\$49.4633
6 th 6 months (90% of Line Installer Rate)	\$46.6383	\$47.5711	\$49.4739	\$51.4529	\$52.9965
Electrician (1) (100% of Line Installer Rate)	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Electric Meter Repairer (100% of Line Installer Rate)	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Line Truck Driver	\$38.6523		\$40.1984	\$41.8063	\$43.0605
Tree Trimmer	\$41.1442	\$41.9671	\$43.6458	\$45.3916	\$46.7533
Tree Trimmer/Arborist	\$44.4274	\$45.3159	\$47.1286	\$49.0137	\$50.4841
Tree Trimmer Foreman	\$47.7106	\$48.6648	\$50.6114	\$52.6359	\$54.2149
Connect-Disconnect (2)	\$35.0256		\$36.4266	\$37.8837	\$39.0202
Electric Warehouse Person	\$35.0256		\$36.4266	\$37.8837	\$39.0202
LD Telecommunications Technician (3)	\$32.9187		\$34.2354	\$35.6049	\$36.6730
Groundperson, Meter Reader, Connect-Disconnect					
1 st 6 months	\$15.5564		\$16.1787	\$16.8258	\$17.3306
2 nd 6 months	\$20.0418		\$20.8435	\$21.6772	\$22.3275
3 rd 6 months	\$24.4399		\$25.4175	\$26.4342	\$27.2272
4 th 6 months	\$28.8414		\$29.9951	\$31.1949	\$32.1307
Thereafter	\$33.2505		\$34.5805	\$35.9637	\$37.0427
Telecommunications Technician (3)					
1 st 6 months	\$14.6678		\$15.2545	\$15.8647	\$16.3406
2 nd 6 months	\$18.8971		\$19.6530	\$20.4391	\$21.0523
3 rd 6 months	\$23.0366		\$23.9581	\$24.9164	\$25.6639
4 th 6 months	\$27.1939		\$28.2817	\$29.4129	\$30.2953
Thereafter	\$31.3512		\$32.6052	\$33.9095	\$34.9267

Mapping Specialist					
1 st 6 months	\$28.1659		\$29.2925	\$30.4642	\$31.3782
Next 12 Months	\$29.7675		\$30.9582	\$32.1965	\$33.1624
Next 12 Months	\$31.3871		\$32.6426	\$33.9483	\$34.9667
Next 12 Months	\$33.0250		\$34.3460	\$35.7198	\$36.7914
Thereafter	\$34.6808		\$36.0680	\$37.5108	\$38.6361
Communications/Head-End Technician (3)					
1 st 6 months	\$34.5338		\$35.9152	\$37.3518	\$38.4723
Next 12 Months	\$35.8936		\$37.3293	\$38.8225	\$39.9872
Next 12 Months	\$37.3430		\$38.8367	\$40.3902	\$41.6019
Thereafter	\$38.8280		\$40.3811	\$41.9964	\$43.2563

PLEASE NOTE: Hourly rates are accurate to 4 decimal places. Monthly figures are approximate, actual earnings may vary.

"APPENDIX C"- CERTIFICATION PAY

**Upon request of the City for an employee to be certified and maintain certification.
Maximum increase of 5% per employee.**

- 1) Supervisory Electricians License increased by 2.5% and/or Electrical Inspectors License increased by 2.5%.**
- 2) Connect-Disconnect to be increased by 2.5% for duties primarily centered around meter reading devices.**
- 3) Telecommunication Technicians trained in fiber splicing shall receive a 5% increase when performing work involving splicing of Fiber Optics, minimum time for upgrade will be four (4) hours.**
- 4) 2.5% increase for Line installers for a Line Clearance Arborist Certification.**
- 5) 2.5% increase for employees for an ISA Certified Arborist.**
- 6) 2.5% increase for employees for a Crane Certification.**
- 7) 2.5% increase for employees for certifications identified by our Wildfire Mitigation program.**
- 8) 2.5% increase for Journeymen for a Substation Tech Certification.**
- 9) 2.5% increase for Meter Relay Journeymen for state of Oregon Electrical License, IBEW Journeymen Lineman, IBEW Substation Tech.**
- 10) 2.5% increase for Electricians or Meter Relay Tech with state of Oregon CDL.**
- 11) 2.5% increase for completion of NWPPA Operations Line worker and Substation series courses.**
- 12) 2.5% increase for Warehouseman for completion of NWPPA operation supply chain course.**
- 13) 2.5% for Drone certification, drone operator shall be an IBEW position.**

SCOPE OF COLLECTIVE BARGAINING

“Wages, hours of work, and working conditions”

JUST CAUSE STANDARD FOR DISCIPLINE

1. Forewarning of rule *and* consequences.
2. Reasonable rule.
3. Thorough investigation.
4. Fair and objective investigation.
5. Preponderance of evidence.
6. Consistent.
7. Punishment fits the offense.

WEINGARTEN RIGHT TO REPRESENTATION

1. Investigatory interviews.
2. Employee reasonably believes discipline may result.
3. Employee must request representation.
4. Employer may:
 - a) grant request
 - b) discontinue interview
 - c) offer employee choice of
 - 1) interview without representation *or*
 - 2) no interview
5. 24-hour advance notice of subject of interview and 24 hours to confer with the Union.

PAST PRACTICE

Must be:

1. Clear and
2. Consistently followed and
3. Followed over a reasonably long period of time agreed to by both parties
4. Shown by the record to be mutually accepted by the parties.

Used to:

- (a) interpret ambiguous contract language;
 - (b) establish wages, hours of work or working conditions not in the contract
- Clear contract language always takes precedence over past practice (with advance notification).

AGREEMENT BETWEEN

THE CITY OF ASHLAND, OREGON
ELECTRICAL DEPARTMENT
AND ASHLAND FIBER NETWORK

and

LOCAL UNION NO.659
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

July 1, 2022–June 30, 2025

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AGREEMENT BETWEEN
THE CITY OF ASHLAND, OREGON

and

LOCAL UNION NO.659
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE

This Agreement made and entered into by the City of Ashland, Oregon, hereinafter referred to as the "City" and Local Union No.659 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union". Unless indicated otherwise references to the "City" herein shall include the **City's elected officials, the City Manager**, or their designees(s) as the officials directly responsible for the operation of the department covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

ARTICLE I- SCOPE AND RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

This agreement shall apply to all employees of the Electric Department and all employees of Ashland Fiber Network, City of Ashland, Oregon, as set forth in "Appendix A" but excluding clerical employees, confidential and supervisory employees, and temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIII hereof.

Non-bargaining unit employees will not be employed in a temporary position for longer than twelve months except by mutual agreement. However, if the temporary position is to continue for longer than six months, the City will notify the Union and upon request, will meet to discuss the situation and options.

The parties agree as follows:

ARTICLE II- UNION SECURITY AND CHECK-OFF

Section 1: Union Security- Any employee covered by this Agreement may, at any time after hiring or transfer into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a check-off authorization form, authorizing the City to deduct from **their** wages, and to remit to the Union, the normal and usual dues required by the Union's Constitution and Bylaws. In addition, any employee who chooses not to join the Union may agree to tender a fee to the Union and, by voluntarily signing a check-off authorization form, may authorize the City to deduct and remit to the

Union an amount in fees established by the Union, not to exceed the amount of monthly dues and fees required of "BA" members. **The Union shall be the sole custodian of authorization forms.**

Each month, the Union shall provide to the City a list identifying the employees who have provided authorization for the City to make deductions from the employee's wages to day dues, fees and any other authorized deductions to the Union. The City shall rely on the list alone to deduct and forward payment to the Union.

It is agreed there shall be no discrimination in favor of or against, any employee of the City on account of membership in the Union or failure or refusal to join the Union. Nor shall the City interfere in any way with the decision of any employee to join or not to join the Union.

Section 2: Check-Off- The City will, during the term of this Agreement, honor written individual check-off requests of regular employees in the Classifications covered by this Agreement, until such check-off request is revoked by written notice directed the Union by registered mail. Such check-off request shall authorize the **Union to direct the City** to deduct current membership dues or fees. The City will in turn remit the dues or fees, so deducted, to the Union.

The Financial Secretary of the Union will keep the City currently advised of the monthly dues and/or fee to be deducted from the wages of each employee who has filed a written individual check-off request with the Union and the City.

Section 3: Job Posting- The City will post all job openings on **the City's** website so the Union can remain informed whenever a bargaining unit job is posted. Such posting shall include a statement that clearly indicates that the posted job is represented by IBEW Local Union 659 with a link to the Collective Bargaining Agreement on the City's website. The City will also, whenever a bargaining unit job is awarded, provide to the Local Union; the name, contact information, pay rate, classification, hire date and date of new hire orientation of the person awarded the position.

Section 4: New Employee Greeting- On the date of hire or shortly thereafter, the City will allow the Local Shop Steward and the Union Representative to meet each new employee on City premises and discuss the Union and its role. This meeting shall take place during work hours and be limited to no more than sixty (60) minutes. It will be the responsibility of the Local Shop Steward to arrange meetings with new employees.

Section 5: Consistent Representation- In the interest of maintaining fairness and consistency in representing the entire bargaining unit, the City shall notify the Union and an authorized Union Representative shall be present during the time of any adjustment for all matters regarding interpretation of the collective bargaining agreement, at any time a bargaining unit employee requests to be made whole of any perceived shortage due **to them** as it relates to wages, hours and working conditions and/or in matters of disciplinary action.

Section 6: Reversal of Decision- In regards to the ending of fair share agreements required by *Janus v. AFSCME*, the law regarding such contributions change, **the City agrees that it will, upon written request from the Union, meet with the Union within 30 days after receipt to negotiate any appropriate changes.** Such provisions, when negotiated, if otherwise legal, shall become effective on a date agreed upon by the parties but in no event shall be retroactive beyond such date.

Section 7: Indemnification- The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III- MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City.

It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City **Manager** and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted, except that the City **will** not contract any work which is ordinarily done by its regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies.
10. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV- STRIKE AND LOCKOUT PROHIBITION

Section 1- The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City unless such is sanctioned by the Southern Oregon Labor Council.

Section 2- In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1, above, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 3- There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE V- HOLIDAYS

Section 1: Recognized Holidays- The following shall be recognized as holidays:

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

When the U.S. President or Oregon Governor establishes a new annually- reoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for purposes of observing a day of nationwide or statewide celebration or homage- for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event— such a day will be a paid holiday for City employees subject to this bargaining agreement; and

A presidential declaration or executive order for a specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such **authorized vacation, sick or other** leave.

Section 2: Holiday Pay- Regular employees shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work. In order to be eligible for holiday pay when no work is performed, an employee must work on **their** last scheduled work day immediately prior to a holiday and on **their** first scheduled work day immediately following the holiday, unless prior approval is granted, as in the case of illness or if the holiday falls within a vacation period.

ARTICLE VI- VACATIONS

Section 1: Eligibility-

<u>Years of Service</u>	<u>Accrued Vacation Per Pay Period</u>
<4	5 hours per pay period
>4<9	6 hours per pay period
>9<14	7 hours per pay period
>14<19	8 hours per pay period
>19	10 hours per pay period

Section 2: Continuous Service- Continuous service, for the purpose of accumulating vacation leave, shall be based on regular hours paid to the employee. Vacation leave shall not accrue during a leave of absence without pay. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such absences or layoff shall be entitled to credit for service prior to the leave or layoff.

Section 3: Use of Accrued Vacation Time- All requests to take vacation must be preapproved by a supervisor. Normally, approved vacation hours may be taken as time off as soon as they are accrued. In December of each year, an employee can choose, however, to take equivalent pay for all or part of the employee's accrued vacation time, as detailed in Section 3.1. Alternatively, unused accrued vacation time can be carried forward, as detailed in Section 3.2. Section 3.3 gives new employees an opportunity to make use of anticipated but not-yet-accrued vacation.

Section 3.1- The employee may choose to cash out up to 25% of **their** annual vacation accrual. The pay will be included in the first paycheck in December.

Section 3.2- Vacation time that is not used for time off or cashed out will carry forward to the next year.

Section 3.3: Use of Vacation Time During First Six 6 Months- To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After **six (6)** months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing **six (6)** months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: New hire is granted **60** hours of vacation at time of hire. **They** accrue **five (5)** hours of vacation per month. During month **two (2)** **they** use all **60** hours of vacation and resigns after **four (4)** months on the job. The City would deduct **20** hours from the employee's final pay check because only **four (4)** months of vacation accrual has been earned at the time of the employee's resignation.

Section 4: Accrual Limitations- An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit because of accrual limitations may, by notifying their supervisor 15 days in advance, request leave to prevent loss of vacation leave. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days.

Section 5: Scheduling- Employees shall be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the head of the department's judgment as to the needs of efficient operations and the availability of vacation relief. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise **their** right of seniority only once annually. The vacation schedule shall be posted annually as of December 1st, and employees shall exercise their choice by bidding in seniority. The list shall be closed as of December 31, and subsequent changes shall be made only by mutual consent of the parties. Scheduling of vacation periods to the extent consistent with operating requirements of the City and vacation credits of the employee, shall be in weekly units except by mutual consent of the parties.

Section 6: Payment on Termination- In the event of the death or termination of an employee during the initial twelve (12) months of **their** employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for twelve (12) months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

ARTICLE VII- HOURS OF WORK AND OVERTIME

This Article is intended to be construed only as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 1: Hours of Work- To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular days work, and five (5) consecutive days, beginning Monday and terminating Friday, shall constitute a regular week work. However, AFN employees may be scheduled by the City for a work week beginning on Tuesday and terminating on Saturday.

Section 2: Work Schedules- All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be **communicated** seven (7) days prior to the effective date of the change.

- a. The normal hours of work for electric personnel (other than connect/disconnect and AFN personnel) will be between 7:00 a.m. and 3:30 p.m. with lunch break. With notice of at least thirty days, management can shift normal work hours within 1 hour either direction.
- b. By mutual agreement between the City and Union, a schedule of ten-hour days, four days per week, may be adopted. Either party may withdraw agreement to that schedule, in which case a five-day schedule will be reestablished.

Section 3: Rest Periods- A **paid** rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

Section 4: Meal Periods- To the extent consistent with operating requirements of the respective departments, **an uninterrupted, unpaid** one-half (1/2) hour meal period shall be scheduled in the middle of the work shift.

Section 5: Overtime Rates- All work performed outside of regularly scheduled hours or days as set forth in this Article shall be compensated at the rate of two (2) times the regular rate of pay.

Section 6: Customer Response Shift (CRS)- Line Installers: CRS shall run 7 days a week Tuesday to Tuesday. Journeyman Line Installers will be assigned to the shift on a rotating basis and they may exchange or forgive a shift or part of a shift to another Journeyman. Any adjustments to the schedule are the responsibility of the employee assigned to cover the schedule. When forgiving a shift, the current overtime list should be considered. Each Journeyman assigned to the shift shall receive **2** hours of straight time pay for each day, Monday, Tuesday, Wednesday and Thursday, **2.5** hours of straight time pay on Friday and 4 hours of straight time pay for each day Saturday, Sunday and holidays. (Total of **18.5** hours of straight time for a normal week.)

Telecommunication Technicians: CRS shall run from end of shift on Friday to beginning of shift on Monday, plus Holidays. Each Technician assigned to the shift shall be compensated one (1) hours straight time pay on Friday, two and a half (2.5) hours straight time pay for each day Saturday and Sunday, and four (4) hours straight time on Holidays. (Total of six (6) hours for a normal week.)

If however, the City elects to initiate stand-by at 20% rate of pay, the CRS person shall receive the 20% stand-by rate for each day it is in place in lieu of CRS pay. Overtime rates, including call out, will be in addition to this day rate.

Employees on the Customer Response Shift will be provided with a communications device and a City vehicle; Telecommunications employees will be provided only a communication device. Employees on the CRS shall be paid from the time of a call out to the time they return home. Employees shall respond to calls as promptly as possible and are expected to be on site within 45 minutes of call out including "get ready" and travel time.

With, management approval, employees may convert their CRS pay to comp time up to the applicable annual cap.

ARTICLE VIII- SICK LEAVE

Section 1: Accumulation- New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 2: Utilization for Illness or Injury- Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury or for the illness or injury of a qualifying family member under applicable state or federal family medical leave laws. In such an event, the employee shall notify the department head or other supervisor of absence due to illness or injury, and the nature and expected length thereof, as soon as possible prior to the beginning of **their** scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness (unless prohibited by ORS 653.625 section (3)(a)), the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences over three (3) consecutive work days prior to payment of any sick leave benefits or prior to allowing the employee to return to work.

Section 3: Integration with Worker's Compensation- When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay. In such instances, no charges will be made against accrued sick leave for the first ninety (90) calendar days.

Section 4: Sick Leave Without Pay- Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

Section 5: Termination- Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon **their** death or termination of employment, for whatever reason, except as provided below and in Article XVI Section 3. Sick leave shall not accrue during any period of leave without pay.

Beginning July 1, 2020- Upon retirement, employees covered by this agreement shall receive a percentage of their unused sick leave balance credited to their individual HRA/VEBA account. Credit will be paid at the employee's wage rate at retirement in accordance with the following schedule.

Un-used Sick Leave Hours	Percentage of Credit
100-399	30%
400-599	40%
600-960	50%

Employees must provide, to the City, six (6) months written notice of their intent to retire to be eligible for this benefit.

No compensation for unused accrued sick leave shall be provided if an employee is terminated for any other reason.

Section 6: Compensation For Not Using Sick Leave- Employees within the bargaining unit may elect to receive 1/3 of their unused sick leave accrual (maximum of 32 hours) as cash on their first paycheck in April. To be eligible for cash payout under this provision, employees must retain a minimum balance of 100 hours after the sick leave hours are cashed out. If cash payment is not elected, the unused portion of sick leave will be added to employee's cumulative sick leave balance.

Employees who use 40 hours of sick leave or less in a calendar year regardless of their cumulative sick leave balance may elect to receive the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Employees who use more than 40 hours of sick leave in a calendar year and whose sick leave balance will drop below 100 hours after sick leave cash payout may elect to receive a cash out calculated as follows:

((Annual sick leave accrual minus sick leave hours used by employee) plus sick leave used by employee up to protected sick leave) multiplied by 1/3 equals balance that may be cashed out.

Examples of how the payment for unused sick leave will be calculated if cumulative sick leave balance drops below 100 hours after cash payout, as required by the passage of Oregon Sick Leave law:

New Calculations of Sick Leave Cash Payout, As Changed by Oregon Sick Leave Law:	96	96	96	96
Sick leave hours <u>used</u> by employee if cumulative sick leave balance drops below 100 hours:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used up to 40/year are added back for the purpose of calculating the sick leave incentive:	$96 - 100 - 4 + 40 = 36 / 3 = 12$	$96 - 30 = 66 + 30 = 96 / 3 = 32$	$96 - 10 = 86 + 10 = 96 / 3 = 32$	$96 - 152 = -56 + 40 = -16 / 3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

Section 7: Use for Family Illness- The City will grant leave for OLA/FMLA qualifying reasons consistent with state and federal law.

Section 8: Purposes for Sick Leave- Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employees was or is in a relationship of in loco parentis, any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.

- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

ARTICLE IX- OTHER LEAVES OF ABSENCE

Section 1: Leaves of Absence Without Pay- Leaves of absence without pay not to exceed ninety (90) days may be granted upon request by the employee where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee and that additional expense will not result, including for a replacement. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date. The employee must utilize accrued vacation and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the pay check for the next pay period or may be paid directly to the City.

Section 2: Jury Duty- Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by **them** for such jury service, and upon being excused from jury service for any day an employee shall immediately contact their supervisor for assignment for the remainder of **their** regular work day.

Section 3: Appearances- Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority, provided, however, that the regular pay for such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

Section 4: Required Court Appearances- Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5: Union Business- Employees elected or appointed to any legitimate full-time paid Union office which takes them from their employment with the City, shall, upon written request of the Union and the employee be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall, upon written request of the Union and the employees, be granted a leave of absence of up to thirty (30) days without pay.

Section 6: Educational Leave- After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading **their** professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall

not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the department head. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. **Their** replacement shall be considered a temporary employee. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conference seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 7: Military Leave- Military leave shall be granted in accordance with ORS 408.290.

Section 8: Bereavement Leave- In addition to regular sick leave, an employee may be granted three (3) days **bereavement** leave with regular pay in the event of death of a family member of the employee. **For the purpose of this benefit, the term "family member" shall include the employee's spouse, biological, adopted, step or foster parent or child, sibling, parent-in-law, sibling-in-law, grandparent and grandparent-in-law.** The employee will be paid his or her regular hourly rate for any such days of excused absence which occur only during **their** assigned workweek. No pay shall be granted if the employee does not attend the **memorial service**. An additional two (2) days leave may **be** granted if the **memorial service** is over 450 miles from Ashland. The City will grant additional **paid or unpaid** bereavement leave consistent with state and federal laws. (**E.g., OFLA/FMLA or Oregon Sick Leave**).

Section 9: Failure to Return From Leave- Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and **their** position shall be **deemed** vacated; except and unless the employee, prior to the expiration of **their** leave of absence, has furnished evidence that **they are** unable to work by reason of sickness, physical disability or other legitimate reason beyond **their** control.

ARTICLE X- COMPENSATION

Section 1: Pay Schedule- Employees shall be compensated in accordance with the pay schedule attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. **That process shall be governed by the mid-term bargaining process stated in ORS 243.698.**

The pay schedule in "Appendix B" shall reflect the following increases:

- Effective retro to **July 1, 2022**, there will be a **2%** spot increase applied to the Line Installer rate. The rate for Meter Relay Tech will be at 109% of Line Installers rate. Lead Working Lineman rate will be at 111% of Line Installers rate. General Foreman-rate will be at 116% of Line Installers rate. Electrician and Electric Meter Repairer rates will be at 100% of Line Installer rate. **In addition, the wage schedule will be adjusted by 4% for all positions in the bargaining unit.**
- Effective **July 1, 2023**, the wage schedule will be adjusted by **4%**for all positions in the bargaining unit.

- Effective **July 1, 2024**, the wage schedule will be adjusted by **3%** for all positions in the bargaining unit.

Section 2: Overtime- The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of two (2) times the regular rate for overtime work outside of the regularly scheduled workweek or work day, but in no event shall such compensation be received twice for the same hours. All overtime shall be recorded by the employee and must be approved by the department head or supervisor. Scheduled overtime, time annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift, shall be considered overtime and shall not be considered call-back time.

Section 3: Call-back Time- Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at double time for the work for which they are called back. More than one call-back is permissible within the call-back period. Employees required to work over the initial call-back period, where more than one call-back is handled, will be paid at the overtime rate to nearest one-half (1/2) hour.

- a. Employees called for duty less than four (4) hours before the beginning of their regular work day shall be paid at the established overtime rate from the time they are called until the beginning of their regular work day. Regular working hours following shall be at the straight time rate.

Section 4: Rest Time- Employees are eligible for rest time only when working four (4) or more hours between regularly scheduled work shifts. On the day before the employee's regular shift, the eligibility window begins at the employee's regular shift ending time.

Definition: Rest time is defined as hours earned during the eight (8) hours immediately preceding the beginning of the regularly scheduled shift and taken during the employee's regularly scheduled shift that day at the straight time rate. Rest time is earned at the rate of one (1) hour for every hour worked in the eight (8) hour period immediately preceding the beginning of the employee's regular scheduled shift.

All paid time in the eight (8) hour period immediately preceding the beginning of the employee's regular shift will be used to calculate rest time.

Utilization: If an employee earns two (2) hours or less rest time, and elects to take the rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and will run consecutively until exhausted at which time the employee will report to work and work at the straight time rate for the remainder of the shift.

If the employee has earned more than two (2) hours of rest time and elects to take rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and run consecutively until exhausted. If any hours remain in the scheduled shift, the employee can elect to work at the straight time rate, or use vacation or comp time to complete the shift.

If the employee elects to take the rest time at the end of the shift, their work shift will start at the regular time and the employee will work at the straight time rate until rest time is due.

Any hours worked when rest time is due, the employee shall receive straight time for the hours worked in addition to rest time at the straight time rate.

Section 5: Pay Periods- Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:01 a.m. on Saturday, and ending on the 14th day (Friday) at 12:00 p.m. Pay days shall be on the Friday following the close of each pay period.

Section 6: Standby Pay- Electric Department employees and Telecommunication Technicians will be paid at the rate of twenty percent (20%) of the employee's straight time rate of pay to be work ready.

In addition to standby pay, employees shall receive the applicable overtime rate of pay for all time worked when called in from standby. The number of hours in a standby period will be predetermined and the employee so advised in advance of standby duty. The City may maintain a call list, which shall not in itself entitle an employee to standby pay.

With, Management approval, employees may convert their standby pay to comp time up to the applicable annual cap.

Section 7: Mileage- An employee required to report for special duty or assignment at any location other than **their** permanent reporting location and who is required to use **their** personal automobile for transportation to such location shall be compensated at the mileage rate established annually by the IRS per mile for the use of such automobile directly in the line of duty.

Section 8: Travel Expense- When employees attend out of town training programs or conferences, reimbursement for travel and meal expense will be in accordance with City policy.

Section 9: Meals During Extra Work Periods-

- a. **Emergency Overtime and Call-out-** Breakfast and lunch shall be provided at reasonable City expense when employees are called out on emergency overtime before regular work hours and did not have time to eat breakfast and prepare a lunch. Employees not released from a call out prior to six (6:00) a.m. shall be considered as not having time to eat breakfast and/or prepare lunch. Meals shall be provided by the City during normal meal times if an employee is called out to work after hours, on Saturday, Sunday and holidays and employee is required to work four (4) hours or more. Meals will be reimbursed to employee at \$15.00 per occurrence and submitted to payroll by marking the appropriate box on timesheet.
- b. **Work Beyond Regular Work Shift-** Employees required to work two (2) hours or more beyond their regular work hours shall be provided a meal at City expense. If work continues after the meal has been provided, employees shall be entitled to meals at four (4) hour intervals thereafter.
- c. **Prearranged Work Shift-** When an employee is notified by the end of the preceding regular work shift and is required to report to work less than two (2) hours before regular work hours, the employee shall not be provided a breakfast or lunch. If an employee is required to report for work two (2) or more hours before regular work hours the City will provide breakfast, and the employee will be responsible for lunch.
- d. **Regular Work Hours-** Regular work hours are the hours that the employee normally works during the week, which may include Saturday, Sunday and holidays, as outlined in Article 7, Section 1 of this Agreement.

Section 10: Compensatory Time- Overtime for hours actually worked (excluding standby time) may be paid in the form of compensatory time off at the applicable rate subject to the approval of the department head or designated supervisor. The employee may request compensatory time off by submitting a request in writing at least 48 hours in advance of the requested time. No employee shall **exceed** more than eighty (80) hours of compensatory time in an annual period. **If an employee uses their compensatory hours, they can accrue hours to build back up to eighty (80) hours.** Compensatory time shall be accrued on an annual basis from December 1 to November 30. **Compensatory hours can be compensated as pay of the first pay period in December, or the employee can roll a maximum of forty (40) hours over to the upcoming year.**

Section 11: Longevity Pay- Upon five (5) years of a full-time regular employee anniversary date, they will receive a \$1000 annual bonus each year. Upon ten (10) years of a full-time regular employee anniversary date, they will receive a \$1250 annual bonus each year. Upon 15 year of a full-time regular employee anniversary date, they will receive a \$1500 annual bonus each year. Anniversary bonuses to be distributed on the first pay check in December.

ARTICLE XI- DISCIPLINE AND DISCHARGE

Section 1: Discipline- Disciplinary action may include the following:

- a. Written reprimand
- b. Demotion
- c. Suspension
- d. Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill **their** responsibilities as an employee. Conduct reflecting discredit upon the City or Department, or which is a direct hindrance to the effective performance of City functions shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules or for activities forbidden by State law. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure.

Section 2: Discharge- An employee having less than six (6) months of continuous service shall serve at the pleasure of the City. An employee having continuous service in excess of six (6) months shall be discharged only for cause. If the department head or other supervisor determines that there is cause for discharge, **they** shall deliver to the employee and the Union a written notice of **the employee's right to a pre-discipline hearing.** Such notice shall specify the principal grounds for such action. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article XII. The Union may process a grievance concerning suspension or discharge, or both, at Step II of the grievance procedure.

ARTICLE XII- SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure- Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I- The affected employee shall take up the grievance or dispute with the employee's supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. The supervisor shall then attempt to adjust the matter within three (3) working days.

STEP II- If the grievance has not been settled between the affected employee and the supervisor, it may be presented in writing by the Union to the Director of Electric Utilities within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Director of Electric Utilities shall respond to the Union representative in writing within five (5) working days after receipt thereof.

STEP III- If the grievance still remains unadjusted, it may be presented by the Union to the City **Manager** of the City or **their** designee(s), within seven (7) days after the response specified in Step II is due. The City **Manager** or **their** designee(s) shall respond in writing to the Union within five (5) working days.

STEP IV- If the grievance is still unsettled, either party may, within ten (10) days after the reply of the City **Manager** is due, by written notice to the other, request arbitration of the dispute under Section V herein.

STEP V- If the grievance is still unsettled, either party may, within ten (10) days of the decision of the City **Manager** or **their** designee(s) under Step IV have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the American Arbitration Association or other mutually agreed organization shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one and the process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a pre-hearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to him or her. **Their** decision shall be based solely upon **their** interpretation of the meaning and application of the express language of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy both parties shall jointly share the cost of the transcript and all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance shall be deemed granted.

Section 2: Stewards- The Union may select an employee who shall be known as the steward. The name of the employee selected as steward, and the names of local Union representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of a steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1

hereof, shall not interfere with this or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

ARTICLE XIII- SENIORITY

Section 1: Seniority- Seniority shall be an employee's length of continuous service with the bargaining unit dating from **their** last date of hire, and shall apply by job classification in matter of layoff, recall and vacation. In the event of a layoff, such employee may exercise **their** seniority in a lower job classification within the Department. Recall from layoff shall be in the reverse order of seniority. The City reserves the right to lay off out of the order of seniority if, in the City's judgment, retention of special job skills is required. Seniority shall continue to accrue during (1) authorized sick leave or disability leave up to ninety (90) calendar days; (2) vacation leave; (3) authorized compensatory time off; (4) educational leave required by the City; (5) military leave as specified in Article IX, Section 8; (6) **bereavement** leave; (7) jury duty; and (8) promotion to a supervisory position outside of the bargaining unit for two (2) years.

Section 2: Suspension of Seniority- Seniority shall be retained, but shall not continue to accrue during (1) authorized sick leave or disability leave in excess of ninety (90) calendar days; (2) educational leave requested by the employee; (3) military leave for disciplinary reasons; (4) election to a fulltime paid Union office up to one (1) year, renewable upon application; and (5) other authorized leaves of absence of up to ninety (90) calendar days.

Section 3: Termination of Seniority- Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within three (3) days after being recalled; (5) is laid off from work for any reason for twenty-four (24) months or for a period of time equal to **their** seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if **they are** retired.

Section 4: Probationary Period- The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) full months after which they shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross training in other classifications, and assignment to educational courses and training programs, the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off. Termination of a probationary employee shall not be subject to the grievance procedure under Article XII.

Section 5: Promotional Probationary Period- Regular employees promoted into a higher classification shall serve a promotional probationary of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to highest previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XII. It is the intent of this Agreement that

promotional opportunities shall first be extended to employees within each department. Provided such employees are qualified to perform the work in question. To this end, promotional opportunities shall be posted for ten (10) working days before the job is filled by a new employee. The City shall be under no obligation to train an employee to become qualified, but shall give preference to present employees who are qualified and apply for such job opening. The City shall be the judge of an employee's qualifications and ability. In the event two or more applicants for a job opening are equally qualified, seniority shall prevail.

Section 6: Layoff and Recall- Recall from layoff exceeding five (5) work days shall be by certified mail sent to the employee at **their** last known address furnished to the City by the employee. **Laid off employees are solely responsible to assure that the City has their current mailing addresses.** The City may use any other means to return an employee sooner.

ARTICLE XIV- GENERAL PROVISIONS

Section 1: No Discrimination- The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race creed, color, sex, **gender identity, sexual orientation, marital status**, age, national origin **or disability**. The Union shall share equally with the City the responsibility for applying the provisions of this section. Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent themselves in individual personnel matters.

Section 2: Bulletin Boards- The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work of assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins of such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreational and social affairs of the Union
- b. Union meetings
- c. Union elections
- d. Reports of Union committees
- e. Rulings or policies of the International Union

Section 3: Visits by Union Representatives- The City agrees that accredited representatives of the International Brotherhood of Electrical Workers, Local Union 659, upon reasonable **prior notice to the Director of Electrical Utilities**, may have reasonable access to the premises of the City at any time during working hours for the purpose of **the activities permitted in ORS 243.804**.

Section 4: Solicitation- The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

Section 5: Existing Conditions- Only such existing and future working rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

Section 6: Other Employment- Outside employment shall be permitted only with the express prior written approval of the City which may at any time, upon reasonable grounds, revoke permission to hold such outside employment. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- a. The need for mentally and physically alert electric utility employees.
- b. Insulating employees from potential conflict of interest situations.
- c. Maintaining efficiency unimpaired by other employment, recognizing the nature of the job requiring electric utility employees to be available for emergency duty twenty-four (24) hours a day.

Section 7: Supervisor Employees- It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, such as a customer outage when life or property is endangered, and the complementary of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased, or for purposes of instruction or training.

Section 8: Uniforms, Protective Clothing and Devices- If an employee is required to wear a uniform, protective clothing or use any type of protective device, such article shall be provided, maintained and cleaned by the City. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. **In the first month of the start of this agreement, the City shall pay \$900 to each bargaining unit employee for the employee to purchase or repair of protective footwear, such as steel-toe boots. Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. The City shall also pay new hires in the bargaining unit \$900 for the same purchase.** The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing or boots, or use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI hereof.

Note: The Internal Revenue Service characterizes such allowances to employees for clothing and footwear as taxable. Accordingly, the City must report the value of this benefit to it.

Section 9: Response Time Requirement- All new regular employees shall establish their residence within twelve months employment, to within thirty (30) miles of the Service Center (90 N Mountain Avenue). The response time radius of thirty (30) miles is for the purpose of enabling a prompt response when called for emergency duty.

ARTICLE XV- CLASSIFICATIONS- WORK RULES- SAFETY

Section 1: Classifications and Descriptions- The general classifications of labor which shall be recognized throughout this Agreement, shall be those set forth in "Appendix A". Other classifications may be added as the need arises by mutual agreement between the parties.

Section 2: Work Rules- The following work rules shall apply to the general classifications listed below:

- a. On jobs having a Lead Working Line Installer, workers are not to take orders, directions, or accept the layout of any job from anyone, except such Lead Working Line Installer. If such Lead Working Line Installer is required to be absent from the job for an extended period of time, a replacement shall be designated by the City.

- b. All work on transformers in the field (except testing) shall be done by Line Installers. Shop repairs on transformers may be done by other qualified personnel.
- c. Switching of circuits outside substations shall be done by Line Installers. Switching of circuits inside substations shall be done by Meter Relay Technician or Line Installers.
- d. Installation and maintenance of all direct burial underground electrical circuits, both primary and secondary, and of outdoor pad mounted transformers used in this type of installation, shall be done by regular line crews.
- e. All framing and erecting of poles or towers and stringing of wire, shall be done by Line Installers, assisted by Ground persons and Line Truck Operators when required.
- f. Stubbing of poles may be done by Ground persons, under the supervision of a Line Installer.
- g. Employees, while working on transmission line structures or other towers at a height of seventy-five (75) feet or more above ground or its equivalent, such as a building roof, shall receive one (1) hour's additional pay at regular straight time for each hour worked at such height. This shall not apply to the erection of new steel towers or to the original installation of hardware and conductor on transmission lines prior to energization.
- h. Employees relieved from duty because of weather conditions shall be paid until returned to headquarters. If an employee does not return to headquarters, they shall be paid only for time worked. If employees report for work on a regular shift and it is mutually agreed between the supervisor and the crew Lead Working Line Installer that weather conditions are such that they cannot work, they shall be paid for one (1) hour at the straight time rate. When such is deemed to be in the public interest, crews may be requested to work regardless of weather conditions. Time not worked because of adverse weather conditions shall not affect vacation or sick leave accrual.
- i. Apprentices shall be indentured under the Oregon State Law and Plan of Apprenticeship to learn the trade under the direct supervision of a line installer. An apprentice shall be given the opportunity upon the successful completion of three (3) years' experience to qualify themselves as a line installer by written examination. Upon so qualifying, **they** shall be reclassified to line installer status.

Section 3: Safety Rules- Electrical Workers Safety Rules as promulgated by the Oregon State Workmen's Compensation Board, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as is fully set forth herein, and routine safety meetings shall be continued.

- a. When working on live lines over 750 volts phase to phase, it shall be the practice to have a Line Installer assisting each Line Installer on such lines.
- b. No worker shall be required to work on energized lines exceeding 5,000 volts unless it is done by qualified Line Installers using approved tools of the "hot stick" variety.
- c. In the interest of safety and in order to ensure continuity of electric service, the employee shall promptly report any unsafe conditions noted in connection with the City's facilities.

ARTICLE XVI- HEALTH, WELFARE AND RETIREMENT

Section 1: Health and Welfare- The City and employees agree on the following cost-share arrangement for health benefits:

Beginning January 1, 2023 employees agree to pay 10% and the City will pay 90% on the base plan health care premiums CIS Copay H. There is a \$1500 deductible or a buy up plan with a \$500 deductible CIS Copay F with the difference being the responsibility of the employee. Willamette Dental with Ortho or Delta Dental III with Ortho.

Section 2- The Employee Health Benefits Advisory Committee shall be repurposed as a Labor Management Committee and shall include (1) representative of the IBEW Electrical Union. The Committee shall meet at least once per year for the purpose of discussing City wide issues including health insurance benefits along with other items.

The City agrees to continue providing the following additional fringe benefits:

- (a) Life Insurance- employee (\$20,000 with AD&D) and dependent coverage (\$1 ,000).
- (b) Long Term Disability Insurance- employee only.
- (c) City paid reimbursement for physical fitness as described in the City of Ashland Wellness Program. **Note: The dollar value of this benefit is taxable; it is reported on Form W-2.**

In the event that any of these programs change or are updated, the City agrees to provide the IBEW written notice of the change with as much advance notice as possible, and an opportunity to negotiate the impact of the change.

Section 3: Retirement-

- a) The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in the bargaining unit. **In accordance with statute, for qualified retiring PERS members, the City will report the sum of accrued but unused sick leave to PERS.**
- b) Pursuant to ORS 238A.355 the City will assume, pick-up and pay the employee contribution required by PERS for all employees covered by this Agreement at a uniform rate of 6%. Employees may also elect to make additional employee contributions to their IAP account, in the amount equal to the amount credited to the employee pension stability account, under ORS 238A.355 this additional contribution may not be paid by the City.

Section 4: Medical Coverage for Retirees- Any employee hired prior to July 1, 2005, and retiring during the term of this contract with twenty (20) or more years of full-time service with the City, shall be eligible for a one time contribution into **their** HRA/VEBA account in the amount of \$3,612.00 (\$60.20/month for 5 years) to assist with healthcare costs in retirement.

Section 5: Deferred Compensation- The City agrees to contribute up to **\$50.00** per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or ING). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member.

Section 6: Mercy Flights- The City agrees to pay the premium for household membership in Mercy Flights for Air Ambulance transportation service. Employees shall have the option to upgrade his

or her membership to the Combined Air and Ground Ambulance membership by paying the additional amount by payroll deduction. **Note: The dollar value of this benefit is taxable; it is reported on Form W-2.**

Section 7: HRA/VEBA- The City agrees to contribute **three (3%) percent** of salary into the Health Reimbursement Arrangement/Voluntary Employee's Beneficiary Association (HRA/VEBA) **monthly.**

ARTICLE XVII- WORKERS COMPENSATION

Section 1: Worker's Compensation- All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

Section 2: Supplementary Payment- Compensation paid by the City for a period of sick leave also covered by Worker's Compensation shall be equal to the difference between the Workers Compensation pay for lost time and the employee's regular pay rate.

ARTICLE XVIII- LIABILITY INSURANCE

The City shall purchase liability insurance **as permitted by ORS 30.282** for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premium for such insurance shall be paid by the City.

ARTICLE XIX- SAVINGS CLAUSE AND FUNDING

Section 1: Savings Clause- Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. **Such bargaining shall be conducted according to ORS 243.698.**

Section 2: Funding- The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request or voter approval thereof.

ARTICLE XX- TERMINATION & REOPENING

This Agreement shall be effective as of the 1st day of July, **2022** and shall remain in full force and effect until the 30th day of June, **2025** and shall terminate all prior Agreements and practices and concludes all collective bargaining during the term of this Agreement, provided however that:

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than **180** days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall

include the substance of the modification and the language with which such desired modifications are to be expressed. In the event that such notice is given, negotiations shall begin not later than **sixty (60)** days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

City of Ashland, Oregon

By: DocuSigned by:
Joseph L. Lessard
12CBCCFCAC094A5...
Joe Lessard, City Manager

Date: 8/26/2022

APPROVED: Ashland City Council

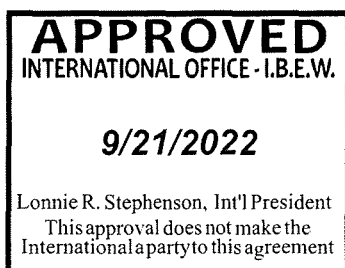
By: DocuSigned by:
Melissa Huhtala
A02A82A0E5F24B2...

Date: 8/26/2022

International Brotherhood of Electrical Workers,
Local Union 659

By: Jon Flegel
Jon Flegel, Business Manager

Date: 9/8/2022



"APPENDIX A"- CLASSIFICATIONS WITHIN BARGAINING UNIT

General Foreman 116%
Lead Working Line Installer 111%
Meter Relay Technician 109%
Line Installer
Line Installer/Service Person
Apprentice Line Installer
Electrician 100%
Line Truck Operator
Electric Meter Repairer 100%
Electric Warehouse Person Lead Telecommunications Technician
Telecommunications Technician
Groundperson
Connect-Disconnect
Meter Reader
Mapping Specialist
Communications/Head-End Technician
Tree Trimmer Foreman
Tree Trimmer/Arborist
Tree Trimmer

"APPENDIX B"- 2022 to 2025 IBEW ELECTRICAL SALARY SCHEDULE

Position	Current Wage	7/1/2022 2% Spot Increase for Journeyman	7/1/2022	7/1/2023	7/1/2024
	Hourly		4%	4%	3%
General Foreman (116% of Line Installer Rate)	\$59.0751	\$61.3138	\$63.7663	\$66.3170	\$68.3065
Lead Working Line Installer (111% of Line Installer Rate)	\$57.5205	\$58.6709	\$61.0178	\$63.4585	\$65.3622
Meter Relay Technician (109% of Line Installer Rate)	\$56.4841	\$57.6138	\$59.9184	\$62.3151	\$64.1845
Line Installer/Serviceman	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Line Installer	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Apprentice Line Installer					
1 st 6 months (70% of Line Installer Rate)	\$36.2742	\$36.9997	\$38.4797	\$40.0189	\$41.2194
2 nd 6 months (73% of Line Installer Rate)	\$37.8288	\$38.5854	\$40.1288	\$41.7339	\$42.9860
3 rd 6 months (76% of Line Installer Rate)	\$39.3834	\$40.1711	\$41.7779	\$43.4490	\$44.7525
4 th 6 months (80% of Line Installer Rate)	\$41.4562	\$42.2853	\$43.9767	\$45.7358	\$47.1079
5 th 6 months (84% of Line Installer Rate)	\$43.5290	\$44.3996	\$46.1756	\$48.0226	\$49.4633
6 th 6 months (90% of Line Installer Rate)	\$46.6383	\$47.5711	\$49.4739	\$51.4529	\$52.9965
Electrician (1) (100% of Line Installer Rate)	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Electric Meter Repairer (100% of Line Installer Rate)	\$51.8203	\$52.8567	\$54.9710	\$57.1698	\$58.8849
Line Truck Driver	\$38.6523		\$40.1984	\$41.8063	\$43.0605
Tree Trimmer	\$41.1442	\$41.9671	\$43.6458	\$45.3916	\$46.7533
Tree Trimmer/Arborist	\$44.4274	\$45.3159	\$47.1286	\$49.0137	\$50.4841
Tree Trimmer Foreman	\$47.7106	\$48.6648	\$50.6114	\$52.6359	\$54.2149
Connect-Disconnect (2)	\$35.0256		\$36.4266	\$37.8837	\$39.0202
Electric Warehouse Person	\$35.0256		\$36.4266	\$37.8837	\$39.0202
LD Telecommunications Technician (3)	\$32.9187		\$34.2354	\$35.6049	\$36.6730
Groundperson, Meter Reader, Connect-Disconnect					
1 st 6 months	\$15.5564		\$16.1787	\$16.8258	\$17.3306
2 nd 6 months	\$20.0418		\$20.8435	\$21.6772	\$22.3275
3 rd 6 months	\$24.4399		\$25.4175	\$26.4342	\$27.2272
4 th 6 months	\$28.8414		\$29.9951	\$31.1949	\$32.1307
Thereafter	\$33.2505		\$34.5805	\$35.9637	\$37.0427
Telecommunications Technician (3)					
1 st 6 months	\$14.6678		\$15.2545	\$15.8647	\$16.3406
2 nd 6 months	\$18.8971		\$19.6530	\$20.4391	\$21.0523
3 rd 6 months	\$23.0366		\$23.9581	\$24.9164	\$25.6639
4 th 6 months	\$27.1939		\$28.2817	\$29.4129	\$30.2953
Thereafter	\$31.3512		\$32.6052	\$33.9095	\$34.9267

Mapping Specialist					
1 st 6 months	\$28.1659		\$29.2925	\$30.4642	\$31.3782
Next 12 Months	\$29.7675		\$30.9582	\$32.1965	\$33.1624
Next 12 Months	\$31.3871		\$32.6426	\$33.9483	\$34.9667
Next 12 Months	\$33.0250		\$34.3460	\$35.7198	\$36.7914
Thereafter	\$34.6808		\$36.0680	\$37.5108	\$38.6361
Communications/Head-End Technician (3)					
1 st 6 months	\$34.5338		\$35.9152	\$37.3518	\$38.4723
Next 12 Months	\$35.8936		\$37.3293	\$38.8225	\$39.9872
Next 12 Months	\$37.3430		\$38.8367	\$40.3902	\$41.6019
Thereafter	\$38.8280		\$40.3811	\$41.9964	\$43.2563

PLEASE NOTE: Hourly rates are accurate to 4 decimal places. Monthly figures are approximate, actual earnings may vary.

"APPENDIX C"- CERTIFICATION PAY

**Upon request of the City for an employee to be certified and maintain certification.
Maximum increase of 5% per employee.**

- 1) Supervisory Electricians License **increased by 2.5%** and/or Electrical Inspectors License **increased by 2.5%**.
- 2) Connect-Disconnect to be increased by **2.5%** for duties primarily centered around meter reading devices.
- 3) Telecommunication Technicians trained in fiber splicing shall receive a 5% increase when performing work involving splicing of Fiber Optics, minimum time for upgrade will be four (4) hours.
- 4) **2.5% increase for Line installers for a Line Clearance Arborist Certification.**
- 5) **2.5% increase for employees for an ISA Certified Arborist.**
- 6) **2.5% increase for employees for a Crane Certification.**
- 7) **2.5% increase for employees for certifications identified by our Wildfire Mitigation program.**
- 8) **2.5% increase for Journeymen for a Substation Tech Certification.**
- 9) **2.5% increase for Meter Relay Journeymen for state of Oregon Electrical License, IBEW Journeymen Lineman, IBEW Substation Tech.**
- 10) **2.5% increase for Electricians or Meter Relay Tech with state of Oregon CDL.**
- 11) **2.5% increase for completion of NWPPA Operations Line worker and Substation series courses.**
- 12) **2.5% increase for Warehouseman for completion of NWPPA operation supply chain coarse.**
- 13) **2.5% for Drone certification, Drone Operator shall be an IBEW position.**

SCOPE OF COLLECTIVE BARGAINING

“Wages, hours of work, and working conditions”

JUST CAUSE STANDARD FOR DISCIPLINE

1. Forewarning of rule *and* consequences.
2. Reasonable rule.
3. Thorough investigation.
4. Fair and objective investigation.
5. Preponderance of evidence.
6. Consistent.
7. Punishment fits the offense.

WEINGARTEN RIGHT TO REPRESENTATION

1. Investigatory interviews.
2. Employee reasonably believes discipline may result.
3. Employee must request representation.
4. Employer may:
 - a) grant request
 - b) discontinue interview
 - c) offer employee choice of
 - 1) interview without representation *or*
 - 2) no interview
5. 24-hour advance notice of subject of interview and 24 hours to confer with the Union.

PAST PRACTICE

Must be:

1. Clear and
2. Consistently followed and
3. Followed over a reasonably long period of time agreed to by both parties
4. Shown by the record to be mutually accepted by the parties.

Used to:

- (a) interpret ambiguous contract language;
 - (b) establish wages, hours of work or working conditions not in the contract
- Clear contract language always takes precedence over past practice (with advance notification).

SALARY ADJUSTMENTS BASED ON PROPOSED IBEW ELECTRIC CBA

**As of January 2025

July 1, 2025								July 1, 2026		July 1, 2027	
CURRENT JOB TITLE	Step	4% Spot increase for Journeyman	4% COLA	Annual Salary	% Increase	Amount increased per hour	Annual \$ Difference	Amount increased per hour	Annual \$ Difference	Amount increased per hour	Annual \$ Difference
General Foreman	0	\$71.0388	\$73.8803	\$153,671.05	8%	\$5.57	\$11,593.53	\$2.98	\$6,192.94	\$2.31	\$4,795.92
Lead Working Line Installer	0	\$67.9767	\$70.6958	\$147,047.17	8%	\$5.33	\$11,093.80	\$2.85	\$5,926.00	\$2.21	\$4,589.20
Meter Relay Technician	0	\$66.7519	\$69.4220	\$144,397.67	8%	\$5.24	\$10,893.91	\$2.80	\$5,819.23	\$2.17	\$4,506.51
Line Installer	0	\$61.2403	\$63.6899	\$132,475.01	8%	\$4.81	\$9,994.42	\$2.57	\$5,338.74	\$1.99	\$4,134.41
Electrician	0	\$61.2403	\$63.6899	\$132,475.01	8%	\$4.81	\$9,994.42	\$2.57	\$5,338.74	\$1.99	\$4,134.41
Line Truck Driver	0		\$44.7828	\$93,148.26	4%	\$1.72	\$3,582.63	\$1.34	\$2,794.45	\$1.38	\$2,878.28
Electrical Warehouse Worker	0		\$40.5810	\$84,408.50	4%	\$1.56	\$3,246.48	\$1.22	\$2,532.25	\$1.25	\$2,608.22
Connect/Disconnect	0		\$40.5810	\$84,408.50	4%	\$1.56	\$3,246.48	\$1.22	\$2,532.25	\$1.25	\$2,608.22
Lead Telecommunications Technician	0		\$40.0471	\$83,297.91	4%	\$1.54	\$3,203.77	\$1.20	\$2,498.94	\$1.24	\$2,573.91
Tree Trimmer/Arborist	0		\$52.5036	\$109,207.42	4%	\$2.02	\$4,200.29	\$1.58	\$3,276.22	\$1.62	\$3,374.51
Apprentice Tree Trimmer	4		\$43.7585	\$91,017.72	4%	\$1.68	\$3,500.68	\$1.31	\$2,730.53	\$1.35	\$2,812.45
Meter Reader/Groundperson	5		\$38.5244	\$80,130.77	4%	\$1.48	\$3,081.95	\$1.16	\$2,403.92	\$1.19	\$2,476.04
Telecommunications Technician	5		\$36.3239	\$75,553.65	4%	\$1.40	\$2,905.91	\$1.09	\$2,266.61	\$1.12	\$2,334.61
Telecommunications Technician	5		\$36.3239	\$75,553.65	4%	\$1.40	\$2,905.91	\$1.09	\$2,266.61	\$1.12	\$2,334.61

	Average % increase	Average increase per hour	Average Annual \$ Difference
2025	5%	\$2.87	\$5,960.30
2026	3%	\$1.78	\$3,708.39
2027	3%	\$1.59	\$3,297.24

AGREEMENT
BETWEEN
THE CITY OF ASHLAND, OREGON



CLERICAL/TECHNICAL

AND

LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



EFFECTIVE

JULY 1, **2025**-JUNE 30, **2028**

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AGREEMENT BETWEEN
THE CITY OF ASHLAND, OREGON
(CLERICAL / TECHNICAL)

and

LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE

This Agreement made and entered into by the City of Ashland, Oregon, hereinafter referred to as the "City" and Local Union No. 659 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union". Unless indicated otherwise, references to the "City" herein shall include the City's elected officials, the City Manager or their designees(s) as the officials directly responsible for the operation of the departments covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

ARTICLE I- SCOPE AND RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

This agreement shall apply to all employees of the Technical/Clerical Bargaining Unit of Ashland, Oregon, as set forth in "Appendix A" but excluding confidential, supervisory, and temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIII hereof.

The parties agree as follows:

ARTICLE II- UNION SECURITY AND CHECK-OFF

Section 1: Union Security- Any employee covered by this Agreement may, at any time after hiring or transfer into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a check-off authorization form, authorizing the City to deduct from their wages, and to remit to the Union, the normal and usual membership dues required by the Union's Constitution and Bylaws. In addition, any

employee who chooses not to join the Union may voluntarily tender a fee to the Union and, by voluntarily signing a check-off authorization form, may authorize the City to deduct and remit to the Union an amount in fees established by the Union, not to exceed the amount of monthly dues and fees required of "BA" class Union members. The Union shall be the sole custodian of the authorization forms.

Each month, the Union shall provide the City a list identifying the employees who have provided authorization for the City to make deductions from the employee's wages to pay dues, fees and any other authorized deductions to the Union. The city shall rely on the list alone to deduct and forward payment to the Union.

It is agreed there shall be no discrimination by the City or the Union in favor of or against, any employee of the City on account of membership in the Union or failure or refusal to join the Union. Nor shall the City interfere in any way with the decision of any employee to join or not to join the Union.

Section 2: Check-Off- The City will, during the term of this Agreement, honor written individual check-off requests of regular employees in the Classifications covered by this Agreement, until such check-off request is revoked by written notice delivered to the Union by registered mail. Such check-off request shall authorize the Union to direct the City to deduct current membership dues or fees. The City will in turn remit the dues or fees, so deducted, to the Union.

The Financial Secretary of the Union will keep the City currently advised of the monthly dues and/or fee to be deducted from the wages of each employee who has filed a written individual check-off request with the Union.

Section 3: Job Posting- The City will post all job openings on the City's website so the Union can remain informed whenever a bargaining unit job is posted. Such posting shall include a statement that clearly indicates that the posted job is represented by IBEW Local Union 659 with a link to the Collective Bargaining Agreement on the City's website. The City will also, whenever a bargaining unit job is awarded, provide to the Local Union; the name, contact information, pay rate, classification, hire date and date of new hire orientation of the person awarded the position.

Section 4: New Employee Greeting- On the date of hire or shortly thereafter, the City will allow the Local Shop Steward and the Union Representative to meet each new employee on City premises and discuss the Union and its role. This meeting shall take place during work hours and be limited to no more than sixty (60) minutes. It will be the responsibility of the Local Shop Steward to arrange meetings with new employees.

Section 5: Consistent Representation- In the interest of maintaining fairness and consistency in representing the entire bargaining unit, employees have the right to have an authorized Union Representative present during the time of any adjustment

for all matters regarding interpretation of the collective bargaining agreement, at any time a bargaining unit employee requests to be made whole of any perceived shortage due them as it relates to wages, hours and working conditions and/or in matters of disciplinary action.

Section 6: Reversal of Decision- In regards to the ending of fair share agreements required by *Janus v. AFSCME*, should the law regarding such contributions change, the City agrees that it will, upon written request from the Union, meet with the Union within 30 days after receipt to negotiate any appropriate changes. Such provisions, when negotiated, if otherwise legal, shall become effective on a date agreed upon by the parties but in no event shall be retroactive beyond such date.

Section 7: Indemnification- The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III- MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City.

It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of service.
3. To schedule employees' hours of work and direct the performance of their duties.
4. To train employees.
5. To discipline or discharge for just cause.
6. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
7. To maintain the efficiency of governmental operations.
8. To determine the methods, means and personnel by which government operations are to be conducted.
9. To determine the content of job classifications, determine the minimum qualifications for all jobs and determine the criteria for performance evaluations.
10. To take all necessary action to carry out its mission in emergencies.

11. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV- STRIKE AND LOCKOUT PROHIBITION

Section 1- The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City unless such is sanctioned by the Southern Oregon Central Labor Council.

Section 2- In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct; the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 3- There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE V- HOLIDAYS

Section 1: Recognized Holidays- The following shall be recognized as Holidays:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Eve (December 24th)
Christmas Day (December 25th)

- a) When the U.S. President or Oregon Governor establishes a new annually-reoccurring holiday or issues a declaration or executive order directing a one-time

federal or state office closure for purposes of observing a day of nationwide or statewide celebration or homage- for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event– such a day will be a paid holiday for City employees subject to this bargaining agreement; and

- b) A presidential declaration or executive order for a specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a Holiday shall fall on Sunday, the succeeding Monday shall be observed as the Holiday. Whenever a Holiday shall fall on Saturday, the preceding Friday shall be observed as the Holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a Holiday occurs, payment to the employee for that day shall be accounted for as holiday pay, not as pay for hours of the authorized leave.

Section 2: Holiday Pay- Regular employees shall receive eight (8) hours of pay for each of the Holidays listed above on which they perform no work.

ARTICLE VI- VACATIONS

Section 1: Eligibility-

<u>Years of Service</u>	<u>Accrued Vacation Per Pay Period</u>
<4	5 hours per pay period
>4<9	6 hours per pay period
>9<14	7 hours per pay period
>14<19	8 hours per pay period
>19	10 hours per pay period

Section 2: Continuous Service- Continuous service for the purpose of accumulating vacation leave shall be based on **the employee's last date of hire**. Time spent by the employee on authorized paid leaves shall be included as continuous service. Vacation leave shall not accrue during **any** leave of absence without pay **during a pay period**. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such absences or layoff shall be entitled to credit for service prior to the leave or layoff.

Section 3: Accrual Limitations- An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days.

Section 3.1: Use of Vacation Time During First Six (6) Months- To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After six (6) months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: New hire is granted 60 hours of vacation at time of hire. They accrue five (5) hours of vacation per month. During month two (2) they use all 60 hours of vacation and resigns after four (4) months on the job. The City would deduct 20 hours from the employee's final pay check because only four (4) months of vacation accrual has been earned at the time of the employee's resignation.

Section 4: Scheduling- Vacation leave shall be scheduled by the City based on the head of the department's judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation leave taken shall not be in excess of that actually accrued at the time it is taken. Vacation leave shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise their right of seniority only once annually. Employees shall exercise their choice by bidding in seniority. The list shall be closed as of December 31, and subsequent changes shall be made only by mutual consent of the parties.

Section 5: Payment on Termination- In the event of the death or termination of an employee during the initial six (6) months of their employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for six (6) months, the employee shall be entitled to payment for accrued, but unpaid, vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

Section 6: Optional Vacation Payout- After two (2) continuous years of service with the City, employees may elect to be paid cash for up to 40 hours of annual accrued vacation on the first paycheck in April each year. To be eligible for a payout of vacation hours under this provision, employees must retain a minimum leave balance of 100 hours after the vacation payout is granted (*sick and/or vacation hours combined must equal 100 hours*). Employees who do not meet the minimum service or minimum hour requirements are not eligible for payout of vacation under this provision.

ARTICLE VII- HOURS OF WORK AND OVERTIME

This Article is intended to be construed only as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 1: Hours of Work- To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular work shift, and five (5) consecutive days of regular shifts, normally beginning Monday and terminating Friday, shall constitute a week's work. However, an employee may be scheduled by the City for a workweek other than Monday through Friday, which shall become their regular workweek. With a department head's approval, an alternate 40 hour per week work schedule can be established such as four (4) workdays of ten (10) hours. The City Manager and Department heads have discretion to end such approval with thirty (30) calendar days' notice to the employee.

Section 2: Work Schedules- All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Supervisors shall establish a regular method to communicate schedules or schedule changes in advance to employees. This section does not prevent an agreement between an employee and supervisor to a schedule with a different starting and ending time on different days of the week or month. The City Manager and Department heads have discretion to end such approval.

Section 3: Rest Periods- A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

Section 4: Meal Periods- To the extent consistent with operating requirements of the respective departments, an uninterrupted, unpaid one-half (1/2) hour meal period shall be scheduled in the middle of the work shift.

Section 5: Overtime Rates- An employee shall be compensated at the rate of time and one-half (1-1/2) times the regular rate of pay for all work performed in excess of 40 hours in a workweek. For the purposes of this paragraph, holiday hours, vacation hours and sick leave hours shall count as work performed.

Section 6: Compensatory Time- Overtime may be paid in the form of compensatory time off at the applicable rate, subject to the approval of the Department Head or designated supervisor. All overtime shall be recorded by the employee and must be approved by the Department Head or designated supervisor in advance. The employee must designate whether they desire pay or compensatory time off on the time sheet reporting the overtime worked. Accrued compensatory time shall not exceed forty (40) hours at any time. Any time in excess of forty (40) hours shall be compensated as pay.

Section 7: Emergency Call Back- When employees are required to report for work outside of the normally scheduled work shift, without 48 hours prior notice, they shall be paid at the overtime rate for all such work and be guaranteed a minimum of two (2) hours pay. Round trip mileage reimbursement will be paid at the current IRS rate for each call back, unless a City vehicle is provided.

Section 8: Flex Time Language- With their supervisor's approval, an employee may "flex" their work schedule to accommodate personal appointments or need for time off during the work week as long as the required number of hours for the work week are attained, and no overtime is accrued as a result of flexing the work schedule.

Example: Employee A normally works 8:30 AM–5PM Monday-Friday. On Monday, Employee A requests to leave work at 4PM to watch their child compete in a sporting event. Employee A and their supervisor agree that they will come in to work ½ hour early on Tuesday and Wednesday to make up for leaving early on Monday. Employee A receives pay for 40 hours of work that week and no overtime was accrued.

Section 8.1: Telework- When mutually beneficial, employees within the bargaining unit may be eligible for telework arrangements. Telework arrangements must be documented in writing in a form prescribed by the City, signed by the employee and the City and on-file in the City's HR Department. They must specify the duration of the telework period, performance expectations for work being performed at an alternate work location and any other limitations or restrictions.

ARTICLE VIII- SICK LEAVE

Section 1: Purpose- Sick leave is provided for the sole purpose of providing financial security to employees and their families. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ashland.

Section 2: Accumulation- New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. **Sick leave shall not accrue during any leave of absence without pay during a pay period to the extent that the City remains in compliance with Oregon Sick Leave laws.** Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 3: Utilization- Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify the department head or other supervisor of absence due to illness or injury, and the nature and expected length thereof, as soon as possible prior to the beginning of the scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences of over two (2) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick

leave for less than three (3) days if the employee has been advised in advance of such requirement.

The parties agree that when an employee must be away from the job because of illness in the immediate family, such time off may be granted by the department head on a day to day basis, and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated vacation. Employees must keep their department head informed as to their status to qualify under this provision. **Sick leave taken shall not be in excess of that actually accrued at the time it is taken.**

Section 4: Integration with Worker's Compensation- When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay. In such instances, no charges will be made against accrued sick leave for the first thirty (30) calendar days.

Section 5: Sick Leave Without Pay- Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

Section 6: Termination- Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon their death or termination of employment, for whatever reason.

Section 7: Payment for Unused Sick Leave- All employees within the bargaining unit may elect to receive 1/3 of their unused annual sick leave accrual, maximum of 32 hours, as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year regardless of their cumulative sick leave balance may elect to receive the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Employees who use more than 40 hours of sick leave in a calendar year and whose sick leave balance will drop below 100 hours after sick leave cash payout may elect to receive a cash out calculated as follows:

((Annual sick leave accrual minus sick leave hours used by employee) plus sick leave used by employee up to protected sick leave) multiplied by 1/3 equals balance that may be cashed out.

Examples of how the payment for unused sick leave will be calculated hereafter, as required by the passage of Oregon Sick Leave law:

New Calculations of Annual Accrual, As Changed by Oregon Sick Leave Law:	96	96	96	96
Sick leave hours <u>used</u> by employee if during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used <u>up to 40/year</u> are added back for the purpose of calculating the sick leave incentive:	$96-100 = -4 + 40 = 36/3 = 12$	$96-30 = 66 + 30 = 96/3 = 32$	$96-10 = 86 + 10 = 96/3 = 32$	$96-152 = -56 + 40 = -16/3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

Examples of how the payment for unused sick leave was calculated prior to the passage of Oregon Sick Leave law:

Original Calculations of Annual Accrual, Prior to Oregon Sick Leave Law:	96	96	96	96
Sick leave hours <u>used</u> by employee during the year:	100	30	10	152
All employees are NOT entitled to use up to 40 hours without impacting their sick leave incentive.	N/A	N/A	N/A	N/A
Hours used <u>up to 40/year</u> are NOT added back for the purpose of calculating the sick leave incentive:	$96-100 = -4$ $-4/3 = -1.3$	$96-30 = 66$ $96/3 = 22$	$96-10 = 86$ $86/3 = 28.67$	$96-152 = -56$ $-56/3 = -18.67$
Balance that can be cashed out (Max 32):	0	22	28.67	0

Section 8: Purposes for Sick Leave- Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employees was or is in a relationship of in loco parentis, any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.

- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

ARTICLE IX- OTHER LEAVES OF ABSENCE

Section 1: Leaves of Absence Without Pay- In the City's sole discretion, leaves of absence without pay not to exceed 90 days may be granted upon establishment of reasonable justification and where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date, unless otherwise waived. The employee must utilize accrued vacation leave, sick leave and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated employee portion of the premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the paycheck for the next pay period or may be paid directly to the City.

Section 2: Jury Duty- Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received for such jury service, and upon being excused from jury service for any day an employee shall immediately contact their supervisor for assignment for the remainder of their regular work day.

Section 3: Appearances- Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority provided, however, that the regular pay for such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

Section 4: Required Court Appearances- Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5: Military Leave- Military leave shall be granted in accordance with ORS 408.290.

Section 6: Union Business- Employees elected or appointed to any legitimate full-time paid Union office which takes them from their employment with the City, shall, upon written request of the Union and the employee be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall, upon written request of the Union and the employees, be granted a leave of absence of up to thirty (30) days without pay.

Section 7: Educational Leave- After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the department head. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Their replacement shall be considered a temporary employee. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 8: Bereavement Leave- An employee may be granted up to five (5) days **(40 hours)** bereavement leave with regular pay in the event of death in the immediate family of the employee. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

For the purpose of this article, an employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step child, step parent, adopted child, grandparents, grandparents-in-law and domestic partners.

Section 9: Failure to Return From Leave- Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and their position shall be deemed vacated; except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reason beyond their control.

Section 10: Personal Days- Regular employees shall receive three (3) personal days (24 hours) each July. No cash payment will be made for personal days and they can only be taken as time off during the fiscal year in which they are granted. Personal days must be used by June 30 of each year, or they will be

forfeited. In the event of termination, resignation, or retirement, no cash payment will be made for Personal Days.

ARTICLE X- COMPENSATION

Section 1: Wage Schedule- During the three (3) year period of this agreement, the wage increases shall be:

July 1, 2025- Wage adjustment per the City's Comp and Class Study where employees will be placed in the new salary schedule in the step closest to their current salary without a decrease. All employees whose placement into the new salary schedule results in an increase of less than 2.5 % as of June 30, 2025, will be moved up one additional step automatically. All current employees' anniversary dates, for reasons specific to the salary schedule, will be adjusted to July 1, 2025.

July 1, 2026- 2% increase

July 1, 2027- 2% increase

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the wage schedule is established, the City shall designate a job classification and wage rate for the position and notify the Union. If the Union does not agree that the classification or wage rate is proper, the Union may submit the issue as a grievance according to the grievance procedure.

Section 2: Overtime- The City will attempt to assign all overtime by seniority on a rotational basis. Seniority shall be determined by Article XIII of this agreement. Employees refusing to work or not available for such overtime may be passed over without consideration for make-up as head of the list assignment of future overtime work. Employees shall be compensated at the rate of time and one-half (1½) the regular rate of pay for all work performed in excess of 40 hours in a workweek, but in no event shall such compensation be received twice for the same hours. All overtime shall be recorded by the employee and must be approved by the department head or supervisor.

Scheduled overtime, time annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift, shall be considered overtime and shall not be considered call-back time.

Section 3: Call-back Time- Employees called back to work, with more than 48 hours prior notice, shall receive overtime pay with a guaranteed minimum of one (1) hour at time and one-half (1-1/2) for the work for which they are called back. More than one call-back is permissible within the one (1) hour period. Employees required to work over the initial call-back period, where more than one call-back is handled, will be paid at the overtime rate to the nearest one-half (1/2) hour. Round trip mileage

reimbursement will be paid at the current IRS rate for each call back, unless a City vehicle is provided.

- a. Employees called for duty four (4) hours or more before the beginning of their regular work day shall be paid at the regular overtime rate from the time they are called until relieved. If such an employee has worked a minimum of four (4) hours and has had less than four (4) hours rest after they were relieved, they shall receive the regular overtime rate of time and one-half (1-1/2) for all hours worked during their normal work day.

Employees shall not be required to take time off during any regular working day for the overtime worked or to be worked.

- b. Employees called for duty less than four (4) hours before the beginning of their regular work day shall be paid at the established overtime rate from the time they are called until the beginning of their regular work day. Regular working hours following shall be at the straight time rate.

Section 4: Pay Periods- Employees shall be paid every other Friday. Pay periods shall be for fourteen (14) days beginning at 12:01 a.m. on Saturday, and ending on the 14th day (Friday) at 12:00 midnight. Pay days shall be on the Friday following the close of each pay period.

Section 5: Mileage- An employee required to report for special duty or assignment at any location other than their permanent reporting location and who is required to use their personal automobile for transportation to such location, shall be compensated at the standard mileage reimbursement rate established annually by the IRS per mile for the use of such automobile directly in the line of duty.

Section 6: Special Project Assignments- Employees assigned to established special projects, for extended periods of time, which require substantially increased responsibilities and duties, compared to their normal assignment and job description, shall receive additional compensation. Prior to beginning the assignment the employee and their supervisor shall discuss the matter of additional compensation.

ARTICLE XI- DISCIPLINE AND DISCHARGE

Section 1: Discipline- No regular employee who has successfully completed probation as defined in Article XIII may be disciplined except for just cause. Disciplinary action may be imposed upon any employee for failing to fulfill their responsibilities as an employee. Conduct reflecting discredit upon the City or Department, or which is a direct hindrance to the effective performance of City functions, shall be considered just cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful violation of department rules or for activities forbidden by State law.

Section 2- Discipline for just cause may include the following:

1. Oral reprimand
2. Written reprimand
3. Demotion
4. Suspension
5. Discharge or dismissal

In recognition that regular communications of expectations and of instruction of how to perform duties are essential and valuable to successful performance, coachings and oral warnings will not be viewed as discipline and are not grievable. Any records of same shall not be placed in an employee's personnel file.

Section 3- An employee may be suspended from employment, with pay, while charges against the employee are investigated.

Section 4- Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the regular grievance procedure. If a department head or other supervisor has reason to discipline an employee they shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or in public.

Section 5- This Article shall not apply to any employee on probation as defined in Article XIII.

ARTICLE XII- SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure- Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I- The affected employee shall take up the grievance or dispute with the employee's supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. The supervisor shall then attempt to adjust the matter within three (3) working days.

STEP II- If the grievance has not been settled between the affected employee and the supervisor, it may be presented in writing by the Union to the Department Head within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The appropriate Department Head shall respond to the Union representative in writing within five (5) working days after receipt thereof.

STEP III- If the grievance still remains unadjusted, it may be presented by the Union to the City Manager of the City or their designee(s), within seven (7) days

after the response specified in Step II is due. The City Manager or their designee(s), shall respond in writing to the Union within five (5) working days.

STEP IV- If the grievance is still unsettled, either party may, within ten (10) days of the decision of the City Manager or their designee(s) under Step III have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the American Arbitration Association or other mutually agreed organization shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one and the process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a pre-hearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to them. Their decision shall be based solely upon their interpretation of the meaning and application of the express language of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance shall be deemed granted.

Section 2: Stewards- The Union may select an employee who shall be known as the steward. The name of the employee selected as steward, and the names of local Union representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of a steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 hereof, shall not interfere with this employee's or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations. A preliminary investigation of an issue that could lead to a grievance can occur during work hours as long as it can be completed in a reasonable amount of time and a supervisor, Department Head or Human Resources has been informally notified prior to the Steward assisting in the investigation.

ARTICLE XIII- SENIORITY

Section 1: Seniority- Seniority shall be a full-time employee's length of continuous service with the bargaining unit, dating from their last date of hire, and shall apply by job classification within their department in the matter of layoff, recall and vacation. Seniority for regular part-time employees shall be accrued based on their equivalent number of hours worked rather than on calendar months or years (for example, a regular part-time employee who started work on January 2nd and worked exactly 30 hours every week, would have nine months seniority as of the next January 2nd).

In the event of layoff, such employee may exercise their seniority in a lower job classification within the department provided that employee is qualified by prior training or experience to do the work of the lower job classification.

Recall from layoff shall be in the reverse order of seniority. The City reserves the right to lay off out of the order of seniority if in the City's judgment, retention of special job skills is required. Seniority shall continue to accrue during, 1) authorized sick leave or disability leave up to ninety (90) calendar days; 2) vacation leave; 3) authorized compensatory time off; 4) educational leave required by the City; 5) funeral leave; 6) jury duty; and 7) promotion to a supervisory position outside of the bargaining unit for two (2) years.

Section 2: Suspension of Seniority- Seniority shall be retained, but shall not continue to accrue during 1) authorized sick leave or disability leave in excess of ninety (90) calendar days; 2) educational leave requested by the employee; 3) military leave; or 4) other authorized leaves of absence up to ninety (90) calendar days.

Section 3: Termination of Seniority- Seniority and the employment relationship shall be broken or terminated if an employee 1) quits; 2) is discharged for just cause; 3) is absent from work for three (3) consecutive working days without notification to the City; 4) is laid off and fails to report to work within three (3) days after being recalled, 5) is laid off from work for any reason for twenty-four (24) months, or for a period of time equal to their seniority, whichever is shorter; 6) fails to report for work at the termination of a leave of absence; 7) if, while on a leave of absence for personal health reasons, accepts other employment without permission; or 8) if they are retired.

Section 4: Probationary Period- The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a **continuous** probationary period of twelve (12) full months **of work performed** after which they shall be considered a regular employee and granted seniority to the last date of hire. **The city may extend probation for an additional six (6) months.** The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees,

including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, and the assignment to educational courses and training programs, the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off. Termination of a probationary employee shall not be subject to the grievance procedure under Article XII.

Section 5: Promotional Probationary Period- Regular employees promoted into a higher classification shall serve a **continuous** promotional probationary period of **twelve (12) full months of work performed**. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to the highest previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XII.

Section 6: Layoff and Recall- Recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at their last known address furnished to the City by the employee. Laid off employees are solely responsible to assure that the City has their current mailing addresses. The City may use any other means to return an employee sooner.

Section 7: Training Opportunities- In order to encourage advancement within City employment, employees and their supervisors are encouraged during the evaluation process to discuss training opportunities available to the employee to update skills or develop additional skills to qualify for promotion.

Section 8: Job Announcements- The City agrees to electronically post announcements of vacancies in positions within this bargaining unit on the City's website for a minimum of five (5) working days prior to the final filing date for the position. Employees are encouraged to sign up at the City of Ashland website to receive job posting alerts emailed to them.

Section 9: Regular Employee- A regular full-time employee is one hired for an indefinite tenure, not limited at time of hire by a stated term or for a specific project.

Section 10: Part-Time Employee- A regular part-time employee is one whose regular workweek is twenty (20) hours or more, not limited at time of hire by a stated term or for a specific project. Regular part-time employees' cumulative work hours shall not exceed thirty (30) hours per week, except relief for a regular full-time employee who is expected to return (i.e., vacation, sick leave, etc.) or unless hours are extended by mutual agreement.

Section 11: Regular Part-Time Employee Benefits- Regular part-time employees shall accrue and be allowed vacation and sick leave with pay on a pro-rated schedule based on their hours worked using the hourly equivalent accrual rate for full-time employees. Holiday pay will also be pro-rated for regular part-time employees and may be substituted for other leaves subject to the holiday bank provisions in Article V,

Section 3. Regular part-time employees will be eligible for employee-only health related insurances at the same cost-share arrangement as full-time employees. Regular part-time employees may elect to cover eligible dependents by paying 100% of the cost.

Section 12: Part-Time Employee Compensation and Probationary Period- Part-time employees in a classification covered by this Agreement shall be compensated in accordance with this Agreement.

Section 13: Longevity Pay- Upon five (5) years of a full-time regular employee anniversary date, they will receive a \$1000 annual bonus each year. Upon ten (10) years of a full-time regular employee anniversary date, they will receive a \$1250 annual bonus each year. Upon 15 year of a full-time regular employee anniversary date, they will receive a \$1500 annual bonus each year. Anniversary bonuses to be distributed on the first pay check in December.

ARTICLE XIV- GENERAL PROVISIONS

Section 1: No Discrimination- The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, age, marital status, gender identity, sexual orientation, national origin or disability. The Union shall share equally with the City the responsibility for applying the provisions of this section. Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent them self in individual personal matters.

Section 2: Visits by Union Representatives- The City agrees that accredited representatives of the International Brotherhood of Electrical Workers, Local Union 659, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement, if they first obtain permission to do so from the City Manager or their designated representative.

Section 3: Solicitation- The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

Section 4: Existing Conditions- Only such existing and future working rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed any such modification shall be delivered in writing to the Union not less than a period of seven (7) consecutive days prior to implementation.

Section 5: Other Employment- Employees considering outside employment must apply to the City Manager or designee. Outside employment shall be permitted only with the express prior written approval of the City, which may at any time, upon reasonable grounds, revoke permission to hold such outside employment. Such written approval shall be documented in the employee's personnel file. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- 1) The need for mentally and physically alert City employees;
- 2) Insulating employees from potential conflict of interest situations;
- 3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Section 6: Supervisory Employees- It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or when the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased, or for purposes of instruction or training.

Section 7: Uniforms, Protective Clothing and Devices- If an employee is required to wear a uniform, protective clothing or use any type of protective device, such article shall be provided, maintained and cleaned by the City. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee. Lost articles or damage to articles due to negligence, shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI hereof.

Note: To the extent that the Internal Revenue Service and/or the Oregon Dept. of Revenue characterize reimbursements, allowances and the like by the City to employees for the purchase of clothing and footwear as taxable, the City must report the value thereof to taxing authorities.

ARTICLE XV- CLASSIFICATIONS- WORK RULES- SAFETY

Section 1: Classifications and Descriptions- The general classifications of labor which shall be recognized throughout this Agreement, shall be those set forth in "Appendix A".

Section 2: Safety Rules- The Federal regulations and the Safety Rules of the State shall be observed and copies shall be made available by the City and the Union. The rules provide the minimum standards of safety to be observed by the City and the employee.

ARTICLE XVI- HEALTH, WELFARE AND RETIREMENT

Section 1: Health and Welfare- The City and employees agree on the following cost-share arrangement for Health Benefits:

Beginning January 1, 2023 employees agree to pay 10% and the City will pay 90% on the base plan health care premiums CIS Copay H. There is a \$1500 deductible or a buy up plan with a \$500 deductible CIS Copay F with the difference being the responsibility of the employee. Willamette Dental with Ortho or Delta Dental III with Ortho.

The Employee Health Benefits Advisory Committee shall be repurposed as a Labor Management Committee, and shall include (1) representative of the IBEW Clerical/Technical Union. The Committee shall meet at least once per year for the purpose of discussing City wide issues including health insurance benefits along with other items.

Health benefits and other insurance will be provided to the IBEW Clerical/Technical Union represented employees under the same conditions and restrictions as provided to all other City employees. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments made by the carrier.

Section 2- The City agrees to continue providing the following additional fringe benefits:

- (a) Life Insurance- employee (\$20,000 with AD&D) and dependent coverage (\$1,000).
- (b) Long Term Disability Insurance- employee only.
- (c) City paid reimbursement for physical fitness as described in the City of Ashland Wellness Program.
- (d) Mercy Flights' **household membership** for **combined air and ground ambulance** transport.
- (e) Participation in an IRC §125 plan for pre-tax health insurance premium contributions and flexible spending account options for eligible health and dependent care expenses.

In the event that any of these programs change or are updated, the City agrees to provide the union written notice of the change with as much advance notice as possible, and an opportunity to negotiate the impact of the change.

Section 3: Retirement- The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in the bargaining unit. In accordance with statute, for qualified retiring PERS members, the City will report the sum of accrued but unused sick leave to PERS. The City will assume, pick-up and pay the employee contribution required by ORS 238A.330 for all employees covered by this Agreement at a uniform rate of six percent (6%). Employees may also elect to make additional employee contributions to their IAP account, in the amount equal to the amount credited to the employee pension

stability account, this additional contribution may not be paid by the City under ORS 238A.355.

Section 3.1 Sick Leave Payout Upon Retirement- Upon retirement, employees covered by this agreement shall receive a percentage of their unused sick leave balance to the employee's individual HRA/VEBA. Credit will be provided at the employee's wage rate at retirement in accordance with the following schedule:

UNUSED SICK LEAVE HOURS	PERCENTAGE OF CREDIT
100-399	30 %
400-599	40 %
600-960	50 %

Employees must provide to the City four (4) weeks advance notice of retirement unless extenuating circumstances prevent this notice.

No compensation for unused accrued sick leave shall be provided if employment with the City ends for any reason other than retirement.

Section 4: Deferred Compensation- The City agrees to contribute up to \$100.00 per month in matching funds per member enrolled in a City deferred compensation program.

Section 5: HRA-VEBA CONTRIBUTION- The City will contribute an amount equivalent to three-point five (3.5%) percent of salary into an HRA-VEBA for each member of the bargaining unit.

Section 6: P.E.R.S. Initial Six Month Waiting Period- If a member of the unit retires with 20 years of continuous service with the City and the employee has only one P.E.R.S. waiting period, the City shall fund the purchase of the P.E.R.S. initial six month waiting period upon retirement.

ARTICLE XVII- WORKER'S COMPENSATION

Section 1: Worker's Compensation- All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

Section 2: Supplementary Payment- Compensation paid by the City for a period of sick leave also covered by Worker's Compensation shall be equal to the difference between the Worker's Compensation pay for lost time and the employee's regular wage rate.

ARTICLE XVIII-LIABILITY INSURANCE

The City shall purchase liability insurance as permitted by ORS 30.282 for the

protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premium for such insurance shall be paid by the City.

ARTICLE XIX- SAVINGS CLAUSE AND FUNDING

Section 1: Savings Clause- Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such bargaining shall be conducted according to ORS 243.698.

Section 2: Funding- The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are, therefore, contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request or voter approval thereof.

ARTICLE XX- TERMINATION & REOPENING

This Agreement shall be effective retro to the 1st day of July, 202~~5~~ and shall remain in full force and effect until the 30th day of June, 202~~8~~ and shall terminate all prior Agreements and practices and concludes all collective bargaining during the term of this Agreement.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event that such notice is given, negotiations shall begin not later than sixty (60) days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

APPENDIX “A”

Senior **PW** Project Manager

PW Project Manager

Associate Engineer (**EIT**)

Building Inspector I, II, & III

GIS Analyst

Asset Management / CMMS Analyst

Associate Planner

Conservation Specialist

Climate & Energy Analyst

Procurement Specialist

Assistant Planner

Engineering Technician

Utility Billing Assistant

Fiber Network Customer Representative

Customer Service Assistant- Utility

GIS Technician

User Support Technician

Customer Service **Assistant- IT**

Senior **Customer Service Assistant- Utility**

Code Compliance Specialist

Senior Police Records **Associate**

Lead Court Service **Specialist**

Permit Technician I & II

Police Records **Associate**

Court Services **Assistant**

Investigations Specialist

Financial Clerk

Administrative Associate

Information Analyst

Accounts Payable Assistant

Financial Assistant

Payroll Specialist

APPENDIX “B”- CLERICAL/TECHNICAL WAGE SCHEDULE

	7/1/2025
Classifications:	
Administrative Assistant Financial Clerk Police Records Associate Grade 300	
Step 1	\$24.5000
Step 2	\$25.2300
Step 3	\$25.9900
Step 4	\$26.7700
Step 5	\$27.5800
Step 6	\$28.4100
Step 7	\$29.2600
Step 8	\$30.1400
Court Services Assistant Customer Service Assistant- IT Customer Service Assistant- Utility Permit Technician I Senior Police Records Associate Grade 305	
Step 1	\$26.4600
Step 2	\$27.2500
Step 3	\$28.0700
Step 4	\$28.9200
Step 5	\$29.7800
Step 6	\$30.6700
Step 7	\$31.5900
Step 8	\$32.5400
Accounts Payable Assistant Code Compliance Specialist Fiber Network Customer Representative Financial Assistant GIS Technician Investigations Specialist Payroll Specialist Permit Technician II Senior Customer Service Assistant- Utility User Support Technician Utility Billing Assistant Grade 310	
Step 1	\$29.1100
Step 2	\$29.9800
Step 3	\$30.8800
Step 4	\$31.8100
Step 5	\$32.7600
Step 6	\$33.7400
Step 7	\$34.7500
Step 8	\$35.7900

	7/1/2025
Classifications:	
Assistant Planner Building Inspector I Engineering Technician Lead Court Services Specialist Grade 315	
Step 1	\$31.4400
Step 2	\$32.3800
Step 3	\$33.3500
Step 4	\$34.3500
Step 5	\$35.3800
Step 6	\$36.4400
Step 7	\$37.5300
Step 8	\$38.6600
Asset Management/CMMS Analyst Climate & Energy Analyst Conservation Specialist Procurement Specialist Grade 320	
Step 1	\$33.9500
Step 2	\$34.9700
Step 3	\$36.0200
Step 4	\$37.1000
Step 5	\$38.2100
Step 6	\$39.3600
Step 7	\$40.5400
Step 8	\$41.7600
Associate Planner Building Inspector II GIS Analyst Information Analyst PW Project Manager Grade 325	
Step 1	\$36.6700
Step 2	\$37.7700
Step 3	\$38.9000
Step 4	\$40.0700
Step 5	\$41.2700
Step 6	\$42.5100
Step 7	\$43.7900
Step 8	\$45.1000

	7/1/2025
Classifications:	
Associate Engineer (EIT)	
Building Inspector III	
Grade 330	
Step 1	\$39.6000
Step 2	\$40.7900
Step 3	\$42.0100
Step 4	\$43.2700
Step 5	\$44.5700
Step 6	\$45.9100
Step 7	\$47.2900
Step 8	\$48.7100
Senior PW Project Manager	
Grade 335	
Step 1	\$42.7700
Step 2	\$44.0500
Step 3	\$45.3700
Step 4	\$46.7300
Step 5	\$48.1400
Step 6	\$49.5800
Step 7	\$51.0700
Step 8	\$52.6000

Appendix "C"- Certification and Continuing Education Incentive

Continuing education opportunities shall be made available to all employees represented by this contract, subject to operational needs and supervisory approval. Compensation for eligible continuing education shall be provided as follows:

- a. Level 1: Employees who completed between twelve (12) and twenty-three (23) hours of approved continuing education or training within the fiscal year shall receive a 2.5 % increase of the hourly base rate.
- b. Level 2: Employees who complete twenty-four (24) or more hours of approved continuing education or training within the fiscal year shall receive a 5.0 % increase of the hourly base rate.
- c. Certification pay is not to exceed 5.0 % per employee.

Section 1: Annual Cycle and Requirements-

- a. The continuing education year shall run from July 1 to June 30 of each fiscal year. All eligible training hours must be completed and documented by June 30 to qualify for incentive pay in the following fiscal year.
- b. Carryover of Hours: Continuing education hours may not be carried over from one fiscal year to the next, except as required for maintain State-issued certifications. In such cases, up to twenty (20) hours of CEU training required to maintain certification may be completed in a single year.
- c. Certification incentive pay in place as of June 30, 2025, shall remain in effect through the following year, contingent upon continued fulfillment of training requirements.
- d. To maintain eligibility for certification incentive pay, employees must meet the continuing education requirements annually by June 30 of each year for the duration of this Agreement.
- e. The employee is responsible for providing the appropriate documentation to management. Management has the discretion to require additional documentation or follow-up if what is provided does not meet sufficient standard of proof.

Section 2: Training Eligibility Approval-

a. Eligible continuing education and training shall be subject to the approval of the employee's Division Supervisor and must be directly relevant to the duties of the employee's current position and beneficial to the City.

b. Division Supervisors and employees are jointly responsible for maintaining accurate records of completed training and continuing education hours. All documentation must be submitted to Human Resources and Payroll no later than June 30 of each year.

Section 3: Reinstatement of Certification Pay- Employees who do not meet the required hours by June 30 are ineligible for incentive pay for next twelve (12) months.

CITY OF ASHLAND, OREGON

By: _____
Sabrina Cotta, City Manager

Date: _____

APPROVED: Ashland City Council

By: _____

Date: _____

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION #659

By: _____
Nick Carpenter, Business Manager

Date: _____

SCOPE OF COLLECTIVE BARGAINING

“Wages, hours of work, and working conditions”

JUST CAUSE STANDARD FOR DISCIPLINE:

1. Forewarning of rule *and* consequences.
2. Reasonable rule.
3. Thorough investigation.
4. Fair and objective investigation.
5. Preponderance of evidence.
6. Consistent.
7. Punishment fits the offense.

WEINGARTEN RIGHT TO REPRESENTATION:

1. Investigatory interviews.
2. Employee reasonably believes discipline may result.
3. Employee must request representation.
4. Employer may:
 - a) grant request
 - b) discontinue interview
 - c) offer employee choice of
 - 1) interview without representation *or*
 - 2) no interview
5. 24-hour advance notice of subject of interview and 24 hours to confer with the Union.

PAST PRACTICE:

Must be:

1. Clear and
2. Consistently followed and
3. Followed over a reasonably long period of time agreed to by both parties
4. Shown by the record to be mutually accepted by the parties.

Used to:

- a) interpret ambiguous contract language;
- b) establish wages, hours of work or working conditions not in the contract

Clear contract language always takes precedence over past practice (with advance notification).

AGREEMENT
BETWEEN
THE CITY OF ASHLAND, OREGON

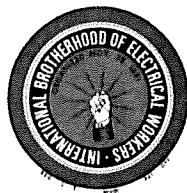
CITY OF
ASHLAND



CLERICAL/TECHNICAL

AND

LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



EFFECTIVE

JULY 1, 2022–JUNE 30, 2025

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AGREEMENT BETWEEN
THE CITY OF ASHLAND, OREGON
(CLERICAL/TECHNICAL)

and

LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE

This Agreement made and entered into by the City of Ashland, Oregon, hereinafter referred to as the "City" and Local Union No. 659 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union". Unless indicated otherwise, references to the "City" herein shall include the **City's elected officials, the City Manager** or their designees(s) as the officials directly responsible for the operation of the departments covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

ARTICLE I- SCOPE AND RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

This agreement shall apply to all employees of the Technical/Clerical Bargaining Unit of Ashland, Oregon, as set forth in "Appendix A" but excluding confidential, supervisory, and temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIII hereof.

The parties agree as follows:

ARTICLE II- UNION SECURITY AND CHECK-OFF

Section 1: Union Security- Any employee covered by this Agreement may, at any time after hiring or transfer into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a check-off authorization form, authorizing the City to deduct from **their** wages, and to remit to the Union, the

normal and usual **membership** dues required by the Union's Constitution and Bylaws. In addition, any employee who chooses not to join the Union may **voluntarily** tender a fee to the Union and, by voluntarily signing a check-off authorization form, may authorize the City to deduct and remit to the Union an amount in fees established by the Union, not to exceed the amount of monthly dues and fees required of "BA" class Union members. **The Union shall be the sole custodian of the authorization forms.**

Each month, the Union shall provide the City a list identifying the employees who have provided authorization for the City to make deductions from the employee's wages to pay dues, fees and any other authorized deductions to the Union. The city shall rely on the list alone to deduct and forward payment to the Union.

It is agreed there shall be no discrimination **by the City or the Union** in favor of or against, any employee of the City on account of membership in the Union or failure or refusal to join the Union. Nor shall the City interfere in any way with the decision of any employee to join or not to join the Union.

Section 2: Check-Off- The City will, during the term of this Agreement, honor written individual check-off requests of regular employees in the Classifications covered by this Agreement, until such check-off request is revoked by written notice **delivered to** the Union by registered mail. Such check-off request shall authorize the **Union to direct** the City to deduct current membership dues or fees. The City will in turn remit the dues or fees, so deducted, to the Union.

The Financial Secretary of the Union will keep the City currently advised of the monthly dues and/or fee to be deducted from the wages of each employee who has filed a written individual check-off request with the Union.

Section 3: Job Posting- The City will post all job openings on **the City's** website so the Union can remain informed whenever a bargaining unit job is posted. Such posting shall include a statement that clearly indicates that the posted job is represented by IBEW Local Union 659 with a link to the Collective Bargaining Agreement on the City's website. The City will also, whenever a bargaining unit job is awarded, provide to the Local Union; the name, contact information, pay rate, classification, hire date and date of new hire orientation of the person awarded the position.

Section 4: New Employee Greeting- On the date of hire or shortly thereafter, the City will allow the Local Shop Steward and the Union Representative to meet each new employee on City premises and discuss the Union and its role. This meeting shall take place during work hours and be limited to no more than sixty (60) minutes. It will be the responsibility of the Local Shop Steward to arrange meetings with new employees.

Section 5: Consistent Representation- In the interest of maintaining fairness and consistency in representing the entire bargaining unit, **employees have the right to have** an authorized Union Representative present during the time of any adjustment for all matters regarding interpretation of the collective bargaining agreement, at any time a bargaining unit employee requests to be made whole of any perceived shortage due **them** as it relates to wages, hours and working conditions and/or in matters of disciplinary action.

Section 6: Reversal of Decision- In regards to the ending of fair share agreements required by *Janus v. AFSCME*, should the law regarding such contributions change, the City agrees that it will, upon written request from the Union, meet with the Union within 30 days after receipt to negotiate any appropriate changes. Such provisions, when negotiated, if otherwise legal, shall become effective on a date agreed upon by the parties but in no event shall be retroactive beyond such date.

Section 7: Indemnification- The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III- MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City.

It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City **Manager** and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of service.
3. To schedule employees' hours of work and direct the performance of their duties.
4. **To train employees.**
5. To discipline or discharge for just cause.
6. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
7. To maintain the efficiency of governmental operations.
8. To determine the methods, means and personnel by which government operations are to be conducted.

9. To determine the content of job classifications, **determine the minimum qualifications for all jobs and determine the criteria for performance evaluations.**
10. To take all necessary action to carry out its mission in emergencies.
11. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV- STRIKE AND LOCKOUT PROHIBITION

Section 1- The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City unless such is sanctioned by the Southern Oregon Central Labor Council.

Section 2- In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct; the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 3- There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE V- HOLIDAYS

Section 1: Recognized Holidays- The following shall be recognized as Holidays:

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

- a) When the U.S. President or Oregon Governor establishes a new annually-reoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for purposes of observing a day of nationwide or statewide celebration or homage- for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event- such a day will be a paid holiday for City employees subject to this bargaining agreement; and
- b) A presidential declaration or executive order for a specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a Holiday shall fall on Sunday, the succeeding Monday shall be observed as the Holiday. Whenever a Holiday shall fall on Saturday, the preceding Friday shall be observed as the Holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a Holiday occurs, **payment to the employee for that day shall be accounted for as holiday pay, not as pay for hours of the authorized leave.**

Section 2: Holiday Pay- Regular employees shall receive eight (8) hours of pay in a holiday bank for each of the Holidays listed above on which they perform no work. In order to use banked holiday hours when no work is performed, an employee must work on **their** last scheduled work day immediately prior to a Holiday, and on **their** first scheduled work day immediately following the Holiday, unless prior approval is granted, as in the case of illness or if the Holiday falls within a vacation period.

ARTICLE VI- VACATIONS

Section 1: Eligibility-

<u>Years of Service</u>	<u>Accrued Vacation Per Pay Period</u>
<4	5 hours per pay period
>4<9	6 hours per pay period
>9<14	7 hours per pay period
>14<19	8 hours per pay period
>19	10 hours per pay period

Section 2: Continuous Service- Continuous service for the purpose of accumulating vacation leave shall be based on regular hours paid to the employee. Time spent by the employee on authorized paid leaves shall be included as continuous service. Vacation leave shall not accrue during a leave of absence

without pay. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such absences or layoff shall be entitled to credit for service prior to the leave or layoff.

Section 3: Accrual Limitations- An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days.

Section 3.1: Use of Vacation Time During First Six (6) Months- To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After six (6) months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: New hire is granted 60 hours of vacation at time of hire. They accrue five (5) hours of vacation per month. During month two (2) they use all 60 hours of vacation and resigns after four (4) months on the job. The City would deduct 20 hours from the employee's final pay check because only four (4) months of vacation accrual has been earned at the time of the employee's resignation.

Section 4: Scheduling- Vacation leave shall be scheduled by the City based on the head of the department's judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation leave taken shall not be in excess of that actually accrued at the time it is taken. Vacation leave shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise their right of seniority only once annually. Employees shall exercise their choice by bidding in seniority. The list shall be closed as of December 31, and subsequent changes shall be made only by mutual consent of the parties.

Section 5: Payment on Termination- In the event of the death or termination of an employee during the initial six (6) months of **their** employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for six (6) months, the employee shall be entitled to payment for accrued, but unpaid, vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

Section 6: Optional Vacation Payout- After two (2) continuous years of service with the City, employees may elect to be paid cash for up to 40 hours of annual accrued vacation on the first paycheck in April each year. To be eligible for a payout of vacation hours under this provision, employees must retain a minimum leave balance of 100 hours after the vacation payout is granted (*sick and/or vacation hours combined must equal 100 hours*). Employees who do not meet the minimum service or minimum hour requirements are not eligible for payout of vacation under this provision.

ARTICLE VII- HOURS OF WORK AND OVERTIME

This Article is intended to be construed only as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 1: Hours of Work- To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular work **shift**, and five (5) consecutive days **of regular shifts**, normally beginning Monday and terminating Friday, shall constitute a week's work. However, an employee may be scheduled by the City for a workweek other than Monday through Friday, which shall become **their** regular workweek. **With a department head's approval**, an alternate 40 hour per week work schedule can be established such as four (4) workdays of ten (10) hours. **The City Manager and Department heads have discretion to end such approval with thirty (30) calendar days' notice to the employee.**

Section 2: Work Schedules- All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. **Supervisors shall establish a regular method to communicate schedules or schedule changes in advance to employees.** This section does not prevent an agreement between an employee and supervisor to a schedule with a different starting and ending time on different days of the week or month. **The City Manager and Department heads have discretion to end such approval.**

Section 3: Rest Periods- A **paid** rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

Section 4: Meal Periods- To the extent consistent with operating requirements of the respective departments, **an uninterrupted, unpaid** one-half (1/2) hour meal period shall be scheduled in the middle of the work shift.

Section 5: Overtime Rates- An employee shall be compensated at the rate of time and one-half (1-1/2) times the regular rate of pay for all work performed in excess of 40 hours in a workweek. For the purposes of this paragraph, holiday hours, vacation hours and sick leave hours shall count as work performed.

Section 6: Compensatory Time- Overtime may be paid in the form of compensatory time off at the applicable rate, subject to the approval of the Department Head or designated supervisor. All overtime shall be recorded by the employee and must be approved by the Department Head or designated supervisor in advance. The employee must designate whether **they** desire pay or compensatory time off on the time sheet reporting the overtime worked. Accrued compensatory time shall not exceed forty (40) hours at any time. Any time in excess of forty (40) hours shall be compensated as pay.

Section 7: Emergency Call Back- When employees are required to report for work outside of the normally scheduled work shift, without 48 hours prior notice, they shall **be paid at the overtime rate** for all such work and be guaranteed a minimum of two (2) hours pay. Round trip mileage reimbursement will be paid at the current IRS rate for each call back, unless a City vehicle is provided.

Section 8: Flex Time Language- **With their supervisor's approval**, an employee may "flex" **their** work schedule to accommodate personal appointments or need for time off during the work week as long as the required number of hours for the work week are attained, and no overtime is accrued as a result of flexing the work schedule.

Example: Employee A normally works 8:30 AM–5PM Monday-Friday. On Monday, Employee A requests to leave work at 4PM to watch **their** child compete in a sporting event. Employee A and **their** supervisor agree that **they** will come in to work ½ hour early on Tuesday and Wednesday to make up for leaving early on Monday. Employee A receives pay for 40 hours of work that week and no overtime was accrued.

Section 8.1: Telework- When mutually beneficial, employees within the bargaining unit may be eligible for telework arrangements. **Telework arrangements must be documented in writing in a form prescribed by the City, signed by the employee and the City and on-file in the City's HR Department. They must specify the duration of the telework period, performance expectations for work being performed at an alternate work location and any other limitations or restrictions.**

ARTICLE VIII- SICK LEAVE

Section 1: Purpose- Sick leave is provided for the sole purpose of providing financial security to employees and their families. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ashland.

Section 2: Accumulation- **New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes**

stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 3: Utilization- Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify the department head or other supervisor of absence due to illness or injury, and the nature and expected length thereof, as soon as possible prior to the beginning of the scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences of over two (2) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement.

The parties agree that when an employee must be away from the job because of illness in the immediate family, such time off may be granted by the department head on a day to day basis, and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated vacation. Employees must keep their department head informed as to their status to qualify under this provision.

Section 4: Integration with Worker's Compensation- When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay. In such instances, no charges will be made against accrued sick leave for the first thirty (30) calendar days.

Section 5: Sick Leave Without Pay- Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

Section 6: Termination- Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon **their** death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of leave without pay.

Section 7: Payment for Unused Sick Leave- All employees within the bargaining unit may elect to receive 1/3 of their unused annual sick leave accrual, maximum of 32 hours, as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year regardless of their cumulative sick leave balance may elect to receive the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Employees who use more than 40 hours of sick leave in a calendar year and whose sick leave balance will drop below 100 hours after sick leave cash payout may elect to receive a cash out calculated as follows:

((Annual sick leave accrual minus sick leave hours used by employee) plus sick leave used by employee up to protected sick leave) multiplied by 1/3 equals balance that may be cashed out.

Examples of how the payment for unused sick leave will be calculated hereafter, as required by the passage of Oregon Sick Leave law:

New Calculations of Annual Accrual, As Changed by Oregon Sick Leave Law:	96	96	96	96
Sick leave hours <u>used</u> by employee if during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used <u>up to 40/year</u> are added back for the purpose of calculating the sick leave incentive:	$96-100 = -4 + 40 = 36/3 = 12$	$96-30 = 66 + 30 = 96/3 = 32$	$96-10 = 86 + 10 = 96/3 = 32$	$96-152 = -56 + 40 = -16/3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

Examples of how the payment for unused sick leave was calculated prior to the passage of Oregon Sick Leave law:

Original Calculations of Annual Accrual, Prior to Oregon Sick Leave Law:	96	96	96	96
Sick leave hours <u>used</u> by employee during the year:	100	30	10	152
All employees are NOT entitled to use up to 40 hours without impacting their sick leave incentive.	N/A	N/A	N/A	N/A
Hours used <u>up to 40/year</u> are NOT added back for the purpose of calculating the sick leave incentive:	$96-100 = -4$ $-4/3 = -1.3$	$96-30 = 66$ $96/3 = 22$	$96-10 = 86$ $86/3 = 28.67$	$96-152 = -56$ $-56/3 = -18.67$
Balance that can be cashed out (Max 32):	0	22	28.67	0

Section 8: Purposes for Sick Leave- Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employees was or is in a relationship of in loco parentis, any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

ARTICLE IX- OTHER LEAVES OF ABSENCE

Section 1: Leaves of Absence Without Pay- In the City's sole discretion, leaves of absence without pay not to exceed 90 days may be granted upon establishment of reasonable justification and where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date, unless otherwise waived. **The employee must utilize accrued vacation leave,**

sick leave and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated employee portion of the premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the paycheck for the next pay period or may be paid directly to the City.

Section 2: Jury Duty- Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received for such jury service, and upon being excused from jury service for any day an employee shall immediately contact **their** supervisor for assignment for the remainder of **their** regular work day.

Section 3: Appearances- Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority provided, however, that the regular pay for such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

Section 4: Required Court Appearances- Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5: Military Leave- Military leave shall be granted in accordance with ORS 408.290.

Section 6: Union Business- Employees elected or appointed to any legitimate full-time paid Union office which takes them from their employment with the City, shall, upon written request of the Union and the employee be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall, upon written request of the Union and the employees, be granted a leave of absence of up to thirty (30) days without pay.

Section 7: Educational Leave- After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading **their** professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the department head. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. **Their** replacement shall be considered a temporary employee. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences,

seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 8: Bereavement Leave- An employee may be granted up to five (5) days **bereavement** leave with regular pay in the event of death in the immediate family of the employee. The employee will be paid **their** regular hourly rate for any such days of excused absence which occur only during **their** assigned workweek.

For the purpose of this article, an employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step child, step parent, adopted child, grandparents, grandparents-in-law and domestic partners.

Section 9: Failure to Return From Leave- Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and **their** position shall be **deemed** vacated; except and unless the employee, prior to the expiration of **their** leave of absence, has furnished evidence that **they are** unable to work by reason of sickness, physical disability or other legitimate reason beyond **their** control.

ARTICLE X- COMPENSATION

Section 1: Wage Schedule- During the **three (3)** year period of this agreement, the wage increases shall be:

July 1, 2022- 4% increase

July 1, 2023- 4% increase

July 1, 2024- 3% increase

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the wage schedule is established, the City shall designate a job classification and wage rate for the position and notify the Union. If the Union does not agree that the classification or wage rate is proper, the Union may submit the issue as a grievance according to the grievance procedure.

Section 2: Overtime- The City will attempt to assign all overtime by seniority on a rotational basis. Seniority shall be determined by Article XIII of this agreement. Employees refusing to work or not available for such overtime may be passed over without consideration for make-up as head of the list assignment of future overtime work. Employees shall be compensated at the rate of time and one-half (1½) the regular rate of pay for all work performed in excess of 40 hours in a workweek, but in no event shall such compensation be received twice for the same hours. All

overtime shall be recorded by the employee and must be approved by the department head or supervisor.

Scheduled overtime, time annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift, shall be considered overtime and shall not be considered call-back time.

Section 3: Call-back Time- Employees called back to work, with more than 48 hours prior notice, shall receive overtime pay with a guaranteed minimum of one (1) hour at time and one-half (1-1/2) for the work for which they are called back. More than one call-back is permissible within the one (1) hour period. Employees required to work over the initial call-back period, where more than one call-back is handled, will be paid at the overtime rate to the nearest one-half (1/2) hour. Round trip mileage reimbursement will be paid at the current IRS rate for each call back, unless a City vehicle is provided.

- a. Employees called for duty four (4) hours or more before the beginning of their regular work day shall be paid at the regular overtime rate from the time they are called until relieved. If such an employee has worked a minimum of four (4) hours and has had less than four (4) hours rest after **they were** relieved, **they** shall receive the regular overtime rate of time and one-half (1-1/2) for all hours worked during **their** normal work day.

Employees shall not be required to take time off during any regular working day for the overtime worked or to be worked.

- b. Employees called for duty less than four (4) hours before the beginning of their regular work day shall be paid at the established overtime rate from the time they are called until the beginning of their regular work day. Regular working hours following shall be at the straight time rate.

Section 4: Pay Periods- Employees shall be paid every other Friday. Pay periods shall be for fourteen (14) days beginning at 12:01 a.m. on Saturday, and ending on the 14th day (Friday) at 12:00 midnight. Pay days shall be on the Friday following the close of each pay period.

Section 5: Mileage- An employee required to report for special duty or assignment at any location other than **their** permanent reporting location and who is required to use **their** personal automobile for transportation to such location, shall be compensated at the standard mileage reimbursement rate established annually by the IRS per mile for the use of such automobile directly in the line of duty.

Section 6: Special Project Assignments- Employees assigned to established special projects, for extended periods of time, which require substantially increased responsibilities and duties, compared to their normal assignment and job

description, shall receive additional compensation. Prior to beginning the assignment the employee and **their** supervisor shall discuss the matter of additional compensation.

Section 7: Certification Pay- Certification pay of five (5%) percent as follows:

- a. The parties above must mutually approve of the program leading to certification prior to the employee entering into the program.
- b. The employee must be working in the field of the certification and the program must relate to the employee's work.
- c. Certification pay will become effective with the first of the month following the employee's satisfactory completion of the program, i.e. evidence of satisfactory completion by the institution acceptable to the parties.
- d. Upon mutual agreement of the parties an equivalency must be considered for an approved program not available locally. Short term or inadequate programs will not be considered.

ARTICLE XI- DISCIPLINE AND DISCHARGE

Section 1: Discipline- No regular employee **who has successfully completed probation** as defined in Article XIII may be disciplined except for just cause. Disciplinary action may be imposed upon any employee for failing to fulfill **their** responsibilities as an employee. Conduct reflecting discredit upon the City or Department, or which is a direct hindrance to the effective performance of City functions, shall be considered just cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful violation of department rules or for activities forbidden by State law.

Section 2- Discipline for just cause may include the following:

1. Oral reprimand
2. Written reprimand
3. Demotion
4. Suspension
5. Discharge or dismissal

In recognition that regular communications of expectations and of instruction of how to perform duties are essential and valuable to successful performance, coachings and oral warnings will not be viewed as discipline and are not grievable. Any records of same shall not be placed in an employee's personnel file.

Section 3- An employee may be suspended from employment, with pay, while charges against the employee are investigated.

Section 4- Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the regular grievance procedure. If a department head or other supervisor has reason to discipline an employee **they** shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or in public.

Section 5- This Article shall not apply to any employee on probation as defined in Article XIII.

ARTICLE XII- SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure- Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I- The affected employee shall take up the grievance or dispute with the employee's supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. The supervisor shall then attempt to adjust the matter within three (3) working days.

STEP II- If the grievance has not been settled between the affected employee and the supervisor, it may be presented in writing by the Union to the Department Head within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The appropriate Department Head shall respond to the Union representative in writing within five (5) working days after receipt thereof.

STEP III- If the grievance still remains unadjusted, it may be presented by the Union to the City **Manager** of the City or **their** designee(s), within seven (7) days after the response specified in Step II is due. The City **Manager** or **their** designee(s), shall respond in writing to the Union within five (5) working days.

STEP IV- If the grievance is still unsettled, either party may, within ten (10) days of the decision of the City **Manager** or **their** designee(s) under Step III have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the American Arbitration Association or other mutually agreed organization shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one and the process shall be repeated and the remaining

person shall be the arbitrator. The City and the Union shall meet in a pre-hearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to **them**. **Their** decision shall be based solely upon **their** interpretation of the meaning and application of the express language of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance shall be deemed granted.

Section 2: Stewards- The Union may select an employee who shall be known as the steward. The name of the employee selected as steward, and the names of local Union representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of a steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 hereof, shall not interfere with this employee's or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations. A preliminary investigation of an issue that could lead to a grievance can occur during work hours as long as it can be completed in a reasonable amount of time and a supervisor, Department Head or Human Resources has been informally notified prior to the Steward assisting in the investigation.

ARTICLE XIII- SENIORITY

Section 1: Seniority- Seniority shall be a full-time employee's length of continuous service with the bargaining unit, dating from **their** last date of hire, and shall apply by job classification within **their** department in the matter of layoff, recall and vacation. Seniority for regular part-time employees shall be accrued based on their equivalent number of hours worked rather than on calendar months or years (for example, a regular part-time employee who started work on January 2nd and worked exactly 30 hours every week, would have nine months seniority as of the next January 2nd).

In the event of layoff, such employee may exercise **their** seniority in a lower job classification within the department provided that employee is qualified by prior training or experience to do the work of the lower job classification.

Recall from layoff shall be in the reverse order of seniority. The City reserves the right to lay off out of the order of seniority if in the City's judgment, retention of special job skills is required. Seniority shall continue to accrue during, 1) authorized sick leave or disability leave up to ninety (90) calendar days; 2) vacation leave; 3) authorized compensatory time off; 4) educational leave required by the City; 5) funeral leave; 6) jury duty; and 7) promotion to a supervisory position outside of the bargaining unit for two (2) years.

Section 2: Suspension of Seniority- Seniority shall be retained, but shall not continue to accrue during 1) authorized sick leave or disability leave in excess of ninety (90) calendar days; 2) educational leave requested by the employee; 3) military leave; or 4) other authorized leaves of absence up to ninety (90) calendar days.

Section 3: Termination of Seniority- Seniority and the employment relationship shall be broken or terminated if an employee 1) quits; 2) is discharged for just cause; 3) is absent from work for three (3) consecutive working days without notification to the City; 4) is laid off and fails to report to work within three (3) days after being recalled, 5) is laid off from work for any reason for twenty-four (24) months, or for a period of time equal to **their** seniority, whichever is shorter; 6) fails to report for work at the termination of a leave of absence; 7) if, while on a leave of absence for personal health reasons, accepts other employment without permission; or 8) if **they are** retired.

Section 4: Probationary Period- The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months after which they shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, and the assignment to educational courses and training programs, the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off. Termination of a probationary employee shall not be subject to the grievance procedure under Article XII.

Section 5: Promotional Probationary Period- Regular employees promoted into a higher classification shall serve a promotional probationary period of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to the highest previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XII.

Section 6: Layoff and Recall- Recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at **their** last known address furnished to the City by the employee. **Laid off employees are solely responsible to assure that the City has their current mailing addresses.** The City may use any other means to return an employee sooner.

Section 7: Training Opportunities- In order to encourage advancement within City employment, employees and their supervisors are encouraged during the evaluation process to discuss training opportunities available to the employee to update skills or develop additional skills to qualify for promotion.

Section 8: Job Announcements- The City agrees to **electronically** post announcements of vacancies in positions within this **bargaining unit on the City's website** for a minimum of five (5) working days prior to the final filing date for the position. **Employees are encouraged to sign up at the City of Ashland website to receive job posting alerts emailed to them.**

Section 9: Regular Employee- A regular full-time employee is one hired for an indefinite tenure, not limited at time of hire by a stated term or for a specific project.

Section 10: Part-Time Employee- A regular part-time employee is one whose regular workweek is twenty (20) hours or more, not limited at time of hire by a stated term or for a specific project. Regular part-time employees' cumulative work hours shall not exceed thirty (30) hours per week, except relief for a regular full-time employee who is expected to return (i.e., vacation, sick leave, etc.) or unless hours are extended by mutual agreement.

Section 11: Regular Part-Time Employee Benefits- Regular part-time employees shall accrue and be allowed vacation and sick leave with pay on a pro-rated schedule based on their hours worked using the hourly equivalent accrual rate for full-time employees. Holiday pay will also be pro-rated for regular part-time employees and may be substituted for other leaves subject to the holiday bank provisions in Article V, Section 3. Regular part-time employees will be eligible for employee-only health related insurances at the same cost-share arrangement as full-time employees. Regular part-time employees may elect to cover eligible dependents by paying 100% of the cost.

Section 12: Part-Time Employee Compensation and Probationary Period- Part-time employees in a classification covered by this Agreement shall be compensated in accordance with this Agreement.

Section 13: Longevity Pay- Upon five (5) years of a full-time regular employee anniversary date, they will receive a \$1000 annual bonus each year. Upon ten (10) years of a full-time regular employee anniversary date, they will receive a \$1250 annual bonus each year. Upon 15 year of a full-time regular employee anniversary date, they will receive a \$1500 annual bonus each year. Anniversary bonuses to be distributed on the first pay check in December.

ARTICLE XIV- GENERAL PROVISIONS

Section 1: No Discrimination- The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, age, **marital status, gender identity, sexual orientation, national origin or disability**. The Union shall share equally with the City the responsibility for applying the provisions of this section. Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent them self in individual personal matters.

Section 2: Visits by Union Representatives- The City agrees that accredited representatives of the International Brotherhood of Electrical Workers, Local Union 659, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement, if they first obtain permission to do so from the City **Manager** or **their** designated representative.

Section 3: Solicitation- The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

Section 4: Existing Conditions- Only such existing and future working rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed any such modification shall be **delivered in writing to the Union not less than** a period of seven (7) consecutive days prior to implementation.

Section 5: Other Employment- Employees considering outside employment **must apply to the City Manager or designee**. Outside employment shall be

permitted only with the express prior written approval of the City, which may at any time, upon reasonable grounds, revoke permission to hold such outside employment. **Such written approval shall be documented in the employee's personnel file. The general principles to be followed by the City in permitting or restricting such outside employment shall be:**

- 1) The need for mentally and physically alert City employees;**
- 2) Insulating employees from potential conflict of interest situations;**
- 3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.**

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Section 6: Supervisory Employees- It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or when the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased, or for purposes of instruction or training.

Section 7: Uniforms, Protective Clothing and Devices- If an employee is required to wear a uniform, protective clothing or use any type of protective device, such article shall be provided, maintained and cleaned by the City. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee. Lost articles or damage to articles due to negligence, shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI hereof.

Note: To the extent that the Internal Revenue Service and/or the Oregon Dept. of Revenue characterize reimbursements, allowances and the like by the City to employees for the purchase of clothing and footwear as taxable, the City must report the value thereof to taxing authorities.

ARTICLE XV- CLASSIFICATIONS- WORK RULES- SAFETY

Section 1: Classifications and Descriptions- The general classifications of labor which shall be recognized throughout this Agreement, shall be those set forth in "Appendix A".

Section 2: Safety Rules- The Federal regulations and the Safety Rules of the State shall be observed and copies shall be made available by the City and the

Union. The rules provide the minimum standards of safety to be observed by the City and the employee.

ARTICLE XVI- HEALTH, WELFARE AND RETIREMENT

Section 1: Health and Welfare- The City and employees agree on the following cost-share arrangement for Health Benefits:

Beginning January 1, 2023 employees agree to pay 10% and the City will pay 90% on the base plan health care premiums CIS Copay H. There is a \$1500 deductible or a buy up plan with a \$500 deductible CIS Copay F with the difference being the responsibility of the employee. Willamette Dental with Ortho or Delta Dental III with Ortho.

The Employee Health Benefits Advisory Committee shall be repurposed as a Labor Management Committee, and shall include (1) representative of the IBEW Clerical/Technical Union. The Committee shall meet at least once per year for the purpose of discussing City wide issues including health insurance benefits along with other items.

Health benefits and other insurance will be provided to the IBEW Clerical/Technical Union represented employees under the same conditions and restrictions as provided to all other City employees. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments made by the carrier.

Section 2- The City agrees to continue providing the following additional fringe benefits:

- (a) Life Insurance- employee (\$20,000 with AD&D) and dependent coverage (\$1,000).
- (b) Long Term Disability Insurance- employee only.
- (c) City paid reimbursement for physical fitness as described in the City of Ashland Wellness Program.
- (d) Mercy Flights' insurance for flight transport only- Household Membership. If an employee desires to upgrade the insurance plan to provide for all medical transport, City agrees to administer payment of the additional premium through a payroll deduction.
- (e) Participation in an IRC §125 plan for pre-tax health insurance premium contributions and flexible spending account options for eligible health and dependent care expenses.

In the event that any of these programs change or are updated, the City agrees to provide the union written notice of the change with as much advance notice as possible, and an opportunity to negotiate the impact of the change.

Section 3: Retirement- The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in

the bargaining unit. **In accordance with statute, for qualified retiring PERS members, the City will report the sum of accrued but unused sick leave to PERS.** The City will assume, pick-up and pay the employee contribution required by ORS 238A.330 for all employees covered by this Agreement at a uniform rate of six percent (6%). Employees may also elect to make additional employee contributions to their IAP account, in the amount equal to the amount credited to the employee pension stability account, this additional contribution may not be paid by the City under ORS 238A.355.

Section 4: Deferred Compensation- The City agrees to contribute up to \$50.00 per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or AETNA). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member.

Section 5: HRA-VEBA CONTRIBUTION- The City will contribute an amount equivalent to **three (3%)** percent of salary into an HRA-VEBA for each member of the bargaining unit.

Section 6: P.E.R.S. Initial Six Month Waiting Period- If a member of the unit retires with 20 years of continuous service with the City and the employee has only one P.E.R.S. waiting period, the City shall fund the purchase of the P.E.R.S. initial six month waiting period upon retirement.

ARTICLE XVII- WORKER'S COMPENSATION

Section 1: Worker's Compensation- All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

Section 2: Supplementary Payment- Compensation paid by the City for a period of sick leave also covered by Worker's Compensation shall be equal to the difference between the Worker's Compensation pay for lost time and the employee's regular wage rate.

ARTICLE XVIII- LIABILITY INSURANCE

The City shall purchase liability insurance **as permitted by ORS 30.282** for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premium for such insurance shall be paid by the City.

ARTICLE XIX- SAVINGS CLAUSE AND FUNDING

Section 1: Savings Clause- Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. **Such bargaining shall be conducted according to ORS 243.698.**

Section 2: Funding- The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are, therefore, contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request or voter approval thereof.

ARTICLE XX- TERMINATION & REOPENING

This Agreement shall be effective retro to the 1st day of July, **2022** and shall remain in full force and effect until the 30th day of June, **2025** and shall terminate all prior Agreements and practices and concludes all collective bargaining during the term of this Agreement.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than **180** days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event that such notice is given, negotiations shall begin not later than **sixty (60)** days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

APPENDIX "A"

Senior Engineering Project Manager
Associate Engineer
Building Inspector
GIS Analyst
Engineering Technician III
Associate Planner
Housing Program Analyst
Engineering Project Manager
Accountant
Conservation Specialist
Climate & Energy Analyst
Purchasing Specialist
Assistant Planner
Engineering Technician I & II
Water Resource Technician
Senior Financial Technician
AFN Network Technician
Financial Technician
GIS Technician
User-Support Technician
Customer Service Specialist
Senior Financial Clerk II
Code Compliance Specialist
Senior Police Records Specialist
Lead Court Services Clerk
Permit Technician
Senior Financial Clerk
Police Records Specialist
Court Services Clerk
Investigations Clerk Specialist
Financial Clerk I & II
Office Assistant I & II
Conservation Assistant

APPENDIX "B"- CLERICAL/TECHNICAL WAGE SCHEDULE

	7/1/2021	7/1/2022	7/1/2023	7/1/2024
COLA		4%	4%	3%
Senior Engineering Project Manager				
Associate Engineer				
Grade 106				
First 6 months	\$30.5717	\$31.7946	\$33.0667	\$34.0583
Next 12 months	\$32.1002	\$33.3842	\$34.7196	\$35.7612
Next 12 months	\$34.0261	\$35.3871	\$36.8026	\$37.9067
Next 12 months	\$36.0677	\$37.5104	\$39.0108	\$40.1811
Rate Thereafter	\$38.2318	\$39.7611	\$41.3515	\$42.5921
Building Inspector				
GIS Analyst				
Engineering Technician III				
Grade 102				
First 6 months	\$29.1159	\$30.2805	\$31.4918	\$32.4365
Next 12 months	\$30.5717	\$31.7946	\$33.0664	\$34.0583
Next 12 months	\$32.4059	\$33.7021	\$35.0502	\$36.1017
Next 12 months	\$34.3503	\$35.7243	\$37.1533	\$38.2679
Rate Thereafter	\$36.4113	\$37.8678	\$39.3825	\$40.5639
Associate Planner				
Housing Program Analyst				
Engineering Project Manager				
Grade 105				
First 6 months	\$27.7294	\$28.8386	\$29.9921	\$30.8919
Next 12 months	\$29.1043	\$30.2685	\$31.4792	\$32.4236
Next 12 months	\$30.8628	\$32.0973	\$33.3812	\$34.3826
Next 12 months	\$32.7146	\$34.0232	\$35.3841	\$36.4456
Rate Thereafter	\$34.6774	\$36.0645	\$37.5071	\$38.6323
Accountant				
Conservation Specialist				
Climate & Energy Analyst				
Purchasing Specialist				
Grade 104				
First 6 months	\$26.4089	\$27.4653	\$28.5639	\$29.4208
Next 12 months	\$27.7294	\$28.8386	\$29.9921	\$30.8919
Next 12 months	\$29.3930	\$30.5687	\$31.7915	\$32.7452
Next 12 months	\$31.1567	\$32.4030	\$33.6991	\$34.7101
Rate Thereafter	\$33.0261	\$34.3471	\$35.7210	\$36.7927

	7/1/2021	7/1/2022	7/1/2023	7/1/2024
COLA		4%	4%	3%
Assistant Planner Engineering Technician II Water Resource Technician Senior Financial Technician AFN Network Technician Grade 112				
First 6 months	\$25.1513	\$26.1574	\$27.2036	\$28.0198
Next 12 months	\$26.4090	\$27.4654	\$28.5640	\$29.4209
Next 12 months	\$27.9935	\$29.1132	\$30.2778	\$31.1861
Next 12 months	\$29.6730	\$30.8599	\$32.0943	\$33.0571
Rate Thereafter	\$31.4534	\$32.7115	\$34.0200	\$35.0406
Vacant No Class Assigned Grade 132				
First 6 months	\$23.9537	\$24.9118	\$25.9083	\$26.6856
Next 12 months	\$25.1513	\$26.1574	\$27.2036	\$28.0198
Next 12 months	\$26.6604	\$27.7268	\$28.8359	\$29.7010
Next 12 months	\$28.2600	\$29.3904	\$30.5660	\$31.4830
Rate Thereafter	\$29.9556	\$31.1538	\$32.4000	\$33.3720
Financial Technician GIS Technician User Support Technician Engineering Technician I Customer Service Specialist Senior Financial Clerk II Code Compliance Specialist Grade 134				
First 6 months	\$22.8131	\$23.7256	\$24.6746	\$25.4149
Next 12 months	\$23.9537	\$24.9118	\$25.9083	\$26.6856
Next 12 months	\$25.3909	\$26.4065	\$27.4628	\$28.2867
Next 12 months	\$26.9144	\$27.9910	\$29.1106	\$29.9839
Rate Thereafter	\$28.5292	\$29.6704	\$30.8572	\$31.7829
Senior Police Records Specialist Lead Court Services Clerk Grade 127				
First 6 months	\$22.1306	\$23.0158	\$23.9365	\$24.6546
Next 12 months	\$23.2954	\$24.2272	\$25.1963	\$25.9522
Next 12 months	\$24.5216	\$25.5025	\$26.5226	\$27.3182
Next 12 months	\$25.8121	\$26.8446	\$27.9184	\$28.7559
Rate Thereafter	\$27.1707	\$28.2575	\$29.3878	\$30.2695
Permit Technician Grade 121				
First 6 months	\$22.1353	\$23.0207	\$23.9415	\$24.6598
Next 12 months	\$23.2424	\$24.1721	\$25.1390	\$25.8931
Next 12 months	\$24.4045	\$25.3807	\$26.3959	\$27.1878
Next 12 months	\$25.6248	\$26.6498	\$27.7158	\$28.5473
Rate Thereafter	\$26.9063	\$27.9826	\$29.1019	\$29.9749

	7/1/2021	7/1/2022	7/1/2023	7/1/2024
COLA		4%	4%	3%
Senior Financial Clerk				
Grade 128				
First 6 months	\$20.6922	\$21.5199	\$22.3807	\$23.0521
Next 12 months	\$21.7267	\$22.5958	\$23.4996	\$24.2046
Next 12 months	\$23.0303	\$23.9515	\$24.9096	\$25.6569
Next 12 months	\$24.4121	\$25.3886	\$26.4041	\$27.1963
Rate Thereafter	\$25.8768	\$26.9119	\$27.9883	\$28.8280
Police Records Specialist				
Court Services Clerk				
Investigations Clerk Specialist				
Grade 119				
First 6 months	\$21.1224	\$21.9673	\$22.8460	\$23.5314
Next 12 months	\$22.2342	\$23.1236	\$24.0485	\$24.7700
Next 12 months	\$23.4043	\$24.3405	\$25.3141	\$26.0735
Next 12 months	\$24.6362	\$25.6216	\$26.6465	\$27.4459
Rate Thereafter	\$25.9328	\$26.9701	\$28.0489	\$28.8904
Financial Clerk II				
Grade 129				
First 6 months	\$18.7683	\$19.5190	\$20.2998	\$20.9088
Next 12 months	\$19.7067	\$20.4950	\$21.3148	\$21.9542
Next 12 months	\$20.8892	\$21.7248	\$22.5938	\$23.2716
Next 12 months	\$22.1425	\$23.0282	\$23.9493	\$24.6678
Rate Thereafter	\$23.4711	\$24.4099	\$25.3863	\$26.1479
Office Assistant II				
Conservation Assistant				
Grade 130				
First 6 months	\$17.8746	\$18.5896	\$19.3332	\$19.9132
Next 12 months	\$18.7683	\$19.5190	\$20.2998	\$20.9088
Next 12 months	\$19.8944	\$20.6902	\$21.5178	\$22.1633
Next 12 months	\$21.0880	\$21.9315	\$22.8088	\$23.4930
Rate Thereafter	\$22.3533	\$23.2474	\$24.1773	\$24.9026
Financial Clerk I				
Grade 110				
First 6 months	\$17.0233	\$17.7042	\$18.4124	\$18.9648
Next 12 months	\$17.8746	\$18.5896	\$19.3332	\$19.9132
Next 12 months	\$18.9470	\$19.7049	\$20.4931	\$21.1079
Next 12 months	\$20.0839	\$20.8873	\$21.7227	\$22.3744
Rate Thereafter	\$21.2889	\$22.1405	\$23.0261	\$23.7169
Office Assistant I				
Grade 131				
First 6 months	\$16.2128	\$16.8613	\$17.5358	\$18.0618
Next 12 months	\$17.0233	\$17.7042	\$18.4124	\$18.9648
Next 12 months	\$18.0448	\$18.7666	\$19.5173	\$20.1028
Next 12 months	\$19.1275	\$19.8926	\$20.6883	\$21.3090
Rate Thereafter	\$20.2752	\$21.0862	\$21.9297	\$22.5875

	7/1/2021	7/1/2022	7/1/2023	7/1/2024
COLA		4%	4%	3%
Vacant No Class Assigned				
Grade 133				
First 6 months	\$15.4408	\$16.0584	\$16.7008	\$17.2018
Next 12 months	\$16.2128	\$16.8613	\$17.5358	\$18.0618
Next 12 months	\$17.1856	\$17.8730	\$18.5879	\$19.1456
Next 12 months	\$18.2167	\$18.9454	\$19.7032	\$20.2943
Rate Thereafter	\$19.3097	\$20.0821	\$20.8854	\$21.5119

CITY OF ASHLAND, OREGON

DocuSigned by:

By: Joseph L. Lessard
120B00F0A0004A5...
Joseph L. Lessard, City ManagerDate: 8/25/2022

APPROVED: Ashland City Council

DocuSigned by:

By: Melissa Huhtala
A02A82A0E5F2482...
8/25/2022

Date: _____

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION #659By: Jon Flegel
Jon Flegel, Business ManagerDate: 9/8/2022

SCOPE OF COLLECTIVE BARGAINING
"Wages, hours of work, and working conditions"

JUST CAUSE STANDARD FOR DISCIPLINE

1. Forewarning of rule *and* consequences.
2. Reasonable rule.
3. Thorough investigation.
4. Fair and objective investigation.
5. Preponderance of evidence.
6. Consistent.
7. Punishment fits the offense.

WEINGARTEN RIGHT TO REPRESENTATION

1. Investigatory interviews.
2. Employee reasonably believes discipline may result.
3. Employee must request representation.
4. Employer may:
 - a) grant request
 - b) discontinue interview
 - c) offer employee choice of
 - 1) interview without representation *or*
 - 2) no interview
5. 24-hour advance notice of subject of interview and 24 hours to confer with the Union.

PAST PRACTICE

Must be:

1. Clear and
2. Consistently followed and
3. Followed over a reasonably long period of time agreed to by both parties
4. Shown by the record to be mutually accepted by the parties.

Used to:

- (a) interpret ambiguous contract language;
- (b) establish wages, hours of work or working conditions not in the contract

Clear contract language always takes precedence over past practice (with advance notification).

SALARY ADJUSTMENTS BASED ON PROPOSED IBEW CLERICAL CBA

**As of January 2025

INITIAL PLACEMENT						ADDITIONAL STEP IF LESS THAN 2.5%					July 1, 2026 - 2%		July 1, 2027 - 2%	
Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference
	300													
Police Records Associate	300 IBEW-C	2	\$25.23	\$52,478.40	1.9%	\$25.99	4.9%	\$54,059.20	\$1.22	\$2,537.81	\$0.52	\$1,081.18	\$0.53	\$1,102.81
Police Records Associate	305 IBEW-C	2	\$25.23	\$52,478.40	1.9%	\$25.99	4.9%	\$54,059.20	\$1.22	\$2,537.81	\$0.52	\$1,081.18	\$0.53	\$1,102.81
Financial Clerk	300 IBEW-C	1	\$24.50	\$50,960.00	5.3%				\$1.23	\$2,555.28	\$0.49	\$1,019.20	\$0.50	\$1,039.58
Administrative Associate	300 IBEW-C				VACANT									
	305													
Court Service Assistant	305 IBEW-C	4	\$28.92	\$60,153.60	0.1%	\$29.78	3.1%	\$61,942.40	\$0.89	\$1,851.20	\$0.60	\$1,238.85	\$0.61	\$1,263.62
Permit Technician I	305 IBEW-C	2	\$27.25	\$56,680.00	0.2%	\$28.07	3.2%	\$58,385.60	\$0.88	\$1,835.08	\$0.56	\$1,167.71	\$0.57	\$1,191.07
Senior Police Records Associate	305 IBEW-C	6	\$30.67	\$63,793.60	1.3%	\$31.59	4.4%	\$65,707.20	\$1.32	\$2,746.90	\$0.63	\$1,314.14	\$0.64	\$1,340.43
Customer Service Assistant - Utility	305 IBEW-C	1	\$26.46	\$55,036.80	3.1%				\$0.79	\$1,645.28	\$0.53	\$1,100.74	\$0.54	\$1,122.75
	310													
Accounts Payable Assistant	310 IBEW-C	2	\$29.98	\$62,358.40	0.0%	\$30.88	3.0%	\$64,230.40	\$0.90	\$1,863.94	\$0.62	\$1,284.61	\$0.63	\$1,310.30
Financial Assistant	310 IBEW-C	4	\$31.81	\$66,164.80	0.1%	\$32.76	3.1%	\$68,140.80	\$0.98	\$2,032.42	\$0.66	\$1,362.82	\$0.67	\$1,390.07
Code Compliance Specialist	310 IBEW-C	2	\$29.98	\$49,886.72	0.0%	\$30.88	3.0%	\$51,384.32	\$0.72	\$1,497.60	\$0.62	\$1,027.69	\$0.63	\$1,048.24
Investigations Specialist	310 IBEW-C	1	\$29.11	\$60,548.80	0.8%	\$29.98	3.8%	\$62,358.40	\$1.09	\$2,266.42	\$0.60	\$1,247.17	\$0.61	\$1,272.11
Permit Technician II	310 IBEW-C	6	\$33.74	\$70,179.20	1.1%	\$34.75	4.1%	\$72,280.00	\$1.38	\$2,866.24	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Fiber Network Customer Representative	310 IBEW-C	4	\$31.81	\$66,164.80	2.0%	\$32.76	5.0%	\$68,140.80	\$1.57	\$3,273.92	\$0.66	\$1,362.82	\$0.67	\$1,390.07
GIS Technician	310 IBEW-C	1	\$29.11	\$60,548.80	2.9%				\$0.82	\$1,712.46	\$0.58	\$1,210.98	\$0.59	\$1,235.20
User Support Technician	310 IBEW-C	5	\$32.76	\$68,140.80	3.1%				\$0.98	\$2,032.42	\$0.66	\$1,362.82	\$0.67	\$1,390.07
Senior Customer Service Assistant - Utility	310 IBEW-C	1	\$29.11	\$60,548.80	2.9%				\$0.82	\$1,712.46	\$0.58	\$1,210.98	\$0.59	\$1,235.20
Senior Customer Service Assistant - Utility	310 IBEW-C	1	\$29.11	\$60,548.80	9.1%				\$2.42	\$5,042.75	\$0.58	\$1,210.98	\$0.59	\$1,235.20
Utility Billing Assistant					VACANT									
	315													
Engineering Technician	315 IBEW-C	1	\$31.44	\$65,395.20	0.8%	\$32.38	3.8%	\$67,350.40	\$1.19	\$2,483.52	\$0.65	\$1,347.01	\$0.66	\$1,373.95
Lead Court Service Specialist	315 IBEW-C	5	\$35.38	\$73,590.40	1.0%	\$36.44	4.0%	\$75,795.20	\$1.40	\$2,910.75	\$0.73	\$1,515.90	\$0.74	\$1,546.22
	320													
Climate & Energy Analyst	320 IBEW-C	2	\$34.97	\$72,737.60	0.7%	\$36.02	3.8%	\$74,921.60	\$1.31	\$2,724.54	\$0.72	\$1,498.43	\$0.73	\$1,528.40
Conservation Specialist	320 IBEW-C	4	\$37.10	\$77,168.00	0.8%	\$38.21	3.9%	\$79,476.80	\$1.42	\$2,947.88	\$0.76	\$1,589.54	\$0.78	\$1,621.33
Conservation Specialist	320 IBEW-C	4	\$37.10	\$77,168.00	0.8%	\$38.21	3.9%	\$79,476.80	\$1.42	\$2,947.88	\$0.76	\$1,589.54	\$0.78	\$1,621.33
Asset Management/CMMS Analyst	320 IBEW-C	8	\$41.76	\$86,860.80	2.9%				\$1.20	\$2,487.68	\$0.84	\$1,737.22	\$0.85	\$1,771.96
Financial Analyst	320 NU	1	\$33.95	\$70,616.00	3.7%				\$1.20	\$2,505.88	\$0.68	\$1,412.32	\$0.69	\$1,440.57

SALARY ADJUSTMENTS BASED ON PROPOSED IBEW CLERICAL CBA

**As of January 2025

INITIAL PLACEMENT						ADDITIONAL STEP IF LESS THAN 2.5%					July 1, 2026 - 2%		July 1, 2027 - 2%	
Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference
	325													
Associate Planner	325 IBEW-C	1	\$36.67	\$76,273.60	0.6%	\$37.77	3.6%	\$78,561.60	\$1.32	\$2,754.75	\$0.76	\$1,571.23	\$0.77	\$1,602.66
Building Inspector II	325 IBEW-C	5	\$41.27	\$85,841.60	1.7%	\$42.51	4.8%	\$88,420.80	\$1.95	\$4,047.68	\$0.85	\$1,768.42	\$0.87	\$1,803.78
Building Inspector II	325 IBEW-C	1	\$36.67	\$76,273.60	1.6%	\$37.77	4.6%	\$78,561.60	\$1.67	\$3,470.27	\$0.76	\$1,571.23	\$0.77	\$1,602.66
PW Project Manager	325 IBEW-C	3	\$38.90	\$40,456.00	2.6%				\$0.50	\$1,033.03	\$0.78	\$809.12	\$0.79	\$825.30
GIS Analyst	325 IBEW-C	7	\$43.79	\$91,083.20	2.8%				\$1.20	\$2,491.58	\$0.88	\$1,821.66	\$0.89	\$1,858.10
Associate Planner	325 IBEW-C	1	\$36.67	\$76,273.60	6.7%				\$2.29	\$4,757.79	\$0.73	\$1,525.47	\$0.75	\$1,555.98
PW Project Manager	325 IBEW-C	1	\$0.00	\$0.00	VACANT					\$0.00				
	330													
Associate Engineer (EIT)	330 IBEW-C	4	\$43.27	\$90,001.60	1.6%	\$44.57	4.6%	\$92,705.60	\$1.98	\$4,113.98	\$0.89	\$1,854.11	\$0.91	\$1,891.19
	335													
PW Senior Project Manager	335 IBEW-C	1	\$42.77	\$88,961.60	0.4%	\$44.05	3.4%	\$91,624.00	\$1.46	\$3,032.38	\$0.88	\$1,832.48	\$0.90	\$1,869.13

	Average % increase	Average increase per hour	Average Annual Difference
2025	4.0%	\$1.31	\$2,732.89
2026	2.0%	\$0.70	\$1,424.94
2027	2.0%	\$0.72	\$1,453.44

AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS

and

LABORERS UNION LOCAL 737

July 1, 2022 – June 30, 2025

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AGREEMENT BETWEEN
THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS and LABORERS UNION LOCAL 737

PREAMBLE

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the "City", and Oregon, Southern Idaho District Council of Laborers International Union of North America-, AFL-CIO, hereinafter collectively referred to as the "Union". Unless indicated otherwise, references to the "City" herein shall include the City's elected officials, the City Manager, or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement. The purpose of this Agreement is to set forth the full and complete Agreement between the parties on the matters pertaining to rates of pay, hours of work and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to classifications of employees in the Public Works Department, Ashland, Oregon, as set forth in Appendix "A" but excluding supervisory employees, confidential employees, clerical employees, guards, part-time employees, or temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIV hereof.

The parties agree as follows:

ARTICLE I – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

ARTICLE II- UNION SECURITY AND CHECK-OFF

Section 1. Union Security. The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Union. Their

membership or non-membership in the Union shall be the individual choice of employees covered by this agreement. The City shall furnish to the union the names and addresses (including cell phone and personal email) of newly hired employees covered by this agreement within thirty (30) calendar days following the employees date of hire.

Section 2. Check-off for Union Members. Upon receipt monthly from the Union of a list of names of bargaining unit employees who have authorized such deductions, the City agrees to deduct the regular monthly dues uniformly required of members of the Union and remit such deductions by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted. Authorization by the employee shall be on forms furnished and kept by the Union and may be revoked by the employee upon request. Employees terminating with less than ten (10) working days in any calendar month will not be subject to a dues' deduction.

Section 3. New Employee Orientation. The City shall hold a new employee orientation for new hires in the bargaining unit. The City shall provide the Union notice of new employee orientations no less than 10 calendar days before the orientation and shall include the date, time and location of the orientation. Immediately following the City's orientation, the Union shall be allowed up to (30) minutes to provide its new employee orientation to the new hire(s). Management shall not be present during the Union's presentation. The decision whether to attend the Union's orientation shall be at the sole discretion of the new employee, but if the employee attends, their attendance shall be without loss of pay.

Section 4. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article. Upon written notification by the Union of a check-off error, the City will make adjustments within sixty (60) days of receipt of such notification.

ARTICLE III - MANAGEMENT RIGHTS

Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not expressly abridged, delegated or modified by this Agreement are retained by City. It is understood and agreed that City possesses the sole and exclusive right to operate the City through its City Manager and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To train, assign and direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted; except that the City will not contract any work which is ordinarily done by its regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
8. To determine the content of and the minimum qualifications for job classifications.
9. To take all necessary action to carry out its mission in emergencies, and
10. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV - STRIKE AND LOCKOUT PROHIBITION

Section 1. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross the picket line in the line of duty. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. There will be no lockout of employees in the unit by the City as a consequence of any dispute with the Union arising during the period of this Agreement.

ARTICLE V – HOLIDAYS

Section 1. Recognized Holidays. The following shall be recognized as holidays:

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

- a) When the U.S. President or Oregon Governor establishes a new annuallyreoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for the purposes of observing a day of nationwide or statewide celebration or homage — for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event — such a day will be a paid holiday for City employees subject to this bargaining agreement; and
- b) A presidential declaration or executive order for the specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. If an employee is on preauthorized vacation, sick leave, or other leave with pay when a holiday occurs, payment to the employee for that day shall be accounted for as holiday pay, not as pay for hours of the preauthorized leave.

Section 2. Holiday Pay. Regular employees shall receive eight (8) hours pay for each of the Holidays listed above on which they perform no work. In order to be eligible for Holiday pay when no work is performed, an employee must work on their last scheduled workday prior to the Holiday and on their first scheduled workday immediately following the Holiday, unless the employee provides a justifiable excuse to the City.

Section 3. Holiday Work. If a regular employee is required to work on any of the Holidays listed above as part of their regularly scheduled work week, they shall receive, in addition to their holiday pay, compensation for all hours worked at their regular straight time rate of pay. Compensation accrued by reason of authorized work on a Holiday as provided herein shall be paid for at the straight time rate being received at the time the work was performed or given another compensatory day off at the option of the department head. If any other regular employee is required to work on a Holiday, they shall receive, in addition to their regular pay, compensation for all hours worked in accordance with call-back pay provisions set forth in Article XI, Section 3.

ARTICLE VI - VACATIONS

Section 1.

Use of Vacation Time During First Six 6 Months- To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After 6 months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation hours actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: a new hire is granted 60 hours of vacation at time of hire. They accrue 5 hours of vacation per pay period. During month 2 they use all 60 hours of anticipated vacation hours then resign after 4 full months on the job. The City would deduct 20 hours of pay from the employee's final pay check because only 4 months of vacation hours (or 40 hours) had accrued at the time of the employee's resignation.

<u>Years of Service</u>	<u>Accrued Vacation Per Pay Period*</u>
<4	5 hours per pay period
>4<9	6 hours per pay period
>9<14	7 hours per pay period
>14<19	8 hours per pay period
>19	10 hours per pay period

*There are 26 pay periods per year, however benefits accrue in only 24 of them or two per month, every month.

Section 2. Continuous Service. Continuous service, for the purpose of accumulating vacation leave, shall be based on the regular hours paid to the employee. Vacation leave shall not accrue during a leave of absence without pay. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

Section 3. Use of accrued vacation time. Each year, an employee may use accrued vacation time to take time off or to carry forward to the next year. The following rules apply:

Section 3.1. After the first year of employment, an employee can use vacation for time off as soon as the vacation time has been earned.

Section 3.2. The employee must use at least 75% of their annual vacation accrual for time off. Example: an employee who earns 16 vacation days per year (10.67 hours per month) must take at least twelve (12) days of vacation time off during the year.

Section 3.3. Vacation time that is not used for time off will carry forward to the next year.

Section 3.4. An employee cannot accumulate at any time more vacation time than two times their annual vacation accrual. Example: an employee who earns 16 vacation days per year (10.67 hours per month) may accumulate up to thirty-two (32) days of vacation.

Section 3.5. If an employee has the maximum amount of vacation accumulated, no more vacation time is earned until the employee has used some of the accumulated vacation time.

Section 4. Accrual Limitations. An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit because of accrual limitations may, by notifying their supervisor 15 days in advance, request leave to prevent loss of vacation leave. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual

cap of this subsection. Said temporary allowance may continue for no more than 180 days. No payment shall be made for vacation leave lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

Section 5. Scheduling. Employees shall be permitted to request vacation on either an entire basis, or split into increments of not less than one working day. Vacation times shall be scheduled based on the head of the department's (or their designee's) judgment as to the needs of efficient operations and the availability of vacation relief. Accordingly, the City will not guarantee that vacation times selected by the Street Division crew during the last two weeks of June, and the last two weeks of August or September will be granted. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; provided, however, that each employee will be permitted to exercise their right of seniority only once annually. The vacation schedule for the period of May 1 to April 30, shall be posted annually as of April 1 and employees shall exercise their choice by bidding in seniority. The list shall be closed as of April 30 and subsequent changes shall be made only by mutual consent between the employee and the City. Scheduling of vacation periods to the extent consistent with operating requirements of the City and vacation credits of the employee, shall be in daily units.

Section 6. Payment on Termination. In the event of the death or termination of an employee during the initial twelve (12) months of their employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for twelve (12) months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

ARTICLE VII - HOURS OF WORK

Section 1. Hours of Work and Workweek . To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular work shift, and five (5) consecutive days of regular shifts, normally beginning Monday and terminating Friday, shall constitute a week's work. However, an employee may be scheduled by the City for a workweek other than Monday through Friday, which shall become their regular workweek. With a department head's approval, an alternate 40 hour per week work schedule can be established such as four (4) workdays of ten (10) hours. The City Manager and Department heads have discretion to end such approval.

Within the regular work shift for Treatment Plant Operators is a paid, one-half hour meal period during which Operators may not leave the treatment plants. In addition, any other regular employee who is scheduled to work a shift which begins prior to 6:00 am., or a

shift which ends after 10:00 p.m., shall be scheduled for 8 consecutive hours, including 1/2 hour for a meal period which shall be paid.

Section 2. Work Schedules. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Supervisors shall establish a regular method to communicate schedules or schedule changes in advance to employees. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be communicated fourteen (14) calendar days prior to the effective date of the change.

A department head may approve a schedule with a different starting and ending time on different days of the week or month. The City Manager and Department heads have discretion to end such approval.

Section 3. Rest Periods. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties. Rest periods may be taken at a place of the employee's choosing provided no more than the allotted time is used and no City vehicles are used for transportation to or from such place.

Section 4. Meal Periods. Except for treatment plant operators, and to the extent consistent with operating requirements of the respective departments, an uninterrupted, unpaid, one-half hour meal period shall be scheduled in the middle of the work shift. Meal periods may be taken at a place of the employee's choosing provided no more than the allotted time is used and no City vehicles are used for transportation to or from such place.

ARTICLE VIII - SICK LEAVE

Section 1. Accumulation. New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 2. Purposes for Sick Leave and Notice Requirements. Employees may utilize their allowance for sick leave for any purpose set forth in "Appendix C – Purposes for Sick Leave" attached and incorporated herein. In such event, the employee shall notify the department head or other supervisor of their need to use sick leave and of

the expected length thereof, as soon as possible up to ten (10) calendar days prior to the beginning of the first work shift they expect to miss, unless unable to do so because of the serious nature of their own injury or illness.

Medical verification from a qualified health care provider of the need for the use of sick leave may be required at the option of the City for absences of over three consecutive workdays. If the need for sick time is foreseeable and is projected to last more than three scheduled workdays, the supervisor may require that verification be provided before the sick leave commences or as soon as otherwise practicable. Otherwise, medical verification shall be provided to the supervisor within 15 calendar days of the request therefore. The employer shall pay any reasonable costs for providing medical verification required under this section, including lost wages, that are not paid under the employee's medical or dental insurance policies.

If a supervisor suspects that an employee is abusing sick time, including engaging in a pattern of abuse, they may require verification from a qualified health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. "Pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days or paydays.

Section 3. Integration with Workers' Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any recurring time-loss payments received under Worker's Compensation laws and the employee's regular pay. In such instances, pro-rated charges will be made against accrued sick leave for the first thirty (30) calendar days in proportion to the City's contribution to the employee's wages. Thereafter, full charges will be made against accrued sick leave until such sick leave is exhausted, after which time the only compensation will be Workmen's Compensation benefits, if any.

Section 4. Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave, vacation leave, compensatory time and FMLA and OFLA unpaid leave have been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

Section 5. Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon their death or termination of employment, except that upon retirement, accumulated but unused sick leave will be reported to Oregon PERS as provided in ORS 238.350. Sick leave shall not accrue during any period of leave without pay.

Section 6. Compensation for Not Using Sick Leave. Employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their

first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to employee's cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in Section 6. above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

Annual Accrual:	96	96	96	96
Sick leave hours <u>used</u> by employee during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used <u>up to 40/year</u> are added back for the purpose of calculating the sick leave incentive:	$96 - 100 = -4 + 40 = 36/3 = 12$	$96 - 30 = 66 + 30 = 96/3 = 32$	$96 - 10 = 86 + 10 = 96/3 = 32$	$96 - 152 = -56 + 40 = -16/3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	

Section 7. FMLA and OFLA Leave. An employee may be granted leave to care for an ill or injured family member in accordance with applicable federal and state Family & Medical Leave Laws.

For the purpose of this Section, family member shall include any family member recognized under the Oregon and/or Federal Family and Medical Leave Acts.

ARTICLE IX – BEREAVEMENT LEAVE

Section 1. Bereavement Leave. An employee may be granted three (3) days funeral leave with regular pay in the event of death in the immediate family of the employee. For the purposes of the Bereavement Leave benefit, an employee's immediate family shall include spouse, parent, children, sibling, sibling-in-law, parent-in-law, grandparents and grandparents-in-law. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek. An additional two (2) days may be granted if the funeral is over 750 miles from Ashland, one way.

ARTICLE X - OTHER LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay. Leaves of absence without pay not to exceed one (1) year may be granted upon establishment of reasonable justification and

where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date. Grants of such leave include no guarantee that the position vacated will not be eliminated during the employee's leave due to budget constraints.

Section 2. Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by them for such jury service, and upon being excused from jury service for any day an employee shall immediately contact their supervisor for assignment for the remainder of their regular workday.

Section 3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to service on the employee of a subpoena or other direction by proper authority. The matter must be one in which the employee is not a party to the proceeding. The regular pay of such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

Section 4. Required Court Appearances. Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5. Union Business. Employees elected to any legitimate full-time paid Union office which takes them from their employment with the City, shall upon written request of the Union and the employee, be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall upon written request of the Union and the employee, be granted a leave of absence of up to thirty (30) days without pay.

Section 6. Educational Leave. After completing one (1) year of continuous service, an employee, upon written request may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through the enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year but may be renewed or extended upon request of the employee and approval by the department head. One-year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Their replacement shall be considered a temporary employee.

Employees may also be granted time off with pay for educational purposes for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training program, and other programs of a similar nature that are intended to improve or

upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 7. Military Leave. Paid and unpaid military leave shall be granted in accordance with Oregon and federal law.

Section 8. Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and their position shall be declared vacated; except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reason beyond their control.

ARTICLE XI - COMPENSATION

Section 1. Pay Schedule. Employees shall be compensated in accordance with the pay schedule attached to this Agreement and marked Appendix "B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified, and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure.

The Following Wage Increases shall be applied:

Effective 7/1/2022 – All positions in the bargaining unit shall receive a 4.0% Cost-of-Living Adjustment (COLA).

Effective 7/1/2023 - All positions in the bargaining unit shall receive a 4.0% Cost-of-Living Adjustment (COLA).

Effective 7/1/2024 - All positions in the bargaining unit shall receive a 3.0% Cost-of-Living Adjustment (COLA).

Section 2. Pay Periods. Paydays shall be on the Friday following the close of each pay period.

Section 3. Call-back time. Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at double time for the work for which they are called back and return to work. This section applies only when call-back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. Phone calls or SCADA alerts received outside of the working day or working shift, that do not result in a return to work will result in one (1)

hour of double time, unless that call or alert takes longer than one (1) hour to resolve. Calls lasting longer than (1) hour will result in double time for the actual duration of the call or alert. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day.

Section 4. Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of two (2) times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- All assigned work in excess of forty (40) hours in any workweek.

Section 5. Over-time Compensation. Overtime may be paid in the form of compensatory time off at the applicable rate, subject to the approval of the Department Head or designated supervisor. All overtime shall be recorded by the employee and must be approved by the Department Head or designated supervisor in advance. The employee must designate whether they desire pay or compensatory time off on the time sheet reporting the overtime worked. Compensatory time shall be accrued on an annual basis from December 1 to November 30 with any amount unused on November 30 to be compensated as pay on the first paycheck of December. Accrued compensatory time shall not exceed forty (40) hours which represents eighty (80) hours of straight time. However, at the option of the employee, up to forty (40) hours (80 hours of straight time) may be carried forward for use in the next year, rather than being cashed out in December.

Section 5.1. Overtime Meal Allowance. Employees who are required to work more than (12) hours in one work day or are required to report to work without adequate time to prepare a meal shall be entitled to a meal allowance. An overtime meal allowance of \$15.00 will be paid on the first paycheck that includes the overtime work. Overtime meal allowance should be approved by the employee's supervisor and requested on the timesheet when the overtime work occurred.

If overtime work continues after a meal has been provided, employees shall be entitled to additional meals at (4) hour intervals thereafter.

Section 6. Standby Pay. Standby pay shall be 10% of an employee's regular monthly rate. If a holiday occurs, or the holiday observation occurs on an assigned work day, an additional 2% of the employee's regular monthly rate shall be paid to such employee for the week in which the holiday, or observation occurs.

Section 7. Certification-Pay.

Certification pay will be added as follows:

- (1) Mechanic – more than 2 certification, but less than 6 = \$0.25 per hr.
(a) Master Mechanic Certification - \$0.50 per hr.
- (2) Water / Waste Water –
(a) # II Certification = \$0.25 per hr.
(b) # III Certification = \$0.35 per hr.
(c) # IV Certification = \$0.50 per hr.
- (3) Back-Flow Certification Required by the City (Inspector Certification or Testing Certification)
(a) Any one of these certification = \$0.35 per hr.
(b) Both certifications = \$0.50 per hr.
- (4) Building Maintenance Certification = \$0.25 per hr.
- (5) Pesticide Certification Required by the City = \$0.35 per hr.
- (6) Erosion Control Certification = \$0.25 per hr.
- (7) Pre-Need Sales Certification = \$0.25 per hr. (Limited to two employees actively working in the Cemetery Division.)
- (8) Road Scholar I = \$0.25¢ per hour.
- (9) Road Scholar II = \$0.35¢ per hour.
- (10) Traffic Control Supervisor (TCS) = \$0.50¢ per hour.

Employees currently receiving certification pay through grandfathered provisions will receive the above certification pay in lieu of and not in addition to the certification pay they are currently receiving.

Employees may receive pay for more than one certification, but pay for combined certifications may not exceed \$0.50/hr. To be eligible for certification pay, an employee must obtain prior approval from their supervisor.

Section 8. Mileage. An employee required to report for special duty or assignment at any location other than their permanent reporting location and who is required to use their personal automobile for transportation to such location shall be compensated at the mileage reimbursement rate established annually by the IRS.

Section 9. Working Out of Class. Whenever an employee is required to work in a higher job classification, they shall receive an additional 5% for the next higher classification, 10% for a two-classification upgrade and 15% for a three-classification upgrade for the actual hours worked in the higher classification. Any member of the bargaining unit assigned as "Lead Worker" will be eligible for 5% additional pay for the

period assigned as Lead Worker. Lead Worker status shall be noted on the employee's timesheet as Working Out-of-Class.

Section 10. Longevity Pay Program. An employee who completes five consecutive years (60 consecutive months) of employment in a bargaining unit position or positions, shall be paid \$1,000. All longevity pay paid under this section shall be paid in the first pay period in December.

If there is no separation in employment, the City shall pay the employee \$1,000 each year thereafter until the employee completes 10 consecutive years (120 consecutive months) of continuous employment, after which anniversary the City shall pay the employee \$1,250.

The City shall pay the employee \$1,250 each year thereafter until the employee completes 15 consecutive years (180 consecutive months) of continuous employment, after which anniversary the City shall pay the employee \$1,500. The City shall pay the employee \$1,500 each year thereafter until the employee's employment at the City ends for any reason.

ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action may include the following:

- (a) Oral reprimand.
- (b) Written reprimand.
- (c) Demotion.
- (d) Suspension.
- (e) Discharge.

Disciplinary action may be imposed upon any employee for failing to fulfill their responsibilities as an employee. Conduct reflecting discredit upon the City or department, or which is a direct hindrance to the effective performance of City functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct abuse of sick leave, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment willful violation of departmental rules or for political activities forbidden by State law. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure. Written reprimands shall not be kept in an employee's file longer than 12 months unless there is a similar disciplinary problem during this time. Oral reprimands shall not be protested through the grievance procedure.

If the Department Head or other supervisor has reason to discipline an employee, they shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 2. Discharge. An employee having less than twelve (12) months continuous service shall serve at the pleasure of the City. An employee having continuous service in excess of twelve (12) months shall be discharged only for cause. If the department head or other supervisor determines that there is cause for discharge, they shall suspend the employee without pay for five (5) calendar days and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless otherwise resolved, the dismissal shall become effective at the end of the five-day suspension. Protest of the discharge of any regular employee shall be made only through the grievance procedure set forth in Article XIII. The Union may process a grievance concerning suspension or discharge, or both, at Step 11 of the grievance procedure.

ARTICLE XIII - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step I. The affected employee shall take up the grievance or dispute with the employee's division head or supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. Such employee may be accompanied by the Steward if they so desire. The division head or supervisor shall then attempt to adjust the matter within three (3) working days.

Step II. If the grievance has not been settled between the affected employee and the division head or supervisor, it may be presented in writing by the Union Business Manager or their designee to the Director of Public Works within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated, and the specific remedy requested. The Director of Public Works shall respond to the Union representative in writing within five (5) working days after receipt thereof.

Step III. If the grievance still remains unadjusted, it may be presented by the Union to the City Manager or their designee, within five (5) working days after the Director of Public Works action. The City Manager or their designee shall respond in writing to the Union within five (5) working days.

Step V. ~~If~~ The grievance is still unsettled, either party may within ten (10) days of the decision of the City Manager or their designee(s) under Step V have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five names. Both the City and the Union shall have

the right to strike two names from the list. The party requesting arbitration on shall strike the first name and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The City and the Union shall meet in a prehearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee.

The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to them. Their decision shall be based solely upon their interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating their own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript of all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance and the remedy requested shall be deemed granted.

Section 2. Stewards. Employees selected by the Union to act as Union representatives shall be known as "Stewards" and shall not exceed three (3) in number. The names of the employees selected as Stewards, and the names of local Union representatives, state council or international representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of Stewards, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section hereof, shall not interfere with their or other employees' regular work assignments as employees of the City. Contacts between Stewards and employees or the Union shall be made outside working hours so as not to disrupt regular City operations. Business agent or designee may place phone calls to Steward during work hours, the Steward will return such calls while on break or lunch and this practice will not be abused.

ARTICLE XIV – SENIORITY

Section 1. Seniority. Seniority shall be an employee's length of continuous service with the bargaining unit, dating from their last date of hire, and shall apply by job classification within their division in the matter of layoff, recall and vacation.

In the event of a layoff, such employee may exercise their seniority in a lower job classification within any division they has previously worked. If the employer determines

that a layoff requires seniority to be bypassed in order to retain an employee with a skill not possessed by others in the division, the employer shall notify the union at least 10 working days prior to implementation. The matter shall be subject to the grievance procedure.

Seniority shall accrue separately for each division they works in. "Division" shall be defined as:

Water Distribution
Water Treatment
Wastewater Collections
Wastewater Treatment Plant
Storm water Collections
Street Operations/Maintenance
Facilities
Cemetery
Equipment Maintenance

The employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for two consecutive working days without notification to the employee's supervisor by the employee; (4) is laid off and fails to report to work within three days after being recalled; (5) is laid off from work for any reason for 24 months, or for a period of time equal to their seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if they is retired.

Section 1.1 Suspension of Seniority. Seniority shall be retained but shall not continue to accrue during (1) authorized sick leave or disability leave in excess of ninety (90) calendar days; (2) educational leave requested by the employee; (3) military leave for disciplinary reasons; (4) election to a full-time paid Union office up to one (1) year, renewable upon application; (5) other authorized leaves of absence up to ninety (90) calendar days; and (6) promotion to a supervisory position outside of the bargaining unit for six (6) months.

Section 1.2 Accrual of Seniority. Seniority shall continue to accrue during (1) authorized sick leave or disability leave up to ninety (90) calendar days; (2) vacation leave; (3) educational leave required by the City; (4) military leave as specified in Article X; (5) bereavement leave; (6) holiday leave; (7) jury duty; and (8) compensatory time off.

Section 2. Probationary Period. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new

employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months after which they shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, the assignment of educational courses and training programs and the request that such employees attend training programs on their off-duty time. Termination of a probationary employee shall not be subject to the grievance procedure under Article XIII.

Section 3. Promotional Probationary Period. Regular employees promoted into a higher classification shall serve a promotional probationary period of six (6) months. The City may extend probation for six (6) months. Any extension beyond twelve (12) months would require mutual consent by the Union and the City. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to their previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XIII.

Section 4. Promotional Opportunities. The City and the Union recognize that promotions from within the divisions increase productivity and morale. The City and the Union also recognize the affirmative action policy of the City that all job opportunities shall be advertised both within and without the City service. All job opportunities for bargaining unit classifications shall be posted. At the option of the City, promotional job opportunities may be advertised only within the City. Any decision made by the City regarding this option is not grievable. If two or more present employees who apply for the vacancy are equally qualified, seniority shall govern. Subject to the requirements of Oregon's Veterans Preference in Public Employment Act, if a present employee and an outside applicant are equally qualified, the present employee shall receive the appointment. Employees who are promoted shall not suffer a reduction in wages. The City shall be the judge of an employee or applicant's qualifications.

Section 5. Recall From Layoff. Recall from layoff exceeding five (5) workdays shall be by certified letter sent to the employee at their last known address furnished to the City by the employee. Laid off employees are solely responsible for assuring that the City has their current mailing addresses. The City may use any other means to return an employee sooner.

Section 6. Temporary Employees. If any regular bargaining unit employees are on a layoff status, temporary employees shall not be used to supplant the duties previously performed by such regular employees, provided such regular employees are qualified.

ARTICLE XV - GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination against an employee's race, creed, color, sex, sexual orientation, gender identity, age, national origin or disability. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designate all genders.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personnel matters.

Section 2. Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreational and social affairs of the Union.
- b. Union meetings.
- c. Union elections.
- d. Reports of Union committees.
- e. Rulings or policies of the International Union.

Section 3. Visits by Union Representatives. Provided that any meetings with employees do not interfere with the employer's operations, accredited representatives of the District Council of Laborers and Laborers Union, Local #737, upon reasonable and proper introduction, shall have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this agreement. The union agrees to provide adequate advanced notice to City management so that work schedules can be adjusted to assure employee availability.

The City agrees to allow (1) hour of paid time per year for the entire bargaining unit to meet. The union agrees to provide adequate advanced notice to City management so that workschedules can be adjusted for employee attendance at the annual union meeting. It is understood and agreed by both parties that no overtime will be incurred or paid for the purpose of employee participation in the annual meeting.

Upon delivery of a demand to open negotiations for a successor to this agreement, the City agrees to allow bargaining unit employees up to a total of three (3) hours of time during the period of negotiations to meet with the union bargaining team for contract discussion and review without loss of compensation.

Section 4. Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry-on Union activities during working hours, except as specifically provided in this Agreement and by Oregon law.

Section 5. Existing Conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

Section 6. Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

Section 7. Other Employment. Outside employment shall be permitted only with the express prior written approval of the City. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- 1) The need for mentally and physically alert City employees;
- 2) Insulating employees from potential conflict of interest situations;
- 3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Section 8. Supervisory Employees. It is understood that supervisory employees shall not perform work within the jurisdiction of the Union except in the case of an unforeseen emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the workload is temporarily increased.

Section 9. Uniforms, Protective Clothing and Devices. If an employee is required to wear a uniform, protective clothing, or use any type of protective device, such article shall be provided, maintained and cleaned by the City, if exposed to chemical or biohazard that require special cleaning. Employees may be provided with routine clothing items such as shirts, jackets or hats imprinted with the City's logo for easy identification in the field; however, cleaning and maintenance of routine clothing items shall be the responsibility of the employee unless special cleaning is required as

described above. The City will continue to honor any agreements made with employees prior to 7/1/2011 regarding the cleaning of non-protective clothing items.

Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective devices as prescribed by the City shall be cause for disciplinary action as set forth in Article XII hereof.

Section 9.1. Boot Allowance. Employees shall receive payment of \$300 per contract year of this Agreement, (\$900 total), toward the cost of the purchase or repair of shoes, boots or protective footwear (including orthotics, insoles, or weather-related footwear/gear).

Section 10. Response Time Requirement. All regular employees regularly assigned to standby status shall establish their residence to enable them to report for emergency duty within forty (40) minutes of notification, including get ready time and travel time. New employees shall establish their residency within a forty (40) minute response time within six (6) months of date of hire.

Section 11. Safety Committee. The City and Union will comply with all state and federal laws on this subject.

Section 12. Training Opportunities. On-the-job training may be provided by the City as time and the workload permit.

Section 13. Temporary Employees. Temporary employees shall not be used in such a way as to negate the purpose and intent of *ARTICLE XV - GENERAL PROVISIONS Section 12. Training Opportunities* relating to the operation of heavy equipment.

ARTICLE XVI - HEALTH, WELFARE AND RETIREMENT

Section 1. The Employee Health Benefits Advisory Committee including one (1) representative of Laborers Union shall meet annually for the purpose of reviewing program performance and discussing health insurance benefits in order to inform their members. The committee and the union shall be advised of any proposed changes to the insurance benefits plan.

Health benefits and other insurance will be provided to represented employees under the same conditions and restrictions as provided to all other City employees. Employees will have a choice between two health insurance plans: the base plan that carries a \$1,500 annual deductible and premium plan that carries a \$500 annual deductible. Employees alone must pay the difference in premiums between the base plan and the premium plan each month by payroll deduction to enroll themselves and their eligible dependents in the premium plan. Coverage may be adjusted or modified

by the City Manager. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Employees may choose between two dental insurance plans: Willamette Dental with Ortho and Delta Dental III with Ortho.

Section 2. From July 1, 2022 through December 31, 2022, the employee premium contribution shall not exceed 5% of the premium cost and shall be deducted from the employee's check through regular payroll deductions. For enrollment in the base plan from January 1, 2023 through June 30, 2023, the employee premium contribution shall increase to 7.5%. Beginning July 1, 2023 and for the balance of the term of this agreement and any automatic renewals described in Article XX or otherwise agreed to, the employee premium contribution shall increase to 10.0%. All employee premium contributions shall be made monthly by payroll deduction.

As stated in Section 1., for enrollment in the premium plan, the City shall contribute monthly the same sum of money as it contributes for the base plan and the employee shall pay the balance of the premium each month by payroll deduction.

Section 3. HRA-VEBA. The City agrees to contribute monthly an amount equivalent to 3.0% of salary for each member of the bargaining unit into an HRA-VEBA program for the duration of the contract.

Section 4. Life Insurance. The City agrees to provide each member with life insurance coverage: Employee (\$10,000) with a matching Accidental Death and Dismemberment (AD&D) policy; Dependent (\$1,000) coverage. Members may purchase additional voluntary coverage to supplement city-provided policies.

Section 5. Long Term Disability Insurance. The City agrees to provide long term disability insurance for the employee only.

Section 6. Deferred Compensation. The City agrees to contribute up to ~~\$50~~ \$30.00 per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or AETNA). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member.

A contribution of \$30.00 per month shall be contributed by the City to the Deferred Compensation plan of employee's choice whether the employee elects to contribute their personal funds to the plan or not. This contribution recognizes benefit concessions made in prior negotiations that were intended to go toward annual insurance deductible cost.

Section 7. Flexible Spending Account. Pre-tax flexible spending account options for eligible health and dependent care expenses

Section 8. Retirement. The City agrees to maintain the existing retirement plan and to pay the employee's contribution of 6% for all employees governed by the agreement.

Section 9. Medical Coverage for Retirees. The City will allow Tier 2 & 3 (OPSRP) retirees to convert up to 100 hours of their unused sick leave balance into a contribution to their HRA VEBA at retirement to help with post-employment medical expenses. The employee must meet the eligibility requirements to retire under PERS Tier 2 or 3, and the employee's final rate of pay shall be used to calculate the City's contribution into the employee's HRA VEBA Account.

Section 10. Mercy Flights Membership – The City Agrees to pay the annual premium for household membership in Mercy Flights for Air Ambulance transportation services. Employees shall have the opportunity to upgrade their membership to the Combined Air and Ground Ambulance membership by paying the additional amount by payroll deduction.

ARTICLE XVII - WORKER'S COMPENSATION

Section 1. Worker's Compensation. All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

Section 2. Supplementary Payment. Compensation paid by the City for a period of sick leave also covered by worker's compensation time loss payments shall be equal to the difference between such payments and the employee's regular pay rate.

ARTICLE XVIII - LIABILITY INSURANCE

Section 1. Liability Insurance. The City shall purchase liability insurance to the limits set forth in the Oregon Tort Claims Act (ORS 30.260 – 30.300) for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the City.

Section 2. Property Insurance. The City carries catastrophic coverage for property losses, including to employee property, resulting from fire and other catastrophes. In addition, the City will reimburse replacement costs (to the extent those costs are not covered by other insurance) if all or most of a mechanic's personal work tools are stolen from City property. To obtain reimbursement under this section, the mechanic must maintain an accurate inventory of the tools which has been provided to the City in advance of the theft, a crime report must be filed with the local police, and the mechanic must not be in any way involved in the theft.

ARTICLE XIX - SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause Should any provision of this Agreement be declared invalid by statute, competent judicial authority or by ruling of the Oregon Employment Relations Board, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In this event, either or both parties may, in writing, demand to bargain the subject of the invalidated provision(s). Upon such demand by one party to the other, bargaining shall be governed by ORS 243.698.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE XX - TERMINATION AND REOPENING

This Agreement shall be effective July 1, 2022 and shall remain in full force and effect until the 30th day of June 2025, and shall terminate all prior agreements and practices, and concludes all collective bargaining during the term of this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration or subsequent anniversary date that it wishes to modify the Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed.

CITY OF ASHLAND

By Joseph L. Lessard Date 10/17/2022
DocuSigned by: Joseph Lessard, City Manager

APPROVED: ASHLAND CITY COUNCIL

By Julie Arins Date 10/17/2022
DocuSigned by: Julie Arins, Mayor

L.I.U.N.A. Local No. 737

By Zack Culver

Date 11/8/2022

By Joe Escure

Date 11/16/2022

By Dave Onkka

Date 11/10/2022

Oregon Southern Idaho District Council of Laborers

By Jeffrey Gritz

Date 11/9/2022

Appendix "A"
Job Classifications in the Bargaining Unit

Cemetery Sexton

Mechanic

Senior Mechanic

Meter Reader/Repair

Wastewater Treatment Plant Operator

Senior Wastewater Treatment Plant Operator

Utility Worker I

Utility Worker II

Senior Utility Worker

Utility Technician

Water Quality Technician

Water Treatment Plant Operator I, II *

Senior Water Treatment Plant Operator

(*) Indicates Flexible Staffing Option - The City can hire a level I or a level II based on operational needs and promote a level I to a level II without a competitive process.

Appendix "B"

Salary Schedule

Effective 7/1/2022 - 4% COLA				
Laborer's - All Job Classes are Non-Exempt				
Group/BU Code 5030		Hourly	Monthly	Annual
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$20.7316	\$3,593.47	\$43,122
Positions in this grade: Utility Worker I Lube Tech	Step 1 - Next 12 Months	\$21.7682	\$3,773.15	\$45,278
	Step 2 - Next 12 Months	\$23.0743	\$3,999.55	\$47,995
	Step 3 - Next 12 Months	\$24.4589	\$4,239.53	\$50,874
	Step 4 - Thereafter	\$25.8817	\$4,461.49	\$53,418
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$22.8568	\$3,961.83	\$47,542
Positions in this grade: Utility Worker II	Step 1 - Next 12 Months	\$23.9996	\$4,159.92	\$49,919
	Step 2 - Next 12 Months	\$25.4395	\$4,409.50	\$52,914
	Step 3 - Next 12 Months	\$26.9660	\$4,674.09	\$56,089
	Step 4 - Thereafter	\$28.3141	\$4,907.78	\$58,893
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$23.9996	\$4,159.92	\$49,919
Positions in this grade: Meter Reader/Repair Water Treatment Plant Opt 1	Step 1 - Next 12 Months	\$25.1995	\$4,367.91	\$52,415
	Step 2 - Next 12 Months	\$26.7114	\$4,629.97	\$55,560
	Step 3 - Next 12 Months	\$28.3141	\$4,907.78	\$58,893
	Step 4 - Thereafter	\$29.7299	\$5,153.17	\$61,838
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$25.1995	\$4,367.91	\$52,415
Positions in this grade: Senior Utility Worker Mechanic Facilities Maint Worker	Step 1 - Next 12 Months	\$26.4596	\$4,586.33	\$55,036
	Step 2 - Next 12 Months	\$28.0471	\$4,861.48	\$58,338
	Step 3 - Next 12 Months	\$29.7299	\$5,153.17	\$61,838
	Step 4 - Thereafter	\$31.2164	\$5,410.83	\$64,930
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$26.4596	\$4,586.33	\$55,036
Positions in this grade: Senior Mechanic Water Treatment Plant Opt II WW Treatment Plant Operator	Step 1 - Next 12 Months	\$27.7823	\$4,815.60	\$57,787
	Step 2 - Next 12 Months	\$29.4496	\$5,104.59	\$61,255
	Step 3 - Next 12 Months	\$31.2164	\$5,410.83	\$64,930
	Step 4 - Thereafter	\$32.7773	\$5,681.38	\$68,177
Grade = 609 LABORER 6	Step 0 - First 6 Months	\$27.7823	\$4,815.60	\$57,787
Positions in this grade: Cemetery Sexton Utility Technician WWTP Lab Tech	Step 1 - Next 12 Months	\$29.5513	\$5,122.22	\$61,467
	Step 2 - Next 12 Months	\$30.9219	\$5,359.78	\$64,317
	Step 3 - Next 12 Months	\$32.7773	\$5,681.38	\$68,177
	Step 4 - Thereafter	\$34.4161	\$5,965.45	\$71,585
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$29.1716	\$5,056.31	\$60,676
Positions in this grade: Senior Water Treatment Plant Op Water Quality Technician Senior Wastewater Treatment Plant Op	Step 1 - Next 12 Months	\$30.6301	\$5,309.11	\$63,709
	Step 2 - Next 12 Months	\$32.4680	\$5,627.68	\$67,532
	Step 3 - Next 12 Months	\$34.4161	\$5,965.34	\$71,584
	Step 4 - Thereafter	\$36.1370	\$6,263.62	\$75,163

Effective 7/1/2023 - 4% COLA				
Laborer's - All Job Classes are Non-Exempt				
Group: EU Code 5000		Hourly	Monthly	Annual
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$21.5608	\$3,737.21	\$44,848
Positions in this grade: Utility Worker I Lube Tech	Step 1 - Next 12 Months	\$22.6390	\$3,924.08	\$47,089
	Step 2 - Next 12 Months	\$23.9973	\$4,159.53	\$49,914
	Step 3 - Next 12 Months	\$25.4372	\$4,409.11	\$52,909
	Step 4 - Thereafter	\$26.7080	\$4,629.55	\$55,555
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$23.7710	\$4,120.31	\$49,444
Positions in this grade: Utility Worker II	Step 1 - Next 12 Months	\$24.9598	\$4,326.31	\$51,916
	Step 2 - Next 12 Months	\$26.4670	\$4,685.88	\$55,031
	Step 3 - Next 12 Months	\$28.0446	\$4,861.05	\$58,333
	Step 4 - Thereafter	\$29.4487	\$5,104.09	\$61,249
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$24.9598	\$4,326.31	\$51,916
Positions in this grade: Meter Reader/Repair Water Treatment Plant Opt 1	Step 1 - Next 12 Months	\$26.2075	\$4,542.83	\$54,512
	Step 2 - Next 12 Months	\$27.7799	\$4,815.17	\$57,782
	Step 3 - Next 12 Months	\$29.4487	\$5,104.09	\$61,249
	Step 4 - Thereafter	\$30.9191	\$5,359.30	\$64,312
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$26.2075	\$4,542.83	\$54,512
Positions in this grade: Senior Utility Worker Mechanic Facilities Maint Worker	Step 1 - Next 12 Months	\$27.5180	\$4,769.78	\$57,237
	Step 2 - Next 12 Months	\$29.1689	\$5,055.94	\$60,671
	Step 3 - Next 12 Months	\$30.9191	\$5,359.30	\$64,312
	Step 4 - Thereafter	\$32.4650	\$5,627.26	\$67,527
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$27.5180	\$4,769.78	\$57,237
Positions in this grade: Senior Mechanic Water Treatment Plant Opt II WW Treatment Plant Operator	Step 1 - Next 12 Months	\$28.8938	\$5,008.22	\$60,099
	Step 2 - Next 12 Months	\$30.6278	\$5,308.77	\$63,705
	Step 3 - Next 12 Months	\$32.4650	\$5,627.26	\$67,527
	Step 4 - Thereafter	\$34.0884	\$5,908.84	\$70,904
Grade = 609 LABORER 6	Step 0 - First 6 Months	\$28.8938	\$5,008.22	\$60,099
Positions in this grade: Cemetery Sexton Utility Technician WWTP Lab Tech	Step 1 - Next 12 Months	\$30.7334	\$5,327.11	\$63,925
	Step 2 - Next 12 Months	\$32.1687	\$5,574.17	\$66,890
	Step 3 - Next 12 Months	\$34.0884	\$5,908.84	\$70,904
	Step 4 - Thereafter	\$35.7928	\$6,204.07	\$74,449
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$30.3384	\$5,255.58	\$63,103
Positions in this grade: Senior Water Treatment Plant Op Water Quality Technician Senior Wastewater Treatment Plant Op	Step 1 - Next 12 Months	\$31.8553	\$5,521.48	\$66,258
	Step 2 - Next 12 Months	\$33.7667	\$5,852.78	\$70,233
	Step 3 - Next 12 Months	\$35.7928	\$6,203.98	\$74,447
	Step 4 - Thereafter	\$37.5824	\$6,514.16	\$78,170

Effective 7/1/2024 - 3% COLA				
Laborer's - All Job Classes are Non-Exempt				
Group/BU Code 5000		Hourly	Monthly	Annual
Grade = 601 LABORER 1	Step 0 - First 6 Months	\$22,2077	\$3,849.32	\$46,182
Positions in this grade: Utility Worker I Lube Tech	Step 1 - Next 12 Months	\$23,3181	\$4,041.80	\$48,502
	Step 2 - Next 12 Months	\$24,7172	\$4,284.31	\$51,412
	Step 3 - Next 12 Months	\$26,2003	\$4,541.38	\$54,497
	Step 4 - Thereafter	\$27,5103	\$4,768.44	\$57,221
Grade = 602 LABORER 2	Step 0 - First 6 Months	\$24,4842	\$4,243.92	\$50,927
Positions in this grade: Utility Worker II	Step 1 - Next 12 Months	\$25,7083	\$4,456.10	\$53,473
	Step 2 - Next 12 Months	\$27,2507	\$4,723.45	\$56,681
	Step 3 - Next 12 Months	\$28,8859	\$5,008.89	\$60,083
	Step 4 - Thereafter	\$30,3301	\$5,257.21	\$63,087
Grade = 607 LABORER 3	Step 0 - First 6 Months	\$25,7083	\$4,456.10	\$53,473
Positions in this grade: Meter Reader/Repair Water Treatment Plant Opt 1	Step 1 - Next 12 Months	\$26,9838	\$4,678.91	\$56,147
	Step 2 - Next 12 Months	\$28,6133	\$4,959.82	\$59,515
	Step 3 - Next 12 Months	\$30,3301	\$5,257.21	\$63,087
	Step 4 - Thereafter	\$31,8467	\$5,520.08	\$66,241
Grade = 603 LABORER 4	Step 0 - First 6 Months	\$26,9838	\$4,678.91	\$56,147
Positions in this grade: Senior Utility Worker Mechanic Facilities Maint Worker	Step 1 - Next 12 Months	\$28,3436	\$4,912.88	\$58,953
	Step 2 - Next 12 Months	\$30,0440	\$5,207.62	\$62,491
	Step 3 - Next 12 Months	\$31,8467	\$5,520.08	\$66,241
	Step 4 - Thereafter	\$33,4380	\$5,798.08	\$69,553
Grade = 611 LABORER 5	Step 0 - First 6 Months	\$28,3436	\$4,912.88	\$58,953
Positions in this grade: Senior Mechanic Water Treatment Plant Opt II WW Treatment Plant Operator	Step 1 - Next 12 Months	\$29,7804	\$5,158.47	\$61,902
	Step 2 - Next 12 Months	\$31,5464	\$5,468.03	\$65,616
	Step 3 - Next 12 Months	\$33,4380	\$5,798.08	\$69,553
	Step 4 - Thereafter	\$35,1110	\$6,085.90	\$73,031
Grade = 609 LABORER 6	Step 0 - First 6 Months	\$29,7804	\$5,158.47	\$61,902
Positions in this grade: Cemetery Sexton Utility Technician WWTP Lab Tech	Step 1 - Next 12 Months	\$31,8554	\$5,486.93	\$65,843
	Step 2 - Next 12 Months	\$33,1235	\$5,741.40	\$68,897
	Step 3 - Next 12 Months	\$35,1110	\$6,085.90	\$73,031
	Step 4 - Thereafter	\$36,8665	\$6,390.19	\$76,682
Grade = 612 LABORER 7	Step 0 - First 6 Months	\$31,2486	\$5,416.32	\$64,998
Positions in this grade: Senior Water Treatment Plant Op Water Quality Technician Senior Wastewater Treatment Plant Op	Step 1 - Next 12 Months	\$32,5109	\$5,687.12	\$68,245
	Step 2 - Next 12 Months	\$34,7797	\$6,028.37	\$72,340
	Step 3 - Next 12 Months	\$36,8665	\$6,390.08	\$76,681
	Step 4 - Thereafter	\$38,7099	\$6,709.59	\$80,515

***PLEASE NOTE:** Hourly rates are accurate to 4 decimal places. A Monthly wage is provided as an approximate salary, but actual monthly earnings may differ from those quoted above.

Appendix C Purposes for Sick Leave

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological, adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employee was or is in a relationship of in loco parentis, and any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
 - To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
 - To care for a family member with a serious health condition.
 - To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
 - To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
 - To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
 - To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
 - To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON

and

DISTRICT COUNCIL OF LABORERS

and

LABORERS UNION LOCAL 737

July 1, 2025 - June 30, 2028

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AGREEMENT BETWEEN
THE CITY OF ASHLAND, OREGON
DISTRICT COUNCIL OF LABORERS and LABORERS UNION LOCAL 737

PREAMBLE

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the "City", and Oregon, Southern Idaho District Council of Laborers International Union of North America-, AFL-CIO, hereinafter collectively referred to as the "Union". Unless indicated otherwise, references to the "City" herein shall include the City's elected officials, the City Manager, or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement. The purpose of this Agreement is to set forth the full and complete Agreement between the parties on the matters pertaining to rates of pay, hours of work and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to classifications of employees in the Public Works Department, Ashland, Oregon, as set forth in Appendix "A" but excluding supervisory employees, confidential employees, clerical employees, guards, part-time employees, or temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIV hereof.

The parties agree as follows:

ARTICLE I - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

ARTICLE II - UNION SECURITY AND CHECK-OFF

Section 1. Union Security. The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Union. Their membership or non-membership in the Union shall be the individual choice of employees covered by this agreement. The City shall furnish to the union the names and addresses (including cell phone and personal email) of newly hired employees covered by this agreement within thirty (30) calendar days following the employee's date of hire.

Section 2. Check-off for Union Members. Upon receipt monthly from the Union of a list of names of bargaining unit employees who have authorized such deductions, the City agrees to deduct the regular monthly dues uniformly required of members of the Union and remit such deductions by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted. Authorization by the employee shall be on forms furnished and kept by the Union and may be revoked by the employee upon request. Employees terminating with less than ten (10) working days in any calendar month will not be subject to a dues' deduction.

Section 3. New Employee Orientation. The City shall hold a new employee orientation for new hires in the bargaining unit. The City shall provide the Union notice of new employee orientations no less than 10 calendar days before the orientation and shall include the date, time and location of the orientation. Immediately following the City's orientation, the Union shall be allowed up to (30) minutes to provide its new employee orientation to the new hire(s). Management shall not be present during the Union's presentation. The decision whether to attend the Union's orientation shall be at the sole discretion of the new employee, but if the employee attends, their attendance shall be without loss of pay.

Section 4. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

Upon written notification by the Union of a check-off error, the City will make adjustments within sixty (60) days of receipt of such notification.

ARTICLE III - MANAGEMENT RIGHTS

Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which

City has not expressly abridged, delegated or modified by this Agreement are retained by City. It is understood and agreed that City possesses the sole and exclusive right to operate the City through its City Manager and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To train, assign and direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted; except that the City will not contract any work which is ordinarily done by its regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
8. To determine the content of and the minimum qualifications for job classifications.
9. To take all necessary action to carry out its mission in emergencies, and
10. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV - STRIKE AND LOCKOUT PROHIBITION

Section 1. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross the picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by

whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. There will be no lockout of employees in the unit by the City as a consequence of any dispute with the Union arising during the period of this Agreement.

ARTICLE V - HOLIDAYS

Section 1. Recognized Holidays. The following shall be recognized as holidays:

New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19th)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Eve (December 24th)
Christmas Day (December 25th)

- a) When the U.S. President or Oregon Governor establishes a new annually reoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for the purposes of observing a day of nationwide or statewide celebration or homage - for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event - such a day will be a paid holiday for City employees subject to this bargaining agreement; and
- b) A presidential declaration or executive order for the specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. If an employee is on preauthorized vacation, sick leave, or other leave with pay when a holiday occurs, payment to the employee for that

day shall be accounted for as holiday pay, not as pay for hours of the preauthorized leave.

Section 2. Holiday Pay. Regular employees shall receive eight (8) hours pay for each of the Holidays listed above on which they perform no work. In order to be eligible for Holiday pay when no work is performed, an employee must work on their last scheduled workday prior to the Holiday and on their first scheduled workday immediately following the Holiday, unless the employee provides a justifiable excuse to the City.

Section 3. Holiday Work. If a regular employee is required to work on any of the Holidays listed above as part of their regularly scheduled work week, they shall receive, in addition to their holiday pay, compensation for all hours worked at their regular straight time rate of pay. Compensation accrued by reason of authorized work on a Holiday as provided herein shall be paid for at the straight time rate being received at the time the work was performed or given another compensatory day off at the option of the department head. If any other regular employee is required to work on a Holiday, they shall receive, in addition to their regular pay, compensation for all hours worked in accordance with call-back pay provisions set forth in Article XI, Section 3.

ARTICLE VI -VACATIONS

Section 1.

Use of Vacation Time During First Six 6 Months- To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After 6 months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final paycheck will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation hours actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: a new hire is granted 60 hours of vacation at time of hire. They accrue 5 hours of vacation per pay period. During month 2 they use all 60 hours of anticipated vacation hours then resign after 4 full months on the job. The City would deduct 20 hours of pay from the employee's final pay check because only 4 months of vacation hours (or 40 hours) had accrued at the time of the employee's resignation.

Years of Service	Accrued Vacation Per Pay Period*
<4	5 hours per pay period
>4<9	6 hours per pay period
>9<14	7 hours per pay period
>14<19	8 hours per pay period
>19	10 hours per pay period

*There are 26 pay periods per year, however benefits accrue in only **the first and second pay periods of the month.**

Section 2. Continuous Service. Continuous service, for the purpose of accumulating vacation leave, shall be based on the **employee's last date of hire.** Vacation leave shall not accrue during **any** leave of absence without pay **during a pay period.** Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

Section 3. Use of accrued vacation time. Each year, an employee may use accrued vacation time to take time off or to carry forward to the next year. The following rules apply:

Section 3.1. **Employees are encouraged** to use at least 75% of their annual vacation accrual for time off. Example: an employee who earns 16 vacation days per year (10.67 hours per month) **should** take at least twelve (12) days of vacation time off during the year.

Section 3.2. Vacation time that is not used for time off will carry forward to the next year.

Section 3.3. An employee cannot accumulate at any time more vacation time than two times their annual vacation accrual. Example: an employee who earns 16 vacation days per year (10.67 hours per month) may accumulate up to thirty-two (32) days of vacation.

Section 3.4. If an employee has the maximum amount of vacation accumulated, no more vacation time is earned until the employee has used some of the accumulated vacation time.

Section 3.5. **Vacation leave taken shall not be in excess of that actually accrued at the time it is taken.**

Section 4. Accrual Limitations. An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit

because of accrual limitations may, by notifying their supervisor 15 days in advance, request leave to prevent loss of vacation leave. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days. No payment shall be made for vacation leave lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

Section 5. Scheduling. Employees shall be permitted to request vacation on either an entire basis, or split into increments of not less than one working day. Vacation times shall be scheduled based on the head of the department's (or their designee's) judgment as to the needs of efficient operations and the availability of vacation relief. Accordingly, the City will not guarantee that vacation times selected by the Street Division crew during the last two weeks of June, and the last two weeks of August or September will be granted. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; provided, however, that each employee will be permitted to exercise their right of seniority only once annually. The vacation schedule for the period of May 1 to April 30, shall be posted annually as of April 1 and employees shall exercise their choice by bidding in seniority. The list shall be closed as of April 30 and subsequent changes shall be made only by mutual consent between the employee and the City. Scheduling of vacation periods to the extent consistent with operating requirements of the City and vacation credits of the employee, shall be in daily units.

Section 6. Payment on Termination. In the event of the death or termination of an employee during the initial twelve (12) months of their employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for twelve (12) months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

ARTICLE VII - HOURS OF WORK

Section 1. Hours of Work and Workweek. To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular work shift, and five (5) consecutive days of regular shifts, normally beginning Monday and terminating Friday, shall constitute a week's work. However, an employee may be scheduled by the City for a workweek other than Monday through Friday, which shall become their regular workweek. With a department head's approval, an alternate 40 hour per week work schedule can be established such as four (4)

workdays of ten (10) hours. The City Manager and Department heads have discretion to end such approval.

Within the regular work shift for Treatment Plant Operators is a paid, one-half hour meal period during which Operators may not leave the treatment plants. In addition, any other regular employee who is scheduled to work a shift which begins prior to 6:00 am., or a shift which ends after 10:00 p.m., shall be scheduled for 8 consecutive hours, including 1/2 hour for a meal period which shall be paid.

Section 2. Work Schedules. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Supervisors shall establish a regular method to communicate schedules or schedule changes in advance to employees. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be communicated fourteen (14) calendar days prior to the effective date of the change.

A department head may approve a schedule with a different starting and ending time on different days of the week or month. The City Manager and Department heads have discretion to end such approval.

Section 3. Rest Periods. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties. Rest periods may be taken at a place of the employee's choosing provided no more than the allotted time is used and no City vehicles are used for transportation to or from such place.

Section 4. Meal Periods. Except for treatment plant operators, and to the extent consistent with operating requirements of the respective departments, an uninterrupted, unpaid, one-half hour meal period shall be scheduled in the middle of the work shift. Meal periods may be taken at a place of the employee's choosing provided no more than the allotted time is used and no City vehicles are used for transportation to or from such place.

ARTICLE VIII - SICK LEAVE

Section 1. Accumulation. New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. **Sick leave shall not accrue during any leave of absence without pay during a pay period to the extent that the City remains in compliance with Oregon Sick leave laws.** Sick leave may be accumulated to a total of nine hundred sixty (960)

hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 2. Purposes for Sick Leave and Notice Requirements. Employees may utilize their allowance for sick leave for any purpose set forth in "Appendix C - Purposes for Sick Leave" attached and incorporated herein. In such event, the employee shall notify the department head or other supervisor of their need to use sick leave and of the expected length thereof, as soon as possible up to ten (10) calendar days prior to the beginning of the first work shift they expect to miss, unless unable to do so because of the serious nature of their own injury or illness.

Medical verification from a qualified health care provider of the need for the use of sick leave may be required at the option of the City for absences of over three consecutive workdays. If the need for sick time is foreseeable and is projected to last more than three scheduled workdays, the supervisor may require that verification be provided before the sick leave commences or as soon as otherwise practicable. Otherwise, medical verification shall be provided to the supervisor within 15 calendar days of the request therefore. The employer shall pay any reasonable costs for providing medical verification required under this section, including lost wages, that are not paid under the employee's medical or dental insurance policies.

If a supervisor suspects that an employee is abusing sick time, including engaging in a pattern of abuse, they may require verification from a qualified health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. "Pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days or paydays.

Section 3. Integration with Workers' Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any recurring time-loss payments received under Worker's Compensation laws and the employee's regular pay. In such instances, pro-rated charges will be made against accrued sick leave for the first thirty (30) calendar days in proportion to the City's contribution to the employees' wages. Thereafter, full charges will be made against accrued sick leave until such sick leave is exhausted, after which time the only compensation will be Workmen's Compensation benefits, if any.

Section 4. Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave, vacation leave, compensatory time and FMLA and OFLA unpaid leave have been exhausted. The City may require that the employee submit

a certificate from a physician periodically during the period of such disability, and before returning to work.

Section 5. Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon their death or termination of employment, except that upon retirement, accumulated but unused sick leave will be reported to Oregon PERS as provided in ORS 238.350. Sick leave shall not accrue during any period of leave without pay.

Section 6. Compensation for Not Using Sick Leave. Employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to employee's cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in Section 6. above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

Annual Accrual:	96	96	96	96
Sick leave hours used by employee during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used up to 40/year are added back for the purpose of calculating the sick leave incentive:	$96 - 100 = -4 + 40 = 36/3 = 12$	$96 - 30 = 66 + 30 = 96/3 = 32$	$96 - 10 = 86 + 10 = 96/3 = 32$	$96 - 152 = -56 + 40 = -16/3 = -5.33$
	12	32	32	

Section 7. Protected Leave. An employee may be granted in accordance with applicable federal and state Family & Medical Leave Laws.

For the purpose of this section, family members shall include any family member recognized under the Oregon and/or Federal Family and Medical Leave Acts.

ARTICLE IX - BEREAVEMENT LEAVE

Section 1. Bereavement Leave. An employee may be granted **five (5) days** bereavement leave (**40 hours**) with regular pay in the event of death in the immediate family of the employee. For the purposes of the Bereavement Leave benefit, an employee's immediate family shall include spouse, parent, children,

sibling, sibling-in-law, parent-in-law, grandparents and grandparents-in-law. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

ARTICLE X - OTHER LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay. Leaves of absence without pay not to exceed one (1) year may be granted upon establishment of reasonable justification and where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date. Grants of such leave include no guarantee that the position vacated will not be eliminated during the employee's leave due to budget constraints.

Section 2. Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by them for such jury service, and upon being excused from jury service for any day an employee shall immediately contact their supervisor for assignment for the remainder of their regular workday.

Section 3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to service on the employee of a subpoena or other direction by proper authority. The matter must be one in which the employee is not a party to the proceeding. The regular pay of such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

Section 4. Required Court Appearances. Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5. Union Business. Employees elected to any legitimate full-time paid Union office which takes them from their employment with the City, shall upon written request of the Union and the employee, be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall upon written request of the Union and the employee, be granted a leave of absence of up to thirty (30) days without pay.

Section 6. Educational Leave. After completing one (1) year of continuous service, an employee, upon written request may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through the enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year but may be renewed or extended upon request of the employee and approval by the department head. One-year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Their replacement shall be considered a temporary employee.

Employees may also be granted time off with pay for educational purposes for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training program, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 7. Military Leave. Paid and unpaid military leave shall be granted in accordance with Oregon and federal law.

Section 8. Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and their position shall be declared vacated; except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they **are** unable to work by reason of sickness, physical disability or other legitimate reason beyond their control.

Section 9. Personal Days. Regular employees shall receive three (3) personal days (24 hours) each July. No cash payment will be made for personal days and they can only be taken as time off during the fiscal year in which they are granted. Personal days must be used by June 30 of each year, or they will be forfeited. In the event of termination, resignation, or retirement, no cash payment will be made for Personal Days.

ARTICLE XI - COMPENSATION

Section 1. Pay Schedule. Employees shall be compensated in accordance with the pay schedule attached to this Agreement and marked Appendix "B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified, and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree

that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure.

The Following Wage Increases shall be applied:

Effective 7/1/2025 – Wage adjustment per the City’s comp and class study where employees will be placed in the new salary schedule on the step closest to their current salary without a decrease. All employees whose placement into the new salary schedule results in an increase of less than 2.5% as of June 30, 2025, will be moved up one additional step automatically. All current employees’ anniversary dates, for reasons specific to the salary schedule, will be adjusted to July 1, 2025.

Effective 7/1/2026 - All positions in the bargaining unit shall receive a 2.0% Cost-of- Living Adjustment (COLA).

Effective 7/1/2027 - All positions in the bargaining unit shall receive a 2.0% Cost-of- Living Adjustment (COLA).

Section 2. Pay Periods. Paydays shall be on the Friday following the close of each pay period.

Section 3. Call-back time. Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at double time for the work for which they are called back and return to work. This section applies only when call-back result in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. Phone calls or SCADA alerts received outside of the working day or working shift, that do not result in a return to work will result in one (1) hour of double time, unless that call or alert takes longer than one (1) hour to resolve. Calls lasting longer than (1) hour will result in double time for the actual duration of the call or alert. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day.

Section 4. Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of two (2) times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- All assigned work in excess of forty (40) hours in any workweek.

Section 5. Over-time Compensation. Overtime may be paid in the form of compensatory time off at the applicable rate, subject to the approval of the Department Head or designated supervisor. All overtime shall be recorded by the employee and must be approved by the Department Head or designated supervisor in advance. The employee must designate whether they desire pay or compensatory time off on the time sheet reporting the overtime worked. Compensatory time shall be accrued on an annual basis from December 1 to November 30 with any amount unused on November 30 to be compensated as pay on the first paycheck of December. Accrued compensatory time shall not exceed forty (40) hours which represents eighty (80) hours of straight time. However, at the option of the employee, up to forty (40) hours (80 hours of straight time) may be carried forward for use in the next year, rather than being cashed out in December.

Section 5.1. Overtime Meal Allowance. Employees who are required to work more than (12) hours in one work day or are required to report to work without adequate time to prepare a meal shall be entitled to a meal allowance. An overtime meal allowance of \$15.00 will be paid on the first paycheck that includes the overtime work. Overtime meal allowance should be approved by the employee's supervisor and requested on the timesheet when the overtime work occurred.

If overtime work continues after a meal has been provided, employees shall be entitled to additional meals at (4) hour intervals thereafter.

Section 6. Standby Pay. Standby pay shall be 10% of an employee's regular monthly rate. If a holiday occurs, or the holiday observation occurs on an assigned work day, an additional 2% of the employee's regular monthly rate shall be paid to such employee for the week in which the holiday, or observation occurs.

Section 6.1 Duty. Standby operations, referred to as 'duty', are a critical practice to ensure a timely response to issues or emergencies that may arise outside normal business hours. Certain operations are required are required to be available for response 24 hours a day, 7 days a week. Additionally, qualified operators must be on call and available at all times to support the Treatment Plant.

Section 6.2. Duty Rotation. Members of divisions with rotational duty schedules are required to take duty in one-week increments, with each member of the crew rotating through the duty schedule in a consistent manner. For example, if a crew consists of six qualified individuals, each member will be assigned one week of duty every six weeks, maintaining a continuous rotation. All qualified members of the crew will participate in this rotational schedule. Employees will be incorporated into the duty

rotation once they are deemed ready, which will occur no later than one year from their date of hire. The supervisor has the discretion to determine when an employee is ready to assume this responsibility.

- (a) Trading of rotational duty assignments may only be done with the prior approval of the division supervisor. The employee assigned to duty is responsible for ensuring that their schedule is covered before being relieved of duty for that one-week cycle.

Section 7. Mileage. An employee required to report for special duty or assignment at any location other than their permanent reporting location and who is required to use their personal automobile for transportation to such location shall be compensated at the mileage reimbursement rate established annually by the IRS.

Section 8. Working Out of Class. Whenever an employee is required to work in a higher job classification, they shall receive an additional 5% for the next higher classification, 10% for a two-classification upgrade and 15% for a three-classification upgrade for the actual hours worked in the higher classification. Any member of the bargaining unit assigned as "Lead Worker" will be eligible for 8% additional pay for the period assigned as Lead Worker. Lead Worker status shall be noted on the employee's timesheet as Working Out-of-Class.

Section 10. Longevity Pay Program. An employee who completes five consecutive years (60 consecutive months) of employment in a bargaining unit position or positions, shall be paid \$1,000. All longevity pay paid under this section shall be paid in the first pay period in December.

If there is no separation in employment, the City shall pay the employee \$1,000 each year thereafter until the employee completes 10 consecutive years (120 consecutive months) of continuous employment, after which anniversary the City shall pay the employee \$1,250.

The City shall pay the employee \$1,250 each year thereafter until the employee completes 15 consecutive years (180 consecutive months) of continuous employment, after which anniversary the City shall pay the employee \$1,500. The City shall pay the employee \$1,500 each year thereafter until the employee's employment at the City ends for any reason.

ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action may include the following:

- (a) Oral reprimand.
- (b) Written reprimand.
- (c) Demotion.
- (d) Suspension.
- (e) Discharge.

Disciplinary action may be imposed upon any employee for failing to fulfill their responsibilities as an employee. Conduct reflecting discredit upon the City or department, or which is a direct hindrance to the effective performance of City functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct abuse of sick leave, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment willful violation of departmental rules or for political activities forbidden by State law. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure. Written reprimands shall not be kept in an employee's file longer than 12 months unless there is a similar disciplinary problem during this time. Oral reprimands shall not be protested through the grievance procedure.

If the Department Head or other supervisor has reason to discipline an employee, they shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 2. Discharge. An employee having less than twelve (12) months continuous service shall serve at the pleasure of the City. An employee having continuous service in excess of twelve (12) months shall be discharged only for cause. If the department head or other supervisor determines that there is cause for discharge, they shall suspend the employee without pay for five (5) calendar days and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless otherwise resolved, the dismissal shall become effective at the end of the five-day suspension. Protest of the discharge of any regular employee shall be made only through the grievance procedure set forth in Article XIII. The Union may process a grievance concerning suspension or discharge, or both, at Step 11 of the grievance procedure.

ARTICLE XIII - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation

of this Agreement shall be settled in the following manner:

Step I. The affected employee shall take up the grievance or dispute with the employee's division head or supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. Such employee may be accompanied by the Steward if they so desire. The division head or supervisor shall then attempt to adjust the matter within three (3) working days.

Step II. If the grievance has not been settled between the affected employee and the division head or supervisor, it may be presented in writing by the Union Business Manager or their designee to the Director of Public Works within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated, and the specific remedy requested. The Director of Public Works shall respond to the Union representative in writing within five (5) working days after receipt thereof.

Step III. If the grievance still remains unadjusted, it may be presented by the Union to the City Manager or their designee, within five (5) working days after the Director of Public Works action. The City Manager or their designee shall respond in writing to the Union within five (5) working days.

Step IV. If the grievance is still unsettled, either party may within ten (10) days of the decision of the City Manager or their designee(s) under Step V have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The City and the Union shall meet in a prehearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee.

The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to them. Their decision shall be based solely upon their interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating their own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript of all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance and the remedy requested shall be deemed granted.

Section 2. Stewards. Employees selected by the Union to act as Union representatives shall be known as "Stewards" and shall not exceed **four (4)** in number. **To the extent possible, each steward should be from a different division.** The names of the employees selected as Stewards, and the names of local Union representatives, state council or international representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of Stewards, accepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section hereof, shall not interfere with their or other employees' regular work assignments as employees of the City. Contacts between Stewards and employees or the Union shall be made outside working hours so as not to disrupt regular City operations. Business agent or designee may place phone calls to Steward during work hours, the Steward will return such calls while on break or lunch and this practice will not be abused.

ARTICLE XIV - SENIORITY

Section 1. Seniority. Seniority shall be an employee's length of continuous service with the bargaining unit, dating from their last date of hire, and shall apply by job classification within their division in the matter of layoff, recall and vacation.

In the event of a layoff, such employee may exercise their seniority in a lower job classification within any division they has previously worked. If the employer determines that a layoff requires seniority to be bypassed in order to retain an employee with a skill not possessed by others in the division, the employer shall notify the union at least 10 working days prior to implementation. The matter shall be subject to the grievance procedure.

Seniority shall accrue separately for each division they work in. "Division" shall be defined as:

Water Distribution
Water Treatment
Wastewater Collections
Wastewater Treatment Plant
Street Operations/Maintenance
Facilities
Cemetery
Fleet

The employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for two consecutive working days without notification to the employee's supervisor by the employee; (4) is laid off and fails to report to work within three days after being recalled; (5) is laid off from work for any reason for 24 months, or for a period of time equal to their seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if they are retired.

Section 1.1 Suspension of Seniority. Seniority shall be retained but shall not continue to accrue during (1) authorized sick leave or disability leave in excess of ninety (90) calendar days; (2) educational leave requested by the employee; (3) military leave for disciplinary reasons; (4) election to a full-time paid Union office up to one (1) year, renewable upon application; (5) other authorized leaves of absence up to ninety (90) calendar days; and (6) promotion to a supervisory position outside of the bargaining unit for six (6) months.

Section 1.2 Accrual of Seniority. Seniority shall continue to accrue during (1) authorized sick leave or disability leave up to ninety (90) calendar days; (2) vacation leave; (3) educational leave required by the City; (4) military leave as specified in Article X; (5) bereavement leave; (6) holiday leave; (7) jury duty; and (8) compensatory time off.

Section 2. Probationary Period. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a **continuous** probationary period of twelve (12) full months **of work performed** after which they shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, the assignment of educational courses and training programs and the request that such employees attend training programs on their off-duty time. Termination of a probationary employee shall not be subject to the grievance procedure under Article XIII.

Section 3. Promotional Probationary Period. Regular employees promoted into a higher classification shall serve a **continuous** promotional probationary period of **twelve (12) months of work performed**. The City may extend probation for six (6) months. Any extension beyond **eighteen (18) months** would require mutual consent

by the Union and the City. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to their previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XIII.

Section 3.1. Voluntary Stepdown. Within the first 12 months of their official promotion date, an employee may voluntarily stepdown to a lower classification.

An employee who voluntarily steps down from a promotion will enter into the job classification held by the employee taking over their now vacant position. The employee stepping down will retain years of service for purposes of calculating positional seniority equal to previous time spent in their new (lower) classification.

The employee must remain in the new (lower) classification for at least one year before consideration for future promotional opportunities.

Section 4. Promotional Opportunities. The City and the Union recognize that promotions from within the divisions increase productivity and morale. The City and the Union also recognize the affirmative action policy of the City that all job opportunities shall be advertised both within and without the City service. At the option of the City, promotional job opportunities may be advertised only within the City. Any decision made by the City regarding this option is not grievable. If two or more present employees who apply for the vacancy are equally qualified, seniority shall govern. Subject to the requirements of Oregon's Veterans Preference in Public Employment Act, if a present employee and an outside applicant are equally qualified, the present employee shall receive the appointment. Employees who are promoted shall not suffer a reduction in wages. The City shall be the judge of an employee or applicant's qualifications.

Section 5. Recall From Layoff. Recall from layoff exceeding five (5) workdays shall be by certified letter sent to the employee at their last known address furnished to the City by the employee. Laid off employees are solely responsible for assuring that the City has their current mailing addresses. The City may use any other means to return an employee sooner.

Section 6. Temporary Employees. If any regular bargaining unit employees are on a layoff status, temporary employees shall not be used to supplant the duties previously performed by such regular employees, provided such regular employees are qualified.

ARTICLE XV - GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination against an employee's race, creed, color, sex, sexual orientation, gender identity, age, national origin or disability. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designate all genders.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent themselves in individual personnel matters.

Section 2. Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreational and social affairs of the Union.
- b. Union meetings.
- c. Union elections.
- d. Reports of Union committees.
- e. Rulings or policies of the International Union.

Section 3. Visits by Union Representatives. Provided that any meetings with employees do not interfere with the employer's operations, accredited representatives of the District Council of Laborers and Laborers Union, Local #737, upon reasonable and proper introduction, shall have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this agreement. The union agrees to provide adequate advanced notice to City management so that work schedules can be adjusted to ensure employee availability.

The City agrees to allow (1) hour of paid time per year for the entire bargaining unit to meet. The union agrees to provide adequate advanced notice to City management so that work schedules can be adjusted for employee attendance at the annual union meeting. It is understood and agreed by both parties that no overtime will be incurred or paid for the purpose of employee participation in the annual meeting.

Upon delivery of a demand to open negotiations for a successor to this agreement,

the City agrees to allow bargaining unit employees up to a total of three (3) hours of time during the period of negotiations to meet with the union bargaining team for contract discussion and review without loss of compensation.

Section 4. Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry-on Union activities during working hours, except as specifically provided in this Agreement and by Oregon law.

Section 5. Existing Conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be *affected* by recognition of the Union and the execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

Section 6. Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

Section 7. Other Employment. Outside employment shall be permitted only with the express prior written approval of the City. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- 1) The need for mentally and physically alert City employees;
- 2) Insulating employees from potential conflict of interest situations;
- 3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Section 8. Supervisory Employees. It is understood that supervisory employees shall not perform work within the jurisdiction of the Union except in the case of an unforeseen emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the workload is temporarily increased.

Section 9. Uniforms, Protective Clothing and Devices. If an employee is required to wear a uniform, protective clothing, or use any type of protective device, such article shall be provided, maintained and cleaned by the City, if exposed to chemical or biohazard that require special cleaning. Employees may be provided with routine clothing items such as shirts, jackets or hats imprinted with the City's logo for easy identification in the field; however, cleaning and maintenance of routine clothing items shall be the responsibility of the employee unless special cleaning is required as described above.

Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective devices as prescribed by the City shall be cause for disciplinary action as set forth in Article XII hereof.

Section 9.1. Boot Allowance. Employees shall receive payment of \$300 per contract year of this Agreement, (\$900 total), toward the cost of the purchase or repair of shoes, boots or protective footwear (including orthotics, insoles, or weather-related footwear/gear).

Section 10. Response Time Requirement. All regular employees regularly assigned to standby status shall establish their residence to enable them to report for emergency duty within **sixty (60)** minutes of notification, including get ready time and travel time. New employees shall establish their residency within a **sixty (60)** minute response time within six (6) months of date of hire.

Section 11. Safety Committee. The City and Union will comply with all state and federal laws on this subject.

Section 12. Training Opportunities. On-the-job training may be provided by the City as time and the workload permit.

Section 13. Temporary Employees. Temporary employees shall not be used in such a way as to negate the purpose and intent of *ARTICLE XV - GENERAL PROVISIONS Section 12. Training Opportunities* relating to the operation of heavy equipment.

ARTICLE XVI - HEALTH, WELFARE AND RETIREMENT

Section 1. The Employee Health Benefits Advisory Committee including one (1) representative of Laborers Union shall meet annually for the purpose of reviewing program performance and discussing health insurance benefits in order to inform their members. The committee and the union shall be advised of any proposed

changes to the insurance benefits plan.

Health benefits and other insurance will be provided to represented employees under the same conditions and restrictions as provided to all other City employees. Employees will have a choice between two health insurance plans: the base plan that carries a \$1,500 annual deductible and premium plan that carries a \$500 annual deductible. Employees alone must pay the difference in premiums between the base plan and the premium plan each month by payroll deduction to enroll themselves and their eligible dependents in the premium plan. Coverage may be adjusted or modified by the City Manager. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Employees may choose between two dental insurance plans: Willamette Dental with Ortho and Delta Dental III with Ortho.

Section 2. The employee premium contribution shall be 10.0%. All employee premium contributions shall be made monthly by payroll deduction.

As stated in Section 1., for enrollment in the premium plan, the City shall contribute monthly the same sum of money as it contributes for the base plan and the employee shall pay the balance of the premium each month by payroll deduction.

Section 3. HRA-VEBA. The City agrees to contribute monthly an amount equivalent to 3.5% of salary for each member of the bargaining unit into an HRA-VEBA program for the duration of the contract.

Section 4. Life Insurance. The City agrees to provide each member with life insurance coverage: Employee (\$10,000) with a matching Accidental Death and Dismemberment (AD&D) policy; Dependent (\$1,000) coverage. Members may purchase additional voluntary coverage to supplement city-provided policies.

Section 5. Long Term Disability Insurance. The City agrees to provide long term disability insurance for the employee only.

Section 6. Deferred Compensation. The City agrees to contribute up to **\$100.00** per month in matching funds per member enrolled in a City deferred compensation program.

Section 7. Flexible Spending Account. Pre-tax flexible spending account options for eligible health and dependent care expenses.

Section 8. Retirement. The City agrees to maintain the existing retirement plan and to pay the employee's contribution of 6% for all employees governed by the agreement.

Section 9. Medical Coverage for Retirees. Upon retirement, employees covered by this agreement shall receive a percentage of their unused sick leave balance credited to their individual HRA/VEBA account. Credit will be paid at the employee's wage rate at retirement in accordance with the following schedule:

UNUSED SICK LEAVE HOURS	PERCENTAGE OF CREDIT
100-399	30%
400-599	40%
600-960	50%

Employees must provide, to the City, 90 days' written notice of their intent to retire to be eligible for this benefit.

No compensation for unused accrued sick leave shall be provided in an employee is terminated for any other reason.

Section 10. Mercy Flights Membership - The City Agrees to pay the annual premium for household membership in Mercy Flights for Air and Ground Ambulance transportation services.

ARTICLE XVII - WORKER'S COMPENSATION

Section 1. Worker's Compensation. All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

Section 2. Supplementary Payment. Compensation paid by the City for a period of sick leave also covered by worker's compensation time loss payments shall be equal to the difference between such payments and the employee's regular pay rate.

ARTICLE XVIII - LIABILITY INSURANCE

Section 1. Liability Insurance. The City shall purchase liability insurance to the limits set forth in Oregon Tort Claims Act (ORS 30.260 - 30.300) for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the City.

Section 2. Property Insurance. The City carries catastrophic coverage for property losses, including to employee property, resulting from fire and other catastrophes. In addition, the City will reimburse replacement costs (to the extent those costs are not covered by other insurance) if all or most of a mechanic's personal work tools are stolen from City property. To obtain reimbursement under this section, the mechanic must maintain an accurate inventory of the tools which has been provided to the City in advance of the theft, a crime report must be filed with the local police, and the mechanic must not be in any way involved in the theft.

ARTICLE XIX - SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause Should any provision of this Agreement be declared invalid by statute, competent judicial authority or by ruling of the Oregon Employment Relations Board, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In this event, either or both parties may, in writing, demand to bargain the subject of the invalidated provision(s). Upon such demand by one party to the other, bargaining shall be governed by ORS 243.698.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE XX - TERMINATION AND REOPENING

This Agreement shall be effective July 1, 2025 and shall remain in full force and effect until the 30th day of June 2028, and shall terminate all prior agreements and practices, and concludes all collective bargaining during the term of this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration or subsequent anniversary date that it wishes to modify the Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed.

City of Ashland

By _____
Sabrina Cotta, City Manager

Date _____

L.i.U.N.A Local Union 737

By _____
Zack Culver, Business Manager

Date _____

By _____
Kevin Kennel, Business Agent

Date _____

Oregon and Southern Idaho District Council of Laborers

By _____
Jeffery Gritz, Business Manager OSIDCL

Date _____

“Appendix A”
Job Classifications in the Bargaining Unit

Cemetery Sexton Mechanic

Senior Mechanic

Lube Technician

Meter Reader/Repair

Water Quality Technician

Facilities Maintenance Technician

Senior Facility Maintenance Technician

Wastewater Treatment Plant Operator I, II, III, IV

Utility Technician I, II, III, IV

Water Treatment Plant Operator I, II, III, IV

“Appendix B” Salary Schedule

City of Ashland LiUNA 737 Laborer Salary Schedule Effective 7/1/2025

Updated as of 7/7/2025

Pay Grade	JOB TITLE	Steps occur every 12 months	1	2	3	4	5	6	7	8
300		Hourly	\$24.50	\$25.23	\$25.99	\$26.77	\$27.58	\$28.41	\$29.26	\$30.14
		Annual	\$50,960.00	\$52,478.40	\$54,059.20	\$55,688.26	\$57,366.40	\$59,092.80	\$60,860.80	\$62,691.20
300 Laborer	Lube Technician									
300 Laborer	Utility Technician I									
305		Hourly	\$26.46	\$27.25	\$28.07	\$28.92	\$29.78	\$30.67	\$31.59	\$32.54
		Annual	\$55,036.80	\$56,680.00	\$58,385.60	\$60,143.32	\$61,942.40	\$63,793.60	\$65,707.20	\$67,683.20
305 Laborer	Utility Technician II									
310		Hourly	\$29.11	\$29.98	\$30.88	\$31.81	\$32.76	\$33.74	\$34.75	\$35.79
		Annual	\$60,548.80	\$62,358.40	\$64,230.40	\$66,157.65	\$68,140.80	\$70,179.20	\$72,280.00	\$74,443.20
310 Laborer	Facility Maintenance Technician									
310 Laborer	Mechanic I									
310 Laborer	Utility Technician III									
310 Laborer	Water Treatment Plant Operator I									
310 Laborer	WW Treatment Plant Operator I									
315		Hourly	\$31.44	\$32.38	\$33.35	\$34.35	\$35.38	\$36.44	\$37.53	\$38.66
		Annual	\$65,395.20	\$67,350.40	\$69,368.00	\$71,450.26	\$73,590.40	\$75,795.20	\$78,062.40	\$80,412.80
315 Laborer	Cemetery Sexton									
315 Laborer	Meter Reader/Repair Technician									
315 Laborer	Senior Facility Maintenance Technician									
315 Laborer	Senior Mechanic									
315 Laborer	Water Treatment Plant Operator II									
315 Laborer	WW Treatment Plant Operator II									
320		Hourly	\$33.95	\$34.97	\$36.02	\$37.10	\$38.21	\$39.36	\$40.54	\$41.76
		Annual	\$70,616.00	\$72,737.60	\$74,921.60	\$77,166.28	\$79,476.80	\$81,868.80	\$84,323.20	\$86,860.80
320 Laborer	Utility Technician IV									
320 Laborer	WW Treatment Plant Operator III									
320 Laborer	Water Treatment Plant Operator III									
325		Hourly	\$36.67	\$37.77	\$38.90	\$40.07	\$41.27	\$42.51	\$43.79	\$45.10
		Annual	\$76,273.60	\$78,561.60	\$80,912.00	\$83,339.58	\$85,841.60	\$88,420.80	\$91,083.20	\$93,808.00
325 Laborer	Water Quality Technician									
325 Laborer	Water Treatment Plant Operator IV									
325 Laborer	WW Treatment Plant Operator IV									

“Appendix C”

Purposes for Sick Leave

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological, adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employee was or is in a relationship of in loco parentis, and any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

“Appendix D” Certification and Continuing Education Incentive

Section 1. Purpose

This Appendix outlines the incentives and conditions for employees covered by this Agreement who obtain and maintain job-related certifications and complete approved continuing education or training, in recognition of their contributions to operational excellence and professional development.

Section 2. Maximum Incentive Cap

The combined total of all certification incentive pay, and continuing education incentive pay shall not exceed **\$1.50 per hour**. No employee shall receive more than this amount in total incentive pay under this Article.

Section 3. Certification Incentive Pay

3.1 Eligibility

Employees who obtain and maintain approved certifications relevant to their current job classification shall be eligible to receive certification incentive pay. Eligibility is subject to the approval of the Division Supervisor and, where applicable, the Deputy Public Works Director or Public Works Director. All certifications must be beneficial to the City and directly related to the employee's assigned duties.

3.2 Incentive Tiers by Certification Area

Certification incentive pay shall be awarded based on the following schedules:

A. Water Distribution and Wastewater Collections (State of Oregon):

- Level 1 Certification – **\$0.75/hour**
- Level 2 Certification – **\$1.00/hour**
- Level 3 or 4 Certification – **\$1.25/hour**

B. Water and Wastewater Treatment Plant Operators (State of Oregon):

- Level 1 or 2 Certification – **\$0.75/hour**
- Level 3 or 4 Certification – **\$1.25/hour**

C. Mechanics (ASE/EV Certifications):

- Two (2) ASE Certifications – **\$0.75/hour**
- EV1 or Four (4) ASE Certifications – **\$1.00/hour**
- EV2, EV3, or Six (6) ASE Certifications – **\$1.25/hour**

D. Other Public Works (Other Approved Certifications):

- Each approved certification – **\$0.75/hour**
- Must be approved by both the Division Supervisor and Deputy Public Works Director

Note: An employee may receive certification pay for a maximum of **three (3) certifications**, not to exceed a total of **\$1.50/hour**. Within each category, only the **highest applicable level** of incentive shall apply. Certification incentives are not cumulative within the same series.

Section 4. Continuing Education Requirements

4.1 Required Training for Certification Maintenance

Employees are responsible for maintaining their certifications, including completion of continuing education hours (CEUs) required by the certifying agency (e.g., OHA, DEQ, ASE). Failure to maintain certification shall result in the suspension or forfeiture of the related incentive pay.

Employees must report certification renewals and provide documentation to their Division Supervisor and Human Resources **prior to the renewal**.

Management reserves the right to request additional documentation if initial proof is insufficient.

4.2 Annual Continuing Education for Non-Renewable Certifications

For certifications that do not require formal renewal, employees must complete **eight (8) hours of approved job-related training per year per \$0.75/hour incentive** in order to retain eligibility for certification incentive pay.

Section 5. Voluntary Continuing Education Incentive Pay

In addition to the certification incentives, employees may receive **continuing education pay differentials** for completing approved training hours beyond certification requirements:

- **Level 1:** 8–15 hours annually – **\$0.75/hour**
- **Level 2:** 16+ hours annually – **\$1.00/hour**

5.1 Conditions

- All training must be pre-approved by the Division Supervisor.
- Training must be directly relevant to the employee's position.
- Pay differentials shall apply for the following fiscal year based on training completed between **July 1 and June 30**.

- Hours may not be carried over except where required for certification maintenance (up to 20 hours per fiscal year).

5.2 Certification Expiration and Reinstatement

If a certification expires and is not renewed by the employee's renewal date, the related certification incentive pay shall immediately cease. The employee shall not be eligible to receive that certification's pay benefit again until **July 1 of the following fiscal year**, and only if the certification is fully renewed and proof of renewal is submitted to their Division Supervisor and Human Resources **prior to that date**.

Section 6. Documentation and Records

- Employees and supervisors are jointly responsible for tracking and documenting certification and training hours.
- It is the responsibility of the employee that all documentation be submitted to Human Resources by **June 30** of each year to ensure continued eligibility for the next fiscal year.

SALARY ADJUSTMENT BASED ON PROPOSED LIUNA LABORER CBA

*As of January 2025

INITIAL PLACEMENT						ADDITIONAL STEP IF LESS THAN 2.5%					July 1, 2026 - 2%		July 1, 2027 - 2%	
Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	\$ Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference
	300													
Lube Tech	300 Laborer	5	\$27.58	\$57,366.40	0.3%	\$28.41	3.3%	\$59,092.80	\$0.90	\$1,871.48	\$0.57	\$1,181.86	\$0.58	\$1,205.49
Utility Tech I	300 Laborer	5	\$27.58	\$57,366.40	0.3%	\$28.41	3.3%	\$59,092.80	\$0.90	\$1,871.48	\$0.57	\$1,181.86	\$0.58	\$1,205.49
Utility Tech I	300 Laborer	1	\$24.50	\$50,960.00	5.1%				\$1.18	\$2,458.35	\$0.49	\$1,019.20	\$0.50	\$1,039.58
Utility Tech I	300 Laborer	3	\$25.99	\$54,059.20	5.1%				\$1.27	\$2,647.32	\$0.52	\$1,081.18	\$0.53	\$1,102.81
Utility Tech I	300 Laborer	1	\$24.50	\$50,960.00	5.1%				\$1.18	\$2,458.35	\$0.49	\$1,019.20	\$0.50	\$1,039.58
Utility Tech I	300 Laborer	1	\$24.50	\$50,960.00	5.1%				\$1.18	\$2,458.35	\$0.49	\$1,019.20	\$0.50	\$1,039.58
Utility Tech I	300 Laborer	1	\$24.50	\$50,960.00	5.1%				\$1.18	\$2,458.35	\$0.49	\$1,019.20	\$0.50	\$1,039.58
Utility Tech I	300 Laborer	1	\$24.50	\$50,960.00	5.1%				\$1.18	\$2,458.35	\$0.49	\$1,019.20	\$0.50	\$1,039.58
	305													
Utility Technician II	305 Laborer	2	\$28.92	\$60,153.60	0.1%	\$29.78	3.1%	\$61,942.40	\$0.89	\$1,859.73	\$0.60	\$1,238.85	\$0.61	\$1,263.62
Utility Technician II	305 Laborer	6	\$30.67	\$63,793.60	1.1%	\$31.59	4.2%	\$65,707.20	\$1.26	\$2,620.54	\$0.63	\$1,314.14	\$0.64	\$1,340.43
Utility Technician II	305 Laborer	6	\$30.67	\$63,793.60	1.1%	\$31.59	4.2%	\$65,707.20	\$1.26	\$2,620.54	\$0.63	\$1,314.14	\$0.64	\$1,340.43
Utility Technician II	305 Laborer	4	\$28.92	\$60,153.60	2.0%	\$29.78	5.1%	\$61,942.40	\$1.44	\$2,987.71	\$0.60	\$1,238.85	\$0.61	\$1,263.62
Utility Technician II	305 Laborer				VACANT									
	310													
Facility Maintenance Tech	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Uitlity Technician III	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Uitlity Technician III	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Uitlity Technician III	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Uitlity Technician III	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Uitlity Technician III	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Uitlity Technician III	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
Uitlity Technician III	310 Laborer	6	\$33.74	\$70,179.20	0.9%	\$34.75	3.9%	\$72,280.00	\$1.31	\$2,726.88	\$0.70	\$1,445.60	\$0.71	\$1,474.51
WW Treatment Plant Operator I	310 Laborer	3	\$32.76	\$68,140.80	2.9%				\$0.91	\$1,899.66	\$0.66	\$1,362.82	\$0.67	\$1,390.07
Mechanic I	310 Laborer	1	\$30.88	\$64,230.40	2.8%				\$0.84	\$1,738.88	\$0.62	\$1,284.61	\$0.63	\$1,310.30
Mechanic I	310 Laborer	1	\$29.11	\$60,548.80	2.7%				\$0.77	\$1,594.06	\$0.58	\$1,210.98	\$0.59	\$1,235.20
Uitlity Technician III	310 Laborer	1	\$29.11	\$60,548.80	2.7%				\$0.77	\$1,594.11	\$0.58	\$1,210.98	\$0.59	\$1,235.20
Uitlity Technician III	310 Laborer	3	\$32.76	\$68,140.80	2.9%				\$0.91	\$1,899.66	\$0.66	\$1,362.82	\$0.67	\$1,390.07
Uitlity Technician III	310 Laborer	3	\$30.88	\$64,230.40	2.8%				\$0.84	\$1,738.88	\$0.62	\$1,284.61	\$0.63	\$1,310.30
Uitlity Technician III	310 Laborer	3	\$30.88	\$64,230.40	2.8%				\$0.84	\$1,738.88	\$0.62	\$1,284.61	\$0.63	\$1,310.30
Uitlity Technician III	310 Laborer	3	\$30.88	\$64,230.40	2.8%				\$0.84	\$1,738.88	\$0.62	\$1,284.61	\$0.63	\$1,310.30
Uitlity Technician III	310 Laborer	3	\$30.88	\$64,230.40	2.8%				\$0.84	\$1,738.88	\$0.62	\$1,284.61	\$0.63	\$1,310.30
Uitlity Technician III	310 Laborer	3	\$32.76	\$68,140.80	2.9%				\$0.91	\$1,899.66	\$0.66	\$1,362.82	\$0.67	\$1,390.07
Uitlity Technician III	310 Laborer	5	\$32.76	\$68,140.80	2.9%				\$0.91	\$1,899.56	\$0.66	\$1,362.82	\$0.67	\$1,390.07
Mechanic I	310 Laborer	1	\$29.11	\$60,548.80	7.8%				\$2.12	\$4,401.70	\$0.58	\$1,210.98	\$0.59	\$1,235.20
Mechanic I	310 Laborer	1	\$29.11	\$60,548.80	7.8%				\$2.12	\$4,401.70	\$0.58	\$1,210.98	\$0.59	\$1,235.20
Uitlity Technician III	310 Laborer				VACANT									
WW Treatment Plant Operator I	310 Laborer				VACANT									

SALARY ADJUSTMENT BASED ON PROPOSED LIUNA LABORER CBA

*As of January 2025

INITIAL PLACEMENT

ADDITIONAL STEP IF LESS THAN 2.5%

July 1, 2026 - 2%

July 1, 2027 - 2%

Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	\$ Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference
	315													
Water Treatment Plant Operator II	315 Laborer	5	\$35.38	\$73,590.40	0.8%	\$36.44	3.8%	\$75,795.20	\$1.33	\$2,764.32	\$0.73	\$1,515.90	\$0.74	\$1,546.22
Water Treatment Plant Operator II	315 Laborer	5	\$35.38	\$73,590.40	0.8%	\$36.44	3.8%	\$75,795.20	\$1.33	\$2,764.32	\$0.73	\$1,515.90	\$0.74	\$1,546.22
Meter Reader/Repair Tech	315 Laborer	2	\$32.38	\$67,350.40	1.7%	\$33.35	4.7%	\$69,368.00	\$1.50	\$3,126.76	\$0.67	\$1,387.36	\$0.68	\$1,415.11
Cemetery Sexton	315 Laborer	7	\$37.53	\$78,062.40	1.8%	\$38.66	4.9%	\$80,412.80	\$1.79	\$3,730.48	\$0.77	\$1,608.26	\$0.79	\$1,640.42
VW Treatment Plant Operator II	315 Laborer	4	\$34.35	\$71,448.00	2.7%				\$0.91	\$1,894.88	\$0.69	\$1,428.96	\$0.70	\$1,457.54
Water Treatment Plant Operator II	315 Laborer				VACANT									
	320													
Utility Technician IV	320 Laborer	4	\$37.10	\$77,168.00	0.6%	\$38.21	3.6%	\$79,476.80	\$1.34	\$2,794.48	\$0.76	\$1,589.54	\$0.78	\$1,621.33
Utility Technician IV	320 Laborer	4	\$37.10	\$77,168.00	0.6%	\$38.21	3.6%	\$79,476.80	\$1.34	\$2,794.48	\$0.76	\$1,589.54	\$0.78	\$1,621.33
VW Treatment Plant Operator III	320 Laborer	4	\$37.10	\$77,168.00	0.6%	\$38.21	3.6%	\$79,476.80	\$1.34	\$2,794.48	\$0.76	\$1,589.54	\$0.78	\$1,621.33
	325													
Water Quality Technician	325 Laborer	3	\$38.90	\$80,912.00	0.5%	\$40.07	3.5%	\$83,339.58	\$1.36	\$2,823.04	\$0.80	\$1,672.93	\$0.82	\$1,700.25
Water Quality Technician	325 Laborer	3	\$38.90	\$80,912.00	0.5%	\$40.07	3.5%	\$83,339.58	\$1.36	\$2,823.04	\$0.80	\$1,672.93	\$0.82	\$1,700.25
Water Treatment Plant Operator IV	325 Laborer	3	\$38.90	\$80,912.00	0.5%	\$40.07	3.5%	\$83,339.58	\$1.36	\$2,823.04	\$0.80	\$1,672.93	\$0.82	\$1,700.25
VW Treatment Plant Operator IV	325 Laborer	3	\$38.90	\$80,912.00	0.5%	\$40.07	3.5%	\$83,339.58	\$1.36	\$2,823.04	\$0.80	\$1,672.93	\$0.82	\$1,700.25

	Average % increase	Average increase per hour	Average Annual Difference
2025	3.9%	\$1.21	\$2,521.48
2026	2.0%	\$0.65	\$1,359.46
2027	2.0%	\$0.67	\$1,386.06

RESOLUTION NO. 2022-26

**A RESOLUTION OF THE CITY OF ASHLAND CLARIFYING CERTAIN
CONDITIONS OF EMPLOYMENT FOR MANAGEMENT, CONFIDENTIAL AND
NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION 2021-
18.**

Recitals:

- A. The City of Ashland has negotiated collective bargaining agreements with all employees who are members of labor unions;
- B. The management, confidential and non-represented employees of the City are not members of a labor organization established for the purpose of collectively negotiating the terms and conditions of their employment; and
- C. It is in the best interest of the City and efficient and effective government to clearly set forth the City's expectations for the performance of its management, confidential and non-represented employees;

The mayor and council resolve as follows:

- 1. **Scope of Resolution.** This 2022 resolution shall apply to all management, confidential and non-represented employees of the City of Ashland as set forth in Appendix "A", dated July 2022. This resolution does not apply to any employee who is a member of any collective bargaining unit.
- 2. **Definitions.**
 - 2.1. **Confidential employee.** As defined in ORS 243.650(6), a confidential employee is one who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining. Confidential employees are paid hourly for work performed and they are subject to payment for overtime according to the Fair Labor Standards Act. Confidential employee includes those classifications in Appendix "A" under "Confidential."
 - 2.2. **Department head.** A person directly responsible to the City Manager for the administration of a department. Department heads are exempt from overtime payment. Department heads include those Management classifications in Appendix "A" under "Department heads."
 - 2.3 **Exempt Supervisor.** A person directly responsible to a department head or the

City Manager for the operational functions of a city department or division. Exempt supervisors do not qualify for payment of overtime on the basis of job duties, salary, or other exemptions under the Fair Labor Standards Act (FLSA). Division supervisors include those Management classifications in Appendix "A" under "division supervisors."

- 2.4 Non-Exempt Supervisor. A person reporting to a division supervisor or department head who may receive overtime payment for work outside their normal scope and duties. Non-Exempt supervisory positions require autonomy, independent decision making, planning, and may provide supervision to other personnel.
- 2.5 Employee. A person in any of the classifications listed in Appendix "A" who works for the City full-time or part-time in a regular or temporary position and who is not performing work as a principal, employee, or agent of an independent contractor.
- 2.6 Management or Manager. Those classifications included in Appendix "A" under the title "Executive Management" including Department Heads and some Exempt Supervisors.
- 2.7 Probationary Employee. A person appointed to a regular position but who has not completed a probationary period during which the employee is required to demonstrate fitness for the position by actual performance of the duties of the position.
- 2.8 Regular Position/Regular Employee. A regular position is one with an ongoing defined or recurring work schedule and is not a temporary position. A regular employee is a person with hired by the City to fill a regular position.
- 2.9 Supervisor. Any person responsible to a higher divisional or departmental level authority who directs the work of others and who is not in a collective bargaining unit.

3. Purpose. The purpose of this resolution is set forth generally in the preamble. More specifically, the resolution has three fundamental purposes:

- 3.1. To clearly establish which classifications in the City service are management or confidential.
- 3.2. To clearly set forth the functions of management and to establish criteria for the evaluation of managerial performance.
- 3.3. To establish the personnel policies governing the conditions of employment of management, confidential and non-represented employees.

4. **Managerial Performance.**

- 4.1. **Goal Setting.** Overall goals for the City of Ashland are set by the Mayor and City Council. Operational goals and short- range objectives are set by the City Manager working with department heads. Resources for achieving all goals and objectives are provided via the annual budget.
- 4.2. **Managerial Responsibilities.** Each of the City's managers at a minimum have the following responsibilities:
 - 4.2.1. Complete tasks and assigned work properly and on time,
 - 4.2.2. Maintain a safe and healthy work environment,
 - 4.2.3. Encourage teamwork, and foster cooperation, collaboration and communication among employees and departments,
 - 4.2.4. Develop employee skills; both technical and interpersonal,
 - 4.2.5. Keep accurate records and reports, and
 - 4.2.6. Actively promote equity, diversity and inclusion at all levels of the organization.
- 4.3. **General Expectations Regarding Management Employees.** In addition to the managerial responsibilities mentioned above, there are also general City expectations of its managers.
 - 4.3.1. **Job Commitment.** All management employees are expected to have a high degree of commitment to the City of Ashland and to their jobs. When a new manager is hired, the City expects a commitment of continued service of at least three years unless unforeseen circumstances warrant earlier resignation or termination.

Management employees are expected to devote whatever hours are necessary for the accomplishment of their duties as part of their normal work week. Overtime will only be paid as set forth in section 14.3. Consistent with administrative policy, exempt management employees may flex their schedules as long as their absence does not unreasonably interfere with the City's operations.

In the event of voluntary termination, management employees are expected to give a minimum of 30 calendar days' notice in order to give the City adequate time to recruit a qualified replacement.
 - 4.3.2. **Professionalism.** Management employees are expected to maintain the standards of their individual profession. This includes remaining current with new developments, maintaining memberships in professional societies, and attending meetings with professionals in their field. Where

professionals have codes of ethics or standards of performance, these should also be followed in the managers work for the City of Ashland.

4.3.3. Termination. If at any time an exempt, or supervisory employee's performance is deemed unacceptable, the City Manager or appropriate department head may ask for the employee's resignation. In most cases, reasonable time will be given to the employee to find other suitable employment. Depending on overall circumstances, the City, in its sole discretion, may or may not provide severance pay in the event of resignation or involuntary termination.

4.3.4. Residency. Residency within the Urban Growth Boundary is strongly encouraged for the City Manager and for department heads. Existing City employees promoted into the position of department head will not be required to move as a result of a promotion but are strongly encouraged to move within the Urban Growth Boundary once appointed as a department head.

Management employees within the following job classifications shall establish their residences to enable them to report for emergency duty within 40 minutes of notification, including "get ready" and travel time:

Deputy Public Works Director of Operations
 Street Supervisor
 Wastewater and Water Reuse Supervisor
 Water Quality and Distribution Supervisor
 Water Treatment Plant Supervisor
 Electric Operations Superintendent
 Fire Division Chief (Forestry, Fire and Life Safety) Divisions
 Deputy Police Chief
 Police Lieutenant
 Police Sergeant
 Computer Services Manager
 AFN Operations Manager
 Network Administrator
 Senior Information Systems Analyst
 Maintenance and Safety Supervisor

Residence shall be established by new employees in these classifications within these boundaries or limitations within a period of twelve months of hire or promotion. Department heads may identify other positions which require emergency response within 40 minutes to meet operational requirements.

4.4. Essential Management Functions. The following are the essential functions of all City management positions and the expected standards for their performance:

- 4.4.1. Planning. Anticipates future needs and makes plans for meeting them; recognizes potential problems and develops strategies for averting or resolving them; makes long- and short-range plans to accomplish City and departmental goals.
- 4.4.2. Organizing. Efficiently and economically organizes and carries out assigned operations; carries out responsibilities in a sound and logical manner; operates the unit smoothly and in a well-organized manner; effectively delegates authority and establishes appropriate work rules.
- 4.4.3. Coordinating. Coordinates all activities related to work objectives; maintains coordination and cooperation with other departments and divisions; maintains good communication with employees and empowers employees to make significant contributions to the accomplishment of objectives.
- 4.4.4. Leadership Motivation. Creates a climate providing challenge and motivation to employees.
- 4.4.5. Decision Making/Problem Solving. Analyzes situations and problems, weighs the pros and cons of alternative solutions, exercises logical thinking and good judgment, is creative, and can make timely decisions.
- 4.4.6. Employee Relations. Equitably adjusts grievances among subordinate employees, properly administers union agreements, and administers discipline in a fair, equitable and progressive manner; trains and develops subordinate employees.
- 4.4.7. Public Relations. Maintains a high level of contact with the public, maintains a sensitivity to the public's needs, and meets the needs of the public within available resources. Develops proactive communication strategies and actions.
- 4.4.8. Budgeting. Prepares operational and capital budgets to meet the goals of the City Council and expends funds within adopted budgeted limits.
- 4.4.9. Safety. Maintains a safe, clean, effective work environment, and supports the City's overall safety program.
- 4.4.10. Self-Development. Stays current with new ideas, technology and procedures in the manager's field of responsibility.
- 4.4.11. Affirmative Action. Actively supports and implements Affirmative Action within the manager's area of responsibility, including the hiring and promotion of women, minorities, and the disabled. Is sensitive to sexual

harassment in the workplace and understands and enforces the City's Harassment and Non-discrimination policy within area of responsibility.

4.4.12. Adherence to City Policies. Ensures that work activities are performed in conformance with requirements of the Ashland Municipal Code and adopted administrative policies.

5. **Holidays.** Recognized holidays are set forth in AMC §3.08.080. For convenience they are listed here:

New Year's Day (January 1)
 Martin Luther King Day (3rd Monday in January)
 President's Day (3rd Monday in February)
 Memorial Day (last Monday in May)
 Juneteenth National Independence Day (3rd Monday in June)
 Independence Day (July 4)
 Labor Day (1st Monday in September)
 Veteran's Day (November 11)
 Thanksgiving Day (4th Thursday in November)
 Day after Thanksgiving (in lieu of Lincoln's birthday)
 Christmas Day (December 25)

- 5.1. Police Sergeants shall receive paid compensation in addition to regular salary for each of the holidays listed above, in lieu of time off consistent with what is afforded other law enforcement officers of the City of Ashland. This shall be paid on the first payday in December of each year. Newly hired Police Sergeants shall receive this paid compensation pro-rated from the date of hire. In the event that a Sergeant terminates employment for any reason, he or she will receive pay only for the holidays which have elapsed that calendar year. If more holidays have been taken as time off than have actually occurred at the time of termination, those hours overpaid will be deducted from the employee's final paycheck unless other arrangements are made to repay the City.
- 5.2. If an employee is on authorized vacation or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.
- 5.3. Employees working an alternate work schedule will receive compensation for 8 hours. Employees working four 10-hour days will receive (8) hours compensation for any holiday that falls in their regular workday. Employees may use accrued vacation or compensatory time (if applicable) to make up the extra two hours, or they may be permitted to flex their schedule during a week which contains a holiday to ensure they receive full pay. In no event shall an exempt employee receive pay for more than 40 hours/week due to a holiday or alternate work schedule arrangement.

- 5.4 Employees covered by this Resolution shall be paid no more than 88 hours/year for recognized city holidays. If an employee works on a designated City Holiday, he or she may take the equivalent holiday off on another date.

6. Vacations for Management and Confidential Employees.

- 6.1. Eligibility. Management employees shall be eligible for vacation with pay in accordance with the following sections:

- 6.1.1. Employees with less than four full years of continuous service shall accrue 10 hours of vacation for each calendar month of service worked.
- 6.1.2. Employees with more than four but less than nine full years of continuous service shall accrue 12 hours of vacation credit for each calendar month of service.
- 6.1.3. Employees with more than nine but less than 14 full years of continuous service shall accrue 14 hours of vacation credit for each calendar month of service.
- 6.1.4. Employees with more than 14 but less than 19 full years of continuous service shall accrue 16 hours of vacation credit for each calendar month of service.
- 6.1.5. Employees with more than 19 full years of continuous service shall accrue 20 hours of vacation credit for each calendar month of service

(NOTE: The above schedule includes one day of leave which was previously designated as "birthday holiday".

- 6.2. Utilization. Vacation leave shall not be taken in excess of that actually accrued. However, the City Manager has the discretion to authorize any management employee to take vacation in advance of accrual when warranted by special circumstances.
- 6.3. Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employee. Time spent by the employee on City-authorized, City-paid absences shall be included as continuous service. Time spent on unpaid absences shall not be counted as service, provided that employees returning from such absences shall be entitled to credit for service prior to the leave.
- 6.4. Accrual Limitation. Management and Confidential employees are encouraged to take at least 75% of their annual vacation accrual as time off each year. All Management and Confidential employees may elect to receive up to 40 hours as cash on the first paycheck in April each year. The balance not elected for cash

payment will be added to their cumulative vacation accrual. In no event shall the employee's total vacation accrual exceed twice the amount of the employee's annual accrual without written approval from the employee's department head.

- 6.5. Scheduling. Vacation times shall be scheduled based on the City Manager's or department head's judgment as to the needs of efficient operations.
- 6.6. Payment on Termination. An employee terminated after six-months employment shall be entitled to prorated payment for accrued vacation leave at the rate as of the date of termination. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.
- 6.7. Administrative Leave. Exempt management employees may be granted up to one week of Administrative Leave each July at the discretion of their department head or the City Manager. The purpose of Administrative Leave is to recognize the extra hours required of exempt managers for which no overtime compensation is afforded. No cash payment will be made for Administrative Leave, and it can only be taken as time off during the year in which it is granted. Administrative Leave must be used by June 30th each year or it will be forfeited. In the event of termination or retirement, no cash payment will be made for Administrative Leave. In the event of a termination, the City may require prorated repayment of Administrative leave at the rate of 3.3333 hours for each calendar month remaining in the year after the date of termination.

7. Hours of Work for Confidential Employees.

- 7.1. Workweek. The workweek, to the extent consistent with operating requirements, shall normally consist of five consecutive days as scheduled by the department heads or other responsible authority.
- 7.2. Hours. The regular hours of an employee shall be 8 1/2 consecutive hours, including 1/2 hour for a meal period, which shall not be paid.
- 7.3. Work Schedules. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. It shall be the responsibility of the department head to notify employees of their scheduled shifts, workdays, and hours.
- 7.4. Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to operating requirements and each employee's duties.
- 7.5. Meal Periods. To the extent consistent with operating requirements of the respective department, meal periods shall be scheduled in the middle of the work shift.

8. Sick Leave.

- 8.1. Purpose. Sick leave is provided for the sole purpose of providing financial security to employees and their families. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ashland.
- 8.2. Accumulation. For the purpose stated above, sick leave shall be earned by each employee at the rate of eight hours for each full calendar month of service. As condition precedent to any sick leave payment, sick leave may be taken only for the purposes specified in sections 8.1 and 8.3. The maximum accrual cannot exceed 960 hours. Sick leave shall continue to accrue only during leaves of absence with pay.
- 8.3. Utilization. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify the department head or City Administrator of absence due to illness or injury, the nature and expected length of the absence, as soon as possible prior to the beginning of the next scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. For absences longer than 24 hours, employees must notify their department head on a daily basis. At the option of the department head or City Administrator, a doctor's certificate of illness may be required as a pre-requisite for the payment of sick leave.

Non-exempt employees may be granted sick leave for doctor or dental appointments at the discretion of the department head. Such time off shall be charged against sick leave time on an hourly basis. All employees covered by this resolution may be granted the use of sick leave for the illness or injury of a family member in accordance with Oregon Family & Medical Leave Act (OFMLA), and/or the Federal Family & Medical Leave Act (FMLA), and/or anyone residing at their place of residence. Use of sick leave to care for ill and injured family members is subject to department head review and applicable City policy. The City may request medical documentation before granting paid sick leave for this purpose.

- 8.4. Integration with Worker's compensation. When injury occurs in the course of employment, the City's obligation to pay is limited to the difference between any payment received under workers' compensation laws and the employee's regular pay. In such instances, pro-rata charges will be made against accrued sick leave until sick leave is exhausted. Thereafter, the only compensation will be workers' compensation benefits, if any.
- 8.5. Sick Leave - Without Pay. Sick leave is provided by the city in the nature of insurance against loss of income due to the illness or injury. No compensation for

accrued sick leave shall be provided for any employee upon death or termination of employment, except that upon retirement accumulated sick leave will be applied as provided in ORS 238.350. Sick leave shall not accrue during any leave of absence without pay.

- 8.6. **Pay for Unused Sick Leave.** All Management and Confidential employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

Annual Accrual:	96	96	96	96
Sick leave hours <u>used</u> by employee during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used up to 40/year are added back for the purpose of calculating the sick leave incentive:	$96 - 100 = -4 + 40 = 36 / 3 = 12$	$96 - 30 = 66 + 30 = 96 / 3 = 32$	$96 - 10 = 86 + 10 = 96 / 3 = 32$	$96 - 152 = -56 + 40 = -16 / 3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

9. **Bereavement Leave.** An employee may be granted five calendar days' bereavement leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or other relatives living in the same household. Leave with pay, for up to four hours may be granted when an employee serves as a pallbearer.

10. **Other Leaves of Absence**

- 10.1. **Criteria and Procedure.** Leaves of absence without pay not to exceed 90 calendar days may be granted upon establishment of reasonable justification in instances where the work of the department will not be seriously handicapped by temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City.

- 10.2. Jury Duty. Employees shall be granted leave with pay for service upon a jury. Employees may keep any payment for mileage, but all other stipends for service must be paid to the City. Upon being excused from jury service for any day an employee shall immediately contact the supervisor for assignment for the remainder of their regular workday.
- 10.3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation received as witness fees.
- 10.4. Required Court Appearances. Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.
- 10.5. Family Medical Leave. Leave in accordance with the Federal Family and Medical Leave Act and the Oregon Family Medical Leave Act shall be granted to employees eligible under those acts and for the purposes described in those acts. Leave may be unpaid or paid as provided in these acts.
- 10.6. Military Leave. Military leave shall be granted in accordance with ORS 408.290.
- 10.7. Failure to Return from Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and the position shall be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of not being able to work by reason of sickness, physical disability or other legitimate reason beyond the employee's control.

11. Discipline and Discharge. The following section applies only to those employees subject to this resolution who do not have a written individual employment agreement with the City.

- 11.1. Discipline. The City shall abide by the legal requirements of due process prior to taking disciplinary action. Disciplinary action may include the following:
 - (a) Oral reprimand
 - (b) Written reprimand
 - (c) Demotion
 - (d) Suspension
 - (e) Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill

responsibilities as an employee. Conduct reflecting discredit upon the City or department, or which is a direct hindrance to the effective performance of city functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules or this management resolution, commission of any matter listed in AMC §3.08.030.B or for political activities forbidden by state law.

- 11.2. Discharge. An employee having less than twelve months of continuous service shall serve at the pleasure of the city. An employee having continuous service in excess of twelve months may be discharged only for cause.
- 11.3. Due Process. Due process procedures shall be followed before a suspension without pay, demotion or discharge is imposed upon an employee.

Employees, other than those appointed by the Mayor and confirmed by City Council, may appeal a suspension without pay, demotion or discharge to the City Manager. The City Manager's decision shall be final.

12. Probationary Period.

- 12.1. New Employee Probationary Period. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the departments by observing a new employee's work and training, by aiding new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee shall serve a minimum probationary period of 12 months after which, upon recommendation of the department head, the employee shall be considered a regular employee. The probationary period may be extended upon request of the department head if an adequate determination cannot be made at the end of the probationary period.
- 12.2. Promotional Probationary Period. An employee promoted into a management or confidential position will be required to serve a six-month promotional probationary period. The City may at any time demote an employee on promotional probationary status to the employee's previous position with or without cause.

13. General Provisions.

- 13.1. Non-Discrimination. The provisions of this resolution shall be applied equally to all employees without discrimination as to race, color, religion, marital status, age, national origin, sex, sexual orientation or disability.
- 13.2. Other/Outside Employment. Outside employment shall be permitted only with

the express prior written approval of the department head or City Manager. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

1. The need for mentally and physically alert City employees;
2. Insulating employees from potential conflict of interest situations;
3. Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day. In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

13.3. Worker's compensation. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City. Compensation paid by the City for a period of sick leave also covered by workers' compensation shall be equal to the difference between the Workers' compensation pay for lost time and the employee's regular pay rate.

13.4. Liability Insurance. The City shall purchase liability insurance in the maximum amounts set forth in ORS 30.270 for the protection of employees against claims against them incurred in or arising out of the performance of their official duties.

14. Compensation

14.1. Pay Periods. Employees shall be paid on a bi-weekly basis, on every other Friday. In the event a regularly scheduled pay date falls on a holiday, the preceding workday shall be the pay date.

14.2. Compensation - Pay Schedule. When any position not listed on the pay schedule is established, the City Manager shall designate a job classification and pay rate for the position in accordance with sections 3.08.050 and 3.08.070 of the Ashland Municipal Code.

14.3. Overtime. Exempt management employees are expected to devote whatever time is necessary to accomplish their jobs. For all non-exempt employees, the City has the right to assign overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal service and the public interest.

14.4. Form of Compensation. The City Manager, City Attorney, department heads and exempt supervisors are not eligible for paid overtime but are allowed compensatory time off at their own discretion depending on the operating requirements of the City. Non-Exempt supervisors and confidential personnel

shall be compensated in the form of pay at the rate of time and one-half the regular rate for overtime work or given equivalent time off at the option of the City. No employee shall have more than 40 hours of compensatory time on the records at any time.

14.5. Administration of Pay Plan. Employees shall be entitled to pay in accordance with the current salary resolution. In the event of a vacancy, the City Manager may appoint a new employee at any appropriate step within the pay range.

14.6 Cost of Living Adjustment (COLA). The salary schedule for all positions covered by this Resolution shall be adjusted annually as follows:

- July 1, 2022 4%
- July 1, 2023 4%
- July 1, 2024 3%

14.7 Longevity Pay: Employees shall be entitled to an annual bonus to be paid on the first pay date in December as outlined below in recognition of their service to the City.

- Upon 5 year anniversary annual bonus of \$1000
- Upon 10 year anniversary annual bonus of \$1250
- Upon 15 years anniversary annual bonus of \$1500

14.8 Executive Recruitment

The City Manager may negotiate Executive Level recruitments and terminations within budgeted amounts for the purposes of:

- Staying competitive
- Internal equity
- Diversification of workforce
- Organizational continuity
- The transition to an at-will workforce under a City Manager form of government

15. Health, Welfare and Retirement.

The City agrees to provide health, welfare, and retirement benefits in accordance with Appendix "B" for employees subject to this resolution.

16. Compliance with FLSA.

This resolution shall be interpreted in a manner to preserve the exempt status of the City's bona fide administrative, executive, and professional employees, as those terms are used in the Federal Fair Labor Standards Act (FLSA). Such exempt employees shall not have their pay docked or reduced in any manner that would be inconsistent with the salary test set forth in the FLSA, and they are not subject to disciplinary suspensions of less than a week except for major

safety violations.

17. **Effective Date.** This resolution shall be effective from **July 01, 2022** to **June 30, 2025.**

This resolution was read by title only in accordance with Ashland Municipal Code §2.04.090
duly PASSED and ADOPTED this 16th day of August, 2022.

DocuSigned by:

Melissa Huhtala

A02A82A0E5F2482...

Melissa Huhtala, City Recorder

SIGNED and APPROVED this 16th day of August, 2022.

DocuSigned by:

Julie Akins

5AE56C75674491...

Julie Akins, Mayor

Reviewed as to form:

DocuSigned by:

Doug McGeary

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Doug McGeary, Interim City Attorney

APPENDIX "A" Classifications in the Management and Confidential Employee Groups and Non-represented

EXECUTIVE MANAGEMENT		
	TITLE	JOB CLASS
1	City Manager	Exempt 501
2	Deputy City Manager	Exempt 502
3	City Attorney	Exempt 502
4	Director Finance	Exempt 504
5	Director Comm. Dev	Exempt 504
6	Director PW	Exempt 504
7	Director Parks and Recreation	Exempt 504
8	Fire Chief	Exempt 504
9	Director Human Resources	Exempt 504
10	Police Chief	Exempt 504
11	Director Electric	Exempt 504
12	Director of Innovation & Technology	Exempt 504
13	Assistant to the City Manager	Exempt 506
SUPERVISORY		
	TITLE	JOB CLASS
EXEMPT SUPERVISORS		
1	Deputy Fire Chief/ Fire Marshal	Exempt 511
2	Deputy Police Chief	Exempt 511
3	Deputy Public Works Director	Exempt 503
4	Emergency Management Coordinator/ Fire Division Chief	Exempt 503
5	Patrol Lieutenant	Exempt 503
6	Building Official	Exempt 525
7	Planning Manager	Exempt 525
8	Computer Services Mgr.	Exempt 515
9	AFN Ops Manager	Exempt 515
10	Management Analyst	Exempt 521
11	Administrative Services Manager	Exempt 521
12	Senior Planner	Exempt 526
13	WW & Water Re-Use Supervisor	Exempt Grandfathered rate 552
14	Water Treatment Plant Supervisor	Exempt Grandfathered rate 552
15	Water Quality Dist. Supervisor	Exempt 552
16	Municipal Court Supervisor	Exempt 529
17	Deputy Parks Director	Exempt 103
18	Parks Superintendent	Exempt 102
19	Recreation Superintendent	Exempt 102
20	Senior Services Superintendent	Exempt 102
NON-EXEMPT SUPERVISORS		
1	Police Sergeant (5)	Non-Exempt 520
2	GIS Manager	Non-Exempt 512
3	Maintenance/Safety Supervisor	Non-Exempt 528
4	Street Supervisor	Non-Exempt 528

5	WW Collections Supervisor	Non-Exempt 528
6	Customer Service Supervisor	Non-Exempt 528
7	Development Services Coordinator	Non-Exempt 528
8	Volunteer Coordinator	Non-exempt 205
9	Nature Center Coordinator	Non-exempt 205
10	Senior and Adult Services Coordinator	Non-exempt 205
11	Recreation Manager	Non-exempt 206
12	Nature Center Manager	Non-exempt 206
13	Golf Course Manager	Non-exempt 206
14	Business Operations Manager	Non-exempt 206
15	Open Space & Outer Parks Supervisor	Non-exempt 207
16	Irrigation Supervisor	Non-exempt 207
17	Parks Maintenance/ Sports Field Supervisor	Non-exempt 207

Non-Represented Non-Supervisory		
	TITLE	JOB CLASS
1	Network Admin.	Exempt 549
2	Senior IS Analyst (2)	Exempt 549
3	Asset Management/ Staking Technician	Exempt 549
4	User Support Coord.	Exempt 542
5	Fire Adapted Communities Coord.	522
6	Communities Preparedness Coord.	522
7	Receptionist	301
8	Clerical Support	301
9	Senior Center Specialist	306
10	Golf Club Assistant	306
11	Office Assistant I	310
12	Office Assistant II	308
13	Custodian	401
14	Park Worker	403
15	Golf Worker	403
16	Parks Technician I	403
17	Golf Technician I	403
18	Park Technician II	405
19	Park Technician III	406
20	Oak Knoll Golf Course Green Superintendent	406
Confidential		
	TITLE	JOB CLASS
1	Senior Accounting Analyst	531
2	Senior HR Analyst	531
3	Senior Administrative Analyst	531
4	Financial Analyst	541
5	Accounting Analyst	541
6	Administrative Analyst	541/305
7	Executive Analyst	541/305
8	Paralegal	530

9	Admin. Supervisor	530
10	Exec. Assistant	534
11	Admin Assistant	535

Note: ORS 242.650 Chapter 302 defines a **Confidential Employee** as “one who assists in or acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining.”

APPENDIX "B"
Health, Welfare, and Retirement Benefits

The city agrees to provide health, welfare and retirement benefits in accordance with this appendix for employees subject to this resolution.

1. Health Insurance.

A.

Effective July 1 2021, the City will pay 90% of the total monthly health premium (Medical, dental and vision) for the base plan CIS Copay H, with the employee paying the remaining 10% on a pre-tax basis. The employee will have the option to buy-up to a lower deductible plan, CIS Copay F. The City will contribute an amount equal to 3% of salary for each employee covered by this resolution to HRA VEBA.

The City reserves the right to make funding decisions regarding our health benefit program. We will strive to retain equivalent benefit offerings wherever feasible.

B. Reimbursement for preventative/wellness medical costs as provided in the City's Wellness Program.

2. Life Insurance. Premiums for life insurance for each employee at one times annual salary (Up to a maximum \$100,000).
3. Dependent's Life Insurance. Premiums for \$1,000 life insurance policy for each qualified dependent of an employee.
4. Retirement. As required by law, the City will contribute to the Oregon State Public Employees Retirement System for each employee. Enrollment will commence six months from the date of employment for new employees, unless that person was in PERS immediately before coming to work for the City. Upon retirement, one-half of unused sick leave earned will be applied to retirement as provided in statute. The City will also assume or pay the employees' contributions for employees at a uniform rate of six percent.
5. Social Security. Contributions to Social Security as required by law.
6. Medical Insurance for Retirees. All employees retiring from City employment and their eligible dependents will have the option of continued participation in the City's medical insurance program at the same monthly group premium as active employees. The retiree must be actively covered under the City's group plan at the time of retirement to be eligible for continued retiree coverage. Retirees must make their health insurance payment to the City or designated Third Party Administrator as agreed upon each month to continue health

coverage. The right to participate and medical coverage ceases when the retiree or his or her eligible dependent(s) become Medicare-eligible at age 65.

Any employee retiring in a position covered by this resolution with 15 or more years of consecutive service shall be provided with a payment equivalent to the Blue Cross Preferred Choice 65/ Plan C when he or she reaches age 60. Payments will be made directly to the employee on a quarterly basis. Qualifying employees may elect direct deposit of this payment. No payment will be made after the qualifying employee's death.

Any employee hired on or after July 1, 2008, or hired into management on or after July 1, 2008 will not be eligible to receive retiree benefits under this provision. Employees hired on or before June 30, 2008 will continue to be eligible as long as the criteria for benefit eligibility are met.

7. Deferred Compensation. Deferred compensation in the amount of \$50.00 per month in matching funds per employee enrolled in a City deferred compensation program. This program is at the option of the employee and contingent upon a minimum \$15.00 per month contribution paid by the employee.

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY OF ASHLAND CLARIFYING CERTAIN CONDITIONS OF EMPLOYMENT FOR MANAGEMENT, CONFIDENTIAL AND NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION 2022-26.

Recitals:

- A. The City of Ashland has negotiated collective bargaining agreements with all employees who are members of labor unions;
- B. The management, confidential and non-represented employees of the City are not members of a labor organization established for the purpose of collectively negotiating the terms and conditions of their employment; and
- C. It is in the best interest of the City and efficient and effective government to clearly set forth the City's expectations for the performance of its management, confidential and non-represented employees;

The mayor and council resolve as follows:

- 1. **Scope of Resolution.** This 2025 resolution shall apply to all management, confidential and non-represented employees of the City of Ashland as set forth in Appendix "A", dated July 2025. This resolution does not apply to any employee who is a member of any collective bargaining unit.
- 2. **Definitions.**
 - 2.1. **Confidential employee.** As defined in ORS 243.650(6), a confidential employee is one who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining. Confidential employees are paid hourly for work performed and they are subject to payment for overtime according to the Fair Labor Standards Act. Confidential employee includes those classifications in Appendix "A" under "Confidential."
 - 2.2. **Department head.** A person directly responsible to the City Manager for the administration of a department. Department heads are exempt from overtime payment. Department heads include those Management classifications in Appendix "A" under "Department heads."
 - 2.3 **Exempt Supervisor.** A person directly responsible to a department head or the

City Manager for the operational functions of a city department or division. Exempt supervisors do not qualify for payment of overtime on the basis of job duties, salary, or other exemptions under the Fair Labor Standards Act (FLSA). Division supervisors include those Management classifications in Appendix "A" under "division supervisors."

- 2.4 Non-Exempt Supervisor. A person reporting to a division supervisor or department head who may receive overtime payment for work outside their normal scope and duties. Non-Exempt supervisory positions require autonomy, independent decision making, planning, and may provide supervision to other personnel.
- 2.5 Employee. A person in any of the classifications listed in Appendix "A" who works for the City full-time or part-time in a regular or temporary position and who is not performing work as a principal, employee, or agent of an independent contractor.
- 2.6 Management or Manager. Those classifications included in Appendix "A" under the title "Executive Management" including Department Heads and some Exempt Supervisors.
- 2.7 Probationary Employee. A person appointed to a regular position but who has not completed a probationary period during which the employee is required to demonstrate fitness for the position by actual performance of the duties of the position.
- 2.8 Regular Position/Regular Employee. A regular position is one with an ongoing defined or recurring work schedule and is not a temporary position. A regular employee is a person with hired by the City to fill a regular position.
- 2.9 Supervisor. Any person responsible to a higher divisional or departmental level authority who directs the work of others and who is not in a collective bargaining unit.

3. **Purpose**. The purpose of this resolution is set forth generally in the preamble. More specifically, the resolution has three fundamental purposes:

- 3.1. To clearly establish which classifications in the City service are management or confidential.
- 3.2. To clearly set forth the functions of management and to establish criteria for the evaluation of managerial performance.
- 3.3. To establish the personnel policies governing the conditions of employment of management, confidential and non-represented employees.

4. Managerial Performance.

- 4.1. Goal Setting. Overall goals for the City of Ashland are set by the Mayor and City Council. Operational goals and short- range objectives are set by the City Manager working with department heads. Resources for achieving all goals and objectives are provided via the annual budget.
- 4.2. Managerial Responsibilities. Each of the City's managers at a minimum have the following responsibilities:
 - 4.2.1. Complete tasks and assigned work properly and on time,
 - 4.2.2. Maintain a safe and healthy work environment,
 - 4.2.3. Encourage teamwork, and foster cooperation, collaboration and communication among employees and departments,
 - 4.2.4. Develop employee skills; both technical and interpersonal,
 - 4.2.5. Keep accurate records and reports, and
 - 4.2.6. Actively promote equity, diversity and inclusion at all levels of the organization.
- 4.3. General Expectations Regarding Management Employees. In addition to the managerial responsibilities mentioned above, there are also general City expectations of its managers.
 - 4.3.1. Job Commitment. All management employees are expected to have a high degree of commitment to the City of Ashland and to their jobs. When a new manager is hired, the City expects a commitment of continued service of at least three years unless unforeseen circumstances warrant earlier resignation or termination.

Management employees are expected to devote whatever hours are necessary for the accomplishment of their duties as part of their normal work week. Overtime will only be paid as set forth in section 14.3. Consistent with administrative policy, exempt management employees may flex their schedules as long as their absence does not unreasonably interfere with the City's operations.

In the event of voluntary termination, management employees are expected to give a minimum of 30 calendar days' notice in order to give the City adequate time to recruit a qualified replacement.
 - 4.3.2. Professionalism. Management employees are expected to maintain the standards of their individual profession. This includes remaining current with new developments, maintaining memberships in professional societies, and attending meetings with professionals in their field. Where

professionals have codes of ethics or standards of performance, these should also be followed in the managers' work for the City of Ashland.

4.3.3. Termination. If at any time an exempt, or supervisory employee's performance is deemed unacceptable, the City Manager or appropriate department head may ask for the employee's resignation. In most cases, reasonable time will be given to the employee to find other suitable employment. Depending on overall circumstances, the City, in its sole discretion, may or may not provide severance pay in the event of resignation or involuntary termination.

4.3.4. Residency. Residency within the Urban Growth Boundary is strongly encouraged for the City Manager and for department heads. Existing City employees promoted into the position of department head will not be required to move as a result of a promotion but are strongly encouraged to move within the Urban Growth Boundary once appointed as a department head.

Management employees within the following job classifications shall establish their residences to enable them to report for emergency duty within 40 minutes of notification, including "get ready" and travel time:

Deputy Public Works Director of Operations
Street Supervisor
Wastewater and Water Reuse Supervisor
Water Quality and Distribution Supervisor
Water Treatment Plant Supervisor
Electric Operations Superintendent
Fire Division Chief (Forestry, Fire and Life Safety) Divisions
Deputy Police Chief
Police Lieutenant
Police Sergeant
Computer Services Manager
AFN Operations Manager
Network Administrator
Senior Information Systems Analyst
Maintenance and Safety Supervisor

Residence shall be established by new employees in these classifications within these boundaries or limitations within a period of twelve months of hire or promotion. Department heads may identify other positions which require emergency response within 40 minutes to meet operational requirements.

4.4. Essential Management Functions. The following are the essential functions of all City management positions and the expected standards for their performance:

- 4.4.1. Planning. Anticipates future needs and makes plans for meeting them; recognizes potential problems and develops strategies for averting or resolving them; makes long- and short-range plans to accomplish City and departmental goals.
- 4.4.2. Organizing. Efficiently and economically organizes and carries out assigned operations; carries out responsibilities in a sound and logical manner; operates the unit smoothly and in a well-organized manner; effectively delegates authority and establishes appropriate work rules.
- 4.4.3. Coordinating. Coordinates all activities related to work objectives; maintains coordination and cooperation with other departments and divisions; maintains good communication with employees and empowers employees to make significant contributions to the accomplishment of objectives.
- 4.4.4. Leadership Motivation. Creates a climate providing challenge and motivation to employees.
- 4.4.5. Decision Making/Problem Solving. Analyzes situations and problems, weighs the pros and cons of alternative solutions, exercises logical thinking and good judgment, is creative, and can make timely decisions.
- 4.4.6. Employee Relations. Equitably adjusts grievances among subordinate employees, properly administers union agreements, and administers discipline in a fair, equitable and progressive manner; trains and develops subordinate employees.
- 4.4.7. Public Relations. Maintains a high level of contact with the public, maintains a sensitivity to the public's needs, and meets the needs of the public within available resources. Develops proactive communication strategies and actions.
- 4.4.8. Budgeting. Prepares operational and capital budgets to meet the goals of the City Council and expends funds within adopted budgeted limits.
- 4.4.9. Safety. Maintains a safe, clean, effective work environment, and supports the City's overall safety program.
- 4.4.10. Self-Development. Stays current with new ideas, technology and procedures in the manager's field of responsibility.
- 4.4.11. Adherence to City Policies. Ensures that work activities are performed in conformance with requirements of the Ashland Municipal Code and adopted administrative policies.

5. **Holidays.** Recognized holidays are set forth in AMC §3.08.080. For convenience they are listed here:

New Year's Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Juneteenth National Independence Day (June 19th)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Eve (December 24th)
Christmas Day (December 25th)

- 5.1. If an employee is on authorized vacation or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.
- 5.2. Employees working an alternate work schedule will receive compensation for 8 hours. Employees working four 10-hour days will receive (8) hours compensation for any holiday that falls in their regular workday. Employees may use accrued vacation or compensatory time (if applicable) to make up the extra two hours, or they may be permitted to flex their schedule during a week which contains a holiday to ensure they receive full pay. In no event shall an exempt employee receive pay for more than 40 hours/week due to a holiday or alternate work schedule arrangement.
- 5.3 Employees covered by this Resolution shall be paid no more than 96 hours/year for recognized city holidays. If an employee works on a designated City Holiday, he or she may take the equivalent holiday off on another date.

6. **Vacations for Management and Confidential Employees.**

- 6.1. **Eligibility.** Management employees shall be eligible for vacation with pay in accordance with the following schedule:
- 6.1.1. Employees with less than four (4) full years of continuous service shall accrue five (5) hours of vacation per pay period.
- 6.1.2. Employees with more than four (4) but less than nine (9) full years of continuous service shall accrue six (6) hours of vacation per pay period.
- 6.1.3. Employees with more than nine (9) but less than fourteen (14) full years of continuous service shall accrue seven (7) hours of vacation per pay

period.

6.1.4. Employees with more than fourteen (14) but less than nineteen (19) full years of continuous service shall accrue eight (8) hours of vacation per pay period.

6.1.5. Employees with more than nineteen (19) full years of continuous service shall accrue ten (10) hours of vacation per pay period.

***There are 26 pay periods per year, however benefits accrue in only the first and second pay periods of the month.**

- 6.2. **Use of Vacation Time During First Six (6) Months.** To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After six (6) months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing six (6) months of employment, the employee's final paycheck will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in April to cash out a portion of earned vacation hours as provided in Section 6.5 only applies to vacation actually accrued and not used.

Example: New hire is granted 60 hours of vacation at time of hire. They accrue 5 hours of vacation per month. During month 2 they use all 60 hours of vacation and resign after 4 months on the job. The City would deduct 20 hours from the employee's final paycheck because only 4 months of vacation accrual has been earned at the time of the employee's resignation.

- 6.3. **Utilization.** Vacation leave shall not be taken in excess of that actually accrued. However, the City Manager has the discretion to authorize any management employee to take vacation in advance of accrual when warranted by special circumstances.
- 6.4. **Continuous Service.** Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the **employee's last date of hire**. Time spent by the employee on City-authorized, City-paid absences shall be included as continuous service. Time spent on unpaid absences shall not be counted as service, provided that employees returning from such absences shall be entitled to credit for service prior to the leave. **Vacation leave shall not accrue during any leave of absence without pay during a pay period.**

- 6.5. Accrual Limitation. Management and Confidential employees are encouraged to take at least 75% of their annual vacation accrual as time off each year. All Management and Confidential employees may elect to receive up to **80** hours as cash on the first paycheck in April each year. The balance not elected for cash payment will be added to their cumulative vacation accrual. In no event shall the employee's total vacation accrual exceed twice the amount of the employee's annual accrual without written approval from the employee's department head.
- 6.6. Scheduling. Vacation times shall be scheduled based on the City Manager's or department head's judgment as to the needs of efficient operations.
- 6.7. Payment on Termination. An employee terminated after six-months employment shall be entitled to prorated payment for accrued vacation leave at the rate as of the date of termination. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.
- 6.8. Management Leave. Exempt management employees may be granted up to one week of **Management** Leave each July at the discretion of their department head or the City Manager. The purpose of **Management** Leave is to recognize the extra hours required of exempt managers for which no overtime compensation is afforded. No cash payment will be made for **Management** Leave, and it can only be taken as time off during the year in which it is granted. **Management** Leave must be used by June 30th each year or it will be forfeited. In the event of termination or retirement, no cash payment will be made for **Management** Leave. In the event of a termination, the City may require pro-rated repayment of **Management** Leave at the rate of 3.3333 hours for each calendar month remaining in the year after the date of termination.

7. Hours of Work for Confidential Employees.

- 7.1. Workweek. The workweek, to the extent consistent with operating requirements, shall normally consist of five consecutive days as scheduled by the department heads or other responsible authority. **By mutual agreement between the supervisor and the employee, a schedule of ten-hour days, four days per week, may be adopted. Either party may withdraw the agreement to that schedule, in which case a five-day schedule will be reestablished.**
- 7.2. Hours. The regular hours of an employee shall be 8 1/2 consecutive hours, including 1/2 hour for a meal period, which shall not be paid.
- 7.3. Work Schedules. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. It shall be the responsibility of the department head to notify employees of their scheduled shifts, workdays, and hours.

- 7.4. Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to operating requirements and each employee's duties.
- 7.5. Meal Periods. To the extent consistent with operating requirements of the respective department, meal periods shall be scheduled in the middle of the work shift.

8. Sick Leave.

- 8.1. Purpose. Sick leave is provided for the sole purpose of providing financial security to employees and their families.
- 8.2. Accumulation. **New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned** for the purpose stated herein, by each employee at the rate of eight (8) hours for each full calendar month of service. **Sick leave shall not accrue during any leave of absence without pay during a pay period to the extent that the City remains in compliance with Oregon sick leave laws.** The maximum accrual cannot exceed 960 hours.
- 8.3. Utilization. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury **of a qualifying family member under applicable state or federal family medical leave laws.** In such event, the employee shall notify the department head or City Manager of absence due to illness or injury, the nature and expected length of the absence, as soon as possible prior to the beginning of the scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. For absences longer than 24 hours, employees must notify their department head on a daily basis. **A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences over three (3) consecutive work days. Sick leave taken shall not be in excess of that accrued at the time it is taken.**
- 8.4. Integration with Worker's compensation. When injury occurs in the course of employment, the City's obligation to pay is limited to the difference between any payment received under workers' compensation laws and the employee's regular pay. In such instances, pro-rata charges will be made against accrued sick leave until sick leave is exhausted. Thereafter, the only compensation will be workers' compensation benefits, if any.
- 8.5. Sick Leave - Without Pay. **Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave, vacation leave, and compensatory time (where applicable) have been exhausted. The City may require that the**

employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

- 8.6. **Pay for Unused Sick Leave.** All Management and Confidential employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

Annual Accrual:	96	96	96	96
Sick leave hours used by employee during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used up to 40/year are added back for the purpose of calculating the sick leave incentive:	$96 - 100 = -4 + 40 = 36 / 3 = 12$	$96 - 30 = 66 + 30 = 96 / 3 = 32$	$96 - 10 = 86 + 10 = 96 / 3 = 32$	$96 - 152 = -56 + 40 = -16 / 3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

- 8.7. **Purposes for Sick Leave.** Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological, adopted or foster parent or child, parent-in-law, sibling, grandparent, grandchild or a person with whom the employees was or is in a relationship of in loco parentis, any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.

- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

9. **Bereavement Leave**. An employee may be granted five (5) calendar days' bereavement leave **(40 hours)** with regular pay in the event of death in the immediate family of the employee. **For purposes of this benefit**, an employee's immediate family shall include spouse, parent, children, **sibling**, parent-in-law, **sibling-in-law**, grandparent, grandchild, grandparent-in-law or other relatives living in the same household. Leave with pay, for up to four hours may be granted when an employee serves as a pallbearer. **The City will grant additional unpaid leave bereavement leave consistent with state and federal laws (OFLA/FMLA or Oregon Sick Leave).**

10. **Other Leaves of Absence**

10.1. **Criteria and Procedure**. Leaves of absence without pay not to exceed ninety (90) calendar days may be granted upon **request by the employee where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee.** Requests for such leaves must be in writing and submitted to the **Department Head or City Manager thirty (30) days prior to the requested leave date.** The employee must utilize accrued vacation and compensatory time (where applicable) before applying for a leave of absence without pay. If the leave of absence lasts two (2) calendar weeks or more, the employee must pay the pro-rated premiums for health insurance coverage. Any other payroll obligations of the employee will be deducted from the paycheck for the next pay period or may be paid directly to the City. Such leave will not be approved for an employee for the purpose of accepting employment outside the

service of the City.

- 10.2. Jury Duty. Employees shall be granted leave with pay for service upon a jury. Employees may keep any payment for mileage, but all other stipends for service must be paid to the City. Upon being excused from jury service for any day an employee shall immediately contact the supervisor for assignment for the remainder of their regular workday.
- 10.3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation received as witness fees.
- 10.4. Required Court Appearances. Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.
- 10.5. Family Medical Leave. Leave in accordance **with any federal and state family & medical leave laws** shall be granted to employees eligible under those acts and for the purposes described in those acts. Leave may be unpaid or paid as provided in these acts.
- 10.6. Military Leave. Military leave shall be granted in accordance with ORS 408.290.
- 10.7. Failure to Return from Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and the position shall be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of not being able to work by reason of sickness, physical disability or other legitimate reason beyond the employee's control.
- 10.8. **Personal Days**. **Regular employees shall receive three (3) personal days (24 hours) each July. No cash payment will be made for personal days and they can only be taken as time off during the fiscal year in which they are granted. Personal days must be used by June 30 of each year, or they will be forfeited. In the event of termination, resignation, or retirement, no cash payment will be made for Personal Days.**
11. **Discipline and Discharge**. The following section applies only to those employees subject to this resolution who do not have a written individual employment agreement with the City.
 - 11.1. Discipline. The City shall abide by the legal requirements of due process prior to

taking disciplinary action. Disciplinary action may include the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Demotion
- (d) Suspension
- (e) Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill responsibilities as an employee. Conduct reflecting discredit upon the City or department, or which is a direct hindrance to the effective performance of city functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules or this management resolution, commission of any matter listed in AMC §3.08.030.B or for political activities forbidden by state law.

11.2. Discharge. An employee having less than twelve months of continuous service shall serve at the pleasure of the city. An employee having continuous service in excess of twelve months may be discharged only for cause.

11.3. Due Process. Due process procedures shall be followed before a suspension without pay, demotion or discharge is imposed upon an employee.

Employees, other than those appointed by the Mayor and confirmed by City Council, may appeal a suspension without pay, demotion or discharge to the City Manager. The City Manager's decision shall be final.

12. Probationary Period.

12.1. New Employee Probationary Period. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the departments by observing a new employee's work and training, by aiding new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee shall serve a **continuous** probationary period of twelve (12) **full months of work performed** after which, upon recommendation of the department head, the employee shall be considered a regular employee. The probationary period may be extended upon request of the department head if an adequate determination cannot be made at the end of the probationary period.

12.2. Promotional Probationary Period. An employee promoted into a management or confidential position will be required to serve a **continuous promotional probationary period of twelve (12) full months of work performed**. The City

may at any time demote an employee on promotional probationary status to the employee's previous position with or without cause.

13. General Provisions.

- 13.1. Non-Discrimination. The provisions of this resolution shall be applied equally to all employees without discrimination as to race, color, religion, marital status, age, national origin, sex, sexual orientation or disability.
- 13.2. Other/Outside Employment. Outside employment shall be permitted only with the express prior written approval of the department head or City Manager. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:
1. The need for mentally and physically alert City employees;
 2. Insulating employees from potential conflict of interest situations;
 3. Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day. In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.
- 13.3. Worker's compensation. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City. Compensation paid by the City for a period of sick leave also covered by workers' compensation shall be equal to the difference between the Workers' compensation pay for lost time and the employee's regular pay rate.
- 13.4. Liability Insurance. The City shall purchase liability insurance in the maximum amounts set forth in ORS 30.270 for the protection of employees against claims against them incurred in or arising out of the performance of their official duties.

14. Compensation

- 14.1. Pay Periods. Employees shall be paid on a bi-weekly basis, on every other Friday. In the event a regularly scheduled pay date falls on a holiday, the preceding workday shall be the pay date.
- 14.2. Compensation - Pay Schedule. When any position not listed on the pay schedule is established, the City Manager shall designate a job classification and pay rate for the position in accordance with **City policies**.
- 14.3. Overtime. Exempt management employees are expected to devote whatever

time is necessary to accomplish their jobs. For all non-exempt employees, the City has the right to assign overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal service and the public interest.

14.4. Form of Compensation. The City Manager, City Attorney, department heads and exempt supervisors are not eligible for paid overtime but are allowed compensatory time off at their own discretion depending on the operating requirements of the City. Non-Exempt supervisors and confidential personnel shall be compensated at the rate of time and one-half the regular rate **of pay for all work performed in excess of 40 hours in a workweek. Overtime work may be paid in the form of compensatory time off at the applicable rate, subject to supervisor approval.** No employee shall have more than 40 hours of compensatory time on the records at any time.

14.5. Administration of Pay Plan. Employees shall be entitled to pay in accordance with the current salary resolution. In the event of a vacancy, the City Manager may appoint a new employee at any appropriate step within the pay range.

14.6. Cost of Living Adjustment (COLA). The salary schedule for all positions covered by this Resolution shall be adjusted annually as follows:

- July 1, 2025 – **Wage adjustment per the City’s comp & class study where employees will be placed in the new salary schedule on the step closest their current salary without a decrease. All employees whose placement into the new salary schedule results in an increase of less than 2.5% as of June 30, 2025, will be moved up one additional step automatically. All current employees’ anniversary dates, for reasons specific to the salary schedule, will be adjusted to July 1, 2025.**
- July 1, 2026 – **2%**
- July 1, 2027 – **2%**

14.7. Longevity Pay: Employees shall be entitled to an annual bonus to be paid on the first pay date in December as outlined below in recognition of their service to the City.

- Upon 5 year anniversary annual bonus of \$1000
- Upon 10 year anniversary annual bonus of \$1250
- Upon 15 years anniversary annual bonus of \$1500

14.8 Executive Recruitment

The City Manager may negotiate Executive Level recruitments and terminations within budgeted amounts for the purposes of:

- Staying competitive
- Internal equity
- Diversification of workforce

- Organizational continuity
- The transition to an at-will workforce under a City Manager form of government

15. Health, Welfare and Retirement.

The City agrees to provide health, welfare, and retirement benefits in accordance with Appendix "B" for employees subject to this resolution.

16. Compliance with FLSA.

This resolution shall be interpreted in a manner to preserve the exempt status of the City's bona fide administrative, executive, and professional employees, as those terms are used in the Federal Fair Labor Standards Act (FLSA). Such exempt employees shall not have their pay docked or reduced in any manner that would be inconsistent with the salary test set forth in the FLSA, and they are not subject to disciplinary suspensions of less than a week except for major safety violations.

17. Effective Date. This resolution shall be effective from **July 01, 2025** to **June 30, 2028.**

This resolution was read by title only in accordance with Ashland Municipal Code §2.04.090

duly PASSED and ADOPTED this _____day of August, 2025.

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of August, 2025.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

“APPENDIX A”

**City of Ashland
Non-Represented Salary Schedule
Effective 7/1/2025**

Updated as of 7/7/2025

Pay Grade	JOB TITLE	Steps occur every 12 months	1	2	3	4	5	6	7	8
300		Hourly	\$24.50	\$25.23	\$25.99	\$26.77	\$27.58	\$28.41	\$29.26	\$30.14
		Annual	\$50,960.00	\$52,478.40	\$54,059.20	\$55,688.26	\$57,366.40	\$59,092.80	\$60,860.80	\$62,691.20
300 Parks	Park Technician I									
305		Hourly	\$26.46	\$27.25	\$28.07	\$28.92	\$29.78	\$30.67	\$31.59	\$32.54
		Annual	\$55,036.80	\$56,680.00	\$58,385.60	\$60,143.32	\$61,942.40	\$63,793.60	\$65,707.20	\$67,683.20
305 NU	Administrative Assistant									
305 Parks	Park Technician II									
310		Hourly	\$29.11	\$29.98	\$30.88	\$31.81	\$32.76	\$33.74	\$34.75	\$35.79
		Annual	\$60,548.80	\$62,358.40	\$64,230.40	\$66,157.65	\$68,140.80	\$70,179.20	\$72,280.00	\$74,443.20
310 NU	Executive Assistant									
310 Parks	Park Technician III									
310 Parks	Program Coordinator									
320		Hourly	\$33.95	\$34.97	\$36.02	\$37.10	\$38.21	\$39.36	\$40.54	\$41.76
		Annual	\$70,616.00	\$72,737.60	\$74,921.60	\$77,166.28	\$79,476.80	\$81,868.80	\$84,323.20	\$86,860.80
320 NU	Accounting Specialist									
320 NU	Procurement Specialist									
320 NU	Senior Executive Assistant									
325		Hourly	\$36.67	\$37.77	\$38.90	\$40.07	\$41.27	\$42.51	\$43.79	\$45.10
		Annual	\$76,273.60	\$78,561.60	\$80,912.00	\$83,339.58	\$85,841.60	\$88,420.80	\$91,083.20	\$93,808.00
325 NU	Fire Community Coordinator									
325 NU	Fire & Life Safety Specialist									
325 NU	IS Analyst/Programmer									
325 Parks	Parks Supervisor - Recreation									
325 NU	Accounting Analyst									
330		Hourly	\$39.60	\$40.79	\$42.01	\$43.27	\$44.57	\$45.91	\$47.29	\$48.71
		Annual	\$82,368.00	\$84,843.20	\$87,380.80	\$90,006.75	\$92,705.60	\$95,492.80	\$98,363.20	\$101,316.80
330 NU	Administrative Coordinator									
330 NU	Customer Service Supervisor									
330 NU	Facilities Supervisor									
330 NU	Human Resources Coordinator									
330 NU	Junior Network Administrator									
330 NU	Maintenance Supervisor									
330 Parks	Parks Supervisor - Parks Operations									
330 NU	Senior Information Analyst									
335		Hourly	\$42.77	\$44.05	\$45.37	\$46.73	\$48.14	\$49.58	\$51.07	\$52.60
		Annual	\$88,961.60	\$91,624.00	\$94,369.60	\$97,207.29	\$100,131.20	\$103,126.40	\$106,225.60	\$109,408.00
335 NU	Administrative Supervisor									
335 NU	Asset Management Technician									
335 NU	Communications Coordinator									
335 NU	Development Services Supervisor									
335 NU	Division Manager - Recreation									
335 NU	Housing Program Administrator									
335 NU	Senior Planner									
335 NU	Sr Human Resources Coordinator									
335 NU	Street Supervisor									
335 NU	W/WW Refuse Supervisor									
335 NU	Water Plant Supervisor									
335 NU	Water Quality Supervisor									
335 NU	WW Collections Supervisor									

340		Hourly	\$46.18	\$47.57	\$49.00	\$50.47	\$51.99	\$53.55	\$55.16	\$56.81
		Annual	\$96,054.40	\$98,945.60	\$101,920.00	\$104,983.87	\$108,139.20	\$111,384.00	\$114,732.80	\$118,164.80
340 NU	Accounting Manager									
340 NU	Division Manager - Parks Operations									
340 NU	Finance Manager									
340 NU	Network Administrator									
345		Hourly	\$49.88	\$51.38	\$52.92	\$54.51	\$56.15	\$57.83	\$59.56	\$61.35
		Annual	\$103,750.40	\$106,870.40	\$110,073.60	\$113,382.58	\$116,792.00	\$120,286.40	\$123,884.80	\$127,608.00
345 NU	City Recorder									
345 NU	Emergency Operations Coordinator									
350		Hourly	\$53.88	\$55.50	\$57.16	\$58.87	\$60.64	\$62.46	\$64.33	\$66.26
		Annual	\$112,070.40	\$115,440.00	\$118,892.80	\$122,453.19	\$126,131.20	\$129,916.80	\$133,806.40	\$137,820.80
350 NU	Assistant to the City Manager									
350 NU	Building Official									
350 NU	GIS Manager									
350 NU	IT Manager									
350 NU	IT/AFN Manager									
350 NU	Planning Supervisor									
350 NU	Senior Engineer									
355		Hourly	\$58.18	\$59.93	\$61.73	\$63.58	\$65.49	\$67.45	\$69.47	\$71.55
		Annual	\$121,014.40	\$124,654.40	\$128,398.40	\$132,249.44	\$136,219.20	\$140,296.00	\$144,497.60	\$148,824.00
355 NU	Deputy Finance Director									
355 Parks	Deputy Parks Director									
355 NU	Deputy Public Works Director									
355 NU	Deputy Technology Director									
355 NU	Fire Division Chief									
355 NU	Fire Marshal									
360		Hourly	\$62.84	\$64.73	\$66.67	\$68.67	\$70.73	\$72.85	\$75.04	\$77.29
		Annual	\$130,707.20	\$134,638.40	\$138,673.60	\$142,829.40	\$147,118.40	\$151,528.00	\$156,083.20	\$160,763.20
360 NU	Assistant Attorney									
360 NU	Deputy Fire Chief									
360 NU	Deputy Police Chief									
365		Hourly	\$67.86	\$69.90	\$72.00	\$74.16	\$76.39	\$78.68	\$81.04	\$83.47
		Annual	\$141,148.80	\$145,392.00	\$149,760.00	\$154,255.75	\$158,891.20	\$163,654.40	\$168,563.20	\$173,617.60
365 NU	Director of Community Development									
365 NU	Director of Finance									
365 NU	Director of Human Resources									
365 NU	Director of Innovation & Technology									
365 Parks	Director of Parks & Recreation									
370		Hourly	\$73.30	\$75.50	\$77.76	\$80.09	\$82.50	\$84.98	\$87.53	\$90.16
		Annual	\$152,464.00	\$157,040.00	\$161,740.80	\$166,596.21	\$171,600.00	\$176,758.40	\$182,062.40	\$187,532.80
370 NU	Director of Electric									
365 NU	Director of Public Works									
370 NU	Fire Chief									
370 NU	Police Chief									
375		Hourly	\$79.16	\$81.53	\$83.98	\$86.50	\$89.10	\$91.77	\$94.52	\$97.36
		Annual	\$164,652.80	\$169,582.40	\$174,678.40	\$179,923.91	\$185,328.00	\$190,881.60	\$196,601.60	\$202,508.80
375 NU	Deputy City Manager									
380		Hourly	\$83.12	\$85.61	\$88.18	\$90.83	\$93.55	\$96.36	\$99.25	\$102.23
		Annual	\$172,889.60	\$178,068.80	\$183,414.40	\$188,920.10	\$194,584.00	\$200,428.80	\$206,440.00	\$212,638.40
380 NU	City Attorney									
385		Hourly	\$88.66	\$91.32	\$94.06	\$96.88	\$99.79	\$102.78	\$105.86	\$109.04
		Annual	\$184,412.80	\$189,945.60	\$195,644.80	\$201,514.78	\$207,563.20	\$213,782.40	\$220,188.80	\$226,803.20
385 NU	City Manager									

APPENDIX "B"
Health, Welfare, and Retirement Benefits

The city agrees to provide health, welfare and retirement benefits in accordance with this appendix for employees subject to this resolution.

1. Health Insurance.

The City will pay 90% of the total monthly health premium (Medical, dental and vision) for the base plan CIS Copay H, with the employee paying the remaining 10% on a pre-tax basis. The employee will have the option to buy-up to a lower deductible plan, CIS Copay F. **Employees will be responsible for paying the difference in premiums between the base plan and the premium plan each month by payroll deduction. Employees may choose between Willamette Dental with Ortho or Delta Dental III with Ortho.**

The City reserves the right to make funding decisions regarding our health benefit program. We will strive to retain equivalent benefit offerings wherever feasible.

2. Life Insurance. Premiums for life insurance for each employee at one times annual salary (Up to a maximum \$100,000).
3. Dependent's Life Insurance. Premiums for \$1,000 life insurance policy for each qualified dependent of an employee.
4. Retirement. As required by law, the City will contribute to the Oregon State Public Employees Retirement System for each employee. Enrollment will commence six months from the date of employment for new employees, unless that person was in PERS immediately before coming to work for the City. Upon retirement, one-half of unused sick leave earned will be applied to retirement as provided in statute. The City will also assume or pay the employees' contributions for employees at a uniform rate of six (6) percent.
5. Medical Insurance for Retirees. All employees retiring from City employment and their eligible dependents will have the option of continued participation in the City's medical insurance program at the same monthly group premium as active employees. The retiree must be actively covered under the City's group plan at the time of retirement to be eligible for continued retiree coverage. Retirees must make their health insurance payment to the City or designated Third Party Administrator as agreed upon each month to continue health coverage. The right to participate and medical coverage ceases when the retiree or his or her eligible dependent(s) become Medicare-eligible at age 65.

Any employee retiring in a position covered by this resolution with 15 or more years of consecutive service shall be provided with a payment equivalent to the Blue Cross Preferred Choice 65/ Plan C when he or she reaches age 60. Payments will be made directly to the employee on a quarterly basis. Qualifying employees may elect direct

deposit of this payment. No payment will be made after the qualifying employee's death.

Any employee hired on or after July 1, 2008, or hired into management on or after July 1, 2008 will not be eligible to receive retiree benefits under this provision. Employees hired on or before June 30, 2008 will continue to be eligible as long as the criteria for benefit eligibility are met.

6. Deferred Compensation. Deferred compensation in the amount of **\$100.00** per month in matching funds per employee enrolled in a City deferred compensation program.
7. HRA/VEBA. The City will contribute an amount equal to 3.5% of salary for each employee covered by this resolution to HRA/VEBA.

7.1. HRA/VEBA for Retirees. Upon retirement, employees covered by this resolution shall receive a percentage of their unused sick leave balance credited to their individual HRA/VEBA account. Credit will be paid at the employee's wage rate at retirement in accordance with the following schedule:

UNUSED SICK LEAVE HOURS	PERCENTAGE OF CREDIT
100-399	30%
400-599	40%
600-960	50%

Employees must provide, to the City, ninety (90) days' written notice of their intent to retire to be eligible for this benefit.

No compensation for unused accrued sick leave shall be provided if an employee is terminated for any other reason.

8. Mercy Flights. The City agrees to pay the premium for household membership in Mercy Flights for combined air and ground ambulance transport service.

SALARY ADJUSTMENTS BASED ON PROPOSED MANAGEMENT RESOLUTION

**As of January 2025

**As of January 2025		INITIAL PLACEMENT				ADDITIONAL STEP IF LESS THAN 2.5%					July 1, 2026 - 2%		July 1, 2027 - 2%			
Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference		
	300															
Park Technician I	300 Parks	5	\$27.58	\$57,366.40	1.6%	\$28.41	4.7%	\$59,092.80	\$1.26	\$2,629.38	\$0.57	\$1,181.86	\$0.58	\$1,205.49		
Park Technician I	300 Parks	5	\$27.58	\$57,366.40	1.6%	\$28.41	4.7%	\$59,092.80	\$1.26	\$2,629.38	\$0.57	\$1,181.86	\$0.58	\$1,205.49		
Park Technician I	300 Parks	5	\$27.58	\$57,366.40	1.6%	\$28.41	4.7%	\$59,092.80	\$1.26	\$2,629.38	\$0.57	\$1,181.86	\$0.58	\$1,205.49		
Park Technician I	300 Parks	5	\$27.58	\$57,366.40	1.6%	\$28.41	4.7%	\$59,092.80	\$1.26	\$2,629.38	\$0.57	\$1,181.86	\$0.58	\$1,205.49		
Park Technician I	300 Parks	5	\$27.58	\$57,366.40	1.6%	\$28.41	4.7%	\$59,092.80	\$1.26	\$2,629.38	\$0.57	\$1,181.86	\$0.58	\$1,205.49		
Park Technician I	300 Parks	4	\$26.77	\$55,681.60	2.6%				\$0.68	\$1,410.66	\$0.54	\$1,113.63	\$0.55	\$1,135.90		
Park Technician I	300 Parks	1	\$24.50	\$50,960.00	3.5%				\$0.82	\$1,710.38	\$0.49	\$1,019.20	\$0.50	\$1,039.58		
Park Technician I	300 Parks	1	\$24.50	\$50,960.00	12.8%				\$2.77	\$5,768.26	\$0.49	\$1,019.20	\$0.50	\$1,039.58		
Park Technician I	300 Parks	1	\$24.50	\$50,960.00	12.8%				\$2.77	\$5,768.36	\$0.49	\$1,019.20	\$0.50	\$1,039.58		
Park Technician I	300 Parks				VACANT											
	305															
Park Technician II	305 Parks	5	\$29.78	\$61,942.40	0.9%	\$30.67	4.0%	\$63,793.60	\$1.17	\$2,428.66	\$0.61	\$1,275.87	\$0.63	\$1,301.39		
Administrative Assistant	305 NU	1	\$26.46	\$55,036.80	1.8%	\$27.25	4.8%	\$56,680.00	\$1.26	\$2,616.22	\$0.55	\$1,133.60	\$0.56	\$1,156.27		
Park Technician II	305 Parks	7	\$31.59	\$65,707.20	2.9%				\$0.90	\$1,863.16	\$0.63	\$1,314.14	\$0.64	\$1,340.43		
Park Technician II	305 Parks	7	\$31.59	\$65,707.20	2.9%				\$0.90	\$1,863.16	\$0.63	\$1,314.14	\$0.64	\$1,340.43		
Park Technician II	305 Parks	7	\$31.59	\$65,707.20	2.9%				\$0.90	\$1,863.16	\$0.63	\$1,314.14	\$0.64	\$1,340.43		
Park Technician II	305 Parks	7	\$31.59	\$65,707.20	2.9%				\$0.90	\$1,863.16	\$0.63	\$1,314.14	\$0.64	\$1,340.43		
Park Technician II	305 Parks	7	\$31.59	\$65,707.20	2.9%				\$0.90	\$1,863.16	\$0.63	\$1,314.14	\$0.64	\$1,340.43		
Park Technician II	305 Parks	7	\$31.59	\$65,707.20	2.9%				\$0.90	\$1,863.16	\$0.63	\$1,314.14	\$0.64	\$1,340.43		
Administrative Assistant	305 NU	1	\$26.46	\$55,036.80	6.9%				\$1.71	\$3,548.27	\$0.53	\$1,100.74	\$0.54	\$1,122.75		
Park Technician II	305 Parks	1	\$26.46	\$55,036.80	11.8%				\$2.78	\$5,787.18	\$0.53	\$1,100.74	\$0.54	\$1,122.75		
Park Technician II	305 Parks				VACANT											
	310															
Executive Assistant	310 NU	1	\$29.11	\$60,548.80	1.6%	\$29.98	4.6%	\$62,358.40	\$1.32	\$2,753.30	\$0.60	\$1,247.17	\$0.61	\$1,272.11		
Park Technician III	310 Parks	8	\$35.79	\$74,443.20	1.8%	Top Step			\$0.64	\$1,335.36	\$0.72	\$1,488.86	\$0.73	\$1,518.64		
Program Coordinator	310 Parks	1	\$29.11	\$60,548.80	2.7%				\$0.76	\$1,577.68	\$0.58	\$1,210.98	\$0.59	\$1,235.20		
Executive Assistant	310 NU	3	\$30.88	\$64,230.40	2.6%				\$0.79	\$1,644.50	\$0.62	\$1,284.61	\$0.63	\$1,310.30		
	315															
	320															
Senior Executive Assistant	320 NU	4	\$37.10	\$77,168.00	1.4%	\$38.21	4.5%	\$79,476.80	\$1.64	\$3,411.20	\$0.76	\$1,589.54	\$0.78	\$1,621.33		
Senior Executive Assistant	320 NU	4	\$37.10	\$77,168.00	1.4%	\$38.21	4.5%	\$79,476.80	\$1.64	\$3,403.66	\$0.76	\$1,589.54	\$0.78	\$1,621.33		
Senior Executive Assistant	320 NU	1	\$33.95	\$70,616.00	2.3%	\$34.97	5.4%	\$72,737.60	\$1.80	\$3,737.24	\$0.70	\$1,454.75	\$0.71	\$1,483.85		
Accounting Specialist	320 NU	1	\$33.95	\$70,616.00	2.3%	\$34.97	5.4%	\$72,737.60	\$1.80	\$3,737.14	\$0.70	\$1,454.75	\$0.71	\$1,483.85		

SALARY ADJUSTMENTS BASED ON PROPOSED MANAGEMENT RESOLUTION

**As of January 2025

		INITIAL PLACEMENT				ADDITIONAL STEP IF LESS THAN 2.5%					July 1, 2026 - 2%		July 1, 2027 - 2%	
Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference
	325													
Park Supervisor - Recreation	325 Parks	4	\$40.07	\$83,345.60	0.1%	\$41.27	3.1%	\$85,841.60	\$1.24	\$2,573.48	\$0.83	\$1,716.83	\$0.84	\$1,751.17
Park Supervisor - Recreation	325 Parks	4	\$40.07	\$83,345.60	0.1%	\$41.27	3.1%	\$85,841.60	\$1.24	\$2,573.58	\$0.83	\$1,716.83	\$0.84	\$1,751.17
Fire & Life Safety Specialist	325 NU	1	\$36.67	\$76,273.60	0.3%	\$37.77	3.3%	\$78,561.60	\$1.20	\$2,488.51	\$0.76	\$1,571.23	\$0.77	\$1,602.66
Fire Community Coordinator	325 NU	3	\$38.90	\$80,912.00	1.3%	\$40.07	4.3%	\$83,339.58	\$1.66	\$3,462.90	\$0.80	\$1,672.93	\$0.82	\$1,700.25
Accounting Analyst	325 NU	5	\$41.27	\$85,841.60	2.9%				\$1.15	\$2,383.94	\$0.83	\$1,716.83	\$0.84	\$1,751.17
Park Supervisor - Recreation	325 Parks	1	\$36.67	\$76,273.60	6.8%				\$2.35	\$4,881.76	\$0.73	\$1,525.47	\$0.75	\$1,555.98
	330													
Parks Supervisor - Parks Operations	330 Parks	4	\$43.27	\$90,001.60	1.2%	\$44.57	4.3%	\$92,705.60	\$1.82	\$3,783.94	\$0.89	\$1,854.11	\$0.91	\$1,891.19
Parks Supervisor - Parks Operations	330 Parks	4	\$43.27	\$90,001.60	1.2%	\$44.57	4.3%	\$92,705.60	\$1.82	\$3,784.04	\$0.89	\$1,854.11	\$0.91	\$1,891.19
Parks Supervisor - Parks Operations	330 Parks	4	\$43.27	\$90,001.60	1.2%	\$44.57	4.3%	\$92,705.60	\$1.82	\$3,784.04	\$0.89	\$1,854.11	\$0.91	\$1,891.19
Administrative Coordinator	330 NU	5	\$44.57	\$92,705.60	0.8%	\$45.91	3.8%	\$95,492.80	\$1.67	\$3,481.14	\$0.92	\$1,909.86	\$0.94	\$1,948.05
Administrative Coordinator	330 NU	5	\$44.57	\$92,705.60	0.8%	\$45.91	3.8%	\$95,492.80	\$1.67	\$3,481.09	\$0.92	\$1,909.86	\$0.94	\$1,948.05
Senior Information Specialist	330 NU	7	\$47.29	\$98,363.20	1.3%	\$48.71	4.4%	\$101,316.80	\$2.03	\$4,228.12	\$0.97	\$2,026.34	\$0.99	\$2,066.86
Junior Network Administrator	330 NU	1	\$39.60	\$82,368.00	3.1%				\$1.20	\$2,491.32	\$0.79	\$1,647.36	\$0.81	\$1,680.31
Maintenance Supervisor	330 NU	4	\$43.27	\$90,001.60	2.7%				\$1.14	\$2,370.99	\$0.87	\$1,800.03	\$0.88	\$1,836.03
Facilities Supervisor	330 NU	1	\$39.60	\$82,368.00	3.6%				\$1.39	\$2,891.20	\$0.79	\$1,647.36	\$0.81	\$1,680.31
Administrative Coordinator	330 Parks	1	\$39.60	\$82,368.00	3.6%				\$1.39	\$2,884.96	\$0.79	\$1,647.36	\$0.81	\$1,680.31
Customer Service Supervisor	330 NU	1	\$39.60	\$82,368.00	8.8%				\$3.21	\$6,676.80	\$0.79	\$1,647.36	\$0.81	\$1,680.31
Human Resource Coordinator	330 NU	1	\$39.60	\$82,368.00	13.7%				\$4.77	\$9,917.44	\$0.79	\$1,647.36	\$0.81	\$1,680.31
Human Resource Coordinator	330 NIU	1	\$39.60	\$82,368.00	19.4%				\$6.43	\$13,367.54	\$0.79	\$1,647.36	\$0.81	\$1,680.31
Junior Network Administrator	330 NU	1	\$39.60	\$82,368.00	19.4%				\$6.43	\$13,367.54	\$0.79	\$1,647.36	\$0.81	\$1,680.31
	335													
Division Manager - Recreation	335 NU	4	\$46.73	\$97,198.40	0.6%	\$48.14	3.7%	\$100,131.20	\$1.70	\$3,530.28	\$0.96	\$2,002.62	\$0.98	\$2,042.68
Housing Program Administrator	335 NU	4	\$46.73	\$97,198.40	0.6%	\$48.14	3.6%	\$100,131.20	\$1.69	\$3,520.66	\$0.96	\$2,002.62	\$0.98	\$2,042.68
W/WW Refuse Supervisor	335 NU	4	\$46.73	\$97,198.40	1.5%	\$48.14	4.5%	\$100,131.20	\$2.08	\$4,324.53	\$0.96	\$2,002.62	\$0.98	\$2,042.68
Development Services Supervisor	335 NU	1	\$42.77	\$88,961.60	1.5%	\$44.05	4.6%	\$91,624.00	\$1.92	\$3,993.34	\$0.88	\$1,832.48	\$0.90	\$1,869.13
Utility Technician Supervisor	335 NIU	1	\$42.77	\$88,961.60	1.5%	\$44.05	4.6%	\$91,624.00	\$1.92	\$3,993.34	\$0.88	\$1,832.48	\$0.90	\$1,869.13
Communications Coordinator	335 NU	6	\$49.58	\$103,126.40	1.7%	\$51.07	4.7%	\$106,225.60	\$2.30	\$4,784.42	\$1.02	\$2,124.51	\$1.04	\$2,167.00
Water Plant Supervisor	335 NU	6	\$49.58	\$103,126.40	2.2%	\$51.07	5.3%	\$106,225.60	\$2.58	\$5,359.12	\$1.02	\$2,124.51	\$1.04	\$2,167.00
Senior Planner	335 NU	3	\$45.37	\$94,369.60	2.6%				\$1.13	\$2,357.94	\$0.91	\$1,887.39	\$0.93	\$1,925.14
Administrative Supervisor	335 NU	3	\$45.37	\$94,369.60	2.6%				\$1.13	\$2,357.94	\$0.91	\$1,887.39	\$0.93	\$1,925.14
Water Quality Supervisor	335 NU	1	\$42.77	\$88,961.60	2.9%				\$1.20	\$2,497.25	\$0.86	\$1,779.23	\$0.87	\$1,814.82
WW Collections Supervisor	335 NU	3	\$45.37	\$94,369.60	2.6%				\$1.13	\$2,357.94	\$0.91	\$1,887.39	\$0.93	\$1,925.14
Senior Human Resource Coordinator	335 NU	1	\$42.77	\$88,961.60	11.9%				\$4.56	\$9,478.56	\$0.86	\$1,779.23	\$0.87	\$1,814.82
Asset Management Technician	335 NU				VACANT									

SALARY ADJUSTMENTS BASED ON PROPOSED MANAGEMENT RESOLUTION

**As of January 2025

**As of January 2025		INITIAL PLACEMENT				ADDITIONAL STEP IF LESS THAN 2.5%					July 1, 2026 - 2%		July 1, 2027 - 2%	
Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference
	340													
Division Manager - Parks Operations	340 NU	5	\$51.99	\$108,139.20	1.5%	\$53.55	4.6%	\$111,384.00	\$2.35	\$4,881.55	\$1.07	\$2,227.68	\$1.09	\$2,272.23
Finance Manager	340 NU	2	\$47.57	\$98,945.60	2.4%	\$49.00	5.5%	\$101,920.00	\$2.55	\$5,309.46	\$0.98	\$2,038.40	\$1.00	\$2,079.17
Police Sergeant	340 NU	5	\$51.99	\$108,139.20	2.5%				\$1.29	\$2,683.20	\$1.04	\$2,162.78	\$1.06	\$2,206.04
Accounting Manager	340 NU	7	\$55.16	\$114,732.80	2.6%				\$1.39	\$2,891.20	\$1.10	\$2,294.66	\$1.13	\$2,340.55
Police Sergeant	340 NU	5	\$51.99	\$108,139.20	2.5%				\$1.29	\$2,680.60	\$1.04	\$2,162.78	\$1.06	\$2,206.04
Police Sergeant	340 NU	5	\$51.99	\$108,139.20	2.5%				\$1.29	\$2,680.60	\$1.04	\$2,162.78	\$1.06	\$2,206.04
Police Sergeant	340 NU	5	\$51.99	\$108,139.20	2.5%				\$1.29	\$2,680.60	\$1.04	\$2,162.78	\$1.06	\$2,206.04
Police Sergeant	340 NU	5	\$51.99	\$108,139.20	2.5%				\$1.29	\$2,680.60	\$1.04	\$2,162.78	\$1.06	\$2,206.04
Police Sergeant	340 NU	5	\$51.99	\$108,139.20	2.5%				\$1.29	\$2,680.60	\$1.04	\$2,162.78	\$1.06	\$2,206.04
	345													
Emergency Operations Coordinator	345 NU	7	\$59.56	\$123,884.80	0.5%	\$61.35	3.5%	\$127,608.00	\$2.07	\$4,305.60	\$1.23	\$2,552.16	\$1.25	\$2,603.20
City Recorder	345 NU	3	\$52.92	\$110,073.60	2.7%				\$1.41	\$2,927.08	\$1.06	\$2,201.47	\$1.08	\$2,245.50
	350													
GIS Manager	350 NU	1	\$53.88	\$112,070.40	0.2%	\$55.50	3.2%	\$115,440.00	\$1.73	\$3,598.92	\$1.11	\$2,308.80	\$1.13	\$2,354.98
Planning Supervisor	350 NU	1	\$53.88	\$112,070.40	0.2%	\$55.50	3.2%	\$115,440.00	\$1.73	\$3,598.40	\$1.11	\$2,308.80	\$1.13	\$2,354.98
Building Official	350 NU	3	\$57.16	\$118,892.80	1.2%	\$58.87	4.3%	\$122,453.19	\$2.41	\$5,022.11	\$1.18	\$2,445.40	\$1.20	\$2,497.97
IT/AFN Manager	350 NU	3	\$57.16	\$118,892.80	1.2%	\$58.87	4.3%	\$122,453.19	\$2.41	\$5,022.01	\$1.18	\$2,445.40	\$1.20	\$2,497.97
IT/AFN Manager	350 NU	1	\$53.88	\$112,070.40	10.5%				\$5.11	\$10,629.32	\$1.08	\$2,241.41	\$1.10	\$2,286.24
	355													
Divison Chief	355 NU	2	\$59.93	\$124,654.40	1.1%	\$61.73	4.1%	\$128,398.40	\$2.45	\$5,096.00	\$1.23	\$2,567.97	\$1.26	\$2,619.33
Deputy Finance Director	355 NU	4	\$63.58	\$132,246.40	2.1%	\$65.49	5.2%	\$136,219.20	\$3.25	\$6,751.68	\$1.31	\$2,724.38	\$1.34	\$2,778.87
Deputy Parks Director	355 Parks	4	\$63.58	\$132,246.40	2.1%	\$65.49	5.2%	\$136,219.20	\$3.25	\$6,751.68	\$1.31	\$2,724.38	\$1.34	\$2,778.87
Deputy Public Works Director	355 NU	4	\$63.58	\$132,246.40	2.1%	\$65.49	5.2%	\$136,219.20	\$3.25	\$6,751.68	\$1.31	\$2,724.38	\$1.34	\$2,778.87
Fire Marshall	355 NU	4	\$63.58	\$132,246.40	2.1%	\$65.49	5.2%	\$136,219.20	\$3.25	\$6,751.68	\$1.31	\$2,724.38	\$1.34	\$2,778.87
	360													
Deputy Police Chief	360 NU	1	\$62.84	\$130,707.20	1.0%	\$64.73	4.0%	\$134,638.40	\$2.49	\$5,170.88	\$1.29	\$2,692.77	\$1.32	\$2,746.62
Deputy Fire Chief	360 NU	1	\$62.84	\$130,707.20	1.8%	\$64.73	4.9%	\$134,638.40	\$3.03	\$6,302.40	\$1.29	\$2,692.77	\$1.32	\$2,746.62
Assistant Attorney	360 NU	1	\$62.84	\$130,707.20	6.0%				\$3.56	\$7,404.80	\$1.26	\$2,614.14	\$1.28	\$2,666.43

SALARY ADJUSTMENTS BASED ON PROPOSED MANAGEMENT RESOLUTION

**As of January 2025

INITIAL PLACEMENT						ADDITIONAL STEP IF LESS THAN 2.5%					July 1, 2026 - 2%		July 1, 2027 - 2%	
Recommended Title	Pay Grade	Step	Hourly	Annual Salary	% Increase	Additional Step if less than 3%	% Increase	Annual Salary	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference	Amount increased per hour	Annual Difference
	365													
Director of Parks & Recreation*	365 Parks	4	\$74.16	\$154,252.80	0.4%	\$76.39	3.4%	\$158,891.20	\$2.51	\$5,222.36	\$1.53	\$3,177.82	\$1.56	\$3,241.38
Director of Community Development	365 NU	3	\$72.00	\$149,760.00	2.4%	\$74.16	5.5%	\$154,252.75	\$3.84	\$7,987.15	\$1.48	\$3,085.11	\$1.51	\$3,146.76
Director of Finance	365 NU	3	\$72.00	\$149,760.00	2.4%	\$74.16	5.5%	\$154,252.75	\$3.84	\$7,987.15	\$1.48	\$3,085.11	\$1.51	\$3,146.76
Director of Human Resources	365 NU	2	\$69.90	\$145,392.00	1.9%	\$72.00	4.9%	\$149,760.00	\$3.40	\$7,063.16	\$1.44	\$2,995.20	\$1.47	\$3,055.10
	370													
Director of Electric	370 NU	5	\$82.50	\$171,600.00	2.7%				\$2.16	\$4,497.22	\$1.65	\$3,432.00	\$1.68	\$3,500.64
Director of Public Works	370 NU	3	\$77.76	\$161,740.80	2.7%				\$2.03	\$4,230.30	\$1.56	\$3,234.82	\$1.59	\$3,299.51
Police Chief	370 NU	5	\$82.50	\$171,600.00	2.7%				\$2.16	\$4,497.22	\$1.65	\$3,432.00	\$1.68	\$3,500.64
Fire Chief	370 NU	1	\$73.30	\$152,464.00	12.2%				\$7.96	\$16,556.80	\$1.47	\$3,049.28	\$1.50	\$3,110.27
	375													
Deputy City Manager	375 NIU	1	\$79.16	\$164,652.80	9.9%				\$7.13	\$14,821.25	\$1.58	\$3,293.06	\$1.61	\$3,358.92
	380													
City Attorney*	380 NIU	3	\$88.18	\$183,414.40	2.5%				\$2.19	\$4,549.38	\$1.76	\$3,668.29	\$1.80	\$3,741.65
	AA													
City Manager*	AA	4	\$96.87	\$201,489.60	2.3%	\$99.79	5.4%	\$207,563.20	\$5.10	\$10,599.16	\$2.00	\$4,151.26	\$2.04	\$4,234.29

*Subject to Employment Contract

	Average % increase	Average increase per hour	Average Annual Difference
2025	5.0%	\$2.18	\$4,533.84
2026	2.0%	\$0.95	\$1,981.87
2027	2.0%	\$0.97	\$2,021.52

Annual Wage Increase by Group vs. Total Budget

	Effective July 1, 2025			Effective July 1, 2026			Effective July 1, 2027		
	Total Positions	Total Annual Wage Increase	Percentage of Total Budget	Total Annual Wage Increase	Percentage of Total Budget	Total % for Biennium	Total Annual Wage Increase	Percentage of Total Budget	
Management Resolution									
Executive Management	17	\$ 127,144.27	0.034%	\$ 52,776.77	0.014%	0.048%	\$ 53,832.21	TBD	
Supervisors	32	\$ 127,939.82	0.034%	\$ 65,381.78	0.017%	0.052%	\$ 66,696.74	TBD	
Front Line Staff	43	\$ 162,029.52	0.043%	\$ 64,173.60	0.017%	0.060%	\$ 65,450.94	TBD	
Total	92	\$ 417,113.60	0.112%	\$ 182,332.16	0.049%	0.160%	\$ 185,979.88	N/A	
IBEW 659									
Clerical	33	\$ 84,719.60	0.023%	\$ 44,173.13	0.012%	0.034%	\$ 45,056.59	TBD	
LiUNA 737									
Laborers	42	\$ 105,902.36	0.028%	\$ 57,097.20	0.015%	0.044%	\$ 58,214.58	TBD	
IBEW 659									
Electric	14	\$ 83,444.15	0.022%	\$ 51,917.45	0.014%	0.036%	\$ 46,161.29	TBD	