Council Business Meeting Agenda

ASHLAND CITY COUNCIL

BUSINESS MEETING AGENDA

Tuesday, August 5, 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 public forum topics and 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.

I. City Council Training Session and Informational Meeting 5:15 - 6:00 pm
Pursuant to ORS 192.360(1)(m) the City Council will receive training on Public Records, Public Meetings Law, and Government Ethics by the City Attorney. There will be no discussion as this is an informational session only.

II. BUSINESS MEETING - CALL TO ORDER 6:00 pm

a. Land Acknowledgement**

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

a. Hiroshima Nagasaki Proclamation

VI. APPROVAL OF MINUTES

a. Minutes of the July 14, 2025 – Study Session Meeting

b. Minutes of the July 15, 2025 - Business Meeting

c. Corrected minutes of the June 17, 2025 Business Meeting

VII. CONSENT AGENDA

a. Requesting approval to purchase a van mounted sewer inspection camera system.

b. Award of Design Contract – Phase 2 & 3 of the Wastewater Treatment Plant Headworks Upgrade Project

c. Requesting approval to purchase chemicals for the water and wastewater treatment plants from the lowest bidder.

d. 2200 Ashland St. Facility Ad Hoc Committee Appointments

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM
15 minutes – Public input or comment on City business not included on the agenda

X. PUBLIC HEARING

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Second Reading of ORD 3270 - Removing AMC 4.32 Alarm Systems

b. Second Reading of and adoption of Findings for Ordinance 3261: "An ordinance amending the officially adopted physical and environmental constraints map removing the locally adopted Ashland modified floodplain from Hamilton Creek" (Planning Action #PA-T3-2025-000012).

XII. UNFINISHED BUSINESS

a. 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

XIII. NEW BUSINESS

XIV. CITY MANAGER REPORT

a. August Report

XV. OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

XVI. 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.

* Items on the Agenda not considered due to time constraints are automatically continued to the next regularly scheduled Council meeting [AMC 2.04.030.(D)(3)]

**** LAND ACKNOWLEDGEMENT**

We acknowledge and honor the aboriginal people on whose ancestral homelands we work—the Ikirakutsum Band of the Shasta Nation, as well as the diverse and vibrant Native communities who make their home here today. We honor the first stewards in the Rogue Valley and the lands we love and depend on: Tribes with ancestral lands in and surrounding the geography of the Ashland Watershed include the original past, present and future indigenous inhabitants of the Shasta, Takelma, and Athabaskan people. We also recognize and acknowledge the Shasta village of K'wakhakha - "Where the Crow Lights" - that is now the Ashland City Plaza.

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

A PROCLAMATION IN HONOR OF HIROSHIMA & NAGASAKI DAY

WHEREAS, Ashland's public commitment to end the threat of nuclear catastrophe dates back to 1982, when its citizens passed a ballot measure declaring the city a Nuclear Free Zone. The non-profit organization Peace House grew out of that effort in 1983. The 2025 Rogue Valley Hiroshima Nagasaki Vigil marks the 40th consecutive year commemorating the atomic bombings of those cities.

WHEREAS, Ashland became a **Mayors for Peace** city in 1998, responding to a global invitation from the mayors of Hiroshima and Nagasaki to work for the abolition of nuclear weapons. As of July 1, 2025, there are 8,497 Mayors for Peace cities in 166 nations, including 230 in the United States and eight in Oregon.

WHEREAS, In addition to promoting safe and resilient cities, and a culture of peace, **Mayors for Peace** supports the Treaty on the Prohibition of Nuclear Weapons, adopted in July 2017. It entered into force January 2021 and is legally binding on the 70 governments that have ratified it thus far. Another 23 have signed and await ratification.

WHEREAS, The Oregon Legislature passed Senate Joint Memorial 5 in 2019, calling on the President and Congress to lead global efforts to reduce the threat of nuclear war.

WHEREAS, Ashland is home to two living Hiroshima Peace "ambassadors" grown from seeds of trees that survived the atomic bombing of Hiroshima. The Peace Ginkgo is near Thalden Pavilion on the Southern Oregon University campus, and the Peace Camellia is near the entrance of Lithia Park's Japanese Garden.

WHEREAS, In June of 2024, the U.S. Conference of Mayors adopted a resolution urging the President and Congress to increase dialogue with other nuclear-armed nations, and work to reduce tensions and explore risk reduction strategies together.

WHEREAS, From August 6-9, concerned citizens, civic organizations and faith communities in Ashland and the Rogue Valley will commemorate the atomic bombings of Hiroshima and Nagasaki, remember all victims of nuclear weapons development and testing, and renew commitments to prevent such weapons from ever being used again.

NOW, THEREFORE, I, Tonya Graham, on behalf of the City of Ashland, do hereby proclaim August 6, 2025, as: “Hiroshima Day” and August 9, 2024, as: “Nagasaki Day”

I invite all citizens to participate in the local Hiroshima – Nagasaki Vigil activities. In Ashland we are Better Together.

Dated this 5th day of August 2025.

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder

ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, July 14, 2025

Graham called the meeting to order at 5:30 pm.

Council Present: Mayor Graham, Councilors Bloom, Dahle, DuQuenne, Hansen, Kaplan and Sherrell.
Council Absent: None
Staff Present:

Sabrina Cotta	City Manager
Alissa Kolodzinski	City Recorder
Chris Chambers	Forestry Officer

I. **Call to Order**
II. **Reports and Presentations**
   a. Community Wildfire Protection Plan

City of Ashland Forestry Officer Chris Chambers, along with Certified Wildfire Mitigation Specialist, Jerry McAdams, Volunteer, Charisse Sydoriak, and Executive Director of the Ashland Chamber of Commerce Sandra Slattery, presented the Community Wildfire Protection Plan (CWPP) found in the agenda packet (presentation attached.)

Chambers emphasized Ashland's high wildfire risk and the need for a new approach to wildfire preparedness. The 2025 CWPP differs significantly from the 2004 version, focusing more on preserving the community, economy, and way of life under the threat of urban conflagrations.

McAdams stressed the importance of the fire-adapted communities' piece, highlighting Ashland's vulnerability due to its older, combustible homes and high density. The council was encouraged to consider increasing capacity in this area, given that wildfire is one of the highest risks to the community.

Sydoriak, explained the community engagement process used in developing the CWPP. This included surveys, interviews, and outreach to socially vulnerable populations. The team collected data from various demographics, including homeowners, renters, and property management companies.

Slattery from the Ashland Chamber of Commerce discussed the economic stability section of the plan. She highlighted the chamber's long-standing partnership with Ashland Fire and Rescue in wildfire preparedness efforts and outlined initiatives to educate and support local businesses in emergency preparedness.

The presentation covered several key aspects of the CWPP:

- **Risk Assessment:** The team used advanced mapping techniques, like LiDAR, to identify wildfire risks, including structural threats and vegetation details.
- **Infrastructure Protection:** The plan emphasizes securing Ashland's electric and water systems, including replacing wooden poles and fuses. It also involves collaboration with Oregon State University to bolster the water system's resilience.
- **Insurance Crisis:** Residents face increased premiums and less accessible coverage due to higher wildfire risks. The CWPP suggests forming partnerships and obtaining certifications, like the Wildfire Prepared Homes Program, to help residents maintain and lower insurance costs.
- **Recovery Planning:** Highlighting the need for a comprehensive wildfire recovery strategy, focusing on economic stability and maintaining the community's socio-economic structure.
- **Implementation Priorities:** The plan outlines steps for implementing the CWPP, including revamping codes and ordinances, conducting outreach, improving evacuation systems, and performing wildfire risk assessments.

The presenters emphasized the need for community-wide participation in implementing the plan, stating that it belongs to the entire community. They also stressed the importance of securing sustainable funding for implementation.

Several crucial points and concerns were extensively discussed by the council concerning various elements of the Community Wildfire Protection Plan (CWPP):

- **Funding:** The council discussed various funding options, including successful models from other communities, to support the plan's implementation. Emphasis was placed on the importance of setting realistic funding expectations and achieving a sustainable long-term funding strategy.
- **Code Enforcement**: The council explored transitioning from voluntary participation to enhanced code enforcement to ensure broader compliance and effectiveness in wildfire risk reduction, fostering community understanding and cooperation.
- **Affordability:** The council addressed potential trade-offs and challenges tied to affordability across community segments, underlining the importance of addressing economic disparities and ensuring equitable solutions.
- **Insurance:** Discussions centered on refining insurance-related initiatives to clarify the city's role and position. And to position the community for pilot programs with insurance companies.
- **Community Engagement**: To boost wildfire preparedness, the council proposed strategies to enhance community participation, including utilizing the CERT program and developing neighborhood ambassador roles to engage residents and strengthen local readiness.

In preparation for the plan's return for approval, the Council directed staff to provide a comprehensive set of details, including:

- A detailed outline of the city's specific responsibilities and the costs associated with them; an analysis of how existing staff and resources might be better leveraged.
- A focus on identifying potential efficiencies to streamline implementation.
- A clear plan outlining what would enable the city to implement the CWPP effectively and sustainably.

This feedback reflected a shared commitment to ensuring that the city is both proactive and responsive in safeguarding against wildfire threats while balancing the multifaceted needs of the community.

The council emphasized the importance of the CWPP in addressing Ashland's wildfire risk and the need for a cultural shift towards community-wide preparedness. Highlighting the importance of asking "who benefits and who pays" when implementing the plan to ensure equity.

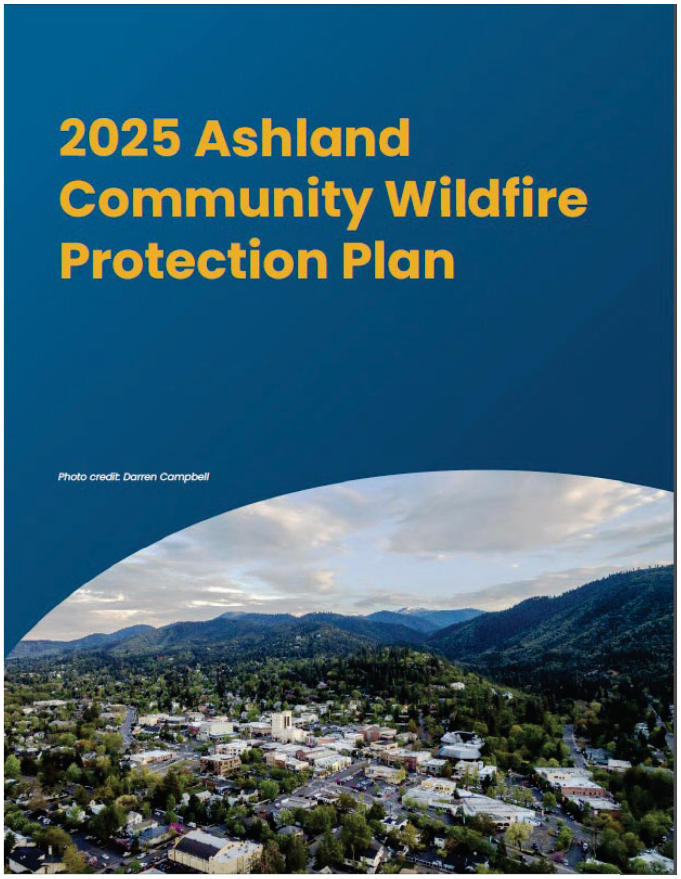
III. Adjournment of Study Session

The meeting was adjourned at 8:58 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

DRAFT



CITY OF ASHLAND
Better Together

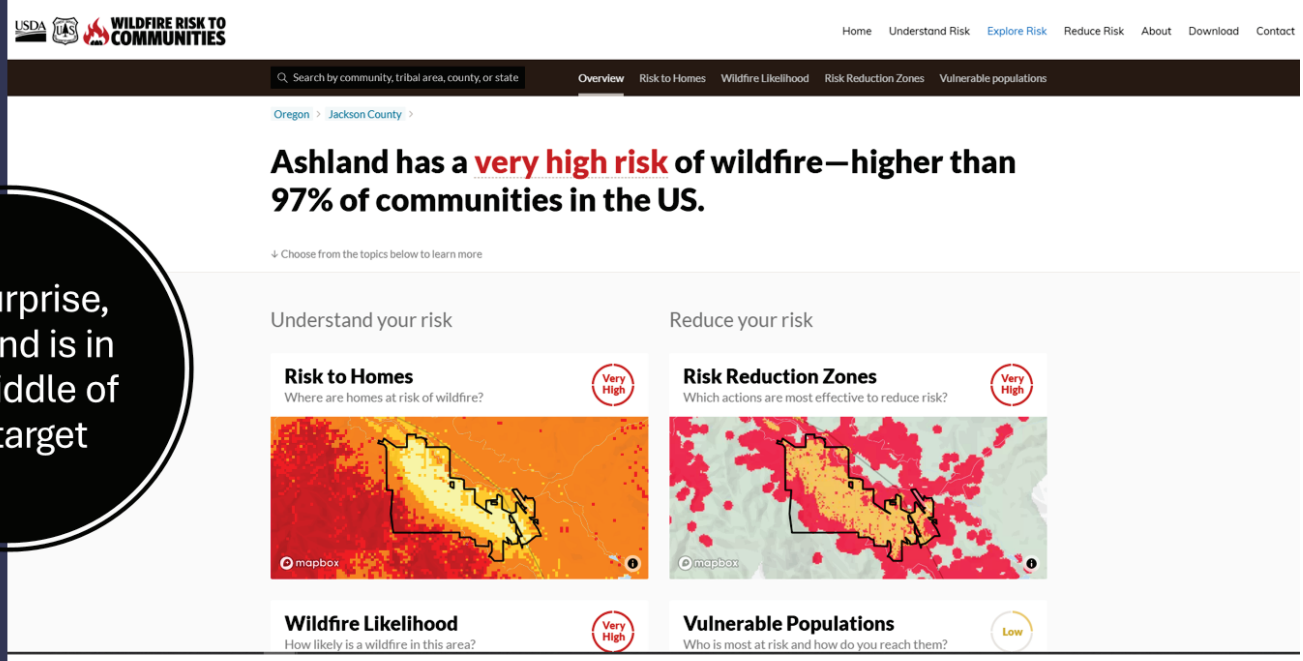
City Council Study Session
July 14th, 2025

CWPP Contractor:

McFire LLC

Funded by a grant from the USDA Forest Service

No surprise, Ashland is in the middle of the target



We must recognize that our communities were developed in a climate and environment that no longer exist.

We have the tools and knowledge to reduce community wildfire risks. But we must address the profound and deeply rooted misalignment of political and social expectations regarding what it means to live with wildfire.

Now is the time to invest in long-term, economically efficient solutions, rather than short-term, risk-averse tactics.

We have to live with wildland fire. We don't have to live with fire in our communities.

From: Calkin, et al., 2023, Wildland-urban fire disasters aren't actually a wildfire problem.

What is a CWPP?

1. Community's strategic plan to avoid a wildfire disaster
2. Key to unlock grant funding
3. Directs U.S. Forest Service to consider community priorities in the City's watershed
4. A CWPP requires collaboration, measures to reduce structural ignitability, and prioritizing fuel reduction areas (HFRA, 2003)

2004 to 2025: Changing Priorities

1. 2004 Ashland CWPP focused on watershed and forest values
2. Time was limited to engage full community
3. The wildfire picture has radically changed since 2004
4. Major shift to community preservation due to increasing urban conflagrations in wildfire-prone areas.

2004 to 2025: Building on Success

1. Ashland Forest Resiliency Stewardship Project, or AFR, created a model of success for community wildfire mitigation.

2. AFR initially planned for 7,500 acres at a cost of $12 million. Final project covered 14,000 acres and cost $33 million, a testament to success attracting funding and enabling more work.

An External Assessment: Jerry McAdams, CWMS

Ashland's Obligations based on the CWDG Grant

1. Assess **community structure ignitability** & fill risk assessment gaps.
2. Assess **critical infrastructure** vulnerable to wildfire impacts.
3. Develop a risk reduction **strategy for vulnerable community members.**
4. Enable **citywide structural ignitability risk reduction.**
5. Mitigate **landscape wildfire** potential.
6. Strengthen wildfire **prevention** strategies.
7. Promote personal **health and safety.**
8. Develop an **economic resilience** strategy.
9. Identify what is needed for a **post-fire recovery plan.**
10. Develop a **strategy to secure sustainable funding** to create a fire adapted community.

A Community Process

Contributors	#	Working Groups	#
State representatives	6	Community profile	1
Federal employees	6	Reflecting on the past 20 years	4
City Council	3	Assessing Community Risk	8
Chamber of Commerce	3	Public Health and Safety	10
City Committee Members	7	Economic Sustainability	12
Jackson County	2	Insurance	4
Universities	8	Rental Properties	6
Hospital Services	3	Socially Vulnerable People	10
Non-profit Organizations	6	Build Mitigation Capacity	7
Businesses	15	Landscape Resilience	3
Homeowner Associations	4	Codes and Ordinances	4
City staff	22	Response & Prevention	2
Contractors	7	Wildfire Recovery Planning	2

CWPP Organization

The CWPP Vision (1)
Thematic Goals (5)
Challenges (44)
Initiatives (~220)

The CWPP Vision

Vision Statement: *We envision a future where Ashland's fabric, economy, and spirit not only withstand wildfire—but grows stronger and more connected because of it. In this future, residents, students, workers, visitors, and pets remain safe during wildfires and return quickly to undamaged homes, schools, businesses, and gathering places.*

Thematic Goals
Stronger Together, Safer Forever – **Inspire and mobilize** the Ashland community through trust, shared leadership, and open dialogue to achieve 90% risk reduction within 10 years.
Strengthen What Matters, Track What Counts – **Harden Ashland's highly valued resources and assets (HVRAs)** to wildfire through data-informed strategic planning, regular risk assessments, and monitoring progress.
Smart Standards, Big Results – **Revise municipal codes** to align with the 90% risk reduction goal by integrating clear compliance timelines and financial assistance for eligible populations.
Strengthen Our Core, Fund the Mission – **Establish a reliable local funding mechanism** and build core capacity to partner, secure, manage, and match essential risk reduction resources.
Meaningful Work, Massive Impact – **Secure funding** to support wildfire risk assessments, implement inclusive community engagement initiatives, create and maintain resilient forests, and fund structure-hardening and defensible space work.

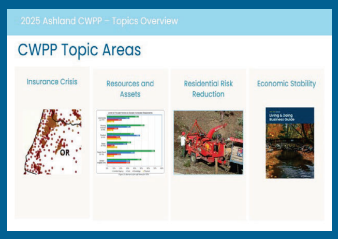
CWPP Topics Overview

Community Participation

Community Risk Assessment

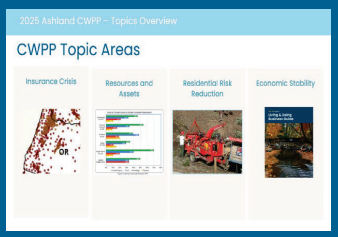
Vulnerable Populations

Renters

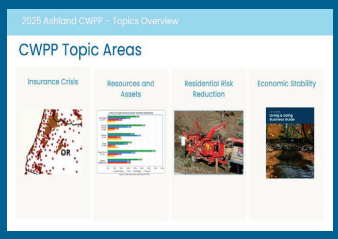


Insurance Crisis

Resources and Assets



Residential Risk Reduction



Economic Stability

Paradigm Shift

Landscape Resiliency

Community Health and Safety

Wildfire Recovery

Community Surveys and Attitudes

Outreach Respondents

Year	Number	Outreach Projects
2015	437	Local CWPP conversations
2019	~1,136	Single-family home residents
2020	2,472	Evacuation time study
2024	225	Local conservations w/ SVPs
2024	319	CWPP on-line survey
2024	8	Property mgt companies survey
2024	22	Private rental owners survey
Total	**~4,619**	**Participants**

Engagement Highlights

Outreach Gaps: Traditional communication methods fail to reach many socially vulnerable residents; hands-on, trusted community engagement is essential.

Renter Challenges: Nearly half the community rents, yet tenants have little control over wildfire risk, face resource gaps, and are vulnerable to displacement and rising rents.

Barriers to Action: Financial constraints, limited knowledge, and physical limitations prevent many from reducing wildfire risks.

Mitigation Challenges: Workforce gaps, misinformation, and weak accountability hinder effective wildfire risk reduction efforts.

Residential Risk Reduction Challenge Statements
Challenge RR-1: ***Residents' perceptions of wildfire risk varies significantly by housing type, location, ownership, and experience, leading to inadequate preparations.***
Challenge RR-2: ***Physical/functional limitations prevent many residents from conducting wildfire risk reduction work.***
Challenge RR-3: Financial constraints pose a significant barrier to wildfire risk reduction across all demographic groups.
Challenge RR-4: Collective residential risk reduction is essential to protect everyone, yet many neighbors do not participate, or their efforts are inadequate even when they are in a NFPA designated Firewise USA® Neighborhood.
Challenge RR-5: ***Licensed and unlicensed workers are either not empowered to, are unaware of, or choose not to follow fire-resistant construction and/or landscaping best practices and some residents don't want to make recommended adjustments to be wildfire safe.***

Renter Preparedness Challenge Statements
Challenge RE-1: Most renters lack authority to implement risk reduction measures. Rental owners and property management companies (by proxy) are ultimately responsible for reducing wildfire risk, but they don't appear to have incentive or motivation to take necessary action.
Challenge RE-2: Renters living in multi-unit housing face greater challenges. Many renters don't understand wildfire risk or are not motivated to learn.
Challenge RE-3: In the aftermath of wildfire, the availability of affordable rental homes in Ashland may become severely limited, potentially forcing many residents to relocate.
SVP Preparedness Challenge Statements
Challenge SV-1: Many socially vulnerable households underestimate their wildfire risk and face multiple barriers to reducing that risk.
Challenge SV-2: SVPs require a variety of communication modalities to develop trusting relationships critical to fostering engagement.
Challenge SV-3: A majority of socially vulnerable residents live in housing that is highly vulnerable to wildfire ignition.

Top 4 Risk Reduction Barriers to Making Homes Safer from Wildfires

84% *had no of renters felt like they control over their home's safety from wildfire.*

Lack of Agency

Almost ***1 in 5*** *residents are living below the federal poverty line and nearly 40% of Ashland households are deemed "cost burdened." (ACCESS, 2023)*

Financial Constraints

Approximately 22% of SVPs reported not receiving any wildfire safety information, revealing a major outreach gap, particularly among ***apartment dwellers.***

Inadequate Knowledge

The top barrier reported by ***single family residents*** *was physical difficulty in performing mitigation work, cited by* ***nearly half (49%)*** *of respondents*

Physical Limitations

7

77% of respondents say action is needed as quickly as possible

The 2010 Oak Knoll Fire

Key CWPP Topic: Economic Stability

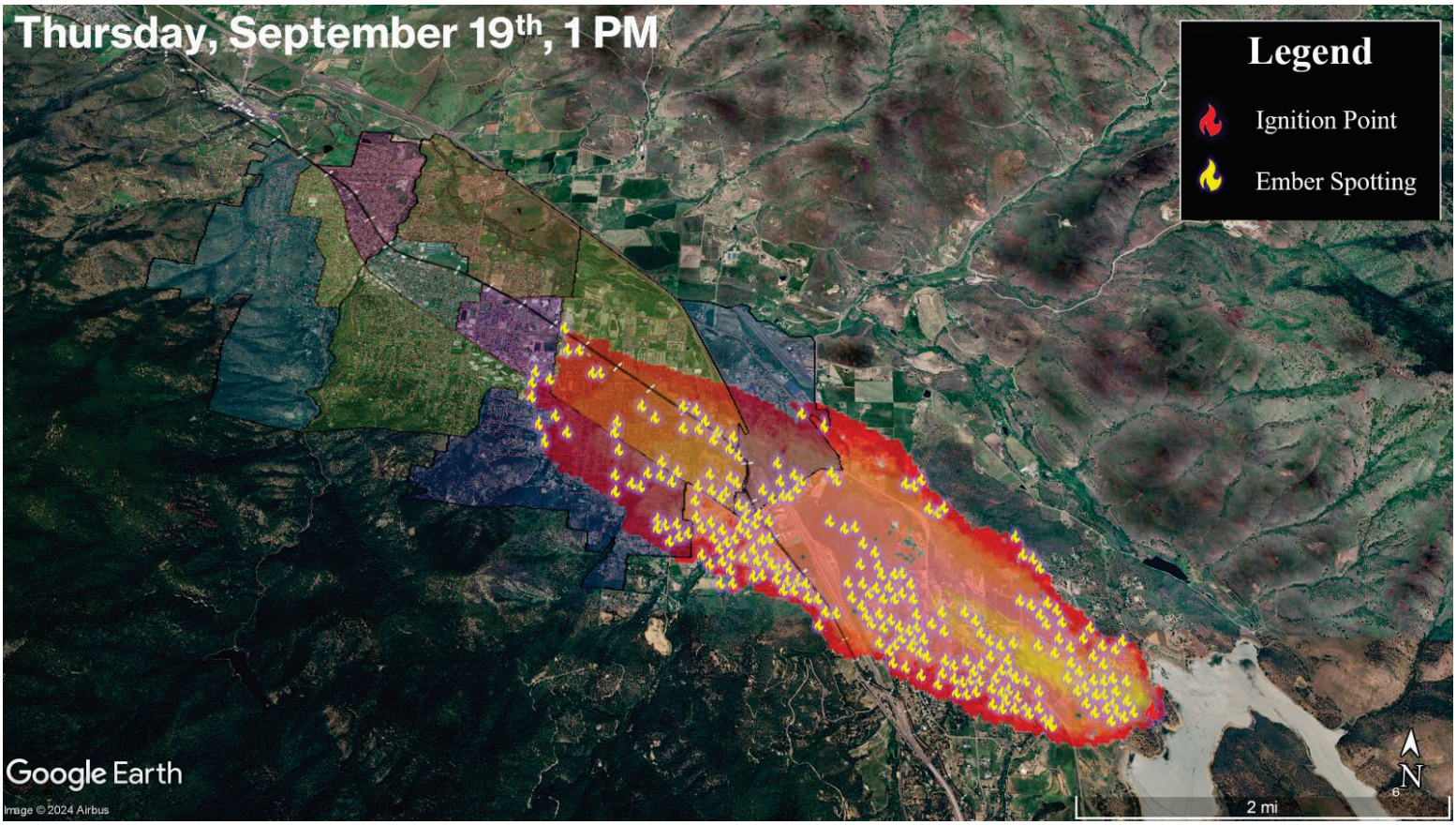
1. Double down on Smokewise Ashland program offerings for businesses
2. Increase capacity in partnership with the Chamber to assess and address business vulnerability to wildfire, including physical buildings, employees, and customers.

Key CWPP Topic: Community Health and Safety

Community Health and Safety Challenge Statements
Challenge HS-1: Emergency notifications and advisories are not accessible to everyone, are confusing to some members of the community, and the communication system has operational weaknesses.
Challenge HS-2: Many are concerned that safe evacuation during an event will be extremely difficult for many reasons, including not having the means to evacuate, confusion about what to do and where to go, blocked roads, and fallen utility poles.
Challenge HS -3: While the city has a 4-year-old community smoke impacts response plan, it has not been adequately funded and fully implemented. Community awareness of smoke impacts on public health and proactive protective measures could be improved.
Challenge HS -4: Local citizens and commuters are concerned about their health and safety during a wildfire event. Some fear they will be unable to receive health care or survive if they can't evacuate.

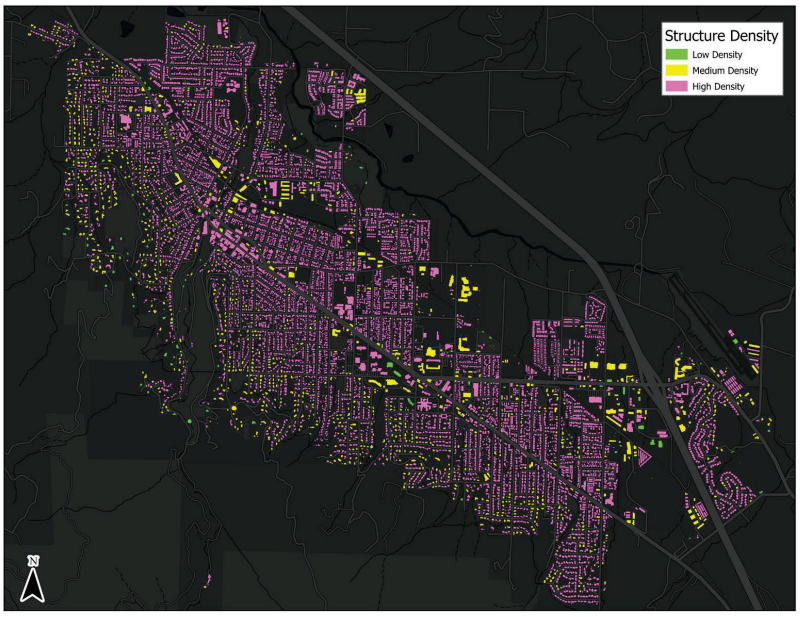
Key CWPP Topic: Wildfire Fuels Management and Landscape Resiliency

1. Strategic fuel breaks around the city
2. Maintain old, and grow new forest resiliency work on public and private lands
3. Prioritize dealing with recent tree die-off on federal lands in lower watershed
4. Work with USFS and Mt. Ashland Association to better protect this community asset



Key CWPP Topic: Prevent an Urban Conflagration

The goal is to achieve meaningful wildfire risk reduction in 10 years. This requires strategically mitigating risk on ~90% of structures in the city.



Much of Ashland lacks adequate Structure Separation Distance (SSD), to avoid structure to structure fire spread, a key risk factor identified by the National Institute for Standards and Technology, upon reviewing past urban wildfire disasters.

Why a New Wildfire Mitigation Paradigm?

- Past voluntary wildfire risk reduction programs have been inadequate in results and pace, including Firewise USA and the recent FEMA grant.

- Building stock is primarily older, not built to wildfire code, and high density.

- Aligning our community's safety with science-based codes will allow us to withstand inevitable fires of the future.

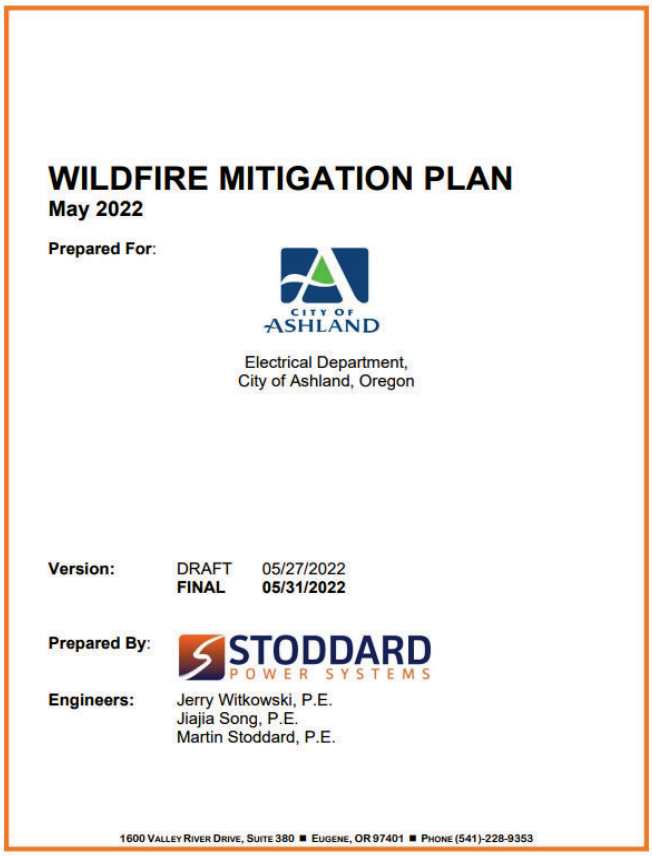
- We are on notice: The Almeda Fire experience demands we act now

Cutting-edge hazard mapping was created by the City, Rogue Reconnaissance, and Oregon State University using ultra high-resolution aerial data from a method called LiDAR. The risk and hazard assessment will be used to help prioritize areas of the city and to measure progress.

Ladder fuels are a key measure of the potential for crown fire and ember production.

Other Key Content:

1. Electric Infrastructure Hardening
2. Water System Analysis
3. Insurance Crisis
4. Wildfire Recovery Planning



WILDFIRE MITIGATION PLAN
May 2022

Prepared For:

CITY OF ASHLAND

Electrical Department,
City of Ashland, Oregon

Version: DRAFT 05/27/2022
FINAL 05/31/2022

Prepared By: STODDARD POWER SYSTEMS

Engineers: Jerry Witkowski, P.E.
Jiajia Song, P.E.
Martin Stoddard, P.E.

1600 Valley River Drive, Suite 380 ■ Eugene, OR 97401 ■ Phone (541)-228-9353

🔥 The insurance Crisis in Ashland threatens Housing, Renters, & Local Businesses

- **Ashland property owners** face rising premiums (as much as 700%) and shrinking coverage. Inability to get insurance affects property values. Some homeowners are choosing not to have insurance.
- Some **insurers will only insure properties that meet fire-resistant standards**.
- ~67% of **Ashland renters are uninsured** — at risk of losing all assets and housing because of wildfire.
- **Socially vulnerable residents** (low income, seniors, disabled, single parents, and limited-English speakers) are least insured and face displacement.
- **Rising insurance costs threaten Ashland's economy** — business continuity and housing security are at risk.

The Wildfire Insurance Crisis

Home insurance in areas with high wildfire risk is becoming more expensive and harder to obtain, with potential consequences for state and local budgets.

Wildfires contribute to more costly insurance
The rising costs of wildfire recovery and rebuilding are among the reasons home insurers are raising rates, issuing non-renewals, and exiting risky locations.

High insurance costs lead to underinsured homes
In some western states, insurance has increased more than 50% in the last five years. A growing number of homeowners are underinsured or uninsured.

The underinsured struggle to recover from disasters
After wildfires, uninsured and underinsured households lack the resources to rebuild, extending the period of displacement.

Without insurance, home financing is unavailable
Inadequate insurance leads lenders to deny mortgage applications, reducing home ownership and impacting property values.

Inaction raises costs for local and state budgets

Delays in rebuilding increase the demand for temporary housing and social services, adding billions to recovery costs.

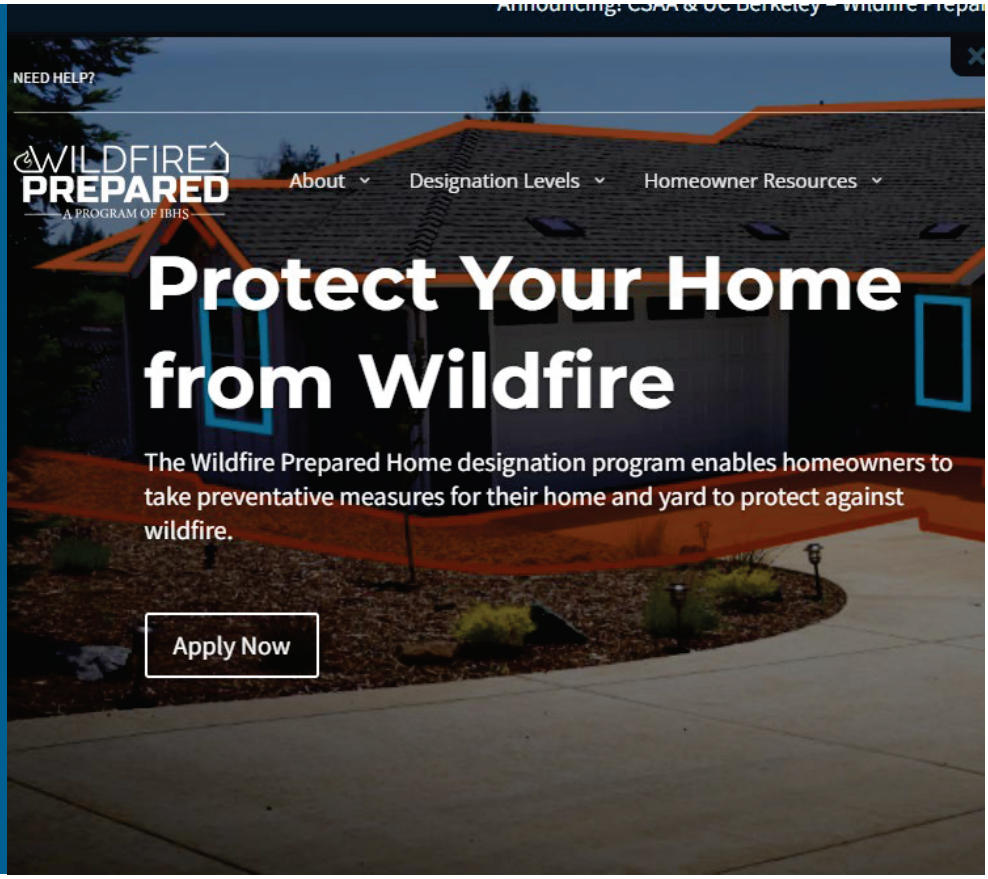
Declines in home values reduce local services such as police, schools, and street maintenance that rely on property tax revenue.

The need for revenues increases the frequency of emergency allocations, unplanned tax increase and may threaten bond ratings.

What needs to happen:
Reduce community risk

Investing in community-scale wildfire-resistant construction, vegetation management, and neighborhood planning can minimize damages from wildfire and improve the accessibility and affordability of insurance.

https://headwaterseconomics.org HEADWATERS ECONOMICS CPAW



FIRST STREET

Paradise: A case study.

Paradise experienced large-scale property damages and population displacement during the Camp Fire in 2018. More than 50,000 people were displaced and more than 18,000 structures were destroyed, causing an estimated $16.5 billion in damage. These extreme impacts also caused Paradise to default on its municipal bonds in the months following the Camp Fire. Furthermore, sustained high levels of wildfire and smoke exposure in Paradise resulted in cascading effects of population decline, deceasing property values, and accelerating insurance increases.

PHOTO SOURCE: NOAH BERGER, AP

CHANGES IN INSURANCE, POPULATION, AND PROPERTY VALUE SINCE THE CAMP FIRE IN PARADISE, CA

	2018	2023	Absolute change	Percent change
Insurance Cost	$2,178	$2,979	+$801 ↑	36.8%
Population	26,532	8,285	-18,247 ↓	-68.8%
Property Value	**$570,602**	**$330,310**	**-$240,292 ↓**	**-42.1%**

SOURCES: U.S. CENSUS BUREAU, AMERICAN COMMUNITY SURVEY; ZILLOW ZHVI.

Getting to Work

Implementation Priorities
Scaling up wildfire risk assessments and structure-hardening programs citywide.
Strengthening evacuation systems and smoke resilience initiatives.
Focusing outreach on socially vulnerable populations and renters, ensuring equitable access to wildfire risk reduction resources.
Building a full-time CWPP implementation team and a robust tracking dashboard.
Securing an average of $8 million annually for 10 years to fund wildfire mitigation, workforce development, and public engagement.
Revamping local codes and ordinances to align with modern wildfire science.

Critical Insights: What the CWPP Asks of Ashland's Leaders

•**Scaled Risk Reduction Requires Bold Leadership**
Significant impact is possible — but only with visible, sustained leadership and a willingness to make hard choices.

•**Expect Pushback — Plan for It**
A long-term, proactive public engagement and communications strategy is essential to build trust and momentum.

•**Capacity Matters**
Implementation demands a **full-time, dedicated facilitator** to build partnerships and manage funding. The work required cannot be absorbed by existing staff.

What the City Can Do to Lead Effectively

1. City Leadership Must Be Visible and Accountable
   Retrofitting landscapes and buildings for fire resistance will be costly — and City-owned properties must set the example.
2. Equity Requires a New Approach
   Outreach and support strategies for renters and socially vulnerable populations must be reimagined — business-as-usual will leave people behind.
3. Partnership Over Promotion
   Facilitate and support collaboration with a broad network of community partners
4. Workforce Training Is Critical
   Landscapers and construction workers will need training, oversight, and accountability to capture capacity and meet standards
5. Risk Reduction Is an Investment in Economic Stability
   Proactive, community-wide mitigation can improve access to insurance and protect both property values and economic stability.
6. Ashland Will Look Different — By Design
   A fire-adapted future means embracing visible changes in how our city looks and functions — and helping residents understand why that matters.

We must recognize that our communities were developed in a climate and environment that no longer exist.

We have the tools and knowledge to reduce community wildfire risks. But we must address the profound and deeply rooted misalignment of political and social expectations regarding what it means to live with wildfire.

Now is the time to invest in long-term, economically efficient solutions, rather than short-term, risk-averse tactics.

We have to live with wildland fire. We don't have to live with fire in our communities.

From: Calkin, et al., 2023, Wildland-urban fire disasters aren't actually a wildfire problem.

Next Steps After Adoption

1. August 19th Council Business Meeting for CWPP Adoption
2. Build a CWPP Implementaiton Partnership
3. Apply for external funding
4. Create Wildfire Risk Reduction Fee spending plan using CWPP priorities

Thank you!

Contact Information

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208-869-8107

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541-552-2066

charsyd3@gmail.com

Funding provided by a grant from the USDA Forest Service

ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, July 15, 2025

I. EXECUTIVE SESSION 4:30 - 5:30 pm

To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing pursuant to ORS 192.660 (2)(i).

Mayor Graham and Councilors DuQuenne, Dahle, Kaplan, Hansen and Sherrell were present. City Attorney Johan Pietila and City Manager Sabrina Cotta were present.

II. City Council Training Session and Informational Meeting 5:30 - 6:00 pm

Pursuant to ORS 192.360(1)(m) the City Council will receive training on Public Records, Public Meetings Law, and Government Ethics by the City Attorney. There will be no discussion as this is an informational session only.

This item was postponed to another date.

III. 6:00 PM Business Meeting

Council Present: Mayor Graham, Councilors Bloom, Dahle, DuQuenne, Hansen, Kaplan, and Sherrell.
Council Absent: None
Staff Present:

Sabrina Cotta	City Manager
Johan Pietila	City Attorney
Alissa Kolodzinski	City Recorder
Marianne Berry	Finance Director
Tighe O'Meara	Police Chief
Brandon Goldman	Community Development Director
Aaron Anderson	Senior Planner
Derek Severson	Planning Manager
Linda Reid	Housing Program Manager

IV. CALL TO ORDER

Mayor Graham called the meeting to order at 6:17 p.m. (due to technical issues)

a. Land Acknowledgement**

Councilor DuQuenne read the land acknowledgement.

V. PLEDGE OF ALLEGIANCE

Mayor Graham led the pledge of allegiance.

VI. ROLL CALL

VII. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

Graham announced two changes to the agenda, the special presentation on the Guanajuato Sister City Visit will occur after the public hearing and the first reading of Ordinance 3261 will be second and readings of Ordinances 3267, 3268, and 3269 will be third.

VIII. APPROVAL OF MINUTES

a. Minutes of June 16, 2025 – Study Session Meeting
b. Minutes of June 17, 2025 - Business Meeting

DuQuenne requested correction of the June 17, 2025 Business Meeting minutes as she arrived late on Zoom that day and was not there during the vote. Those minutes will be corrected and brought back for approval.

Motion made to approve the minutes of June 16, 2025 – Study Session Meeting

Motion: Dahle Second: Hansen

Roll Call Vote: Sherrell, Dahle, Bloom, DuQuenne, Kaplan, and Hansen - YES. Motion passed.

IX. CONSENT AGENDA

a. Approval of Amendments to Emergency Communications of Southern Oregon (ECSO) User Agreements with Ashland Police and Ashland Fire
b. Resolution 2025-23 Changing the Name of Houck Way to Hagen Way
c. Approval of Liquor License for Oregon CVS Pharmacy and ZI Spice
d. Adoption of Findings and Conclusions of Law - 231 Granite Street PA-T2-2024-00053

Motion made to approve the consent agenda.

Motion: Bloom Second: Kaplan

Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, Sherrell and Hansen - YES. Motion passed.

X. PUBLIC FORUM – A resident raised concerns about fee increases impacting low-income families and urged the council to practice responsible spending and consider vulnerable residents when making decisions on fees and development.

XI. PUBLIC HEARING

a. First Reading of ORD 3270, Removing AMC 4.32 - Alarm Systems

Berry explained this proposed ordinance was a municipal code cleanup to remove a section no longer utilized by the city and noting that the permit processing time outweighed the revenue generated. O'Meara confirmed that removing this code would not pose any safety issues, as alarms would still be responded to as calls for service.

Graham opened and closed the public hearing, as no one had signed up to speak on this issue.

Motion made to approve the First Reading of the removal of Chapter 4.32 Alarm Systems from the Ashland Municipal Code and send Ordinance #3270 for the Second Reading.

Motion: Bloom Second: Kaplan

Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, Sherrell and Hansen - YES. Motion passed.

b. Public Hearing and First Reading of ORD 3261 An Ordinance Amending the Officially Adopted Physical and Environmental Constraints Map Removing the Locally Adopted Ashland Modified Floodplain from Hamilton Creek (Planning Action #PA-T3-2025-000012)

Goldman and Anderson provided a presentation (see attached). It was explained that this amendment addresses a correction to the city's officially adopted physical environmental constraints map. The segment of Hamilton Creek between Mistletoe Road and Interstate 5 at East Main was inadvertently included in the Ashland modified floodplain overlay in 2010 due to a graphical oversight.

DRAFT

It was clarified that this change would not affect the underlying FEMA floodplain or Ashland's designated riparian corridors and water resource areas associated with Hamilton Creek. It would only remove the additional area regulated through the Ashland modified floodplain.

Graham opened and closed the public hearing, as no one had signed up to speak on this issue.

Motion made to approve the reading of Ordinance #3261 "Amending the officially adopted Physical and Environmental Constraints Map removing the locally adopted Ashland Modified Floodplain from Hamilton Creek" and move to second reading on August 5th, 2025.
Motion: Bloom Second: Kaplan
Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, Sherrell and Hansen -YES. Motion passed.

c. Public Hearing and First Reading of ORD 3267, 3268, and 3269 to adopt the SOU 2025 Facilities Master Plan Amendment

Goldman and Severson provided a presentation (See attached). It was emphasized that the council was only considering the master plan, unrelated to any specific development proposals, such as senior housing. Future development would still be subject to the normal standard planning action site review. The proposed changes would amend certain land use requirements for SO zoned properties but did not pertain to the vacation of Fern Street or other proposed housing projects that had been discussed. Severson provided an overview of the process and key elements of the master plan amendment, highlighting the proposal for the disposal of some SOU property and the corresponding zoning changes that would occur upon sale. Three property groups proposed to be sold to private property owners by the university would result in a change of zoning from SO to residential zoning upon sale. Recommendations from the Planning Commission included retaining a type 2 conditional use permit process for projects within 50 feet of private property and clarifying various other building and height allowances.

Alan Harper, representing SOU, and Rob Patridge, General Counsel for SOU, presented on behalf of the university. The master plan was discussed as a "light" update focusing on concrete projects and anticipated future developments, noting that a more extensive update was initially postponed due to COVID. Harper explained that the plan addressed development that had already occurred since the previous master plan was adopted and anticipated changes to the campus in the coming decade. They emphasized SOU's commitment to sustainability and the plan's alignment with Ashland's goals, noting the inclusion of a chapter on sustainability. The university's plans for utilizing parking lots for solar installations are part of its renewable energy initiatives. Harper also mentioned the need for surplus property considerations and the streamlining of development procedures on university property. Harper noted that SOU had proposed modifications such as clarifying building height and setbacks, and modifying the review process by shifting some projects from conditional uses to site design review.

During the council discussion, several amendments were considered:

- Amending height allowances to 60 feet outright and 70 feet with a conditional use permit throughout the new SO zone, with exceptions for properties on Walker and Ashland Street adjacent to the climate-friendly area overlay.
- Amending the height maximum for solar facilities on parking lots to 38 feet and rephrasing the reference to the SOU master plan as illustrative rather than mandatory.

DRAFT

Graham opened the public hearing.
Several community members spoke:

- Brown expressed concerns about the impact of potential high-density development on his neighborhood near the university.
- Swan, representing a group advocating for the preservation of the Roca Canyon Trail system, requested consideration for recreational easements to protect public trail access.
- Laughlin and Bergstrom both spoke about the importance of maintaining trail access in the Roca Canyon area and requested that the city require SOU to include an easement for the trail as part of their master plan amendment.
- Emdur read comments from community members emphasizing the importance of preserving open spaces and trail access near the university.
- Muscaitello expressed concerns about overdevelopment and its impact on Ashland's character.

Graham closed the public hearing. The council deliberated and voted on three separate motions:

Motion made to approve Ordinance #3268, an ordinance amending AMC 15.04.210-.216, AMC 18.3.6, AMC 18.4.7, AMC 18.5.2.020, AMC 18.5.2.030 and AMC 18.5.7.020 to be consistent with the Southern Oregon University 2025 Facilities Master Plan Amendment and to amend Section 5.c.5 to raise height maximum for solar facilities on parking lots to 38 feet and rephrase the reference to the adopted 2025 SOU Facilities Master Plan Amendment as illustrative rather than mandatory.
Motion: Kaplan Second: Bloom
Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, and Sherrell - YES. Hansen - Abstain. Motion passed.

Motion made to approve Ordinance #3267, an ordinance amending the City of Ashland Comprehensive Plan to adopt and incorporate the Southern Oregon University 2025 Facilities Master Plan Amendment as a supporting document to the City of Ashland Comprehensive Plan, and to amend exhibit b section 3 to allow for height allowances of 60 feet outright and 70 feet with a conditional use permit throughout the new SO zone with the exception of those properties on Walker and Ashland Streets that are adjacent to the Climate Friendly Area Overlay.
Motion: Bloom Second: Sherrell
Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, and Sherrell – YES. Hansen – Abstain. Motion passed.

Motion made to approve Ordinance #3269, an ordinance amending the adopted Zoning and Comprehensive Plan maps to be consistent with the Southern Oregon University 2025 Facilities Master Plan Amendment
Motion: Bloom Second: Dahle
Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, and Sherrell - YES. Hansen – Abstain. Motion passed.

Recess taken from 8:03 to 8:10

DRAFT

XII. SPECIAL PRESENTATIONS

a. Guanajuato Sister-City Visit Summary

Graham provided a presentation overview (see attached) of the recent interactions with Ashland's sister city Guanajuato, Mexico. This year marked the 55th year of the sister city relationship. The presentation included photos and descriptions of various events and ceremonies that took place during both the Ashland delegation's visit to Guanajuato and the Guanajuato delegation's visit to Ashland.

Key points from the presentation included:

- The recommitment of both cities to the sister city relationship for another 55 years
- Cultural exchanges including signing ceremonies, gatherings, dancing, music, and art
- Visits to important sites in both cities
- The unveiling of a Guanajuato heart on the Southern Oregon University campus
- Participation in Ashland's Independence Day parade

Graham emphasized the importance of these relationships in fostering understanding across cultures.

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS

XIV. UNFINISHED BUSINESS

a. Resolution 2025-24 Amending Miscellaneous Fees Book

Berry presented this item, explaining that it included adjustments and updates to the miscellaneous fee book that was adopted in May and noting that some fees were being decreased or corrected.

Councilors raised concerns about the ambulance membership fees, questioning if residents were being double-charged for services already funded through taxes. It was clarified that the membership is optional and covers costs not covered by insurance. Discussion on the fee changes, focusing on whether the aim was full cost recovery or meeting the Consumer Price Index for Urban Consumers (CPI-U). It was explained that this varied by department and fee type. Council was reminded that the fee book had been adopted and published on the website in May.

Motion made to approve Resolution No. 2025-24, A Resolution Adopting Miscellaneous Fees & Charges Schedule and Repealing Prior Fee Resolution 2025-09.
Motion: Hansen Second: Kaplan
Roll Call Vote: Dahle, Kaplan, Sherrell and Hansen - YES. Bloom, DuQuenne - No. Motion passed.

XV. NEW BUSINESS

a. Affordable Housing RFP Award-Beach Creek Properties

Graham spoke for transparency that she had been involved with Trusted Homes as an adviser since it began organizing but did not feel it would influence her decision-making if she were called on to vote.

Goldman and Reid provided a presentation (see attached), explaining that the council had previously directed staff to develop an RFP (Request for Proposals) to identify a qualified nonprofit housing provider for the development of affordable housing on lots from the Beach Creek Annexation. Only one qualified response was received from Trusted Homes, a newly formed community land trust. Council

discussed the potential for Accessory Dwelling Units (ADU's) on the properties and why there was not a more robust response to the RFP.

Jessica Therkelsen, Executive Director of Trusted Homes, and Kyle Taylor from Taylor Elements Construction explained the community land trust model, which allows for permanent affordability by retaining ownership of the land while selling the homes at an affordable rate. Financing plans utilize the Local Innovation Fast Track (LIFT) funding from the state, which is specifically designed to support shared equity housing like community land trusts, offering a unique solution not available to all developers. The project would leverage state funds to cover gaps between construction costs and the sale price, ensuring long-term affordability and replicability through continued funding from state bonds.

Councilors discussed the project, noting its alignment with city goals and the potential for creating long-term affordable housing. The importance of the project as an entry point for supporting land trusts in the community was discussed considering Ashland's unique market conditions. Trusted Homes' strategic partnerships and approach in accessing existing legal, real estate, and financial expertise was discussed as demonstrating operational readiness despite being a newly formed entity. Discussions centered around strengthening public-private partnerships for future affordable housing projects. Regular project updates were requested to address potential challenges promptly and to ensure the project's success.

A citizen commented on being familiar with other developments in the country and that the organization presenting this proposal seemed positive.

Motion made to award the Beach Creek properties to Trusted Homes for the development of affordable ownership housing in conformance with the Affordable Housing Planning requirements for the Beach Creek Subdivision and direct the City Manager to enter into a transfer agreement for the properties, contingent upon Trusted Homes securing a funding award from the State to finance the development.

Motion: Kaplan Second: Bloom

Roll Call Vote: Bloom, DuQuenne, Dahle, Sherrell, Kaplan, and Hansen - YES. Motion passed.

XVI. CITY MANAGER REPORT

Cotta provided several updates:

- A "Coffee and Conversations" event would be held the following day at Garfield Park
- There had been significant fire activity due to a recent lightning storm, and residents were encouraged to sign up for Jackson alerts
- Voting for the Tree of the Year award was open on the city website
- The city was in the middle of its annual audit
- A wildfire presentation would be held at the Armory the following evening
- The Capital Improvement Project (CIP) dashboard has been updated online

XVII. OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

DRAFT

- Bloom reported on the Early Learning Committee's decision to award $100,000 in grants to local organizations.
- DuQuenne thanked the work of the Public Arts Committee and the Social Equity and Racial Justice Commission regarding the Guanajuato Hearts installation and Playwrights Walk Plaque unveiling at Railroad Park .
- Hansen provided an update on the Parks and Recreation Commission meeting including water savings from irrigation upgrades, ongoing discussions about facilities and fees, and obstacles with the new East Main park.

XVIII. ADJOURNMENT

The meeting was adjourned at 9:27 p.m.

_____ _____

City Recorder Alissa Kolodzinski Mayor Tonya Graham

DRAFT

Modification of locally adopted 'Ashland Modified Floodplain'

CITY COUNCIL

MAY 20, 2025

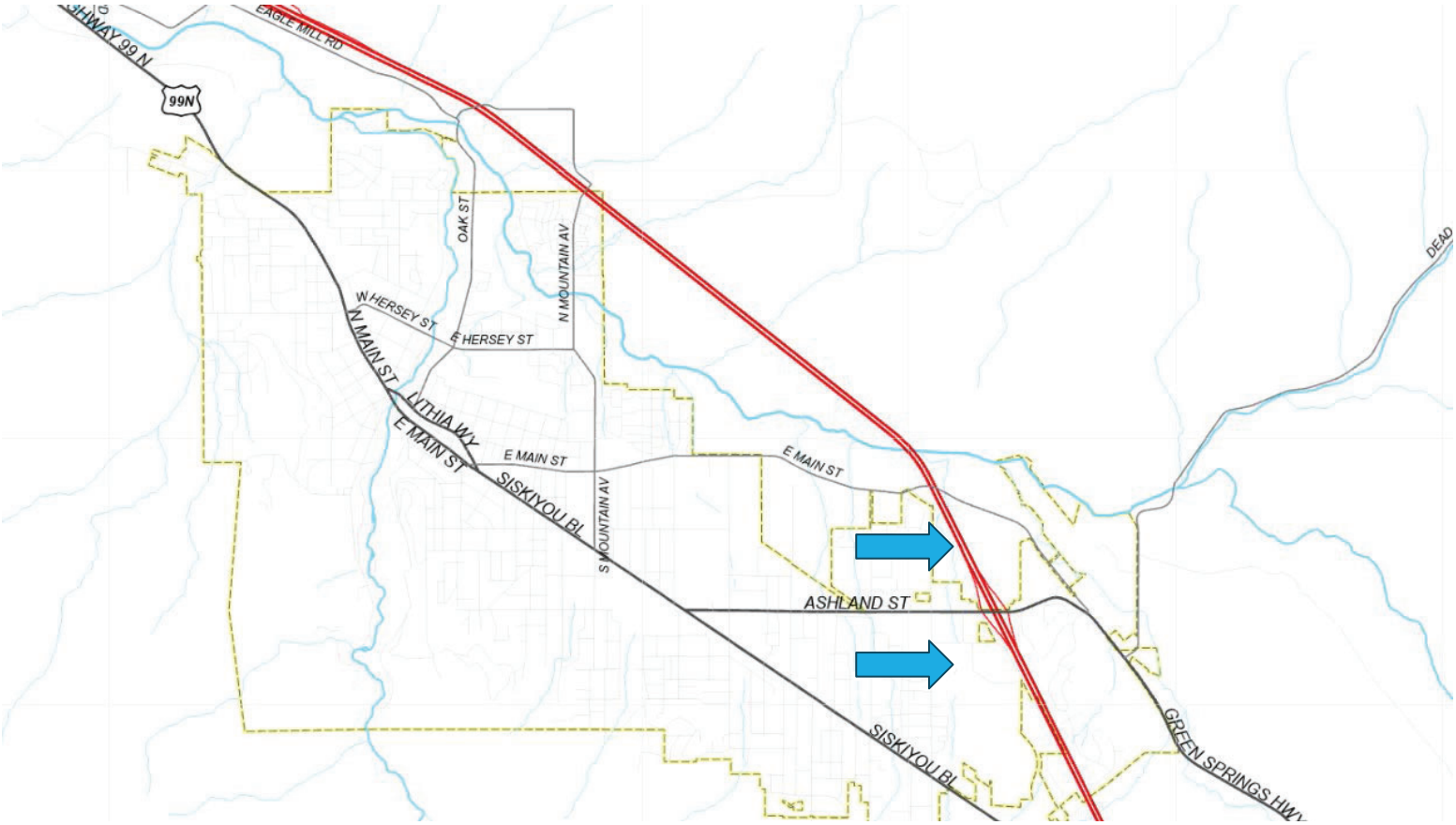
Brandon Goldman

DEPARTMENT DIRECTOR, COMMUNITY DEVELOPMENT

Aaron Anderson

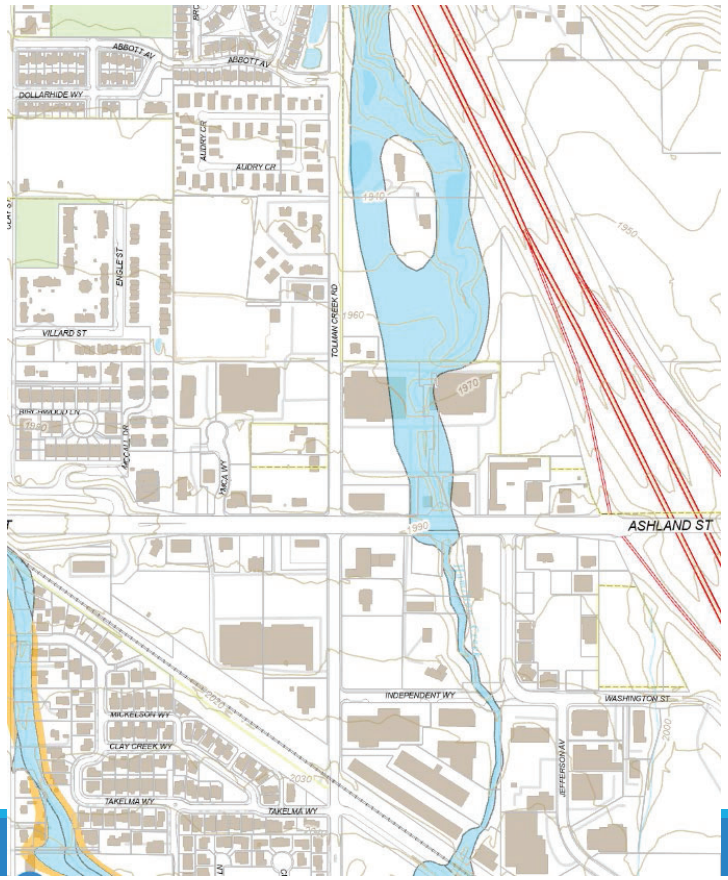
SENIOR PLANNER, COMMUNITY DEVELOPMENT

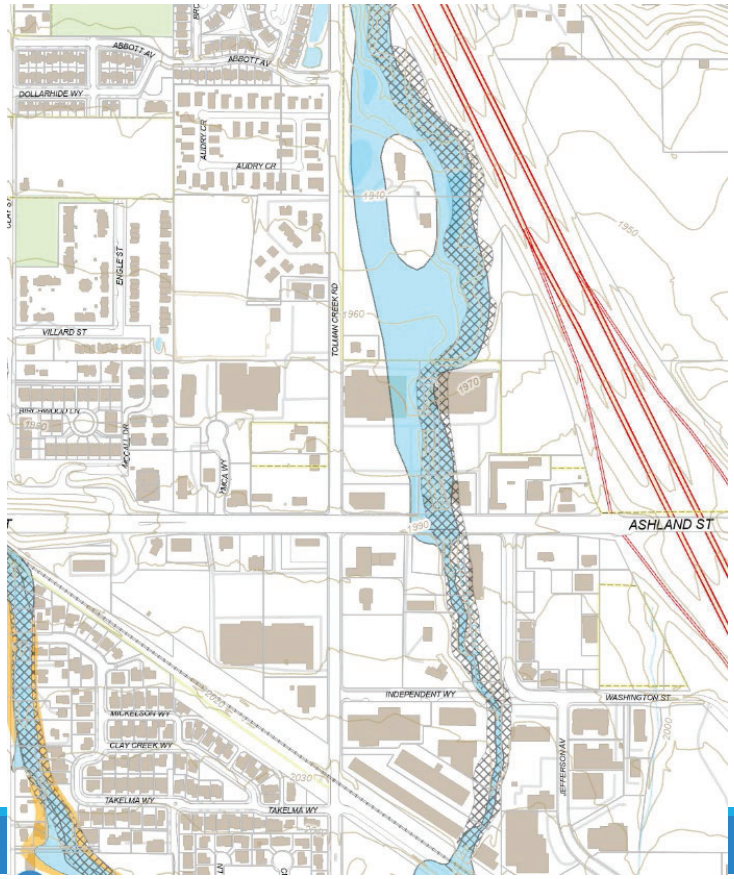
3

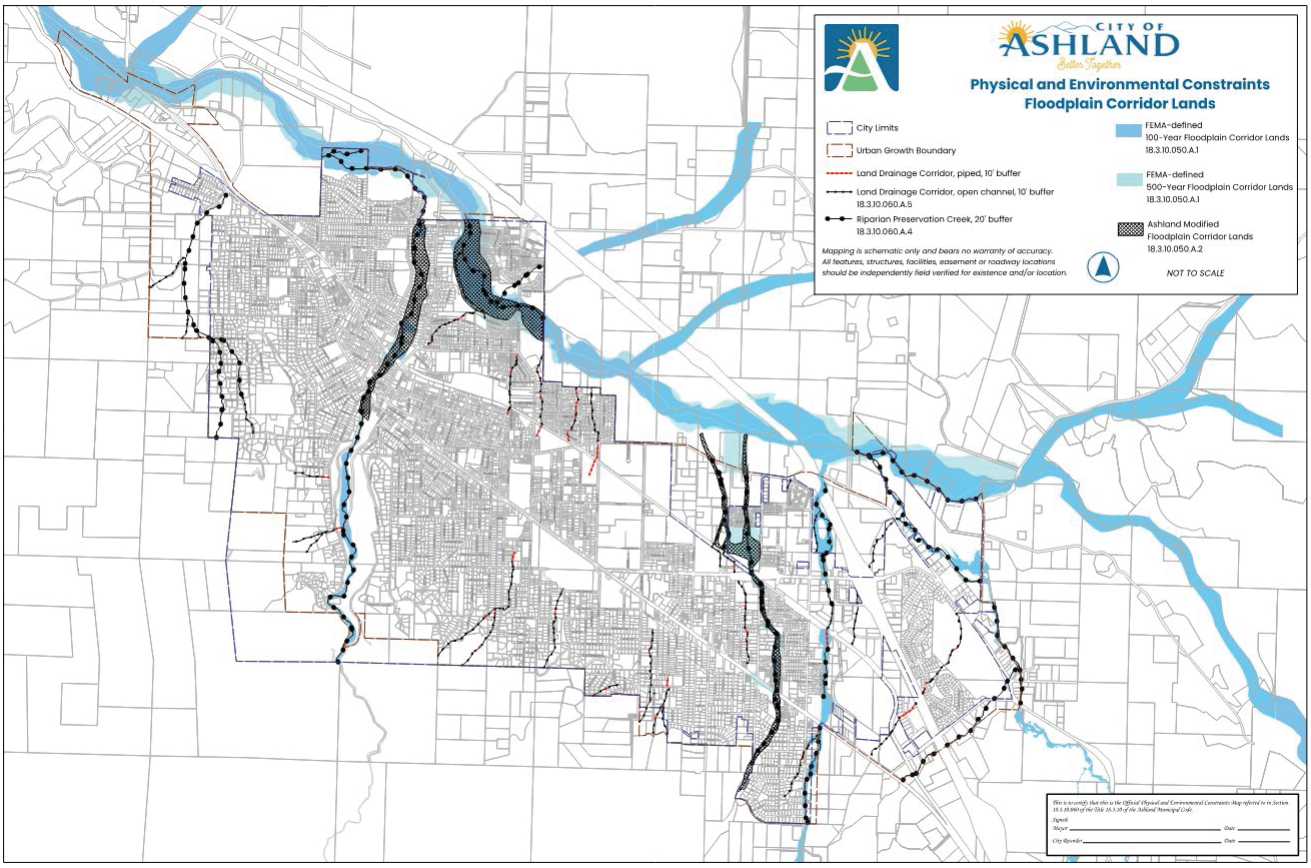


AMC 18.3.10.070 Official Maps

A. The City Council shall adopt official maps denoting the above-identified areas. Substantial amendments of these maps shall be a Type III procedure in section 18.5.1.070.




ABBOTT AV
DOLLARHIDE WY
AUDRY CR
ENGLE ST
VILLARD ST
TOLMAN CREEK RD
ASHLAND ST
INDEPENDENT WY
WASHINGTON ST
MICKELSON WY
CLAY CREEK WY
TAKELMA WY
JEFFERSON AV


CITY OF
ASHLAND
Better Together
Physical and Environmental Constraints
Floodplain Corridor Lands
City Limits
Urban Growth Boundary
Land Drainage Corridor, piped, 10' buffer
Land Drainage Corridor, open channel, 10' buffer
18.3.10.060.A.5
Riparian Preservation Creek, 20' buffer
18.3.10.060.A.4
Mapping is schematic only and bears no warranty of accuracy.
All features, structures, facilities, easement or roadway locations
should be independently field verified for existence and/or location.
FEMA-defined
100-Year Floodplain Corridor Lands
18.3.10.050.A.1
FEMA-defined
500-Year Floodplain Corridor Lands
18.3.10.050.A.1
Ashland Modified
Floodplain Corridor Lands
18.3.10.050.A.2
NOT TO SCALE

Staff and Planning Commission Recommendation

On April 8th, the Planning Commission reviewed the application and unanimously recommend that the City Council Approve the amendment to the officially adopted Physical and Environmental Constraints maps to remove the Ashland Modified Floodplain from Hamilton Creek.

Potential Motion

I move to approve first reading of Ordinance #3261 “Amending the officially adopted Physical and Environmental Constraints Map removing the locally adopted Ashland Modified Floodplain from Hamilton Creek” and move to second reading on August 5th, 2025.

CITY OF
ASHLAND
Better Together
Questions?

SOU Master Plan

Ashland City Council
July 15, 2025 Public Hearing

PA-L-2025-00016

Southern Oregon University Masterplan

Ashland City Council Hearing

'Light Update'

Standard Legislative Public Process

Joint Study Session
April 22, 2025
COMPLETE

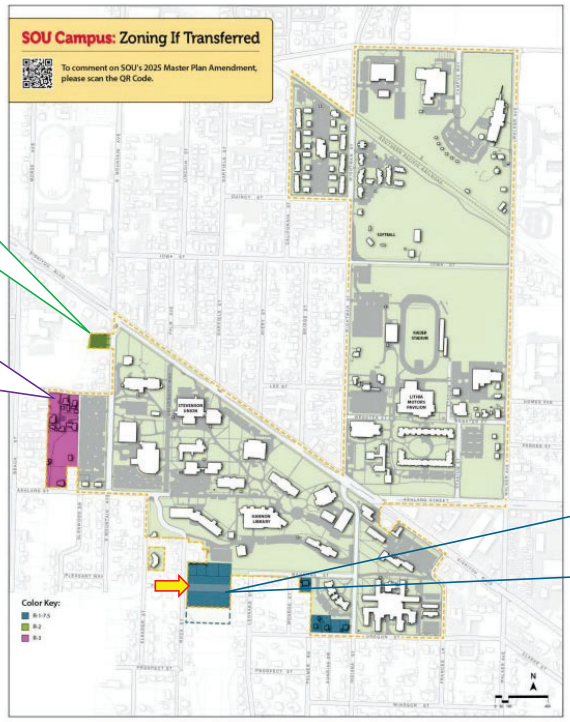
PC Public Hearing
June 24, 2025
COMPLETE

CC Public Hearing & ORD1
July 15, 2025

Better Together

ZONING IF TRANSFERRED: R-2		
LOCATION	MAP	TAX LOT #
S. Mountain Av. (Parking Lot #34)	39 1E 09DD	400
349 S. Mountain Av. (Parking Lot #34)	39 1E 09DD	500

ZONING IF TRANSFERRED: R-3		
LOCATION	MAP	TAX LOT #
1049 Ashland Street	39 1E 09DD	5300
Ashland Street	39 1E 09DD	5500
Beach Street	39 1E 09DD	5600
1060 Henry Street	39 1E 09DD	5700
1040 Henry Street	39 1E 09DD	5800
1038 Henry Street	39 1E 09DD	5801
1038 Henry Street	39 1E 09DD	6000
1056 Henry Street	39 1E 09DD	6100
Henry Street	39 1E 09DD	6198
Henry Street	39 1E 09DD	6199
1066 Henry Street	39 1E 09DD	6200



Those properties identified on this map may be sold into private ownership by Southern Oregon University. With this Masterplan adoption, their zoning is proposed to be changed as noted on this map, however they would remain subject to the SOU Masterplan and SO zoning overlay while under SOU-ownership. Once under private ownership, they would be subject to the zoning regulations of the underlying zoning proposed here.

ZONING CHANGE TO: R-1-7.5		
LOCATION	MAP	TAX LOT #
630 Roca Street	391E15BB	1500
620 Roca Street	391E15BB	1501
624 Roca Street	391E15BB	1502
628 Roca Street	391E15BB	1503
Fern Street	391E15BB	1600
648 Roca Street	391E15BB	6800
668 Roca Street	*391E15BB*	*6900*
Fern Street	391E15BB	Right-of-Way
1352 Madrone Street	391E15BB	9200
1349 Oregon Street	391E15BA	1200
1383 Oregon Street	391E15BA	1201
681 Indiana Street	391E15BA	1700
Indiana Street	391E15BA	1701

Zoning For Transferred Properties

- *Type II **Conditional Use Permit** procedure was preferred for any project within 50 feet of private property.*
- *Type II **Site Review for 15,000+ s.f. of gross habitable floor area.***
- *Solar arrays over parking lots meeting specific design requirements be **exempted from the land use process**. Installation of solar arrays over existing parking lots would not trigger parking lots to be upgraded to new standards. The Commission recommended that any newly constructed parking lots be required to comply with parking lot standards.*
- **Height allowances in alignment with the recently adopted Climate Friendly Areas** regulations were more appropriate (*50-foot height outright permitted, to 60 feet with the inclusion of affordable or student housing, greater heights require a Conditional Use Permit).*
- ***Exempted from the Tree Removal Permit process** in a manner similar to the treatment of the Parks Department in the code, provided that licensed arborists are used.*
- The University be required to establish a standard of **direct communication with neighbors** prior to the construction of new buildings, the sale of university property or the adoption of Master Plan updates.

Planning Commission Recommendations

Staff recommends that the Council adopt the updated Master Plan, approve first reading of the associated ordinances and move them forward to second reading. The ordinances provided tonight incorporate the recommendations of the Planning Commission.

Potential Motion

I move to approve the updated Master Plan, approve the First Reading of the following ordinances:

- ❑ **Ordinance #3267**, an ordinance amending the City of Ashland Comprehensive Plan to adopt and incorporate the Southern Oregon University 2025 Facilities Master Plan Amendment as a supporting document to the City of Ashland Comprehensive Plan; and
- ❑ **Ordinance #3268**, an ordinance amending AMC 15.04.210-.216, AMC 18.3.6, AMC 18.4.7, AMC 18.5.2.020, AMC 18.5.2.030 and AMC 18.5.7.020 to be consistent with the Southern Oregon University 2025 Facilities Master Plan Amendment; and
- ❑ **Ordinance #3269**, an ordinance amending the adopted Zoning and Comprehensive Plan maps to be consistent with the Southern Oregon University 2025 Facilities Master Plan Amendment.

And to move each Ordinance above to Second Reading on August 19, 2025, and to direct staff to prepare written findings for adoption in conjunction with the second reading.

Recommendation/Motion

Staff are happy to answer any questions?

SOU Master Plan

Ashland City Council
July 15, 2025 Public Hearing

Master Plan Presentation June 24, 2025

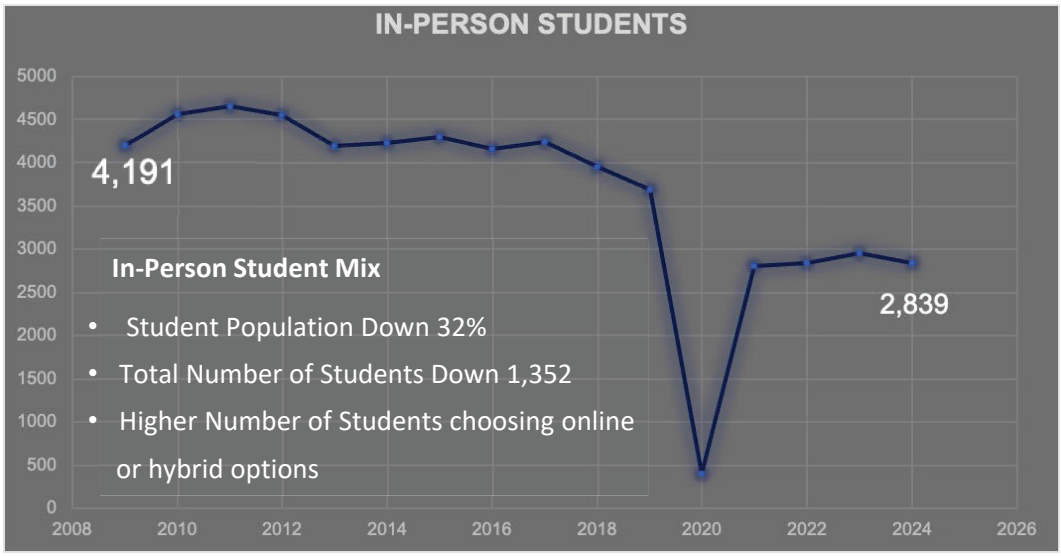
Southern OREGON UNIVERSITY

SOU HAS CHANGED

FACTORS

- Students - In-Person Students have Declined
- Housing – The Number of Beds has Declined
- Parking – Parking spaces have been consistent with a decline in the number of permit holders. Bicycle parking has increased

In-Person Student Graph



SOU HOUSING CHANGE

	2010	2025
Cascade	862	0
Greensprings	348	178
Suzanne	166	0
Cox Hall	170	170
Shasta McLoughlin	0	700
TOTAL	1,546	1,048

Housing Mix

- Housing Beds -32%
- Total Number of Beds -498

PARKING INFORMATION

"Finding parking at SOU is never a problem."

- 1,788 Parking Spaces Remain
- Parking Permits have declined 18% in the last three years
- Bicycle Parking Has Slowly Increased to 13 Shelters 260 Spots

UPCOMING PROJECTS

- Senior Student Housing
- Creative Arts
- Native Nations Spaces
- University District
- Solar Projects

Upcoming Solar Projects

Outreach

9/30/24	Master Plan Website Launch – KOBI, Siskiyou, Southern Exposure, Social Media and all campus email
10/3	Student Forum ASSOU Lounge in Stevenson Union, 11am to 2pm
10/8-9	Invitation Flyers for Public Forum Delivered to Neighbors (65 mailboxes)
10/10	Public Forum ASSOU Lounge, 4pm to 7pm
4/22/25	Master Plan Review at Joint City Council and Planning Commission Special Meeting
6/24	Master Plan Review at Planning Commission Special Meeting

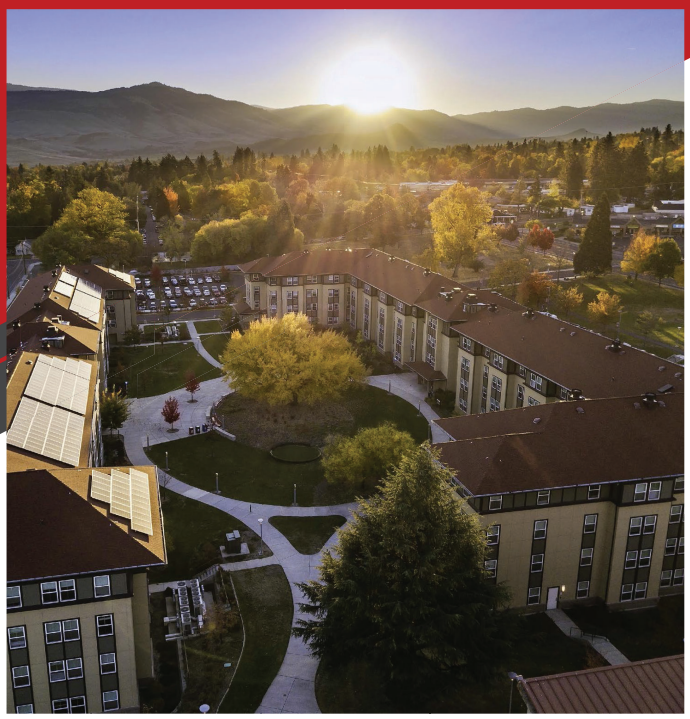
RESULTS

Website: Webpage viewed 713 times by 463 users (on average, each user viewed the page 1.54 times)
Comments from 8 visitors

Forum Attendance: 45 Participant Sign-Ins, with Faculty & Staff not signing in

CONTINUED OUTREACH

- Sign-ups for the Retirement Community
- Process moving forward & more project information provided to the community (320 postcards sent to SOU neighbors in advance of this meeting -- one-week notice given, feedback requested)
- Dragonfly Garden Location



Southern OREGON UNIVERSITY

Questions?

Thank You!

General Contact Information
541-552-8055
generalcounsel@sou.edu

Photo Gobierno Municipal Guanajuato

A Tale of Sister Cities

Guanajuato and Ashland

First Impressions Beautiful Guanajuato

GUANAJUATO
H. AYUNTAMIENTO 2024-2027
Tequiero FUERTE Y HONESTO

CITY OF ASHLAND
Better Together

Presidents' Hall Tour

Municipal Building

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

Coronation

Guanajuato Queen

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

Restaurant Tierra Adentro

Commemorative Meal

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

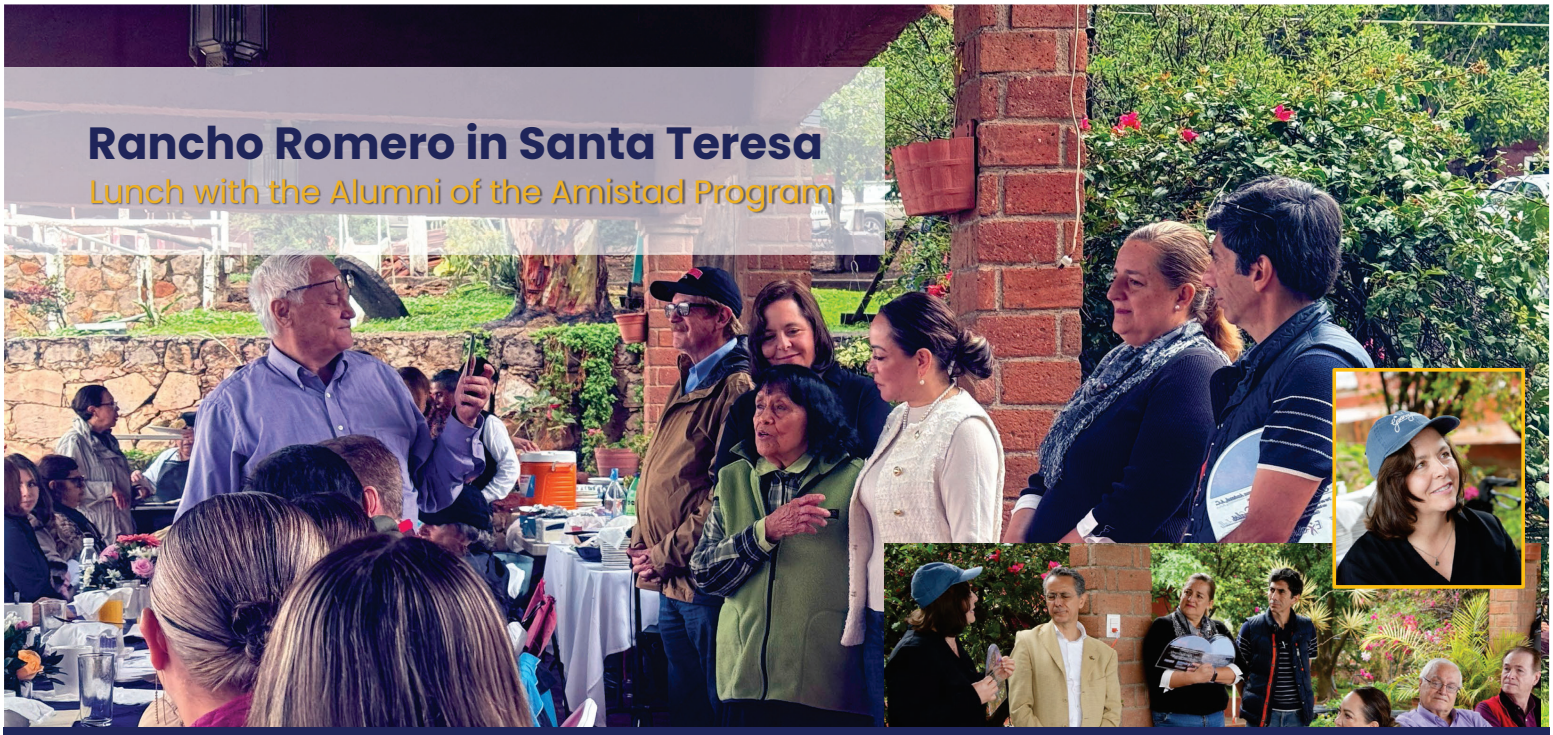
CITY OF ASHLAND Better Together

Restaurant Virgen de la Cueva

Ashland Nights Party

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together



Rancho Romero in Santa Teresa

Lunch with the Alumni of the Amistad Program

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

Ceremony for the Renewal of the International Flame of Peace

Unveiling of Commemorative Plaque for 55 Years of Sisterhood

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

Ceremony for the Renewal of the International Flame of Peace

A Living Symbol of Unity, Respect and Shared Hope

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

Bomberos

Guanajuato Volunteer Fire Station

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

Restaurant El Milagrito

Breakfast with the Navarro-Smith Family

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

City Tour

Our final hours in Guanajuato

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

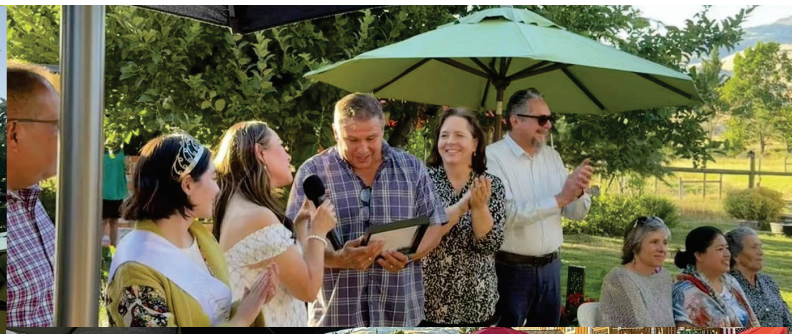
CITY OF ASHLAND Better Together

Guanajuato Delegation
Arrives!

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

Amigo Club, Elks, Rotary
Welcome dinner



GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiera FUERTE Y HONESTO

CITY OF ASHLAND Better Together

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiera FUERTE Y HONESTO

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GUANAJUATO
H. AYUNTAMIENTO 2024-2027
Tequiero FUERTE Y HONESTO

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GUANAJUATO
H. AYUNTAMIENTO 2024-2027
Tequiero FUERTE Y HONESTO

CITY OF ASHLAND
Better Together

City of Ashland
Watershed and Dam Tour

GUANAJUATO
H. AYUNTAMIENTO 2024-2027
Tequiero FUERTE Y HONESTO

CITY OF ASHLAND
Better Together

Fourth of July
Parade

Photo: Bob Palermini

GUANAJUATO
H. AYUNTAMIENTO 2024-2027
Tequiero FUERTE Y HONESTO

CITY OF ASHLAND
Better Together

Fourth of July
Parade

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

23

Fourth of July
Lithia Park Celebration

GUANAJUATO H. AYUNTAMIENTO 2024-2027 Tequiero FUERTE Y HONESTO

CITY OF ASHLAND Better Together

GUANAJUATO
H. AYUNTAMIENTO 2024-2027
Tequiera FUERTE Y HONESTO

CITY OF ASHLAND
Better Together

Beach Creek RFP Award

City Council Business Meeting
July 15, 2025

Beach Creek RFP Process Timeline

August 20, 2025 - City Council accepts the dedication of six lots in the Beach Creek subdivision.

February 18, 2025 - City Council directs staff to issue a Request for Proposals (RFP).

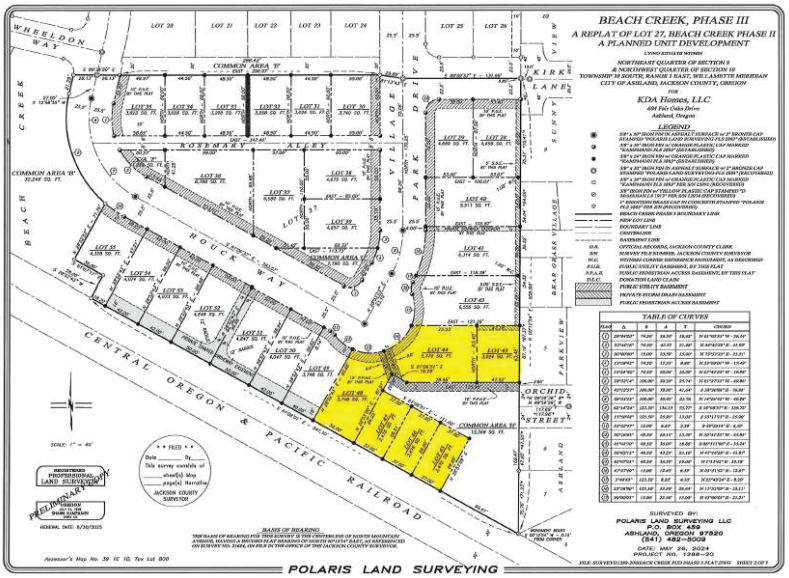
May 1, 2025 - City issues an RFP for the development and management of affordable housing.

June 16, 2025 - RFP Closes. The City received one proposal.

June 25, 2025 – Housing and Human Services Advisory Committee reviews proposal and makes a recommendation to forward to the City Council for Consideration.

July 15, 2025 – City Council Review and Award/Direction

Project Site Beach Creek Subdivision



Recommended Motion

"Move to award the Beach Creek properties to Trusted Homes for the development of affordable ownership housing in conformance with the Affordable Housing Planning requirements for the Beach Creek Subdivision, and direct the City Manager to enter into a transfer agreement for the properties, contingent upon Trusted Homes securing a funding award from the State to finance the development."

PROPOSAL TO BUILD PERMANENTLY AFFORDABLE HOMES AT THE BEACH CREEK SUBDIVISION

PRESENTATION TO:
CITY OF ASHLAND'S CITY COUNCIL BUSINESS MEETING

July 15, 2025

PROJECT SUMMARY

- **6 homes** in Phase 1 with possibility for 2 more as part of a Phase 2
- Available at **80% of AMI or below**
- **Permanent affordability guaranteed** through a 99-year land lease between the homeowner and Trusted Homes
- **Earth Advantage Platinum** qualifications including installed solar panels
- **Experienced contractor** has built numerous homes and commercial spaces in the Rogue Valley
- Anticipated **home sales beginning in Spring 2027**
- Livability standards meeting **age in place** qualifications to accommodate lifelong comfort
- **Homeowner support programs** pre and post mortgage to ensure mortgage readiness and reduce the risk of foreclosure

PROJECT TEAM

Lead Organization: Trusted Homes

- Led by nonprofit professionals (with collective 50+ years of experience) and dedicated community members
- Advisors include the Ashland Mayor, Talent Interim City Manager, a former developer of Beach Creek, an experienced Executive Director
- Consultant, Jackie Keogh, an experienced CLT leader, has coached Trusted Homes for over a year and transferred all of her major CLT policies to our organization
- One of our two attorneys is nationally recognized CLT legal specialist
- Trusted Homes is building a constellation of permanently affordable homes across Ashland and the Rogue Valley.

PROJECT TEAM

Developer/Builder: Taylored Elements Construction

- Building in southern Oregon since 2004, initially focused on remodels and renovations, moving into development and new construction.
- Currently TEC has 15 employees and is running 25 projects simultaneously.
- Almeda fire rehabilitation has proven that TEC is capable of building in quantity, with quality.
- Having rebuilt a 20-unit project in Phoenix as well as another 22 in Talent, TEC is well versed in cost sensitive building techniques.
- TEC has a very strong relationship with Evergreen Federal bank as a construction lender, having closed hundreds of units with them.

PROJECT TEAM

Lead Organization: Trusted Homes

Role: Trusted Homes will serve as the project lead, ensuring that all elements of the project are met, including affordability requirements, and ensuring homeowners are ready to purchase at time of project completion. Ultimately, the land will stay under the ownership of Trusted Homes in perpetuity.

Developer/Builder: Taylored Elements Construction

Role: Taylored Elements Construction will serve as the General Contractor and Developer of this project, ensuring all elements of the building process meet financial, timeline, and quality expectations.

AFFORDABILITY

The City of Ashland has imposed a resale restriction covenant on all of these units, requiring sales prices at **80% AMI or lower for 30 years**.

Trusted Homes will extend the period of affordability to 99 years, restarting at each resale of the property.

By permanently removing the properties from market rate prices, we can guarantee economically diverse homes long into Ashland's future.

How Does a Community Land Trust Work?

The land is owned by the nonprofit, which offsets initial purchase price through grants

The home on the land is owned by an income qualified homeowner

A 99 year land lease guarantees long term affordability

If the owner resells, a resale restriction guarantees affordability for the next owner

By taking the price of the land out of a property, CLTs create permanently affordable housing, and more home ownership opportunities for members of the community.

PROJECT DESCRIPTION

	Gross Floor Area	Beds	Number of Units	Affordability Level	Maximum Sales Price
Cottage Cluster	800	2	4	80%	$200,200
Single Family Homes	1523	3	2	80%	$245,750

PROJECT TIMELINE

June - Dec 2025	Jan - May 2026	June 2026- April 2027	June 2026- April 2027	May- July 2027	July 2027 & Beyond
PRE-DEVELOPMENT	**FINANCING & TRANSFER OF OWNERSHIP**	**CONSTRUCTION**	**HOMEOWNER IDENTIFICATION**	**SALE OF HOMES & TRANSFER TO CLT**	**STEWARDSHIP**
Finalize agreements Start homeowner outreach	Secure state LIFT funding Secure bank financing Transfer ownership	10 month construction timeline Compliance with state financing timelines	Homeowner education sessions Income qualified buyers identified	Homes sell to income qualified buyers Land moves into the CLT ownership	Trusted Homes maintains long term relationship with owners Reduced foreclosure rates

PROJECT EXPENSES

Cottages (2 bed)	$214,400 (800sf x $268)	4	$857,600
Single Family Residences (3 bed)	$373,135 (1523sf x $245)	2	$746,270
Additional Costs			$228,156
		Total Costs	**$1,832,026**

INCOME & SUBSIDIES

Cottages (2 bed)	$200,200	4	$800,800
Single Family Residences (3 bed)	$245,750	2	$491,500
LIFT Program Subsidies			$539,726
		Total Income	**$1,832,026**

PROJECT FINANCING

Source of Support	Type of Support	Amount
City of Ashland	Provides all lots at no cost to the Community Land Trust, Trusted Homes System development fees are waived	Free lots Fees waived
State of Oregon	Provides significant per unit support through the LIFT program (application in February 2026, disbursement after May 2026)	Roughly $539,726 for these homes built in the CLT model
Private Financing	Provides construction financing to bridge the period between receipt of LIFT funds and sale to homeowner	Roughly $2M
Private Philanthropy (foundation & individual)	Supports core operations of the Community Land Trust, including community design, mortgage readiness, financial education, & income qualification	$75,000 a year over two years

LONG TERM STEWARDSHIP

Trusted Homes' long term stewardship goals include:

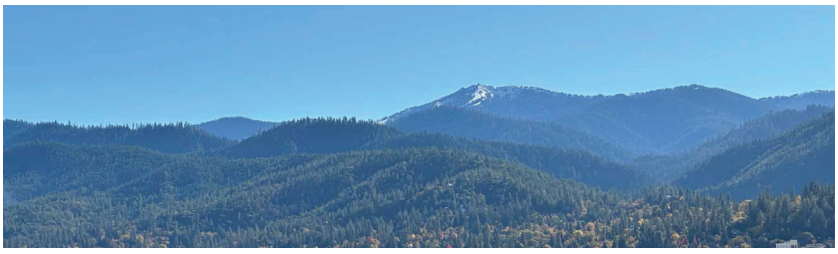
- **Preserving the affordability of its homes**, for the intended income level, from one owner to the next – and to see that only income-eligible purchasers benefit from this affordability
- **Ensuring the owners of those homes are secure** – that they are not displaced by foreclosure or other economic events
- **Verify that the physical quality of those homes** is preserved from one owner to the next[1]

[1] Community Land Trust Technical Manual, National Community Land Trust Network, Chapter 23: CLT Post-Purchase Stewardship (2011).

TRUSTED HOMES
A COMMUNITY LAND TRUST

TAYLORED • ELEMENTS • CONSTRUCTION

THANK YOU!



ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, June 17, 2025

I. 5:00 P.M. Executive Session

Mayor Graham and Councilors Bloom, Dahle, Kaplan, Hansen and Sherrell were present. Johan Pietila, City Attorney, led the discussion.

a. To consider the employment of a public officer, employee, staff member, or individual agent pursuant to ORS 192.660 (2)(a).

This section was postponed due to lack of time.

b. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).

6:00 PM Business Meeting

Council Present: Mayor Graham, Councilors Bloom, Dahle, Hansen, Kaplan, and Sherrell. DuQuenne appeared via Zoom at 6:39.
Council Absent: None
Staff Present:

Sabrina Cotta	City Manager
Johan Pietila	City Attorney
Alissa Kolodzinski	City Recorder
Brandon Goldman	Community Development Director
Derek Severson	Planning Manager

II. CALL TO ORDER

Graham called the meeting to order at 6:06 p.m.

a. Land Acknowledgement**

Dahle offered the land acknowledgment.

III. PLEDGE OF ALLEGIANCE

Hansen led the pledge of allegiance.

IV. ROLL CALL

V. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

- On June 22nd at Railroad Park is a Juneteenth celebration and unveiling of the Lorraine Hansberry playwright's plaque as part of the playwright walk.
- A delegation from Ashland is visiting the City's sister city in Guanajuato, Mexico soon and returning for July 4th festivities.
- Graham read a proclamation declaring June 16-22, 2025, as National Pollinator Week.

VI. APPROVAL OF MINUTES

a. Minutes of the June 2, 2025 – Study Session Meeting
b. Minutes of the June 3, 2025 - Business Meeting

Decision:

Hansen moved to accept the minutes as-is for both the June 2 study session and June 3 business meeting. Seconded by Bloom.
Roll Call Vote: Dahle, Bloom, Kaplan, Hansen, and Sherrell voted yes. The motion passed.

VII. CONSENT AGENDA

a. APD Contract for Records Management System
b. Surplus three vehicles for the Public Works Fleet Division
c. Surplus 2023 Van Ambulance
d. Committee Member Appointments
e. Award of Construction Contract - Water Treatment Plant Offsite Improvements

Decision:

Dahle moved to approve the consent agenda as-is. Seconded by Bloom.
Roll Call Vote: Dahle, Bloom, Kaplan, Hansen, and Sherrell voted yes. The motion passed.

VIII. SPECIAL PRESENTATIONS

Counselor Derek Sherrell was sworn in as the new City Councilor, taking the oath of office and pledging to faithfully perform the duties of his position.

IX. PUBLIC FORUM –

Concerns were raised about the budget amendment process and potential constitutional issues with the proposed Enhanced Law Enforcement Area ordinance. A call was made to establish an ad hoc committee for future financial challenges, focusing on healthcare costs and social service budget cuts. Challenges in filing emergency management system complaints and a need for better transparency and communication from city officials were highlighted. Effective committee collaboration on cultural initiatives was praised. Concerns about camping citations and civil expulsions called for clearer reporting and increased accountability.

X. PUBLIC HEARING

a. PA-Appeal-2025-00021 - An appeal on the record of the Planning Commission's approval of PA-T2- 2024-00053, a Physical and Environmental (P&E) Constraints Review Permit to allow the construction of a new single-family dwelling on Hillside Lands/Severe Constraints Lands at 231 Granite Street, including an Exception to the Development Standards for Hillside Lands, a Tree Removal Permit to remove 74 trees, and a Variance to the flag drive standards.

Mayor Graham opened the public hearing for PA-Appeal-2025-00021, an appeal of the Planning Commission's approval of a permit to construct a single-family dwelling on hillside lands at 231 Granite Street.

Goldman and Severson presented an overview of the appeal (see attached). The Planning Commission initially approved the development application for a single-family dwelling on hillside lands on March 12th and subsequently adopted their findings on April 22nd. The appellants, dissatisfied with the decision, submitted 25 grounds for appeal on May 2nd, contesting the approval on issues that included adherence to hillside development standards and matters related to a variance for the driveway grade of the proposed project. The council's role in this on-the-record

appeal was to determine if there was substantial evidence supporting the Planning Commission's decision or if errors in law were committed.

Pietila advised that the council uphold the procedural rules by excluding the late-submitted materials from consideration. This matter was challenged by the appellant's representative, who argued that the exclusion limited the ability to fully articulate their position. However, it was clarified that the established code explicitly required adherence to submission deadlines to manage appeal proceedings properly and ensure fairness in the process.

Councilor Bloom moved to disallow the appellant's written arguments submittals which were not timely submitted and exclude them from the record and from consideration by the council tonight. Seconded by Dahle.
Roll Call Vote: Dahle, Bloom, Kaplan, Hansen, Sherrell, DuQuenne voted yes. The motion passed.

The appellant's attorney, Liam Sherlock, objected to the exclusion of their written materials and argued the driveway grade variance should not have been allowed. Sherlock emphasized that the appellant's contention rested on the Planning Commission improperly applying exceptions to the ordinance, expanding its terms without authority. He further elaborated that the Planning Commission's findings were not supported by substantial evidence, stating that the proposal did not avoid disturbing hillside lands with slopes greater than 35 percent when less restrictive land was available for development.

On behalf of the applicant, Attorney Chris Hearn defended the Planning Commission's decision by asserting that the lot was a legally established building lot, created with an existing driveway easement since 1996. Hearn maintained that the pre-existing legal nonconforming use status of the driveway justified the variance. He argued that stringent denial of development would effectively render the lot unbuildable and further emphasized the positive impact of offering a public trail easement, pointing to the value it would add to the community. Acknowledging the need for improved clarity, Hearn suggested that the council might consider remanding the issue back to the Planning Commission solely for the crafting of more detailed and specific findings, without reopening the entire hearing process, to strengthen and clarify the basis of the approval for any potential appeals to LUBA.

Decision:
After discussion and amendment, the following motions was adopted:
Councilor Kaplan moved to affirm and remand planning application PA-T2-2024-0053 to the Ashland Planning Commission, contingent on the applicant providing an extension to the 120-day rule, in order to adopt specific findings without reopening the public record. Seconded by Councilor Dahle.
Roll Call Vote: Dahle, Bloom, Kaplan, Hansen, Sherrell, DuQuenne voted yes. The motion passed as amended.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Second Reading of Ordinance 3265 adopting the 2025 Economic Opportunity Analysis

Cotta introduced the second reading of the ordinance adopting the 2025 Economic Opportunity Analysis, noting it was presented for first reading at the previous meeting and now needed a final motion to adopt.

Decision:

Bloom moved to approve second reading of ordinance number 3265 titled "An ordinance adopting the 2025 Economic Opportunities Analysis as a technical support document to the Economy Element of the City of Ashland's Comprehensive Plan" and to approve the accompanying findings of fact and conclusions of law. Seconded by Kaplan.
Roll Call Vote: Dahle, Bloom, Kaplan, Hansen, Sherrell, DuQuenne voted yes. The motion passed.

Recess taken from 7:42 to 7:50

b. Second Reading of Ordinance 3264 Creating Section 13.40 of the Ashland Municipal Code Establishing Recreational Immunity Protections

City Manager Cotta introduced the second reading of this ordinance, noting it had its first reading on June 3rd and now needed a final motion to adopt.

Decision:

Bloom moved to approve second reading of ordinance 3264 as presented. Seconded by Hansen.
Roll Call Vote: Kaplan, Dahle, Bloom, Hansen, Sherrell, DuQuenne voted yes. The motion passed.

c. A Resolution of the City of Ashland Clarifying Certain Conditions of Employment for Management, Confidential, and Non-Represented Employees and Repealing Resolution 2022-26.

Cotta provided background on the proposed management resolution affecting 99 non-union city employees in 70 positions. It was clarified (due to misinformation that had been circulating) that the resolution applied to both supervisory and non-supervisory staff across many departments. Cotta explained the process for the recently completed compensation and class study used to determine market-competitive wages. Taylor addressed questions about the salary comparisons in the recent compensation and class study, which involved 32 comparators from various jurisdictions, including both competitors and collaborators. It was emphasized that the study accounted for Ashland's distinctive roles like utilities. The turnover rate of 17% in 2022 decreased to 8% in both 2023 and 2024. Taylor noted ongoing efforts to hire new employees weekly and fill open positions, resulting in a stronger staffing level compared to previous years when higher turnover was driven by neighboring communities offering more competitive wages.

There was extensive council discussion about the timing and communication of the proposed changes. Some councilors expressed discomfort with moving forward so soon after difficult budget decisions. The importance of fully understanding the financial implications was expressed and a desire to consider the City's long-term financial forecast before proceeding. Additionally, the need for effective communication to prevent misinformation was highlighted to avoid causing misunderstandings about the resolution.

Citizen spoke during public comment in opposition to the wage increases, arguing they were inappropriate given recent fee increases for residents.

Decision:

After discussion and amendment the following motions was adopted:
Kaplan moved to table resolution number 2025-22 until the first business meeting in August. Seconded by Bloom.
Roll Call Vote: Councilors Dahle, Bloom, Kaplan, Sherrell, DuQuenne voted yes; Councilor Hansen voted no. The motion passed as amended.

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. CITY MANAGER REPORT

XV. OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

Councilor Bloom announced that the Early Learning Ad Hoc Committee completed grant application materials now on the city website, urging childcare providers to apply.

Councilor Kaplan shared updates from the Climate and Environmental Policy Advisory Committee focusing on electrification incentives and Recology's waste characterization study and mentioned the Housing and Human Services Advisory Committee's plans for the community resources fair and reviewing affordable housing proposals.

Councilor Hansen reported that the Transportation Advisory Committee was readying the transportation system planning process with community involvement opportunities.

Mayor Graham stated that applications for the 2200 site ad hoc committee had closed and appointments would be made by mid-July.

Councilor Hansen highlighted the successful community event in Lithia Park organized by the city and EPIC group.

XVI. ADJOURNMENT

The meeting was adjourned at 8:45 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

CITY OF ASHLAND

Better Together

231 Granite Street Appeal Hearing

CITY COUNCIL

JUNE 17, 2025

Physical & Environmental Constraints Review, Variance, Exception & Tree Removals

The application proposes the construction of a new single-family residential home on a vacant parcel at 231 Granite Street. Because the property is on "Hillside Lands" and involves the disturbance of slopes greater than 25 percent, a **Physical & Environmental Constraints Review Permit** is required. Because Hillside Lands with slopes greater than 35 percent are also being disturbed, some additional standards for "Severe Constraints Lands" come into play. The proposal involves one **Exception to the Development Standards for Hillside Lands** to allow a downhill wall height greater than 20 feet.

The application also includes a **Variance to the Flag Drive Standards in AMC 18.5.3.060.J** for both grade and length, and Tree Removal Permits to remove a total of 74 trees.

Property Background

- 231 Granite Street is a legal lot of record that was created in its current shape and size of 2.182 acres prior to the City's hillside development ordinance.
- Much of the property is located on slopes greater than 25%, with portions of the sloped area being 35% or greater. This triggered Physical & Environmental Constraints Review permit requirements, including severe constraints standards.
- Although the site contains severe constraint lands, it is acknowledged to be developable for a single-family home or duplex consistent with the underlying zoning pursuant to AMC 18.3.10.090.A1.a.
- Due to it being an existing lot of record, the lot is considered to be buildable for two dwelling units, though only one is proposed.

Appeal Issues

Appeal Issues

Compliance with P&E Criteria

A. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence in approving a **Physical Constraints Review Permit** without addressing or demonstrating compliance with the requirements of **18.3.10.050.A.**

B. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence in approving a **Physical Constraints Review Permit** without addressing or demonstrating compliance with the requirements of **18.3.10.050.B.**

C. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence in approving a **Physical Constraints Review Permit** without addressing or demonstrating compliance with the requirements of **18.3.10.050.C.**

Appeal Issues

Development Standards for Hillside Lands

D. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence by approving **development of unbuildable slopes greater than 35% in violation of 18.3.10.090.A.1 and 2.**

E. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence in **concluding that the parcel has inadequate buildable area less than or equal to 35% under 18.3. 10.090.A. l.a when much of the property is comprised of 25% to 30% slopes.**

F. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence by **approving the proposed development within a partition without the geotechnical study required by 18.3.10.090.A.4.**

G. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence by **allowing terracing for purposes other than developing a building pad and vehicular access including landscaping, a pool and spa, and an outdoor kitchen and lounge contrary to 18.3.10.090.B.8.a.**

Appeal Issues

Development Standards for Hillside Lands

H. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by allowing the applicant to develop a pad for a swimming pool and spa contrary to 18.3.10.090.A.8.c.**

I. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by approving a building envelope which is not located and sized to preserve the maximum number of trees on site as required by 18.3. 10.090.D.3.b.**

J. The Planning Commission improperly construes applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by approving an exception to the wall height requirements at 18.3.10.090.E.2.c without addressing or demonstrating compliance with the requirements of 18.3.10.090.H.**

Appeal Issues

Driveway Standards

K. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by allowing the driveway grade for the new driveway to exceed 20% contrary to 18.4.3.080.D.8.**

L. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by approving a variance to allow an average flag drive grade over 20% when 18% is the maximum grade allowed for flag drive variances by 18.5.3.060.F.**

M. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by approving a variance that allows the applicant to exceed the 15% maximum grade for a flag drive where the cumulative length of such variances exceeds 200 feet contrary to 18.5.3.060.F.**

Appeal Issues

Driveway Variance

N. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by allowing an overlength flag drive without the turnaround required by 18.5.3.060.J.**

O. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **in approving a variance to 18.5.3.060.F without addressing or demonstrating compliance with the requirements of 18.5.5.050.**

P. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **in determining that the lot configuration, site topography and existing natural features are unique circumstances warranting a variance under 18.5.5.050.A.1.**

Appeal Issues

Compliance

With

Variance Criteria

Q. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence in holding that the proposed variance is the minimum necessary variance under **18.5.5.050.A.2**.

R. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence by relying on determinations made by a former Ashland planning director in place of the required findings under the variance provisions in section **18.5.5.050**.

S. The Planning Commission improperly construes **18.5.5.050.A.3** and makes a decision that is not supported by adequate findings or substantial evidence in holding that the proposal's benefits are greater than the negative impacts and will further the purpose and intent of the Ashland Land Use Ordinance and the Comprehensive Plan of the City when in fact the opposite is true.

11

Appeal Issues

Variance

Self-Imposition

&

Tree Removal Permit

T. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by holding that the proposed variance under 18.5.5.050.A.4 was not the result of a self-imposed hardship.**

T. The Planning Commission improperly construes applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by approving a tree removal permit without addressing or demonstrating compliance with each of the criteria set forth in 18.5.7.040.**

U. The Planning Commission improperly construes applicable law and makes a decision that is not supported by adequate findings or substantial evidence **by failing to analyze the impact of tree removal within 200 feet of the property as required by 18.5.7.040.B.2.c.**

12

Appeal Issues

Tree Protection

Conclusory Findings

Fire Condition

W. The Planning Commission improperly construes applicable law and makes a decision that is not supported by adequate findings or substantial evidence by failing to consider required tree protection measures as set forth under **18.4.5.030.C.1** and **18.4.5.030.C.6**.

X. The Planning Commission errs by adopting conclusory findings that do not address the relevant criteria or explain how the facts found demonstrate compliance with those criteria, and which improperly incorporates by reference materials which do not support the decision of approval and are internally inconsistent.

Y. The Planning Commission improperly construes the applicable law and makes a decision that is not supported by adequate findings or substantial evidence by imposing a condition requiring future development to conform to the requirements of the Ashland Fire Department where the applicant has not demonstrated such a condition to be feasible.

Settlement of the Record

Appellants' June 13th Submittal

18.5.1.060.I.5.a. "Written arguments **shall be submitted no less than ten days prior to the Council consideration of the appeal**. Written and oral arguments on the appeal shall be limited to those issues clearly and distinctly set forth in the notice of appeal; similarly, oral argument shall be confined to the substance of the written argument."

Mailed Appeal Hearing Notice: Written arguments shall be received in the Planning Department **on or before 4:30 p.m., June 6, 2025**.

Appellant's 36-page written argument submittal was received by Planning after close of business on Friday, June 13th.

AMC 18.5.1.060.I.5.b

Scope of Appeal Deliberations

- Upon review, and except when limited reopening of the record is allowed, the ***Council shall not re-examine issues of fact and shall limit its review to determining whether there is substantial evidence to support the findings of the Planning Commission, or to determining if errors in law were committed by the Commission.***
- ***Review shall in any event be limited to those issues clearly and distinctly set forth in the notice of appeal.***
- No issue may be raised on appeal to the Council that was not raised before the Commission with sufficient specificity to enable the Commission and the parties to respond.

15

Potential Motions to Settle The Record

I move to disallow the appellants' written argument submittals which were not timely submitted and exclude them from the record and from consideration by the Council tonight.

OR

I move to allow the appellants' written argument submittals for inclusion in the record and consideration by the Council tonight.

17

Recommended Motion

Reject Appeal,

Affirm Decision

&

Adopt Findings

I move to affirm the decision of the Planning Commission and reject the appeal with a finding that there is substantial evidence in the record to support the Planning Commission's decision ***on all counts****,* ***to find*** *that the Planning Commission did not commit any errors of law, and to* ***direct staff to prepare written findings incorporating*** *the Planning Commission's Findings of Fact as the City Council's own* ***at the July 15 meeting.***

18

Potential Motion

Support Appeal,

Reverse Decision

&

Provide Detail for Findings

*I move to overturn the decision of the Planning Commission, approve the appeal, and deny the application for PA-T2-2024-00053, finding that the Planning Commission's decision is not supported by substantial evidence and/or contains errors in the application of the approval criteria. I further direct staff to prepare written findings for adoption by the City Council, specifying the basis for this decision [**Include detail for specific assignments of error as discussed in deliberation**], including the identified deficiencies in the Planning Commission's findings and conclusions."*

19

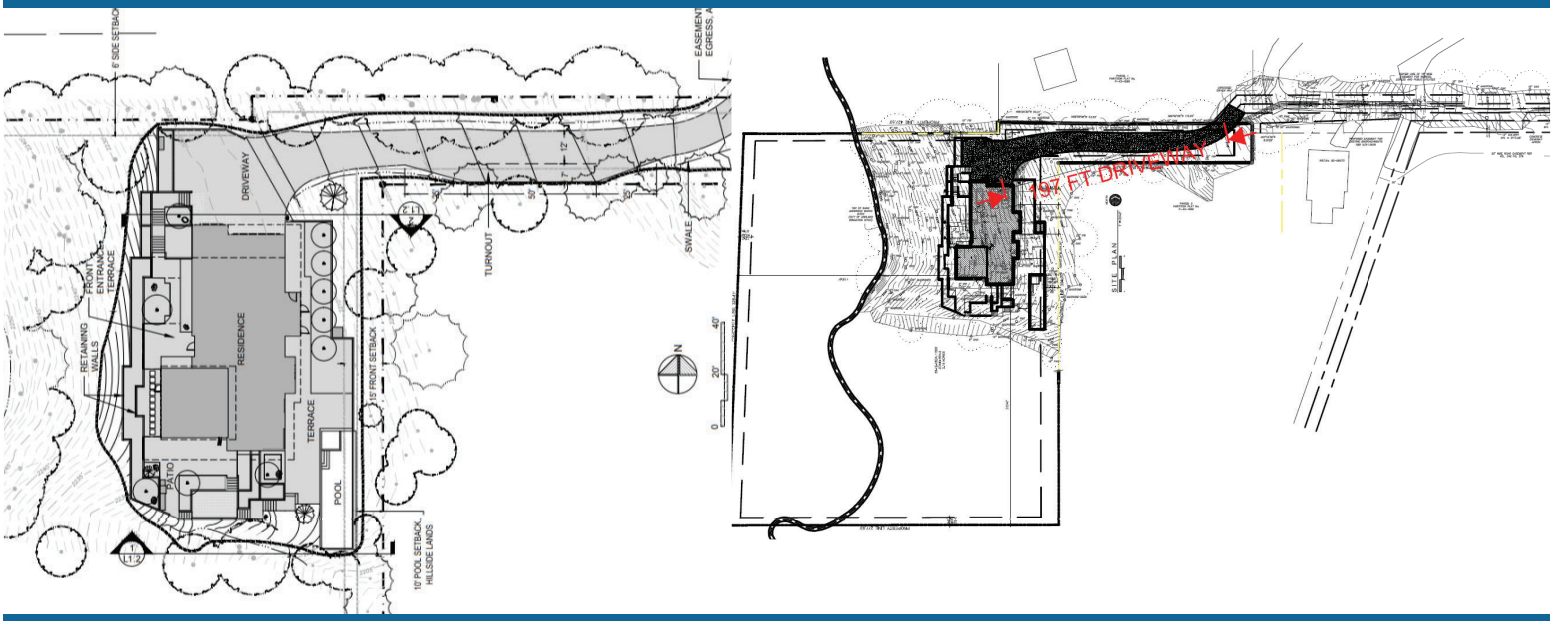
CITY OF ASHLAND

Better Together

231 Granite Street Appeal Hearing

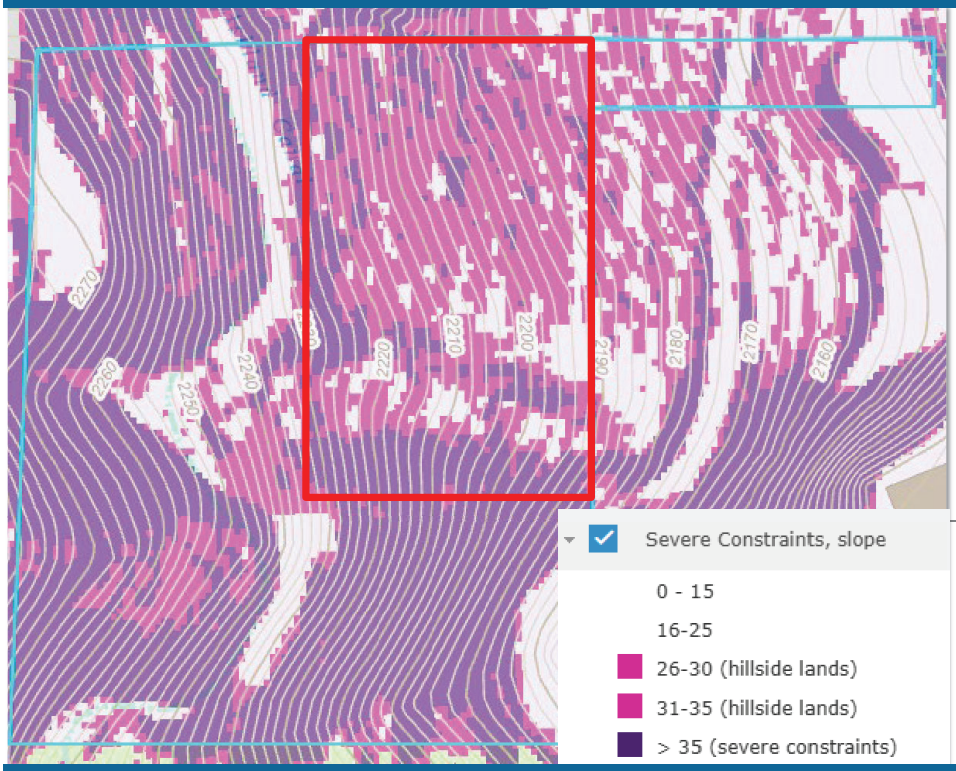
CITY COUNCIL

JUNE 17, 2025



Proposal
231 Granite Street

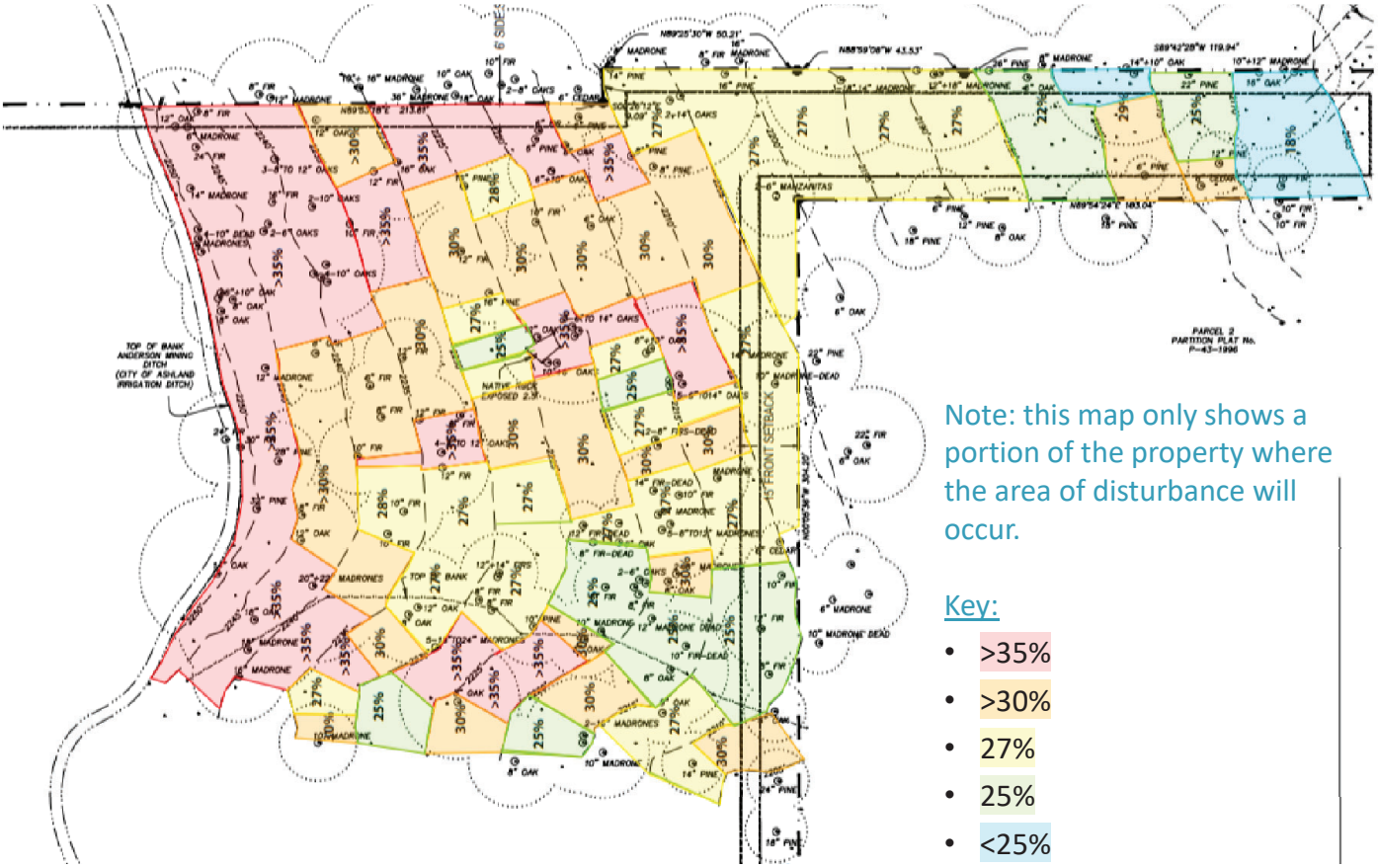
231 Granite Street



Slope Summary

- Current average slopes on lot: 27%
- Driveway average slopes: 23%
- Building envelope average slopes: 27%

Approximate site disturbance shown in Red Outline to the left. The building envelope is located within the lowest slopes on the property and closest to the flag drive in the Northeast corner of the property.



Note: this map only shows a portion of the property where the area of disturbance will occur.

Key:

- >35%
- >30%
- 27%
- 25%
- <25%

Property Background

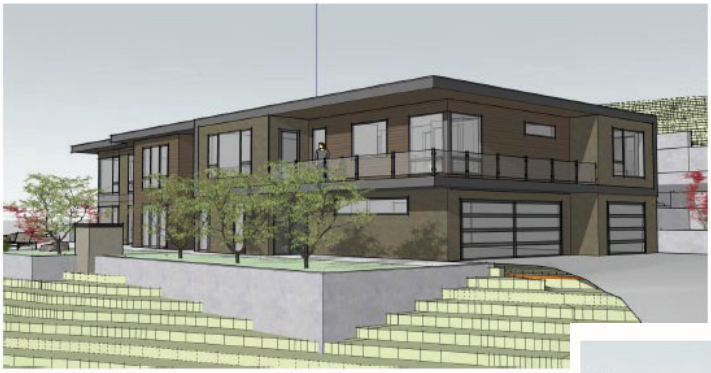


image 1 - PROPOSED NORTH EAST ELEVATION

Image 1 & 2 - Elevations taken from page 3 of Applicant's submittals

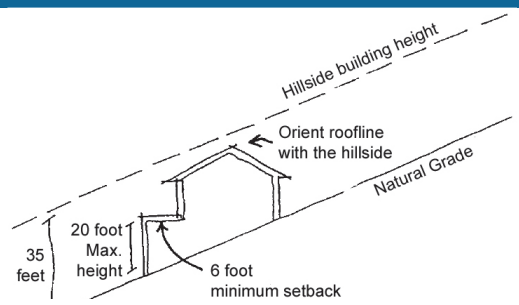
L1 is the height from natural grade to the top of the roof. Whereas L2 is the wall height from natural grade.

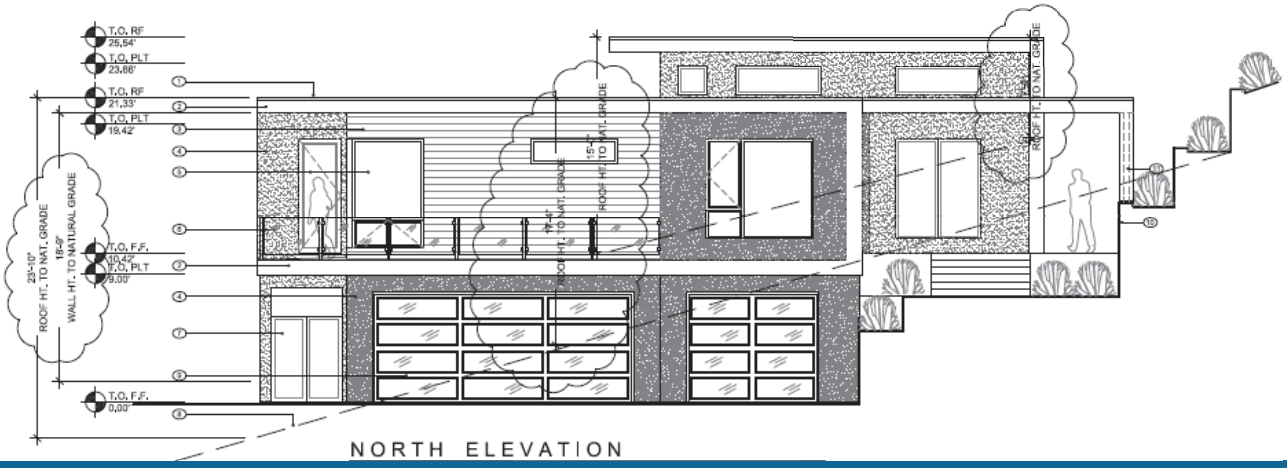
image 2 - PROPOSED SOUTH EAST ELEVATION

Exceptions to Hillside Design Standards

Exception

- The standards require that downhill building walls greater than 20 feet provide a six-foot step-back. As proposed, the eastern façade is 23’ 10” high without the required six-foot step-back. (AMC 18.3.10.090.E.2.c).





Better Together

Variance

Proposed Driveway Variance

A request for a Type 2 Variance to the flag drive standards. The allowed maximum grade of a flag drive is 15% without a variance, or up to 18% with a Type 1 Variance.

Request is to vary from the following criteria

18.5.3.060.F. Flag drive grades shall not exceed a **maximum grade** of 15 percent. Variances may be granted for flag drives for grades in excess of 15 percent but **no greater than 18 percent**; provided, that the **cumulative length** of such variances across multiple sections of the flag drive **does not exceed 200 feet**. Such variances shall be required to meet all the criteria for approval in chapter 18.5.5, Variances.

Better Together

Variance

Proposed Driveway Variance

A request for a Type 2 (hearing) Variance to the flag drive standards. The allowed maximum grade of a flag drive is 15% without a variance, or up to 18% with a Type 1 (ministerial) Variance.

Summary

- **Driveway average slopes:** 23 percent
- **Driveway length:** 197 feet from beginning of flag drive
- **Portion of driveway in 35% slopes:** Less than 100 feet

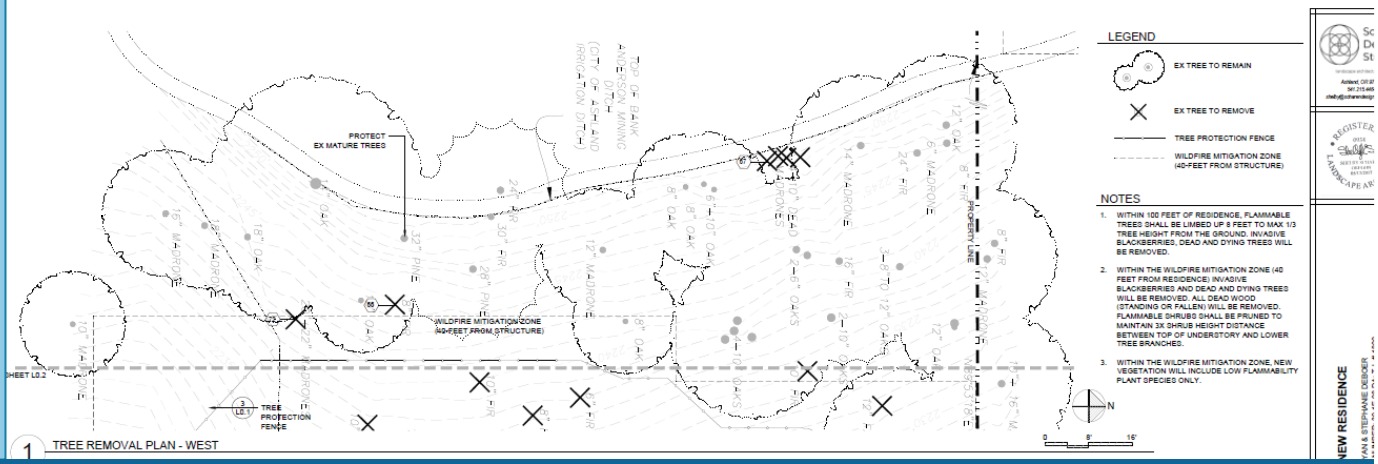
Staff Exhibit S-2: Looking up the flag drive (to the West) from the East end.

Tree Removal

Tree Removal Proposal

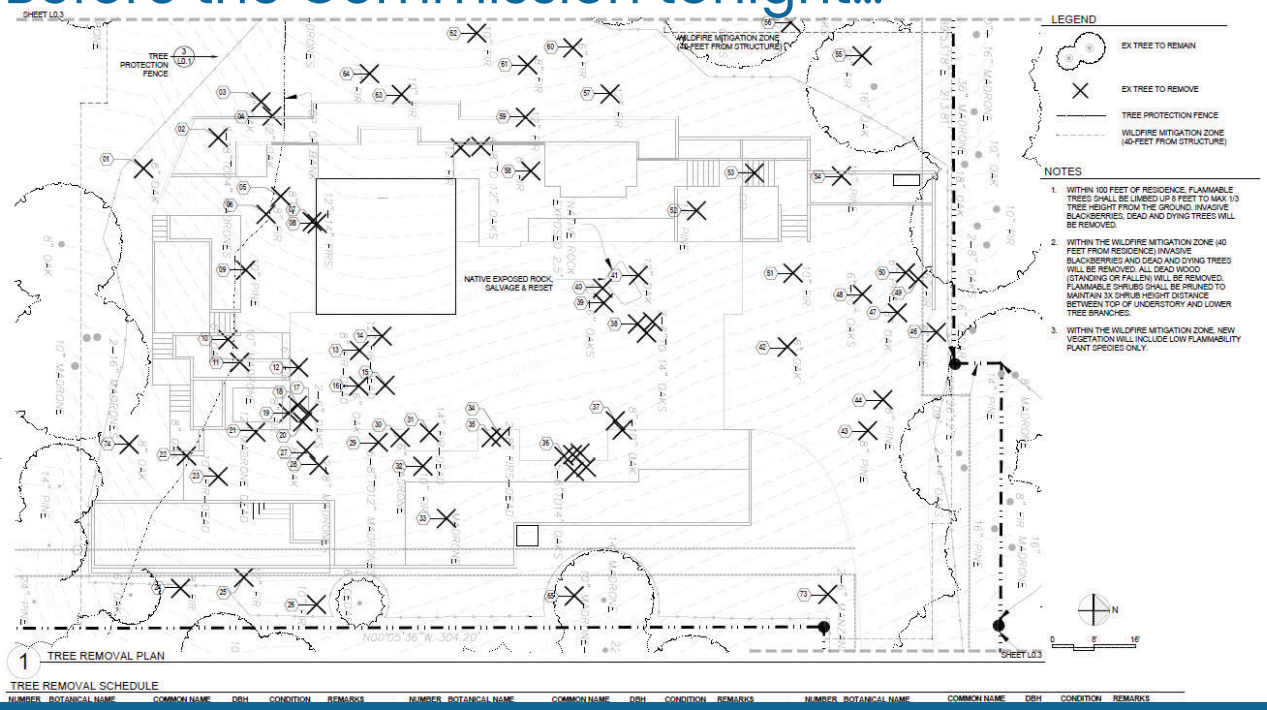
- A Tree Removal Permit for a total of 74 trees, 9 identified as 'significant' trees by definition, and 8 dead trees (AMC 18.5.7.040 & AMC 18.3.10.090.D).

**Several trees are < 6-inches in diameter at breast height (DBH) in size and therefore unregulated*



Tree Removal

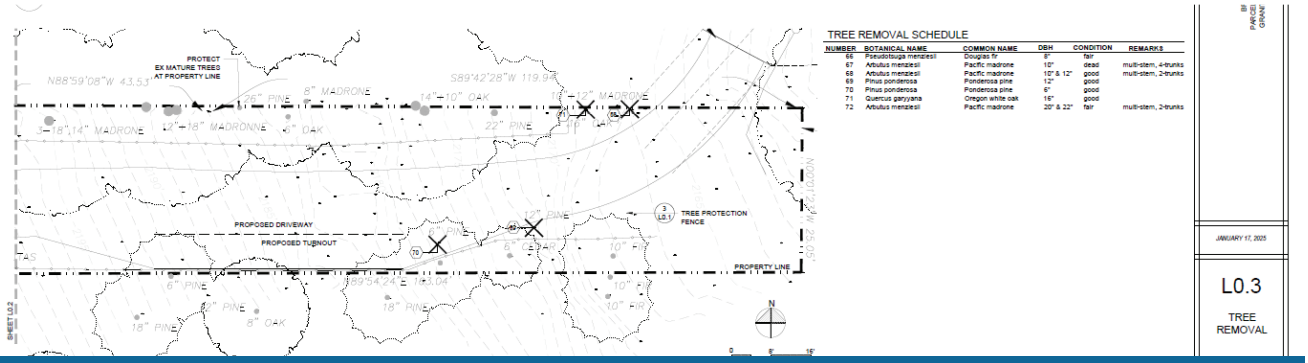
Before the Commission tonight…



Tree Removal

Tree Removal Proposal

The Tree Management Advisory Committee (TMAC) reviewed the application for 231 Granite Street on March 6th at their monthly meeting. The TMAC expressed concern with the loss of so many trees, but they recognized that all trees proposed for removal were either within the building envelope or very close to required excavation. The most significant tree near the project, a 36” madrone, is on an adjacent property and it appears that the tree protection plan provides adequate protection to the Critical root zone. The TMAC recognizes that there is little they can do to influence the size of the home, but did note that pools are discouraged in Hillside Development. Mitigation plantings were not discussed in detail.



Council Business Meeting

Date: August 5, 2025

Agenda Item	Requesting approval to purchase a van mounted sewer inspection camera system.
Department	Public Works
From	Michael Morrison, Deputy Director Operations

TIME ESTIMATE
Consent

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
The Public Works Department requests City Council approval to replace the existing van-mounted sewer inspection camera system. The replacement of the van was part of the 2025-2027 biennium budget previously approved by the Budget Committee and City Council. .

POLICIES, PLANS & GOALS SUPPORTED

The proposed replacement of the van-mounted sewer inspection camera system supports several key policies and operational goals of the City of Ashland. Specifically, it aligns with the City's Capital Improvement Program (CIP) by identifying critical infrastructure issues and is essential for proactive sewer system maintenance. The replacement also upholds the Public Works Department's mission of responsible stewardship, regulatory compliance, and efficient infrastructure management.

Additionally, this request is consistent with the City's equipment replacement and fleet maintenance practices, which prioritize the timely retirement of outdated assets to maintain safety, operational reliability, and fiscal responsibility. The current system, now 12 years old, lacks modern capabilities such as video retention—features that the new system will provide to enhance documentation, diagnostics, and service delivery.

BACKGROUND AND ADDITIONAL INFORMATION
The current system is an important asset in assessing the condition of the city's sewer infrastructure, and it has now been in service for 12 years. The system consists of a crawler-mounted camera system housed within a dedicated inspection van. This camera can traverse the network of underground sewer pipes to allow visual inspection of real-time pipe conditions. This equipment is essential for identifying potential problem areas within the sewer network. Those problem areas can then be repaired before they develop into major issues.

This sewer inspection equipment will be purchased through a Sourcewell cooperative purchasing agreement, which provides access to competitively bid contracts that meet all applicable procurement requirements. By leveraging the collective buying power of numerous government agencies nationwide, Sourcewell secures volume-based pricing, allowing the City to obtain the best possible value without conducting a separate local bid process. This approach ensures compliance, saves staff time, and delivers very competitive and cost-effective purchasing.

FISCAL IMPACTS
This purchase was planned and approved as part of the City's FY 2025–2027 Biennium Budget. The Wastewater Collections Division has paid annual equipment rental fees into the Equipment Fund in anticipation of this

replacement. Those accumulated funds will be used to fully cover the cost of the new system.
Total purchase cost: $265,096.39

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Move to approve the purchase of the van-mounted sewer inspection camera system through the Sourcewell cooperative purchasing agreement

REFERENCES & ATTACHMENTS

1. Sourcewell Pricing Sheet
2. Sourcewell Legal Statute

CONTRACT PRICING WORKSHEET

Contract No.: 120721-EVS

Buying Agency	City of Ashland	Sales Partner	True North Equipment
Contact Person	Jason Robustelli	Contact Person	Jim Brown
Phone	541-488-5587	Phone	503-319-8488
Fax		Fax	503-848-0848
Email	robustelj@ashland.or.us	Email	jbrown@truenorthenviro.com

Itemized Contract Items / Options - Attach additional sheet if necessary

QTY	Part Number	Description	LIST PRICE	Contract PRICE
1	E-RX-SYS-PRO-22-L-HD	Rovver X Pro Truck System-Pro Truck System includes HD DCX5000 Desktop Controller with CCU1 electronics including emergency stop, HD RAX300 automatic cable reel with 300m (1000ft) of orange Gore cable, wireless remote control for cable reel, HD RX130 quick change version crawler with six wheel drive with integrated lift, backup camera, sonde and rubber wheels for 6" to 12" pipe, HD RCX90 color camera with 135 degrees tilt, 360 degrees rotation, and 120x zoom, pressurization kit, tools and accessories.	$ 119,893.50	$ 114,181.29
1	E-559-0900-03	LED Aux Light with Backeye Camera for ROVVER X 130	$ 5,253.00	$ 5,100.00
4	E-080-0709-00	Small Aggressive Carbide Wheels	$ 2,054.40	$ 1,956.56
2	E-080-0711-00	Medium (M) Quick-Change Aggressive (Carbide) Wheel	$ 1,495.00	$ 1,300.00
2	E -080-0710-00	Large Aggressive Wheel QC	$ 1,510.00	$ 1,340.00
4	E-080-0704-02	XXL Quick-Change Rubber Wheel	$ 2,710.00	$ 2,440.00
1	Transit Build Inverter	Standard Build Package Transit Inverter		$ 53,683.50
		Subtotal Contract Items		$ 180,001.35

Sourced / Non Contract Items

QTY	Part Number	Description	LIST	COST
1	Ford Transit	2024 Ford Transit T-350 9500GVW		$ 69,895.00
1	Price Increase	2025 Approved Price Increase effective 1/1/2025		$ 5,400.04
2	Training	Two days training for Envirosight equipment on site	N/C	N/C
		Subtotal Sourced Items		$ 75,295.04
		Freight Surcharge		$ 2,000.00
		Transport- Build Center to Hillsboro		$ 6,550.00
		Freight		$ 1,250.00
		Total Sourcewell Purchase Quote		**$ 265,096.39**

Oregon Legal References

Or. Rev. Stat. § 279A.205. Authorization of cooperative procurements.

(1) A contracting agency may participate in, sponsor, conduct or administer a joint cooperative procurement for the procurement of any goods, services or public improvements.

(2) A contracting agency may participate in, sponsor, conduct or administer a permissive or interstate cooperative procurement for the procurement of any goods or services, but not public improvements.

Or. Rev. Stat. § 279A.220. Interstate cooperative procurements.

(1) A contracting agency may establish a contract or price agreement through an interstate cooperative procurement only if:

(a) The administering contracting agency's solicitation and award process for the original contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in ORS 279B.055 or 279B.060;

(b) The administering contracting agency's solicitation and the original contract allows other governmental bodies to establish contracts or price agreements under the terms, conditions and prices of the original contract; and

(c) The administering contracting agency permits the contractor to extend the use of the terms, conditions and prices of the original contract to the purchasing contracting agency.

(2) In addition to the requirements in subsection (1) of this section:

(a) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, must be listed in the solicitation of the administering contracting agency as a party that may establish contracts or price agreements under the terms, conditions and prices of the original contract, and the solicitation must be advertised in Oregon; or

(b)(A) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, shall advertise a notice of intent to establish a contract or price agreement through an interstate cooperative procurement.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

Disclaimer:

The information found on the Sourcewell website is provided for educational and informational purposes only. This information contained on the Sourcewell website, including any printed material derived from the website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate.
Please consult with a qualified attorney regarding any questions.

Information current as of: 2025-07-01

Council Business Meeting

Date: August 5, 2025

Agenda Item	Award of Design Contract – Phase 2 & 3 of the Wastewater Treatment Plant Headworks Upgrade Project
Department	Public Works
From	Chance Metcalf

TIME ESTIMATE
Consent

CATEGORY
Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY
As established in the Ashland Municipal Code (AMC) (2.50), the City Council acts as the local contract review board ensuring proper procurement procedures are utilized by staff in procuring services for the City of Ashland.

Before the Council is a request to approve a Personal Services Contract for engineering and design services with Jacobs Engineering Group for Phase 2 & 3 of the Wastewater Treatment Plant Headworks Upgrade (project 2020-02). This project was publicly advertised using a Qualifications Based Proposal (QBS) process. Jacobs was selected as the most qualified among two total proposers. The goal of the project is to upgrade the headworks system and associated processes to meet future demands while reducing maintenance needs and operational costs.

POLICIES, PLANS & GOALS SUPPORTED
City Council Priorities, Visions and Values:

- Quality infrastructure and facilities through timely maintenance and community investment.

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life cycle costs.
- Deliver timely life cycle capital improvement projects.
- Maintain and improve infrastructure that enhances the economic vitality of the community.

BACKGROUND AND ADDITIONAL INFORMATION
PREVIOUS COUNCIL ACTION
The most recent action taken by the Council regarding wastewater treatment plant infrastructure maintenance and improvement projects was approval of the 2025-2027 Biennium Budget and associated Capital Improvement Plan (2025-2031 CIP).

BACKGROUND AND ADDITIONAL INFORMATION
Request For Proposal -Qualification Based Selection (QBS) Solicitation Process
As required by Ashland Municipal Code and State Procurement Codes a formal solicitation was required because the design of project was anticipated to exceed $250k. The QBS was developed by staff and outlined the various phases of work contemplated for the capital improvement project along with specifying the necessary qualifications and experience requirements to meet the needs of the City for the design of a new headworks at the wastewater treatment plant. The QBS contemplated contractual work under the following phases.

Phase 1: Validate need, evaluate alternatives, and recommend preferred solution.
Phase 2: Preliminary Engineering of preferred alternative.

Phase 3: Final Engineering & Bidding Services.
Phase 4: Construction Administration and Programming Services, System Testing and O & M Plan.

The final QBS was reviewed and approved by the Legal Department for posting as required by AMC.

The Wastewater Treatment Plant (WWTP) headworks upgrade QBS was advertised on June 26, 2024, on the Oregon Buys website the States procurement website (Oregonbuys.com). In addition, formal notice was published in the Daily Journal of Commerce and on the City's website.

Two proposals were received on July 30, 2024. Five city staff members independently graded each proposal with the criteria developed for the QBS. Both firms, Jacobs Engineering Group and West Yost scored well, and staff determined it was in the City's best interest to conduct interviews of both consultants following the process outlined in the QBS. Jacobs Engineering Group was the highest ranked proposer after all grading was complete (proposal & interview). Once grading was complete, staff noticed both responders of the City's intent to begin scope and fee negotiations with Jacobs Engineering Group for Phase 1.

Phase 1 - Complete
Phase One of the Wastewater Treatment Plant Headworks Upgrade – Alternative Evaluation and Recommendations Technical Memorandum was finalized by Jacobs Engineering Group on May 29, 2025, and accepted by staff. Reference attachment #1. The memo evaluated the effectiveness of the current headworks screening and grit removal process and developed recommendations for improvements to address deficiencies and accommodate future plant expansion.

Phase 2 & 3 – Preliminary and Final Engineering (current anticipated scope of work)
After completion of phase 1, Jacobs Engineering Group and staff worked together to finalize a formal scope of work and cost proposal for Phase 2 & 3 WWTP headworks upgrade. Reference attachment #2 Scope and fee for contract approval.

Project Background
The headworks was the only major piece of infrastructure for the wastewater treatment plant that was not addressed during the Wastewater Plant upgrades completed in the early 2000's. The headworks Upgrade project was originally identified as a priority in the 2014 Wastewater Facility Plan. The need for this project was again reaffirmed in the 2019 Wastewater Treatment Plant Facilities Assessment, due to the age and condition of the equipment.

The headworks process is the oldest operating component of infrastructure at the wastewater treatment plant. In addition to its age and components reaching the end of their useful life, the layout of the headworks places the grit removal process upstream of screening. This means the grit system is required to handle raw, unscreened sewage, which significantly reduces the efficiency of the grit removal step and necessitates frequent manual removal of rags and debris by plant operators.

The headworks Upgrade project will address these deficiencies by modernizing the headworks process, improving operational efficiency, and ensuring long-term reliability for one of the most critical components of our wastewater treatment system.

FISCAL IMPACTS
The City entered into a Personal Services contract with Jacobs Engineering Group in the amount of $64,864 for phase 1 in December of 2024. The total cost for phase 1 came in at approximately 40% under the proposed budget. Savings for the phase 1 contract came from the consultant's familiarity with the plant and an onsite design workshop that was combined with another required site visit associated with the outfall relocation project help reduce the overall cost.

The proposed budget for Phase 2 & 3 is $733,075 and aligns with staff's expected cost for the preliminary and final engineering document development.

The anticipated capital expenditure for the construction phase based on the preferred alternative is $5.8 million, but this number will be refined through the formal design process.

As part of project funding staff will be coordinating with Jacobs Engineering Group on development of a State Revolving Fund (SRF) loan application package to be submitted to the Department of Environmental Quality (DEQ). The SRF debt incurred for the project will be paid back by Wastewater system revenues and system development charges. This approach allows the City to fund the necessary improvements while minimizing the financial burden on the city's Wastewater fund and rate payers.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to award a personal services contract to Jacobs Engineering Group in the amount of $733,075 for Phase Two & Three of the Wastewater Treatment Plant Headworks Upgrade Project.

REFERENCES & ATTACHMENTS

1. Att #1 - Phase 1 WWTP Headworks - Alternatives Eval and Rec Tech Memo
2. Att #2 - Phase 2 WWTP Headworks - Final Design Scope and Fee

Alternatives Evaluation and Recommendations

Date: May 29, 2025
Project name: Phase I WWTP Headworks Upgrade
Project no: D3951700
Attention: Chance Metcalf
Client: City of Ashland
Prepared by: Jessica Penetar, Bryan Youker
Reviewed by: Craig Massie

1100 NE Circle Blvd
Suite 300
Corvallis, OR 97330
United States
T +1.541.752.4271

Background

In 2019, Jacobs Engineering Group Inc. (Jacobs) performed a facilities assessment and evaluation at the wastewater treatment plant (WWTP) for the City of Ashland (City) to identify what treatment components would become treatment capacity limiting and when based on updated flow and load projections. In addition, we evaluated several treatment areas identified by the plant staff to recommend improvements. One of the recommendations was to construct a new grit removal facility and integrated flow splitting structure downstream of the existing headworks. The flow splitting would accommodate the existing two oxidation ditches plus a planned future oxidation ditch. Replacing the existing bar screen and screenings washer compactor accessories was also recommended owing to the equipment age and performance.

This technical memorandum validates the need for this proposed upgrade, evaluates alternatives, recommends an approach for implementation, and provides construction costs estimates.

Current Conditions Summary

Information used in this evaluation is summarized below.

Updated Influent Flow and Loads

The 2019 report used flow and load data, along with projected population growth, to estimate future loading, and are shown below for reference.

Table 1: Projected 2040 Influent Loads (from the 2019 Report)

	BOD5 lbs/day	TSS lbs/day	TKN lbs/day	Ammonia lbs/day	Phosphorus lbs/day
2018 - Population 21,501					
Wet Weather Average	4,044	3,981	670	402	88
Dry Weather Average	4,898	4,643	771	454	94
Wet Weather Maximum Month	5,050	5,044	830	483	115
Dry Weather Maximum Month	5,541	5,356	897	516	106
2040 - Projected Population 23,630					
Wet Weather Average	4,444	4,375	736	441	97

Dry Weather Average	5,383	5,103	847	498	103
Wet Weather Maximum Month	5,551	5,544	913	531	126
Dry Weather Maximum Month	6,090	5,886	986	567	116

Abbreviations: BOD = biological oxygen demand, lbs/day = pounds per day, TSS = total suspended solids, TKN = total Kjeldahl nitrogen.

Table 2: Projected 2040 Flows (from the 2019 Report)

	2014-2018 Avg	Design 2018	Projected Unit Flow	2040
Population	-	21,501	-	23,630
Units	MGD	MGD	gpcd	MGD
Average Day Dry-Weather (ADWF)	2.38	2.4	111	2.6
Max Month Dry-Weather ($MMDWF_{10}$)	2.60	3.0	141	3.3
Annual Average Day (AADF)	2.34	2.3	109	2.6
Average Day Wet-Weather (AWWF)	2.30	2.3	107	2.5
Max Month Wet-Weather ($MMWWF_5$)	2.94	3.4	158	3.7
Peak Week (PWkF)	3.81	5.3	200	5.7
Peak Day ($PDAF_5$)	8.29	7.8	250	8.3
Peak Instantaneous (Hour) (PIF_5)	-	10.7	350	11.4

MGD = million gallons per day, Avg = average, gpcd = gallons per capita per day

The City provided updated influent flows and loading from 2022 through 2024, shown in Table 3.

Table 3: Recent WWTP Loading and Flow

	CBOD lbs/day	TSS lbs/day	NH3 lbs/day	Flow MDG
2022				
Wet Weather Average	3132	3374	472	1.91
Dry Weather Average	3078	3281	423	1.91
Wet Weather Maximum Month	3757	3840	572	2.21
Dry Weather Maximum Month	3761	4120	514	2.29
2023				
Wet Weather Average	2513	3220	383	1.79

	CBOD lbs/day	TSS lbs/day	NH3 lbs/day	Flow MDG
Dry Weather Average	2714	3541	347	1.72
Wet Weather Maximum Month	2831	3898	423	2.19
Dry Weather Maximum Month	3075	4020	369	2.05
2024				
Wet Weather Average	3309	3246	379	1.80
Dry Weather Average	2655	3779	350	1.63
Wet Weather Maximum Month	3720	4396	452	2.04
Dry Weather Maximum Month	3034	4506	376	1.75

Using the recent influent flows and loads, the overall average flow from 2022 to 2024 is 1.79 MGD, with a maximum average flow of 2.29 MGD and a maximum daily flow of 5.15 MGD.

The average flows measured over the past 3 years are lower than the design values from 2018. Therefore, the design flows used in 2019 report are conservative and can be used for this analysis.

Existing Equipment and Considerations

The existing grit removal system uses a Detritor Grit Removal system originally installed prior to the major plant expansion completed in 2002. The system is outdated, requires frequent maintenance, and it is difficult to get replacement parts. Additionally, the grit removal system is located upstream of the bar screen, which is the opposite of the current best practices for wastewater treatment. Without the removal of material via upstream screening, rags and other debris typically removed by headworks screens clog the grit removal system. Refurbishing the existing system would not increase grit removal performance and would not correct the problem to grit removal preceding screening and was therefore not evaluated. Based on City-provided data, the grit system removes an estimated 50-100 cubic feet of grit per month when functioning properly, which is a range of 0.82 to 1.64 cubic feet of grit per million gallons (see Attachment A). The 2019 condition report documented that the mechanical bar screen was operating well but various components were in need of refurbishment. During peak flows or heavy solids loading, the screen can become overwhelmed, backing up the flow coming to the screen and results in flows diverting to the screen bypass channel. The bypass channel is equipped with a manually cleaned bar screen.

In August 2024, the City performed maintenance on the oxidation ditches by taking one ditch offline and draining it for the first time in 25 years. Photographs are included in Attachment B. Jacobs estimated that approximately 10,260 to 30,780 cubic feet of grit had accumulated in the oxidation ditches as a result of passing through the existing headworks facility (see Attachment A for calculations). If the annual average flow rate for the past 25 years was 2 mgd, then the average concentration of grit was between approximately 0.56 and 1.69 pounds per million gallons. Removal of the accumulated grit from the oxidation ditches was deemed not cost effective due to the challenge of removing and drying the grit before disposal. The City will revisit removing this grit in the future. In addition to avoiding the buildup of grit in the oxidation ditches, the plant utilizes a UV disinfection system that is sensitive to debris in the flow

stream. To avoid buildup in the oxidation ditches, and to protect that UV system from excessive debris, the City would like to have a better grit removal system prior to the oxidation ditches.

Observations of grit accumulation in 2024 indicated that the existing splitter box at the oxidation ditches is not evenly distributing flow between the two oxidation ditches. In addition, a future expansion is expected to add a third oxidation ditch, necessitating an even reliable flow split to up to three oxidation ditches. Operators at the WWTP indicated that the return activated sludge (RAS) currently enters the oxidation ditches directly without flow splitting, leading to an imbalance of RAS returned to the secondary treatment process. Options for improving the flow splitting, including the RAS, and accommodating flow splitting to a third ditch are included in the evaluation.

Truck access to the Headworks area is difficult due to narrow roads and clearance around existing facilities. The City indicated that 70-foot long tractor trailer trucks drive near the building and currently, they cannot make the turn at the south side of the facility around the Headworks building. Therefore, WWTP expansion in conjunction with access improvements were also considered as part of this evaluation.

Grit Removal Options

Two options are considered in this memorandum for grit removal system improvements:

Option 1: Install two new mechanically-cleaned bar screens with a smaller screen opening. The current bar screen has ½-inch openings, and screens with 3/8-inch openings are available that can process the necessary flow rates. A smaller bar spacing will remove more screenings and remove an additional amount of grit with those screenings, but the difference between ½-inch and 3/8-inch is minimal improvement, and not a great deal of additional grit removal would be expected. The second mechanical screen would be located in what is currently the bypass channel with a manually-cleaned screen. Adding a second screen would create a redundant screening system during maintenance, and provide additional capacity for high flows, while removing a nominal additional amount of grit. The existing grit removal system would remain operational.

Option 2: Construct a new grit removal facility downstream of the existing headworks facility, as evaluated and discussed in the 2019 report. This option would increase grit removal efficiency and locate grit removal downstream of screening so that debris would be removed upstream and not interfere with grit removal as is currently the case with grit removal upstream of screening. Best practice in wastewater treatment is to have screening located upstream of grit removal.

Option 1: New Bar Screens

Jacobs contacted two manufacturers of mechanically-cleaned bar screens, Huber and Kusters, and provided the following assumptions for design and pricing considerations.

- Capacity of bar screen: 8.5 mgd, each
- Average flow: 2 mgd, each
- Bar spacing: 3/8-inch (10mm)
- Overall Channel Width: 2 feet
- Overall Channel Depth: 5 feet
- Water depth downstream: 2.5 feet at peak flow

- Inclination: 70-80 degrees from horizontal
- Blinding: Manufacturer standard or 35%, whichever is larger.
- Other: Replacement of washer-compactor, with both screens discharging to a single washer-compactor

Representatives of both manufacturers provided preliminary quotes, head loss calculations, and other relevant product information. Jacobs determined that both screens meet the initial requirements for this project, with an acceptable head loss, water velocity through the screen, and can likely be installed in the existing channels. The existing washer compactor will be replaced, and a second washer compactor will be installed for the second mechanical bar screen. Both washer compactors would discharge to the same screenings dumpster located approximately where the existing dumpster is located. The conceptual plan is included in Attachment C.

Jacobs also evaluated the possibility of repurposing the existing grit removal structure for screening. In this configuration, mechanical screening equipment would be installed in the grit removal structure creating the opportunity to have redundant screening mechanisms (one being the existing mechanical and manual bar screens) downstream. For this option, two channels would be constructed within the existing grit removal structure to accommodate the width of the bar screens, as the existing structure is about 14 feet wide, and a bar screen is approximately 4 feet wide. The remaining width of the structure would be abandoned in place. This option would not address the current bar screen which was noted to need refurbishing in 2019 and also may require significant modifications to the existing grit structure. Therefore, Jacobs recommends installing two new mechanical bar screens in the locations of the existing mechanical bar screen and manual bypass screen. A bypass around the new mechanical bar screens in the event of major power failure (failure of both primary and backup power) will be evaluated during the design phase but is not included at this time.

Preliminary information from the manufacturers indicate that the system requires 3 control panels (1 per bar screen and one for the washer), a 2 horsepower (hp) motor for each bar screen and a 5 hp motor for the washer. Further design development may allow for a single common control panel suitable for all three functions. Based on electrical record drawings from 2002, which are assumed to be correct and current, there are two 20 amp circuit breakers for the existing mechanically-cleaned bar screen and screenings compactor, and two breakers identified for a future screen and screenings compactor. These existing breakers can accommodate the two new bar screens and 1 new screening compactor.

Option 2: New Grit Removal Facility

The typical configuration of headworks facilities is a screening prior to grit removal to minimize ragging and plugging of grit removal equipment. At the WWTP, the grit removal is upstream of the bar screen and often gets clogged as unscreened debris pass through the grit removal system intended to remove only finer grit particles. Therefore, a new grit removal facility located downstream of the current headworks is considered in this option, as initially recommended in 2019, and as is more typical in wastewater treatment.

Three common technologies exist for grit removal, which are vortex, aeration, and stacked trays. While the stacked trays are a newer technology, this technology performs better than the other technologies for grit removal and therefore was included in the 2019 report and this updated memorandum.

The assumptions and discussion in the 2019 report were reviewed and the solution proposed was determined to still be a viable and preferred approach, though with a cost saving submersible grit pump configuration. The elements proposed in 2019 include the location of the new grit removal facility just

south of the oxidation ditches, the Hydro International Headcell® (now owned by Oldcastle Infrastructure) grit removal unit with a bypass, a submersible pump inside the grit removal facility, a grit slurry handling system Hydro GritCleanse® with a grit dumpster located immediately to the west of the existing bar screen, and a means for even flow splitting to ultimately three oxidation ditches (see the Oxidation Ditch Flow Splitting section). The existing grit removal facility within Headworks would be abandoned in place, and the bypass around the grit removal equipment to screening used.

A conceptual layout, a hydraulic profile showing the new grit removal facilities and the preliminary design of the grit removal facility are included in Attachment D. The new grit removal facility will be located as far to the west as possible, to be determined by a survey during the design phase, to allow for better vehicle access to Headworks.

Jacobs contacted Hydro International, vendor of the Headcell® and Hydro GritCleanse® systems, and provided the following assumptions:

- Design flow: 8.5 mgd
- Average flow: 2 mgd
- Removal required: 95% of grit larger than 75 microns at average flow, and under peak flow, 95% of grit larger than 210 microns.
- Typical grit parameters as no grit characterization is available.

Based on the criteria above, Hydro International recommended a 9-foot diameter system with 4 trays. Grit particles smaller than 210 microns would pass through the 4-tray system at the peak flow, assuming a typical grit size profile. However, at average flows, the system will remove 95% of particles greater than 75 microns. The vendor indicated that increasing to 7 trays would improve grit capture in all flow conditions, if desired. Based on the amount of grit that had accumulated in the oxidation ditches over approximately 25 years of operation with minimal grit removal prior to the oxidation ditches, Jacobs is recommending installing a 4 tray unit at this time but designed to accommodate the additional trays in the future as average flows increase.

The vendor indicated that maintenance for the submersible pump would be required once every 10 years, and it was recommended that inspections be conducted yearly. The guide rails included with the Headcell unit would allow for pump removal and inspection, however a crane may be required to lift the pump.

The Headcell® unit does not have any electrical requirements, but the submersible pump, grit washing, and control panel do require power. The submersible pump is estimated to be between 5 and 10 hp. The record drawings indicate there is a breaker for a “future screenings compactor” as well as 3 spare circuit breaker locations at motor control center 1 (MCC) that services the headworks. Based on current loads at MCC-1, there appears to be available capacity that could likely accommodate the addition of the submersible pump. However, Jacobs recommends installing a temporary power meter for a 30-day period to verify actual loading on MCC-1. Information related to existing controls was not available in the record drawings.

Summary

Because of existing equipment condition, the current configuration of grit removal and screenings, and the challenge of removing grit accumulated in the oxidation ditches, Jacobs recommends implementing both Options 1 and 2. Option 1 replaces existing screening equipment that was noted in 2019 to require refurbishment, and also increases screening reliability by adding a redundant mechanically-cleaned bar

screen, and screening efficiency with a smaller screen opening. Option 2 rearranges the Headworks treatment to a more typical configuration and to a more efficient technology and improves the current oxidation ditch flow splitting and accommodates future flow splitting to a third oxidation ditch.

Oxidation Ditch Flow Splitting

The current flow splitting box located at the oxidation ditches does not appear to evenly split flows into the two oxidation ditches. A third oxidation ditch will be installed in the future, further requiring upgrades to the existing structure. The 2019 report concluded that minor improvements could be made to the existing structure, including replacing the fixed weirs and expanding it to accommodate a third oxidation ditch.

However, if the proposed grit removal facility is constructed, a common channel with adjustable weir gates serving up to three oxidation ditches could be incorporated to allow for improved flow control among the oxidation ditches (Attachment D). The current flow splitting structure would be bypassed with direct piping to each oxidation ditch.

During construction of the new flow splitting and grit removal facility, the RAS pipe could be rerouted to enter the new flow splitting box with minimal additional disruption to operations. Jacobs recommends rerouting the RAS pipe to the new flow splitting structure to improve operations. During final design, calculations will be performed to determine what RAS pump changes would be required to pump to the new flow splitting location.

Headworks Access and WWTP Expansion

The City indicated that they would like to pave areas near the existing headworks facility to allow for 70-foot tractor trailers to drive all the way around the headworks building. Currently, trucks back down from headworks and turn around in the parking lot. The City plans to acquire the BMX park located directly south of the WWTP, with an estimated area of just over 1 acre (approximately 50,000 feet, see Attachment E). In addition, they would like to pave the area west of the headworks facilities, with an estimated area of slightly less than 1/5 of an acre (approximately 7,000 feet). As part of the paving, the fence along the southern end of the WWTP would be demolished and a new fence and gate would be installed around the newly paved area.

Jacobs analyzed the required truck turning radius and determined that if the areas south and west of the headworks building are paved as proposed, there is sufficient clearance for a 70-foot tractor trailer to turn around.

Recommendations and Costs for Improvement

As discussed above, Jacobs recommends installing 2 new mechanically-cleaned bar screens (Option 1) and constructing a new grit removal facility downstream of the Headworks with a new integral flow splitting structure (Option 2). Expanding the WWTP and paving the areas west and south of the headworks building will improve access to the southern portion of the treatment plant.

Costs for these options are detailed in Attachment F.

Option 1: New Bar Screens

Equipment - 2 mechanical bar screens and two washer compactors, including electrical controls and installation support from the manufacture: $664,729

Total: $1,650,000

Option 2: New Grit Removal Facility

Equipment – Headcell® unit with 4 trays, submersible pumps (2), grit cyclone, control panel, and startup assistance from the manufacturer: $614,000

Total: $4,175,500

Optional Alternative Headworks Access and WWTP Expansion

Work includes site preparation, pavement, stormwater drainage, and fence installation. Costs presented in Attachment G assume one mobilization and may increase if construction is performed in separate stages.

Access Improvements: $1,510,000

Attachment A - Grit Removal Calculations

Headworks	Low Estimate	High Estimate	Units
Grit removed	50	100	cubic feet per month
	12	12	months/year
	600	1200	cubic feet per year
	22	44	cubic yards per year
Total Grit Removed	15,000	30,000	cubic feet in 25 years
	556	1,111	cubic yards in 25 years

Oxidation Ditch	Low Estimate	High Estimate	Units
Average depth of grit	0.5	1.5	ft
Length of ditch	380	380	ft
width of ditch	27	27	ft
Number of basins	2	2	
Total Grit removed	10,260	30,780	cubic feet in 25 years
	380	1,140	cubic yards in 25 years

Treated Wastewater			
Average flow	2		million gallons per day
	365		days per year
	730		million gallons per year
	25		years
Total flow	18,250		MG treated in 25 years

Grit Concentration	Low Estimate	High Estimate	Units
	0.82	1.64	ft^3 grit/million gallons

Grit Concentration	Low Estimate	High Estimate	Units
	0.56	1.69	ft^3 grit/million gallons

Notes:

Headworks grit removal quantities based on estimate from facility operator

Oxidation grit removal quantities based on photographs provided during maintenance. Grit accumulated mostly on one side of the ditch.

Grit concentrations are calculated by dividing the quantity of grit removed by the total gallons of treated water in 25 years

Grit Accumulation in Oxidation Ditches

Photograph 1: Eastern Oxidation Ditch, left (west) channel

Taken by: City of Ashland *Date taken: September 16, 2024*

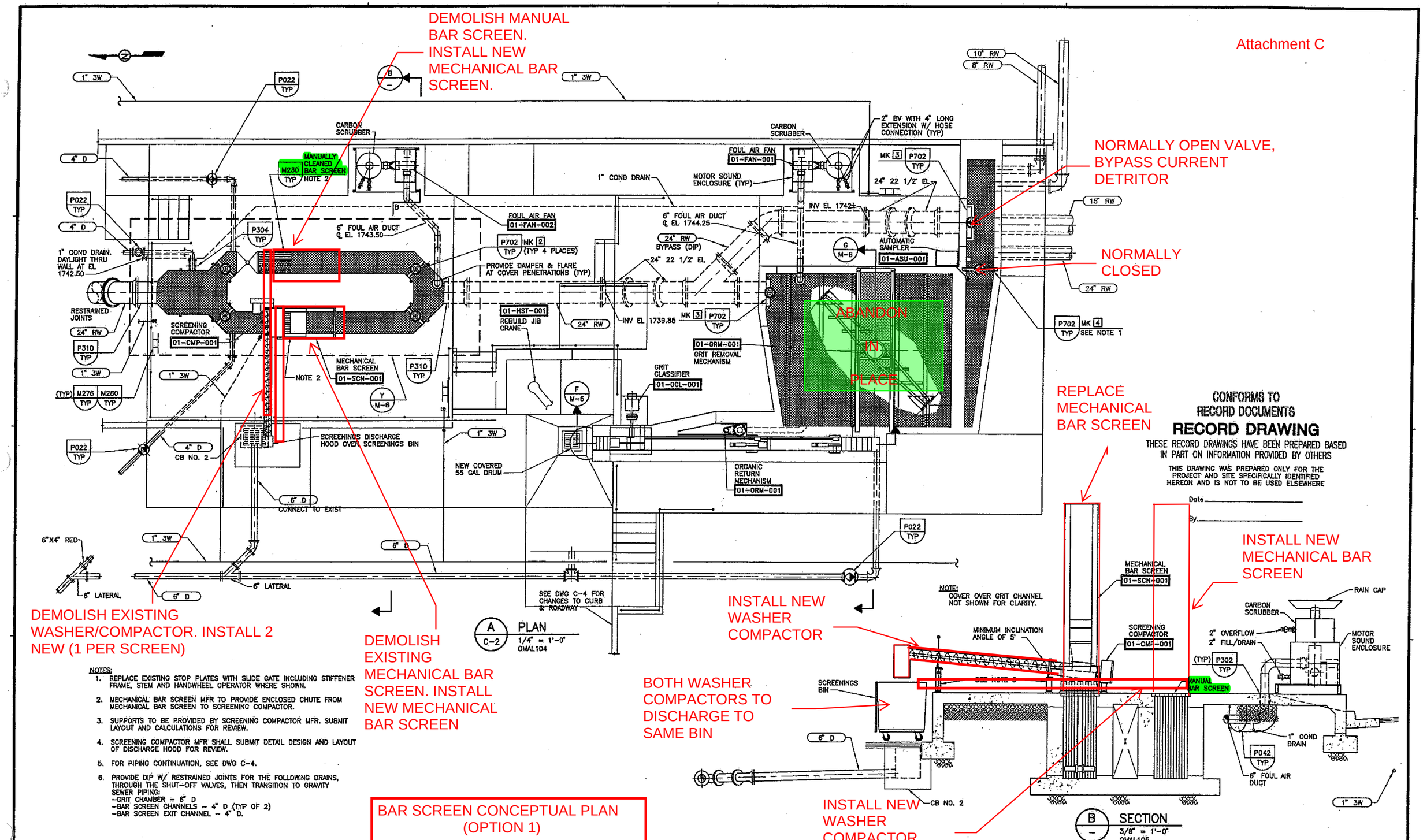
Photograph 2: Eastern Oxidation Ditch, right (east) channel

Taken by: City of Ashland *Date taken: September 16, 2024*

Photograph 3: Eastern Oxidation Ditch, both channels

Taken by: City of Ashland *Date taken: September 16, 2024*

Attachment C



NOTES:

1. REPLACE EXISTING STOP PLATES WITH SLIDE GATE INCLUDING STIFFENER FRAME, STEM AND HANDWHEEL OPERATOR WHERE SHOWN.
2. MECHANICAL BAR SCREEN MFR TO PROVIDE ENCLOSED CHUTE FROM MECHANICAL BAR SCREEN TO SCREENING COMPACTOR.
3. SUPPORTS TO BE PROVIDED BY SCREENING COMPACTOR MFR. SUBMIT LAYOUT AND CALCULATIONS FOR REVIEW.
4. SCREENING COMPACTOR MFR SHALL SUBMIT DETAIL DESIGN AND LAYOUT OF DISCHARGE HOOD FOR REVIEW.
5. FOR PIPING CONTINUATION, SEE DWG C-4.
6. PROVIDE DIP W/ RESTRAINED JOINTS FOR THE FOLLOWING DRAINS, THROUGH THE SHUT-OFF VALVES, THEN TRANSITION TO GRAVITY SEWER PIPING:
   - GRIT CHAMBER – 6" D
   - BAR SCREEN CHANNELS – 4" D (TYP OF 2)
   - BAR SCREEN EXIT CHANNEL – 4" D.

REV.	DATE	BY	DESCRIPTION	DESIGNED GDH	DRAWN JPC/MJG	CHECKED LJE	DATE 1998	DISCIPLINE ENGINEER

PROJECT ENGINEER: REGISTERED PROFESSIONAL ENGINEER 18,933 OREGON FEB. 3, 1997 RICHARD S. SHANLEY EXP 6/30/04

PRINCIPAL: REGISTERED PROFESSIONAL ENGINEER 15,389 OREGON MAY 30, 1991 ROBERT BERTRAM EVERSON EXP 12/31/03

carollo engineers

CITY OF ASHLAND

TREATMENT PLANT PROCESS IMPROVEMENTS PROJECT

MECHANICAL

HEADWORKS MODIFICATIONS PLAN & SECTION

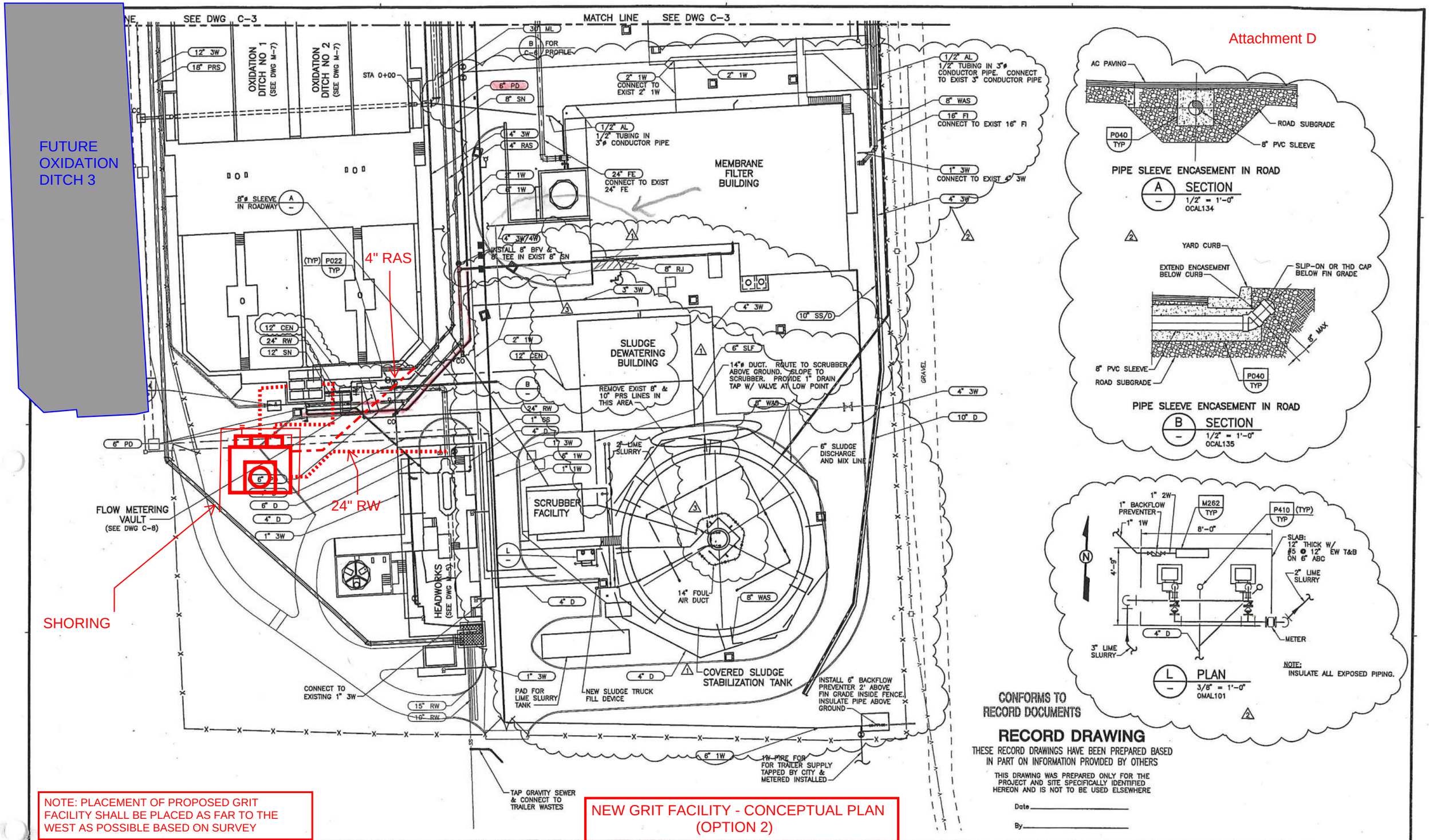
VERIFY SCALES: BAR IS ONE INCH ON ORIGINAL DRAWING 0 — 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 44111.10

DRAWING NO. M-5

SHEET NO. 25 of 25

Attachment D



NOTE: PLACEMENT OF PROPOSED GRIT FACILITY SHALL BE PLACED AS FAR TO THE WEST AS POSSIBLE BASED ON SURVEY

NEW GRIT FACILITY - CONCEPTUAL PLAN (OPTION 2)

REV.	DATE	BY	DESCRIPTION
5	9/2/03	MJG	REVISED PER CONTRACT RECORD
4	9/30/02	MJG	REVISED PER CONTRACT RECORD
3	3/7/02	MJG	REVISED PER CHANGE ORDER
2	4/26/01	MJG	REVISED PER CHANGE ORDER
1	8/13/99		ADDED SLUDGE STABILIZATION FACILITY

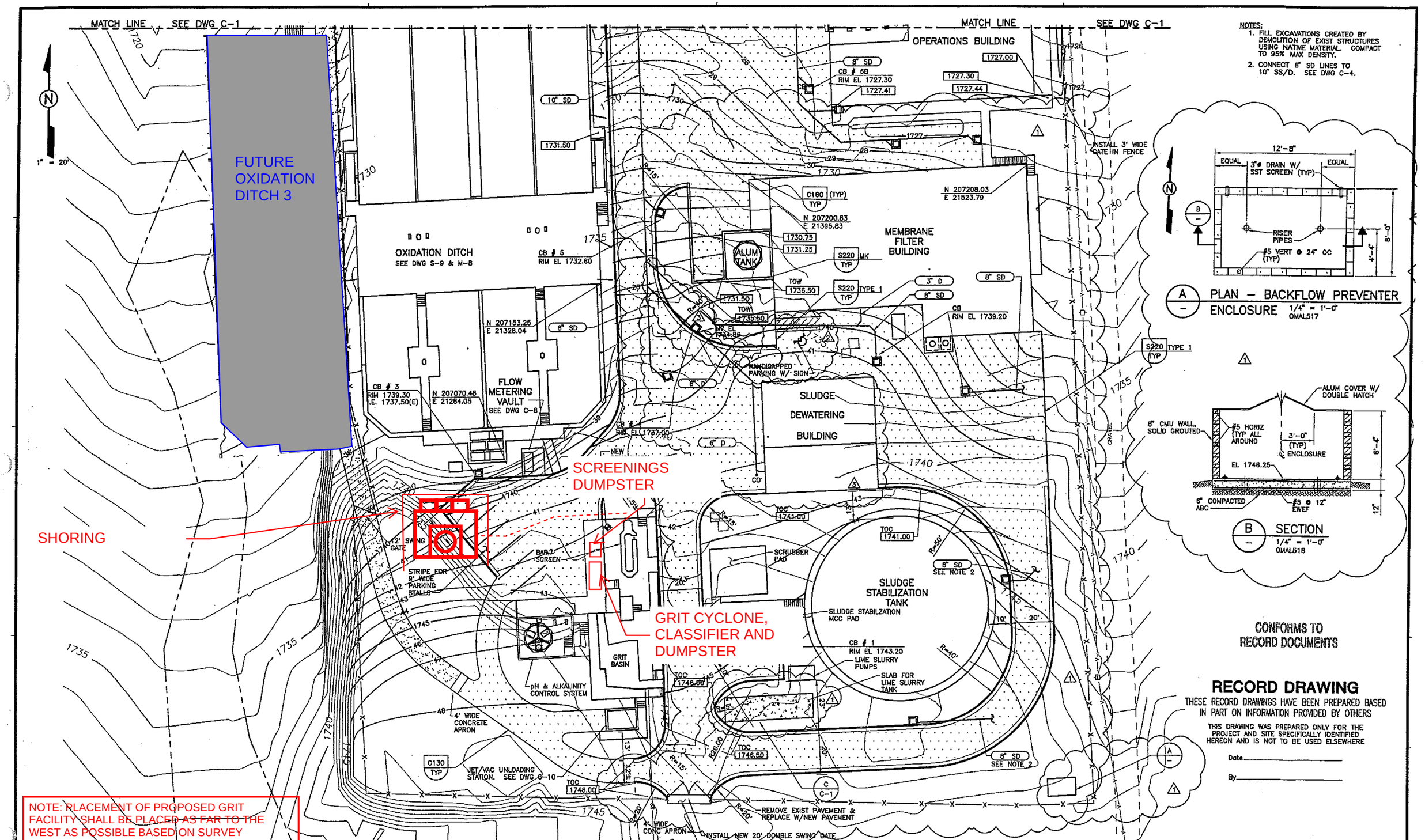
DESIGNED PJS
DRAWN JPC/MJG
CHECKED RJN
DATE 1998
DISCIPLINE ENGINEER
PROJECT ENGINEER — REGISTERED PROFESSIONAL ENGINEER 18,933 OREGON FEB. 3, 1997 RICHARD S. SHANLEY — EXP 6/30/04
PRINCIPAL — REGISTERED PROFESSIONAL ENGINEER 15,389 OREGON MAY 30, 1991 ROBERT BERTRAM CUSTARD — EXP 12/31/03

carollo engineers

CITY OF ASHLAND
TREATMENT PLANT PROCESS IMPROVEMENTS PROJECT
CIML
SOUTH YARD PIPING PLAN

VERIFY SCALES: BAR IS ONE INCH ON ORIGINAL DRAWING 0 — 1"; IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 4411I.10
DRAWING NO. C-4
SHEET NO.



NOTE: PLACEMENT OF PROPOSED GRIT FACILITY SHALL BE PLACED AS FAR TO THE WEST AS POSSIBLE BASED ON SURVEY

REV.	DATE	BY	DESCRIPTION
3	2/1/02	MJG	REVISED PER CHANGE ORDER
2	10/9/01	MJG	REVISED PER BUILDING CODE
1	4/30/01	MJG	REVISED PER CHANGE ORDER

DESIGNED
DRAWN MJG
CHECKED RJN
DATE 1998
DISCIPLINE ENGINEER
PROJECT ENGINEER — REGISTERED PROFESSIONAL ENGINEER 18,933 OREGON FEB. 3, 1997 RICHARD S. SHANLEY — EXP 6/30/04
PRINCIPAL — REGISTERED PROFESSIONAL ENGINEER 15,389 OREGON MAY 30, 1991 ROBERT BERTRAM EINSTAR — EXP 12/31/03

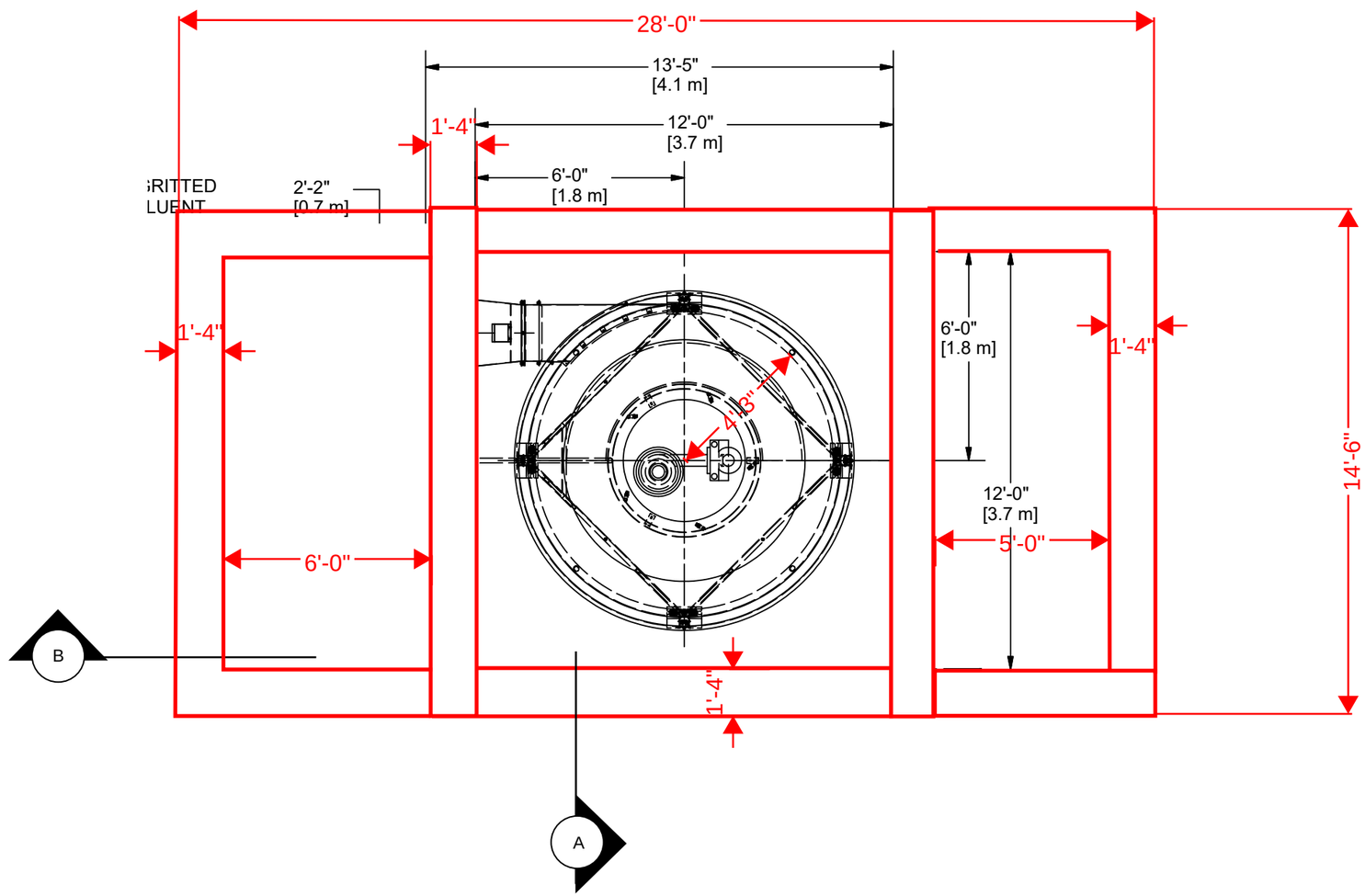
carollo engineers

CITY OF ASHLAND
TREATMENT PLANT PROCESS IMPROVEMENTS PROJECT
CIVIL
SOUTH SITE PAVING, GRADING AND DRAINAGE

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

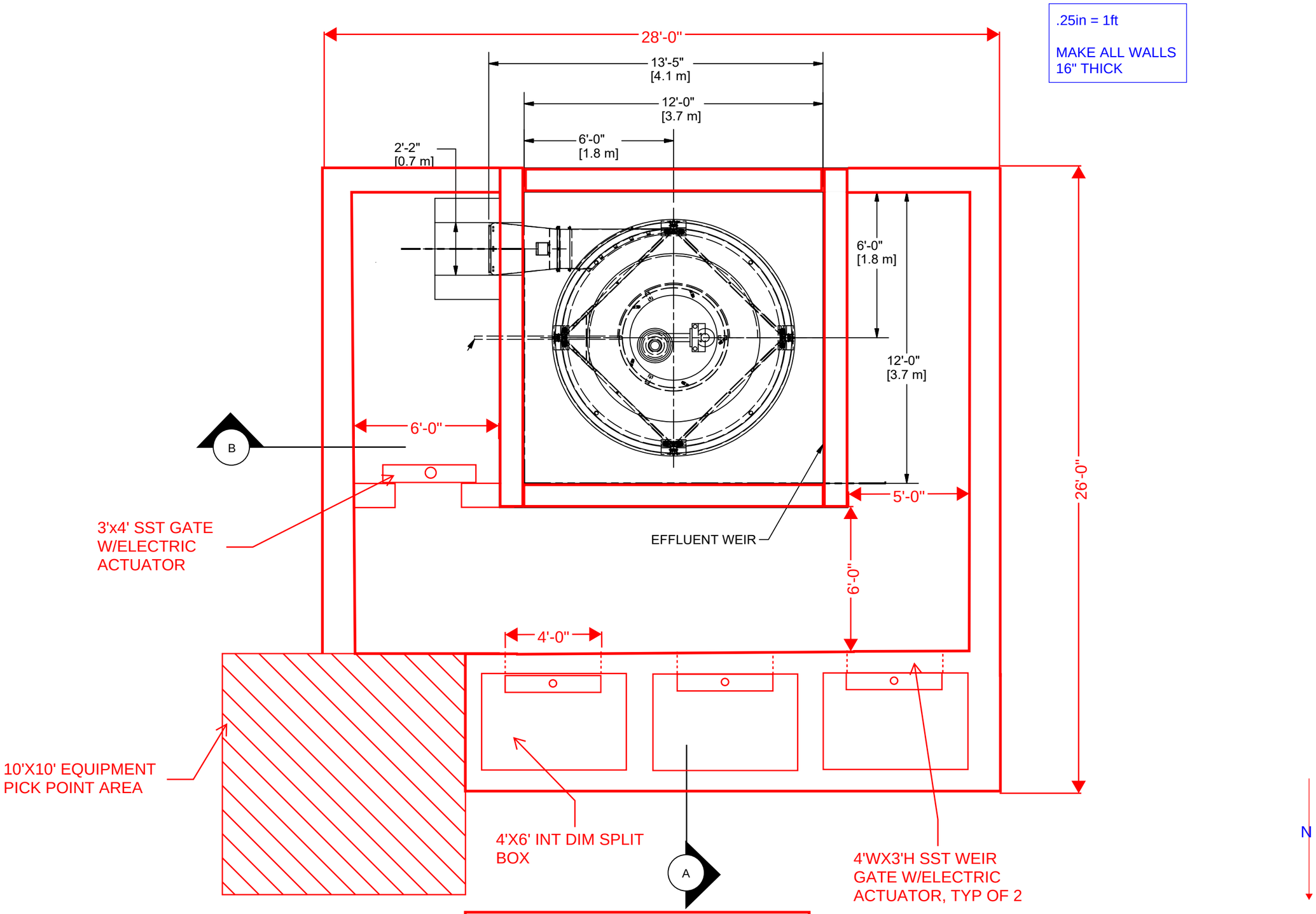
JOB NO. 44111.10
DRAWING NO. C-2
SHEET NO. 47 OF 232

.25in = 1ft

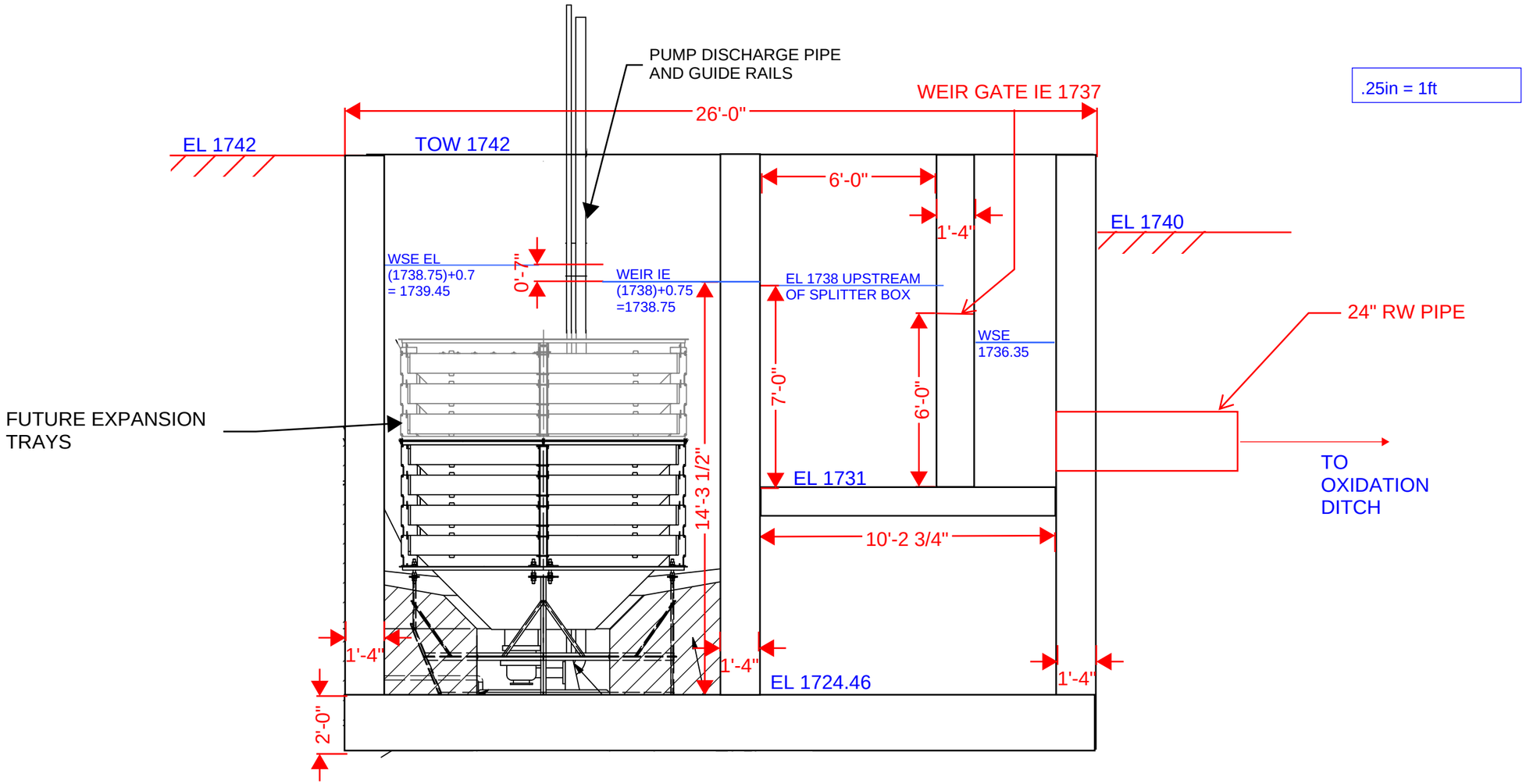


N

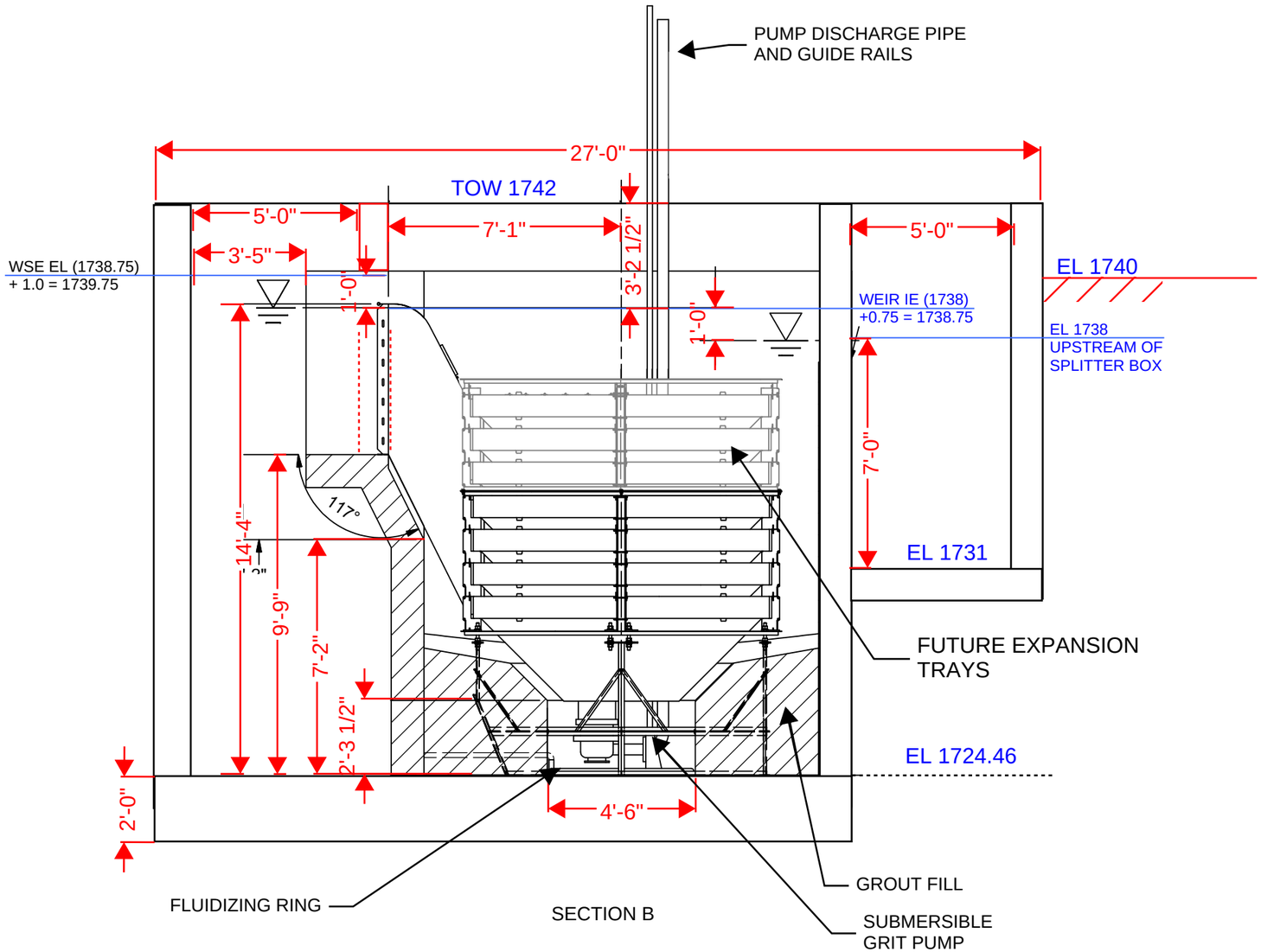
GRIT FACILITY LOWER LEVEL PLAN



GRIT FACILITY UPPER LEVEL PLAN


PUMP DISCHARGE PIPE
AND GUIDE RAILS
WEIR GATE IE 1737
.25in = 1ft
26'-0"
EL 1742
TOW 1742
6'-0"
1'-4"
EL 1740
WSE EL
(1738.75)+0.7
= 1739.45
0'-7"
WEIR IE
(1738)+0.75
=1738.75
EL 1738 UPSTREAM
OF SPLITTER BOX
WSE
1736.35
24" RW PIPE
FUTURE EXPANSION
TRAYS
7'-0"
6'-0"
14'-3 1/2"
EL 1731
TO
OXIDATION
DITCH
10'-2 3/4"
1'-4"
1'-4"
EL 1724.46
1'-4"
2'-0"

SECTION A


PUMP DISCHARGE PIPE
AND GUIDE RAILS
27'-0"
TOW 1742
5'-0"
7'-1"
5'-0"
3'-5"
3'-2 1/2"
WSE EL (1738.75)
+ 1.0 = 1739.75
1'-0"
1'-0"
WEIR IE (1738)
+0.75 = 1738.75
EL 1740
EL 1738
UPSTREAM OF
SPLITTER BOX
7'-0"
EL 1731
117°
14'-4"
2"
9'-6"
7'-2"
2'-3 1/2"
FUTURE EXPANSION
TRAYS
EL 1724.46
2'-0"
4'-6"
GROUT FILL
FLUIDIZING RING
SECTION B
SUBMERSIBLE
GRIT PUMP

.25in = 1ft

OPTIONAL ALTERNATIVE
HEADWORKS ACCESS AND WWTP EXPANSION

DEMOLISH
EXISTING FENCE

REMOVE TREES, GRADE, AND PAVE (APPROXIMATELY 7,000 SQUARE FEET)

INSTALL CATCH BASIN AND DRAINAGE PIPING TO CONNECT TO CATCH BASIN NEAR OXIDATION DITCHES

REMOVE DIRT, GRADE AND PAVE (APPROXIMATELY 50,000 SQUARE FEET).

INSTALL NEW 6' FENCE (APPROXIMATELY 650 FEET) AND GATE.

Image Source: OpenStreetsMap

Attachment F

City of Ashland Treatment Plant Process Improvement Project: Headworks & Grit Removal

City of Ashland,
Oregon

(5% Submittal Cost Estimate)

Prepared:
(5/27/2025)

Jacobs Buildings, Infrastructure and Advanced Facilities | ESTIMATING SERVICES

JACOBS

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10. General Exclusions: **5**

Project Cost Estimate 1

Basis of Estimate

Basis of Estimate

1. Project Information

Client/Owner:	City of Ashland Headworks Rehabilitation
Project Manager:	Jessica Penetar
Design Manager:	Jessica Penetar
Project Description:	Proposed Upgrade of Headworks and Grid Removal Facility at Ashland, Oregon WWTF
Location:	Ashland, Oregon
Estimate Date:	7/27/2025
Design Level:	5% /DD
Estimate Classification	Class 5
Estimate Number:	D3951700
Contracting Method:	Design Bid Build
Project Size:	Retrofit
Construction Budget:	$5,825,985
Construction Start:	2nd Quarter 2025
Construction Duration:	7 months

2. Purpose of Estimate

The purpose of this Estimate of Construction Cost is to establish an engineer's opinion of probable construction cost for the headworks and Grit Removal modifications for evaluation.

3. General Project Description

The project involves the evaluation of modifications at Ashland WWT Headworks in Ashland Oregon. It comprises the following evaluations.

- Bar screen upgrade which involves, the replacement of two motorized bar screen
- Upgrade of grit removal facilities

Overall Costs

Low Range (-10%)	Estimated Costs [a]	High Range (+30%)
$5,243,387	**$5,825,985**	$7,573,781

4. General Qualifications

A. We recommend the Owner and/or designated representatives review the estimate in detail for items that may not be consistent with the program intent.

B. The final costs of the project will depend on actual labor and material costs, competitive market conditions, actual project costs, implementation schedule and other variable factors. As a result, the final project costs will vary from the estimate presented herein.

C. This estimate is based upon a competitive bid contracting method with five to seven responsible bidders Any single source specification selection will have an increased impact on the overall cost.

D. The estimate does not include impacts due to contracting methods other than "open" competitive procurement. Pricing is not valid for negotiated contracts.

E. Pricing is not valid for HUB Zone and "set-aside" contract award.

5. Estimate Basis

A. Basis

- Bar Screen Conceptual layout
- Conceptual Grit Removal layout
- Original Grit Removal estimate to be updated (2019)
- Narrative and Google map information on proposed pavement improvement

B. Format

- This estimate is presented in CSI Masterformat 95/04.
- The following Work Breakdown Structure (WBS) has been utilized to further segregate cost:
  - Facility
  - Work Package (CSI Divisions)
  - Trade Package
  - Work Activity
  - Unit Price

C. Labor Rates

Labor rates are based on local prevailing wages and are fully burdened to include both direct and indirect subcontract mark-ups. Labor Rates include base, fringes, payroll taxes and insurance, small tools, consumables, field supervision and field overhead as well as subcontractor overhead and profit.

The estimate has been adjusted for local area labor rates, based upon 2024 RS Means National Average labor rates for the state of Delaware. A Location Adjustment Factor of 90.6 was used based on RS Means 2018 Site and Infrastructure City Cost Index for Ashland, Oregon. Labor unit prices reflect a burdened rate, including workers compensation, unemployment taxes, Fringe Benefits, and medical insurance.

D. Material Pricing

Materials pricing is based upon the national average as determined by RS Means or other data sources. Quotes on certain items may have been obtained and included in this estimate. Many quotes given for engineering estimates are budgetary and may not reflect actual contractor pricing.

E. Subcontracted Costs

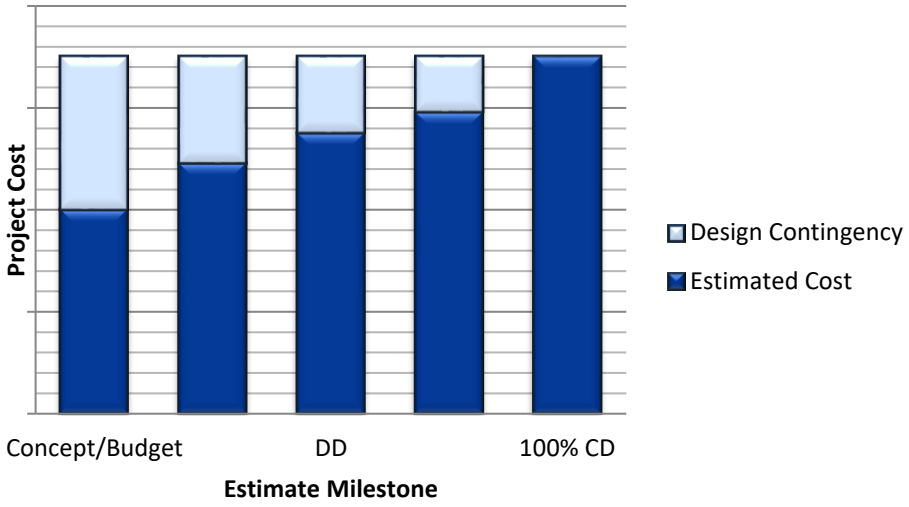
It is assumed that General Contractors will subcontract a portion of the work. Items listed in the cost estimate as subcontractor includes all anticipated markups that a general contractor would receive.

F. Construction Equipment Cost

Equipment items listed in this cost estimate are for the construction equipment necessary for the installation of the work. Equipment rates in this estimate are assumed to be 100% of 2024 Blue Book value. This is to account for contractor owned equipment or discounted rental equipment. A Location Adjustment Factor of 94.3 was used based on RS Means 2024 Site and Infrastructure City Cost Index Ashland, Oregon.

G. Design Contingency

Design Contingency is owned by the project. At each milestone estimate, contingency (based on the level of design detail available) is applied against the total estimated construction cost, including General Conditions (when applicable). This risk-based contingency is intended to cover the cost associated with the further refinement of the design and details that are not completed on the plans. The design contingency is a function of the level of design at the time of the cost estimate development. As the design details increase at each milestone estimate, the contingency decreases until, at 100% design completion, the contingency is generally 0%. The following graph is a theoretical representation of this process.



Design Contingency is not intended to cover owner changes, nor does it address unforeseeable events such as labor strikes, natural disasters or extraordinary economic events.

H. Escalation

The pricing presented herein is based on current market costs. The cost estimate includes an escalation of 8% to mid-point of construction (Q2-2026) based on an annual escalation rate of 5.0%. The escalation calculation assumes that the project Notice to Proceed (NTP) will be issued in September 2025 with 9 months of anticipated construction duration.

L. General Conditions

General conditions are itemized and included in the body of the cost estimate.

M. Subcontractor Markups

Subcontractor markups are based on percentage of total cost of trade package. Subcontractor markups vary from 15% to 25%. See estimate details

6. Oregon

Sales tax is not included. Project is tax exempt.

7. Cost Resources

The following is a list of the various cost resources used in the development of the cost estimate:

- R.S. Means
- Jacobs Historical Data
- Vendor Quotes on Equipment and Materials where appropriate
- Estimator Judgment

8. Project Allowances

01 - Allowances

Allowances are an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. Allowances include project direct costs - including labor, material, equipment and any subcontractor costs. The estimate includes allowances for known and unknow work that is not sufficiently detailed at this time.

The following allowances were added to the bid price for the respective facilities:

Headworks Bar Screen

- I & C allowance for tie-in to existing I&C; $30,000
- Electrical allowance for hook-up to existing; $50,000

Grit Removal Facility

- I&C and Electrical allowance for hook-up to existing; $120,000
- Process and small piping allowance; $33,200

9. Major Assumptions

- This estimate is based on working regular straight time hours. No overtime and/or shift premiums are included

.

- Quotes were received and utilized for major equipment items including Bar Screens, Shaft Conveyor Washer Press and Grit Removal System. Where quotes were not received for specific equipment, pricing is based on historical cost information and estimator judgement.
- The estimate includes equipment hookups to power and I & C sources making use of existing conduits and cables.
- The estimate has included an allowance for 3rd party electrical testing of the new equipment

10. General Exclusions:

- Non-construction costs for land, legal, professional fees, and owner administration costs excluded
- Owner furnished items
- Hazardous waste removal and disposal
- Unforeseen sub-surface or existing conditions
- Electrical I&C works beyond and above the scope in the estimate
- Special inspection testing
- Permanent utility consumption charges (gas, power & water)
- Material adjustment allowances above and beyond what is included at the time of the cost estimate.
- Provision for compliance to “Buy America Act”

Jacobs

Estimate Summary

Project Name: Ashland WWTP- Headworks & Grit Removal Facility | Estimator: Edward Kontor
Project Number: D3951700 | Rev/Date: F04 5/27/2025
Design Stage: 5% | Estimate Class: 5

Facility	Work Pkg	Description	Takeoff Quantity	Grand Total Price	Grand Total with Markups
110		HEADWORKS			
	02.0	Existing Conditions	1.00 LS	37,916.94 /LS	37,917
	26.0	Electrical Work	1.00 LS	180,094.29 /LS	180,094
	43.0	Process Gas and Liquid Handling Equipment	1.00 LS	1,432,560.15 /LS	1,432,560
		110 HEADWORKS	1.00 LS	1,650,571.38 /LS	1,650,571
111		GRIT REMOVAL FACILITY			
	02.0	Existing Conditions	1.00 LS	13,935.44 /LS	13,935
	03.0	Concrete Work	261.57 CY	3,072.75 /CY	803,742
	05.0	Metals	1.00 LS	82,527.34 /LS	82,527
	23.0	Building Mechanical	0.00	/SF	19,121
	26.0	Electrical Work	1.00 LS	270,141.44 /LS	270,141
	31.0	Earthwork	1.00 LS	1,045,882.43 /LS	1,045,882
	33.0	Utilities	1.00 LS	321,313.66 /LS	321,314
	40.0	Process Pipe	1.00 LS	61,105.10 /LS	61,105
	44.0	Pollution and Waste Control Equipment	7.00 EA	222,520.92 /EA	1,557,646
		111 GRIT REMOVAL FACILITY	1.00 LS	4,175,414.76 /LS	4,175,415

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost / Unit	% of Total	
Labor	1,020,546		6,959.527 hrs		1,020,546.490	17.52%	
Material	3,570,118				3,570,118.020	61.28%	
Subcontract	854,262				854,261.850	14.66%	
Equipment	381,060		2,777.150 hrs		381,059.780	6.54%	
Other							
Total Prime Contractor Costs	**5,825,986**	**5,825,986**			**5,825,986.000**	**100.00%**	**100.00%**
Total		***5,825,986***			***5,825,986.000***		

Facility	Work Pkg	Trade Pkg	WorkActiv	Unit Price	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount	Grand Total Price	Grand Total Amount
110					HEADWORKS										
	02.0				Existing Conditions										
		02.00			Existing Conditions										
			02.41.00.000		Demolition										
				02.01.05.00	Process Equipment Demolition										
					Demolish Bar Screens	1.00 EA	1,732		-	1,571	-	3,303.36 /EA	3,303	7,436.45 /EA	7,436
					Demolish Washer and Compactor	1.00 EA	1,732		-	1,571	-	3,303.36 /EA	3,303	7,436.46 /EA	7,436
					Demolish Motorized Bar Screen	1.00 EA	2,165		-	1,571	-	3,736.43 /EA	3,736	8,411.36 /EA	8,411
					Haull removed equipment including disposal fees	1.00 LS	-		6,500	-	-	6,500.00 /LS	6,500	14,632.67 /LS	14,633
					02.01.05.00 Process Equipment Demolition	*1.00* LS	5,630		6,500	4,713		16,843.15 /LS	16,843	37,916.94 /LS	37,917
					02.41.00.000 Demolition	*1.00* LS	5,630		6,500	4,713		16,843.15 /LS	16,843	37,916.94 /LS	37,917
					02.00 Existing Conditions	*1.00* LS	5,630		6,500	4,713		16,843.15 /LS	16,843	37,916.94 /LS	37,917
					02.0 Existing Conditions	1.00 LS	5,630		6,500	4,713		16,843.15 /LS	16,843	37,916.94 /LS	37,917
	26.0				Electrical Work										
		26.00			Electrical										
			FC.26.01.0100		Electrical / I&C										
				26.00.99.00	Electrical, Other										
					I&C Allowance- assumed a tie in to existing controls infrastructure	1.00 LS		-	30,000	-	-	30,000.00 /LS	30,000	67,535.35 /LS	67,535
					Electrical Allowance - assumed a hookup to existing power source	1.00 LS		-	50,000	-	-	50,000.00 /LS	50,000	112,558.94 /LS	112,559
					26.00.99.00 Electrical, Other	*1.00* LS			80,000			80,000.00 /LS	80,000	180,094.29 /LS	180,094
					FC.26.01.0100 Electrical / I&C	*1.00* LS			80,000			80,000.00 /LS	80,000	180,094.29 /LS	180,094
					26.00 Electrical	*1.00* LS			80,000			80,000.00 /LS	80,000	180,094.29 /LS	180,094
					26.0 Electrical Work	*1.00* LS			80,000			80,000.00 /LS	80,000	180,094.29 /LS	180,094
	43.0				Process Gas and Liquid Handling Equipment										
		46.20			Process Equipment										
			FC.46.01.0050		Equipment Shaft Conveyor										
				41.00.01.01	Material Handling Shaft Conveyor										
					FURNISH Shafted Conveyor Washer Press	2.00 EA	-	324,498	-	-	-	162,249.00 /EA	324,498	324,689.23 /EA	649,378
					Install Shafted Conveyor Washer Press, up to 30" wide	2.00 EA	11,831	-	-	6,284	-	9,057.52 /EA	18,115	18,125.71 /EA	36,251
					Anchor Bolts, SS	24.00 ea	1,386	480	-	-	-	77.74 /ea	1,866	155.58 /ea	3,734
					41.00.01.01 Material Handling Shaft Conveyor	*1.00* EA	13,217	324,978		6,284		344,478.86 /EA	344,479	689,363.74 /EA	689,364
					FC.46.01.0050 Equipment Shaft Conveyor	*1.00* EA	13,217	324,978		6,284		344,478.86 /EA	344,479	689,363.74 /EA	689,364
			FC.46.01.0051		Equipment Bar Screen										
				44.05.34.10	Mechanical Bar Screen - 2' wide										
					Sleeved anchor bolts, SS - Large	48.00 ea	6,063	1,056	-	-	-	148.31 /ea	7,119	296.80 /ea	14,246
					FURNISH Climber Rake Screen, 2' Wide Channel	2.00 EA	-	340,230	-	-	-	170,115.00 /EA	340,230	340,430.49 /EA	680,861
					Install Mechanically Cleaned Bar Screen, 2' Wide Channel	2.00 ea	17,746	-	-	6,284	-	12,015.20 /ea	24,030	24,044.56 /ea	48,089
					44.05.34.10 Mechanical Bar Screen - 2' wide	*2.00* EA	23,809	341,286		6,284		185,689.67 /EA	371,379	371,598.21 /EA	743,196
					FC.46.01.0051 Equipment Bar Screen	2.00 EA	23,809	341,286		6,284		185,689.67 /EA	371,379	371,598.21 /EA	743,196
					46.20 Process Equipment	*1.00* LS	37,026	666,264		12,569		715,858.21 /LS	715,858	1,432,560.15 /LS	1,432,560
					43.0 Process Gas and Liquid Handling Equipment	*1.00* LS	37,026	666,264		12,569		715,858.21 /LS	715,858	1,432,560.15 /LS	1,432,560
					110 HEADWORKS	*1.00* LS	42,655	666,264	86,500	17,282		812,701.36 /LS	812,701	1,650,571.38 /LS	1,650,571
111					GRIT REMOVAL FACILITY										
	02.0				Existing Conditions										
		02.00			Existing Conditions										
			02.00.0010		Reroute Existing Utilities										
				02.01.04.00	Yard Pipe Demolition/Relocation										
					Piping Demo & Relocation at Grit Faciity	125.00 LF	1,790	3,125	-	1,275	-	49.52 /LF	6,190	111.48 /LF	13,935
					02.01.04.00 Yard Pipe Demolition/Relocation	125.00 LF	1,790	3,125		1,275		49.52 /LF	6,190	111.48 /LF	13,935
					02.00.0010 Reroute Existing Utilities	125.00 LF	1,790	3,125		1,275		49.52 /LF	6,190	111.48 /LF	13,935
					02.00 Existing Conditions	*1.00* LS	1,790	3,125		1,275		6,190.29 /LS	6,190	13,935.44 /LS	13,935
					02.0 Existing Conditions	*1.00* LS	1,790	3,125		1,275		6,190.29 /LS	6,190	13,935.44 /LS	13,935
	03.0				Concrete Work										
		03.10			Cast-In-Place Concrete, Work										
			03.10.0010		Cast-In-Place Slab On Grade 24"										
				03.10.05.24	Cast-In-Place Concrete, Slabs on Grade, 24" thick										
					Fine grade, for slab on grade, by hand	630.00 sf	257	19	-	-	-	0.44 /sf	276	0.88 /sf	552
					Fill, gravel subbase, under building slab on grade	23.13 cy	673	648	-	-	-	57.12 /cy	1,321	114.30 /cy	2,644
					Concrete pumping, subcontract, all inclusive price	35.20 CY	-	-	528	-	-	15.00 /CY	528	30.02 /CY	1,057
					Slab on grade edge forms, 12" to 24"	112.98 sf	1,788	113	-	-	-	16.83 /sf	1,901	33.67 /sf	3,804
					Slab on grade bulkhead form	48.00 sf	1,036	60	-	-	-	22.83 /sf	1,096	45.69 /sf	2,193
					Keyway form	150.00 lf	1,619	75	-	-	-	11.29 /lf	1,694	22.59 /lf	3,389
					Waterstop, PVC, center bulb, 9" wide	150.00 lf	863	450	-	-	-	8.75 /lf	1,313	17.52 /lf	2,628
					Reinforcing in place, A615 Gr 60, priced per lbs.	6,994.00 lb	-	9,092	9,792	-	-	2.70 /lb	18,884	5.40 /lb	37,790
					Concrete, ready mix, 4500 psi	35.20 cy	-	8,096	-	-	-	230.00 /cy	8,096	460.27 /cy	16,202
					Add for concrete waste, 4500 psi	1.76 cy	-	405	-	-	-	230.00 /cy	405	460.27 /cy	810
					Placing concrete, concrete pump	35.20 cy	1,537	-	-	-	-	43.67 /cy	1,537	87.40 /cy	3,077
					Curing, membrane spray	630.00 sf	73	57	-	-	-	0.21 /sf	130	0.41 /sf	260

Facility	Work Pkg	Trade Pkg	WorkActiv	Unit Price	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount	Grand Total Price	Grand Total Amount
				03.10.05.24	Cast-In-Place Concrete, Slabs on Grade, 24" thick										
					Polyethelene vapor barrier, 10 mil thick	5.60 sq	81	59	-	-	-	25.00 /sq	140	50.03 /sq	280
					03.10.05.24 Cast-In-Place Concrete, Slabs on Grade, 24" thick	35.20 cy	7,927	19,074	10,320			1,060.24 /cy	37,320	2,121.72 /cy	74,685
					03.10.0010 Cast-In-Place Slab On Grade 24"	35.20 CY	7,927	19,074	10,320			1,060.24 /CY	37,320	2,121.72 /CY	74,685
			03.10.0015		Cast-In-Place Exterior Walls, 16"										
				03.10.06.16	Cast-In-Place Concrete, Straight Walls, 16" thick										
					Concrete pumping, subcontract, all inclusive price	98.00 cy	-	-	1,470	-	-	15.00 /cy	1,470	30.02 /cy	2,942
					Forms in place, structural walls, > 16' high, hand set	5,340.00 sf	65,302	7,209	-	-	-	13.58 /sf	72,511	27.17 /sf	145,107
					Forms in place, wall bulkheads	114.00 sf	2,460	143	-	-	-	22.83 /sf	2,603	45.69 /sf	5,208
					Form Pipe Penetrations, 20" - 24"	3.00 ea	1,187	-	-	-	-	395.64 /ea	1,187	791.74 /ea	2,375
					Reinforcing in place, A615 Gr 60, priced per lbs.	24,802.00 lb	-	32,243	34,723	-	-	2.70 /lb	66,965	5.40 /lb	134,010
					Concrete, ready mix, 4500 psi	98.00 CY	-	22,540	-	-	-	230.00 /CY	22,540	460.27 /CY	45,107
					Add for concrete waste, 4500 psi	4.90 cy	-	1,127	-	-	-	230.00 /cy	1,127	460.27 /cy	2,255
					Placing concrete, concrete pump, for structural wall >12" - 24" thick	98.00 cy	4,280	-	-	-	-	43.67 /cy	4,280	87.40 /cy	8,565
					Patch & plug tieholes	5,340.00 sf	4,664	107	-	-	-	0.89 /sf	4,771	1.79 /sf	9,548
					Sack rub	5,340.00 sf	12,439	160	-	-	-	2.36 /sf	12,599	4.72 /sf	25,212
					Curing, membrane spray	5,340.00 sf	622	481	-	-	-	0.21 /sf	1,103	0.41 /sf	2,206
					03.10.06.16 Cast-In-Place Concrete, Straight Walls, 16" thick	98.00 CY	90,954	64,009	36,193			1,950.56 /CY	191,155	3,903.43 /CY	382,536
					03.10.0015 Cast-In-Place Exterior Walls, 16"	98.00 CY	90,954	64,009	36,193			1,950.56 /CY	191,155	3,903.43 /CY	382,536
			03.10.0020		Cast-In-Place Interior Walls, 16"										
				03.10.06.16	Cast-In-Place Concrete, Straight Walls, 16" thick										
					Concrete pumping, subcontract, all inclusive price	69.48 cy	-	-	1,042	-	-	15.00 /cy	1,042	30.02 /cy	2,086
					Forms in place, structural walls, > 16' high, hand set	2,814.00 sf	34,412	3,799	-	-	-	13.58 /sf	38,211	27.17 /sf	76,466
					Forms in place, wall bulkheads	150.08 sf	3,239	188	-	-	-	22.83 /sf	3,426	45.69 /sf	6,857
					Forms in place, wall blockouts	16.08 sf	312	20	-	-	-	20.67 /sf	332	41.37 /sf	665
					Reinforcing in place, A615 Gr 60, priced per lbs.	17,370.37 lb	-	22,581	24,319	-	-	2.70 /lb	46,900	5.40 /lb	93,855
					Concrete, ready mix, 4500 psi	69.48 CY	-	15,981	-	-	-	230.00 /CY	15,981	460.27 /CY	31,981
					Add for concrete waste, 4500 psi	3.48 cy	-	799	-	-	-	230.00 /cy	799	460.27 /cy	1,599
					Placing concrete, concrete pump, for structural wall >12" - 24" thick	69.48 cy	3,035	-	-	-	-	43.67 /cy	3,035	87.40 /cy	6,073
					Patch & plug tieholes	2,814.00 sf	2,458	56	-	-	-	0.89 /sf	2,514	1.79 /sf	5,032
					Curing, membrane spray	2,814.00 sf	328	253	-	-	-	0.21 /sf	581	0.41 /sf	1,163
					03.10.06.16 Cast-In-Place Concrete, Straight Walls, 16" thick	69.48 CY	43,783	43,678	25,361			1,623.75 /CY	112,822	3,249.42 /CY	225,776
					03.10.0020 Cast-In-Place Interior Walls, 16"	69.48 CY	43,783	43,678	25,361			1,623.75 /CY	112,822	3,249.42 /CY	225,776
			03.10.0030		Cast-In-Place Equipment Pads & Misc										
				03.00.99.00	Concrete, Other										
					Concrete pumping, subcontract, all inclusive price	43.33 cy	-	-	650	-	-	15.00 /cy	650	30.02 /cy	1,301
					Edge forms, housekeeping pads >6" Deep	200.00 sf	3,597	300	-	-	-	19.48 /sf	3,897	38.99 /sf	7,798
					Reinforcing in place, A615 Gr 60, priced per lbs.	8,666.67 lb	-	11,267	12,133	-	-	2.70 /lb	23,400	5.40 /lb	46,828
					Concrete, ready mix, 4500 psi	43.33 CY	-	9,967	-	-	-	230.00 /CY	9,967	460.27 /CY	19,945
					Add for concrete waste, 4500 psi	2.17 cy	-	498	-	-	-	230.00 /cy	498	460.26 /cy	997
					Add amount for Short Loads - per concrete truck load	3.00 load	-	258	-	-	-	86.00 /load	258	172.11 /load	516
					Placing concrete, concrete pump	43.33 cy	1,893	-	-	-	-	43.67 /cy	1,893	87.40 /cy	3,787
					Finish housekeeping pads	1,170.00 sf	3,191	35	-	-	-	2.76 /sf	3,226	5.52 /sf	6,455
					Curing, membrane spray	1,170.00 sf	136	105	-	-	-	0.21 /sf	242	0.41 /sf	483
					03.00.99.00 Concrete, Other	43.33 CY	8,816	22,430	12,783			1,016.07 /CY	44,030	2,033.35 /CY	88,111
					03.10.0030 Cast-In-Place Equipment Pads & Misc	43.33 CY	8,816	22,430	12,783			1,016.07 /CY	44,030	2,033.35 /CY	88,111
					03.10 Cast-In-Place Concrete, Work	246.02 CY	151,480	149,190	84,656			1,566.27 /CY	385,327	3,134.39 /CY	771,108
		03.35			Concrete - Fill										
			03.10.0017		Cast-In Place Concrete Elevated Slab										
				03.00.99.00	Concrete, Other										
					Concrete pumping, subcontract, all inclusive price	3.56 cy	-	-	53	-	-	15.00 /cy	53	30.02 /cy	107
					Forms in place, elevated slab, soffit	72.00 sf	1,036	252	-	-	-	17.89 /sf	1,288	35.79 /sf	2,577
					Forms in place, elevated slab, edge form	48.00 sf	863	168	-	-	-	21.48 /sf	1,031	42.99 /sf	2,064
					Forms in place, elevated slab, bulkhead	16.00 sf	345	64	-	-	-	25.58 /sf	409	51.19 /sf	819
					Slab shoring	1,008.00 cf	508	1,210	-	-	-	1.70 /cf	1,717	3.41 /cf	3,436
					Reinforcing in place, A615 Gr 60, priced per lbs.	800.00 lb	-	1,040	1,120	-	-	2.70 /lb	2,160	5.40 /lb	4,323
					Concrete, ready mix, 4500 psi	3.56 CY	-	818	-	-	-	230.00 /CY	818	460.27 /CY	1,637
					Add for concrete waste, 4500 psi	0.18 cy	-	41	-	-	-	230.00 /cy	41	460.28 /cy	82
					Placing concrete, concrete pump, for elevated slab over 12" thick	3.56 cy	93	-	-	-	-	26.20 /cy	93	52.44 /cy	186
					Curing, membrane spray	72.00 sf	8	6	-	-	-	0.21 /sf	15	0.41 /sf	30
					Finishing elev. slabs, manual screed, bull float, machine float & trowel	72.00 sf	69	-	-	4	-	1.00 /sf	72	2.01 /sf	144
					03.00.99.00 Concrete, Other	3.56 CY	2,922	3,599	1,173	4		2,164.77 /CY	7,698	4,332.09 /CY	15,405
					03.10.0017 Cast-In Place Concrete Elevated Slab	3.56 CY	2,922	3,599	1,173	4		2,164.77 /CY	7,698	4,332.09 /CY	15,405
			03.35.0010		Lean Concrete Fill at Grit Removal Unit										
				03.00.99.00	Concrete, Other										
					Concrete fill around grit removal unit cone	12.00 CY	3,054	1,440	-	4,115	-	717.45 /CY	8,609	1,435.75 /CY	17,229
					03.00.99.00 Concrete, Other	12.00 CY	3,054	1,440		4,115		717.45 /CY	8,609	1,435.75 /CY	17,229
					03.35.0010 Lean Concrete Fill at Grit Removal Unit	12.00 CY	3,054	1,440		4,115		717.45 /CY	8,609	1,435.75 /CY	17,229
					03.35 Concrete - Fill	15.56 CY	5,976	5,039	1,173	4,119		1,048.30 /CY	16,307	2,097.83 /CY	32,634
					03.0 Concrete Work	261.57 CY	157,457	154,229	85,830	4,119		1,535.47 /CY	401,634	3,072.75 /CY	803,742
	05.0				Metals										

Facility	Work Pkg	Trade Pkg	WorkActiv	Unit Price	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount	Grand Total Price	Grand Total Amount
		05.00			Metals - Miscellaneous										
			05.00.0010		Handrailing										
				05.50.04.20	Metals, Handrailing, 3-Rail										
					Handrail, aluminum, wall mounted, 1 1/2" dia., clear anodized	120.00 LF	1,541	1,440	-	-	-	24.84 /LF	2,981	49.71 /LF	5,966
					05.50.04.20 Metals, Handrailing, 3-Rail	120.00 LF	1,541	1,440				24.84 /LF	2,981	49.71 /LF	5,966
					05.00.0010 Handrailing	1.00 LS	1,541	1,440				2,981.04 /LS	2,981	5,965.60 /LS	5,966
			05.00.0016		Aluminum Checkered Plate										
				05.50.05.10	Metals, Floor Plates										
					Aluminum Checked Plate System	700.00 SF	9,498	22,002	-	-	-	45.00 /SF	31,500	90.05 /SF	63,037
					Checkered Plate frame, aluminum,	275.00 lf	2,908	3,850	-	-	-	24.58 /lf	6,758	49.18 /lf	13,525
					05.50.05.10 Metals, Floor Plates	700.00 SF	12,406	25,852				54.65 /SF	38,258	109.37 /SF	76,562
					05.00.0016 Aluminum Checkered Plate	700.00 SF	12,406	25,852				54.65 /SF	38,258	109.37 /SF	76,562
					05.00 Metals - Miscellaneous	1.00 LS	13,947	27,292				41,239.36 /LS	41,239	82,527.34 /LS	82,527
					05.0 Metals	1.00 LS	13,947	27,292				41,239.36 /LS	41,239	82,527.34 /LS	82,527
	23.0				Building Mechanical										
		23.00			HVAC/Plumbing										
			23.00.0015		Sump Pumps Basin Drain										
				44.05.51.00	Sump Pumps										
					Sump Pumps w/ Duplex Controls	2.00 EA	1,155	8,400	-	-	-	4,777.43 /EA	9,555	9,560.49 /EA	19,121
					44.05.51.00 Sump Pumps	2.00 EA	1,155	8,400				4,777.43 /EA	9,555	9,560.49 /EA	19,121
					23.00.0015 Sump Pumps Basin Drain	2.00 EA	1,155	8,400				4,777.43 /EA	9,555	9,560.49 /EA	19,121
					23.00 HVAC/Plumbing	0.00	1,155	8,400				/SF	9,555	/SF	19,121
					23.0 Building Mechanical	0.00	1,155	8,400				/SF	9,555	/SF	19,121
	26.0				Electrical Work										
		26.15			Process Electrical										
			26.15.0010		Electrical/I&C Allownce										
				26.00.99.00	Electrical, Other										
					Electrical/I&C Allowance	1.00 LS		-	120,000	-	-	120,000.00 /LS	120,000	270,141.44 /LS	270,141
					26.00.99.00 Electrical, Other	1.00 LS			120,000			120,000.00 /LS	120,000	270,141.44 /LS	270,141
					26.15.0010 Electrical/I&C Allownce	1.00 LS			120,000			120,000.00 /LS	120,000	270,141.44 /LS	270,141
					26.15 Process Electrical	1.00 LS			120,000			120,000.00 /LS	120,000	270,141.44 /LS	270,141
					26.0 Electrical Work	1.00 LS			120,000			120,000.00 /LS	120,000	270,141.44 /LS	270,141
	31.0				Earthwork										
		31.25			Earthworks, Structural										
			31.25.0010		Support of Excavation										
				31.16.01.00	Earthworks, Sheeting and Shoring										
					Sheet piling, steel, no wales, 25' excav., drive, extract & salvage	3,000.00 SF	34,452	42,000	-	59,501	-	45.32 /SF	135,953	102.02 /SF	306,054
					31.16.01.00 Earthworks, Sheeting and Shoring	3,000.00 SF	34,452	42,000		59,501		45.32 /SF	135,953	102.02 /SF	306,054
					31.25.0010 Support of Excavation	1.00 SF	34,452	42,000		59,501		135,952.58 /SF	135,953	306,053.54 /SF	306,054
			31.25.0015		Structural Excavation, Backfill, Haul & Dispose										
				31.15.02.00	Site Preparation, Dewatering										
					Dewatering CMP Wells and Pumps, Complete System, Mob	1.00 ea		-	15,000	-	-	15,000.00 /ea	15,000	33,767.67 /ea	33,768
					Dewatering CMP Wells and Pumps, Complete System, Install	1.00 ea	2,468	-	-	1,922	-	4,389.66 /ea	4,390	9,881.91 /ea	9,882
					Dewatering CMP Wells and Pumps, CMP Material, delivered	80.00 vlf	-	3,600	-	-	-	45.00 /vlf	3,600	101.30 /vlf	8,104
					Dewatering CMP Wells and Pumps, Rock, delivered	45.00 cy	-	1,575	-	-	-	35.00 /cy	1,575	78.79 /cy	3,546
					Dewatering CMP Wells and Pumps, 1 Pump, No Generator, Rental, Monthly	4.00 mo	-	10,000	-	34,164	-	11,041.01 /mo	44,164	24,855.29 /mo	99,421
					Dewatering CMP Wells and Pumps, Electrical Hook-up Installation	1.00 ea		-	6,000	-	-	6,000.00 /ea	6,000	13,507.06 /ea	13,507
					Dewatering CMP Wells and Pumps, Complete System, Operation - Labor to maintain / check pumps/ fuel and lube	4.00 mo	129,956	4,800	-	9,796	-	36,137.97 /mo	144,552	81,353.03 /mo	325,412
					Dewatering CMP Wells and Pumps, Complete System, Removal	1.00 ea	1,645	-	-	1,064	-	2,709.29 /ea	2,709	6,099.10 /ea	6,099
					Dewatering CMP Wells and Pumps, Complete System, Demob	1.00 ea		-	12,000	-	-	12,000.00 /ea	12,000	27,014.15 /ea	27,014
					31.15.02.00 Site Preparation, Dewatering	4.00 MO	134,070	19,975	33,000	46,945		58,497.47 /MO	233,990	131,688.25 /MO	526,753
				31.25.01.00	Earthworks, Structural, Excavation										
					Structural Excavation, Excavator and Trucks, Medium Crew, 15' depth	1,034.00 CY	4,198	-	-	6,025	-	9.89 /CY	10,223	22.26 /CY	23,014
					Grade for slabs / Scarify and Recompact, Dozer and Traxcavator or Loader, Medium Crew	51.00 sy	198	-	-	178	-	7.38 /sy	376	16.61 /sy	847
					Silt Fence, Heavy-Duty, Subcontracted	1,000.00 lf		-	4,000	-	-	4.00 /lf	4,000	9.00 /lf	9,005
					31.25.01.00 Earthworks, Structural, Excavation	1,034.00 CY	4,396		4,000	6,203		14.12 /CY	14,599	31.79 /CY	32,866
				31.25.03.00	Earthworks, Structural, Backfill										
					Import Aggregate Base - under slab, Dozer and Traxcavator or Loader, Medium Crew	90.00 tn	525	1,980	-	471	-	33.07 /tn	2,976	74.44 /tn	6,700
					Import Aggregate Base - along walls, Dozer and Traxcavator or Loader, Medium Crew	120.00 tn	797	3,000	-	809	-	38.39 /tn	4,606	86.42 /tn	10,370
					Structural Backfill, Dozer and Traxcavator or Loader, Medium Crew	350.00 CY	1,861	-	-	1,888	-	10.71 /CY	3,748	24.11 /CY	8,438
					31.25.03.00 Earthworks, Structural, Backfill	350.00 CY	3,184	4,980		3,167		32.37 /CY	11,331	72.88 /CY	25,508
				31.25.05.00	Earthworks, Structural, Hauling and Dump Fees										
					Load Excess for Hauling, Excavator, Cat 330	504.00 CY	204	-	-	541	-	1.48 /CY	745	3.33 /CY	1,676
					Haul / Remove Excess, 12 yd capacity, 10 miles RT	504.00 cy	1,755	-	-	2,422	-	8.29 /cy	4,176	18.65 /cy	9,401
					Dump Charges for For Excess, 12 yd tandem, per cy	504.00 cy	-	6,300	-	-	-	12.50 /cy	6,300	28.14 /cy	14,182
					31.25.05.00 Earthworks, Structural, Hauling and Dump Fees	504.00 CY	1,958	6,300		2,963		22.26 /CY	11,221	50.12 /CY	25,260
					31.25.0015 Structural Excavation, Backfill, Haul & Dispose	1,888.00 CY	143,608	31,255	37,000	59,278		143.61 /CY	271,141	323.30 /CY	610,386

Facility	Work Pkg	Trade Pkg	WorkActiv	Unit Price	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount	Grand Total Price	Grand Total Amount
					31.25 Earthworks, Structural	1,888.00 CY	178,060	73,255	37,000	118,778		215.62 /CY	407,093	485.40 /CY	916,440
		32.50			Site, Improvements										
			32.50.0010		Site Reinstatement										
				31.30.04.00	Site Restoration										
					Landscaping, Asphalt Repair & Other	1.00 ls			57,500			57,500.00 /ls	57,500	129,442.77 /ls	129,443
					31.30.04.00 Site Restoration	2.00 AC			57,500			28,750.00 /AC	57,500	64,721.39 /AC	129,443
					32.50.0010 Site Reinstatement	2.00 AC			57,500			28,750.00 /AC	57,500	64,721.39 /AC	129,443
					32.50 Site, Improvements	2.00 AC			57,500			28,750.00 /AC	57,500	64,721.39 /AC	129,443
					31.0 Earthwork	1.00 LS	178,060	73,255	94,500	118,778		464,593.27 /LS	464,593	1,045,882.43 /LS	1,045,882
	33.0				Utilities										
		33.10			Buried Piping										
			33.00.0010		RW Line, Ductile Iron 24"										
				33.00.04.24	Buried Pipe, Ductile Iron, 24"										
					Bedding Stone, Material Only	33.75 tn	-	776	-	-	-	23.00 /tn	776	51.78 /tn	1,747
					Load Excess Spoils for Off-Site Hauling, Excavator, Cat 320	43.70 cy	28	-	-	53	-	1.86 /cy	81	4.18 /cy	183
					Haul Excess Spoils Off-Site, 12 yd capacity, 10 miles RT	43.70 cy	152	-	-	210	-	8.29 /cy	362	18.65 /cy	815
					Excess Spoils Dump Charges for 12 yd tandem, per cy	43.70 cy	-	612	-	-	-	14.00 /cy	612	31.52 /cy	1,377
					24" pipe, DI, push-on joint, excav/bkfill included, 200#	250.00 LF	8,579	21,300	-	3,775	-	134.62 /LF	33,654	303.05 /LF	75,761
					24" DI, MJ, Ell, 90	2.00 ea	731	5,882	-	322	-	3,467.37 /ea	6,935	7,805.68 /ea	15,611
					24" DI, MJ, Ell, 45	2.00 ea	731	4,394	-	322	-	2,723.42 /ea	5,447	6,130.91 /ea	12,262
					Solid Sleeve, DI, MJ, 24"	2.00 ea	731	3,153	-	322	-	2,102.92 /ea	4,206	4,734.05 /ea	9,468
					Polywrap, 24" pipe	250.00 lf	-	500	-	-	-	2.00 /lf	500	4.50 /lf	1,126
					Pipe Marking, ID Tape	250.00 lf	217	33	-	-	-	1.00 /lf	249	2.25 /lf	562
					Allow for miscellanouse -	1.00 ls	1	0	1,500	-	-	1,501.00 /ls	1,501	3,379.02 /ls	3,379
					33.00.04.24 Buried Pipe, Ductile Iron, 24"	250.00 LF	11,170	36,650	1,500	5,003		217.29 /LF	54,323	489.17 /LF	122,292
					33.00.0010 RW Line, Ductile Iron 24"	250.00 LF	11,170	36,650	1,500	5,003		217.29 /LF	54,323	489.17 /LF	122,292
			33.00.0012		RAS Line, Ductile Iron 4"										
				33.00.04.04	Buried Pipe, Ductile Iron, 4"										
					Trench Box, 8' x 24' x 10'	1.00 mo	-	-	-	2,300	-	2,300.00 /mo	2,300	5,177.70 /mo	5,178
					Excess Spoils Dump Charges for 12 yd tandem, per cy	43.70 cy	-	612	-	-	-	14.00 /cy	612	31.52 /cy	1,377
					Excav. pipe trench, w/ trench box, for 4" - 24" pipe	84.59 CY	167	-	-	243	-	4.85 /CY	410	10.92 /CY	924
					Backfill / Compact @ pipe zone, for 4" thru 24" pipe	65.81 cy	615	-	-	414	-	15.62 /cy	1,028	35.17 /cy	2,315
					Backfill / Compact above pipe zone, for 4" thru 24" pipe	9.07 cy	21	-	-	16	-	4.16 /cy	38	9.36 /cy	85
					Pipe zone material	65.81 cy	-	1,843	-	-	-	28.00 /cy	1,843	63.03 /cy	4,148
					Pipe bedding material	21.24 cy	-	595	-	-	-	28.00 /cy	595	63.03 /cy	1,339
					Imported backfill material	9.07 cy	-	109	-	-	-	12.00 /cy	109	27.01 /cy	245
					Haul spoils, offsite, 10 - 20 miles	45.00 cy	-	-	675	-	-	15.00 /cy	675	33.77 /cy	1,520
					4" pipe, DI, RJ, excav/bkfill not included, 350#	200.00 LF	2,631	6,384	-	1,241	-	51.28 /LF	10,256	115.44 /LF	23,088
					4" DI, RJ, Ell, 90	3.00 ea	500	627	-	236	-	454.23 /ea	1,363	1,022.56 /ea	3,068
					4" DI, RJ, Ell, 45	2.00 ea	333	380	-	157	-	435.24 /ea	870	979.79 /ea	1,960
					4" DI, RJ, cap or plug	1.00 ea	88	100	-	41	-	229.07 /ea	229	515.68 /ea	516
					Solid Sleeve, DI, MJ, 6"	2.00 ea	731	2,400	-	322	-	1,726.29 /ea	3,453	3,886.19 /ea	7,772
					Polywrap, 4" pipe	200.00 lf	-	64	-	-	-	0.32 /lf	64	0.72 /lf	144
					Pipe Marking, ID Tape	200.00 lf	174	26	-	-	-	1.00 /lf	200	2.25 /lf	449
					33.00.04.04 Buried Pipe, Ductile Iron, 4"	84.00 LF	5,259	13,139	675	4,971		286.24 /LF	24,044	644.37 /LF	54,127
					33.00.0012 RAS Line, Ductile Iron 4"	84.00 LF	5,259	13,139	675	4,971		286.24 /LF	24,044	644.37 /LF	54,127
			33.00.0015		Grit Piping & Small Piping Allowance										
				33.00.50.00	Buried Pipe, Other										
					Grit Piping, Drains & Small Piping Allownce	1,000.00 LF	8,535	50,000	-	5,829	-	64.36 /LF	64,364	144.89 /LF	144,895
					33.00.50.00 Buried Pipe, Other	1,000.00 LF	8,535	50,000		5,829		64.36 /LF	64,364	144.89 /LF	144,895
					33.00.0015 Grit Piping & Small Piping Allowance	1,000.00 LF	8,535	50,000		5,829		64.36 /LF	64,364	144.89 /LF	144,895
					33.10 Buried Piping	1,450.00 LF	24,964	99,790	2,175	15,803		98.44 /LF	142,731	221.60 /LF	321,314
					33.0 Utilities	1.00 LS	24,964	99,790	2,175	15,803		142,731.30 /LS	142,731	321,313.66 /LS	321,314
	40.0				Process Pipe										
		40.00			Process Pipe Furnish & Install										
			40.00.0010		Exposed Grit Piping, Small Piping & Valve Allowance										
				40.00.99.01	Process Pipe, Other										
					Process & Small Pipe Allownce	1.00 LS	6,944	15,000	-	5,200	-	27,143.60 /LS	27,144	61,105.10 /LS	61,105
					40.00.99.01 Process Pipe, Other	1.00 LS	6,944	15,000		5,200		27,143.60 /LS	27,144	61,105.10 /LS	61,105
					40.00.0010 Exposed Grit Piping, Small Piping & Valve Allowance	1.00 LS	6,944	15,000		5,200		27,143.60 /LS	27,144	61,105.10 /LS	61,105
					40.00 Process Pipe Furnish & Install	1.00 LS	6,944	15,000		5,200		27,143.60 /LS	27,144	61,105.10 /LS	61,105
					40.0 Process Pipe	1.00 LS	6,944	15,000		5,200		27,143.60 /LS	27,144	61,105.10 /LS	61,105
	44.0				Pollution and Waste Control Equipment										
		40.51			Water Control Gates, Slide/Weir Gates										
			40.51.0010		Slide.Weir Gates w/Motor Operator										
				40.30.03.36	Slide or Weir Gate, Rectangular, 36"										
					36" Wide Slide Gate, Stainless Steel - FURNISH	5.00 EA	-	61,500	-	-	-	12,300.00 /EA	61,500	24,614.50 /EA	123,072
					36" Wide Slide Gate - Installation	5.00 ea	8,661	-	-	1,500	-	2,032.27 /ea	10,161	4,066.94 /ea	20,335
					Grout Behind Gate Frame	4.50 cf	487	1,863	-	-	-	522.27 /cf	2,350	1,045.14 /cf	4,703
					Slide Gate Anchor Bolts	200.00 ea	2,887	1,640	-	-	-	22.64 /ea	4,527	45.30 /ea	9,060

Facility	Work Pkg	Trade Pkg	WorkActiv	Unit Price	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount	Grand Total Price	Grand Total Amount
					40.30.03.36 Slide or Weir Gate, Rectangular, 36"	**5.00 EA**	**12,036**	**65,003**		**1,500**		**15,707.74 /EA**	**78,539**	**31,433.98 /EA**	**157,170**
					40.51.0010 Slide.Weir Gates w/Motor Operator	**5.00 EA**	**12,036**	**65,003**		**1,500**		**15,707.74 /EA**	**78,539**	**31,433.98 /EA**	**157,170**
					40.51 Water Control Gates, Slide/Weir Gates	**5.00 EA**	**12,036**	**65,003**		**1,500**		**15,707.74 /EA**	**78,539**	**31,433.98 /EA**	**157,170**
		44.05			**Process Equipment Furnish & Install**										
			44.05.0010		**Grit Pumps**										
				44.05.57.00	**Submersible Non-Clog Pump: 05 - 25hp**										
					Functional Testing, Submersible Pumps, 05 - 5 hp	1.00 ea	289	50	-	-	-	338.71 /ea	339	677.82 /ea	678
					System panel	7.00 ea	4,042	42,000	-	-	-	6,577.42 /ea	46,042	13,162.60 /ea	92,138
					Float switch	4.00 ea	577	-	-	-	-	144.36 /ea	577	288.88 /ea	1,156
					Float switch bracket	1.00 ea	289	150	-	-	-	438.71 /ea	439	877.92 /ea	878
					FURNISH Submersible Chopper Pump, 0.5 - 5 hp	1.00 EA	-	8,000	-	-	-	8,000.00 /EA	8,000	16,009.44 /EA	16,009
					Set base elbow / pump assembly, .5 - 25 hp	1.00 ea	2,598	50	-	-	-	2,648.41 /ea	2,648	5,299.96 /ea	5,300
					Stainless steel guide rails, 2", (labor & material)	20.00 lf	400	200	-	-	-	30.00 /lf	600	60.03 /lf	1,201
					44.05.57.00 Submersible Non-Clog Pump: 05 - 25hp	**1.00 EA**	**8,196**	**50,450**				**58,645.20 /EA**	**58,645**	**117,359.52 /EA**	**117,360**
					44.05.0010 Grit Pumps	**1.00 EA**	**8,196**	**50,450**				**58,645.20 /EA**	**58,645**	**117,359.52 /EA**	**117,360**
			44.05.0020		**Headcell, Grit Removal Equipment Package**										
				44.05.36.02	**Hydro International Grit Removal System**										
					Sleeved anchor bolts, SS - Medium	24.00 ea	1,299	528	-	-	-	76.13 /ea	1,827	152.36 /ea	3,657
					Non-Shrink Machine Grout	12.00 cuft	823	888	-	-	-	142.57 /cuft	1,711	285.31 /cuft	3,424
					FURNISH Headcell, Cyclone, Classifier & Screw Conveyor Package	1.00 EA	-	584,000	-	-	-	584,000.00 /EA	584,000	1,168,688.30 /EA	1,168,688
					Install Headcell	10.00 ea	28,871	11,500	-	7,500	-	4,787.12 /ea	47,871	9,579.88 /ea	95,799
					Install Cyclone Grit Separator	1.00 ea	866	172	-	150	-	1,188.14 /ea	1,188	2,377.66 /ea	2,378
					Install Grit Classifier	1.00 ea	2,310	230	-	600		3,139.70 /ea	3,140	6,283.10 /ea	6,283
					Install Dewatering Screw Conveyor	20.00 lf	1,444	-	-	-	-	72.18 /lf	1,444	144.44 /lf	2,889
					44.05.36.02 Hydro International Grit Removal System	**1.00 EA**	**35,613**	**597,318**		**8,250**		**641,180.63 /EA**	**641,181**	**1,283,116.98 /EA**	**1,283,117**
					44.05.0020 Headcell, Grit Removal Equipment Package	***1.00* EA**	**35,613**	**597,318**		**8,250**		**641,180.63 /EA**	**641,181**	**1,283,116.98 /EA**	**1,283,117**
					44.05 Process Equipment Furnish & Install	**2.00 EA**	**43,808**	**647,768**		**8,250**		**349,912.91 /EA**	**699,826**	**700,238.25 /EA**	**1,400,477**
					44.0 Pollution and Waste Control Equipment	**7.00 EA**	**55,844**	**712,771**		**9,750**		**111,194.93 /EA**	**778,365**	**222,520.92 /EA**	**1,557,646**
					111 GRIT REMOVAL FACILITY	***1.00* LS**	**440,160**	**1,093,862**	**302,505**	**154,925**		**1,991,451.48 /LS**	**1,991,451**	**4,175,414.76 /LS**	**4,175,415**

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost / Unit	% of Total	
Labor	482,815		6,959.527 hrs		482,815.290	8.29%	
Material	1,760,126				1,760,125.570	30.21%	
Subcontract	389,005				389,004.820	6.68%	
Equipment	172,207		2,777.150 hrs		172,207.160	2.96%	
Other							
Subtotal Raw Costs	**2,804,153**	**2,804,153**			**2,804,153.000**	**48.13%**	**48.13%**
Existing Conditions I,OH&P	5,758			25.000 %	5,758.360	0.10%	
Electrical Work I,OH&P	50,000			25.000 %	50,000.000	0.86%	
Site/Civil I,OH&P	116,148			25.000 %	116,148.320	1.99%	
Buried Piping I,OH&P	35,683			25.000 %	35,682.830	0.61%	
Process Piping I,OH&P	6,786			25.000 %	6,785.900	0.12%	
Subtotal Subcontractor I,OH&P	**214,375**	**3,018,528**			**3,018,528.000**	**3.68%**	**51.81%**
General Conditions	362,223			12.000 %	362,223.390	6.22%	
Mobilization/Demobilization	150,926			5.000 %	150,926.410	2.59%	
Subtotal Indirect Costs	**513,149**	**3,531,677**			**3,531,677.000**	**8.81%**	**60.62%**
Prime Contractor Home OfficeOH	247,217			7.000 %	247,217.460	4.24%	
Prime Contractor Profit	282,534			8.000 %	282,534.240	4.85%	
Bonds & Insurance	88,133			2.170 %	88,133.030	1.51%	
Subtotal OH&P	**617,884**	**4,149,561**			**4,149,561.000**	**10.61%**	**71.23%**
Design Contingency	1,244,869			30.000 %	1,244,868.830	21.37%	
Subtotal Contingency	**1,244,869**	**5,394,430**			**5,394,430.000**	**21.37%**	**92.59%**
Escalation	431,555			8.000 %	431,554.530	7.41%	
Subtotal Escalation	**431,555**	**5,825,985**			**5,825,985.000**	**7.41%**	**100.00%**
Total Prime Contractor Costs		**5,825,985**			**5,825,985.000**		**100.00%**
Total		***5,825,985***			***5,825,985.000***		

JACOBS

City of Ashland Treatment Plant Process Improvement Project: Proposed Site Improvement

City of Ashland,
Oregon

(5% Submittal Cost Estimate)

Prepared:
(4/23/2025)

Jacobs Buildings, Infrastructure and Advanced Facilities | ESTIMATING SERVICES

JACOBS

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Project Cost Estimate 1

Basis of Estimate

Basis of Estimate

1. Project Information

Client/Owner:	City of Ashland Headworks Rehabilitation
Project Manager:	Jessica Penetar
Design Manager:	Jessica Penetar
Project Description:	Proposed Site Improvement at the City of Ashland, Oregon WWTF
Location:	Ashland, Oregon
Estimate Date:	4/23/2025
Design Level:	5% /DD
Estimate Classification	Class 5
Estimate Number:	D3951700
Contracting Method:	Design Bid Build
Project Size:	57,000sf Area Site Improvement
Construction Budget:	$1,509,213
Construction Start:	2nd Quarter 2025
Construction Duration:	3 months

2. Purpose of Estimate

The purpose of this Estimate is to establish an engineer's opinion of probable construction cost for the proposed Site improvement associate with paving both north and south area of the facility.

3. General Project Description

The project involves the following activities.

- Paving the North area which requires removing trees and paving the area
- Paving the south area which is currently the BMX bike park, extensive dirt hauling and disposal would be required for this activity.

Overall Costs

Low Range (-10%)	Estimated Costs [a]	High Range (+30%)
$1,358,291	**$1,509,213**	$1,961,977

4. General Qualifications

A. We recommend the Owner and/or designated representatives review the estimate in detail for items that may not be consistent with the program intent.

B. The final costs of the project will depend on actual labor and material costs, competitive market conditions, actual project costs, implementation schedule and other variable factors. As a result, the final project costs will vary from the estimate presented herein.

C. This estimate is based upon a competitive bid contracting method with five to seven responsible bidders Any single source specification selection will have an increased impact on the overall cost.

D. The estimate does not include impacts due to contracting methods other than "open" competitive procurement. Pricing is not valid for negotiated contracts.

E. Pricing is not valid for HUB Zone and "set-aside" contract award.

5. Estimate Basis

A. Basis

- Bar Screen Conceptual layout
- Conceptual Grit Removal layout
- Original Grit Removal estimate to be updated (2019)
- Narrative and Google map information on proposed pavement improvement

B. Format

- This estimate is presented in CSI Masterformat 95/04.
- The following Work Breakdown Structure (WBS) has been utilized to further segregate cost:
  - Facility
  - Work Package (CSI Divisions)
  - Trade Package
  - Work Activity
  - Unit Price

C. Labor Rates

Labor rates are based on local prevailing wages and are fully burdened to include both direct and indirect subcontract mark-ups. Labor Rates include base, fringes, payroll taxes and insurance, small tools, consumables, field supervision and field overhead as well as subcontractor overhead and profit.

The estimate has been adjusted for local area labor rates, based upon 2024 RS Means National Average labor rates for the state of Delaware. A Location Adjustment Factor of 90.6 was used based on RS Means 2018 Site and Infrastructure City Cost Index for Ashland, Oregon. Labor unit prices reflect a burdened rate, including workers compensation, unemployment taxes, Fringe Benefits, and medical insurance.

D. Material Pricing

Materials pricing is based upon the national average as determined by RS Means or other data sources. Quotes on certain items may have been obtained and included in this estimate. Many quotes given for engineering estimates are budgetary and may not reflect actual contractor pricing.

E. Subcontracted Costs

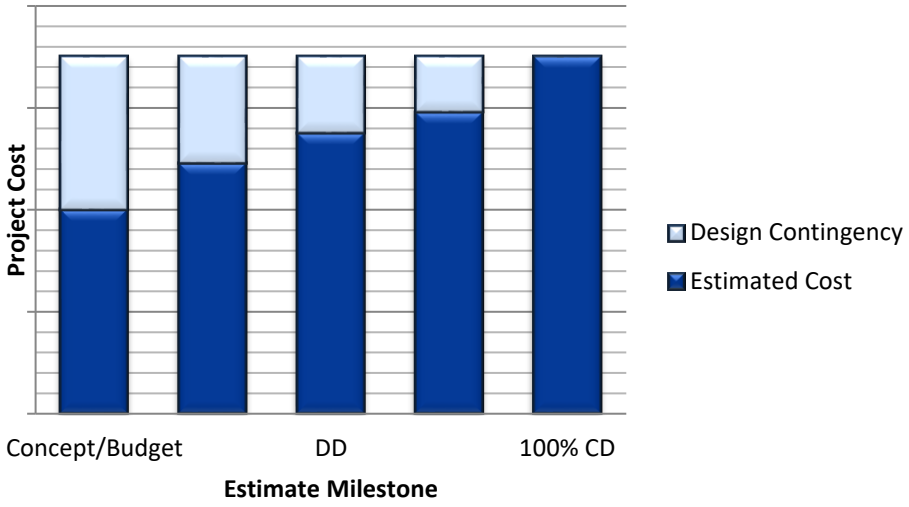
It is assumed that General Contractors will subcontract a portion of the work. Items listed in the cost estimate as subcontractor includes all anticipated markups that a general contractor would receive.

F. Construction Equipment Cost

Equipment items listed in this cost estimate are for the construction equipment necessary for the installation of the work. Equipment rates in this estimate are assumed to be 100% of 2024 Blue Book value. This is to account for contractor owned equipment or discounted rental equipment. A Location Adjustment Factor of 94.3 was used based on RS Means 2024 Site and Infrastructure City Cost Index Ashland, Oregon.

G. Design Contingency

Design Contingency is owned by the project. At each milestone estimate, contingency (based on the level of design detail available) is applied against the total estimated construction cost, including General Conditions (when applicable). This risk-based contingency is intended to cover the cost associated with the further refinement of the design and details that are not completed on the plans. The design contingency is a function of the level of design at the time of the cost estimate development. As the design details increase at each milestone estimate, the contingency decreases until, at 100% design completion, the contingency is generally 0%. The following graph is a theoretical representation of this process.



Design Contingency is not intended to cover owner changes, nor does it address unforeseeable events such as labor strikes, natural disasters or extraordinary economic events.

H. Escalation

The pricing presented herein is based on current market costs. The cost estimate includes an escalation of 8% to mid-point of construction (Q2-2026) based on annual escalation rate of 4.5%. The escalation calculation assumes that the project Notice to Proceed (NTP) will be issued in September 2025 and allows for 3 months of construction duration.

L. General Conditions

General conditions are itemized and included in the body of the cost estimate.

M. Subcontractor Markups

Subcontractor markups are based on percentage of total cost of trade package. Subcontractor markups vary from 15% to 25%. See estimate details

6. Oregon

Sales tax is not included. Project is tax exempt.

7. Cost Resources

The following is a list of the various cost resources used in the development of the cost estimate:

- R.S. Means
- Jacobs Historical Data
- Vendor Quotes on Equipment and Materials where appropriate
- Estimator Judgment

8. Project Allowances

01 - Allowances

Allowances are an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. Allowances include project direct costs - including labor, material, equipment and any subcontractor costs. The estimate includes allowances for known and unknow work that is not sufficiently detailed at this time.

No allowance is included in this estimate

9. Major Assumptions

- This estimate is based on working regular straight time hours. No overtime and/or shift premiums are included
- Where quotes were not received for specific equipment, pricing is based on historical cost information and estimator judgement.
- The estimate includes equipment hookups to power and I & C sources making use of existing conduits and cables.
- The estimate has included an allowance for 3rd party electrical testing of the new equipment
- Anticipated not more than 140sy of pavement demolition
- Assumed mostly flat grade with estimated cut and fill not exceeding 5,277cy
- Assumed 1,000cy excavation and disposal of dirt at BMX park.
- Assumed new fencing at perimeter of paved area

10. General Exclusions:

- Non-construction costs for land, legal, professional fees, and owner administration costs excluded
- Hazardous waste removal and disposal
- Unforeseen sub-surface or existing conditions
- Electrical I&C works beyond and above the scope in the estimate
- Special inspection testing
- Material adjustment allowances above and beyond what is included at the time of the cost estimate.
- Provision for compliance to “Buy America Act”

Jacobs

Estimate Summary

Project Name: Ashland WWTP - Proposed Site Improvment
Project Number: D3951700
Design Stage: 5%

Estimator: Edward Kontor
Rev/Date: F03 4/23/2025
Estimate Class: 5

Facility	Work Pkg	Description	Takeoff Quantity	Grand Total Price	Grand Total with Markups
112		SITE IMPROVEMENT			
	02.0	Existing Conditions	1.00 LS	25,745.60 /LS	25,746
	31.0	Earthwork	1.00 LS	359,595.39 /LS	359,595
	32.0	Exterior Improvements	1.00 LS	1,060,497.87 /LS	1,060,498
	33.0	Utilities	1.00 LS	63,373.17 /LS	63,373
		112 SITE IMPROVEMENT	1.00 LS	1,509,212.03 /LS	1,509,212

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost / Unit	% of Total	
Labor	324,606		2,132.835 hrs		324,605.960	21.51%	
Material	754,244				754,243.550	49.98%	
Subcontract	215,510				215,509.580	14.28%	
Equipment	212,904		1,139.566 hrs		212,904.310	14.11%	
Other	1,949				1,948.630	0.13%	
Total Prime Contractor Costs	1,509,213	1,509,213			1,509,213.000	100.00%	100.00%
Total		*1,509,213*			*1,509,213.000*		

Facility	Work Pkg	Trade Pkg	WorkActiv	Unit Price	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount	Grand Total Price	Grand Total Amount
112					SITE IMPROVEMENT										
	02.0				Existing Conditions										
		02.40			Demolition										
			02.01.01.0010		Misc. Site Demolition										
				02.01.01.01	General Site Demolition, Asphalt Pavement										
					Pavement removal, 4" to 6" thick including hauling and disposal	140.00 SY	2,614	-	-	1,586	-	30.00 /SY	4,200	69.59 /SY	9,743
					Saw cutting, asphalt, up to 6" deep	120.00 lf	226	409	-	85	-	6.00 /lf	720	13.92 /lf	1,670
					02.01.01.01 General Site Demolition, Asphalt Pavement	140.00 SY	2,840	409		1,672		35.14 /SY	4,920	81.52 /SY	11,413
				02.01.09.01	Demolition, Other										
					Selective demolition, chain link fences & gates, fence, 5' high	430.00 LF	4,423	-	-	737	-	12.00 /LF	5,160	27.84 /LF	11,970
					Haul and disposal fees	430.00 lf		-	860	158	-	2.37 /lf	1,018	5.49 /lf	2,362
					02.01.09.01 Demolition, Other	430.00 LF	4,423		860	895		14.37 /LF	6,178	33.33 /LF	14,332
					02.01.01.0010 Misc. Site Demolition	1.00 LS	7,263	409	860	2,567		11,098.18 /LS	11,098	25,745.60 /LS	25,746
					02.40 Demolition	1.00 LS	7,263	409	860	2,567		11,098.18 /LS	11,098	25,745.60 /LS	25,746
					02.0 Existing Conditions	1.00 LS	7,263	409	860	2,567		11,098.18 /LS	11,098	25,745.60 /LS	25,746
	31.0				Earthwork										
		31.22			Earthworks, Site										
			31.15.01.0010		Site Clearing										
				31.15.01.00	Site Preparation, Clearing and Grubbing										
					Selective clearing, light brush, medium clearing, with dozer,	0.35 AC	840	840	840	840	840	12,000.00 /AC	4,200	27,837.60 /AC	9,743
					Selective clearing and grubbing, 8" to 12" diameter, remove selective trees, on site using chain saws and chipper, excludes stumps	12.00 EA	11,192	-	-	6,808	-	1,500.00 /EA	18,000	3,479.71 /EA	41,756
					Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, 200 HP dozer, 6" deep, 500' haul per C.Y.	259.00 cy	1,160	-	-	1,826	-	11.53 /cy	2,986	26.74 /cy	6,926
					31.15.01.00 Site Preparation, Clearing and Grubbing	0.35 AC	13,192	840	840	9,474	840	71,959.09 /AC	25,186	166,930.77 /AC	58,426
					31.15.01.0010 Site Clearing	0.35 AC	13,192	840	840	9,474	840	71,959.09 /AC	25,186	166,930.77 /AC	58,426
			31.15.04.0010		Erosion Control										
				31.15.04.00	Site Preparation, Erosion Controls / Pre-construction										
					Silt Fence, - Allowance	1,281.00 lf	3,191	2,562	-	-	-	4.49 /lf	5,753	10.42 /lf	13,346
					Allow for other storm water management requirement	1.00 ls			4,000	-	-	4,000.00 /ls	4,000	9,279.21 /ls	9,279
					31.15.04.00 Site Preparation, Erosion Controls / Pre-construction	1.00 LS	3,191	2,562	4,000			9,753.18 /LS	9,753	22,625.45 /LS	22,625
					31.15.04.0010 Erosion Control	1.00 LS	3,191	2,562	4,000			9,753.18 /LS	9,753	22,625.45 /LS	22,625
			31.15.04.0020		Site Earthwork										
				31.20.07.00	Earthwork Site Works - Excavations & Grading										
					Mass Excavation, Cut To Fill, Dozer and Traxcavator, Medium Crew	5,277.00 CY	25,410	-	-	27,623	-	10.05 /CY	53,033	23.31 /CY	123,025
					Compaction, riding, vibrating roller, 2 passes, 4" lifts	4,222.00 ecy	6,301	-	-	287	-	1.56 /ecy	6,589	3.62 /ecy	15,284
					Rough grading sites	57,000.00 sf	25,499	-	-	3,001	-	0.50 /sf	28,500	1.16 /sf	66,115
					31.20.07.00 Earthwork Site Works - Excavations & Grading	5,277.00 CY	57,210			30,911		16.70 /CY	88,121	38.74 /CY	204,424
				31.20.15.00	Earthworks, Sitework, Hauling and Dump Fees										
					Haul Excess Spoils Off-Site, 12 yd capacity, 20 miles RT	1,300.00 CY	9,011	-	-	12,436	-	16.50 /CY	21,448	38.27 /CY	49,754
					Load spoils for disposal	1,300.00 cy	1,827	0	-	2,105	-	3.02 /cy	3,931	7.02 /cy	9,120
					Excavating, bulk, dozer, open site, bank measure, sandy clay & loam, 80 H.P. dozer,	1,000.00 CY	4,335	-	-	2,237	-	6.57 /CY	6,572	15.25 /CY	15,246
					31.20.15.00 Earthworks, Sitework, Hauling and Dump Fees	1,300.00 CY	15,173			16,778		24.58 /CY	31,951	57.02 /CY	74,120
					31.15.04.0020 Site Earthwork	1.00 LS	72,383			47,689		120,072.40 /LS	120,072	278,544.17 /LS	278,544
					31.22 Earthworks, Site	1.00 LS	88,766	3,402	4,840	57,163	840	155,011.26 /LS	155,011	359,595.39 /LS	359,595
					31.0 Earthwork	1.00 LS	88,766	3,402	4,840	57,163	840	155,011.26 /LS	155,011	359,595.39 /LS	359,595
	32.0				Exterior Improvements										
		31.40			Paving										
			31.40.0000		Heavy Duty Asphalt Pavement										
				32.40.02.00	Site Improvements, Paving, Bituminous Asphalt										
					Fine grading, for roadway, base or leveling course, large area, 6,000 S.Y. or more	6,334.00 sy	3,625	-	-	3,525	-	1.13 /sy	7,150	2.62 /sy	16,586
					Base course drainage layers,aggregate base course for roadways and large paved areas,crushed stone base,compacted,crushed 1-1/2"stone base,12"deep	6,334.00 sy	7,810	101,344	-	8,270	-	18.54 /sy	117,424	43.01 /sy	272,400
					Base course drainage layers, prepare and roll sub-base, small areas to 2500 S.Y.	6,334.00 sy	7,563	-	-	6,981	-	2.30 /sy	14,544	5.33 /sy	33,739
					Bituminous-stabilized base courses, for roadways and large paved areas, liquid application to gravel base, asphalt emulsion	131.00 gal	27	838	-	20	-	6.76 /gal	886	15.68 /gal	2,054
					Plant-mix asphalt paving, for highways and large paved areas, wearing course, alternate method for developing paving costs, 2" thick, hauling included	722.00 ton	6,221	58,482	-	3,326	-	94.22 /ton	68,029	218.58 /ton	157,814
					Plant-mix asphalt paving, for highways and large paved areas, binder course, alternate method for developing paving costs, 5" thick, hauling included	1,805.00 ton	11,924	146,205	-	6,375	-	91.14 /ton	164,503	211.42 /ton	381,615
					Allowance for pavement markings and specialties	1.00 LS	1	12	15,000	1	-	15,014.54 /LS	15,015	34,830.75 /LS	34,831
					32.40.02.00 Site Improvements, Paving, Bituminous Asphalt	6,334.00 SY	37,170	306,881	15,000	28,499		61.19 /SY	387,550	141.94 /SY	899,040
					31.40.0000 Heavy Duty Asphalt Pavement	1.00 LS	37,170	306,881	15,000	28,499		387,550.22 /LS	387,550	899,039.67 /LS	899,040
					31.40 Paving	1.00 LS	37,170	306,881	15,000	28,499		387,550.22 /LS	387,550	899,039.67 /LS	899,040
		31.45			Fencing										
			31.41.0000		Fencing at Paved Perimeter										
				32.45.03.00	Fencing, Security										
					Security Fence, Chain Link, 6'	650.00 LF		-	66,300	-	-	102.00 /LF	66,300	236.62 /LF	153,803
					Swing Gate, 6'	1.00 EA		-	3,000	-	-	3,000.00 /EA	3,000	6,959.40 /EA	6,959

Facility	Work Pkg	Trade Pkg	WorkActiv	Unit Price	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Cost/Unit	Total Amount	Grand Total Price	Grand Total Amount
				32.45.03.00	Fencing, Security										
					Fence Security Signage	2.00 ea		-	300	-	-	150.00 /ea	300	347.97 /ea	696
					32.45.03.00 Fencing, Security	650.00 LF			69,600			107.08 /LF	69,600	248.40 /LF	161,458
					31.41.0000 Fencing at Paved Perimeter	650.00 LF			69,600			107.08 /LF	69,600	248.40 /LF	161,458
					31.45 Fencing	650.00 LF			69,600			107.08 /LF	69,600	248.40 /LF	161,458
					32.0 Exterior Improvements	1.00 LS	37,170	306,881	84,600	28,499		457,150.22 /LS	457,150	1,060,497.87 /LS	1,060,498
	33.0				Utilities										
		31.30			Buried Pipe										
			31.25.0004		North Area Storm Drain										
				33.00.07.04	Buried Pipe, PVC, 4"										
					Excav. pipe trench, w/ trench box, for 4" - 24" pipe	220.00 CY	649	-	-	873	-	6.92 /CY	1,523	16.06 /CY	3,532
					Backfill / Compact @ pipe zone, for 4" thru 24" pipe	117.00 cy	1,093	-	-	735	-	15.62 /cy	1,828	36.24 /cy	4,241
					Pipe bedding material	63.72 cy	-	2,230	-	-	-	35.00 /cy	2,230	81.19 /cy	5,174
					Imported backfill material	83.70 cy	-	3,767	-	-	-	45.00 /cy	3,767	104.39 /cy	8,738
					4" pipe, PVC, SDR 35, B & S, excav/bkfill not included	300.00 LF	1,841	3,600	-	869	-	21.03 /LF	6,310	48.80 /LF	14,639
					4" PVC, SDR 35, B & S, Ell, 90	1.00 ea	76	23	-	36	-	135.16 /ea	135	313.54 /ea	314
					4" PVC, SDR 35, B & S, Ell, 45	3.00 ea	229	55	-	108	-	130.46 /ea	391	302.64 /ea	908
					4" PVC, SDR 35, B & S, wye	2.00 ea	224	96	-	106	-	213.09 /ea	426	494.33 /ea	989
					Tie-in to existing catch basin	1.00 ls	112	48	2,600	53	-	2,813.09 /ls	2,813	6,525.82 /ls	6,526
					33.00.07.04 Buried Pipe, PVC, 4"	300.00 LF	4,225	9,818	2,600	2,781		64.75 /LF	19,424	150.20 /LF	45,059
					31.25.0004 North Area Storm Drain	300.00 LF	4,225	9,818	2,600	2,781		64.75 /LF	19,424	150.20 /LF	45,059
					31.30 Buried Pipe	1.00 LS	4,225	9,818	2,600	2,781		19,423.64 /LS	19,424	45,059.01 /LS	45,059
		33.31			Buried Structures, Precast Manholes										
			33.31.0006		Catch Basin North Area Paving										
				31.20.09.10	Concrete Precast Catch Basin - 5' ID										
					Excavate pit, common earth, hyd backhoe, 3/4 CY bucket	48.00 cy	630	-	-	498	-	23.49 /cy	1,128	54.49 /cy	2,616
					Hauling, excavated or borrow material, loose cubic yards, 3 mile round trip, 2.1 loads/hour, 6 C.Y. dump truck, highway haulers, excludes loading	7.33 lcy	54	-	-	39	-	12.63 /lcy	93	29.31 /lcy	215
					Base slab; form, resteel and concrete to 8" thick, avg cost per CY	0.74 cy	158	221	-	1	-	511.62 /cy	379	1,186.88 /cy	878
					Utility area drains, catch basins manholes frames and covers, cast iron, watertight, 32" diameter, 575 lb., excludes footing, excavation, and backfill	1.00 ea	269	1,225	-	47	-	1,540.95 /ea	1,541	3,574.70 /ea	3,575
					Storm Drainage Manholes, Frames, and Covers, concrete, precast, 5' I.D., 8' deep, excludes footing, excavation, backfill, frame and cover	1.00 ea	1,086	2,500	-	148	-	3,733.40 /ea	3,733	8,660.74 /ea	8,661
					Storm Drainage Manholes, Frames, and Covers, precast concrete, 5' diameter manhole, 8" thick top	1.00 ea	202	450	-	35	-	686.96 /ea	687	1,593.61 /ea	1,594
					Storm Drainage Manholes, Frames, and Covers, steps, standard sizes, galvanized steel	7.00 ea	107	228	-	-	-	47.82 /ea	335	110.93 /ea	777
					31.20.09.10 Concrete Precast Catch Basin - 5' ID	1.00 EA	2,504	4,623		768		7,894.71 /EA	7,895	18,314.16 /EA	18,314
					33.31.0006 Catch Basin North Area Paving	1.00 EA	2,504	4,623		768		7,894.71 /EA	7,895	18,314.16 /EA	18,314
					33.31 Buried Structures, Precast Manholes	1.00 EA	2,504	4,623		768		7,894.71 /EA	7,895	18,314.16 /EA	18,314
					33.0 Utilities	1.00 LS	6,729	14,441	2,600	3,548		27,318.35 /LS	27,318	63,373.17 /LS	63,373
					112 SITE IMPROVEMENT	1.00 LS	139,928	325,133	92,900	91,777	840	650,578.01 /LS	650,578	1,509,212.03 /LS	1,509,212

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost / Unit	% of Total	
Labor	139,928		2,132.835 hrs		139,928.280	9.27%	
Material	325,133				325,132.800	21.54%	
Subcontract	92,900				92,900.000	6.16%	
Equipment	91,777		1,139.566 hrs		91,776.930	6.08%	
Other	840				840.000	0.06%	
Subtotal Raw Costs	**650,578**	**650,578**			**650,578.000**	**43.11%**	**43.11%**
Existing Conditions I,OH&P	2,775			25.000 %	2,774.550	0.18%	
Electrical Work I,OH&P				25.000 %			
Site/Civil I,OH&P	153,040			25.000 %	153,040.370	10.14%	
Buried Piping I,OH&P	6,830			25.000 %	6,829.590	0.45%	
Process Piping I,OH&P				25.000 %			
Subtotal Subcontractor I,OH&P	**162,645**	**813,223**			**813,223.000**	**10.78%**	**53.88%**
General Conditions	97,587			12.000 %	97,586.700	6.47%	
Mobilization/Demobilization	40,661			5.000 %	40,661.130	2.69%	
Subtotal Indirect Costs	**138,248**	**951,471**			**951,471.000**	**9.16%**	**63.04%**
Prime Contractor Home OfficeOH	66,603			7.000 %	66,602.920	4.41%	
Prime Contractor Profit	76,118			8.000 %	76,117.630	5.04%	
Bonds & Insurance	23,744			2.170 %	23,743.940	1.57%	
Subtotal OH&P	**166,465**	**1,117,936**			**1,117,936.000**	**11.03%**	**74.07%**
Design Contingency	279,484			25.000 %	279,483.710	18.52%	
Subtotal Contingency	**279,484**	**1,397,420**			**1,397,420.000**	**18.52%**	**92.59%**
Escalation	111,793			8.000 %	111,793.480	7.41%	
Subtotal Escalation	**111,793**	**1,509,213**			**1,509,213.000**	**7.41%**	**100.00%**
Total Prime Contractor Costs		**1,509,213**			**1,509,213.000**		**100.00%**
Total		***1,509,213***			***1,509,213.000***		

DESIGN SERVICES SCOPE OF WORK FOR *City of Ashland Headworks Final Design*

PROJECT DESCRIPTION

This scope of work describes the services to be rendered by Consultant (Jacobs) for the design of screening and grit removal improvements at the Ashland Wastewater Treatment Plant. The new facilities are as described in a technical memorandum by Jacobs dated May 2025 recommending replacement of the existing mechanical bar screen, addition of a second mechanical bar screen and constructing a new separate downstream grit removal facility and shall include the following:

- *Demolish existing mechanical and manual bar screen.*
- *Install 2 mechanical bar screens and 2 washer compactors.*
- *Construction of a new grit removal facility, utilizing the HeadCell technology with a submersible grit pump and a grit classifier,*
- *Construct an adjustable flow splitting structural integral with the grit removal facility to split flows to the two existing oxidation ditches, plus one future oxidation ditch, with 3 adjustable weirs.*
- *Install pavement in the southwestern corner of the plant that is currently vegetated, including stormwater drainage controls.*

BASIS OF DESIGN SCOPE AND FEE DEVELOPMENT

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

1. The design criteria and assumptions in the May 2025 technical memorandum will be used.
2. The design work on this project will last 50 weeks from authorization to proceed and be completed in calendar years 2025 and 2026.
3. The design approach will be based on interactive workshops. Such workshops are anticipated with up to 4 Jacobs representatives at each depending on the engineering disciplines needed. City review workshops will be conducted at the conclusion of design development (60%) and prior to design completion (90%).
4. Jacobs's design delivery process will be employed including on-line City reviews.
5. One workshop will be held in-person at the conclusion of the 60% Design Development phase. Additional workshops will be conducted virtually via Microsoft Teams.

6. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
7. The design documents will be prepared for a single construction contract.
8. The OWNER will develop the actual permit application and required reports and pay all permit processing fees. Jacobs will assist by providing relevant information, including that needed for the State Revolving Fund application, and applicable building and electrical permits.
9. Jacobs master specifications will be used as the basis for Division 0, Division 1, and technical specifications.
10. Where possible, one or two vendors will be named for each manufactured component or piece of equipment with provisions for an "equal" to be proposed by the contractor and subject to approval by the Engineer.
11. No equipment pre-purchase or pre-negotiation will be required.
12. No additive or deductive alternates will be included on the bid form and contract documents.
13. Attachment A lists the anticipated design drawings.
14. The drawings will follow Jacobs CAE/CAD standards. Microstation software will be used to develop the drawings.
15. The City has provided electronic scans of all existing plant as-built drawings. The siting, location and design of all new underground utilities will be based on the existing underground utility drawings and related location information provided by the City.
16. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.

Civil/Geotechnical

1. Topographic survey mapping by Jacobs of approximately 42,000 sq ft of City of Ashland Treatment Plant SW corner. Surveying to include mapping planimetric features up to the fence line. Specific items requested are any utility markings, up to 6 pothole locations, catch basins with inverts, top of wall on the flow splitting device, the flow metering vault and meter, and the location of the headworks building. Coordinates will be a plant based coordinate system which appears to be modified from Oregon State Plane, South Zone, NAD83. Elevations will be based on a plant benchmark found at the site. Deliverables will be Microstation 3D CAD file and Inroads compatible surface. The City will provide an excavator for 1 day to pothole for utility location verification.
2. Legal, easement or plat surveys of the existing site will not be required.
3. Civil sitework plans and drawings will be provided only for areas of the site involving significant disturbance to existing grading and areas where new facilities are to be constructed.

4. All site restoration will be hardscape. No landscaping is anticipated.
5. The only new roadway work required is in the immediate area of the headworks facility and the oxidation ditches. The future plant expansion area to the south of the existing plant is not included in this design.
6. Only portions of the existing plant roadways will be repaved after all other construction activities are complete.
7. New stormwater collection and control facilities will be provided only for the new construction. Stormwater will be routed to existing catch basins and infrastructure.
8. No geotechnical information is available for the immediate location of the new grit removal facility. Geotechnical reports exist for areas north of the plant. Jacobs geotechnical staff will oversee an excavating contractor for the advancement of 2 to 4 test pits in the area of the grit removal facility, which can be completed in one 8-hour day, plus travel. Up to 5 samples will be collected from the test pits for laboratory analyses by Foundation Engineering. Specific tests will be determined based on field conditions. The City will provide an excavator capable of excavating to at least 14 feet below ground surface. Jacobs will prepare a brief geotechnical memorandum to document the test pit exploration. The foundation design of the new facilities will be based on the results of the test pits, publicly available information, information in existing report, and the design of existing structure foundations.

Process/ Mechanical

1. A process flow diagram will be provided.
2. Design concerning "plant-wide" utility systems such as basin drainage, water, and in-plant waste collection/disposal will be limited to extensions and/or changes in existing piping.
3. No corrosion control provisions will be required other than materials selection and coatings.

Electrical and Instrumentation & Controls Systems

1. Packaged control panels will be provided by the vendors of the following equipment:
    - Bar screens, and washer compactors
    - Grit pump and washer.
2. Remote control of existing plant components not named above will not be provided.
3. Integration of these new components with the existing SCADA system
4. The existing and emergency electrical power supply systems are adequate to handle any new loads. No additional secondary or emergency power source will be provided.
5. The City will provide an electrical meter or datalogger to monitor power usage at MCC-1 for approximately 1 month prior to initiating electrical design.

WORK APPROACH

The project design work will be carried out using a phased design delivery approach to assure a logical and progressive completion of the design work. The three phases, as described below, will be carried out sequentially. Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with the Owner's personnel, key individuals from the Jacobs project team and others as needed; the design review workshops will be conducted at critical design milestones as identified in the following section.

Task 1: Design Development Phase (60% Design)

The purpose of this task is to utilize the conceptual decisions of the project that were made for the technical memorandum and to complete and finalize the preliminary calculations of the previous design phase, develop the project design to achieve a "design freeze" at the conclusion of this phase. Structures, equipment, major plant piping, process, site plan are all finalized during this phase to allow final detailing of the same in the next phase of design. Drawings and other materials that may be required exhibits for environmental permit applications will be available at the conclusion of this phase. The majority of the quality control review and approval will occur prior to the finalization of the work products from design development phase. Specific activities, and work products from this phase are described in the following subtasks:

Subtask 1.1: Civil and Site Development

Design work will include the following activities.

- Complete a survey of an area approximately 42,200 square feet.
- Develop grit facility layout. This will include activities such as: (1) determine structure size, location, and orientation; (2) layout roadways/truck access corridors and define maneuvering requirements (design vehicle); (3) determine emergency vehicle access requirements. (4) locate stormwater management facilities; and (5) locate utility and piping corridors (horizontal and vertical).
- Prepare preliminary stormwater calculations suitable for submission to local site permitting authorities. Develop preliminary stormwater control concepts (catch basins, swales, curb, and gutter), and show on design development drawings.
- Establish preliminary finished grades; overall major surfaces, road profiles, etc. Iterate preliminary surfaces and structures to optimize earthwork if necessary.
- Review concepts and draft work products with and seek approval from quality control reviewer.
- Freeze civil design concept. Structures, road, and major site element horizontal locations are finalized. Structure floor/control levels, and finished grades are finalized.
- Define demolition requirements and limits. Define contractor staging, storage, access, and off-site access corridors.

- Prepare preliminary site grading drawings.
- Set final building and structure elevations.
- Develop preliminary yard piping and plant drain layouts. Identify corridors for piping and other utilities.
- Finalize traffic flow, parking, and lay out road access to all buildings and structures.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 1.2: Structural

Design for structural will include the following activities.

- Consult with lead process engineer on building/structure layouts.
- Develop shoring, foundation, and structure concepts based on schematic layouts.
- Coordinate with geotechnical engineer to confirm shoring and foundation design criteria for proposed facilities. Review geotechnical information and discuss foundation design approach with geotechnical engineer and senior structural reviewer.
- Document structural design concept for the new grit removal facility. Finalize materials of construction (cast-in-place versus precast concrete, roof structures, etc).
- Prepare first draft of technical specifications.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 1.3: Geotechnical

Design for geotechnical will include the following:

- Determine site specific geotechnical conditions for each facility and structure. Develop specific foundation requirements.
- Verify constructability (shoring and bracing requirements, dewatering issues).
- Using existing geotechnical data and results of investigations, prepare foundation and corrosion control recommendations.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 1.4: Process

Design for process will include the following:

- Prepare process flow diagrams (PFDs).
- Develop process narratives.

- Final major equipment sizing calculations.
- Coordinate with I&CS on completion of P&IDs.
- Coordinate with I&CS on development of process control narratives. Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 1.5: Mechanical

Design for mechanical will include the following:

- Select and size all major process equipment including pumps. Prepare sizing calculations and obtain review. Establish level of redundancy required for all process equipment.
- Prepare equipment list with sizing for major equipment. Coordinate with the owner on preferences of equipment manufacturer and processes.
- Update hydraulic profile.
- Assemble catalog cuts for all major process equipment. Complete equipment data sheets or equipment list on all major equipment items.
- Coordinate with I&CS in the finalization of P&IDs
- Final ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 1.6: Instrumentation and Control Systems (I&CS)

Design work for the instrumentation and control will include the following activities.

- Coordinate with the process engineer(s) to prepare a process flow drawing (PFD) for each treatment process. Information to be included on each PFD includes at a minimum: Process configuration, flow streams, valve and gate locations (manual and powered), chemical additions points/types, process equipment location/type including packaged control panels and adjustable-speed drives, flow meters and other process control devices.
- Develop equipment/instrument tag numbering, naming, and abbreviation conventions.
- Work with Process Engineer to prepare written operational description of each major process.
- Develop overall control philosophy including local control approach, control system, level of automation, supervisory control.

- Prepare first draft of technical specifications.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 1.7: Electrical

Design work for electrical will include the following.

- Update overall one-line diagram for headworks facility.
- Update load calculations.
- Coordinate with other disciplines (mechanical) to resolve code compliance issues specific to these disciplines. Develop preliminary schedule of hazardous and corrosive locations.
- Prepare detailed electrical load calculations.
- Determine equipment requiring uninterruptable power supplies (UPS) and locations of UPS equipment. Coordinate with I&C discipline to determine space requirements and locations for control equipment. Locate major I/O termination panels, TJB's, and control panels.
- Identify conduit/conductor pathways from MCC to equipment. Confirm incoming power service and primary power transformers. Coordinate with civil yard piping. Locate manholes and hand holes.
- Prepare preliminary site lighting layout for new facility and paved area.
- Define hazardous locations (NFPA 820) and document. Define corrosive locations and document.
- Prepare first draft of technical specifications.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 1.8: Design Development Workshop

Jacobs will conduct two 2-hour workshops with the City's personnel and other key project staff. One meeting will be held at the mid-point of the Design Development period via Microsoft teams. The second will be held at the conclusion of the Design Development period at the treatment plant. The review drawings and specifications will be provided electronically to the City. Final workshop minutes, documenting the key decisions, and the work products produced through subtasks above will be submitted to the City.

Task 2: Contract Document Preparation (90%)

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

Subtask 2.1: Contract Document Completion

- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. Owner input is required at this point to determine construction contract requirements and insurance requirements.
- Coordinate with Owner on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.
- Complete final checking and coordination review.

Subtask 2.2: Final Review Workshop

Jacobs will conduct 2-hour workshop to conduct a final review of the work products with the Owner's personnel and other key project staff. The Owner will prepare one set of collated comments and submit them to Jacobs. The workshop will be held via Microsoft Teams. Final workshop minutes, documenting the key decisions and responses to the Owner's comments will be submitted to the Owner.

Task 3: Incorporation of Final Review Comments

Jacobs will modify the contract documents to reflect all agreed upon final review comments from the Owner, applicable regulatory agencies and Jacobs' quality control review team. The final documents will then be submitted to the Owner.

Task 4: Bid Phase Services

Jacobs will provide services to assist the City in selection of a single Contractor for the construction of the project. These services will consist of the following.

Subtask 4.1 Bid Period Information Requests

Jacobs will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, which may be in the form of addenda. 32 hours has been included to respond to bid period information requests.

Subtask 4.2 Pre-Bid Conference

Jacobs will assist the City in arranging and conducting one pre-bid conference, which will be attended by 2 Jacobs staff. Jacobs will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will take minutes or make other provision for documenting the results of the pre-bid conference. Jacobs will also record all questions and requests for additional information and shall coordinate with the City for issuing responses and additional information.

Subtask 4.3 Addenda

Jacobs shall assist the City in issuing all Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by the City. The City shall pay for the expenses of all Addenda. Up to three addenda are assumed in the associated level of effort.

Subtask 4.4 Recommendation of Contract Award

Jacobs shall review all bids and evaluate them for responsiveness and bid amount. Jacobs will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. Jacobs shall prepare a report of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids. Jacobs will provide technical (but not legal) advice in bid protest situations.

Task 5: Project Management and Coordination

Provide services to manage the work tasks and the design team to achieve the objectives of this task order. This work task includes regular communications with City staff, issuance of monthly project status reports suitable for distribution to City Councils, preparation for and conducting up to 4 general project meetings, City Council and/or other presentations, and monthly invoicing. An overall schedule and work plan will be implemented to assure work activities are completed in a properly integrated and timely manner. In addition, this task includes those elements necessary to properly manage, lead, and control the project.

The following subtasks are provided under this task:

Subtask 5.1 Project Initiation

Update the set of procedures in the form of Project Instructions and a Management Plan developed during the Predesign to facilitate management of the final design phase of the project. The project instructions and management plan will cover operating procedures, information submittals, communications flow, records management and quality control procedures, and communications protocol among the City, Jacobs, regulatory agencies, and other outside parties.

Address the schedule and budget impacts of implementing facility design scope modifications. Review proposed facility design scope modifications with the City and proceed with the design of those modifications after agreement by both parties as to the schedule and budget impacts.

Provide a comprehensive schedule showing the expected timing of all tasks, preliminary dates for deliverables, and anticipated dates for workshops, meetings, and submittals. Update the schedule each month and review with the City, as needed.

Subtask 5.2 Project Management

Maintain and update the final work plan for the project that combines staffing commitments and budgets with the deliverables and schedule for the project. Specific responsibilities of each member of the final design project team will be maintained throughout the design period.

Supervise and control activities of staff assigned to the project. Coordinate and schedule appropriate project staffing to meet project requirements. Arrange for the scheduled project workshops, review meetings, and project team meetings. Coordinate the participation of senior reviewers at appropriate points in the project. Coordinate with other tasks and staff to complete work on schedule and within budget.

Prepare monthly progress reports and review these with the City. The reports will include a status summary of current project tasks, activities planned for the next work period, a project action issues checklist, and identification of items of concern.

Monitor project activities for potential changes. Should change occur, and with City advance approval, modify project tasks, task budgets, and approach. Inform City if any changes will impact the cost of engineering services, the construction cost, or the schedule.

Meet with the City to review the project and discuss activities and needed actions.

Coordinate and assist the City with the submittal of project deliverables to DEQ to satisfy the requirement of the Stipulated Final Order requirements relating to this project.

Carry out an effective quality assurance program as described in the project instructions and management plan.

Maintain project records, manage and process project communications, and coordinate project administrative matters.

Deliverables:

The following deliverables will be produced under this task:

- Project instructions
- Updated work plan
- Monthly project status reports
- Integrated Schedule
- Project Meeting and Project Workshop Memorandums
- Monthly Schedule updates
- Monthly Invoices

Deliverables, Schedule and Budget

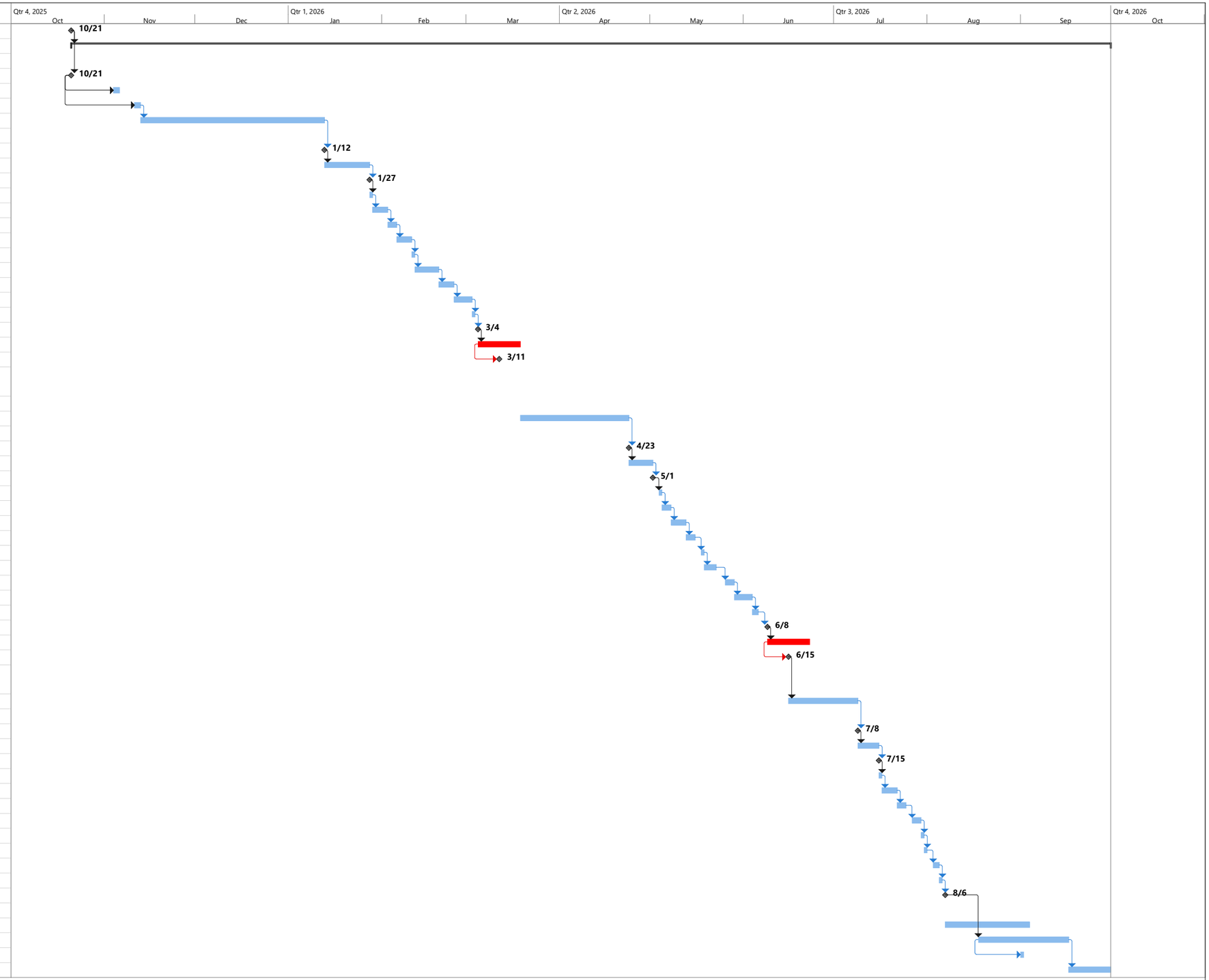
Drawing deliverables to be provided for this scope of work are identified in Attachment A. The preliminary project schedule is included as Attachment B. Final design fee and level of effort are included as Attachment C.

Attachment A: Drawing Deliverables

1	LOCATION AND VICINTY MAP/INDEX TO DRAWINGS
2	ABBREVIATIONS
3	CIVIL AND YARD PIPING LEGEND
4	INSTRUMENTATION AND CONTROLS LEGEND
5	STRUCURAL LEGEND AND NOTES
6	PROCESS MECHANICAL LEGEND AND DESIGN DATA
7	ELECTRICAL LEGEND AND AREA CLASSFICIATION
8	PROCESS FLOW DIAGRAM
9	HYDRAULIC PROFILE
10	PIPING AND VALVE SCHEDULES
11	CIVIL SITE SURVEY AND EXISTING CONDITIONS
12	EROSION CONTROL PLAN
13	SITE PLAN AND YARD PIPING
14	GRADING AND STORM DRAINAGE PLAN
15	PIPING PROFILES
16	MECHANICAL BAR SCREENS
17	MECHANICAL BAR SCREENS
18	MECHANICAL BAR SCREENS PLANS
19	MECHANICAL BAR SCREENS - SECTIONS
20	MECHANICAL DETAILS
21	MECHANICAL BAR SCREENS
22	GRIT REMOVAL AND SPLITTER BOX
23	GRIT REMOVAL AND SPLITTER BOX - FOUNDATION AND TOP PLAN
24	GRIT REMOVAL AND SPLITTER BOX - SECTION VIEW
25	SHORING DETAILS
26	STRUCTURAL DETAILS
27	GRIT REMOVAL AND SPLITTER BOX - PLANS
28	GRIT REMOVAL AND SPLITTER BOX - SECTION VIEW (1 OF 2)
29	GRIT REMOVAL AND SPLITTER BOX - SECTION VIEW (2 OF 2)
30	MECHANICAL DETAILS
31	GRIT REMOVAL AND SPLITTER BOX
32	SITE ELECTRICAL
33	MOTOR CONTROL DIAGRAM
34	ONE LINE DIAGRAM
35	STANDARD DETAILS - STRUCTURAL
36	STANDARD DETAILS - STRUCTURAL
37	STANDARD DETAILS - STRUCTURAL
38	STANDARD DETAILS - MECHANICAL
39	STANDARD DETAILS - MECHANICAL
40	STANDARD DETAILS - MECHANICAL
41	STANDARD DETAILS - ELECTRICAL
42	STANDARD DETAILS - I&C

Attachment B: Preliminary Project Schedule

ID	Task Name	Duration	Start	Finish
1	**NTP**	0 days	Tue 10/21/25	Tue 10/21/25
2	**Final Design**	**225 days**	**Tue 10/21/25**	**Wed 9/30/26**
3	**Task 1. Design Development (60%)**	**92 days**	**Tue 10/21/25**	**Wed 3/18/26**
4	Kickoff 60% Design	0 days	Tue 10/21/25	Tue 10/21/25
5	Survey	2 days	Tue 11/4/25	Wed 11/5/25
6	Geotechnical Investigation	2 days	Tue 11/11/25	Wed 11/12/25
7	Engineering	30 days	Thu 11/13/25	Mon 1/12/26
8	QC Progress Meeting	0 days	Mon 12/1/25	Mon 12/1/25
9	Engineering Cutoff -- Specs and Drawings	0 days	Mon 1/12/26	Mon 1/12/26
10	CAD Production	10 days	Tue 1/13/26	Tue 1/27/26
11	CAD cutoff	0 days	Tue 1/27/26	Tue 1/27/26
12	Compile	1 day	Wed 1/28/26	Wed 1/28/26
13	PM/DM Review	3 days	Thu 1/29/26	Mon 2/2/26
14	Engineering Fixup	3 days	Tue 2/3/26	Thu 2/5/26
15	CAD fixup	3 days	Fri 2/6/26	Tue 2/10/26
16	Compile	1 day	Wed 2/11/26	Wed 2/11/26
17	Internal QC Review	5 days	Thu 2/12/26	Thu 2/19/26
18	Engineering Fixup from QC review	3 days	Fri 2/20/26	Tue 2/24/26
19	CAD fixup from QC review	4 days	Wed 2/25/26	Mon 3/2/26
20	Compile 60% - Drawing and Specs	1 day	Tue 3/3/26	Tue 3/3/26
21	Deliver 60% Documents (Bluebeam)	1 day	Wed 3/4/26	Wed 3/4/26
22	City Review	10 days	Thu 3/5/26	Wed 3/18/26
23	60% Review Meeting	0 days	Wed 3/11/26	Wed 3/11/26
24	**Task 2. Contract Document Preparation (90%)**	**65 days**	**Wed 3/18/26**	**Mon 6/22/26**
25	Kickoff 90% Design	0 days	Wed 3/18/26	Wed 3/18/26
26	Engineering	24 days	Thu 3/19/26	Thu 4/23/26
27	QC Progress meeting	0 days	Wed 4/1/26	Wed 4/1/26
28	Engineering Cutoff -- Specs and Drawings	0 days	Thu 4/23/26	Thu 4/23/26
29	CAD Production	6 days	Fri 4/24/26	Fri 5/1/26
30	CAD cutoff	0 days	Fri 5/1/26	Fri 5/1/26
31	Compile	1 day	Mon 5/4/26	Mon 5/4/26
32	PM/DM Review	3 days	Tue 5/5/26	Thu 5/7/26
33	Engineering Fixup	3 days	Fri 5/8/26	Tue 5/12/26
34	CAD Fixup	3 days	Wed 5/13/26	Fri 5/15/26
35	Compile	1 day	Mon 5/18/26	Mon 5/18/26
36	Internal QC Review	4 days	Tue 5/19/26	Fri 5/22/26
37	Engineering Fixup from QC Review	3 days	Tue 5/26/26	Thu 5/28/26
38	CAD Fixup from QC Review	4 days	Fri 5/29/26	Wed 6/3/26
39	Compile 90% - Drawings and Specs	2 days	Thu 6/4/26	Fri 6/5/26
40	Deliver 90% Documents (Bluebeam)	1 day	Mon 6/8/26	Mon 6/8/26
41	City Review	10 days	Tue 6/9/26	Mon 6/22/26
42	90% Review Meeting	0 days	Mon 6/15/26	Mon 6/15/26
43	**Task 3. Incorporation of Final Review Comments (100%)**	**36 days**	**Tue 6/16/26**	**Thu 8/6/26**
44	Engineering	15 days	Tue 6/16/26	Wed 7/8/26
45	QC Progress meeting	0 days	Mon 6/22/26	Mon 6/22/26
46	Engineering Cutoff -- Drawings and Specs	0 days	Wed 7/8/26	Wed 7/8/26
47	CAD Production	5 days	Thu 7/9/26	Wed 7/15/26
48	CAD Cutoff	0 days	Wed 7/15/26	Wed 7/15/26
49	Compile	1 day	Thu 7/16/26	Thu 7/16/26
50	PM/DM Review	3 days	Fri 7/17/26	Tue 7/21/26
51	Engineering fixup	3 days	Wed 7/22/26	Fri 7/24/26
52	CAD Fixup	3 days	Mon 7/27/26	Wed 7/29/26
53	QC Backcheck	1 day	Thu 7/30/26	Thu 7/30/26
54	Compile	1 day	Fri 7/31/26	Fri 7/31/26
55	Stamp	2 days	Mon 8/3/26	Tue 8/4/26
56	Compile all drawings	1 day	Wed 8/5/26	Wed 8/5/26
57	Deliver 100% documents	1 day	Thu 8/6/26	Thu 8/6/26
58	**Task 4. Bid Phase Services**	**37 days**	**Fri 8/7/26**	**Wed 9/30/26**
59	Bid Coordination	20 days	Fri 8/7/26	Thu 9/3/26
60	Bidding	20 days	Tue 8/18/26	Wed 9/16/26
61	Pre-Bid Meeting	1 day	Tue 9/1/26	Tue 9/1/26
62	Conformed Documents	10 days	Thu 9/17/26	Wed 9/30/26



Project: Ashland HW Design - P
Date: Tue 7/22/25

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Attachment C: Level of Effort

Ashland WWTP Headworks Final Design	Project Manager Craig Massie	Design Manager Jessica Penetar	QC TBD	Process Mechanical Erika Louie	Structural Lead Jeremy Ryan	Electrical Lead Do Ngyuen	I&C Lead Jeff Cummings	Civil lead Matt Little	Corrosion Nick Okodugha	Geotech Paul Davis
2025 Rates	$250.00	$203.05	$250.00	$203.59	$250.00	$239.18	$216.90	$206.48	$186.00	$237.59
Task 1: Design Development (60%)	16	18	87	486	108	57	124	84	8	27
Task 2: Contract Document Preparation (90%)	4	4	61	150	61	80	41	48	2	10
Task 3: Incorporation of Final Review Comments (100%)	0	0	27	109	29	23	28	22	1	4
Task 4: Bid Phase Services	26	34	4	8	7	7	7	7	2	1
Task 5: Project Management and Coordination	174	174	0	0	0	0	0	0	0	0
Subtotal										
Labor Escalation 2026										
Total										

Ashland WWTP Headworks Final Design	Geotech Jithin Nair	DDL lead Paula Danko	Asst. DDL Karen Aquino	Structural CAD Holly Quinnett	Electrical CAD TBD	Proc Mech CAD Matthew Fry-Thilberg	Proc Mech CAD Milosz Wozniak	I&C CAD Jenn Boss	I&C CAD Aleksander Ziebowciz	Civil CAD TBD
2025 Rates	$171.39	$120.00	$173.69	$181.69	$124.00	$115.30	$120.00	$137.82	$120.00	$140.00
Task 1: Design Development (60%)	60	36	24	80	36	158	158	40	40	53
Task 2: Contract Document Preparation (90%)	0	32	21	38	51	49	49	13	13	29
Task 3: Incorporation of Final Review Comments (100%)	0	12	8	19	16	37	37	10	10	15
Task 4: Bid Phase Services	0	4	2	4	4	4	14	4	4	4
Task 5: Project Management and Coordination	0	0	0	0	0	0	0	0	0	0
Subtotal										
Labor Escalation 2026										
Total										

Ashland WWTP Headworks Final Design	Lead Survey	Survey Tech	Specs	Cost Estimating	Project Delivery Coord	Health and Safety	Project Controls	Jacobs Labor Hours	Jacobs Labor Dollars
	Kenny Kong	Samuel Smith	Holly Williamson	Tom Jones	Erin Dunn	Tyler Boswell	Garrett Bates		
2025 Rates	$159.80	$124.00	$141.30	$250.00	$105.42	$250.00	$151.67		
Task 1: Design Development (60%)	20	40	40	89	0	4	0	1,893	$350,866
Task 2: Contract Document Preparation (90%)	0	0	35	79	0	0	0	870	$167,890
Task 3: Incorporation of Final Review Comments (100%)	0	0	14	0	0	0	0	421	$77,073
Task 4: Bid Phase Services	0	0	4	0	12	0	0	163	$30,643
Task 5: Project Management and Coordination	0	0	0	0	87	0	24	459	$91,642
Subtotal								3,806	$718,114
Labor Escalation 2026									
Total									

Ashland WWTP Headworks Final Design	Subcontracts	Expenses	TOTAL LABOR, SUBCONTRACT & EXPENSES
2025 Rates			
Task 1: Design Development (60%)	$2,000.00	$2,800.00	
Task 2: Contract Document Preparation (90%)	$0.00	$0.00	
Task 3: Incorporation of Final Review Comments (100%)	$0.00	$0.00	
Task 4: Bid Phase Services	$0.00	$1,500.00	
Task 5: Project Management and Coordination	$0.00	$0.00	
Subtotal	$2,000	$4,300	$724,414
Labor Escalation 2026			$8,661
Total			**$733,075**

Council Business Meeting

Date: August 5, 2025

Agenda Item	Requesting approval to purchase chemicals for the water and wastewater treatment plants from the lowest bidder.
Department	Public Works
From	Michael Morrison, Deputy Director Operations

TIME ESTIMATE
Consent

CATEGORY
Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY
The Water and Wastewater Treatment Plants each require chemicals as part of the treatment process to ensure that regulatory water quality standards for both plants are met. Approval of the fiscal year 2026 public contract award for these chemicals will allow the City's Water Treatment Plant Supervisor and Wastewater Treatment Plant Supervisor to procure the chemicals required to maintain consistent treatment plant operations and meet water quality standards as required by the Oregon Health Authority (water) and the Department of Environmental Quality (wastewater). Univar Solutions is the only vendor awarded chemicals that will exceed the $250,000 threshold and require Council approval.

POLICIES, PLANS & GOALS SUPPORTED
City Council Goals:

Essential Service

1. Water
2. Wastewater
    - Continue to leverage resources to develop and/or enhance Value Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

BACKGROUND AND ADDITIONAL INFORMATION
In accordance with AMC 2.50.006, the City Council acting as the Local Contract Review Board is required to approve the award of public contract(s) resulting from a formal competitive sealed bid.

A formal competitive sealed bid "Invitation to Bid" (ITB) is facilitated either yearly or for a biennium to procure the majority of chemicals utilized at the Water and Wastewater Treatment Plants. The formal ITB is required because the total cost for these chemicals exceeds $100,000.00.

The ITB is structured to receive bids for nine (9) different chemicals required for the treatment processes from multiple vendors. Vendors can bid on any or all of the chemicals. Univar Solutions USA Inc.'s estimated contract value is $289,629.00 and will be awarded upon Council approval. The term for these public contracts will begin on July 1, 2025 and end on June 30, 2026.

The ITB was released on Oregonbuys the States procurement website on May 20, 2025 and bids were received on June 16, 2024. The City received eight (8) bids for the nine (9) different chemicals required for water and wastewater treatment.

FISCAL IMPACTS

Table 1 below shows the breakdown of chemical costs for fiscal year 2025. Chemicals are budgeted for in the current biennium and adequate funds are available. Univar Solutions USA Inc. is the only vendor which requires Council approval

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the public contract award for chemicals acquisition with Univar Solutions USA Inc.

REFERENCES & ATTACHMENTS

1. Chemical Bid Tab 852025
2. 2026 ITB Chemicals for WTP and WWTP - BID TAB
3. Invitation to Bid Treatment Plant Chemicals

		Bidder	Est. # of orders for FY 26	Cost/ Order FY26	Total Estimated Cost
Chemical #1	Aluminum Sulfate - Eco Services or Cascade Columbia (No Substitution)	Univar Solutions USA Inc.	30	$4,800.00	$144,000.00
Chemical #2	Sodium Hypochlorite 12.5%+ LOW SALT, FILTERED	Cascade Columbia Distribution Co.	13	$5,084.50	$66,098.50
Chemical #3	Cytec Superfloc C-573 Flocculant -or-Polydyne Moe 106 PWG Flocculant (No Substitution)	Univar Solutions USA Inc.	13	$3,380.00	$43,940.00
Chemical #4	Cytec Superfloc N-300 LMW Flocculant (No Substitution)	Univar Solutions USA Inc.	6	$1,444.00	$8,664.00
Chemical #5	Soda Ash, Dense, Free Flowing (Or Equivalent)	Univar Solutions USA Inc.	13	$4,725.00	$61,425.00
Chemical #6	Sodium Carbonate Peroxyhydrate, Free Flowing - ("Greenclean" Or Equivalent)	Univar Solutions USA Inc.	4	$11,280.00	$45,120.00
Chemical # 7	Sodium Hypochlorite 12.5%	Cascade Columbia Distribution Co.	6	$2,035.00	$12,210.00
Chemical # 8	Citric Acid 50%	Cascade Columbia Distribution Co.	6	$5,005.00	$30,030.00
Chemical # 9	Aluminum Sulfate	Chemtrade Chemicals US LLC	24	$7,533.00	$180,792.00

2025 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants								
Bids due by 2:00:00 PM (PST) June 16, 2025								
Firm pricing July 1, 2025 to June 30, 2026								
CHEMICAL #1 - WTP ___ Aluminum Sulfate - Eco Services or Cascade Columbia (No Substitution)	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	Chameleon Industries	No Bid	No Bid	No Bid	No Bid	Eco Services	No Bid
Number of pounds (Lbs.) per gallon in solution								
Number of dry pounds (Lbs.) per gallon Alum								
Price per dry ton								
Cost per order - 4,500 gallons								
Delivery charge per order								
Comments:		We will quote bulk truck which meets your requirements and totes. Bulk pricing and smaller trailer $691.62/ DST 0.166 wet lbs delivered in 48000 truck loads					Bulk orders $794/TN	
Price per Tote (300-330 Gal per tote)		$ 960.00					$ 800.00	
Cost per order - (6) Totes		$ 5,760.00					$ 4,800.00	
Delivery charge per order		$ -					$ -	
CHEMICAL #2 - WTP ___ Sodium Hypochlorite 12.5%+ LOW SALT, FILTERED	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	Hasa	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Number of gallons per tote		275						
Price per gallon		$ 3.70						
Cost per tote		$ 1,017.15						
Cost per load (5) totes		$ 5,087.50						
Delivery charge per order		$ -						
Comments		Confirmed no deposit						

2025 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants

Bids due by 2:00:00 PM (PST) June 16, 2025

Firm pricing July 1, 2025 to June 30, 2026

CHEMICAL #3 - WTP **Cytec Superfloc C-573 Flocculant -or- Polydyne Moe 106 PWG Flocculant (No Substitution)**	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	Polydyne	Kemira	No Bid	No Bid	No Bid	No Bid	Sterling Specialty Chemicals	No Bid
Price per pound (Lb)	$ 1.75	$ 2.40					$ 1.69	
Cost per 500 Lb drum	$ 875.00	$ 1,200.00					$ 845.00	
Cost per order - 4 each 500 lb drums	$ 3,500.00	$ 4,800.00					$ 3,380.00	
Delivery charge per order	$ -	$ -					$ -	
Comments	Alumichem will arrange freight							

CHEMICAL #4 - WTP **Cytec Superfloc N-300 LMW Flocculant (No Substitution)**	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	Kemira	No Bid	No Bid	No Bid	No Bid	Kemira Water	No Bid
Price per pound (Lb)		$ 4.21					$ 3.61	
Cost per 25kg or 55.12 Lb bag 55.12 Lb bag		$ 232.05					$ 180.50	
Cost per order - (8) bags		$ 1,856.44					$ 1,444.00	
Delivery charge per order		$ -					$ -	
Comments		Cost is for 55.12 lb bag					Minimum order 8 bags. 55.116 lbs/bag	

CHEMICAL #5 - WTP **Soda Ash, Dense, Free Flowing (Or Equivalent)**	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	Tata	No Bid	No Bid	No Bid	Thatcher	Sisecam Chemical	Genesis Alkali
Number of pounds (Lbs.) per bag		50				50	50	50
Number of bags per pallet		55				56	54	54
Price per pound (Lb)		$ 0.37				$ 0.280	$ 0.35	$ 0.84
Cost per order 270 bags (5) pallets		$ 5,087.50				$ 3,920.00	$ 4,725.00	$ 11,308.11
Delivery charge per order		$ -				$ 1,400.00	$ -	$ -
Comments		275 bags per order				Pallets contain 56 bags of 50lbs per bag. A 5 pallet order would contain 280 bags.	Cost per lb is dry lb	Delivery charge included in $/LB

2025 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants

Bids due by 2:00:00 PM (PST) June 16, 2025

Firm pricing July 1, 2025 to June 30, 2026

CHEMICAL #6 - WTP **Sodium Carbonate Peroxyhydrate, Free Flowing - ("Greenclean" Or Equivalent)**	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	GreenClean Pro	No Bid
Number of pounds (Lbs.) per bag							50	
Number of bags per pallet							40	
Price per pound (Lb)							$ 1.41	
Cost per order 160 bags (4) pallets							$ 11,280.00	
Delivery charge per order							$ -	
Comments							Cost per lb is dry lb	

CHEMICAL #7 - WWTP **Sodium Hypochlorite 12.5%**	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	Hasa	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Number of gallons per tote		275						
Price per gallon (gal)		$ 3.70						
Cost per tote		$ 1,017.50						
Cost per load/order (2) totes		$ 2,035.00						
Delivery charge per order		$ -						
Comments		Confirmed no deposit						

CHEMICAL #8 - WWTP **Citric Acid 50%**	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	Cascade Columbia Distribution Co.	No Bid	Northstar Chemical, Inc	Shannon Chemical Corporation	Two Rivers Terminal LLC	Univar Solutions USA LLC	CORECHEM Inc
Number of gallons per tote		275		270	330	275	255	275
Price per gallon (gal)		$ 9.10		$ 12.98	$ 27.17	$ 7.44	$ 9.21	$ 13.38
Cost per tote		$ 2,502.50		$ 3,504.60	$ 8,966.10	$ 2,171.60	$ 2,348.55	$ 3,680.08
Cost per load/order (2) totes		$ 5,005.00		$ 7,009.20	$ 17,932.20	$ 4,343.20	$ 4,697.10	$ 7,360.16
Delivery charge per order		$ -		$ -	$ -	$ 349.20	$ -	$ -
Comments		Confirmed no deposit		Delivered Pricing/ One-way totebins		Tote return to be arranged by city at city cost		

2025 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants								
Bids due by 2:00:00 PM (PST) June 16, 2025								
Firm pricing July 1, 2025 to June 30, 2026								
CHEMICAL #9 - WWTP Aluminum Sulfate	**Alumichem**	**Cascade Columbia Distribution Co.**	**Chemtrade Chemicals US LLC**	**Northstar Chemical, Inc**	**Shannon Chemical Corporation**	**Two Rivers Terminal LLC**	**Univar Solutions USA LLC**	**Vraid Systems LLC**
Manufacturer	No Bid	Chameleon Industries	Chemtrade Chemicals US LLC	No Bid	No Bid	No Bid	Eco Services	No Bid
Number of pounds (Lbs.) per gallon in solution		11.08	11.134				10.829	
Number of dry pounds (Lbs.) per gallon		5.3184	5.34				10.829	
Price per dry ton		$ 689.93	**$ 620.00**				$ 794.00	
Cost per order - 4,500 gallons		$ 7,740.00	**$ 7,533.00**				$ 19,346.00	
Delivery charge per order		$ -	$ -				$ -	
Comments			**For conversion purpose only, price equates to $1.674/ gallon**					

Invitation to Bid

Chemicals for use at the City of Ashland

Wastewater and Water Treatment Plants

Date of Release: Tuesday May 20, 2025

Proposals are due by: 2:00:00 PM (PST), June 16, 2025

Contracting Agency:	**City of Ashland**
Sole Point of Contact:	**Keanna Khlafallah**
Title:	**Procurement Specialist**
Address:	**City of Ashland** **20 E. Main Street** **Ashland, OR 97520**
Telephone:	**(541) 552-2290**
Fax:	**(541) 488-5311**
Email:	Keanna.khlafallah@ashlandoregon.gov

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Public Notice

Invitation to Bid

Chemicals For Use At The Water & Wastewater Treatment Plants

Proposals are due by 2:00:00 PM (PST), June 16, 2025

The City of Ashland is seeking bids for nine (9) chemicals for use at the Water and Wastewater Treatment Plants as specified in this Invitation to Bid (ITB). Bidders are encouraged to bid on any number of chemicals they can provide as specified. The City's intent is to award an individual 12-month contract for each chemical to the lowest responsive and responsible bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid. The 12-month contract term will begin on July 1, 2025, and end on June 30, 2026.

Bid documents may be downloaded from the OregonBuys web procurement system. Any addenda that may be issued relating to this ITB will be available from OregonBuys, and potential bidders are cautioned to continuously monitor the site for updates and addenda.

Bidders are now able to submit their bids and/or responses online. Bids may also be delivered in hard copy form to the City in accordance with the requirements outlined in the ITB.

All questions must be asked through OregonBuys where questions and answers will be available to all bidders.

Bids must be received by **2:00:00 PM (PST), June 16, 2025,** either digitally by submission through OregonBuys or mailed to 20 E. Main Street, Ashland OR 97520. The bids will be opened at the time and date of the deadline**,** and the City will record and make available the identities of the bidders. Bids will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

Keanna Khlafallah
Procurement Specialist
City of Ashland, Oregon
Keanna.khlafallah@ashlandoregon.gov

Published: Monday, May 20, 2025

Invitation to Bid

Invitation to Bid

Chemicals For Use at the Water & Wastewater Treatment Plants

Proposals are due by 2:00:00 PM (PST), June 16, 2025

The City of Ashland ("City") is accepting bids for the purchase of **chemicals for use at the Water & Wastewater treatment plants** further referred to in this Invitation to Bid as "goods and services". All bids shall be subject to the following conditions:

1. Time and Place for Receiving Bids: Bids must be received by the Purchasing Specialist by 2:00:00 PM (PST), June 16, 2025. Bids may be submitted digitally through OregonBuys or delivered to 2245 Ashland Street, Ashland OR, 97520. Please call 541.552.2009 prior to arriving as the doors may be locked. The bids will be opened at the time and date of the deadline, and the City will record and make available the identities of the bidders. Bids will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

   Bids must be identified as the title of the digital submission or on the outside of the envelope as follows:

   - Purchase of Chemicals for WWTP & WTP June 16, 2025

2. Schedule: In compliance with OAR 137-047-0255(2)(c)(A), the solicitation schedule is as follows:

Activity	Date
Invitation to Bid Release	May 20, 2025
1st Public Notice	May 20, 2025
Deadline for submitting questions and requests for additional information	June 11, 2025
ITB Protest Period Ends	June 27, 2025
Bid Due Date – Late bids will not be accepted	June 16, 2025
Evaluation Process	June 17 – June 20, 2025
Contract Recommendation	Upon completion of evaluation process
Notice of Intent to Award	At least seven (7) days before the award of a public contract (allows for a 7-day protest period)
Contract Recommendation Presented to City Council for approval if needed	July 15, 2025
Public Contract Award	Upon Council approval and at least seven (7) days after the Notice of Intent to Award has been released
Contract Term	July 1, 2025, to June 30, 2026

Any changes made to the closing date of the Invitation to Bid will be made in the form of a written addendum and posted online.

3. Purchasing Specialist: The City of Ashland. Purchasing Specialist, Keanna Khlafallah, is the sole point of contact for this solicitation. All requests, questions, inquiries, and correspondence pertaining to this bid should be directed to the Purchasing Specialist via the solicitation on OregonBuys.

4. Protests: Any prospective bidder who contends that the provisions of the contract documents or that the procurement process is contrary to law or that this solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name, must submit a written protest with the Purchasing Specialist at least ten (10) days prior to the date on which the bids are due. Failure to file a protest will be deemed a waiver of any claim by a bidder or prospective bidder that the procurement process violates any provision of ORS subchapters 279A and 279B or the City's Public Contracts rules found in Section 2.50 of the Ashland Municipal Code. If protests or inquiries or comments by bidders raise issues that require clarification by the City, addenda will be issued by the Purchasing Specialist.

5. Disclaimer of Responsibility. The City will not be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from, the contract documents, or be in doubt as to their meaning, such bidder shall notify the person designated in paragraph 2. Any and all such revisions made to the specifications in the Invitation to Bid, will only be made in the form of written addenda which, if issued, will be made available to all prospective bidders on OregonBuys not less than 72 hours before the closing time unless the addenda also extends closing. All addenda so issued shall be considered by the bidder in preparing the bid, shall be submitted with the bid and shall become a part of the contract documents.

6. Specifications: Specifications for the goods and services are included in the Invitation to Bid. Any deviations from the specifications shall be identified in the bid utilizing the method outlined in paragraph GC17 of the general conditions/specification documents. Reference to brand names in the specifications are utilized to describe the type and quality of item required. Bidders are not limited to the brand specified but may submit any brand of equivalent type and quality. Any deviations from the specifications, however, shall be identified in the bid, and City reserves the right to reject a bid on the basis of deviations or brands which are not equivalent in type or quality.

7. General Conditions: The City's general conditions for purchase of goods and services are attached to and incorporated in this Invitation to Bid. Any bid that attempts to modify or abrogate any of the general conditions including, but not limited to, provisions on warranties may be rejected as nonresponsive.

8. Addenda: If it becomes necessary to revise any part of the bid documents, written addenda will be provided and posted on OregonBuys. Receipt of an addendum by a bidder must be acknowledged by signing and returning the document with the bid form.

   8.1. Bidders shall complete the bid forms provided by the City. All pages of the bid forms must be left in proper sequence. Bids may be rejected as nonresponsive if they are altered, incomplete, conditional, or otherwise irregular.

   8.2. If the bid is submitted by a partnership, it must be signed by a partner. If the bid is submitted by a corporation, it must be signed by a corporate officer and be accompanied by proof of authority to sign.

   8.3. The bid must include **Exhibit B**, a statement on whether or not the bidder is a resident bidder as defined in ORS 279A.120(1). "Resident bidder" means a bidder who has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the

bid, has a business address in this state and has stated on the bid that the bidder is a "resident bidder". The Certificate of Compliance statement included with this Invitation to Bid is required to be signed and will satisfy this requirement.

9. Requirements of Contract Documents: Each bidder must examine the general conditions, specifications and other contract documents and take such other reasonable and prudent actions that the bidder deems necessary to ascertain the requirements of the contract documents. A bidder shall not at any time, after submission of its bid, assert that there was any misunderstanding concerning the nature, quality or description of the goods and services to be supplied.

10. Withdrawal of Bids: Any bid may be withdrawn at any time prior to the time set for opening bids, by providing a written request for withdrawal of the bid to the Purchasing Specialist. The request shall be executed by the bidder or a duly authorized Specialist. All bids shall be irrevocable for a period of 60 days from the day of opening.

11. Acceptance of Bid: The City may reject any bid if the City determines that the bidder has an interest in more than one bid; there is collusion between bidders; the bid is not responsive; the bid is not in compliance with the terms of the contract documents and all applicable public bidding laws, rules and ordinances; or the bidder is not qualified to provide the goods and services covered by the contract documents.

    11.1. Pursuant to ORS 279A.120(2)(b), to determine the lowest responsive bid, the City will add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

    11.2. Terms or discounts which are conditioned upon payment within a certain time will not be considered for the purposes of comparison of bids.

    11.3. Pursuant to ORS 279A.120(2)(a), the City shall give preference to goods and services manufactured or produced in Oregon if price, availability, and quality are otherwise equal.

    11.4. Pursuant to ORS 279B.055(2)(f), contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this Invitation to Bid.

    11.5. Pursuant to ORS 279A.125, the City shall give preference to goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non recycled product; and the recycled products costs do not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the City.

    11.6. Pursuant to ORS 282.210, all printing, binding, and stationery work done for the City shall be performed within the State of Oregon.

    11.7. Pursuant to ORS 279B.060(2)(g), if required under ORS 468A.710, the contractor or subcontractor is required to possess an asbestos abatement license.

11.8. Pursuant to ORS 279B.100, the City reserves the right to cancel or reject any or all bids if the City finds that it is in the public interest to do so without liability to any bidder for any loss or expense caused or resulting from the cancellation or rejection of a bid or award.

12. Award of Contract. If the City awards a contract, the City shall award the contract to the lowest responsible and responsive bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements. A multiple award may be made if an award to two or more bidders of similar goods and services is necessary for adequate availability, delivery, service, or product compatibility. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor pursuant to ORS 279A.215.

12.1. Responsive Bid: A bid that fully conforms in all material respects to the Invitation to Bid and all its requirements, including all form and substance. "Responsiveness" refers to the offer.

12.2. Responsible Bid: A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract as described in ORS 279B.110. "Responsibility" refers to the offeror.

13. City Reserves the Right to Reject. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so, in accordance with ORS 279B.100. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules.

General Conditions For Purchase Of Goods And Services

1. Contract Documents: The contract documents are complementary. A requirement in one of the contract documents is as binding as though occurring in all. In the event of any inconsistency in the terms of the contract documents the following order of precedence shall govern unless otherwise stated:

    1. Specifications
    2. These general conditions
    3. Invitation to Bid/Contract
    4. The bid.

The apparent silence of the contract documents as to any detail shall be regarded as meaning that only the best practice is to prevail and that only goods and services of the highest quality are to be provided by the bidder.

2. New Goods and Materials: All goods and materials shall be new unless otherwise specified in the special provisions or specifications.

3. Payment: Payment shall be made by the City within thirty days after the City has inspected the goods or has had a reasonable opportunity to do so. The City may reserve payment until all goods and services are received.

4. Risk of Loss: Bidder shall have the risk of loss until the goods and services have been delivered to the City's facility and are approved after inspection by the City.

5. Inspection: Goods and services furnished under this contract shall be subject to inspection and testing by the City at times and places determined by the City. If City determines that the goods and services are not in compliance with the specifications, City may reject the goods and services and require Bidder to either cure defects or make an equitable price reduction. If Bidder refuses to cure defects within a time deemed reasonable by City, City may cancel the contract or enforce City's remedies for default. Nothing in this provision shall impair the City's rights to enforce warranties, revoke acceptance of the goods and services or enforce any other remedies under ORS Chapter 72.

6. Safety and Health Requirements: Goods and services shall comply with all federal Occupational Health and Safety (OSHA) requirements and with all Oregon safety and health statutes and administrative rules including, but not limited to, those of the Workers' Compensation Department.

    All "Safety Data Sheets" (SDS) for hazardous chemicals that are subject to OAR 437-004-9800(6) shall be submitted to the City before the chemicals are delivered.

7. Taxes: City generally is not subject to taxation. The Bidder shall be responsible for paying all taxes on the sale of the goods and services, except fuel taxes included in the bid price.

8. Compliance with Law: This agreement will be governed by and construed in accordance with the laws of the State of Oregon. Each party agrees that it will perform its obligations hereunder in accordance with all applicable state, federal and local laws, rules, and regulations now, or hereafter in effect. Bidder shall comply with applicable provisions of ORS 279C.505, 279C.515, 279C.520 and 279C.530. Bidder is a "subject

employer" as defined in ORS 656.005. Bidder shall comply with all applicable workers' compensation laws including, but not limited to, ORS 656.017.

9. Patented Goods and services: Bidder shall defend, indemnify and hold City harmless from any claims for infringement of patent arising out of City's use of the goods and services.

10. Severability: If any provision of the contract documents shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract documents. The contract documents shall be construed as if such invalid or unenforceable provision had never been included.

11. No Waiver: No provision of the contract documents shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived its rights. Any waiver of a breach by any party, whether expressed or implied, shall not constitute waiver of any other different or subsequent breach.

12. Successors: The successors, assigns and legal specialists of Bidder and City shall be subject to all provisions of the contact documents. The Bidder shall not assign the Bidder's rights or obligations under this agreement without prior written consent of the City.

13. Indemnification: Bidder shall defend, indemnify and save City, its agents, and employees harmless from any and all losses, claims, actions, costs, or other damages resulting from injury to any person or damage to property, of whatsoever nature arising out of or incident to the performance of this agreement by Bidder or defects in the goods and services. The Bidder shall not be held responsible for any losses, claims, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of the City.

14. Notices: Any notice required to be given under this contract, or any notice required to be given by law, shall be in writing and shall be given by personal delivery or by registered or certified mail, to Bidder at the address stated in the bid form or to City at the address of the Purchasing Specialist stated in the Invitation to Bid.

15. Entire Agreement: The contract documents are the entire, final, and complete agreement of the parties and supersede all prior and existing written or oral understandings except as otherwise continued in effect by the terms of the contract documents. No modification of the contract documents shall be valid unless in writing and signed by the parties.

16. Acceptance of Specifications: Bidders must satisfy themselves by personal examination of the specifications and by such other means as they prefer, as to the actual conditions and requirements of the specifications and shall not at any time, after submission of the bid, dispute, complaint, or assert that there was any misunderstanding in regard to the nature, quality or description of the item to be supplied. The bidder must submit with its bid a statement accepting each and every specification or accepting each and every specification not otherwise accepted under paragraph 17 of this section.

17. Exceptions: The bidder may take exception to any standard of these specifications. The prospective bidder who cannot meet each and every requirement of the specifications need not be considered unqualified to submit a bid. By taking exceptions and clearly stating them, in writing, on a separate sheet of paper headed "EXCEPTIONS", and by offering alternatives to replace excepted requirements, a bidder may still compete in the process.

Specifications For Purchase Of Goods And Services

1. Acceptance: Bidders must satisfy themselves by personal examination of the specifications and special provisions, and by such other means as they prefer, as to the actual conditions and requirements of the specifications and special provisions of the contract documents, and shall not at any time, after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature, quality or description of the item to be supplied.

2. Exceptions: The bidder may take exception to any standard of this specification. The prospective bidder who cannot meet each and every requirement of the specifications need not be considered unqualified to submit a bid. By taking exceptions and clearly stating them, in writing, on a separate sheet of paper headed "EXCEPTIONS", and by offering alternatives to replace excepted requirements, a bidder may still compete in the process.

3. Specifications: The specifications for the goods and services to be supplied are attached to this document.

Bid Information
Chemicals for the Water & Wastewater Treatment Plants

Specifications

The City of Ashland, and its Wastewater Treatment Plant (WWTP) and Water Treatment Plant (WTP) are requesting bids for a total of nine (9) chemicals as individually specified. Six (6) of the chemicals are required by the WTP, and three (3) of the chemicals are required by the WWTP. Bidders are encouraged to submit bids for any number of individual chemicals they are able to provide as specified.

Six (6) of the chemicals will allow for substitutions or equivalents as specified. The remaining three (3) chemicals are manufacturer/brand specific and specified as "No Substitution" due to the strict standards of maintaining quality control and meeting permit requirements. Even though a chemical is specified as "No Substitution", oftentimes there are multiple resellers.

Substitutions "or equivalents" for the specified quality and quantity of the individual chemicals will receive full consideration, provided the substitutions are appropriate for the application, and they are of equal quality and quantity. The City reserves the right to reject a bid if the item being provided as a substitution is determined by the City to not be of equal quality and quantity and/or to not be appropriate for the application.

The following general specifications apply to ALL the specified chemicals.

Bids

Pricing shall be submitted in such a way as to show the breakdown of all applicable and related costs for each individual chemical. Costs not included in the bid will be subject to non-payment by the City of Ashland. Bids shall be submitted directly on the spec/cost sheets included in this Invitation to Bid.

The Bid Form attached as Exhibit A is required to be completed, signed, and included with the bid being submitted in response to this Invitation to Bid.

Contract

The City's intent is to award an individual 12-month contract for each chemical to the lowest responsive and responsible bidder for a term beginning July 1, 2025, and ending June 30, 2026.

The successful bidder(s) will be required to meet the highest standards prevalent in the industry, promptly execute a contract, agree to provide the chemicals as specified and submit the required proof of insurance.

The Certificate of Compliance statement attached as Exhibit B is required to be signed and included with the bid being submitted in response to this Invitation to Bid.

The City's Contract for Goods and Services is attached as Exhibit C for your review.

Purchase Orders

Purchase orders will be issued individually for each chemical for the 12-month contract term.

Orders

Orders for chemicals for the WTP will be placed by the Water Treatment Plant Supervisor and chemicals for the WWTP will be placed by WWTP personnel. Suppliers shall provide order confirmations within 24 hours after receipt of order.

Deliveries shall arrive within seven (7) days after receipt of order, except for routine scheduled deliveries and/or an emergency order, which will be coordinated by the WTP, Water Treatment Plant Supervisor or WWTP personnel.

Orders may be cancelled at the discretion of the City's WTP or WWTP staff with twenty-four (24) hour notice.

Delivery Requirements

Each chemical will be delivered FOB ASHLAND (mandatory/no exceptions).

WTP

The delivery location for the Sodium Hypochlorite, Soda Ash and Alum is directly at the WTP (above Lithia Park) – no exceptions. There is limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed.

The delivery location for the remaining chemicals specified for the WTP, is preferred directly at the WTP; however, an acceptable secondary location is the City of Ashland, Service Center, located at 90 N. Mountain Avenue, Ashland, OR 97520.

Deliveries for the WTP shall be arranged to arrive before 12:00 PM (PST), Monday-Friday. WTP/Sodium Hypochlorite shall be delivered to the WTP no later than 11:00 AM (PST).

WWTP

All chemicals ordered for the WWTP will be delivered directly to the WWTP located at 1195 Oak Street, Ashland, Oregon. Forklift available upon request.

WWTP has slightly limited access and tight turns. The driver will need to make a 3 point turn to turn around and exit. Accessibility will need to be verified and confirmed. Large sleeper cabs with 53' trailers cannot make the tight turns located within facility.

Deliveries for the WWTP shall be arranged to arrive between 6:00 AM and 12:00 PM (PST), Monday-Friday, at the WWTP.

Safety Data Sheets

The City of Ashland must retain the most current SDS (Safety Data Sheets) for all chemicals. If revisions or updates are made to any SDS the City of Ashland requires that these are sent (email will suffice) when corresponding chemical is shipped. All new contracts must begin with SDS's for all chemicals being sent before first delivery.

Bid Specifications and Bid Tables

The following chemicals are to be provided and delivered as specified. The quantities being provided are the best estimates available at this time. Bidders to provide the information being requested on the individual chemical spec/cost sheets. Supplemental information may be submitted separately with the bid documents.

Due to the strict standards of maintaining consistent water quality at the WTP, the City will not accept substitutions and/or equivalents for Chemical #3: CYTEC Superfloc N-300 LMW Flocculant. The only catonic polymer coagulant aids approved for Chemical #2 are CYTEC Superfloc C-573 Flocculant and Polydyne MOE 106 PWG Flocculant.

Chemical #1: WTP (Water Treatment Plant)

ALUMINUM SULFATE – ECO SERVICES -OR- CASCADE COLUMBIA (No Substitutions)
Aluminum Sulfate must meet the following specifications:

1. Percent Concentration Commercial Alum – Approximately 48%
2. Total soluble AL2O3 – 8.3%.
3. Must meet A.W.W.A. specifications for potable water.
4. Estimated annual usage – 650,000+/- Lbs. (58,500 Gallons) per year.
5. Currently, an order is placed on average for 4,500 + gallons, thirteen (13) +/- orders per year.
6. Delivery will be required directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed.
7. Bids must be in the form of dollars per dry ton.

Manufacturer	Chameleon Industries
Comments	We will quote bulk truck which meets your requirements and totes(bulk listed below this section)
Firm pricing for term July 1, 2025 – June 30, 2026	
Price per Tote (300-330 gallons per tote) :	$960.00/ tote
Cost per order – (6) Totes:	$5,760.00/ order
Total cost per delivery including freight and tote removal:	Delivery included

Bulk pricing in smaller trailer we have used in the past.
$691.62/ DST ($.166/ wet lbs.)
Delivered in 48,000 wet lbs. truckloads

Chemical #2: WTP (Water Treatment Plant)

SODIUM HYPOCHLORITE 12.5%+, LOW SALT, FILTERED

Sodium Hypochlorite 12.5%, Low Salt, Filtered must meet the following specifications:

Sodium Hypochlorite must be filtered to 2-3 microns.

A Certificate of Analysis from each manufactured batch shall accompany each shipment of Sodium Hypochlorite. These batch analyses shall include but are not limited to the following: 1) Product Name, 2) Batch Identification, 3) Specific Gravity, 4) % Sodium Hypochlorite by weight, 5)% Excess Caustic by weight, 6) Vacuum Filter Test Time, 7) Date of batch.

Purchaser will be performing a "Suspended Solids Quality Test for Bleach Using Vacuum Filtration" method as described at http://www.powellfab.com/technical_information/preview/suspended_solids_test.aspx.

A 1000 ml sample must go through a 47mm, 8 µ filter (Millipore - #AAWP04700) in less than three (3) minutes +/- 10%, using a vacuum pump that produces between 22 and 25 inches of vacuum. PSI should be -22 to -25. (Gordon, Dr. Gilbert, "Strategies for Meeting Hypochlorite Specifications in the Drinking Water Industry", Powell Fabrication) Purchaser can refuse delivery of any product which requires more than three minutes filtration time in this test.

1. Must meet A.W.W.A. specifications for potable water.
2. Estimated annual usage – July through June – 19,800 Gallons.
3. Currently an order is placed for five (5) totes @ 300-330 gallons per tote, thirteen (13 +/- orders per year.
4. Delivery will be required directly to the City of Ashland, Water Treatment Plant (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed. No exception.
5. No Tote Deposit. Delivered by tote and pumped immediately into tanks at time of delivery. Empty totes are then immediately available to be returned on an empty delivery truck.
6. Deliver in 300–330gallon totes.
7. Labeling must include NSF certification symbols on product containers.
8. Bids must be in the form of dollars per gallon.

Manufacturer	Hasa
Number of gallons per tote	275 gallons
<u>Firm pricing for term July 1, 2025 – June 30, 2026</u>	
Price per gallon	$3.70/ gallon
Cost per tote	$1017.15/ tote
Cost per load/order - (5) Totes	$5087.50/ order
Delivery charge per order	Delivery is included
Comments:	Refundable deposit $400/ tote

Chemical #3: WTP (Water Treatment Plant)

CYTEC SUPERFLOC C-573 FLOCCULANT –OR- POLYDYNE MOE 106 PWG FLOCCULANT (No Substitution)
Cytec Superfloc C-573 Flocculant or Polydyne MOE 106 PWG Flocculant must meet the following specifications:

1. Must meet A.W.W.A. specifications for potable water.
2. Estimated annual usage – July through June – 24 drums, 500 Lbs. per drum (12,000 Lbs.).
3. Currently an order is placed for four (4) drums every six (6) weeks on average year- round, nine (9) +/- orders per year.
4. Prefer delivery directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed. An acceptable secondary delivery location is the City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, Oregon, 97520. A forklift can be provided by the City.
5. Deliver 500 Lb. drums, four (4) drums per pallet, on jackable pallets.
6. Bids must be in the form of dollars per pound (Lb.).
7. Labeling must include NSF certification symbols on product containers.

Manufacturer	Kemira
Firm pricing for term July 1, 2025 – June 30, 2026	
Price per pound (Lb.)	$2.40/ lbs.
Cost per 500 Lb. drum	$1,200.00/ Drum
Cost per order – (4) each 500 lb. drums	$4,800/ order
Delivery charge per order	Delivery is included
Comments	

Chemical #4: WTP (Water Treatment Plant)

CYTEC SUPERFLOC N-300 LMW FLOCCULANT (No Substitution)

Cytec Superfloc N-300 LMW Flocculant must meet the following specifications:

1. Must meet A.W.W.A. specifications for potable water.
2. Estimated annual usage – July through June – 24 bags, 25 kg, or 55.12 Lbs. per bag (1,322.88 Lbs.).
3. Currently an order is placed for eight (8) bags every sixteen (16) weeks on average year-round, six (6) +/- orders per year.
4. Prefer delivery directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed. An acceptable secondary delivery location is the City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, Oregon, 97520. A forklift can be provided by the City.
5. Deliver eight (8) bags per pallet, 25 kg, or 55.12 Lb. per bag, on pallet jackable pallets.
6. Bids must be in the form of dollars per pound (Lb.).
7. Labeling must include NSF certification symbols on product container.

Manufacturer	Kemira
Firm pricing for term July 1, 2025 – June 30, 2026	
Price per pound (Lb.)	$4.21/ lbs.
Cost per 25 kg or 55.12 Lb. bag	
55.12 **lb. bag**	$232.05/ bag
Cost per order – (8) bags	$1,856.44/ order
Delivery charge per order	Delivery is included
Comments	

Chemical #5: WTP (Water Treatment Plant)

SODA ASH, DENSE, FREE FLOWING

Soda Ash, Dense, Free Flowing must meet the following specifications:

1. Must meet A.W.W.A. specifications for potable water.
2. Must meet ANSI/NSF-60 specifications for potable water.
3. Estimated annual usage – July through June – 2,800 bags, 50 Lbs. per bag, (48 pallets/140,000 Lbs.).
4. Currently an order is placed for 270 bags, (5) pallets, 54 bags per pallet, 50 Lbs. per bag, every 3 to 4 weeks on average year-round, thirteen (13) +/- orders per year.
5. Delivery required directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed.
6. Deliver 54 bags per pallet, 50 Lbs. per bag, on pallet jackable pallets.
7. Labeling must include NSF certification symbols on product containers.
8. Bids must be in the form of dollars per pound (Lb.).

Manufacturer	Tata
Number of pounds (lbs.) per bag	50 lbs./ bag
Number of bags per pallet	55 bags/ pallet
Firm pricing for term July 1, 2025 – June 30, 2026	
Price per pound (lb.)	$.37/ lbs.
Cost per order	
270 bags, (5) pallets (275 bags/ order)	$5,087.50/ order
Delivery charge per order	Delivery included
Comments:	

Chemical #6: WTP (Water Treatment Plant)

SODIUM CARBONATE PEROXYHYDRATE, FREE FLOWING "GREENCLEAN" Or Equivalent
Granular Algaecide / Fungicide, Free Flowing must meet the following specifications:

1. The primary ingredient must be greater than or equal to 85% of the product.
2. Must meet State and Federal aquatic use requirements.
3. **Product must be packaged in moisture proof plastic sacks.** (Mandatory for storage purposes.)
4. Estimated annual usage is dependent on algae blooms – June through October – 360 bags, 50 Lbs. per bag, (10.5 pallets/18,000 Lbs.).
5. 5) Currently an order is placed for 160 bags, (4) pallets, 40 bags per pallet, 50 Lbs. per bag, every 3 to 4 weeks on average in summer months.
6. 6) Deliver to the City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, Oregon, 97520. The City can provide a forklift.
7. 7) Deliver 40 bags per pallet, 50 Lbs. per bag, on pallet jackable pallets.
8. 8) Bids must be in the form of dollars per pound (Lb.).
9. 9) City reserves the right to **not** purchase the product due to lack of algae blooms.
10. 10) Typical treatment: 6,000+ Lbs., 1-5 times per year.

Manufacturer	No bid
Number of pounds (lbs.) per bag	No bid
Number of bags per pallet	No bid
Firm pricing for term July 1, 2025 – June 30, 2026	
Price per pound (lb.)	No bid
Cost per order	
160 bags, (4) pallets	No bid
Delivery charge per order	
Comments:	

Chemical #7: WWTP (Wastewater Treatment Plant)

SODIUM HYPOCHLORITE 12.5%

Sodium Hypochlorite 12.5% must meet the following specifications:

1. Estimated usage – July through June – (6-12) Totes, 275-330 gallons per tote, 3,960 gallons (if 330 gal/tote).
2. Currently an order is placed for 2-3 totes per order.
3. Deliver to the City of Ashland, Wastewater Treatment Plant, located at 1195 Oak Street, Ashland, Oregon. Totes need only to be dropped off at WWTP, no pumping is required. The City can provide a forklift.
4. Accessibility will need to be verified and confirmed. Sleeper Cab with 53' trailers do not fit within the facility.
5. Bids must be in the form of dollars per gallon.
6. No tote deposits.
7. Empty totes to be returned to the sender when new totes arrive at facility.

Manufacturer	Hasa
Number of gallons per tote	275 gallons/ tote
<u>Firm pricing for term July 1, 2025 – June 30, 2026</u>	
Price per gallon	$3.70/ gal.
Cost per tote	$1017.50/ tote
Cost per load/order - (2) Totes	$2,035.00/ order
Delivery charge per order	Delivery included
Comments:	Refundable deposit of $400/ tote

Chemical #8: WWTP (Wastewater Treatment Plant)

Citric Acid 50%

Citric Acid 50% must meet the following specifications:

1. Estimated usage – July through June – (6-12) Totes, 275-330 gallons per tote, 3,960 gallons (if 330 gal/tote).
2. Currently an order is placed for 2-3 totes per order.
3. Deliver to the City of Ashland, Wastewater Treatment Plant, located at 1195 Oak Street, Ashland, Oregon. Totes need only to be dropped off at WWTP, no pumping is required. The City can provide a forklift.
4. Accessibility will need to be verified and confirmed. Sleeper Cab with 53' trailers do not fit within the facility.
5. Bids must be in the form of dollars per gallon.
6. No tote deposits.
7. Empty totes to be returned to the sender when new totes arrive at facility.

Manufacturer	Cascade Columbia Distribution Co.
Number of gallons per tote	275 gallons/ tote
Firm pricing for term July 1, 2025 – June 30, 2026	
Price per gallon	$9.10/ gallon
Cost per tote	$2,502.50/ tote
Cost per load/order - (2) Totes	$5,005.00/ order
Delivery charge per order	Delivery Included
Comments:	Refundable Deposit of $400/ tote

Chemical #9: WWTP (Wastewater Treatment Plant)

ALUMINUM SULFATE (4,500 Gallon delivery pumped into 6,000-gallon tank)
Aluminum Sulfate must meet the following specifications:

1. Percent Concentration Commercial Alum – Approximately 48.8%
2. Total soluble AL2O3 – 8.3%.
3. Must meet A.W.W.A. specifications.
4. Estimated annual usage – April through November - 90,000-110,000 gallons.
5. Currently, an order is placed for 4,000 - 4,500 gallons every two (2) weeks during the months of April through November. During the months of December through March an order will be placed once or twice a month. (20-24 orders per year)
6. Accessibility will need to be verified and confirmed. Sleeper Cab with 53' trailers do not fit within facility
7. Bids must be in the form of dollars per dry ton.
8. Deliver to the City of Ashland, Wastewater Treatment Plant, located at 1195 Oak Street, Ashland, Oregon. The delivery tank truck must be equipped with all proper hoses and equipment for unloading 4,500 gallons into the City's 6,000-gallon tank, to include its own air supply, and ability to connect to a 2" male camlock fitting.

Manufacturer	Chameleon Industries
Number of lbs. per gallon in solution	11.08 lbs./ gal.
Number of dry lbs. per gallon Alum	5.3184 dry lbs./ gal.
Firm pricing for term July 1, 2025 – June 30, 2026	
Price per dry ton	$689.93/ Dry Ton ($1.72/ gal.)
Cost per order	
4,500 gallons	$7,740.00/ truck load
Delivery charge per order	Delivery is included
Comments:	

Evaluation Process

This Invitation to Bid allows multiple contracts to be awarded; one for each individual chemical to the lowest responsible bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements.

The City's intent is to award individual 12-month contracts for each chemical to the lowest responsive and responsible bidder for a term beginning July 1, 2025, and ending June 30, 2026.

The City of Ashland may reject any bid not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the City may reject for good cause any or all bids upon the City's findings that it is in the best interest of the City of Ashland.

If needed, the contract recommendations will be presented to the City Council, acting as the Local Contract Review Board, for final approval on July 15, 2025.

EXHIBIT A: Bid Form

City of Ashland
20 E Main Street
Ashland, Oregon 97520
(541) 552.2290
FAX (541) 488-5311

I, the undersigned, an authorized representative of the bidder whose name is:

Company name: Newco Inc. dba Cascade Columbia Distribution Co.

Address: 6900 Fox Ave. S.

City, State & Zip: Seattle, WA 98108

Telephone: (206) 282-6334 Email: lancej@cascadecolumbia.com

have read and thoroughly understand the contract documents including the Invitation to Bid, general conditions, special conditions, specifications, and all other conditions of the Invitation to Bid issued by the City of Ashland for **CHEMICALS FOR USE AT THE WATER & WASTEWATER TREATMENT PLANTS.**

Acting on behalf of my firm which is listed above, I do attest that the goods and services offered by this firm meets the City's specifications in every respect except those described on the attached list of exceptions, and that all exceptions are equal to, or better than, the goods and services specified.

Barring circumstances beyond our control, we agree to deliver chemical(s) as specified after receipt of order.

This bid is set forth as follows: (Note: Pricing and information shall be provided as requested and required on the individual specification sheets for each chemical.)

☒ I have attached to this bid a copy of all the bid documents issued by the City of Ashland for this bid.

Corporate Officer:

By: _____
Signature

Lance Jones
Print Name

Title: Municipal Contracts Manager

Date: 6/12/2025

EXHIBIT B: Certificate of Compliance

Residency Statement:
In compliance with ORS 279B.060(10), each bid must contain a statement as to whether the bidder is a "Resident bidder". This is defined by ORS 279A.120: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

__X___ Yes, I certify that I am a "Resident bidder" as defined by ORS 279A.120.

_____ No, I certify that I am not a "Resident bidder" as defined by ORS 279A.120.

I am domiciled in the State of _____ (Indicate State)

Compliance with Oregon Tax Laws:
In compliance with OAR 137-047-0255(2)(c)(C)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:
In compliance with ORS 279A.110(4), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of contractor in this matter, and to the best of my knowledge the contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Bidder is not in violation of any Discrimination Laws.

Corporate Officer:

By:_____
Signature

Lance Jones
Print Name

Title: Municipal Contracts Manager

Date: 6/12/2025

Goods and Services Agreement

City Information		Contractor Information	
City of Ashland		Firm Name:	_____
Attn:	_____	Contact:	_____
20 East Main Street		Address:	_____
Ashland, Oregon 97520			_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____

Contract Summary

Procurement Method: _____

Completion Date: _____

Contract Amount: Enter $ amount Spell out Amount

Description of Services: _____

Supporting Documents: _____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

This Goods and Services Agreement (hereinafter “Agreement”) is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and the Contractor listed under Contractor Information above, (hereinafter “Contractor”), for the services listed under Description of Services and the Supporting Documents as noted in the Contract Summary above.

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents. In the event of conflict between provisions of the Supporting Documents, the Supporting Documents shall be given precedence in the order listed above. The Contractor's initials [_____] herein signify acknowledgment and agreement to this provision, if applicable, or if not sign “N/A”.

The goods and services defined and described in the Supporting Documents shall hereinafter be collectively referred to as “Work.”

1. Term and Termination

1.1. **Term.** This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date") and shall continue in full force and effect until the Completion Date indicated in the Contract Summary on page one of this Agreement unless sooner terminated as provided in Subsection 1.2.

1.1. Time is of the essence. Time is of the essence for Contractor's performance of each and every obligation and duty under this Agreement. City, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this Agreement if Contractor fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

1.2. **Termination**

1.2.1. The City and Contractor may terminate this Agreement by mutual agreement at any time.

1.2.2. The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

1.2.3. Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

2. Compensation

2.1. City shall pay Contractor the sum listed as the "Contract Amount" in the Contract Summary on page one of this Agreement as provided herein as full compensation for the Work as specified in the supporting documents.

2.2. In no event shall Contractor's total of all compensation and reimbursement under this Agreement exceed the "Contract Amount" listed in the Contract Summary without express, written approval from the appropriate Department Head or City Manager. Contractor acknowledges that any work delivered, or expenses incurred without authorization as provided herein is done at Contractor's own risk and as a volunteer without expectation of compensation or reimbursement.

3. Contractor's Obligations

3.1. **Performance.** Provide the goods or services as set forth in the Supporting Documents attached hereto and, by this reference, incorporated herein.

3.2. **Nondiscrimination.** Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

3.3. **Subcontractor Notification.** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractors of the Contractor's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

3.4. **Living Wage Requirements.** If the amount of this Agreement is $26,429.65 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

4. Contractor's Compliance with Tax Laws

4.1. Contractor represents and warrants to the City that:

4.1.1. Contractor shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and
- Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

4.1.2. Contractor further certifies that contractor is not in violation of any Oregon tax laws referenced in ORS 305.380(4).

4.2. **Tax Compliance Breach.** Contractor's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

5. **Insurance.** Contractor shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall include:

5.1. **Commercial general liability** -- with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence and $3,000,000 (three million dollars) in the aggregate for Bodily Injury and Property Damage.

5.2. **Commercial Automobile Liability** -- with a combined single limit, or the equivalent of not less than $2,000,000 (two million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles.

5.3. **Additional forms**: _____ (See Attached)

5.4. **Worker's Compensation.** Contractor shall, at its own expense, maintain Worker's Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all of its subject workers. As evidence of the insurance required by this Agreement, the Contractor shall furnish an acceptable insurance certificate prior to commencing any Work with limits not less than $500,000.

5.4.1. Workers' Compensation Exemption: If applicable, Contractor affirms and certifies that it is exempt from providing Workers' Compensation per ORS 656.027.

Exemption criteria: Click or tap here to enter text.

Contractor initials if exempt: _____ Date: _____

6. **Additional Insured/Certificates of Insurance.** The Contractor shall name the City of Ashland, Oregon, along with its elected officials, officers, and employees, as Additional Insureds on all insurance policies (excluding Professional Liability and Workers' Compensation) necessary for this Agreement. This inclusion applies solely to the services provided by the Contractor under this Agreement. The Contractor's insurance must be primary and non-contributory. Before commencing work, the Contractor must provide acceptable insurance certificates as proof of the required coverage. These certificates must specify all parties included as additional Insureds, treating each named and additional named insured as if they were covered under separate policies, without increasing policy limits. Insuring companies or entities must be accepted by the City. Upon request, the Contractor must provide complete copies of insurance policies and trust agreements to the City. Additionally, the Contractor must provide an endorsement naming the City, its officers, employees, and agents as additional insureds by the Effective Date of this Agreement, accompanied by approved certificate(s) of insurance.

7. **Indemnity**. Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.

8. Notice

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the addresses set forth above with a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

6. Remedies

6.1. In the event Contractor is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

6.1.1. Termination of this Agreement.

6.1.2. Withholding all monies due for the Work that Contractor has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively.

6.1.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief.

6.1.4. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

6.2. **Default:** The Contractor shall be in default of this Agreement if Contractor: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or, without written authorization by the City, attempts to assign rights in, or delegate duties under, this Agreement.

6.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

7. General Provisions

7.1. **Non-exclusive Agreement.** City is not obligated to procure any specific amount of Work from Contractor and is free to procure similar types of goods and services from other Contractors in its sole discretion.

7.2. **Independent Contractor Status.** Contractor is an independent contractor and not an employee or agent of the City for any purpose.

7.3. **Statutory Requirements**. The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235

7.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

7.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

7.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

7.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

7.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

7.9. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

7.10. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

7.11. **Severance.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Contractor and the City set forth in this Agreement.

8. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

WITNESS WHEREOF, the parties have executed this Agreement in their respective names by their duly authorized representatives as of the dates indicated below. This Agreement may be executed in two counterparts, each of which shall be deemed an original, with equal force and effect as if executed in a single document.

CITY OF ASHLAND:

By: _____

Sabrina Cotta, Interim City Manager

_____

Printed Name

_____

Date

Purchase Order No. _____

APPROVED AS TO FORM:

_____

City Attorney

XXXXXXXXXXXXXXXX (CONTRACTOR):

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

(**W-9** is to be submitted with this signed Agreement)

Exhibit D: Living Wage

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

$18.92 per hour, effective June 30, 2024.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds $26,429.65 or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over $26,429.65.
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.
- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted in areas where it can be seen by all employees.

Council Business Meeting

Date: August 5, 2025

Agenda Item	2200 Ashland St. Facility Ad Hoc Committee Appointments
Department	Mayor and Council
From	Tonya Graham

TIME ESTIMATE
1 minute

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
Approval of Mayor Graham's recommendation for the appointment of Anne Louise Meeds, Matthew McMillan, Debbie Neisewander, Joason Houk, Noah Wertheiser, and Kathleen McNeill to the 2200 Ashland St. Facility Ad Hoc Committee.

- January 21, 2025 - 2200 Ashland St. Master Plan adopted
- February 18, 2025- Council approved the creation of a 2200 Ashland St. Facility Ad Hoc Committee
- July 15, 2025 - Application period closed (application deadline has been extended to August 10, 2025)

Committee Charge
To expedite implementation of the 2200 Ashland Street Master Plan Recommendations, the City Council created the 2200 Ashland Street Facility Plan Ad hoc Committee to assist with the development of the following:

- Site Plan Design that incorporates elements of the recommendations developed by the 2200 Ashland Street Master Plan Ad hoc Committee;
- Checklist for program and site management policies (e.g., standards for client services, security, exit planning, and staff training);
- Client "bill of rights," code of conduct, and behavior contract;
- Set of site rules;
- Components of a communications and engagement plan for use with key stakeholders, including those in the surrounding area and potential clients to be served on site;
- Interim uses for the site.

Scope of Authority
The 2200 Ashland Street Facility Plan Ad Hoc Committee will propose management processes and documents to the City regarding this site, consider and provide recommendations to Council regarding uses at the site, assist city staff and council with public engagement regarding site planning, and provide a final recommendation to Council regarding site planning.

POLICIES, PLANS & GOALS SUPPORTED
Per the Ashland Municipal Code 2.04.090, all regular advisory committees and boards shall be appointed by the Mayor with the consent of the Council.

BACKGROUND AND ADDITIONAL INFORMATION
The intent is to establish a committee comprising representatives from neighborhood groups, local businesses, individuals with lived experience of homelessness, advocacy organizations, and service providers.

Matthew McMillan and Jason Houk previously served on the 2200 Ashland Street Ad Hoc Committee. The remaining committee members were selected from applicants whose submissions were reviewed by the Mayor.

FISCAL IMPACTS

Estimated $26,000 plus, depending on timeline and staffing requirements (based on the cost of the prior ad hoc committee)

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the appointments to the 2200 Ashland St. Facility Ad Hoc Committee.

REFERENCES & ATTACHMENTS

None

Council Business Meeting

Date: August 5, 2025

Agenda Item	Second Reading of ORD 3270 - Removing AMC 4.32 Alarm Systems
Department	Finance
From	Mariane Berry, Finance Director, Tighe O'Meara, Police Chief

TIME ESTIMATE
5 minutes.

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
Approval to remove Chapter 4.32 Alarm Systems from the Ashland Municipal Code.

POLICIES, PLANS & GOALS SUPPORTED
Council Priorities:
Efficient and Effective Government

BACKGROUND AND ADDITIONAL INFORMATION
This is the Second Reading of ORD 3270. The First Reading was brought to Council on July 15, 2015.

The Alarm section of the Municipal Code is outdated and no longer necessary as the City does not inspect for adherence to the requirements in the Code nor charge the false alarm fee outlined in the code. Applications for alarm permits are very few throughout the year, and more time is spent processing them than needed.

Revenues for alarm permits have ranged from $350-$650 annually in the last few years.

FISCAL IMPACTS
Cost savings as the staff time to process the applications outweighs the revenue generated.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to approve Ordinance 3270, which removes Chapter 4.32 Alarm Systems from the Ashland Municipal Code.

REFERENCES & ATTACHMENTS
1. ORD 3270 Repealing AMC 4.32 Alarm Systems

ORDINANCE NO. 3270

AN ORDINANCE REPEALING AMC CHAPTER 4.32 ALARM SYSTEMS

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

> Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS,

WHEREAS,

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

SECTION 1. The following Chapter 4.32 Alarm Systems is repealed:

~~**4.32.010 Definitions**~~
~~**As used in this ordinance, unless the context otherwise requires:**~~
~~**A. Agent means a natural person, other than a burglar alarm salesperson, who is designated by the principal to be responsible for the premises protected by an alarm system during the principal's absence or unavailability. The term "agent" does not include any person who receives any salary, fee, bonus or other valuable consideration for performing the duties of an agent unless such person is a bona fide employee of the principal having substantial duties paramount and not directly related to his/her capacity as agent.**~~
~~**B. Alarm system means a device or system of interconnected devices, including hardware and related appurtenances, designed to give warning of activities indicative of felony or criminal conduct.**~~
~~**C. Annunciator means that part of an alarm system, other than an automatic dialer, which communicates the fact that the system has been triggered.**~~
~~**D. Audible annunciator means an annunciator which gives alarm by means of a bell, siren, buzzer or similar sound producing device mounted at some location other than wholly within a building; or which, when activated, is clearly audible at a distance of fifty (50) feet or more outside of any building in which it is mounted.**~~
~~**E. Automatic dialer means a device which is programmed to select a telephone number and deliver a warning message or signal over standard telephone lines using telephone voice communication equipment.**~~

~~**F. Chief means the Chief of Police of the City of Ashland, or a police officer under the Police Chief's jurisdiction designated by the Police Chief to exercise any power or duty conferred under this chapter.**~~

~~**G. Department means the City of Ashland Police Department.**~~

~~**H. City of Ashland telephone line means a telephone line which rings or terminates on the premises of the City of Ashland.**~~

~~**I. False alarm means any activation of an alarm system upon or following which communication is made to the Department that an alarm has been triggered, except alarms resulting from one of the following causes:**~~

~~**1. Criminal activity or unauthorized entry;**~~

~~**2. Earthquake causing structural damage to the protected premises;**~~

~~**3. Hurricane winds causing structural damage to the protected premises;**~~

~~**4. Flooding of the protected premises due to overflow of natural drainage;**~~

~~**5. A lightning bolt causing physical damage to the protected premises;**~~

~~**6. Fire causing structural damage to the protected premises verified by the fire department;**~~

~~**7. Telephone line malfunction verified in writing to the Department by at least a first line telephone company supervisor within seven (7) days of the occurrence; or**~~

~~**8. Electrical service interruption verified in writing to the Department by the local power company manager within seven (7) days of the occurrence.**~~

~~**If the alarm, when communicated to the Department before an officer is dispatched to investigate, is clearly identified to the Department as resulting from authorized entry, authorized system test, or other noncriminal cause, it shall not be considered a false alarm. If police units, responding to an alarm and checking the protected premises according to standard Department operating procedure, do not discover any evidence of unauthorized entry or criminal activity, there shall be a rebuttable presumption that the alarm is false. Entries in the Police Department "Daily Bulletin" shall be prima facie evidence of the facts stated therein with regard to alarms and responses.**~~

~~**J. On-premises annunciator means an annunciator which is designed to give warning only to a person or persons on the protected premises, and which is neither an "audible" or "remote" annunciator as those terms are defined in this section.**~~

~~**K. Principal means the person, firm or corporation whose premises are protected by an alarm system. In the event that a building having more than one tenant is protected by a single alarm system, the term "principal" means the building owner.**~~

~~**L. Protected premises mean all of that contiguous area, including buildings, protected by a single alarm system and under common ownership and use.**~~

~~**M. Remote annunciator means an annunciator located at a terminal on the premises of an alarm company, or other location not a part of the protected premises.**~~

~~**N. Sensor means that part of an alarm system which is designed to detect the happenings of some event or existence of some condition indicative of criminal activity or unauthorized entry.**~~

~~**O. Visual annunciator means an annunciator installed entirely on the protected premises and which gives inaudible warning by means of a flashing light or other visible signal.**~~

~~**P. Fiscal year means July 1 through June 30. (Ord. 2533, amended, 1989; Ord. 2401 § 1, amended, 1986)**~~

~~**4.32.020 Classification of Alarm Systems**~~
~~**Alarm systems shall be classified as follows:**~~
~~**A. A Class I alarm system is one which incorporates a remote annunciator installed on the premises of the Department in the Communications Center.**~~
~~**B. A Class II alarm system is one which incorporates an automatic dialer programmed to select a City of Ashland telephone line.**~~
~~**C. A Class III alarm system is one which incorporates a remote annunciator installed at a place other than the premises of the City, and which does not incorporate an automatic dialer.**~~
~~**D. A Class IV alarm system is one which incorporates an automatic dialer not programmed to select a City of Ashland telephone line.**~~
~~**E. A Class V alarm system is one in which the only annunciator is an audible annunciator located at the protected premises, and which does not incorporate an automatic dialer.**~~
~~**F. Exempt alarm systems are:**~~
~~**1. Alarm systems owned, maintained and monitored by any government law enforcement agency to protect their premises; and**~~
~~**2. Alarm systems protecting property of the City of Ashland. (Ord. 3023, amended, 08/03/2010)**~~
~~**4.32.030 Class I Alarm Systems**~~
~~**Class I alarm systems are prohibited.**~~
~~**4.32.040 Class II Alarm Systems**~~
~~**Class II alarm systems are prohibited.**~~
~~**4.32.050 Class III Alarm Systems**~~
~~**A. Any person reporting to the police on any alarm from a Class III alarm system shall give the following information:**~~
~~**1. The alarm system permit number, and the principal or business name;**~~
~~**2. The type of premises (warehouse, residence, etc.) and the name, if any, by which the premises are known;**~~
~~**3. The address of the protected premises, which shall be repeated a second time at the end of the message;**~~
~~**4. The name and telephone number of some responsible person having access to the protected premises; and**~~
~~**5. The type of criminal activity indicated, (e.g. burglary in progress, robbery, etc.).**~~
~~**B. If the Class III alarm system incorporates an audible annunciator, it shall be subject to the requirements specified in Section 4.32.070.**~~
~~**4.32.060 Class IV Alarm Systems**~~
~~**A. Any person reporting to the police on any alarm from a Class IV alarm system shall give the information specified in Section 4.32.050.A.**~~
~~**B. No Class IV alarm system shall be programmed to select any telephone line the user of which has not previously given consent for such programming.**~~
~~**C. If the Class IV alarm system incorporates an audible annunciator, it shall be subject to the requirements specified in Section 4.32.070.**~~
~~**4.32.070 Class V Alarm Systems**~~
~~**A. Each Class V alarm system shall be so programmed that each audible annunciator will automatically silence within fifteen minutes after being activated, and will not sound again unless a new act or circumstance triggers a sensor.**~~

~~**B. No test of a Class V alarm system shall be conducted between the hours of 8:00 p.m. of any day and 7:00 a.m. of the following day.**~~
~~**C. The application for a Class V alarm system permit shall list the name and phone number of at least one responsible person (other than the principal or a member of the principal's household) having access to the premises who may be notified and assist the police in the event the alarm is activated. The principal shall immediately notify the Police Chief of any changes in this information.**~~
~~**D. The Police Chief may, by written notice, require the posting of the information required by subsection (c) on the protected premises.**~~
~~**4.32.080 Alarm System Requirements, Generally**~~
~~**A. No alarm system shall be installed, used or maintained in violation of any of the requirements of this code, or of any applicable statute, law or administrative regulation of the United States of America, the State of Oregon or any administrative rule-making body thereof.**~~
~~**B. The holder of an alarm system permit shall be responsible for the training and re-training of all employees, family members and other persons who may make regular use of the protected premises and who may, in the normal course of their activities, be in a position to accidentally trigger a sensor. Such training shall include procedures and practices to avoid accidental alarms, and steps to follow in the event the system is accidentally triggered.**~~
~~**C. The holder of an alarm permit shall, at all times, be responsible for the proper maintenance and repair of the system, and for the repair or replacement of any component, method of installment, design feature or like condition which may give rise to a false alarm.**~~
~~**4.32.090 Permits Required**~~
~~**A. It shall be unlawful for any person to use or maintain any alarm system without a current valid permit therefore.**~~
~~**B. City police may refuse to respond to an alarm from a system without a permit.**~~
~~**C. No permit shall be required for an exempt alarm system as defined in Section 4.32.020.F, and the provisions of this chapter shall not apply to such systems.**~~
~~**D. Violation of this provision shall be an infraction. Each day during which the violation is maintained or continued shall be deemed a separate infraction.**~~
~~**4.32.100 Permit Application**~~
~~**Each application for an alarm system permit shall be made on a form prescribed by the Finance Director and shall contain the following information:**~~
~~**A. The name, address and telephone number of the principal of the protected premises**~~
~~**B. The type of premises (home, office, variety store, etc.), and any business name by which the premises is known.**~~
~~**C. The address of the protected premises, including, if it is in a residential, commercial or industrial complex (office building, apartment house, shopping center, etc.), and any name by which the complex is commonly known.**~~
~~**D. The names, addresses and telephone numbers, including home phone number, of all agents.**~~
~~**E. The number and type of annunciators and automatic dialers which the alarm system incorporates, the location of all remote annunciators, and the names and phone numbers of all persons or businesses which are or may be preselected for automatic dialer contact.**~~

~~F. The application shall be accompanied by the fee prescribed under Section 4.32.120. (Ord. 3023, amended, 08/03/2010)~~

~~4.32.110 Issuance of Permit~~

~~Upon receipt of the Finance Director of the permit application and fee, the Police Chief shall undertake whatever investigation is deemed necessary. If it appears to the Police Chief that the proposed system will comply with the provisions of this chapter, the Finance Director shall be advised and shall issue to the applicant a permit bearing an identifying number, specifying the class of alarm system for which it is issued, and setting forth the expiration date of the permit. The City shall not, by the issuance of any alarm system permit, be obligated to respond or accord any priority to an alarm from such system.~~

~~4.32.120 Permit Fees~~

~~The fees for alarm system permits and renewals shall be as follows:~~

~~Class III~~	~~$25.00~~
~~Class IV~~	~~$25.00~~
~~Class V~~	~~$10.00~~

~~4.32.130 Term of Permit and Renewal~~

~~A. Class III and IV alarm system permits shall expire on June 30th of the fifth (5th) calendar year following the year of issue.~~

~~B. Class V alarm systems permits have no expiration date and shall be valid until terminated or suspended.~~

~~C. An alarm system permit of any class shall automatically terminate upon any change of principal, class of system or protected premises. No permit may be transferred to another principal, different class of system or protected premises. No refunds will be given on termination or suspension of any permit for any reason.~~

~~D. Renewal permits shall be dated July 1st. The renewal permit will not be issued until the fee is paid and a late charge of $5.00 per month will be assessed on all permit holders who do not pay the renewal fee prior to the expiration of their existing permit. The renewal application shall contain the principal's signed statement that there have been no changes in principal, protected premises or class of alarm system. A suspended permit may be renewed only as provided in Section 4.32.170.~~

~~4.32.140 Inspection of Alarm Systems~~

~~Prior to issuing an alarm system permit, and at any time thereafter during the term thereof, the Police Chief may inspect any alarm system for which a permit is required. Such inspection shall be for the purpose of ascertaining that information furnished by the applicant or permittee is correct, and that the system is maintained in conformance with the provisions of this chapter.~~

~~4.32.150 Current Information Required~~

~~Within ten (10) days following any change of circumstances which renders obsolete any of the information submitted pursuant to Section 4.32.100, the permittee shall file an amended application setting forth the currently accurate information. No additional fee shall be required unless the change has terminated the permit as provided in Section 4.32.130.~~

~~4.32.160 False Alarm Fee~~

~~A. As a condition of any alarm system permit issued under the provisions of this chapter, the permittee shall pay to the City of Ashland, within thirty (30) days of invoice, for false~~

~~alarms generated by the permittee's alarm system a fee according to the following schedule:~~
~~First 6 false alarms in a calendar year - $15 per alarm;~~
~~Next 4 false alarms in a calendar year - $30 per alarm;~~
~~All false alarms in excess of 10 in a calendar year - $50 per alarm~~
~~The Finance Department shall notify the Police Chief monthly of any permittee who does not pay promptly.~~
~~B. Any person who has been assessed a false alarm fee may appeal such charge by giving written notice to the Police Chief within 30 days of invoice assessing such charge. Upon receipt of the appeal notice, the Police Chief shall appoint one or more supervisory officers to investigate the circumstances of the alarms upon which the appeal is based. The investigators shall notify the appellant of a time certain, not less than two (2) weeks nor more than four (4) weeks following the date upon which the appeal was filed, at or before such time certain the appellant shall file, in writing with the investigator, whatever factual information the appellant deems relevant in support of the appeal. If the investigator determines the charge to have been made in error the Police Chief shall order the invoice cancelled and notify the appellant and the Finance Director of such determination, which shall be final. If the investigator determines the charge to be proper, a full report of the findings shall be presented, together with any information filed by the appellant, to the Police Chief. The Investigator's determination shall be filed with the Police Chief within forty-five (45) days of the time the appeal was filed. The Police Chief shall make a final determination on the disputed charges and mail notice thereof to the appellant within sixty (60) days after the filing of the appeal. If the Police Chief determines that any of the disputed charges are valid, the permit holder shall pay such charges within thirty (30) days after notice of the final decision of the Police Chief is mailed. Such decision shall be final and not subject to further appeal, notwithstanding the provisions of any other ordinance governing appeals.~~
~~4.32.170 Suspension of Permits~~
~~A. The following shall be grounds for suspension, by the Police Chief, of any permit issued pursuant to this chapter:~~
~~1. Any false or incomplete statement made on the permit application.~~
~~2. Programming of an automatic dialer to select any City of Ashland telephone line.~~
~~3. Failure to pay a false alarm fee within the time required by Section 4.32.160.~~
~~4. Maintenance, installation or use of the alarm system in violation of any applicable law, ordinance or regulation, including the requirements of this chapter.~~
~~5. Failure to provide current information as required in Sections 4.32.050, 4.32.060, 4.32.070 and 4.32.150.~~
~~6. Testing or deliberate activation of a Class V alarm system other than as authorized in Section 4.32.070.~~
~~B. If the Police Chief determines that there is cause for the suspension of a permit, a notice of suspension shall be mailed to the principal, stating that the suspension will be effective thirty (30) days after the date of mailing, unless a notice of appeal is filed with the City Recorder on or before the effective date.~~
~~4.32.180 Appeal of Suspension Orders~~
~~A. Any person who is sent a notice of suspension under AMC 4.32.170 may appeal the suspension action to the City Council by giving written notice to the City Recorder within~~

~~**thirty (30) days after mailing of the notice of suspension. The filing of a notice of appeal shall stay the suspension until disposition of the appeal by the Council.**~~

~~**B. The City Manager shall place the appeal on the City Council agenda to be heard within thirty (30) days of the date of filing. At the hearing, the appellant and the Police Chief shall be given an opportunity to present whatever facts or arguments they deem relevant to the suspension of the permit; provided, however, that the City Council shall not review any dispute concerning the validity of the false alarm charges. (Ord. 3192 § 70, amended, 11/17/2020)**~~

~~**4.32.190 Reinstatement After Suspension**~~

~~**Except as otherwise provided herein, a principal whose alarm system permit has been suspended may have the permit reinstated upon payment of a reinstatement fee as follows:**~~

~~**First suspension within last 3 years**~~	~~**$ 50**~~
~~**Second suspension within last 3 years**~~	~~**$100**~~
~~**Third suspension within last 3 years**~~	~~**$200**~~

~~**After the fourth suspension within a three year period, the principal shall not be eligible for reinstatement or renewal for a period of five (5) years from the date of last suspension, whereupon the principal may apply for a new permit at the regular fee.**~~

~~**4.32.200 Notices**~~

~~**A. Notice or billing from the City to any permit holder shall be deemed to have been given or rendered on the date such notice or billing is deposited in the U.S. Mail, first class postage, prepaid, addressed to the permit holder at the address shown in the City's permit records. A certificate signed by the person who mailed the notice shall be prima facie evidence of the facts stated therein with respect to such notice.**~~

~~**B. Notice to the City or payment under this ordinance shall be effective when received at the appropriate City office.**~~

~~**4.32.210 Fire Alarms**~~

~~**A. Except for fire alarms protecting property of the City of Ashland, fire alarm annunciators shall not be located on City premises and the City shall not monitor such alarms.**~~

~~**B. No person shall install, activate, maintain, or use a fire or smoke alarm which incorporates or activates an automatic dialer programmed to select a telephone line which rings or terminates on the premises of the City of Ashland. Violation of this subsection shall be an infraction.**~~

~~**4.32.220 Enforcement and Penalties**~~

~~**A. Use of a prohibited alarm system (AMC 4.32.030, 4.32.040 and 4.32.210) is a Class I violation.**~~

~~**B. Failure to comply with the provisions of this Chapter, not addressed in (A) above, including use of an alarm system without a permit, shall be considered a Class III violation subject to the penalties provided in Chapter 1.08.010 of this code. (Ord. 3023, amended, 08/03/2010)**~~

~~**4.32.230 Police Supervision Fees**~~
~~**The hourly fee for extraordinary police supervision service shall be as follows:**~~
~~**A. For regular police officers, one and one-half (1/2) times the established salary rate plus twenty percent (20%) for fringe benefits. (Ord. 2591, amended, 1990)**~~

SECTION 2. 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 5, 2025

Agenda Item	Second Reading of and adoption of Findings for Ordinance 3261: "An ordinance amending the officially adopted physical and environmental constraints map removing the locally adopted Ashland modified floodplain from Hamilton Creek" (Planning Action #PA-T3-2025-000012).
Department	Community Development
From	Aaron Anderson, Brandon Goldman, Director of Community Development

TIME ESTIMATE
5 Minutes

CATEGORY
Ordinance/Resolution - a motion is needed to adopt the ORD. or RESO.

SUMMARY
The item is the second reading of ordinance #3261 modifying the officially adopted maps for the local Ashland Modified Floodplain and was approved for first reading on July 15, 2025.

POLICIES, PLANS & GOALS SUPPORTED

- The Ashland Land Use Ordinance: Physical & Environmental Constraints Chapter 18.3.10
- The Ashland Comprehensive Plan Section IV: Environmental Resources
  - 4.17 Goal - To protect life and property from flooding and flood hazards and manage the areas subject to flooding to protect the public's interest.
    Policies
    The City shall continue to participate in the National Flood Insurance Program, complying with all applicable standards.
    Apply special physical and environmental restrictions to all areas of Ashland which are identified as flood-prone, streams in the federal study, and other significant drainage ways.
    All existing natural drainage ways as identified on the physical and environmental constraints map shall be left in a natural state or modified only after City approval

BACKGROUND AND ADDITIONAL INFORMATION
On February 11th, 2025, Staff brought a request to the Planning Commission to make a motion to initiate a planning action as allowed by AMC 18.5.8.040 to amend to the officially adopted maps of the Ashland Modified Floodplain. The reason for this amendment is that it came to Staff's attention that the stretch of Hamilton Creek, while shown on the official maps since 2010, was adopted in error and should not be a locally regulated floodplain. On April 8th, 2025, the Planning Commission held a public hearing and passed a motion recommending City Council approve the map amendment. On July 15th the City Council held a public hearing and voted unanimously to approve first reading of the Ordinance without any proposed changes.

FISCAL IMPACTS
The removal of the locally adopted flood plain on this stretch of Hamilton Creek is a regulatory action and will not have any fiscal impact to the City.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Planning Commission Recommendation

The Planning Commission forwarded a recommendation to the City Council to approve the removal of the locally adopted flood plain along this stretch of Hamilton Creek.

Potential Motion

"I move to approve Second Reading of Ordinance #3261 Amending the officially adopted Physical and Environmental Constraints Map removing the locally adopted Ashland Modified Floodplain from Hamilton Creek, and adopt the attached City Council findings and conclusions of law."

REFERENCES & ATTACHMENTS

1. Ord3261 Hamilton Creek Map Amendment - Ordinance
2. Ord3261 Hamilton Creek Exhibit A - Map
3. HamiltonCreek_080525_CCAttachB_CouncilFin
4. Ord3261 Hamilton Creek Attachment B - Staff Report 040825

ORDINANCE NO. 3261

AN ORDINANCE AMENDING THE OFFICIALLY ADOPTED PHYSICAL AND ENVIRONMENTAL CONSTRAINTS MAP REMOVING THE LOCALLY ADOPTED ASHLAND MODIFIED FLOODPLAIN FROM HAMILTON CREEK (Planning Action #PA-T3-2025-000012)

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

> Powers of the City The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon cities. City of Beaverton v. International Association of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293; 531 P 2d 730, 734 (1975); and

WHEREAS, the Ashland Land Use Ordinance includes Chapter 18.3.10 Physical and Environmental Constraints Overlay, which regulates hillside and floodplain development and requires that the City Council to adopt official maps, and approve substantial amendments to them; and

WHEREAS, Ashland has a locally adopted floodplain on Ashland, Bear, Clay, and Hamilton Creeks. These are shown on the official 'Physical and Environmental Constraints map for Floodplain Corridor Lands' which was last updated in 2017 by Ordinance 3139; and

WHEREAS, Staff discovered that the Hamilton Creek portion of the Ashland floodplain was added to the digital maps in error between 2008 and 2010 and asked the Planning Commission to initiate a planning action to correct the error; and

WHEREAS, the City of Ashland Planning Commission considered the removal of Hamilton Creek from the locally adopted Ashland Floodplain from the Officially adopted 'Physical and Environmental Constraints map for Floodplain Corridor Lands' at a duly advertised public hearing on April 8, 2025, and following deliberations, recommended approval of the amendment; and

WHEREAS, on May 1st, 2025, planning action PA-T1-2025-00258 approved a minor amendment to the 'Physical and Environmental Constraints map for Floodplain Corridor Lands' with regard to the course of Kitchen Creek through the property at 755 North Mountain Avenue. The proposed amendment would update the mapping of Kitchen Creek to more accurately reflect the actual course of Kitchen Creek on the ground; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on May 20, 2025; and

WHEREAS, the City Council of the City of Ashland, following the close of the public hearing and record, deliberated and conducted first and second readings approving adoption of the Ordinance in accordance with Article 10 of the Ashland City Charter; and

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Physical and Environmental map in manner proposed, that an adequate factual basis exists for the amendments, the amendments are consistent with the comprehensive plan and that such amendments are fully supported by the record of this proceeding.

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

SECTION 1. The above recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. The official 'Physical and Environmental Constraints map for Floodplain Corridor Lands' Map is hereby amended to replace the 2017 'Physical and Environmental Constraints map for Floodplain Corridor Lands', attached hereto as Exhibit A, as an official City map and made a part hereof by this reference.

SECTION 4. 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.

The foregoing ordinance was first ready 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.

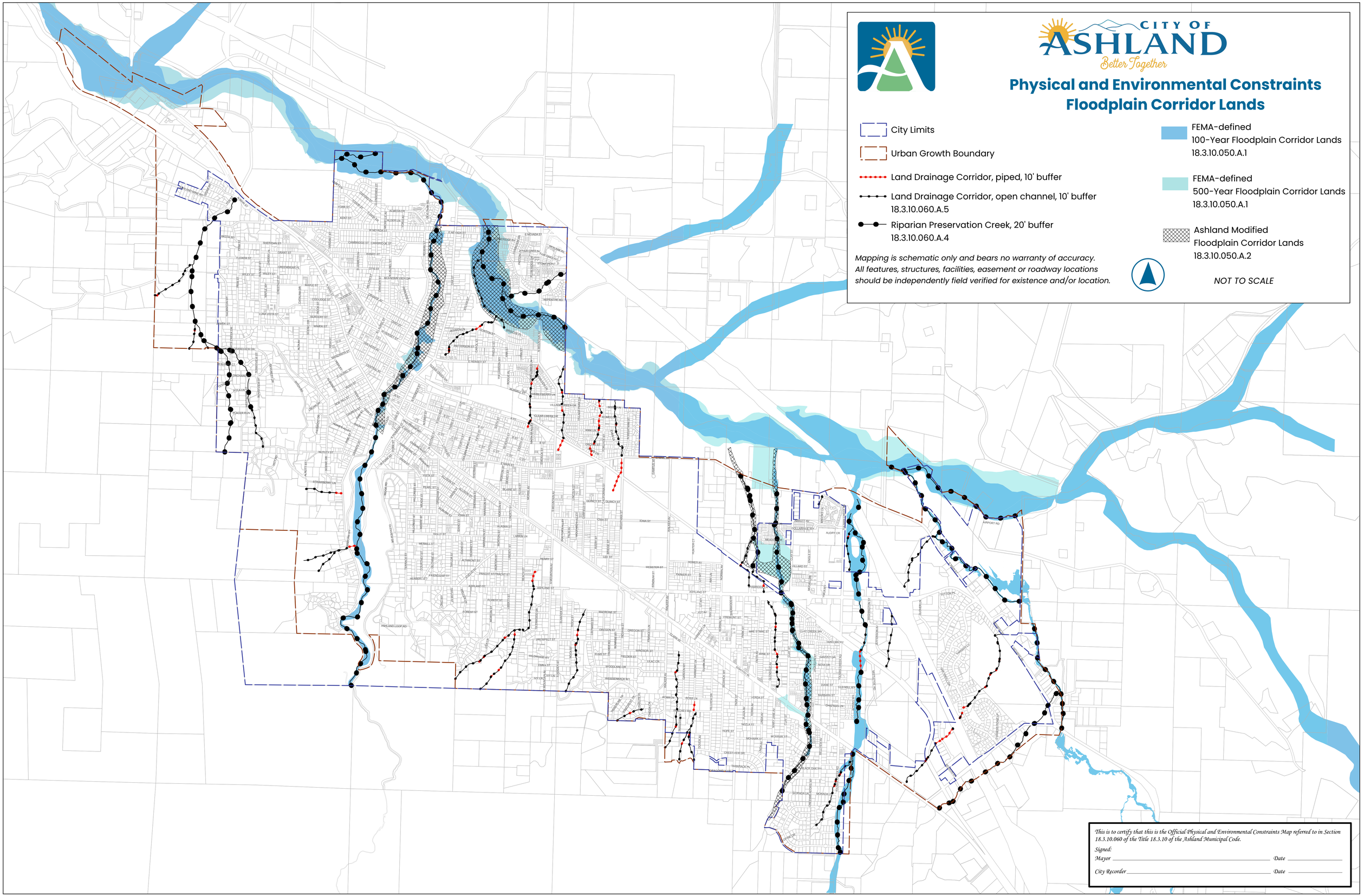
ATTEST: _____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2025.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney


CITY OF ASHLAND
Better Together
Physical and Environmental Constraints
Floodplain Corridor Lands
City Limits
Urban Growth Boundary
Land Drainage Corridor, piped, 10' buffer
Land Drainage Corridor, open channel, 10' buffer
18.3.10.060.A.5
Riparian Preservation Creek, 20' buffer
18.3.10.060.A.4
FEMA-defined
100-Year Floodplain Corridor Lands
18.3.10.050.A.1
FEMA-defined
500-Year Floodplain Corridor Lands
18.3.10.050.A.1
Ashland Modified
Floodplain Corridor Lands
18.3.10.050.A.2
Mapping is schematic only and bears no warranty of accuracy.
All features, structures, facilities, easement or roadway locations
should be independently field verified for existence and/or location.
NOT TO SCALE
This is to certify that this is the Official Physical and Environmental Constraints Map referred to in Section 18.3.10.060 of the Title 18.3.10 of the Ashland Municipal Code.
Signed:
Mayor
Date
City Recorder
Date

BEFORE THE CITY COUNCIL
CITY OF ASHLAND, JACKSON COUNTY, OREGON

AUGUST 5, 2025

IN THE MATTER OF PLANNING ACTION #PA-T3-2025-00012 A REQUEST TO MODIFY THE OFFICIALLY ADOPTED MAPS FOR THE LOCALLY ADOPTED ASHLAND MODIFIED FLOODPLAIN TO BE CONSISTENT WITH THE ORIGINAL STUDIES CONDUCTED AND CITY COUNCIL APPROVALS.	))))))	**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

RECITALS:

1) On February 11th Staff brought a request to the Planning Commission to make a motion to initiate a planning action as allowed by AMC 18.5.8.040 to amend to the officially adopted maps of the Ashland Modified Floodplain. The reason for this amendment is that it came to Staff's attention that the stretch of Hamilton Creek, while shown on the official maps since 2010, was adopted in error. The amendment would remove the Local Ashland Floodplain along Hamilton Creek from Mistletoe Road downstream to Interstate Five. This amendment would have no change on the FEMA flood zones, and those regulations would stay in full effect.

2) The Land Use ordinance provides the following

18.3.10.070 Official Maps

A. The City Council shall adopt official maps denoting the above-identified areas. Substantial amendments of these maps shall be a Type III procedure in section 18.5.1.070.

B. Minor amendments of the maps to correct mapping errors when the amendments are intended to more accurately reflect the mapping criteria contained in this chapter or in the findings of the Council in adopting an official map may be processed as a Type I procedure in section 18.5.1.050.

SECTION 2. CONCLUSORY FINDINGS OF FACT

2.1 The City Council notes that chapter 18 of the Ashland Municipal Code (AMC) is the City's Land Use Ordinance (LUO). The LUO regulates the development pattern envisioned by the Comprehensive Plan and encourages efficient use of land resources among other goals.

2.2 The Planning Commission, following proper public notice, held a public hearing on April 8, 2025. Testimony was received, and exhibits were presented. The Planning Commission deliberated and recommended to the City Council approval the map amendment.

2.3 The City Council, following proper public notice, held a public hearing on July 15, 2025. Testimony was received, and exhibits were presented. The City Council deliberated and approved the map amendment and approved first reading of Ordinance #3261.

2.4 The City Council, following proper public notice, held a public hearing on August 5, 2025 and approved second reading of Ordinance #3261.

2.5 The City Council notes that the record includes the Staff Report dated April 8, 2025 which is attached hereto and incorporated herein as if set out in full.

SECTION 3. DECISION

3.1 Based on the record of the Public Hearings on this matter, the City Council concludes that the amendment to the official maps is supported by evidence contained within the whole record and is **approved** by ordinance #3261.

The City Council finds and determines the approval criteria for this decision have been fully met, based on the detailed findings set forth herein, the detailed findings and analysis of the Planning Commission, and supporting documents together with all staff reports, addenda and supporting materials in the whole record.

Ashland City Council Approval

_____ _____

Tonya Graham, Mayor Date

Signature authorized and approved by the full Council this 5th day of August, 2025.

Attest:

_____ _____

Alissa Kolodzinski, City Recorder Date

Approved as to form:

_____ _____

Johan Pietila, City Attorney Date

ASHLAND PLANNING DEPARTMENT
STAFF REPORT

Before the Planning Commission – April 8, 2025

PLANNING ACTION:	PA-T3-2025-00012	
APPLICANT:	City of Ashland	
LOCATION:	The regulated portion of Hamilton Creek	
ZONE DESIGNATION:	Various	
COMP. PLAN DESIGNATION:	Various	
ORDINANCE REFERENCES:	18.3.10	Physical and Environmental Constraints
	18.5.9	Comp Plan, Zoning & LUO Amendments
	18.6.1	Definitions
APPLICATION DATE:	February 12, 2025	
DLCD NOTICE:	February 28, 2025	*39 days in advance*
PUBLIC MEETING NOTICE:	March 13, 2025	*26 days in advance*
MEETING DATE:	April 8, 2025	
120-DAY DEADLINE:	(*Type III applications not subject to 120-day limits)	

PROPOSAL: A request to modify the officially adopted maps for the locally adopted Ashland Modified Floodplain to be consistent with the original studies conducted and City Council Approvals. The amendment would remove the Local Ashland Modified Floodplain along Hamilton Creek from Mistletoe Road downstream to Interstate-5. This amendment would have no change on the Federal Emergency Management Agency (FEMA) flood zones and the related flood administration regulations.

I. Introduction

1) <u>The current application</u>

On February 11th Staff brought a request to the Planning Commission to make a motion to initiate a planning action as allowed by AMC 18.5.8.040 to amend to the officially adopted maps of the Ashland Modified Floodplain. The reason for this amendment is that it came to Staff's attention that the stretch of Hamilton Creek, while shown on the official maps since 2010, was adopted in error. The Planning Commission passed a motion, and staff took action to return with this application. The amendment impacts 12 properties within the city limits and two properties that are within the UGB but outside of the City.

2) <u>Background</u>

Opportunities for Housing Resources, & Assistance (OHRA) operates at 2350 Ashland St. in the former Super 8 Motel. The property has both the FEMA A flood zone as well as the Ashland Modified Floodplain. OHRA has plans to expand and construct additional facilities in areas

shown to be covered in the adopted Ashland Modified Floodplain. In preparation for those additions, OHRA have been in contact with Staff who advised that a map amendment was required. In preparing for an application of a map amendment OHRA's land use consultant did extensive research into the history of the Hamilton Creek portion of the Ashland Modified Floodplain and discovered that it was adopted in error. Rather than have OHRA apply for a map amendment, Staff asked the Planning Commission to initiate the amendment.

II. National Flood Insurance Program (NFIP)

The National Flood Insurance Program (NFIP) is a program that helps protect property owners from flood damage. It was established in 1968 by the National Flood Insurance Act. The NFIP is managed by the Federal Emergency Management Agency (FEMA). The NFIP has two main policy goals: (1) to provide access to primary flood insurance, thereby allowing for the transfer of some of the financial risk from property owners to the federal government, and (2) to mitigate and reduce the nation's comprehensive flood risk through the development and implementation of floodplain management standards.

1) NFIP Primer

Ashland is a participating member of the National Flood Insurance Program (NFIP). The NFIP, was the result of market failure in the private insurance industry because the only people who would buy flood insurance were those who were most likely to suffer flood losses. In 1968 the federal government created the NFIP, but at first flood insurance was not mandatory and few communities joined. In 1973 the Flood disaster protection act was passed which made flood insurance mandatory as a condition of any federally backed loan. In addition to access to Fannie Mae & Freddi Mac loans, a community must participate in the NFIP for their residents to have the ability to purchase flood insurance. This provided a strong incentive to join the program and by 1975 over 15,000 communities were participating.

As communities joined in the program, but before FEMA had produced maps, the community's obligation was to ensure that 'development' was 'reasonably safe from flooding' CFR 60.3[a][3]. This is why the issuance of building permits in many communities coincided with participation in the NFIP, because any development now needed to be permitted to be in compliance with the NFIP to ensure that the proposed development was 'reasonably safe from flooding.'

As Flood Boundary Maps (1975) were made available, followed in 1981 with the introduction of Flood Insurance Rate Maps (FIRMS) and their accompanying Flood Insurance Studies (FIS), flood regulations were then limited to special flood hazard areas (SFHAs) designated by different flood zones.

2) FEMA Flood zones

The NFIP approaches the goal of reducing comprehensive flood risk primarily by requiring participating communities to collaborate with FEMA to develop and adopt flood maps called Flood Insurance Rate Maps (FIRMs) which are also accompanied with a Flood Insurance Study (FIS). Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent

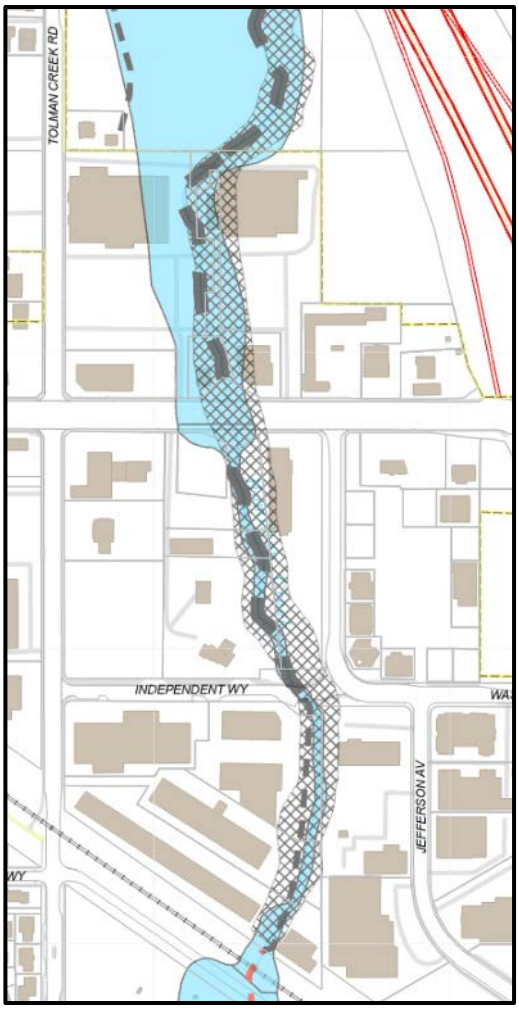
annual chance flood is also referred to as the base flood or 100-year flood. FIRMs provide the basis for identifying properties whose owners are required to purchase flood insurance and establishing floodplain management standards that communities must adopt and enforce as part of their participation in the NFIP.

Locally there are two main flood zones or SFHA's; These are "A" and "AE."

- Zone A – Approximate areas with a 1% annual chance of flooding. Because detailed analyses are not performed for such areas; no base flood elevations are provided
- Zone AE - The base floodplain (1% annual chance of flooding) where base flood elevations are provided based on Hydraulic and Hydrologic (H&H) modeling.

Hamilton Creek has a FEMA zone A designation, so it only identifies approximate areas of flood hazard and is not supported by hydrological modeling of any type.

3) <u>Ashland Modified Floodplain</u>



Shown at right is the stretch of Hamilton Creek from the railroad to City limits with both the FEMA A zone in blue, and the locally adopted flood zone shown in hatched overlay.

The NFIP is focused on minimum federal standards, but rewards communities for standards that exceed the federal minimum in the name resiliency. To that end, the City of Ashland has adopted a number of standards that exceed the federal minimum including adopting flood plan maps that far exceed FEMA's as well as freeboard* requirements. The purpose of adopting more stringent flood zones than the FEMA maps was to prevent flood losses based on local historical knowledge of flooding in the city of Ashland. To that end, in 1989 Ashland adopted the 'Ashland Modified Floodplain' which, at the time of adoption, was limited to Ashland, Bear and Clay Creeks.

The Ashland Modified Floodplain was based on local studies involving analysis of historic flooding and determined flood elevations associated with the floodplain. Originally studied and adopted were Ashland, Clay and Bear Creeks. Hamilton Creek was not studied in detail and a draft map was inadvertently included by a GIS technician during the conversion to

* In the context of FEMA and floodplain management, "freeboard" refers to an additional height above the Base Flood Elevation (BFE) used as a factor of safety to determine the level at which a building's lowest floor must be elevated or floodproofed

digital mapping. The Hamilton Creek portion of the Ashland Modified Flood Zone first appeared on the officially adopted maps in 2010.

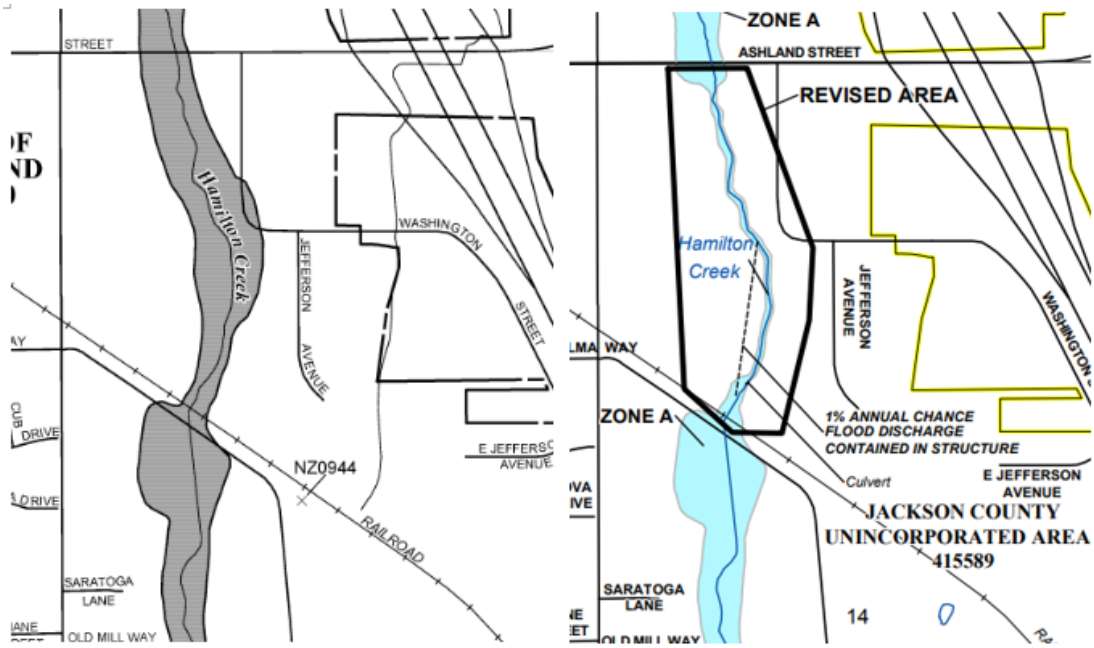
Since Ashland adopted the modified floodplain there have continued to be floods that have brought damage to the city, most recently the 1997 flood. However, regulation of the expanded floodplain beyond the FEMA flood zone has significantly limited recent flood losses.

4) <u>FIS and FIRM Revision History</u>

In December of 1980 the first Flood Insurance Study for the area was published. Since that time there have been five significant revisions to the FIS/FIRMs in 1990, 1993, 2002, 2011 and 2017. The Federal Emergency Management Agency (FEMA) may revise and republish part or all of this FIS report at any time. In addition, FEMA may revise part of this FIS report by the Letter of Map Revision process, which does not involve republication or redistribution of the FIS report.

A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). An approved LOMR officially revises the Flood Insurance Rate Map (FIRM).

As it relates to the present application in October of 2013 a LOMR was applied for and approved in March of 2014 (Case No.: 13-10-1570P). Shown below is the comparison of the 2011 FIRM and the map associated with the LOMR where the base flood is shown to be contained in a large culvert and then restricted tightly to the deeply incised channel. The fifth revision to the FIS included the LOMR change in the 2017 FIRM panel and continues to show the regulated A zone as shown in the 2013 LOMR application.



2011 2013 (LOMR – 13-10-1570P)

III. Proposed Amendment

1) Official Maps

The Land Use ordinance provides the following

> 18.3.10.070 Official Maps
>
> A. The City Council shall adopt official maps denoting the above-identified areas. Substantial amendments of these maps shall be a Type III procedure in section 18.5.1.070.
>
> B. Minor amendments of the maps to correct mapping errors when the amendments are intended to more accurately reflect the mapping criteria contained in this chapter or in the findings of the Council in adopting an official map may be processed as a Type I procedure in section 18.5.1.050.

Because the removal of the entire stretch of Hamilton Creek is a substantial amendment Staff initiated a Type-III planning action. Presuming that the Planning Commission recommends approval, staff will bring the application to the City Council for the adoption of an ordinance to formally modify the official maps.

2) Introduction of Hamilton Creek

The P&E Map has been updated three times in recent history, 2008, 2010, and then again in 2017. The stretch of Hamilton Creek is not shown on the 2008 map, but then starting in 2010 Hamilton Creek is shown to have the "Ashland Modified Floodplain" as well as the 2017 map. Based on the research from their land use consultant, as well as meta data recorded to the GIS file, Staff believe that the Hamilton Creek section of the Ashland Modified Flood plain was added sometime following the approval of the 2008 map at the request of the Planning Department.

Subsequent updates addressing the official maps in 2010 (with the adoption of the Water Resource Protection Zones) and again in 2017 (updating the FEMA maps) did include Hamilton Creek, but this was not discussed in the findings. Therefore, it appears to be a graphical error to have Hamilton Creek covered by the Ashland Floodplain and was introduced beginning in late 2008 or early 2009.

3) Hydrological Engineering Report

In addition to research into the history of the adopted maps OHRA has also undertaken an Engineering Hydraulics Report prepared by RogueTech Civil Engineering. The full report is 68 pages and by its reference is incorporated herein as if set out in full. The report details the methods for determining peak flows and then used a Hydraulic model that was developed using the U.S. Army Corps of Engineers (USACE) HEC-RAS version 6.6.

The report provides the following:

> "RogueTech performed an engineering hydraulic analysis to provide a Base Flood Elevation (BFE) Determination for the property located at 2350 Ashland Street along Hamilton Creek in Ashland, Oregon. A small area on the southern end of the subject

property" is within a FEMA Special Flood Hazard Area (SFHA) Zone A, which is an approximated flood zone without published BFEs and not based on a detailed hydraulic study. In addition, the western edge and most of the southern portion of the subject property is within the City of Ashland's Modified Floodplain Overlay. The City of Ashland's Modified Floodplain Overlay is also approximated and not based on a detailed hydraulic study. RogueTech's hydraulic analysis was performed to determine the flood zone area resulting from determined BFEs for comparison with both FEMA's SFHA Zone A, and the City's Modified Floodplain Overlay. Results of the hydraulic analysis show that the flood zone resulting from the determined BFE's is smaller than FEMA's SFFLA Zone A, and the City's Modified Floodplain Overlay."

Shown below is the modeled BFE with the Ashland Street culvert blocked during a base flood event, and includes the Ashland Modified Floodplain.

This report shows that even with the culvert under Ashland Street completely blocked the modeled Base Flood Elevation (BFE) is well below the high bank, as such the extent of the "Ashland Modified Floodplain" far exceeds the area that is at risk of inundation during a base flood event even under the most dire conditions (culvert blocked).

The report concluded that:

> "The results of this Base Flood Elevation determination conclude that when the culvert is operating as it was at the time of this report, the modeled flood zone area is comparable, but smaller than the FEMA SFHA Zone A; it is much smaller than the City of Ashland's Modified Floodplain Overlay." And that, "The topographic analysis required for the model shows that the City's Modified Floodplain Overlay as mapped, would result in inconsistent and irregular water surfaces that are much higher than could actually occur, and *are physically impossible to occur.*" [emphasis added]

4) Conclusion

When considering both the legislative history as well as the engineering report provide staff believe that the correct course of action is to amend the officially adopted maps removing the 'Ashland Modified Floodplain from this portion of Hamilton Creek.

IV. Procedural – Approval Criteria

1) Plan Amendments and Zone Changes

AMC 18.5.9.020 provides the Applicability and Review Procedure for Plan Amendments and Zone Changes. Because the proposal is legislative in nature approval criteria are not required.

> Applications for Plan Amendments and Zone Changes are as follows:
>
> > A. Type II. The Type II procedure is used for applications involving zoning map amendments consistent with the Comprehensive Plan map, and minor map amendments or corrections. Amendments under this section may be approved if in compliance with the Comprehensive Plan and the application demonstrates one or more of the following:
> >
> > > 1. The change implements a public need supported by the Comprehensive Plan.
> > >
> > > 2. A substantial change in circumstances has occurred since the existing zoning or Plan designation was proposed, necessitating the need to adjust to the changed circumstances.
> > >
> > > 3. Circumstances relating to the general public welfare exist that require such an action.
> > >
> > > 4. Proposed increases in residential zoning density resulting from a change from one zoning district to another zoning district will provide 25 percent of the proposed base density as affordable housing consistent with the approval standards set forth in section 18.5.8.050.G.
> > >
> > > 5. Increases in residential zoning density of four units or greater on commercial, employment, or industrial zoned lands (i.e., Residential

Overlay) will not negatively impact the City's commercial and industrial land supply as required in the Comprehensive Plan, and will provide 25 percent of the proposed base density as affordable housing consistent with the approval standards set forth in section 18.5.8.050.G.

6. The total number of affordable units described in subsection 18.5.9.020.A.4 or 18.5.9.020.A.5, above, shall be determined by rounding down fractional answers to the nearest whole unit.

7. A deed restriction, or similar legal instrument, shall be used to guarantee compliance with affordable criteria for a period of not less than 60 years for units qualified as affordable rental housing, or 30 years for units qualified as affordable for-purchase housing. Subsections 18.5.9.020.A.4 and 18.5.9.020.A.5 do not apply to Council-initiated actions.

B. Type III. It may be necessary from time to time to make legislative amendments in order to conform with the Comprehensive Plan or to meet other changes in circumstances or conditions. The Type III procedure applies to the creation, revision, or large-scale implementation of public policy requiring City Council approval and enactment of an ordinance; this includes adoption of regulations, zone changes for large areas, zone changes requiring comprehensive plan amendment, comprehensive plan map or text amendment, annexations (see chapter 18.5.8 for annexation information), and urban growth boundary amendments. The following planning actions shall be subject to the Type III procedure.

1. Zone changes or amendments to the Zoning Map or other official maps, except where minor amendments or corrections may be processed through the Type II procedure pursuant to subsection 18.5.9.020.A, above.

2. Comprehensive Plan changes, including text and map changes or changes to other official maps.

3. Land Use Ordinance amendments.

4. Urban Growth Boundary amendments.

V. Conclusion and Recommendations

Staff recommend that the Planning Commission recommend to the city council that they approve the removal of the locally adopted flood plain along Hamilton Creek as it was adopted in error.

Council Business Meeting

Date: August 5, 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
Action Needed - Motion to approve an action

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.

Annual Wage Increase by Group vs. Total Budget

		Effective July 1, 2025		Effective July 1, 2026		
	Total Positions	Total Annual Wage Increase	Percentage of Total Budget	Total Annual Wage Increase	Percentage of Total Budget	Total % for Biennium
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 reprsented 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

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 it 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

General Fund	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
Electric Fund			
Clean Fuel Credit Sale	$570,000		
			$570,000
Water Fund			
Eliminate Generator Replacement	$200,000		
			$200,000
Wastewater Fund			
Healthcare Premium Savings	$9,500		
Reduction in Professional Services	$70,000		
1% Vacancy Rate Savings	$21,000		
			$100,500
Stormwater Fund			
Healthcare Premium Savings	$1,575		
Reduction in Professional Services	$24,000		
			$25,575
Street Fund			
Delay in Vehicle Replacement	$78,000		
			$78,000
Telecommunication Fund			
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

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 montioring 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

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

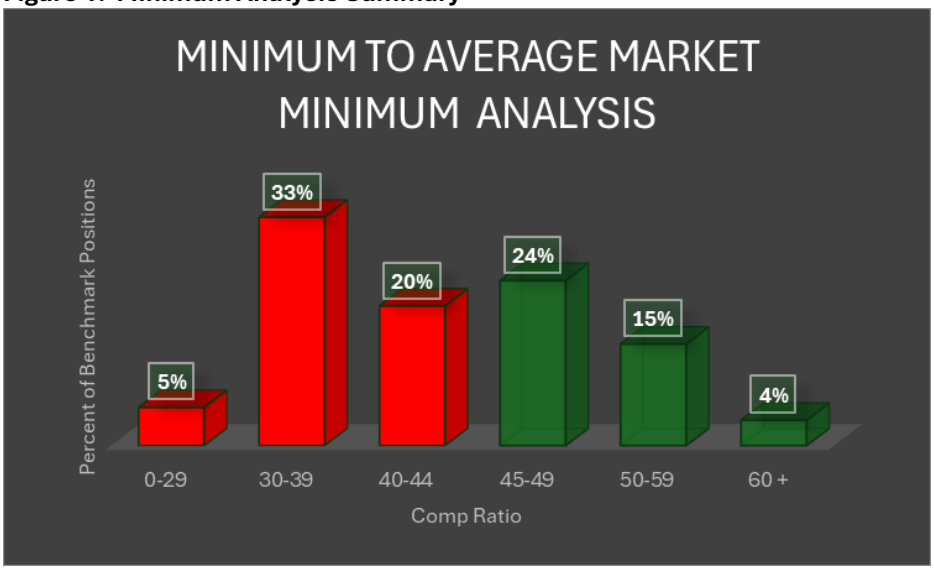
In order to analyze the ranges, a comp ratio is used, which is a ratio of the City's salary in relation to the external market data. A 50% comp ratio would mean that the salary is in line with the external market while utilizing +/-5% range around each data point. Thus, if a position has a comp ratio 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

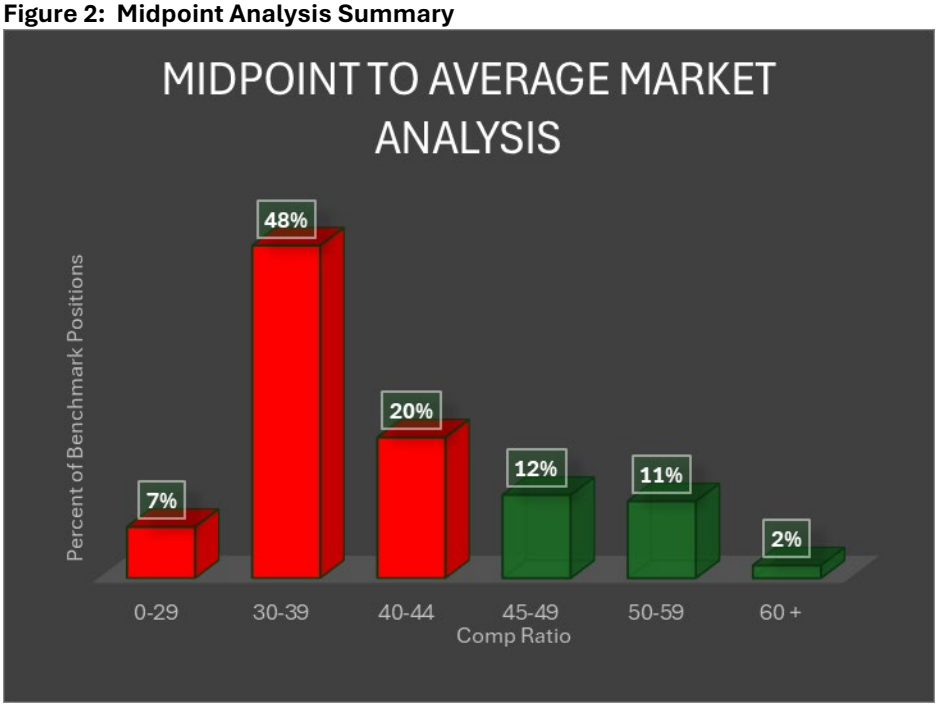
Average Midpoint Salary Analysis

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 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

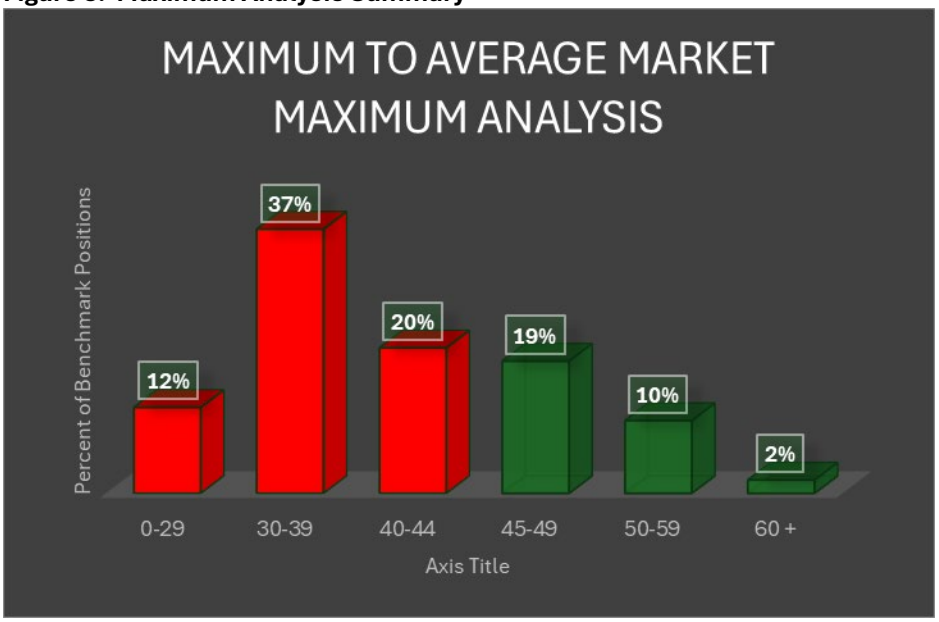


*May not total 100% due to rounding

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

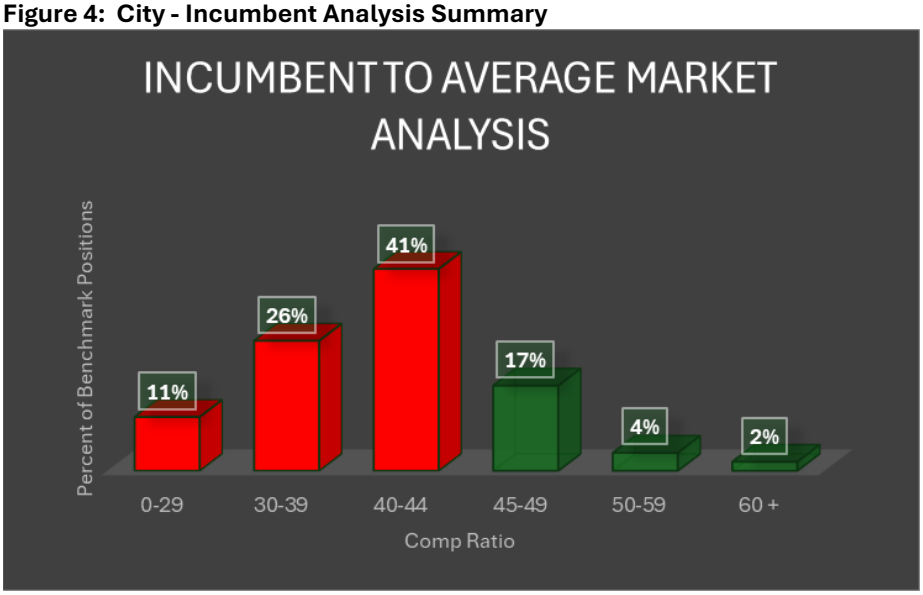


*May not total 100% due to rounding

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**
  - Schedule has 16 pay grades, although 1 pay grade is no longer used
  - There are 4 steps within each grade that range from 5 -6%
  - The pay grades are in numerical order, and those that have the minimum in chronological order, have 23-25% between the pay grades
  - 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:**
  - 9 pay grades with only a minimum salary
    - There is 1% - 10% between these 9 pay grades
  - 6 pay grades with 5 steps. The distance between steps ranges from 4 – 29%
  - 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**
  - There are 14 pay grades
  - The FF/EMT-O grade has 5 steps that are 4 – 5% apart; however, the remainer of the pay grades only have 3 steps that are 2 – 3% apart.
  - There is 5% between the pay grades. As such this is going to cause compression between the ranks, especially when overtime is incurred.
- **Laborers**
  - There are 7 pay grades
  - There is 5 – 6% between the 5 steps
  - There is 24% between pay grades
- **Non-Represented**
  - 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**
    - 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**
    - 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
    - There is 27% between the police officer and senior police officer
    - 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 inconsistence 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

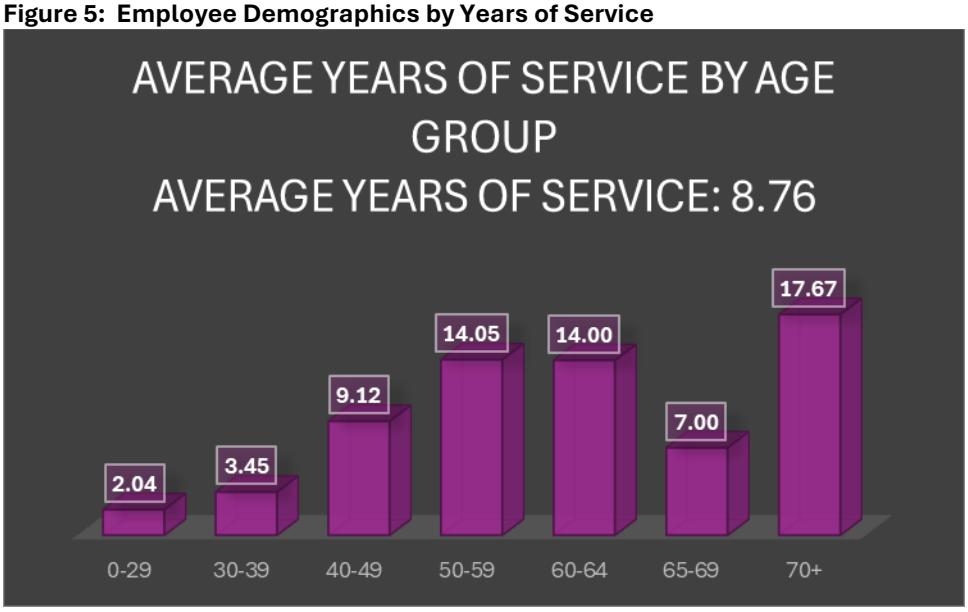
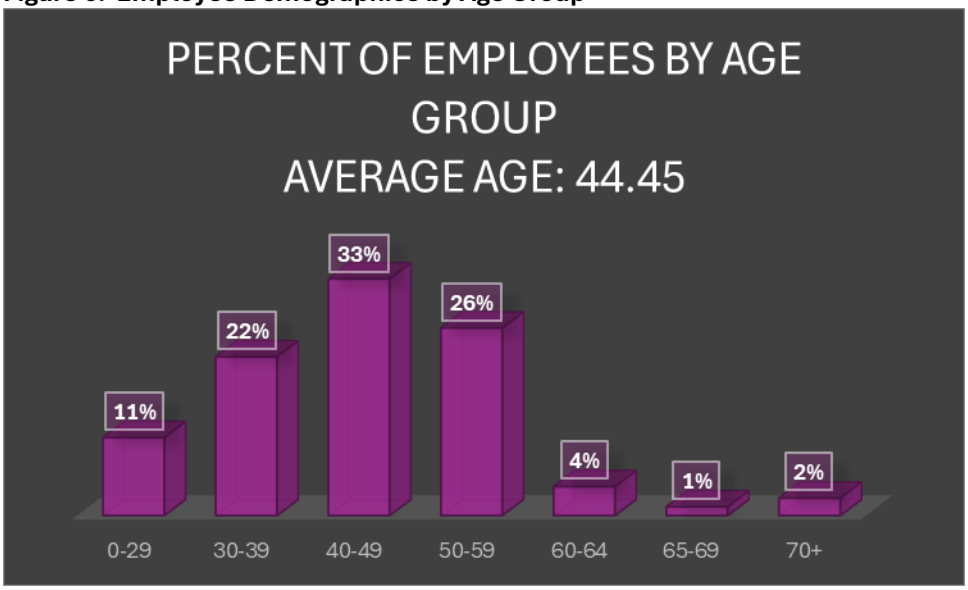


Figure 6: Employee Demographics by Age Group



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 <u>or</u> 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.

<u>Step Movement</u>

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.

CITY OF ASHLAND
Better Together

Classification and Compensation Study

May 20, 2025

McGrath
HUMAN RESOURCES GROUP

About Us

- 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

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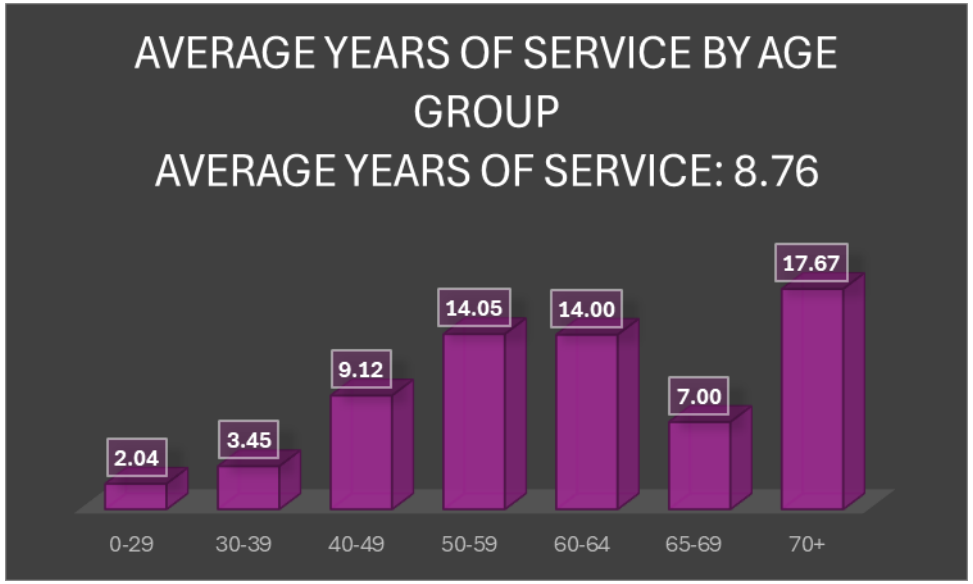
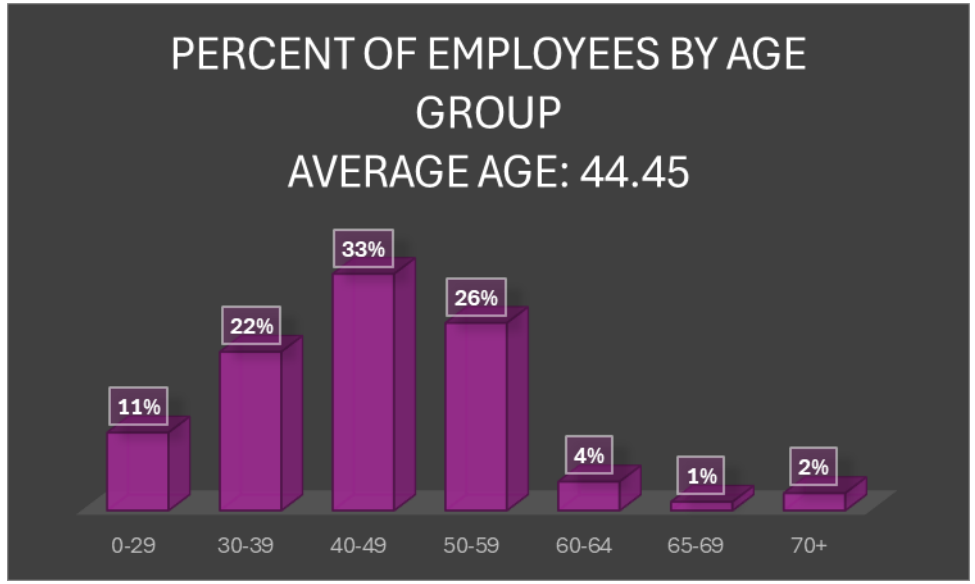
Demographics





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

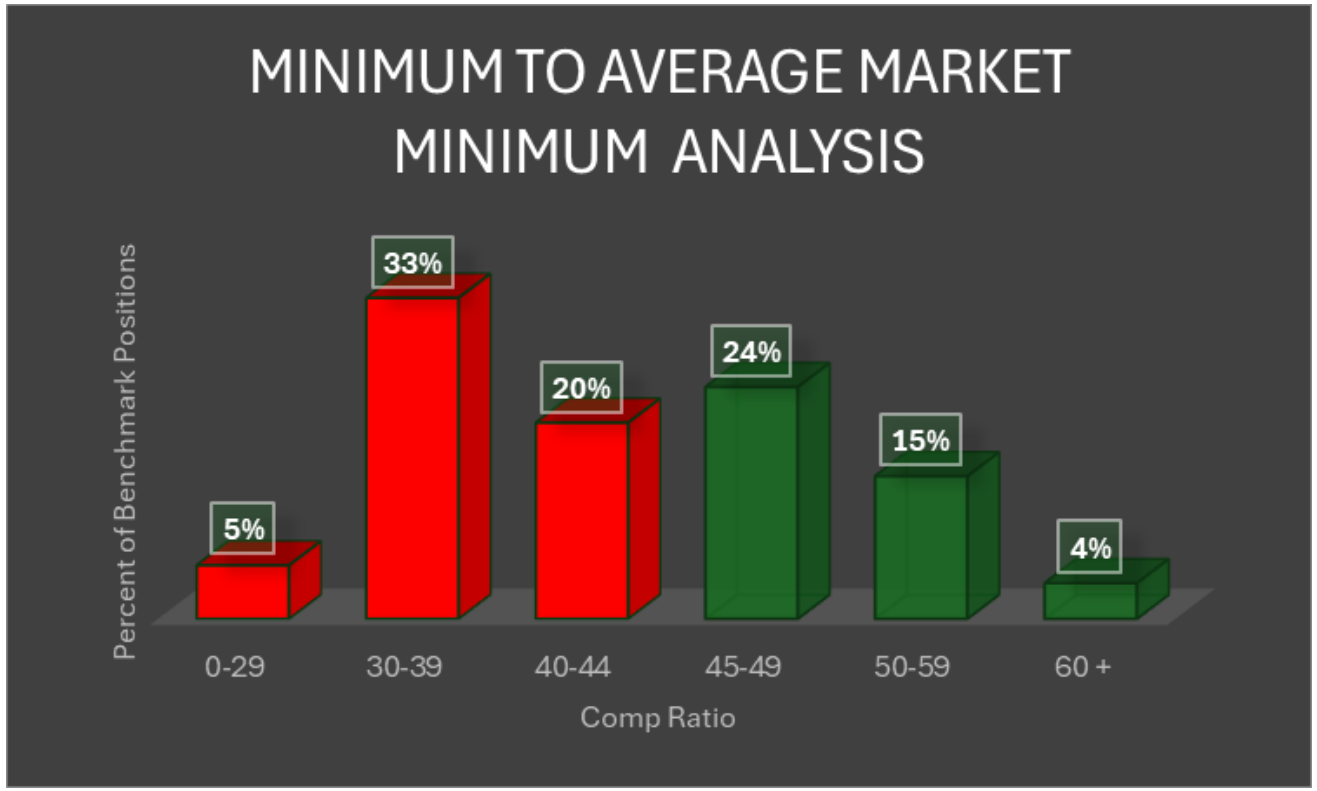
* Did not participate

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

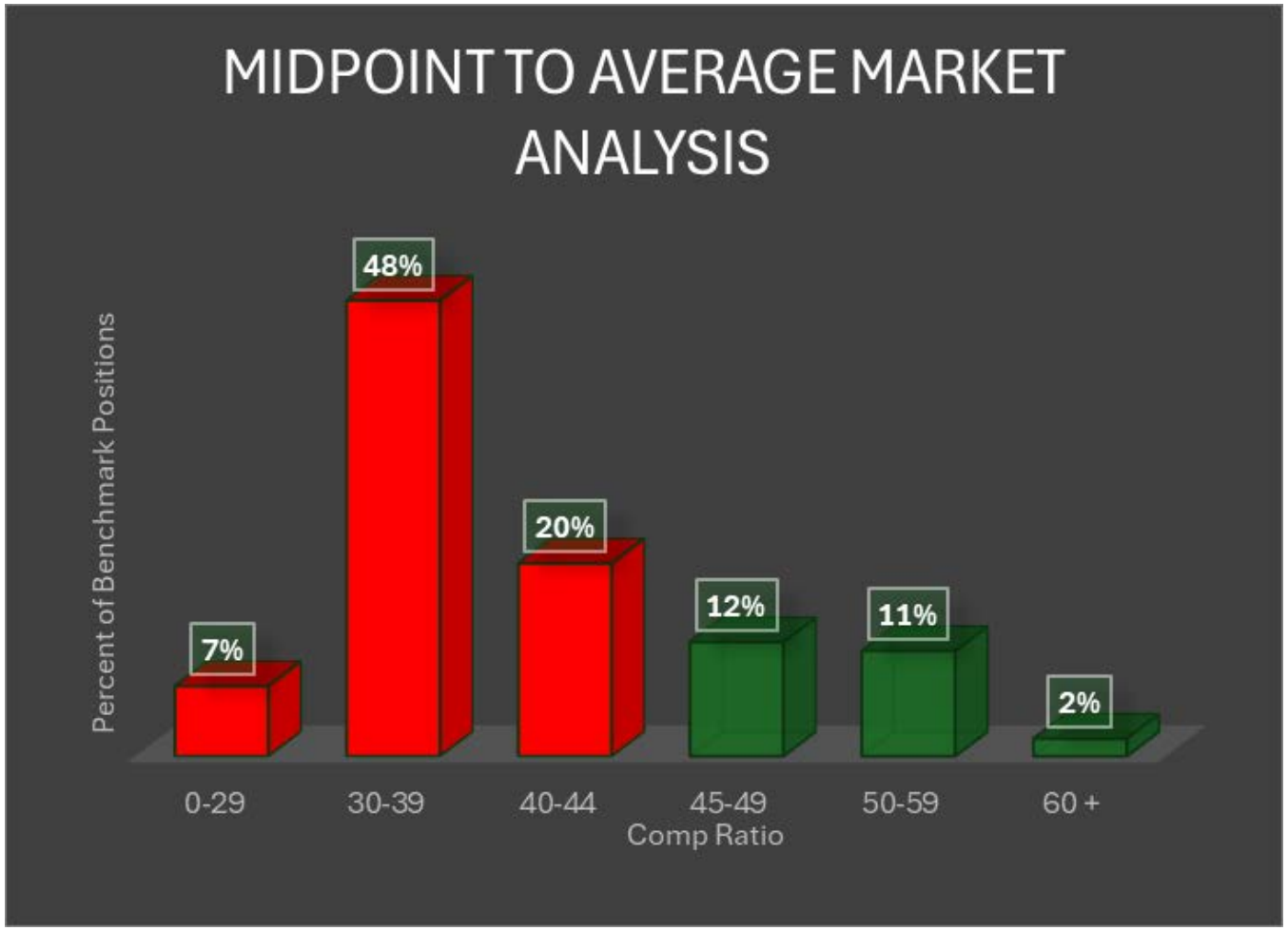


58% under Market

42% aligned with Market

Rounding may not result in 100%

Midpoint Salary Analysis



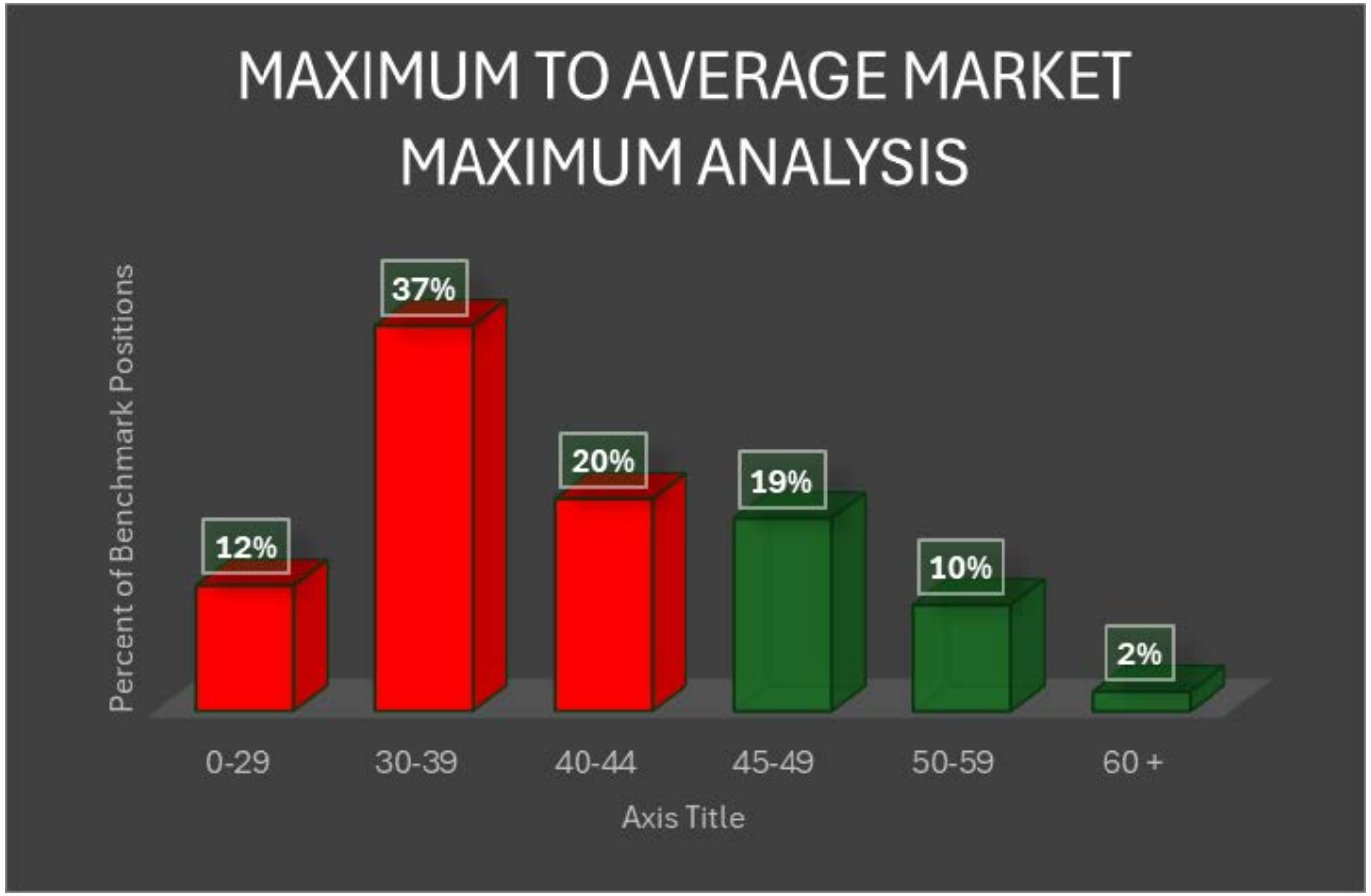
Rounding may not result in 100%

75% under Market

25% aligned with Market

Traditional schedules reach the midpoint 4-7 years

Maximum Salary Analysis

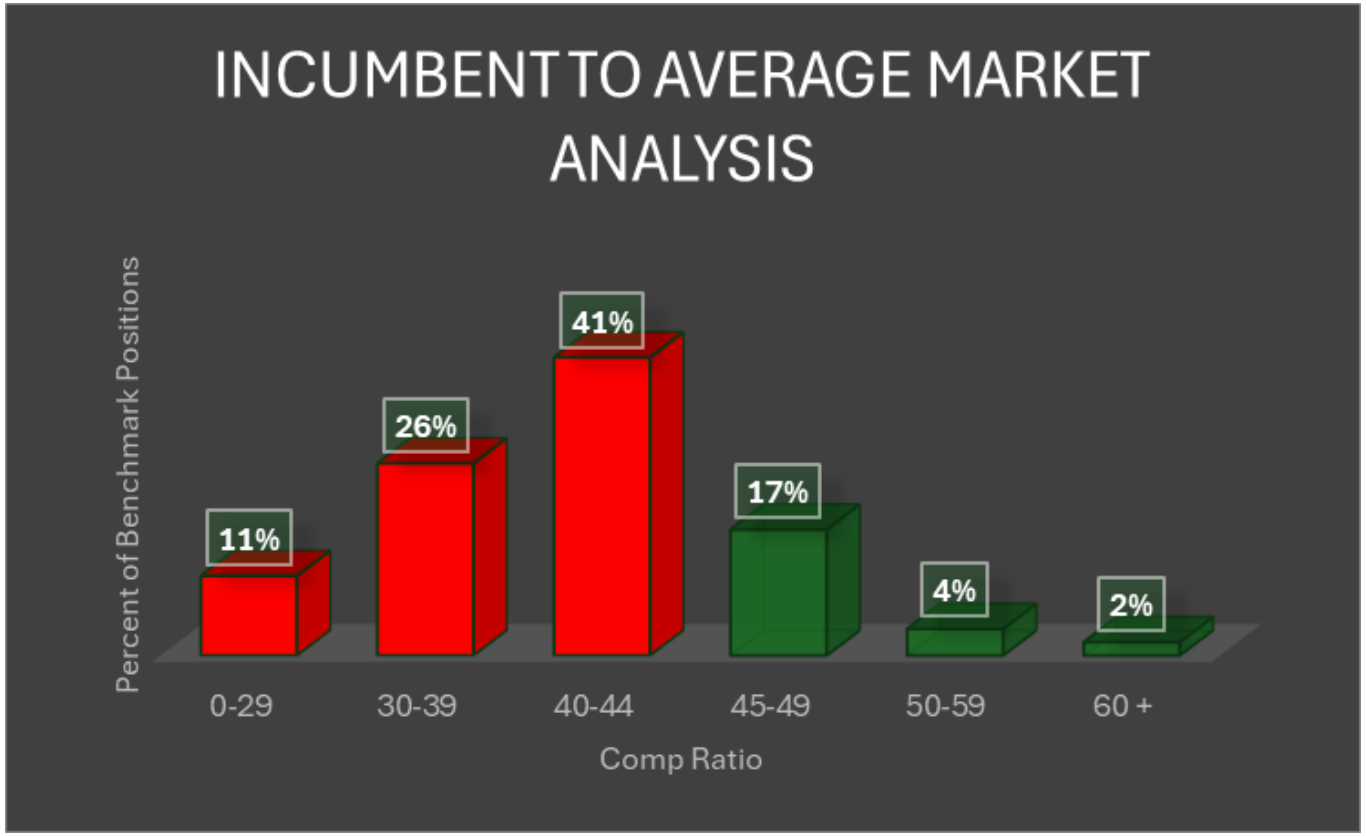


Rounding may not result in 100%

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

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

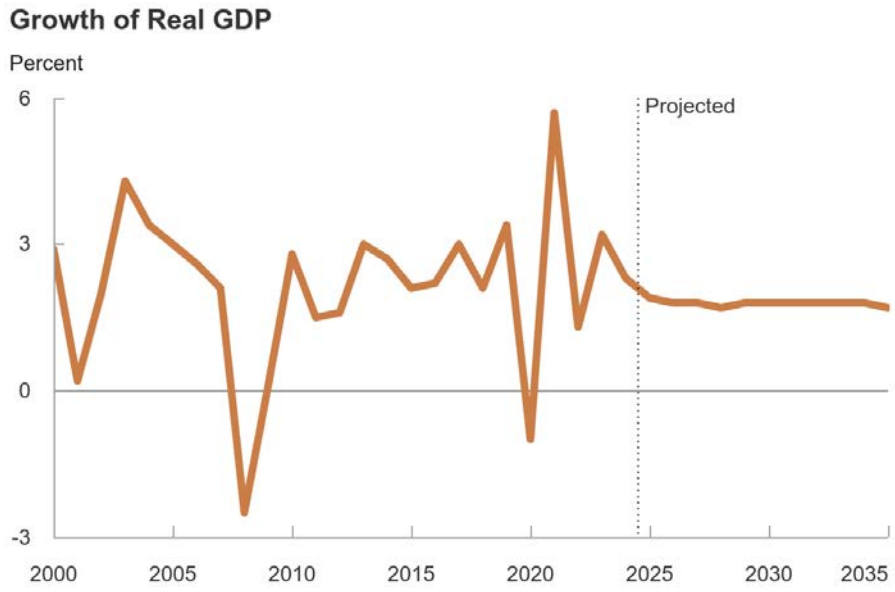
Utilization of several factors used to place positions:

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



naging 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	x
Jackson County		x	x	x	x			x	x	x	x	x
Josephine County		x	x	x	x			x	x	x	x	x
Lake Osewago		x	x	x	x		x	x	x	x	x	x
McMinnville	34442	x	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

Canby Utility Board
City of Monmouth
City of Canby
McMinnville Water and Light
Forest Grove Light & Power

Fire

Jackson County Fire District
City of Redmond
City of Wilsonville
Redmond Fire & Rescue
Tualatin Valley Fire & Rescue District

Parks

Bend Parks & Recreation

Public Works

Medford Water Commission

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%	2.5% (with 1% spot*)	4%	4%	3%	Avg. 5%	3% (with 1% spot*)	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%**	**?**	**?**	**?**
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%
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*		

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

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

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 Xlll 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, **t**he 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 bargain**ing** 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 **w**ill 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-

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**

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, a**n 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

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

<u>Section 8: Purposes for Sick Leave-</u> 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 11**6**% 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 **e**nsure continuity of electric service, the employee shall promptly report any unsafe conditions noted in connection with the City's facilities.

ARTICLEXVI- 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 by 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 11**6**%
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					
1st 6 months (70% of Line Installer Rate)	$36.2742	**$36.9997**	**$38.4797**	**$40.0189**	**$41.2194**
2nd 6 months (73% of Line Installer Rate)	$37.8288	**$38.5854**	**$40.1288**	**$41.7339**	**$42.9860**
3rd 6 months (76% of Line Installer Rate)	$39.3834	**$40.1711**	**$41.7779**	**$43.4490**	**$44.7525**
4th 6 months (80% of Line Installer Rate)	$41.4562	**$42.2853**	**$43.9767**	**$45.7358**	**$47.1079**
5th 6 months (84% of Line Installer Rate)	$43.5290	**$44.3996**	**$46.1756**	**$48.0226**	**$49.4633**
6th 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					
1st 6 months	$15.5564		**$16.1787**	**$16.8258**	**$17.3306**
2nd 6 months	$20.0418		**$20.8435**	**$21.6772**	**$22.3275**
3rd 6 months	$24.4399		**$25.4175**	**$26.4342**	**$27.2272**
4th 6 months	$28.8414		**$29.9951**	**$31.1949**	**$32.1307**
Thereafter	$33.2505		**$34.5805**	**$35.9637**	**$37.0427**
Telecommunications Technician (3)					
1st 6 months	$14.6678		**$15.2545**	**$15.8647**	**$16.3406**
2nd 6 months	$18.8971		**$19.6530**	**$20.4391**	**$21.0523**
3rd 6 months	$23.0366		**$23.9581**	**$24.9164**	**$25.6639**
4th 6 months	$27.1939		**$28.2817**	**$29.4129**	**$30.2953**
Thereafter	$31.3512		**$32.6052**	**$33.9095**	**$34.9267**

Mapping Specialist					
1st 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)					
1st 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).

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, **t**he 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 bargain**ing** 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-

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**

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, a**n 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

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

<u>Section 8: Purposes for Sick Leave-</u> 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 by 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

DocuSigned by:
Joseph L. Lessard
12CBCCFCAC094A5...

By: _____
Joe Lessard, City Manager

Date: 8/26/2022

APPROVED: Ashland City Council

DocuSigned by:
Melissa Hulitala
A02A82A0E5F2482...

By: _____

Date: 8/26/2022

International Brotherhood of Electrical Workers,
Local Union 659

By: _____
Jon Flegel, Business Manager

Date: 9/8/2022

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

9/21/2022

Lonnie R. Stephenson, Int'l President
This approval does not make the International a party to this agreement

"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					
1st 6 months (70% of Line Installer Rate)	$36.2742	**$36.9997**	**$38.4797**	**$40.0189**	**$41.2194**
2nd 6 months (73% of Line Installer Rate)	$37.8288	**$38.5854**	**$40.1288**	**$41.7339**	**$42.9860**
3rd 6 months (76% of Line Installer Rate)	$39.3834	**$40.1711**	**$41.7779**	**$43.4490**	**$44.7525**
4th 6 months (80% of Line Installer Rate)	$41.4562	**$42.2853**	**$43.9767**	**$45.7358**	**$47.1079**
5th 6 months (84% of Line Installer Rate)	$43.5290	**$44.3996**	**$46.1756**	**$48.0226**	**$49.4633**
6th 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					
1st 6 months	$15.5564		**$16.1787**	**$16.8258**	**$17.3306**
2nd 6 months	$20.0418		**$20.8435**	**$21.6772**	**$22.3275**
3rd 6 months	$24.4399		**$25.4175**	**$26.4342**	**$27.2272**
4th 6 months	$28.8414		**$29.9951**	**$31.1949**	**$32.1307**
Thereafter	$33.2505		**$34.5805**	**$35.9637**	**$37.0427**
Telecommunications Technician (3)					
1st 6 months	$14.6678		**$15.2545**	**$15.8647**	**$16.3406**
2nd 6 months	$18.8971		**$19.6530**	**$20.4391**	**$21.0523**
3rd 6 months	$23.0366		**$23.9581**	**$24.9164**	**$25.6639**
4th 6 months	$27.1939		**$28.2817**	**$29.4129**	**$30.2953**
Thereafter	$31.3512		**$32.6052**	**$33.9095**	**$34.9267**

Mapping Specialist					
1st 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)					
1st 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-

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

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 a**ny** 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

<u>Section 8: Purposes for Sick Leave-</u> 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, 202**5- Wage adjustment per the City's Comp and Class Study where employees will be placed in the new salary schedule n 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, 202**6**- **2**% increase
July 1, 202**7**- **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 $**10**0.00 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 by 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

Classifications:	7/1/2025
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

Classifications:	7/1/2025
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**

Classifications:	7/1/2025
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

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 bargain**ing** 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-

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

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 schedule**d** 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 used 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 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

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 used 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 up to 40/year 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 XII**I** 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 announcement**s** 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. T**he 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 by 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
120BC0FCAC094A5...
Joseph L. Lessard, City Manager

Date: 8/25/2022

APPROVED: Ashland City Council

DocuSigned by:
By: Melissa Hulitala
A02A62A0E5F2482...
Date: 8/25/2022

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION #659

By: J. Flegel
Jon Flegel, Business Manager

Date: 9/8/2022

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

9/21/2022

Lonnie R. Stephenson, Int'l President
This approval does not make the International a party to this agreement

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**

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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 fall 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 with in 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.

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 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	

<u>Section 7. FMLA and OFLA Leave.</u> 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

<u>Section 1. Bereavement Leave</u>. 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

<u>Section 1. Leaves of Absence Without Pay</u>. 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 is 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 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 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 certifcations 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 serviceAll 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 themself 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. Employess 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 $50.00 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

DocuSigned by:
By Joseph L. Lessard Date 10/17/2022
Joseph Lessard, City Manager

APPROVED:
ASHLAND CITY COUNCIL

DocuSigned by:
By Julie Akins Date 10/17/2022
Julie Akins, Mayor

L.I.U.N.A. Local No. 737

By Zack Culver Date 11/9/2022

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:	Step 1 - Next 12 Months	$21.7682	$3,773.15	$45,278
Utility Worker I	Step 2 - Next 12 Months	$23.0743	$3,999.55	$47,995
Lube Tech	Step 3 - Next 12 Months	$24.4589	$4,239.53	$50,874
	Step 4 - Thereafter	$25.8617	$4,481.49	$53,418
Grade = 602 LABORER 2	Step 0 - First 6 Months	$22.8568	$3,961.83	$47,542
Positions in this grade:	Step 1 - Next 12 Months	$23.9996	$4,159.92	$49,919
Utility Worker II	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:	Step 1 - Next 12 Months	$25.1995	$4,367.91	$52,415
Meter Reader/Repair	Step 2 - Next 12 Months	$26.7114	$4,629.97	$55,560
Water Treatment Plant Opt I	Step 3 - Next 12 Months	$28.3141	$4,907.76	$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:	Step 1 - Next 12 Months	$26.4596	$4.586.33	$55,036
Senior Utility Worker	Step 2 - Next 12 Months	$28.0471	$4,861.48	$58,338
Mechanic	Step 3 - Next 12 Months	$29.7299	$5,153.17	$61,838
Facilities Maint Worker	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:	Step 1 - Next 12 Months	$27.7823	$4,815.60	$57,787
Senior Mechanic	Step 2 - Next 12 Months	$29.4496	$5,104.59	$61,255
Water Treatment Plant Opt II	Step 3 - Next 12 Months	$31.2164	$5,410.83	$64,930
WW Treatment Plant Operator	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:	Step 1 - Next 12 Months	$29.5513	$5,122.22	$61,467
Cemetery Sexton	Step 2 - Next 12 Months	$30.9219	$5,359.78	$64,317
Utility Technician	Step 3 - Next 12 Months	$32.7773	$5,681.38	$68,177
WWTP Lab Tech	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:	Step 1 - Next 12 Months	$30.6301	$5,309.11	$63,709
Senior Water Treatment Plant Op	Step 2 - Next 12 Months	$32.4680	$5,627.88	$67,532
Water Quality Technician	Step 3 - Next 12 Months	$34.4161	$5,965.34	$71,584
Senior Wastewater Treatment Plant Op	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/BU Code 5000		Hourly	Monthly	Annual
Grade = 601 LABORER 1	Step 0 - First 6 Months	$21.5608	$3,737.21	$44,846
Positions in this grade:	Step 1 - Next 12 Months	$22.6390	$3,924.08	$47,089
Utility Worker I	Step 2 - Next 12 Months	$23.9973	$4,159.53	$49,914
Lube Tech	Step 3 - Next 12 Months	$25.4372	$4,409.11	$52,909
	Step 4 - Thereafter	$26.7090	$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:	Step 1 - Next 12 Months	$24.9598	$4,326.31	$51,916
Utility Worker II	Step 2 - Next 12 Months	$26.4570	$4,585.88	$55,031
	Step 3 - Next 12 Months	$28.0446	$4,861.05	$58,333
	Step 4 - Thereafter	$29.4467	$5,104.09	$61,249
Grade = 607 LABORER 3	Step 0 - First 6 Months	$24.9596	$4,326.31	$51,916
Positions in this grade:	Step 1 - Next 12 Months	$26.2075	$4,542.63	$54,512
Meter Reader/Repair	Step 2 - Next 12 Months	$27.7799	$4,815.17	$57,782
Water Treatment Plant Opt 1	Step 3 - Next 12 Months	$29.4467	$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	$4,542.63	$54,512
Positions in this grade:	Step 1 - Next 12 Months	$27.5180	$4,769.78	$57,237
Senior Utility Worker	Step 2 - Next 12 Months	$29.1689	$5,055.94	$60,671
Mechanic	Step 3 - Next 12 Months	$30.9191	$5,359.30	$64,312
Facilities Maint Worker	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:	Step 1 - Next 12 Months	$28.8936	$5,008.22	$60,099
Senior Mechanic	Step 2 - Next 12 Months	$30.6276	$5,308.77	$63,705
Water Treatment Plant Opt II	Step 3 - Next 12 Months	$32.4650	$5,627.26	$67,527
WW Treatment Plant Operator	Step 4 - Thereafter	$34.0884	$5,908.64	$70,904
Grade = 609 LABORER 6	Step 0 - First 6 Months	$28.8936	$5,008.22	$60,099
Positions in this grade:	Step 1 - Next 12 Months	$30.7334	$5,327.11	$63,925
Cemetery Sexton	Step 2 - Next 12 Months	$32.1587	$5,574.17	$66,890
Utility Technician	Step 3 - Next 12 Months	$34.0884	$5,908.64	$70,904
WWTP Lab Tech	Step 4 - Thereafter	$35.7928	$6,204.07	$74,449
Grade = 612 LABORER 7	Step 0 - First 6 Months	$30.3364	$5,258.56	$63,103
Positions in this grade:	Step 1 - Next 12 Months	$31.8553	$5,521.48	$66,258
Senior Water Treatment Plant Op	Step 2 - Next 12 Months	$33.7667	$5,852.78	$70,233
Water Quality Technician	Step 3 - Next 12 Months	$35.7928	$6,203.96	$74,447
Senior Wastewater Treatment Plant Op	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	$46,192
Positions in this grade:	Step 1 - Next 12 Months	$23.3161	$4.041.80	$48,502
Utility Worker I	Step 2 - Next 12 Months	$24.7172	$4.284.31	$51,412
Lube Tech	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	$24.4642	$4.243.92	$50,927
Positions in this grade:	Step 1 - Next 12 Months	$25.7083	$4.456.10	$53,473
Utility Worker II	Step 2 - Next 12 Months	$27.2507	$4.723.45	$56,681
	Step 3 - Next 12 Months	$28.8659	$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:	Step 1 - Next 12 Months	$26.9938	$4,678.91	$56,147
Meter Reader/Repair	Step 2 - Next 12 Months	$28.6133	$4.959.62	$59,515
Water Treatment Plant Opt 1	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	$26.9938	$4.678.91	$56.147
Positions in this grade:	Step 1 - Next 12 Months	$28.3436	$4,912.88	$58,955
Senior Utility Worker	Step 2 - Next 12 Months	$30.0440	$5,207.62	$62,491
Mechanic	Step 3 - Next 12 Months	$31.8467	$5,520.08	$66,241
Facilities Maint Worker	Step 4 - Thereafter	$33.4390	$5,796.08	$69,553
Grade = 611 LABORER 5	Step 0 - First 6 Months	$28.3436	$4.912.88	$58,955
Positions in this grade:	Step 1 - Next 12 Months	$29.7604	$5.158.47	$61,902
Senior Mechanic	Step 2 - Next 12 Months	$31.5464	$5,468.03	$65,616
Water Treatment Plant Opt II	Step 3 - Next 12 Months	$33.4390	$5,796.08	$69.553
WW Treatment Plant Operator	Step 4 - Thereafter	$35.1110	$6,085.90	$73,031
Grade = 609 LABORER 6	Step 0 - First 6 Months	$29.7604	$5,158.47	$61.902
Positions in this grade:	Step 1 - Next 12 Months	$31.5554	$5,496.93	$65,843
Cemetery Sexton	Step 2 - Next 12 Months	$33.1235	$5,741.40	$68.897
Utility Technician	Step 3 - Next 12 Months	$35.1110	$6,085.90	$73,031
WWTP Lab Tech	Step 4 - Thereafter	$36.6665	$6.390.19	$76,682
Grade = 612 LABORER 7	Step 0 - First 6 Months	$31.2486	$5.416.32	$64,996
Positions in this grade:	Step 1 - Next 12 Months	$32.8109	$5.687.12	$68,245
Senior Water Treatment Plant Op	Step 2 - Next 12 Months	$34.7797	$6,028.37	$72,340
Water Quality Technician	Step 3 - Next 12 Months	$36.6665	$6,390.08	$76,681
Senior Wastewater Treatment Plant Op	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 fall 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 a**ny** 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 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 **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 themself 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 Ill 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_____ Date_____
Sabrina Cotta, City Manager

L.i.U.N.A Local Union 737

By_____ Date_____
Zack Culver, Business Manager

By_____ Date_____
Kevin Kennel, Business Agent

Oregon and Southern Idaho District Council of Laborers

By_____ Date_____
Jeffery Gritz, Business Manager OSIDCL

“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 Treatmemt 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 Treatmemt 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 Treatmemt 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 increaed 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
Utiity 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
Utiity Tech I	300 Laborer	1	$24.50	$50,960.00	5.1%	[redacted]			$1.18	$2,458.35	$0.49	$1,019.20	$0.50	$1,039.58
Utiity Tech I	300 Laborer	3	$25.99	$54,059.20	5.1%	[redacted]			$1.27	$2,647.32	$0.52	$1,081.18	$0.53	$1,102.81
Utiity Tech I	300 Laborer	1	$24.50	$50,960.00	5.1%	[redacted]			$1.18	$2,458.35	$0.49	$1,019.20	$0.50	$1,039.58
Utiity Tech I	300 Laborer	1	$24.50	$50,960.00	5.1%	[redacted]			$1.18	$2,458.35	$0.49	$1,019.20	$0.50	$1,039.58
Utiity Tech I	300 Laborer	1	$24.50	$50,960.00	5.1%	[redacted]			$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
WW Treatment Plant Operator I	310 Laborer	3	$32.76	$68,140.80	2.9%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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%	[redacted]			$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 increaed 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
WW Treatment Plant Operator II	315 Laborer	4	$34.35	$71,448.00	2.7%	[redacted]			$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
WW 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
WW 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**

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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:

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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. <u>Vacations for Management and Confidential Employees</u>.

6.1. <u>Eligibility</u>. 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. <u>Utilization</u>. 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. <u>Continuous Service</u>. 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. <u>Accrual Limitation</u>. 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 pro-rated 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 **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

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. **<u>Effective Date</u>.** 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
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Melissa Huhtala, City Recorder

SIGNED and APPROVED this 16th day of August, 2022.

DocuSigned by:
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Julie Akins, Mayor

Reviewed as to form:

DocuSigned by:
Doug McGeary
7EDA20DBCCBC4E6...

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

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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, 202**5 – 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, 202**6 – 2%**
- July 1, 202**7 – 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. <u>Health, Welfare and Retirement</u>.

The City agrees to provide health, welfare, and retirement benefits in accordance with Appendix "B" for employees subject to this resolution.

16. <u>Compliance with FLSA</u>.

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. <u>Effective Date</u>. 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

		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
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

		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
	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

City Manager's Report

August Report—8.5.2025

CITY MANAGER'S OFFICE:

- The City has worked with the Methodist Church in Ashland to provide a **cooling center** as needed between the hours of 12 and 8 p.m. when we reach thresholds as outlined in the Severe Weather Resolution.
- The **City Recorder's Office** has successfully shredded 400 boxes of archived records and cleared out one storage unit the City currently rents to house these records that have expired retention requirements.
- **Childcare grant money** is being processed and distributed as decided by the *Childcare Ad Hoc Committee* to the following organizations:
    - *YMCA $50,000*
    - *Avery Street $30,000*
    - *Mountain Star $20,000*
- City TLT (Transient Lodging Tax) funds have helped launch a **daily shuttle to bring PCT (Pacific Crest Trail) hikers** into town. This shuttle will run through mid-October as part of a pilot program to see if this is an effective tool for increasing tourism (particularly in August!). Participating businesses include Ashland Mountain Adventure, Columbia Hotel, Skout, Sunday Afternoons and the Running Store.
- An **event calendar app** is on its way! ***Storytown*** has been selected to develop, host and manage an event calendar app to showcase local events and pull in visitors. This project is paid for through TLT funds, with an anticipated app launch in September.
- The two **public parking lots on Water Street have been changed from a no-limit to a 4-hour limit**. This change aligns with parking rules in other downtown lots and helps ensure consistent turnover, making more parking spaces available for visitors and supporting downtown businesses throughout the day.
- The **City's EOC (Emergency Operation Center) was stood up for the following**:
    - June 14, SOU (Southern Oregon University) Commencement
    - July 4 festivities
      Both events went smoothly.
- **Jackson Alerts** were sent out for the following in July 2025:
    - **Advisory Power Outages** in Southeast Ashland.
    - **Advisory for Tolman Creek Road water main break.**
    - **Advisories for lightning fires…**
        - **Pompadour Fire**
        - **Neil Creek Fire** (Interagency coordination with JaCo Emergency Management. City Wildfire Hotline and AM 1700 were utilized.)
- **Public Outreach for Emergency Preparedness:**
    - **Ashland Senior Center presentation.**
    - **CERT (Community Emergency Response Team) drill / hands-on evacuation exercise.**

- **SOU Wildfire Resilience Panel / Strategic planning forum.**

Emergency Coordinator Kelly Burns, far right, at the SOU Wildfire forum

- **Better Prepared Wildfire Series EVACUATION Workshop** with community partners, *Ashland.news, Ashland Climate Collaborative and Ashland Together*. Over 400 in attendance. **Watch a recording**.
- *Ashland Climate Collaborative* article on, **"Lessons Learned from the Almeda Fire."** This story has been repurposed in other places. **Read it!**
- **KSKQ interview on Emergency Preparedness**. **Listen In!**
- On August 16, **the City will present emergency preparedness information to 27 Ukrainian families** who have relocated to the Rogue Valley. (Emergency Coordinator **Kelly Burns** will be presenting with Community Education Coordinator **Sara Jones**.)

- The City is installing **Indoor and Outdoor AQI (Air Quality Index) monitors in 10 City facilities.** The monitors will eventually display readings on a map that can be viewed online.
- The NEW Ashland **City e-Newsletter** brings it all straight to your inbox. **Sign up Now for City e-News!**
- The City provides **archives of public meeting broadcasts**. You can also watch recordings of educational programs provided by the City, including **OLLI (Osher Lifelong Learning Institute) classes**—*Civics 101* and *Show Me the Money!* —and the **Better Prepared Wildfire Series**. Take this opportunity to learn more about how local government works and being prepared for wildfire season!
  - **Ashlandoreogon.gov/WatchMeeting**
  - **ashlandoregon.gov/OLLI** (Osher Lifelong Learning Institute at Southern Oregon University)
  - **ashlandoregon.gov/BetterPreparedSeries**
- **Office Hours at City Hall:**
  - **Councilor Jeff Dahle –** 3rd Monday of each month from 2 to 3:30 p.m.
  - **Councilor Bob Kaplan –** 1st Monday of each month from 1 to 2:30 p.m.
  - **Councilor Gina DuQuenne –** 1st Thursday of each month from Noon to 1:30 p.m.
  - **City Manager Sabrina Cotta –** Thursday each week from 8:30 to 10 a.m.
    Office hours exclude holidays.

City Manager's Report

- **Coffee & Conversation** gatherings are underway and will continue for the calendar year. This is an opportunity for residents to connect with elected officials and staff. The meetings are informal with no set agenda. Events are scheduled as follows:
    - August 12, 5 to 6:30 p.m. at Hunter Park
    - September 10, 3:30 to 5 p.m. at Enders Shelter
    - October 14, 1 to 2:30 p.m. at North Mountain Park Pavilion
- **Are you signed up for emergency alerts with JACKSON ALERTS?** The City partners with Jackson County under one alert messaging system called JACKSON ALERTS. Sign up your whole family by visiting **ashlandoregon.gov /Alerts.**

ELECTRIC:

- Electric has successfully **worked with Pacific Power to fix a breaker issue that was causing us some nuisance outages on the Southern end of town.**
- For the first time in several years the Electric Department will be **fully staffed with Line Installers**!
- All three **EV rebates are back**! Stack state, federal and Ashland incentives—up to $13,500 in savings. Buy or lease by September 30, 2025, and help Ashland meet its climate goals! **Learn More**.

FINANCE:

- Utility Billing
    - In-person office hours on Tuesdays and Fridays at the new location, 2245 Ashland Street.
    - New payment drop box at 2245 Ashland Street.
    - Utility Assistance Programs are underway, **Learn More.**
    - A request for proposal for new Utility Billing software is in the works.

FIRE:

- Sign up for **non-emergency notifications about controlled burns and wildfire smoke**. Join our Watershed group by texting **WATERSHED** to **888777**.
- As of July 31, the **fire danger for Ashland remains HIGH**. Restrictions on gas-powered equipment are still in effect. Please review the current guidelines and do your part to help keep our community safe! **View Restrictions.**
- **Smoke Preparedness Workshops** on August 9 and 16 at RVML (Rogue Valley Metaphysical Library). Learn more and register at **RVML.org**, or call 541.552.2218.
- **CERT Training** in late September, early October. Sign up and learn more at **ashlandcert.org.**

City Manager's Report

PARKS & RECREATION:

- The Daniel Meyer Pool will close to the public for the season on Sunday August 24. Full schedule for August includes lap swim, recreational swim, swim lessons, water polo and more! Learn more at **ashlandoregon.gov/swim**.
- Information on **Public Meetings in August:**
    - East Main Street Park Update Open House, August 14, 5 to 6 p.m. at the Ashland Senior Center, 1699 Homes Avenue. **Learn more.**
    - Winburn Way Public Meeting, August 27, 5:30 to 6:30 p.m. at The Grove, 1195 East Main Street.
- Local nonprofits host **FREE Community Concerts** at the Lithia Park Butler Memorial Bandshell from 6 to 9 p.m.:
    - August 18, **The Lucky Strokes** with opener **The Wreckless Strangers**, sponsored by Epic Ashland.
    - September 15, **The Rumble** with opener **Les Greene & the Swazeys,** sponsored by Epic Ashland.
    - September 22, **Sean Hayes,** sponsored by Ashland Folk Collaborative.

POLICE:

- The Police Department is **partnering with an online addiction recovery service called Boulder Care.** They offer telemedicine/counseling/recovery services. The Boulder Care local representative plans to do some outreach on the City's Night Lawn. In an effort to make this accessible to those on the lawn, PD has asked the City IT Department to explore boosting the guest Wi-Fi access from the Municipal Court building, so it better penetrates the lawn and parking area. PD is also checking with AT&T to see if they can donate basic smart phones to remove that as an obstacle toward reaching out for help.

PUBLIC WORKS:

- GIS has updated the **CIP dashboard online**.
- **Construction of the new Water Treatment Plant** is underway. Learn more at **ashlandoregon.gov/WaterPlant**.

WHAT'S COMING UP?

- **Ashland City Band Concerts—Every Thursday evening this summer through August 14 at the Lithia Park Bandshell.** The City Band plays a mix of original works, orchestral transcriptions, marches and musicals, often featuring guest soloists! With roots dating back to 1876, the 70-member band continues its tradition of weekly concerts each summer. Seating is limited. Bring a chair or blanket. The free concerts start at 7 p.m., with pre-concert music kicking off at 6:15 p.m.
- **Silent Disco in Lithia Park, 1st & 3rd Fridays thru October.** Come experience music in a whole new way! Silent Disco has wireless headphones which lets you choose between multiple channels of Live DJs in an immersive and unforgettable experience for the whole family! Celebrate the diversity and uniqueness of Ashland with Silent Disco in the Park! First & Third Fridays | May through October | 6 to 11 p.m. | $10 for headphones.