



Council Business Meeting Agenda

ASHLAND CITY COUNCIL BUSINESS MEETING AGENDA

Tuesday, November 18, 2025

Council Chambers, 1175 E Main Street

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

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. EXECUTIVE SESSION 5:00 PM

I. To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2)(d). II. To conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660 (2)(e).

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

VI. APPROVAL OF MINUTES

- a. Minutes of the November 3, 2025 – Study Session Meeting
- b. Minutes of the November 4, 2025 - Business Meeting
- c. Minutes of the July 19, 2022 - Business Meeting
- d. Minutes of the August 2, 2022 - Business Meeting

VII. CONSENT AGENDA

- a. Appointment of Audit Committee Members

VIII. SPECIAL PRESENTATIONS

- a. Finance Update - First Quarter FY 26

IX. PUBLIC FORUM

X. PUBLIC HEARING

- a. First Reading of Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

- a. Proposal for Winter/Extreme Weather Shelter at 2200 Ashland St
- b. Ratification of the 3-Year Labor Agreements between IAFF Local 1269 and Ashland Parks and Recreation Teamsters Local 223
- c. Franchise Agreement versus Right of Way Ordinance
- d. City Council Retreat Agenda

XIV. CITY MANAGER REPORT





Council Business Meeting Agenda

a. Look Ahead

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.



**ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, November 3, 2025**

Mayor Graham called the meeting to order at 5:30 p.m.

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
Tom McBartlett	Director of Electric

I. Call to Order

II. Reports and Presentations

a. Electric Rate Presentation and Proposal

Councilor Bloom immediately raised a procedural concern regarding the electric rate presentation, emphasizing the importance of enabling both the Council and the public to engage with the materials fully. Concern was expressed that the Council had to discuss a complex issue affecting ratepayers without adequate preparation time, as the draft cost of service study was not included in the meeting packet. *Motion made to postpone the presentation and discussion until such a time as council and the public have received the full cost of service study in advance by either the next study session or a special meeting if deemed necessary.*

During discussion, some councilors emphasized that the matter's importance warranted thorough preparation. Questions were raised regarding which materials had already been shared and if Council would have additional opportunity to review the information and provide feedback before the report's completion. Staff explained that purpose of this study session was to present findings, gather initial feedback, and incorporate that input into a draft report for future Council consideration. Those opposing postponement expressed that it would be beneficial to proceed as planned, viewing the consultants' presentation as an opportunity for engagement and guidance. This approach would allow the consultants to prepare an initial draft report informed by preliminary feedback, with flexibility for future review sessions. Support for postponement was also expressed, emphasizing the importance of including complete presentation materials in the Council packet to ensure transparency.

Cotta clarified the definition of a study session as outlined in the AMC, stating study session are for Council members to receive background information and ask questions about matters to be subsequently voted on. Council members expressed concern about providing input without prior review of the complex materials. It was noted that limited time for analysis could affect the ability to offer substantive feedback. Questions were raised regarding how the process would continue if no comments were provided at this meeting.

The rate consultant, Mark Beauchamp (via Zoom), explained that the presentation was intended to familiarize Council with the process, financial targets, and recommendations; and clarified he could return for another meeting if needed and he was not expecting immediate feedback.

The resulting votes on the motion were Bloom, Dahle, DuQuenne, and Sherrell, Aye, Kaplan and Hansen, Nay. Following the vote, Council discussed the need for consistency in how materials are provided for meetings.

b. Ballot Measure Question: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?'

DuQuenne introduced the ballot measure discussion, clarifying that the issue concerned additional taxes and fees on utilities, not the actual utility rates themselves. Councilors reflected on the recent fee increases and whether voters should have the opportunity to vote on such fees before utility bills are impacted. The difference between taxes and fees on utility bills were clarified in that only fees can be added to utility bills and are set by the Council. It was emphasized that the discussion was specifically for the parks fee, wildfire protection fee, and public safety fee not utility rates or taxes, which already require voter approval.

Councilors discussed concerns about previously circulated misinformation and the potential impact such information could have if the measure were presented to voters. Discussion included balancing the Council's responsibility, as elected representatives, to make informed decisions following thorough analysis with the importance of maintaining public trust by involving voters in the decision-making process. Additional concerns were expressed regarding the precedent this decision could set for future councils and whether the proposed ballot language clearly communicated its implications for inflation adjustments to fees or other charges, such as the street user fee.

An alternative process was suggested of creating an ordinance that would establish a rigorous public engagement process for any new fees or above-inflation increases which could include notices to all households, dedicated public hearings, online surveys, and a minimum timeframe for consideration. It was also discussed whether residents struggling financially engage with surveys or city communications due to time constraints.

The Council conducted a straw poll on whether to put the proponent's initiative on the ballot:

- Councilors DuQuenne, Bloom and Sherrell: Yes
- Councilors Dahle, Hansen and Kaplan: No
- Mayor Graham: No

With a 3-4 result, the Council directed staff not to put the petition forward.

Graham proposed working on an ordinance to establish procedures for fee changes with several councilors expressing interest in addressing this issue after the December retreat where they would be focusing on budget forecasting and financial planning.

III. Adjournment of Study Session

The meeting was adjourned at 6:42 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

DRAFT

**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, November 4, 2025**

I. 5:00 PM Executive Session

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, City Manager Sabrina Cotta, City Recorder Alissa Kolodzinski were present. From the media was Steve Michell of Ashland.news.

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
Brandon Goldman	Community Development Director
Aaron Anderson	Senior Planner
Rachel Dias	Deputy Director of Parks & Recreation

II. CALL TO ORDER

Graham called the meeting to order at 6:02 p.m.

- a. Land Acknowledgement**

Dahle read the land acknowledgement.

III. PLEDGE OF ALLEGIANCE

Kaplan led the pledge of allegiance.

IV. ROLL CALL

V. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

Item C (Imperatrice property) was removed from the consent agenda to come back as an agenda item.

VI. APPROVAL OF MINUTES

- a. Minutes of the October 20, 2025 – Study Session Meeting
- b. Minutes of the October 21, 2025 – Business Meeting
- c. Minutes of the October 7, 2025 – Business Meeting

Hansen moved to approve the minutes of October 20, 21, and October 7 as presented in the packet.

Bloom seconded the motion.

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

VII. CONSENT AGENDA

- a. Resolution 2025-28 Establishing Ownership of the Hargadine Cemetery
- b. Resolution 2025-29: Approving an Additional Seasonal Event Day on December 6th, 2025, per Ashland Municipal Code 13.03.030
- c. Request to Begin Surplus Property Process - Imperatrice Property (removed from agenda)
- d. Resolution 2025-27 Authorizing Parks and Recreation Department Grant Application.

Item d was pulled to be discussed under Unfinished Business.

Bloom moved to approve the remaining items on the consent agenda (items a and b). Dahle seconded the motion.

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

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM -

Several community members spoke about topics including the importance of inclusion for those experiencing homelessness, the increasing food insecurity in light of recent EBT and WIC cuts affecting vulnerable populations, and a petition effort to add a May ballot measure. There was also a request for the December retreat to focus on addressing overspending.

X. PUBLIC HEARING

- a. *Public Hearing and First Reading of Ordinance 3272: "An ordinance annexing property and withdrawing an annexed area from Jackson County Fire District no. 5, and also repealing ordinances 3215 and 3194 which were the previous annexation approvals in Casita 1 and Casita 2." (1511 Highway 99 - Planning Action #PA-T3-2024-00011)*

Graham opened the public hearing.

Graham explained the procedure for this Type III planning action and hearing. Kaplan reported having had ex parte communication from Marty Eldridge by e-mail. Kaplan spoke that he declined to meet and instead referred Eldridge to Staff and clarified this contact would not influence his decision.

Goldman presented the application for annexation, zone change, and site design review for 10 apartment buildings containing 210 one-bedroom units with 24 affordable units restricted to 80% area median income (see attached). Previous applications for this site had been remanded by the Land Use Board of Appeals (LUBA) primarily over parking exceptions, street improvements, and affordable housing unit size standards. The Planning Commission had recommended approval with conditions, finding the proposal met all applicable criteria including the affordable housing requirements, transportation impact requirements, and infrastructure needs.

Anderson showed slides depicting the project location, site plan, and building designs. He noted that each building would have affordable units distributed throughout the project, and that the only exception requested was to the phasing requirements for affordable housing.

Bob Kendrick of Kendrick Enterprise LLC, representing the applicant, explained that the Grand Terrace project would provide needed housing while including sustainable features such as EV car sharing, reduced parking demand, and pedestrian amenities. He noted that the project meets all city ordinances and would include transit improvements. Kelly Sando, the traffic engineer, explained via Zoom that the traffic impact analysis demonstrated the project met Oregon Administrative Rules for annexation applications and that ODOT had concurred with their findings.

Eight members of the public testified during the public hearing:

- Mary Dorsch expressed concerns about traffic impacts to Ashland Mine Road, noting that the road is already congested and is a bottleneck for evacuation during fire emergencies.
- Sean Van Osdal, stated that all 140 households in his neighborhood opposed the project due to concerns about quality of life and emergency evacuation with only one exit available.
- Morgan Strickland and Marty Eldridge, requested that the city require the developer to create an alternate emergency escape route from Wildcat Lane over the railroad tracks to the new development.
- Brent Thompson argued that the project represented bad planning and cited concerns about traffic congestion, inadequate pedestrian access, and lack of park facilities close by.
- Richard Vilas asked the council to address infrastructure concerns first, particularly widening the bridge at North Valley View to improve evacuation routes.
- Echo Fields spoke in support of the project, noting it complies with the city's housing production strategy and meets relevant planning codes.
- Diane Paulson opposed the development due to traffic concerns, questioning the traffic study and expressing doubt that residents would use alternative transportation.
- Andy Khan supported the project but supported the request for an emergency exit through the corner of the property.

In response to questions about a potential emergency exit, Goldman explained that the project did not include such a connection as submitted, but the Council could ask the applicant to provide an acknowledgment that no development would occur in an area that might accommodate a future connection, should a railroad crossing ever be approved.

Kendrick stated in rebuttal that he was willing to help address evacuation concerns but noted that making a railroad crossing a condition of approval would make the project infeasible due to the lengthy timeline for railroad approvals.

During deliberation, councilors acknowledged concerns about evacuation and traffic but emphasized the critical need for housing in Ashland. Councilors noted that the city's responsibility was to ensure

housing availability while also working on safety improvements and that the upcoming Transportation System Plan would provide opportunities to address evacuation issues.

Graham closed the public hearing.

Dahle moved to approve Ordinance number 3272, an ordinance annexing property and withdrawing an annexed area from Jackson County Fire District No. 5 and directing staff to present findings approving planning action #PA-T3-2024-00011, reflecting the approval of the exception to the standard for affordable housing phasing at AMC 18.5.8.050.g.4 and return for a second reading on December 2, 2025. Bloom seconded the motion.

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

- b. *First Reading of Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32.*

Postponed to next meeting due to lack of time.

Recess taken for 10 minutes.

c. ORDINANCES, RESOLUTIONS AND CONTRACTS

- a. *Second Reading and Adoption of Findings for a Legislative Amendment to the Southern Oregon University Facilities Masterplan and Implementing Ordinances #3267, #3268, and #3269 (#PA-L-2025-00016)*

Councilor Hansen recused himself from the conversation and vote due to a conflict of interest as a solar contractor.

Goldman explained that this was the second reading of ordinances related to Southern Oregon University's 2025 Facilities Master Plan. The council had approved the first reading on October 7, 2025, with several amendments that were now incorporated into the final documents. Goldman read the amended sections aloud, which included modifications to sections regarding applicability, permitted uses, and conditional uses.

Bloom moved to approve second reading and adoption of the following ordinances as amended at first reading on July 15 and October 7, 2025: Ordinance number 3267, an ordinance amending the city of Ashland comprehensive plan to adopt and incorporate the Southern Oregon University 2025 facilities announcement plan amendment as supporting document plan; Ordinance number 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 amendment; and Ordinance number 3269, an ordinance amending the adopted zoning and comprehensive plan maps to be consistent with Southern Oregon University 2025 Facilities Master Plan Amendment. Sherrell seconded the motion.

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

Bloom moved to approve and adopt the findings of fact and conclusions of law for planning action PA-L-2025-00016 as amended to reflect the council's October 7, 2025, action and serve as the record in support of adoption of ordinances 3267, 3268, and 3269. DuQuenne seconded the motion.

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

d. UNFINISHED BUSINESS

From consent agenda

d. Resolution 2025-27 Authorizing Parks and Recreation Department Grant Application

Dials explained that the Parks department was seeking to apply for an Oregon Parks and Recreation Department Land and Water Conservation Fund grant for Phase 2 of East Main Park. She noted it would be a 50/50 matching grant, with the city's portion potentially coming from unencumbered Food and Beverage Tax funds and System Development Charges (SDC) money. If awarded, the city would receive notice next year with work beginning in early 2027.

Councilors discussed ramifications of pursuing a grant requiring matching funds. It was noted that Parks receives approximately \$885,000 annually from Food and Beverage Tax revenues. Dials confirmed that about \$150,000 in SDC funds might be available for the project. It was noted that this was an opportunity to complete the park in an underserved area with the potential to find community partners to help fund it.

Hansen moved to approve Resolution number 2025-27 to apply for a Land and Water Conservation Fund grant for East Main Community Park Phase 2. Dahle seconded the motion.

Roll Call Vote: Bloom, Dahle, Kaplan, Hansen, and Sherrell – YES. DuQuenne – NO. Motion passed

e. NEW BUSINESS

f. CITY MANAGER REPORT –

Cotta reported that:

- Code enforcement had worked with Bi-Mart and Shop & Kart to enforce cleanup in their back areas with significant progress
- Eight low-income housing units were approved as part of a 16-unit development at 300 Clay Street
- Ashland Fiber Network signed a new bandwidth contract saving \$41,000 while increasing bandwidth by 33%
- The Centennial Ice Rink was scheduled to open on November 21st, weather permitting
- Culvert work around Ashland Creek related to the water treatment plant was nearly complete

Cotta noted that upcoming agenda items would include a first quarter financial update, discussion of the Avista franchise agreement, health insurance review, collective bargaining agreements, the liquor

license ordinance, and a proposal from OHRA (Opportunities for Housing, Resources, and Assistance) for winter sheltering.

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

h. ADJOURNMENT

Bloom moved to adjourn. Seconded by DuQuenne

All Ayes. Motion passed.

The meeting was adjourned at 8:46 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



City Council Meeting

Ordinance 3272
November 4, 2025

Grand Terrace Annexation

This is the first time this application has come before Council

November 4, 2025.

AN ORDINANCE ANNEXING PROPERTY AND WITHDRAWING AN ANNEXED AREA FROM JACKSON COUNTY FIRE DISTRICT NO. 5. AND ALSO REPEALING ORDINANCES 3215 AND 3194 WHICH WERE THE PREVIOUS ANNEXATION APPROVALS IN CASITA 1 AND CASITA 2.





Better Together

Brandon Goldman

DEPARTMENT DIRECTOR

Aaron Anderson

SENIOR PLANNER

COMMUNITY DEVELOPMENT

3

Grand Terrace

9-lot (210 dwelling unit) **Outline Plan & Final plan approval** for a Performance Standards Option (PSO) subdivision, and;

Site Design Review approval for the ten apartment buildings and related site improvements

Annexation/Zone Change for 8.5-acres property, with adjacent ODOT right-of-way (ROW) and railroad property.

4

Background

A substantially similar application was approved in 2020 and subsequently appealed to LUBA where it was reversed. The City Council then amended our annexation regulations to allow for variances and exceptions.

In December 2022, a second application was approved this time including outline plan and Site Design Review. This was also appealed to LUBA where they remanded on two issues. At the remand hearing the application was withdrawn.

5

Grand Terrace

Planning Commission Approval

- Hearing May 13, 2025
- Findings adopted July 22, 2025

6

Grand Terrace – Planning Commission

Property lies entirely within the Urban Growth Boundary and contiguous with city limits

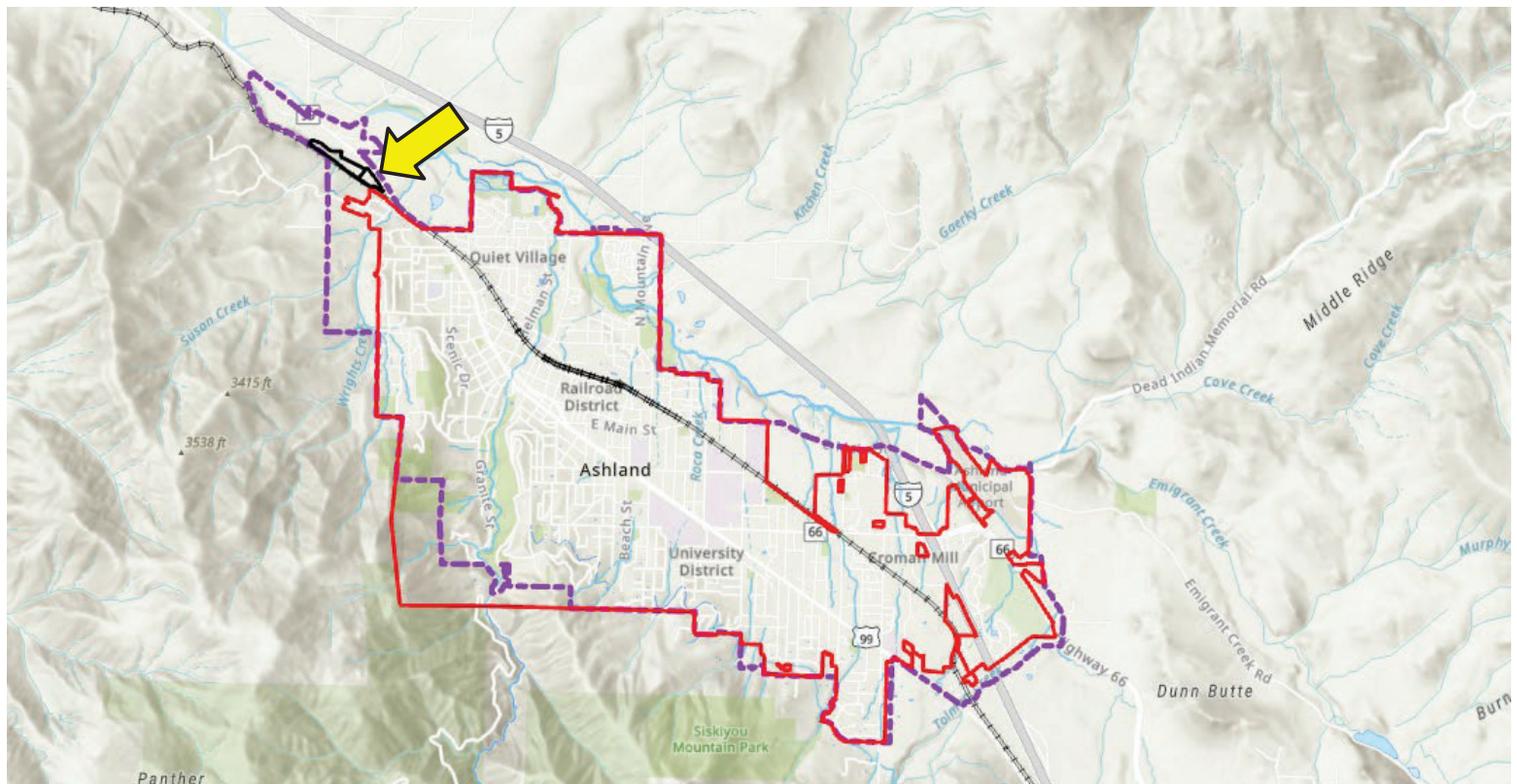
Proposed R-2 zoning and multi-family use are consistent with the Comprehensive Plan designation.

Public facilities, including transportation, deemed adequate by Public Works and ODOT

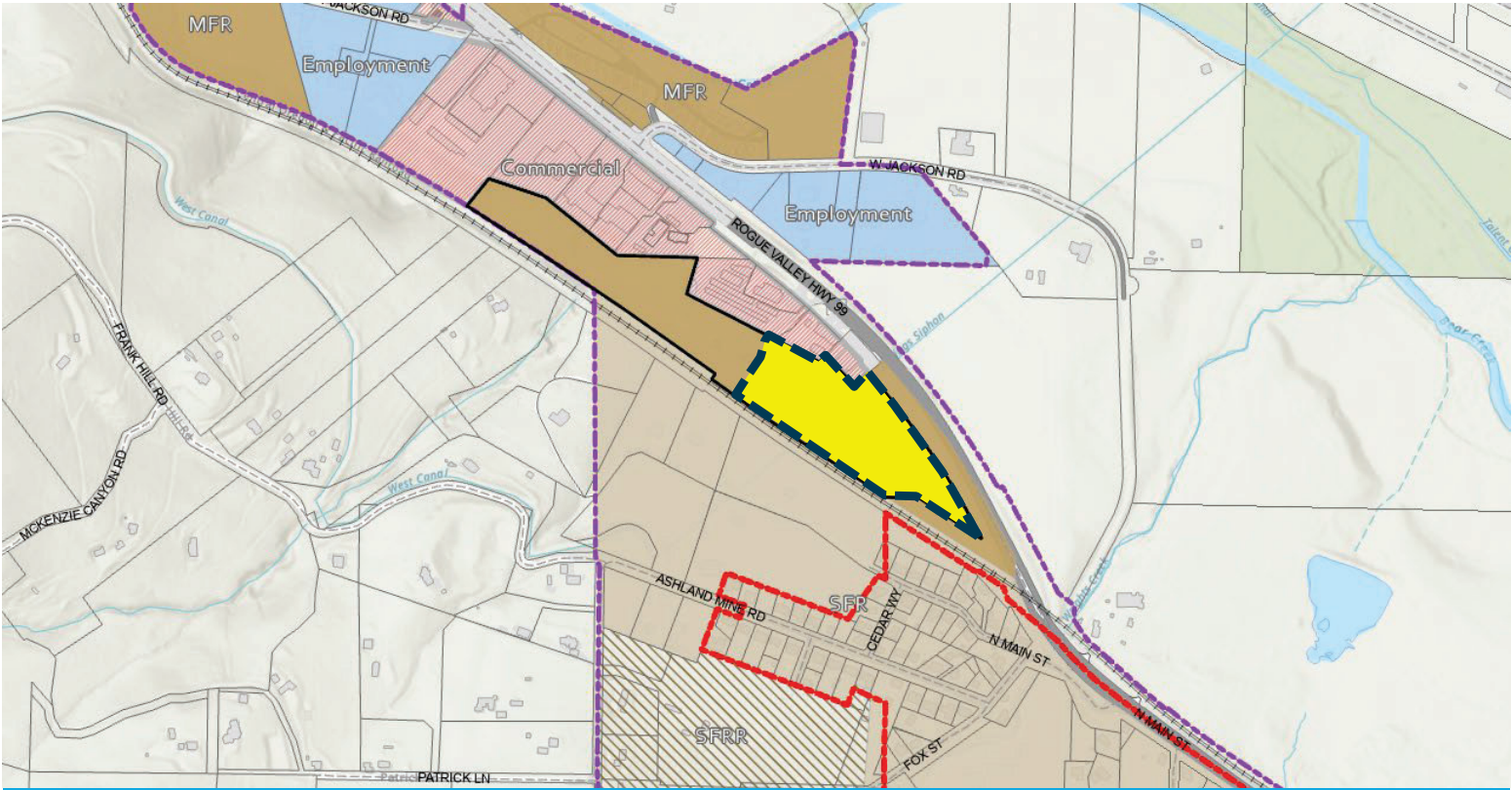
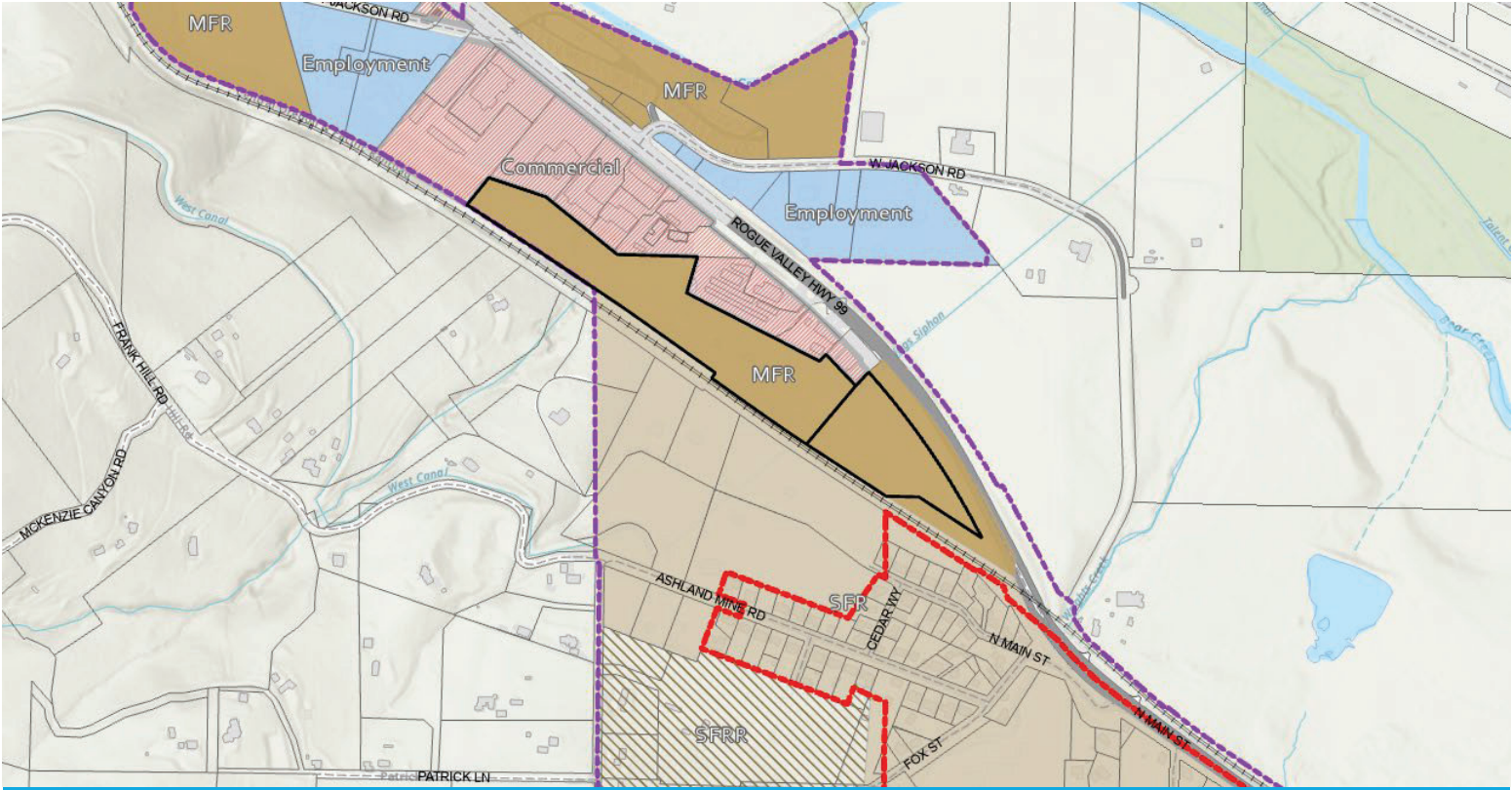
Minimum residential Density required is met

Staff recommends Council approve Ordinance 3272 annexing the property, with the conditions of approval included in the Planning Commission Findings.

7



8



Grand Terrace – By the numbers

19.46 – acres

8.53 private land, 4.33 R/R, 6.60 ODOT ROW

9 – lots, 1 – open space, 10 – Buildings

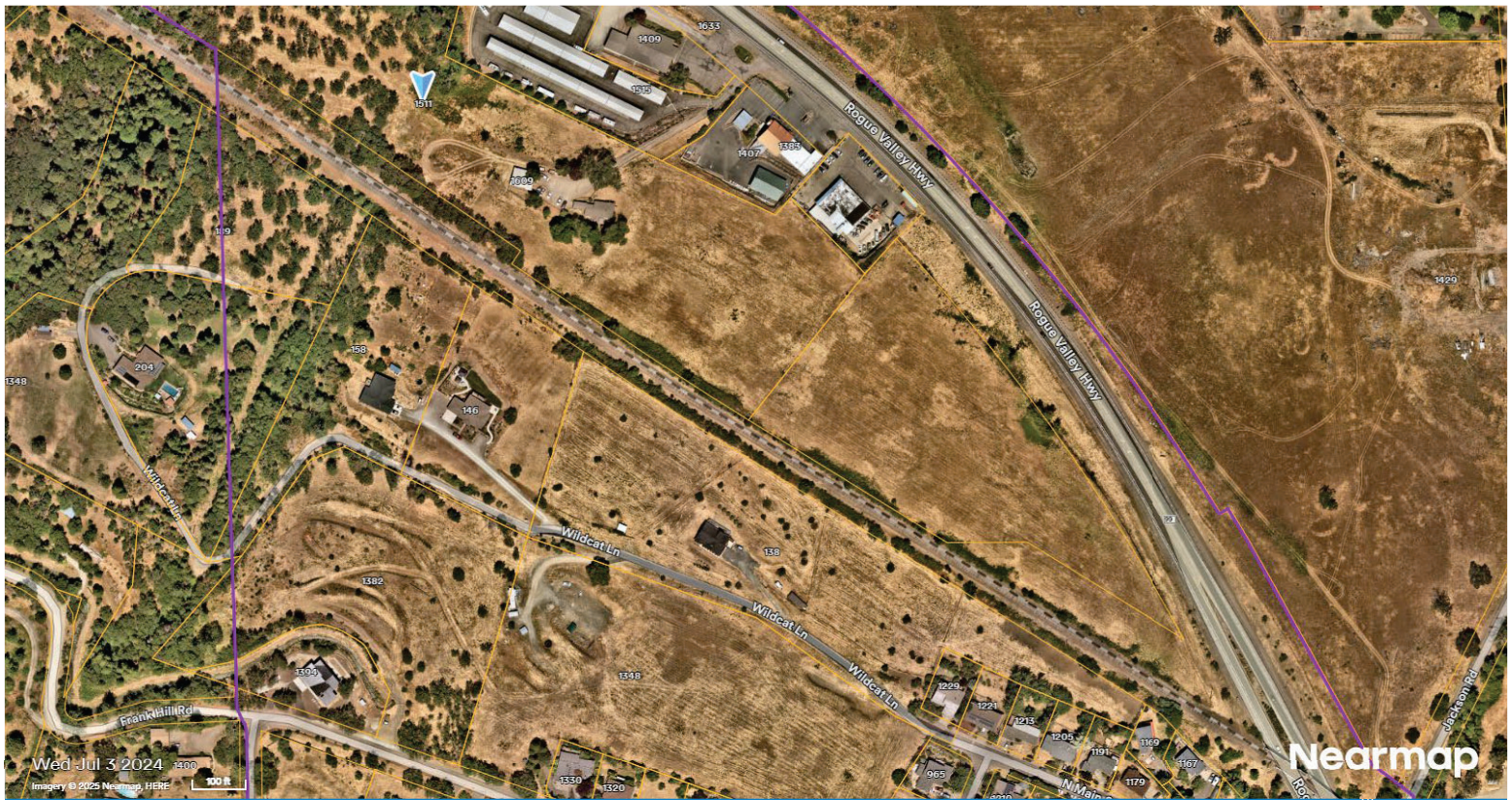
21 – units per building

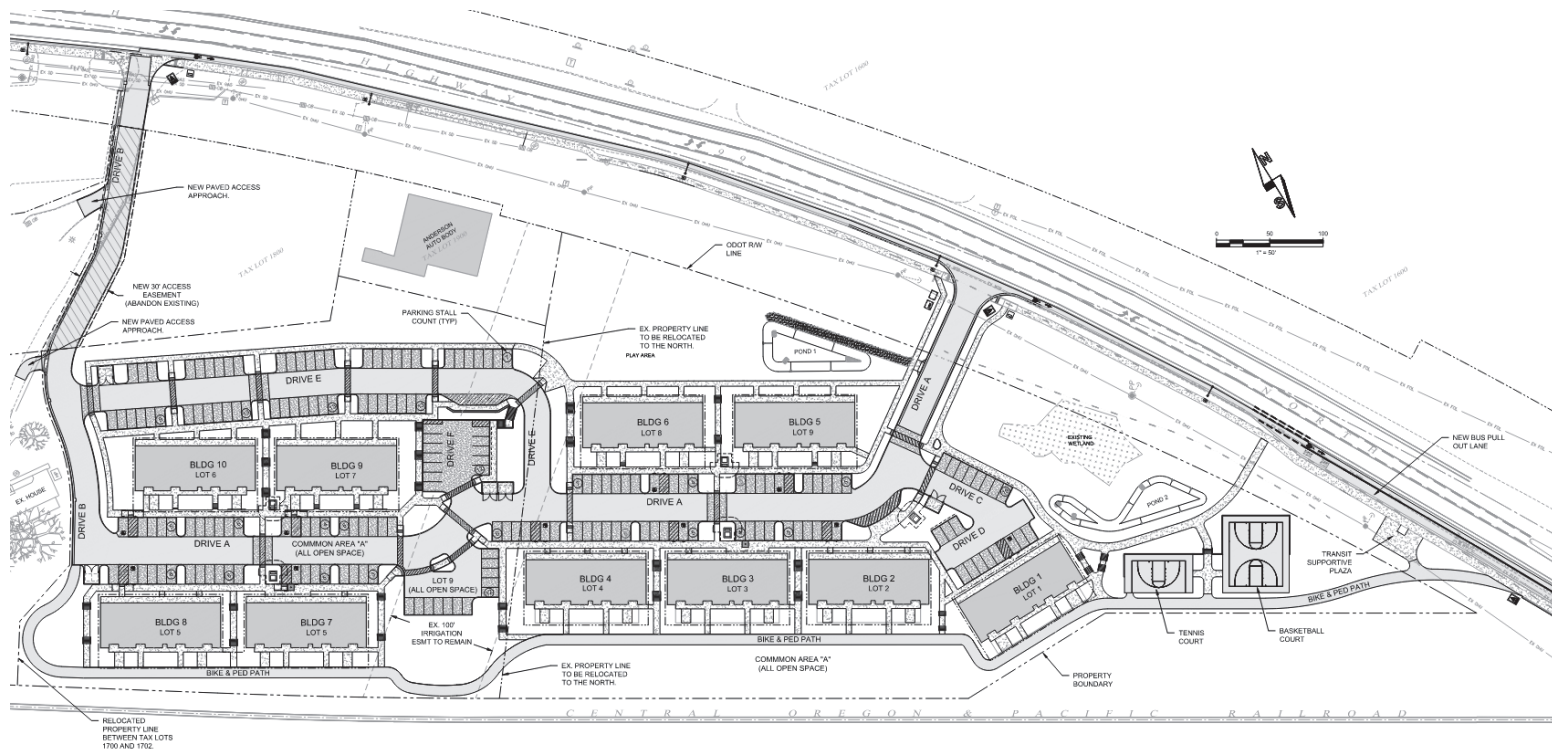
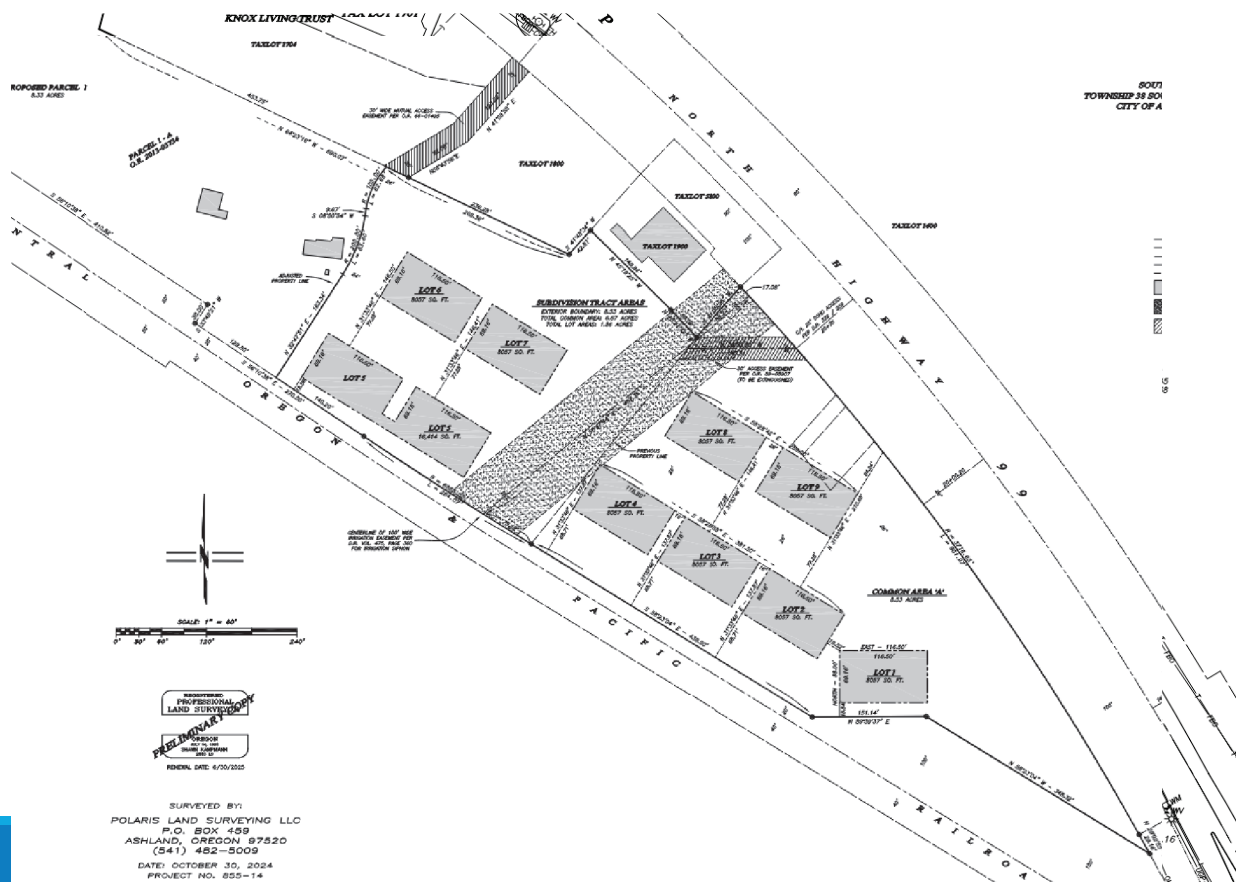
210 – one-bedroom units

25% of base density as affordable housing.

24 – units at 80% Area Median Income

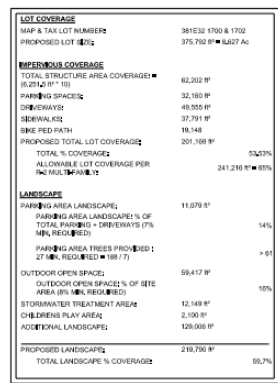
13





PLAN VIEW - OVERALL CIVIL SITE PLAN

SCALE: 1" = 50' - 0" (22X34)



Ken Cairn
Landscape Architecture

REGISTERED
LANDSCAPE ARCHITECT
NO. 1424
STATE OF CALIFORNIA

DESIGNED BY
KCA

SCALE
1"=10'-0"

GRAND TERRACE
HIGHWAY 99
ASHLAND, OR 97520

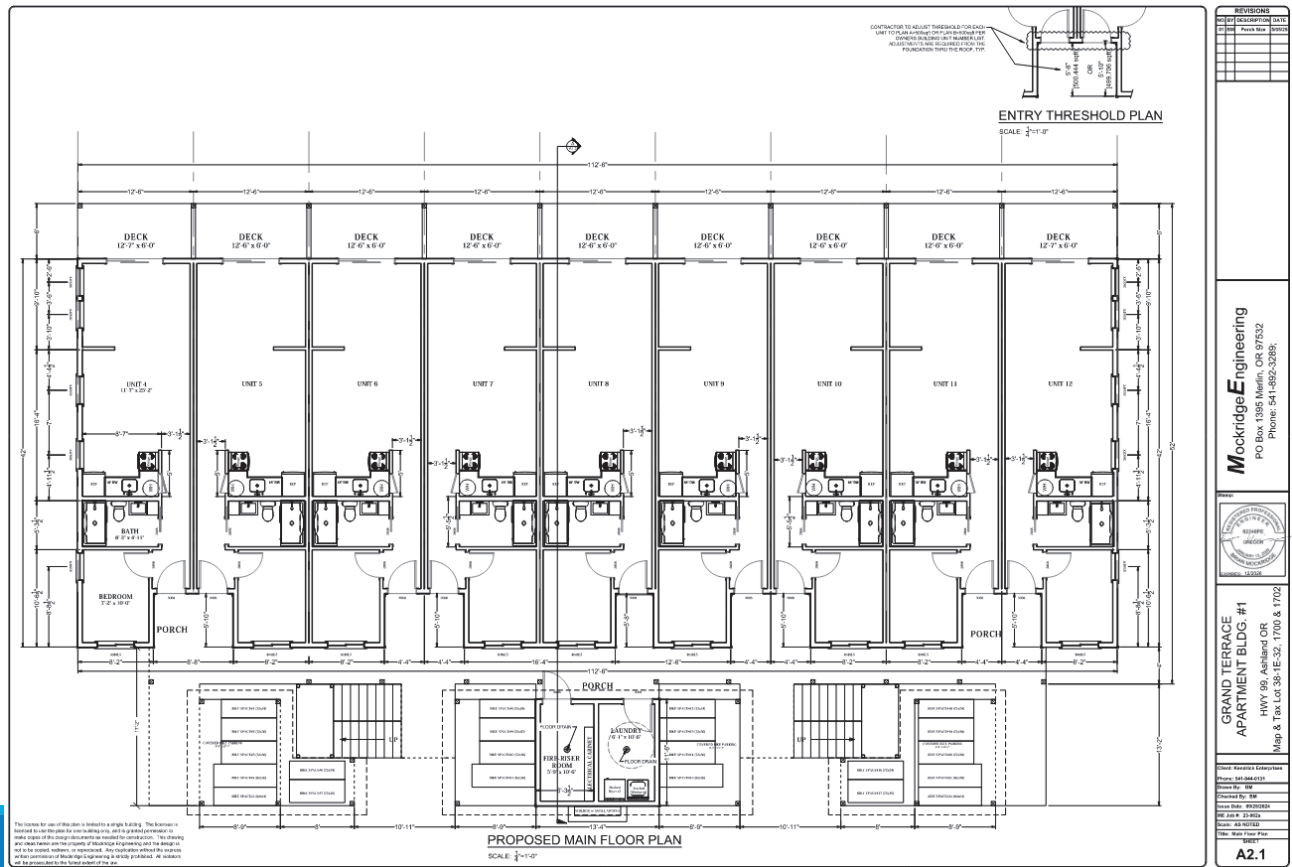
APPROVED BY
NO. 0000000000
DATE 1/24/20

**LANDSCAPE
SITE
PLAN**

ISSUE DATE:
1/24/20

L 1.0





Affordable Housing - Phasing

Exception to phasing standard

4. A development schedule shall be provided that demonstrates that the affordable housing units per subsection 18.5.8.050.G shall be developed, and made available for occupancy, as follows

- a. That 50 percent of the affordable units shall have been issued building permits prior to issuance of a certificate of occupancy for the last of the first 50 percent of the market rate units.
- b. Prior to issuance of a building permit for the final ten percent of the market rate units, the final 50 percent of the affordable units shall have been issued certificates of occupancy.

tUnits Total					Market to Affordable		
Bldg No	TOTAL MARKET UNITS	AFFORD UNITS IN BLDG	TOTAL ALL IN BLDG	Construction Total Completion	% Afford Units Completed	% All Completed U/Total	Total Units complete
1	19	2	21	2	8%	10%	21
2	19	2	21	4	17%	20%	42
3	18	3	21	7	29%	30%	63
4	18	3	21	10	42%	40%	84
5	19	2	21	12	50%	50%	105
6	19	2	21	14	58%	60%	126
7	19	2	21	16	67%	70%	147
8	18	3	21	19	79%	80%	168
9	18	3	21	22	92%	90%	189
10	19	2	21	24	100%	100%	210
	186	24	210	24			210

Staff Recommendation

Staff recommend that the City Council approve the Annexation and Ordinance, and to direct staff to return with findings approving the application including the exception to the phasing requirements for affordable housing.

Potential Motion

I move to approve Ordinance no. 3272 an ordinance annexing property and withdrawing an annexed area from Jackson County Fire District no. 5 and repealing ordinances no. 3215 and no. 3194 which were the previous annexation approvals in Casita 1 and Casita 2. And to also direct staff to prepare findings approving planning action #PA-T3-2024-00011 reflecting the approval of the exception to the standard for affordable housing phasing at AMC 18.5.8.050.G4 and return for second reading on December 2, 2025.



25



ASHLAND CITY COUNCIL
BUSINESS MEETING DRAFT MINUTES
Tuesday, July 19, 2022

Mayor Akins called the Executive Session to order at 5:30 PM

Councilors Hyatt, Graham, Moran, Seffinger, DuQuenne and Jensen were present.

The Ashland City Council will hold an Executive Session and may conduct the following:

1. Deliberations with persons designated by the governing body to carry on labor negotiations, pursuant to ORS 192.660(2)(d).
2. City Manager Review, pursuant to ORS 192.660(2)(i).

6:00 PM Regular Business Meeting*

I. CALL TO ORDER

Mayor Akins called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Moran led the pledge of allegiance,

III. ROLL CALL

Mayor Akins, and councilors Hyatt, Graham, Moran, Seffinger, DuQuenne and Jensen were all present

IV. MAYOR'S ANNOUNCEMENTS

1. Land Acknowledgement**

Councilor Seffinger read the land acknowledgement.

V. APPROVAL OF MINUTES

Minutes of July 5, 2022

Councilor Jensen/Hyatt m/s to approve the minutes of July 5 2022 Business Meeting

All Ayes. Motion passed unanimously.

VI. SPECIAL PRESENTATIONS & AWARDS

VII. PUBLIC FORUM

1. **Kelly Marcotulli/Ashland** Wanted to raise awareness regarding the negative health benefits of 5G and the telecommunication ordinance that her and her allies have been trying to promote.

Wanted the measuring of RF radiation to be placed on the ballot per the Council's referendum.

2. **Susan Hall/Ashland** Wanted to correct a statement that had been previously made regarding the definition of a forensic audit on social media. Defined the term forensic audit for the Council.

Spoke to statements that Councilor Graham had made about the forensic audit to Mayor Akins.

She wanted Councilor Graham to apologize to Mayor Akins and that her apology be added to the record.

VIII. CITY MANAGER REPORT

City Manager Joe Lessard went over the Manager Report. A draft update of the telecommunications facility's ordinance would be sent out including updates about proposed 5G towers and infrastructure. Predicted extreme heat next week would cause the cooling shelter to open starting Thursday July 21. He noted a message from Ashland Fire Department that the city

had entered the “hot and dry” part of the year, and that people within the community should be vigilant against the possibility of creating a fire hazard. Finally, he spoke about updates in the job description for an Emergency Management Coordinator created in tandem with Southern Oregon University.

IX. CONSENT AGENDA

1. Coordinated Water Rights Management and Water Sharing Plan Intergovernmental Agreement

DuQuenne pulled the item for discussion and asked Public Works Director Scott Fleury how much the residents of Ashland have paid into the Talent, Ashland & Phoenix water intertie system. Fleury did not know the exact number, since Ashland’s involvement with TAP spanned back into the 90’s. DuQuenne asked to focus on the last few years. Fleury estimated it was about \$24,000 for the storage rights and \$160,000 in fees for delivery of TAP water. Fleury noted that the cost from the City of Medford was the same amount that the City of Ashland was paying. DuQuenne asked about the potential of having 3,000,000 gallons per day, and how much the cost would be for that. Fleury was not able come up with a number and mentioned that additional work would need to be done before that number could be calculated. DuQuenne asked if the City would be able to remove themselves and re-enter into the Intergovernmental Agreement being discussed at a later time. Fleury was unaware that the idea was discussed but believed that it could be possible via an amendment within the IGA after the discussion. However, he pointed out that there was no way to re-enter if the City chose to exit the agreement at this time. Moran expressed interest in the total amount paid into the TAP system. Fleury responded that he would investigate the issue and find an answer that would satisfy the request of the Council.

Jensen/Moran m/s to authorize the City Manager to enter into and sign the Intergovernmental Agreement for a Coordinated Water Rights Management and Water Sharing Plan.

Discussion: Moran asked if the City Manager was involved with negotiations for the IGA. Fleury answered that the City Manager was not involved because of prior decisions made by the Council. He also added that since discussions regarding “water” would fall under the domain of Public Works, it would make sense that he would handle it as Public Works Director. He did offer an invitation for the City Manager to attend any of the forthcoming meetings about the issue if he wanted to. Hyatt felt that the agreement would go a long way with helping water rights and resource management.

Roll Call Vote: Councilors Hyatt, Graham, Moran, Seffinger, DuQuenne and Jensen. YES. Motion Passes.

X. PUBLIC HEARINGS

XI. UNFINISHED BUSINESS

1. November 8, 2022 Election Referendums and Initiatives

a. Measure 109 Psilocybin Two Year Moratorium Ordinance

Mayor Akins decided to move Measure 109 up due to the large number of public comments.

PUBLIC COMMENTS

Ian Wallen/Ashland – Spoke in opposition to the proposed moratorium. Spoke about a planned treatment facility he was working on that would be put at risk if the measure passes. Wanted to

create a safe and healthy space for people to be able to receive psilocybin. Was curious to the reasoning behind the measure being proposed.

Ester Goldberg/Ashland – Spoke in opposition of the proposed moratorium. Spoke to her experience as a licensed therapist and to the use of psilocybin within therapeutic practices. Pointed to increased research into the therapeutic usage of psychedelics as a reason to safely regulate the usage of psilocybin as well as a short history of psilocybin research within the US. Felt there was no reason to establish a moratorium on psilocybin research.

Prema Sagara (Spoke via Zoom) – Spoke in opposition to the proposed moratorium. Highlighted his experience working with psilocybin in a professional manner and its positive effects around certain mental health conditions. Mentioned a study from the University of Washington regarding psilocybin and its effects on depression. Felt that psilocybin usage could be a huge help to fight against addiction and that psilocybin cultivation would involve very little energy use. Wanted production levels to be set at a reasonable rate. Reminded the Council that 80% of the voters in Ashland voted in support of measure 109 and felt that a moratorium would be ignoring their voices.

Michael Novak/Ashland – Spoke in opposition to the proposed moratorium and about his experience getting licensed for psilocybin and his own experience with psilocybin in the context of recovering from addiction. Brought up his experience as a hospice worker and how psilocybin is used to help deal with anxiety over death. Explained the screening and preparation process that is done before any doses are administered. Wanted to work with the city Council on establishing the optimal time, place, and manner regulations for psilocybin.

Eli Jackson-Bear/Ashland – Spoke in opposition to the proposed moratorium. Spoke about his personal experience with psilocybin and how it helped with therapy patients. Highlighted the effects of psilocybin have on various types of traumas.

Jyoti Ma (Spoke Via Zoom) – Spoke in opposition to the proposed moratorium. Highlighted inaccuracies within the League of Oregon Cities documents regarding the definition of psilocybin service centers. Felt that these centers would serve as a method of harm reduction and provide a safe and healthy space for psilocybin usage. Highlighted the hypocrisy of 80% of the voters in Ashland voting in support of measure 109 and the Council wanting to impose a moratorium.

Alexander Lucas/Ashland – Spoke in opposition to the proposed moratorium. Spoke to his studies in chemistry and his research in psilocybin. Felt that ongoing research into psychedelic usage in a therapeutic environment was very promising. Wanted to collaborate with the City in the area of time, place and manner for psilocybin services. Submitted a study from Johns Hopkins University on psilocybin usage and its effects. Addressed concerns the County Sheriff had about cultivation and resource usage.

Lessard explained the background behind the proposed moratorium staff was seeking direction regarding the November ballot. He highlighted what other cities in the area were doing regarding psilocybin. Acting City Attorney Doug McGeary added additional information from LOC (League of Oregon Cities) on concerns over misuse of psilocybin. He felt that concerns were raised because of previous issues dating back to when marijuana was legalized. He laid out the three options available, which were to do nothing, to postpone or to prohibit.

Sam Chapman was called for expert testimony. He spoke in opposition to the proposed moratorium and highlighted other options that were not highlighted by LOC. He mentioned that the “do nothing” option would still involve psilocybin facilities being highly regulated, but not beyond

normal “time place and manner” rules. He also highlighted zoning and usage rules regarding Measure 109 that were not included within the LOC documents. Finally, he offered his expertise in areas of implementation of Measure 109 to the Council.

DuQuenne thanked the speakers for their input. She voiced her support for working with the citizens of Ashland and experts in psilocybin therapy to craft a set of rules and regulations that would work for all parties. She also voiced her disapproval at the proposed moratorium. Graham spoke of her family’s experience with addiction and mental health issues. She felt that the State had put in place appropriate regulations and voiced her disapproval of the proposed moratorium. Seffinger added her own experience working with patients using psilocybin and how it can be an effective treatment. She voiced her disapproval of the proposed moratorium. Hyatt pointed out that the facilities were already under the current OHA land use and that manufacturing cannot be within residential or mixed-use area. She felt that the current rules around land use were already adequate. She also pointed out that these treatment centers would have established safety plans for people before and after usage. Moran spoke about his own research into psilocybin and his disapproval of the proposed moratorium. Mayor Akins hoped that Jackson County would take note of the City of Ashland’s policies around psilocybin usage. Seffinger asked if the City of Ashland would be affected if Jackson County voted to either ban or impose a moratorium on psilocybin. McGeary responded that an ordinance created by Jackson County on psilocybin usage would not affect the City of Ashland, as it would have no effect within city boundaries unless there are specific statutes allowing for the county rules to supersede city rules. Lessard added that the hypothetical county ordinance would only affect unincorporated areas of Jackson County.

Jensen/Seffinger m/s to not refer an ordinance to public vote relative to any moratorium of the manufacture and sale of psilocybin products within the city of Ashland.

Discussion: No discussion.

Roll Call Vote: Graham, Hyatt, Seffinger, Jensen and DuQuenne YES. Motion passes

b. Food and Beverage Tax Ballot

Lessard explained the ordinance and the changes that had been made since it was last discussed by Council. He also broke down what the revenue from the proposed tax would go to and what the next steps would be for the Council. DuQuenne asked Lessard about language involving city employees reporting to the city manager. Lessard responded that it had already been given to the county election officials and, since it was not an ordinance, did not require a first and second reading. Hyatt asked about the variability of revenue streams and how to ensure stable revenue to avoid a structural deficit. Lessard responded that the Food and Beverage tax would be a limited lifetime source of funding. Even though it had a termination date in the far future, he thought it was wise to consider it as a limited revenue source to be used for one-time expenses and other specialized items. He stressed that he did not want the City to become tied to this particular source of funding. Hyatt clarified that she was trying to figure out what areas to prioritize for economic development. She hoped that the revenue from this tax would go towards that area and help clear several funding hurdles with one measure. Lessard responded that a flexible revenue source had broad spending discretion. By contrast, a limited revenue source has a much narrower area of usage. He felt that removing the deadline around the tax would give the council more flexibility and possibly cut fees involved with economic development. Akins added that she was unsure it was

possible to cut economic fees because of changes in leadership and changes in the nature of the fees. Graham asked why the language in the tax hadn't articulated the limitation regarding usage based off Lessard's previous comments. Lessard responded that he did not want to recommend to the Council to self-restrict revenue. His comments about single usage came from the tax having a hard deadline and hoped that the money would be put to programs that likewise had a hard deadline or a one-time expense/purchase. He wanted to make sure that the operational functionality of the city remained intact. Jensen asked about the origins of the 2040 sunset date, adding that the tax would be paid by the people of Ashland. He wasn't convinced that the people would be supportive about the tax, adding that he wanted the City to get a handle on its spendings. Seffinger asked if there were any long-term solutions available for funding Parks beyond just the tax and noted that Parks had been receiving funding cuts that she wanted to be reversed. Lessard responded that it was more a question for Council to answer with the biennium budget. Seffinger felt that she could not support the tax as Parks would not be getting any benefit from it. DuQuenne expressed that she would accept the tax as it is written and that it was unfortunate that the people of Ashland would not be able to weigh in. Akins suggested amending the Tax to have a sunset date of 2030. Graham asked that if the Council put the tax to the voters, would the City be able to help the community as to why this was happening. Lessard responded that the City can not advocate for one position over another. Instead, it must provide factual and neutral information that would be checked by Oregon Secretary of State and the Jackson County Election Commission. Akins summed up that the options would be all in (no sunset date), all out (taking it to the voters) or the middle ground (which was the 2030 sunset date). She saw that all three options had their pros and cons.

DuQuenne/Moran moved to approve the First Reading of Ordinance No. 3212, an ordinance relating to the Food and Beverage Tax; Amending AMC 4.34.020 and AMC 4.34.160 and advance it to Second Reading for referral to a vote of the qualified voters of the City of Ashland at the November 8, 2022 General Election, with changing the date to 2030. Discussion:

Moran said that 2040 was too long of a term and that 2030 would work better. Hyatt stressed the importance of improving sustainability and stability in the budget. She felt that taking the date to 2030 would not accomplish that goal. She expressed interest in taking the measure to the people instead. Graham agreed with Hyatt, adding that she would not support the motion. Jensen expressed that he would not support the motion because of how restrictive the language was. Akins asked what would happen if the motion did not pass. Lessard responded that there would be no change and that the money would be allocated for the Parks Capital Improvement Plan. **Roll Call Vote: Hyatt, Graham, Seffinger and Jensen: NO. Councilor Moran and DuQuenne: YES. Motion failed 2-4.**

Jensen/Hyatt moved to approve First Reading of Ordinance No. 3212) relating to the Food and Beverage Tax; Amending AMC 4.34.020 and AMC 4.34.160 and advance it to Second Reading for referral to a vote of the qualified voters of the City of Ashland at the November 8, 2022 General Election and removing the termination date. Discussion: Jensen praised Hyatt's comments and spoke about how the revenue source could be used for economic development. Hyatt wanted to get public input on the recitals section of the ordinance and hoped that the City Manager could include language tackling that request. She wanted to make sure the public was aware of how the tax would affect them. Lessard said that the City would need to pass a resolution to add recitals to obtain public input. Akins suggested taking a vote on the motion on the floor and then creating an

amendment about recitals. Lessard suggested deleting the termination tax portion of the document, which McGeary agreed could be done. Hyatt responded that the removal of the end date would allow for greater flexibility for those dollars that can be used for maintenance and operation. Akins expressed confusion regarding what exactly was being removed. Lessard responded that the only section being removed was on the exact end date. DuQuenne added that there would be money set aside for a navigator to go through codes and permits to help business owners. She spoke in concern of the 2040 date and felt that it is a crutch and burden to the people of Ashland. Mayor Akins said that it was not what the residents voted for initially. **Roll Call Vote: Hyatt, Graham, Jensen, Seffinger, DuQuenne and Jensen: NO. Motion failed**

Hyatt/Jensen m/s to approve First Reading of Ordinance No. 3212 relating to the Food and Beverage Tax; Amending AMC 4.34.020 and AMC 4.34.160 and advance it to Second Reading for referral to a vote of the qualified voters of the City of Ashland at the November 8, 2022 General Election with the termination date of 2040. Discussion: None. **Roll Call Vote: Hyatt, Graham, DuQuenne and Jensen: YES. Seffinger and Moran: NO. Motion passed 4-2.**

XII. NEW AND MISCELLANEOUS BUSINESS

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Second Reading of Ordinance No. 3210 Relating to Notice of Meetings

Jensen/Hyatt m/s to approve second reading of Ordinance No. 3210 for enactment.

DISCUSSION: No Discussion

Roll Call Vote: DuQuenne, Seffinger, Jensen, Graham, Hyatt and Moran: YES Motion Passed

2. Dry Creek Landfill Biosolids Disposal – Sole Source Procurement

Public Works director Scott Fleury explained the purpose of the contract He also explained the changes between the 2021- and 2022-years regarding cost and increase in sludge levels. Akins asked if the contract would involve financing a new centrifuge, since one had recently broken. Fleury claimed that the centrifuge was not part of this particular contract and thanked the Council for approving funds elsewhere for both new equipment and repairing old equipment. He added that back up plans were in place in case of emergencies. Graham asked if this contract would affect ongoing conversations about the potential changes to disposal of biosolids. Fleury confirmed that those conversations would not be affected by this contract and added that Public Works was conducting a feasibility study around composting the waste as opposed to landfill disposal. Fleury estimated that it would take around five to seven years for the amount invested into composting the waste to be equaled by saved cost.

Jensen/Hyatt m/s to approve the public contract award to Dry Creek Landfill for the disposal of biosolids.

Discussion: Moran felt that the City should be looking to regionalize its infrastructure, and that this contract is not the best way to move forward. Hyatt responded that this contract deals with the here and now, is the closest site to haul to and fits the requirements from the Oregon Department of Environmental Quality.

Roll Call Vote: Gaham, Jensen, Seffinger, Hyatt YES Moran and DuQuenne No. Motion Passed 4-2.

3. Contract Amendment for the Japanese Garden

Parks Director Michael Black explained the proposed amendment to the contract regarding the Japanese Garden. He also stressed that the project has been completely paid for by donations, including the changes made within the proposed amendment. Parks was hoping to open the Japanese Garden some time in 2022. Jensen and Moran thanked the Parks staff and the financial donors for their time and effort. Moran asked if the Japanese Garden would have a fee to enter. Black responded that there was no discussion regarding entry fees nor any plans to have such a discussion. Seffinger praised the Parks team for making the Japanese Garden ADA accessible.

Graham/Seffinger m/s to approve the change order to increase the Japanese Garden project contract with Japanese Garden Specialty, LLC by \$317,669.00

Discussion: No Discussion

Roll Call Vote: Graham, Jensen, Seffinger, Hyatt, Moran and DuQuenne YES. Motion Passed.

XIV. **OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS**

Hyatt informed the council of a forthcoming webinar about safety improvements and traffic calming for Ashland neighborhoods on July 20, 2022. Jensen asked if the webinar was organized by the Council or the transportation committee. Hyatt responded that it was organized by the group Streets For Everyone.

XV. **ADJOURNMENT OF BUSINESS MEETING**

Meeting Adjourned at 8:21 PM.

Respectfully submitted by:

City Recorder ~~Melissa Huhtala~~ Nunc pro tunc Alissa Kolodzinski

Attest:

Mayor ~~Akins~~ Nunc pro tunc Tonya Graham

**ASHLAND CITY COUNCIL
BUSINESS MEETING DRAFT MINUTES
Tuesday, August 2, 2022**

6:00 PM Regular Business Meeting*

I. CALL TO ORDER

Mayor Akins called the meeting to order at 6:00 PM

II. PLEDGE OF ALLEGIANCE

Councilor Jensen Led the Pledge of Allegiance.

III. ROLL CALL

Mayor Akins and councilor's Hyatt, Graham, Moran, DuQuenne, Seffinger and Jensen were present

IV. MAYOR'S ANNOUNCEMENTS

1. Land Acknowledgement**

Mayor Akins read the land Acknowledgment into the record.

2. Hiroshima Proclamation

Moran read the proclamation

V. APPROVAL OF MINUTES

1. Minutes of the June 21st 2022 – Business Meeting

Jensen/Hyatt m/s to approve the June 21st 2022 Business Meeting minutes. Discussion: None. **All Ayes.**

MAYOR's ANNOUNCEMENTS (CONTINUED)

Before moving on to Presentations and Awards, Mayor Akins announced there was procurement contract that needed to be discussed first regarding the Emergency Fire Apparatus Procurement. City Manager Joe Lessard explained how the Fire Apparatus, aka a fire engine, was scheduled to be repaired during the current biennium but had been delayed to the next biennium, adding that if Council acted immediately, the needed repairs could be completed as soon as December of 2022. He added that the contract also included the procurement of a new fire engine to supplement the old one. Fire Chief Ralph Sartain added some additional information regarding the specifics of the current fire engine as well as the current backup fire engine. Sartain explained how the current back-up fire engine was not ideal for large scale fires and structure work. Lessard added that normally this procurement would have happened as part of the next biennium budget, but since it was being moved up, it did not currently have any funds appropriated for it. Lessard added that the City could tap into its contingency budget to cover the cost of procurement. Seffinger felt that the contingency fund was a perfect source to pull from. Graham asked for clarification regarding the usage of the term "emergency" and wanted to make sure that the City itself was not declaring a state of emergency. Lessard confirmed that the City was not declaring a state of emergency.

Jensen/Hyatt m/s to state that an emergency Public Health exists and to approve the emergency appropriation of \$700,000 for the new fire engine and approve the City to enter into contract with Hughes Fire Equipment and direct Staff to perform the purchase according AMC 2.25.090 and publish an emergency notice of this item pursuant to ORS 192.640– Discussion: Jensen spoke to the importance of responding to emergencies and have the budgetary contingencies to do so. Jensen praised the City for having the foresight to create the contingency fund. Hyatt spoke to the

importance of this motion as well as the importance of keeping the people of Ashland safe. Moran spoke in support of the motion.

Roll Cal Vote: Hyatt, Graham, Moran, DuQuenne, Seffinger and Jensen: YES. Motion passed

Mayor Akins read the Supplemental Budget Resolution into the record

Jensen/Hyatt m/s to approve Resolution 2022-25, adoption a supplemental budget for changes to the 2021-23 biennium budget. DISCUSSION: None.

Roll Cal Vote: Hyatt, Graham, Moran, DuQuenne, Seffinger and Jensen: YES. Motion passed

VI. SPECIAL PRESENTATIONS & AWARDS

1. Climate Change Policy Commission – Home Energy Score Program

Chair of the Climate Change Policy Commission Robert Kaplan provided an update about the Home Energy Score Program. Kaplan brought up how the Federal Inflation Reduction Act included tax rebates for home energy audits and retrofits. Home Energy Score Program Manager Roger Caimen explained the concept behind the program. Climate and Energy analyst Stu Green and Rogue Valley Association Realtors member Rick Harris gave additional information on how the energy score is calculated and how it is utilized. Vice Chair Rick Barth stressed the importance of collaboration with multiple organizations within the area as well as with homeowners. Graham mentioned how the buying of homes allows for specific financial opportunities for the homeowner and praised the partnership. She asked how many people had been trained in the program. Harris responded that a single training could have up to 50 people, with Kaplan adding that so far one person had been certified to be a home energy assessor with a second undergoing training. Seffinger brought up concerns around the Oregon state fire risk map and that lowering house values could cause issues with insurance. Seffinger also asked if a homeowner's energy score would change if they made fire-proofing upgrades. Harris responded that any added features would increase the value of a property, including any fire-proofing measures. Lessard added that he wanted the program to come back with staff recommendations.

2. Fire Season Preparation Update

Fire Chief Sartain and Wildfire Division Chief Chris Chambers gave a brief update regarding a fire on the Oregon/California border and provided a presentation (*see attached*).

Items discussed were:

Number of calls and Number of Firefighters	Adapting City and Parks Forest to Climate Change
2015 Number of calls and firefighters	Dying Pines: One signal of climate change
2021 Number of calls and firefighters	Interdepartmental Vegetation
Urban Infill	Ashland Forest Resiliency
Calls for Service	Predicted Flame Length before AFR Project
Call Volume and overlapping Calls Forecast	Predicted Flame Length After AFR Project
Number of Responses for each hour	Leveraging Completed Fuels Reduction to Plan Suppression: PODs
Shift Schedule	Smoke Preparedness
Staffing Level	Preparing together – Ashland Chamber
NFPA Overview	Tent Cards Distributed to Ashland Businesses
AFR Staffing National Standards	Fire Adapted Ashland: Our Community

	Wildfire Safety Program
Current Minimal Staffing of 8	Codes and Ordinances
Minimal Staffing of 10	Wildfire Safety Campaign
Fire Season Preparation	Wildfire Risk Assessment Program
Wildfire/Community Risk Reduction	Bark Mulch Flammability Test
Ashland Comprehensive	Real Estate Wildfire Education Program
National Cohesive Wildland Fire Management Strategy	\$3 Million FEMA Mitigation Grant
City and Parks Forestlands Management: The Ashland Forest Plan	Wildfire Risk is Rising: What more can we do?

DuQuenne thanked Ashland Fire for their work and preparation towards future efforts. She was curious if ambulance services could be outsourced in order to dedicate more resources within the City towards fire services. Sartain responded that a recent study undertaken by AFS did not support that idea and that fire staff were already being utilized in a dual role to serve as both fire fighters and provide ambulance services. He also added concerns raised on a state level about the response times of private ambulance services. DuQuenne felt that the study did not reflect the situation within Ashland, which Sartain disagreed with. He added that private ambulance services would also increase the cost of fire services overall. DuQuenne expressed a desire to regionalize safety responses within the valley. Lessard added that a discussion regarding regionalization for fire and police services was scheduled for October of 2022. Jensen thanked Sartain and Chambers for their work as well as the Fire staff. He asked about weed abatement issues that had been raised by citizens. Sartain responded that there had been an issue with the previous weed abatement coordinator, and that the City had worked to help streamline the position. Sartain also stated that the current weed abatement coordinator was beginning to make progress but was having to work around the potential effects of Oregon Senate Bill 762. Jensen asked about the lack of a grace period regarding weed treatment. Sartain responded that the City could forcibly abate properties, but a change in the position caused that policy to be put on hold for the time being. Seffinger asked if response times would be affected if ambulance services were not localized and if changes could be made towards the type of emergencies being responded to by the City. Sartain responded that response times across all EMS agencies were slowing down because of staffing issues, adding that Ashland's EMS services being fully staffed lessened the effects of that. He stated that local EMS services were having to work with an increased call volume. Seffinger praised the FEMA programming regarding increasing fire safety for households. Graham asked for clarification about Ashland Fire's response to regional ambulance calls and if other fire departments within the area also responded to regional ambulance calls, which Sartain confirmed. Graham asked if the City let go of the ASA, would the City have to find another source of funding for EMS services, which Sartain confirmed. Graham spoke about the FEMA program centered around fire safety for households and wanted to increase the number of houses able to be covered by the FEMA program. Chambers agreed with Graham's assessment and stressed the priority of fire-proofing houses according to FEMA. He added that fire-proofing additional houses outside of the one's covered under the FEMA grant would require additional costs and manpower that the City did not have budgeted. He pointed out a few possible grants that could cover the cost. Akins asked for clarification regarding why Ashland Fire had let the issue regarding the repairs for the Fire Engine go on for so long without being rectified. Sartain responded that Ashland Fire had been discussing the issue but had to prioritize acquiring more ambulances to meet demand. He added that the repairs for

the fire engine had been continuously pushed off until the next budget by the City until action was finally taken. Sartain affirmed that Ashland Fire was working to make sure that future repair issues for equipment would be handled immediately. Akins asked if Sartain had any insights regarding a law on metal roofing being sunset in 2023. Sartain responded that he was part of the team assembled that helped create the law and had pushed for Ashland to be brought into compliance with the law. He also brought up issues with the language regarding Senate Bill 762 and the lack of forcing home hardening if a structure was outside of the "high" or "extreme" fire risk category, with the City of Ashland falling outside of those categories. Chambers added that recovery from wildfires can be extremely challenging and that trying to add house hardening to homes being rebuilt would require a large amount of manpower. Hyatt added that by the City adopting its own resolutions regarding house hardening, it would not be affected by Senate Bill 762 being sunset. Moran thanked Sartain and Chambers and praised AFR's resilience program. He asked if AFR had found a solution to the ongoing budget problem and was interested in the regionalization of ambulance services to decrease runaway budget expenditures. Sartain responded that a recent \$3 million dollar budget increase was a result of grant funding and not the City appropriating more money. Moran stressed the importance of managing the budget, regardless of grant money. He asked if information could be gathered about the collaboration between Ashland Fire and Mercy Flights, which Sartain responded would be a challenge since Mercy Flights acts independent of Jackson County Emergency Services and does not publish response times to the public. He added that Ashland Fire was actively working to incorporate their numbers. Seffinger added that Mercy Flights data would not include work Ashland Fire had done to support Mercy Flights. Sartain noted that Ashland Fire had been requesting Mercy Flights more often because of an increase in call volume. He also stressed that the City would have no input if ASA services changed, as it would become a competitive process undertaken by the county and would also cause the City to lose funding for ambulance services.

3. Police Annual Report

Public Forum:

Emily Simon/Ashland – Spoke about her work with Chief O'Meara regarding racial discrepancies. Thanked O'Meara for being transparent with his work on tackling racial discrepancies. Mentioned concerns over racial profiling in police stops.

Chief O'Meara gave a presentation regarding Ashland Police Department use of force. He broke down the use of force specifics for 2021. He also provided information regarding changes in how police incidents are reported. He spoke about the enhanced law enforcement area that is downtown Ashland and what it entails. He also talked about the racial breakdown of people stopped by APD. He added that the report compiled by APD regarding the racial breakdown would be published on the City website ASAP. Graham praised the decrease of use of force incidents, crime, and disturbances as well as the increase in training efforts. She asked if there was a way to incorporate the population of Southern Oregon University into future demographic studies by APD. O'Meara noted that work had begun to incorporate the University. Akins asked about discrepancies in the racial breakdown for police incidents and why racial information was not included on state issued drivers licenses. Simon responded that the DMV had established rules to not include racial identification on drivers licenses to address issues of racial biases. Akins was curious if there was a work around that was not tied to perceptions. O'Meara added that he was interested in exploring alternate methods if they existed.

4. Croman Mill Site Remediation Update

Community Development Director Bill Molnar and Planning Director Brandon Goldman gave a

presentation regarding site updates (see attached).

DuQuenne asked about the lack of involvement from the City regarding soil testing and if infill was still being brought to the site. Molnar responded that infill was no longer allowed to be brought onto the site as it would be considered a zoning violation. DuQuenne asked when that was stopped, with Goldman responding that the ban was caused because of changes in grading for zoning in August of 2020. Goldman estimated that material had been dumped from other build sites at the property from 2012 until August of 2020 with it being unknown exactly how much of the material could be considered hazardous. Senior Planner Derek Severson added that testing would be on random sections but had been well within compliance with state regulations. Jensen asked why Croman Corporation did not receive a permit for using the land as a dump site. Molnar responded that at the time, a permit was not required. At the time, the City was focused on the issues of noise and dust complaints, until it was realized that the land was being used for commercial enterprise. Molnar also pointed out that until the Croman Mill Site had been rezoned, it was considered an M1 Industrial zone, meaning it was able to be used for high-impact industries. Molnar speculated that the property owner was unaware of the sheer scale of the cleanup after years of being used as an industrial site. Jensen brought up the denial of a conditional use permit and how the hauling of material from the Croman Mill site to be used and sold has continued up until the very date, citing the testimony of a truck driver. He asked if truck logs were examined, how much material was removed, and if the material, hazardous or not, was sold. Molnar responded that he did not have that information, with Severson adding that the last log that had been examined was in April of 2022 and was expecting the logs from May through July to arrive in the coming days. He summarized recent actions taken by Croman corporation and how materials were being screened out to help sift for potential contaminants. Jensen brought up issues with the usage of the material and concerns how the current excavation permit was seen by the neighbors of the Croman property as being a workaround to continue unpermitted use as opposed to regulating building instructions. Jensen asked how the permit allowed for the continual sale of screened material from the property. Molnar responded that the permit did not allow for sale of products, and was only created as a building permit, adding that it was not subject to public notice under state rules. Jensen asked what to do with a newly formed hole that is being dug out for its mulch and being sold and why it was being permitted. He also asked why he was able to see that the permit was being violated on a regular basis. Severson said that he had been monitoring the hole and that it was an active process and that the potential buyers were interested in starting on the side of the property the hole was present on. Because of that, material had to be removed and screened before it could be disposed of. Goldman added that the material being excavated was decaying wood and logs left from the time of the mill's operation. All of it had to be removed from property to reach its natural grade. Hyatt asked if the material being pulled from the site was still being sold and if so, did the group responsible have a business license. Goldman felt that he was not equipped to answer the question but did note that Johnny Cat Inc, the company that was behind the work at the site, does business in Ashland, so it was most likely that they possessed a business license. Hyatt asked who CEC Engineers were, which Severson responded were the company in charge of the environmental clean-up process. Hyatt raised concerns about possible contaminants from the site ending up in the Bellevue area and asked how soon information about possible contamination would be available. Molnar responded that the dust was already an ongoing concern and work had already been done to mitigate it. Molnar was awaiting further information from recent studies to indicate how much contamination was present at the site and how best to remove it. Severson mentioned that DEQ had already given the site owner recommendations on managing contaminants in 2012 and was aware of the ongoing removal of

material from the site. DEQ had not found any violations as of late 2019. Moran asked about the backfill and raised concerns about how best to explain in detail the type of contamination and reclamation efforts to the people living near the site as well as to the Council. He also asked about the amount of time needed to clean up the backfill that had been added to the site. Molner was unable to provide a concrete time frame for site cleanup but guessed it would take around two to three years to fully finish the site cleanup. Graham asked if the plan was for DEQ to help create a plan to test and remove contaminants, which Molner confirmed, adding that DEQ would also provide suggestions for remediation. Graham noted that this type of clean-up was unusual for Ashland and wanted to ensure that the site owners were focused solely on removing the material. Akins noted that continued conversation around the Croman Mill Site Remediation would be best answered in a study session.

Jensen/Hyatt m/s for planning staff to bring back to the Council at the next meeting a continuation of the current presentation and to bring specific truck logs information, sale of material information and waste load numbers, as well as a new monitoring process with specific stop-work provisions for violations. DISCUSSION: Hyatt thanked the Planning commission for answering the Council's questions. Goldman pointed out that DEQ information would not be available until September. Jensen was not inclined to amend.

ROLL CALL VOTE: Graham, Hyatt, Moran, Seffinger, DuQuenne & Jensen, YES. Motion Passed.

VII. UNFINISHED BUSINESS

Consideration of ballot referendum item for November 8, 2022 General Election:

1. Second Reading of Ordinance No. 3212 Relating to the Food and Beverage Tax; Amending AMC 4.34.020 and 4.34.160 and Approve Resolution 2022-23 Referring Ordinance 3212 to City Elections Officer

City Manager Joe Lessard explained how the ordinance would work and what specific changes had been made. He highlighted the limited usage of the Food and Beverage Tax and gave an example of limited time-period expenditure. Akins asked why the sunset date for the tax was 2040 and not 2030. Lessard cited ongoing conversations with special meetings regarding having the sunset date be 2040.

Jensen/Hyatt m/s to approve second reading of Ordinance No. 3212 relating to the Food and Beverage Tax. DISCUSSION: Jensen brought up the challenging process to put this measure on the ballot for the citizens to vote on. Hyatt thanked Lessard for his work and the Council for their discussion about the ordinance. Moran voiced his opposition to the ordinance citing concerns over cost structures as opposed to finding fixes using new taxes. Graham brought up the rapidly changing nature of the services within Ashland, adding that the cost of providing those services will only increase. She expressed that the tax would help to support these services. DuQuenne was interested in other opportunities that could raise money and not cause taxes to be raised. She felt that 2040 was too far of a date.

Jensen/Hyatt m/s to amend the previous motion to read 2035 as the sunset date.

DISCUSSION: Graham and Seffinger were curious if moving the sunset date to 2035 would make a difference regarding support. Moran expressed support for moving the sunset date to 2035. DuQuenne expressed opposition to moving the sunset date to 2035.

ROLL CALL VOTE: Moran, Hyatt, Seffinger, Graham and Jensen, YES. DuQuenne, NO. Amendment Passes 5-1.

ROLL CALL VOTE to approve second reading of Ordinance No. 3212 relating to the Food and Beverage Tax with the sunset date amended to 2035

Moran, Hyatt, Jensen, Seffinger and Graham YES. DuQuenne, NO. Motion Passes 5-1

Jensen/Graham m/s to adopt resolution number 2022-23 referring Ordinance 3212 to the City Elections Officer for a vote of the qualified voters of the City of Ashland in the November 8th, 2022 general election.

DISCUSSION: DuQuenne asked for clarification as to why there were two different motions for the ordinance. Lessard explained the process, with the second motion officially bringing the ordinance to the City Election Officer for it to appear on the November ballot.

ROLL CALL VOTE: Jensen, Seffinger, Graham, Moran, Hyatt YES. DuQuenne NO Motion Passes 5 to 1.

VIII. PUBLIC FORUM

Rick Veeze/Ashland – Raised concerns about a recent fire evacuation study not accounting for fires starting at a border on a town before moving through that town. Felt that the “what-if” scenario raised in the paper should have been given more focus and not treated as an afterthought. Presented a series of evacuation times that he had calculated modeled after the Alameda Fire and the Paradise Fire in California. Gave suggestions on how to modify current evacuation plans to reflect fast moving fires.

Linda Peterson-Adams/Ashland – Decided to move her public testimony to the next meeting in the interest of time.

IX. CITY MANAGER REPORT

Due to lack of time, Joe Lessard reserved his comments for the next meeting.

X. NEW AND MISCELLANEOUS BUSINESS

1. League of Oregon Cities – 2023 Legislative Priorities Ballot Request

City Manager Joe Lessard thanked the Council for submitting their ballots regarding what items to prioritize for 2023 and presented the tallies. DuQuenne noted an error in the language for point 18.

Graham/Hyatt m/s to approve the following ballot items for the League of Oregon Cities legislative priorities: infrastructure funding to support needed housing, community resilience and wildfire planning, adequate funding for state climate initiatives, economic development initiatives/incentives and infrastructure financing and resilience. **DISCUSSION:** Graham and Hyatt spoke of the importance of helping the League of Oregon Cities.

ROLL CALL VOTE: Graham, Hyatt, Moran, Seffinger, DuQuenne and Jensen YES: Motion Passes 6-0

XI. CONSENT AGENDA

- 1. Approval of MOD Pizza Liquor License**
- 2. Approval of Two Contracts with Emergency Communications of Southern Oregon**

DuQuenne pulled item number 2 for discussion.

Jensen/Moran m/s to approve item number 1 on the consent agenda. Vote: All Ayes.

DuQuenne retracted pulling item number 2 for discussion

Jensen/Moran m/s to approve the two contracts with Emergency Communications of Southern

Oregon. DISCUSSION: Jensen highlighted the essential nature of the contract. Moran asked Chief O'Meara if the fee for ECSO subscribers was based on the number of calls. O'Meara responded that it was based on home value and not the number of calls. O'Meara also mentioned that he was

interested in changing how the fee was calculated.

Roll Call Vote: Hyatt, Graham, Seffinger, DuQuenne, Jensen and Moran, YES. Motion Passes 6-0.

XII. ADJOURNMENT OF BUSINESS MEETING

Akins moved to adjourn the Business Meeting

The Business Meeting was ended at 9:30PM

Respectfully submitted by:

City Recorder ~~Melissa Huhtala~~ Nunc pro tunc Alissa Kolodzinski

Attest:

Mayor ~~Akins~~ Nunc pro tunc Tonya Graham

DRAFT

Ashland Fire & Rescue Updates

Fire Chief Ralph Sartain

What We Will Be Covering

- Call Volume
- Fire Department Staffing
- Fire Season and Preparations
- Fire Adapted Ashland
- Ashland Forest Resiliency Program

Call Volume & Staffing

1995

Number of Calls

• 1011

Number of Firefighters

• 21

2015

Number of Calls

• 3968

Number of
Firefighters

• 30

Overlapping Calls

1453

2021

Number of Calls

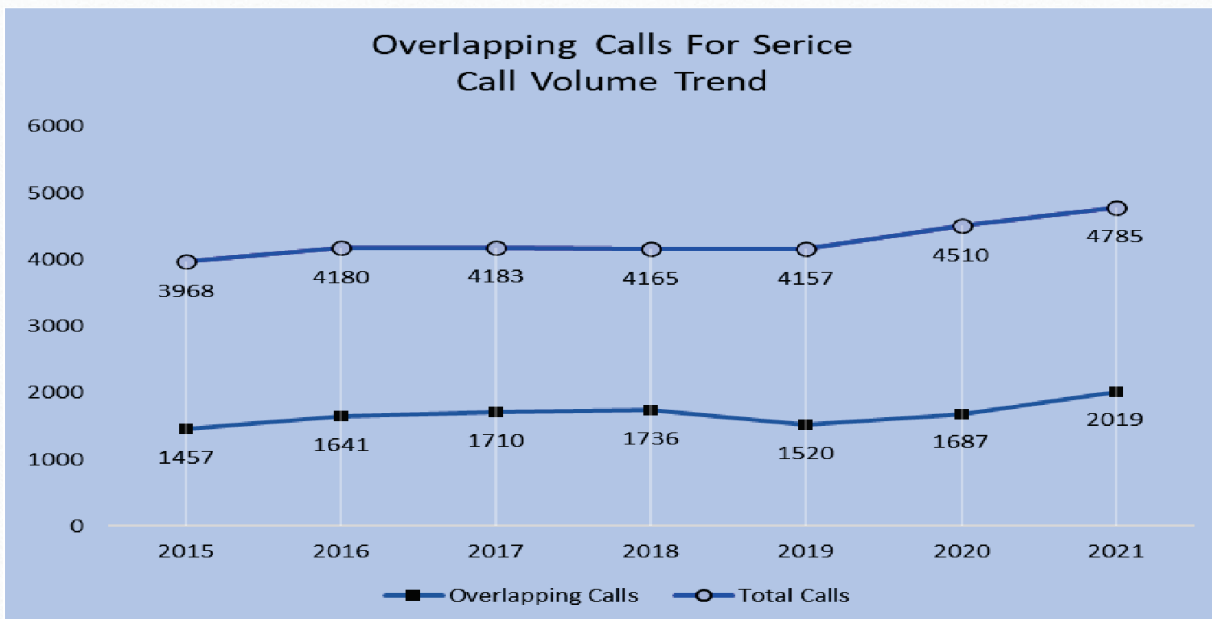
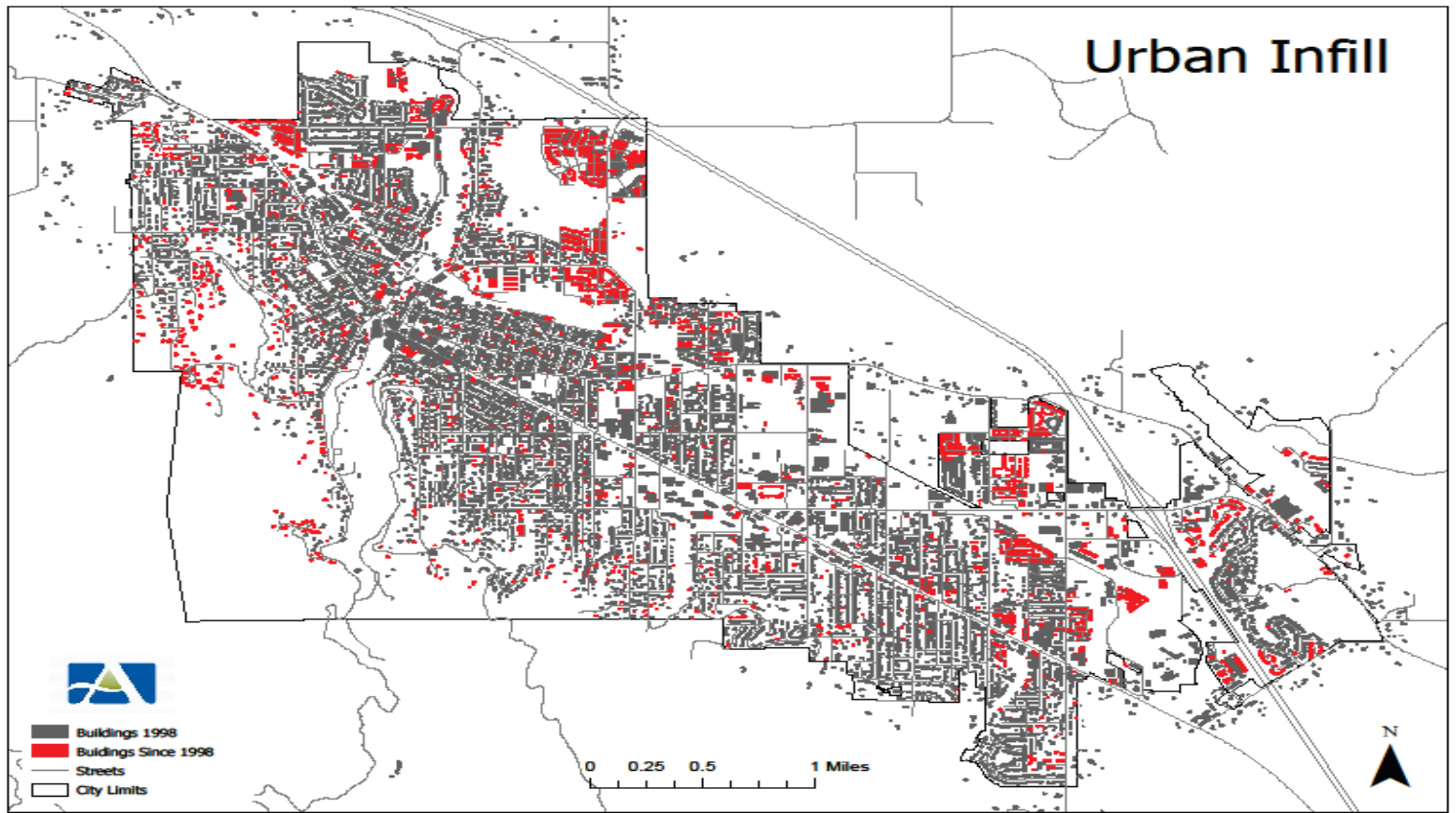
• 4785

Number of
Firefighters

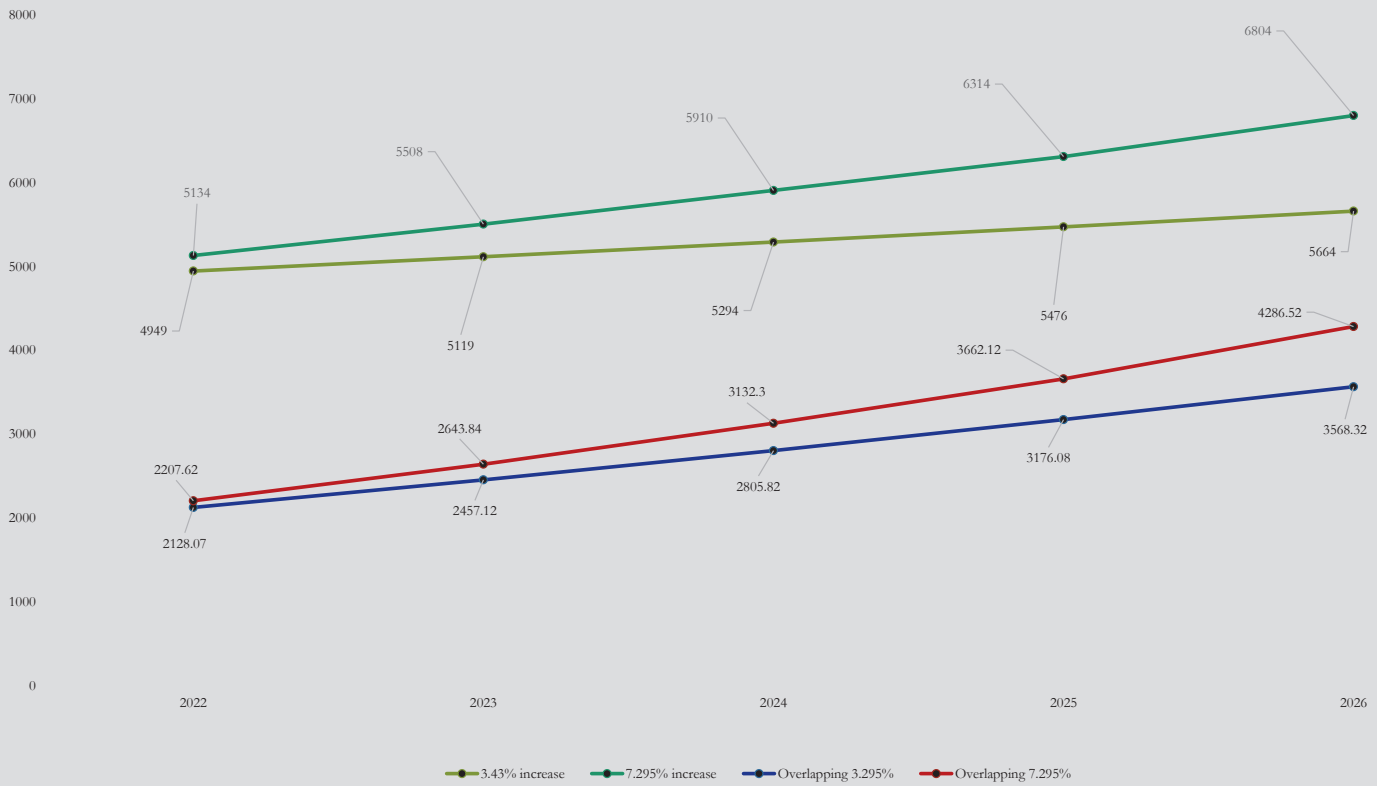
30

Overlapping Calls

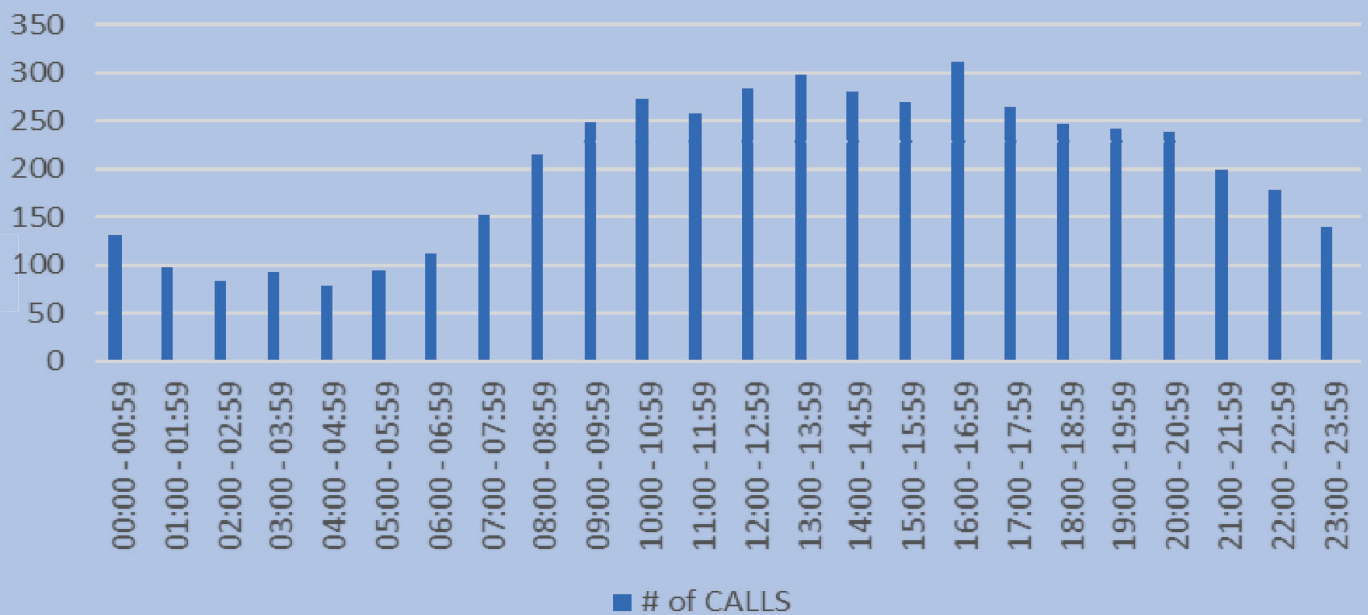
• 2079 (43.45%)

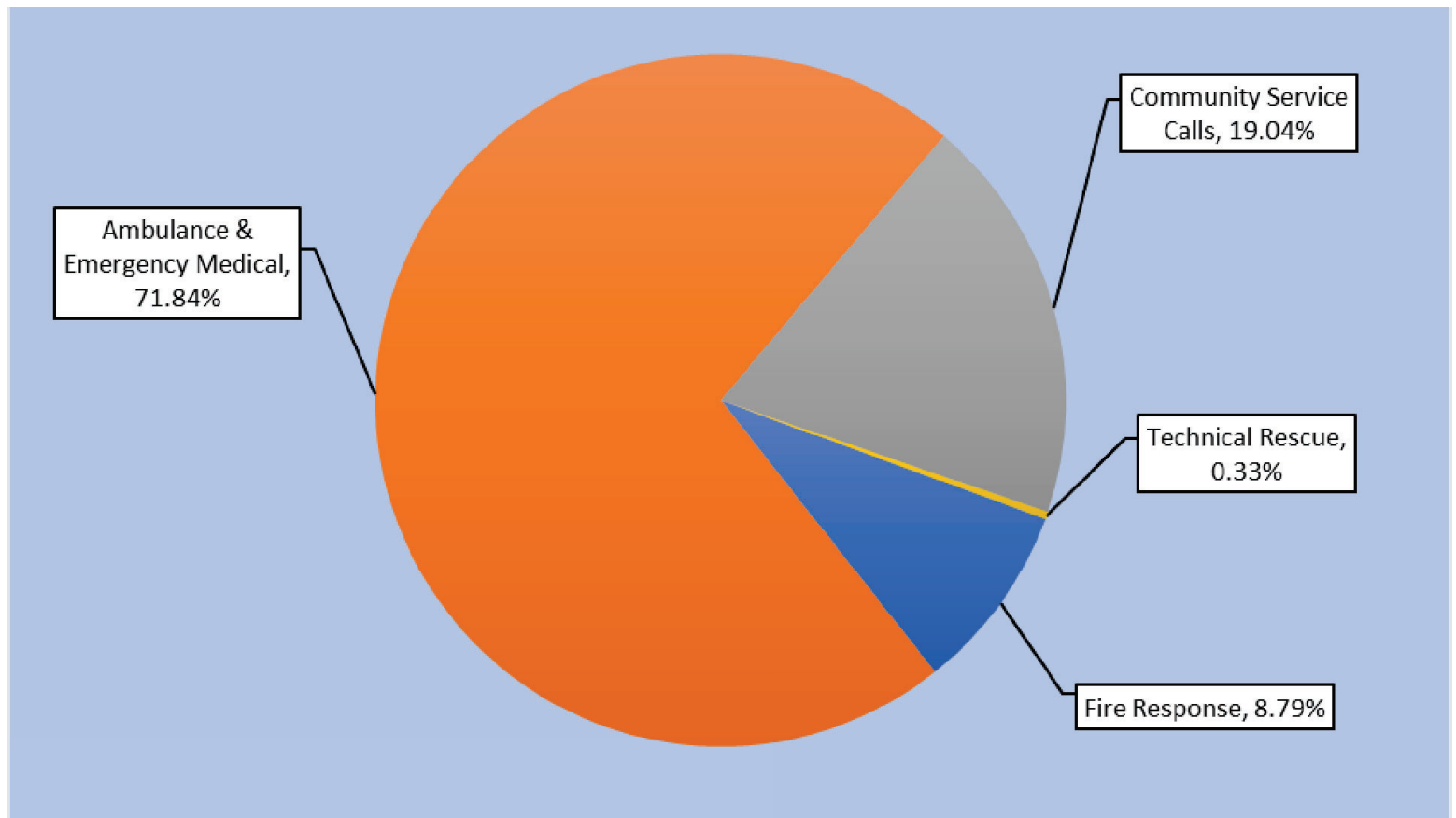


Call Volume and Overlapping Calls Forecast



Number of Responses for Each Hour





Shift Schedule

3 operational shifts – A, b and C
10 firefighters are assigned to each shift
Shifts work a “48/96” schedule
(two days on followed by 4 days off)

Staffing Levels

8/10 and 10/13 Where do we need to be?

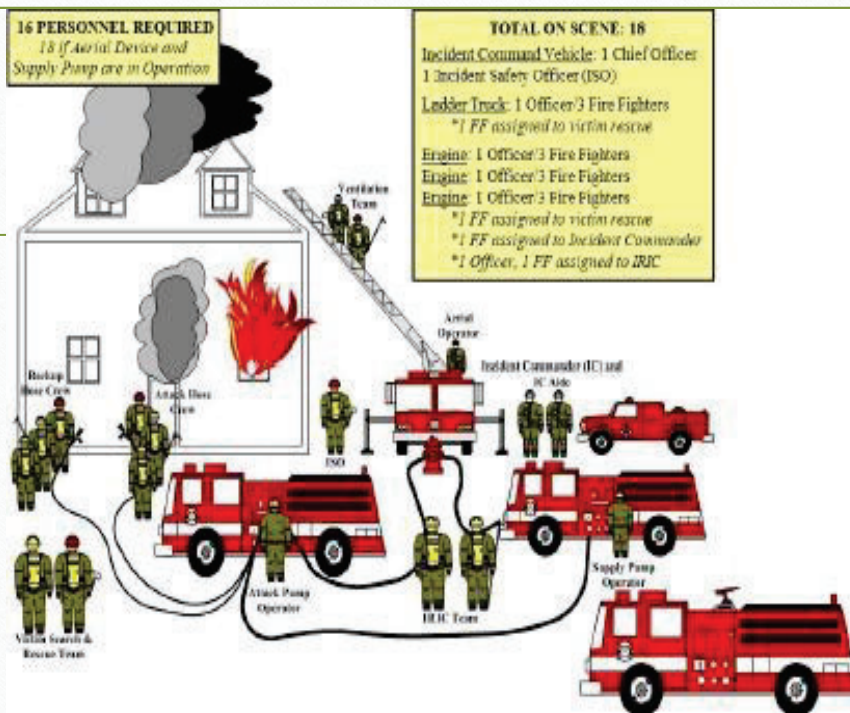
NFPA Overview

- NFPA 1710 Standards:
 - Arrival of first fire engine at a fire: 4 min. or less, 90% of the time
 - Arrival of second fire engine: 6 min., 90% of the time
 - Deployment of a full first-alarm assignment: 8 min., 90% of the time

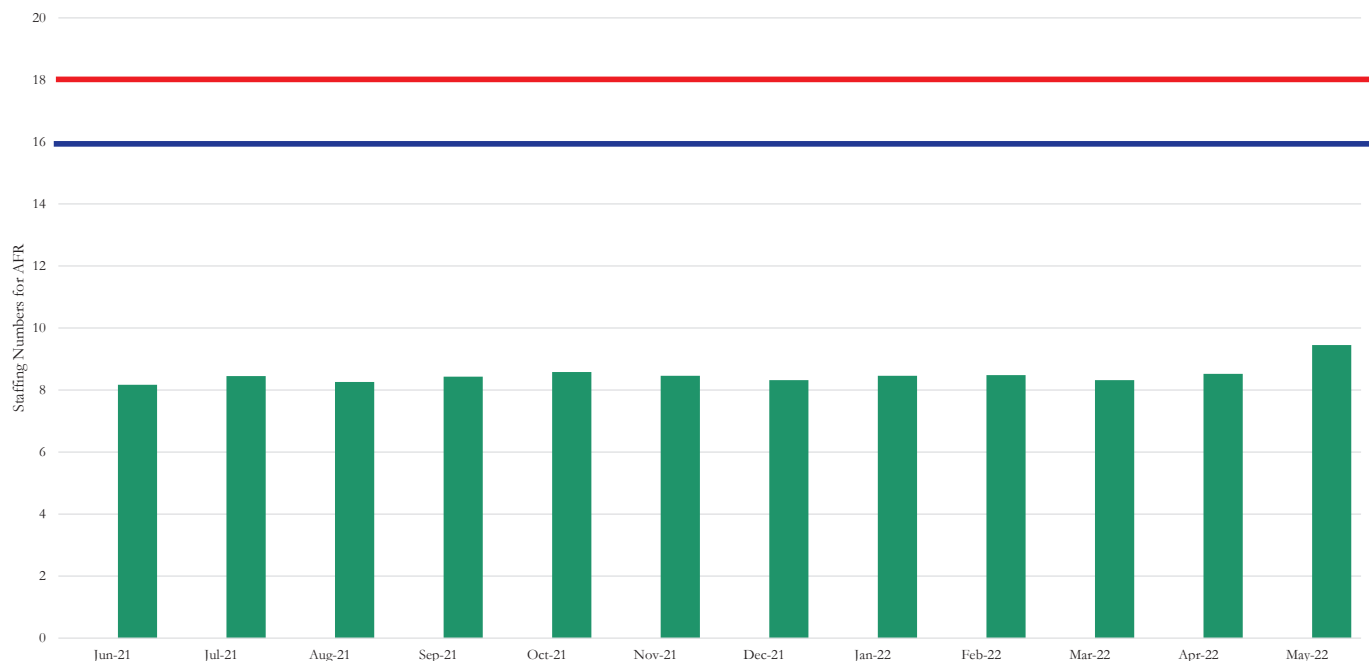


NFPA 1710 Overview

- This is for a 2000 Sq ft home with no exposure and no basement



AFR Staffing Past 12 Month



Current Minimum Staffing of 8

Station 1



Station 2



Minimum Staffing of 10

Station 1



Station 2



Fire Season Preparation

What has Occurred

- Regional Meetings
- Increased Training
- Grant Funding for up staffing (SB762)
- Pre-positioned Equipment
- Wildfire Risk Reduction Specialist and FEMA Grant
- The FLSS position has been hired.

Wildfire/Community Risk Reduction

Fire Adapted Ashland
Ashland Forest Resiliency Stewardship Project

Ashland's Comprehensive Approach to Wildfire Safety

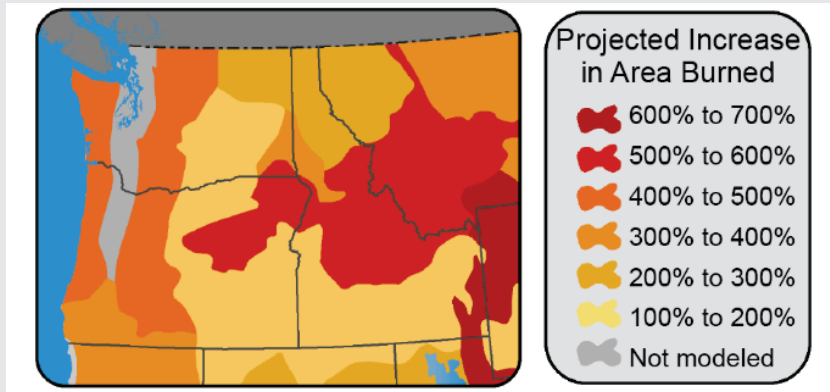
www.fireadaptedashland.org

www.smokewiseashland.org

www.ashlandwatershed.org

Adapting City and Parks Forests to Climate Change

- A cutting-edge plan is being put together via Forest Lands Commission to chart adaptation to a changing climate on City/Parks forestlands
- Complements the City's Climate and Energy Action Plan and 2016 Ashland Forest Plan.
- Public comment late summer/early fall and Council decision by end of the year



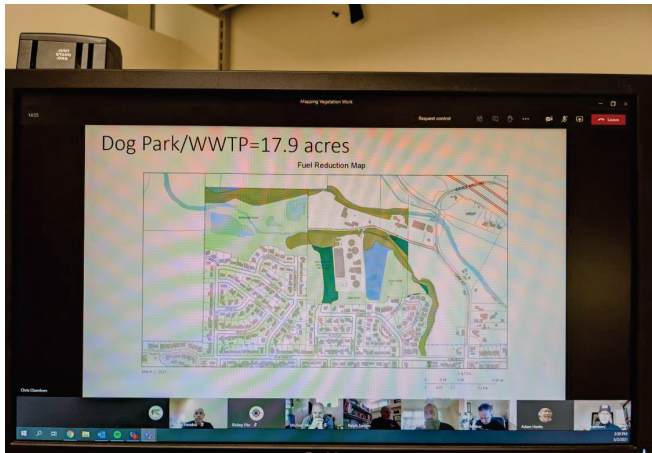
Dying Pines: One Signal of a Changing Climate

- Bark beetles killed many dozens of large trees on City, Lithia Park, and surrounding private lands in 2021.
- Trees had to be cut and removed for public safety
- We can expect more of this as drought and heat stress trees



Interdepartmental Vegetation Management Team

- Inventoried all City/Parks property for fire hazards in 2020
- Majority is blackberry bushes along creeks
- 151 acres of mowing/cutting fuel breaks already takes place *every year*
- Implementing work plan to remove as much blackberry starting close to homes and maintain fire safety over time. More was done along Ashland Creek in 2022.



Controlled burns protect forests and our watershed.

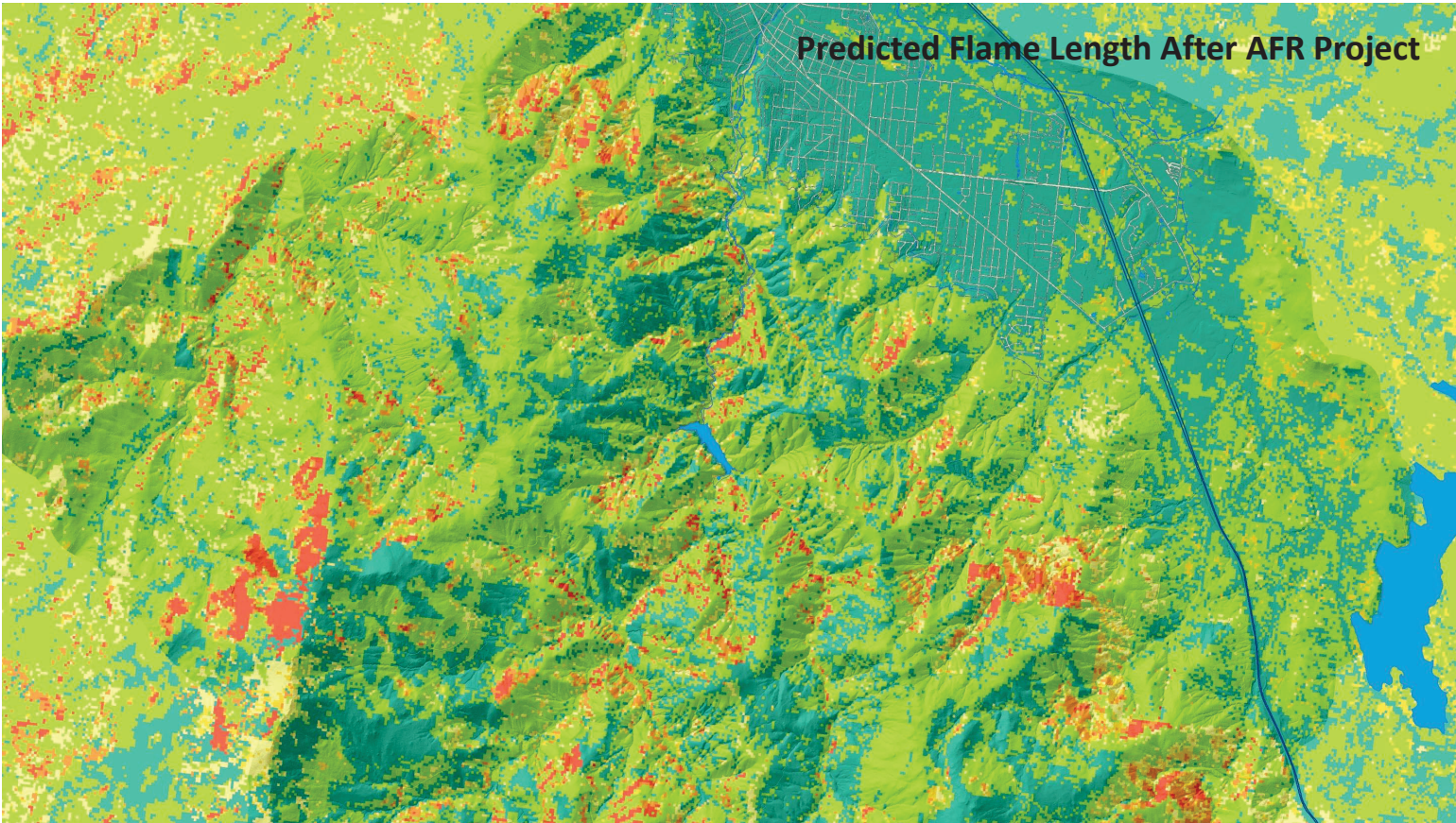
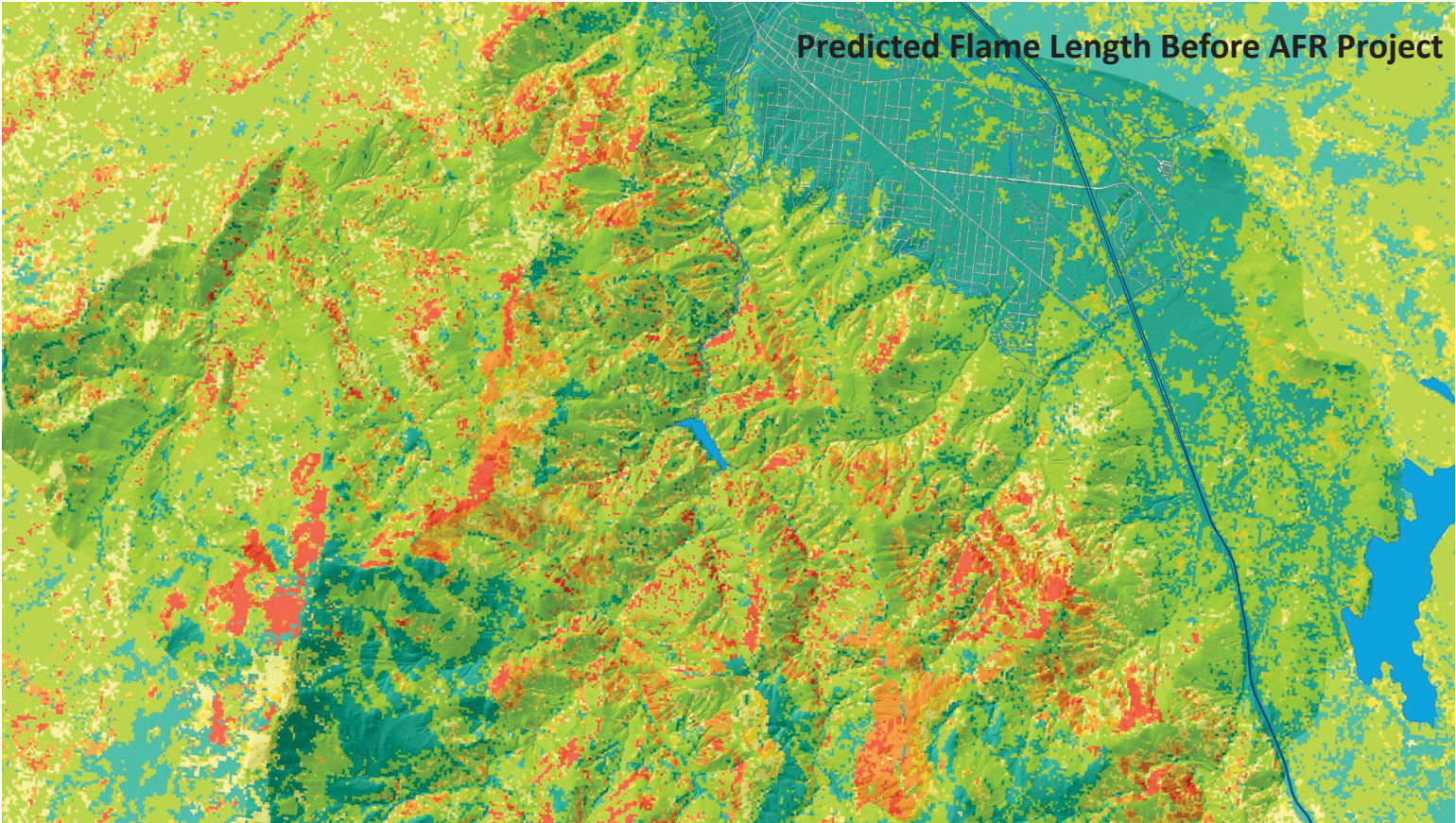


- Reduce fire danger to firefighters, residents, and the places we love
- Reduce the fuels that feed catastrophic fires
- Produce much less smoke than severe wildfires

When you see controlled burns during the cool time of year, know we are working for healthier forests and community: for today and for future generations.

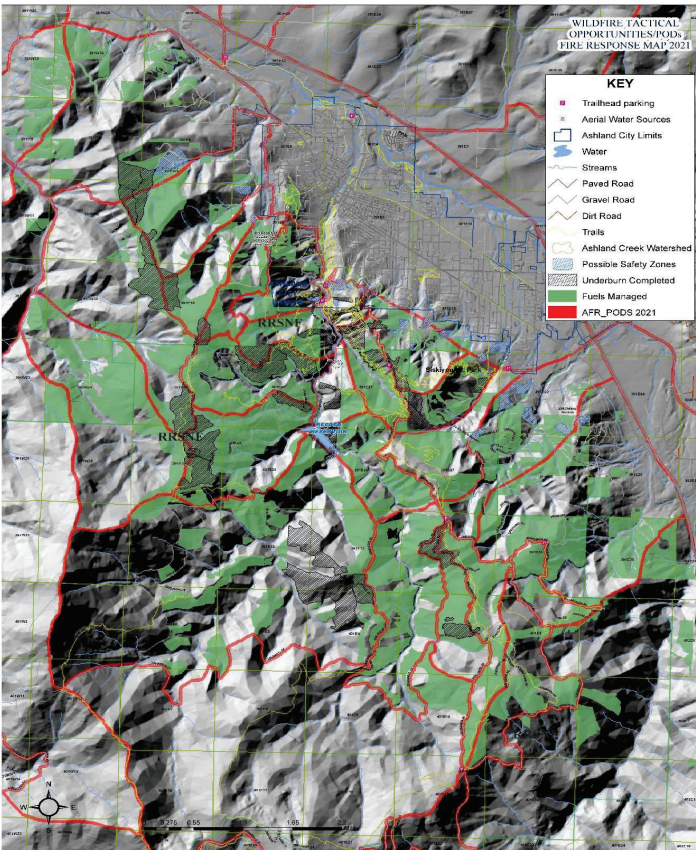
- 10+ years of work across U.S. Forest Service and private lands has stitched together 13,000 acres of forest restoration and wildfire risk reduction surrounding town and the watershed.
- Significant controlled burning remains to maintain our gains and protect our community and watershed. 198 acres were completed this year and we need to be burning 1,000+ acres a year.

Ashland Forest Resiliency Stewardship Project



Leveraging Completed Fuels Reduction to Plan Suppression: PODs

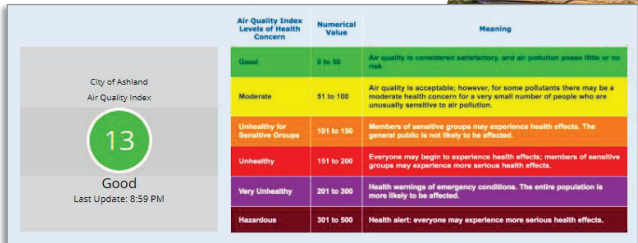
- Pre-locating fire lines based on topography, roads, and where we’ve completed forest thinning and prescribed burning.
- Safer for Firefighters
- More effective air attack
- Prioritize future prescribed burning and fuels reduction



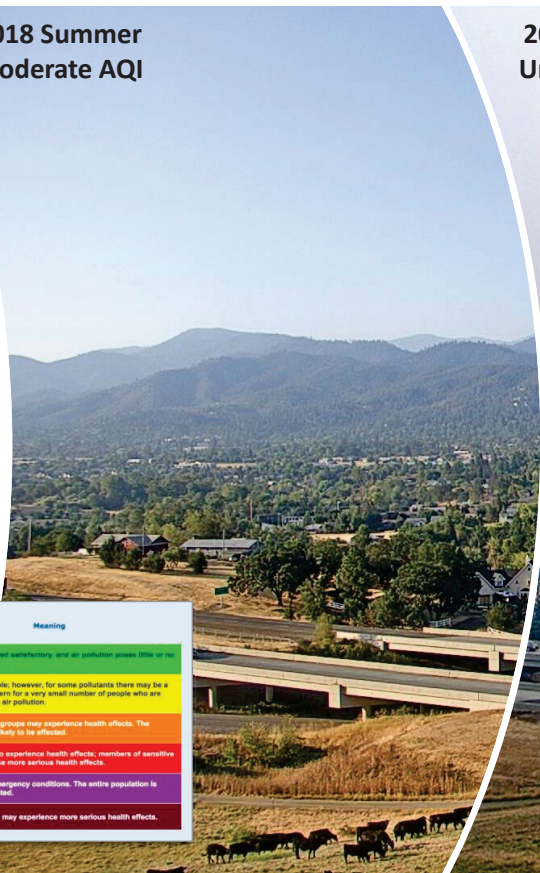
Smoke Preparedness

smokewiseashland.org

- One-stop-shop for smoke information:
 - Air Quality Index
 - Smoke and health
 - Creating indoor air quality
 - Business preparedness
 - Controlled burn information



2018 Summer
Moderate AQI



2018 Summer
Unhealthy AQI



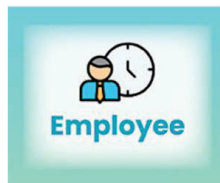
PREPAREDNESS AND RESILIENCE TOOLKIT
THE LANGUAGE OF BUSINESS
PREPARING TOGETHER
SMOKE PREPAREDNESS
PAY YOUR DUES
GIFT CERTIFICATE PROGRAM
HELP SUPPORT FLOWER BASKETS IN ASHLAND FOR 2022
GREETERS MEETINGS
2019-20
LIVING AND DOING BUSINESS GUIDE
MEMBERSHIP
ASHLAND CHAMBER'S COMMUNITY EVENTS
BOARD & STAFF
ASHLAND CHAMBER VOLUNTEER APPLICATION
PROGRAMS & COMMITTEES
PUBLICATIONS
RAPID RESPONSE TEAM
CHAMBER HISTORY
ASHLAND'S ECONOMY



The Ashland Chamber of Commerce and Ashland Fire & Rescue have developed resources to help you prepare for emergencies with useful information on smoke, evacuation and alerts. Click on the links below.



[Smoke Information](#)
[Evacuation](#)
[Alert Signups](#)



[Be Prepared](#)
[Smoke Information](#)
[Evacuation](#)



[Be Prepared](#)
[Smoke Information](#)
[Business Workbook](#)



[Evacuation](#)
[Alert Signups](#)
[Prepare Your Home](#)

Tent Cards Distributed to Ashland Businesses

Front

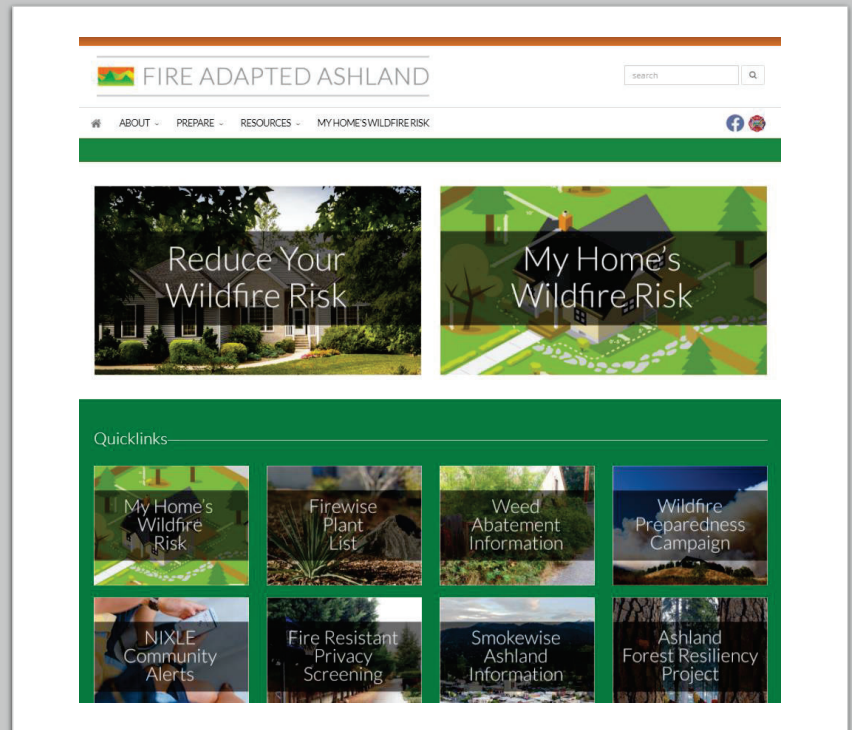
Back



Fire Adapted Ashland: Our Community Wildfire Safety Program

- One-stop-shop for all things wildfire preparedness
- Fire mitigation programs (Firewise, WRAP, FEMA)
- Wildfire Safety Ordinance and code information
- Educational resources and videos
- Grants for property owners

www.fireadaptedashland.org



Codes & Ordinances

- **Weed Abatement**
 - June 15th deadline - Dry Grass and Weeds 4 inches
- **Wildfire Safety Ordinance**
 - Affects New Development/Additions from 2018 on.
 - Wildfire Safety Requirements
 - Prohibited flammable plants list
 - Fence connections made of non-flammable material
 - No wood roofing



APRIL	MAY	JUNE	JULY
Harden your home! Protect against embers and flames	Be Firewise! Keep your yard lean, clean, and green	Be Ready! Prepare to evacuate or shelter in place	Be Smokewise! Prepare for smoke

Wildfire Safety Campaign

fireadaptedashland.org/wildfireprep

Harden Your Home!

*This April, harden your home's exterior against embers.
We must all do this work to protect the community.*



Wildfire Risk Assessment Program (WRAP)

- One-on-one wildfire risk home assessments
- Fire department + Wildfire Safety Commission creating volunteer training program
- 6 Volunteers active, 174 Assessments Completed Since October. Another training is planned for fall.



Interested in volunteering?
Fireadaptedashland.org/wildfireprep

Drop off your flammable green debris at
Green Debris Drop-off Day!
Sunday, May 2nd

Learn more here

Apply to get a
Green Debris Bin
in your neighborhood

Apply here

Listen to our
Wildfire Preparedness Webinar Series

Coming Soon

Sign up to become a
Wildfire Risk Assessment Volunteer

Learn more here



Bark Mulch Flammability Test

- We know mulch is a significant contributor to home ignition and codes prohibit it next to new homes.
- Are there mulch products that do not support ignition and combustion?
- What mulch types might we not want anywhere in landscapes?
- Partnership with Fire District #3. Test will happen in mid-August. Thank you Hilton Fuel and Landscape Supply!

Real Estate Wildfire Education Program

- Course was held for real estate professionals to learn about home wildfire hazards and ways to mitigate hazards. Another class is planned for this fall.
- Created a course for home inspectors to understand the relationship between wildfire and the home structure and write this into inspection reports. Eight inspectors have been trained.

Guidelines for Wildfire Safety when buying a home



\$3 Million FEMA Mitigation Grant

- Defensible space around top 1,100 at-risk homes in Ashland
- Replace wood shake roofs with Class A or Class B shingles
- 72 homes completed
- 44 more in progress
- \$247,000 spent to date



Wildfire Risk is Rising: What More Can We Do?

- We need to address existing risk in homes not being covered by the FEMA grant, which is about 5,000 homes who need assessments and cost-share funding. Many are lower risk, so should cost less.
- Need to address multi-family residences, commercial structures, and institutional facilities. These are key to wildfire recovery and home to economically vulnerable population.
 - State funding will become available soon. Looking for mitigation and staffing dollars.
- Need to update our Community Wildfire Protection Plan (CWPP).
 - Federal \$\$ from Infrastructure Bill are becoming available with priority on funding CWPP updates. We'll be well positioned to apply this year.
- Addressing the State-wide risk map issues, our rating may not change.



Questions?



Croman Mill District

Council Update 8/02/2022



Croman Mill History

- 1930 Municipal Airport
- 1934 – 1996 Sawmill
- 2001 Zone Change Planning Application denied
- 2010 Croman Mill Site Redevelopment Plan and Zoning District
- 2012 Reclamation initiated
- 2020 Conditional Use Permit application denied
- 2021 Grading and Excavation Permit issued
- 2021-2022 – Preapplication for new Master Planning effort (Townmakers LLC)



**Municipal Airfield/Airport
early 1930s**

Lumber Mill – 1934 -1996

Photo 1960s
McGrew Mill



Site reclamation 2012-2020



2012 Aerial

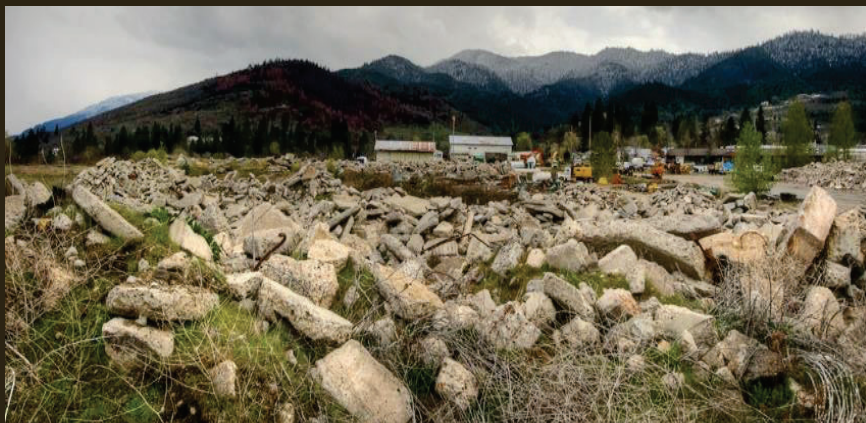


2018 Aerial

Site reclamation activities

2012-2020

- Decommissioned Equipment
- Mill buildings removed
- Log Decks excavated in northern portion of property
- Consolidated onsite waste into sorted piles
- Excavated wood waste used as soil amendments, added to imported clean fill and sold off site.



Photos c. 2010

Neighborhood Concerns regarding site activities

2012-2022

- Noise
 - On-site Equipment noise
 - Rock crushing noise
 - Backup alarms on trucks
- Dust and
 - Air born particulates
 - Track out of mud and dirt
- Odor from composting piles
- Hours of operation
- Homeless Encampments
- Fire Safety
 - Weed abatement, combustible materials
- Truck Traffic (Volume and Speed of trucks)

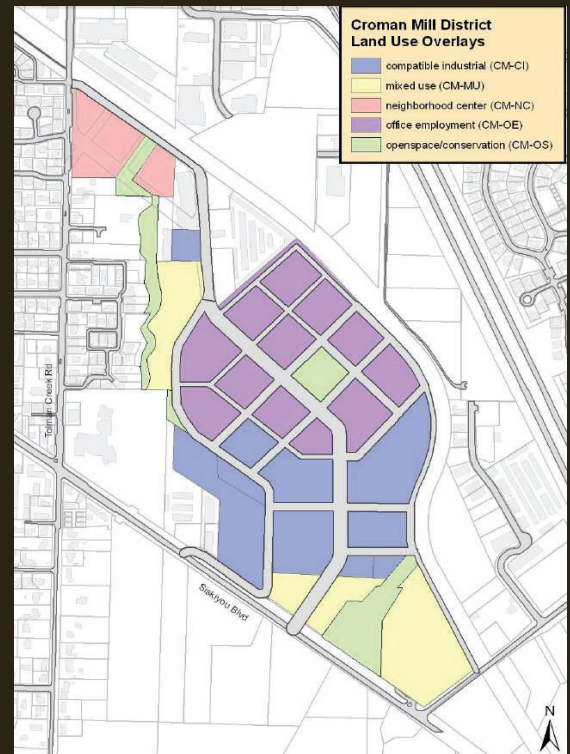


Property Owner/Development Concerns

- Magnitude of cleanup necessary
 - Excavation depth
 - Variety of materials
 - On-site sorting, separating waste materials, diversion from landfill
 - Trucking frequency
- Voluntary DEQ cleanup
- Future development options
 - Revisit masterplan allowable uses
 - Townmakers LLC
- Future Infrastructure needs
 - Transportation
 - Water/sewer/storm drains
 - Utilities

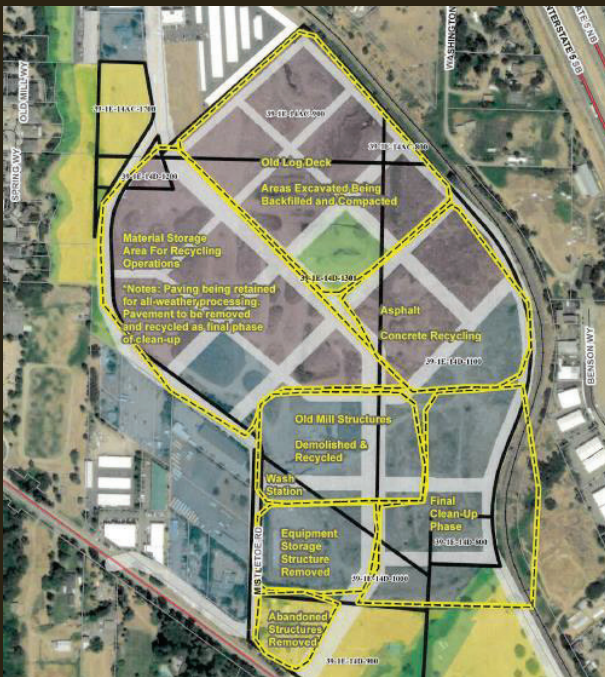
Regulatory Framework

- Croman Mill Masterplan
 - District Boundaries
 - Transportation network
 - Land Use Overlays
 - Open Spaces
 - Allowable Uses (Office, Industrial, Mixed Use, etc).
- Conditional Use Permit
 - Temporary uses
- Future Infrastructure
 - Transportation
 - Water/sewer/storm drains
 - Utilities
- Predevelopment activity
 - Grading and Excavation Permit
 - Site clearance



Regulatory Framework

Conditional Use Permit Request 2020 (Denied)



- Requested 5-year continuation of sales from the production of soil amendments to assist in financing the ongoing clean-up of the site
- Requested allowance for continued importing of material.
- **Application for above activities was denied.**



Regulatory Framework

Conditional Use Permit Request 2020 (Denied)

- Denial was based on Staff found that a five-year extension could not be defined as temporary.
- Denial was based on the proposed on-site operations (*blending of wood waste with clean fill material*) constituting a manufacturing use.
- The continuation of the commercial activity conducted previously (2012-2020), was disallowed:
 - Importation of clean fill for processing and resale.
 - Importation of concrete and stone materials.
 - Importation of soil excavated from other construction sites for sorting and screening.
 - Commercial sales of enriched (processed) soil.
- The decision explicitly recognized that reclamation efforts including issuance of an excavation and grading permit could be approved to allow removal of debris and waste from past mill operations to prepare the site for future redevelopment but could not include a commercial component.

Grading and Excavation Permit (issued April 2021)

- No importation of materials is allowed without prior city approval. Imported material could be considered as backfill/stabilization after excavation and clean-up are complete, if insufficient materials remain on-site
- No on-site manufacturing or processing of topsoil, soil amendments, or construction fill for the purpose of sales is permitted.
- Work is limited to 7:00 a.m. to 5:00 p.m., not to exceed five days per week
- Truck traffic limited to no more than 50 trucks per day.
- Erosion control, dust control and track-out monitoring is required.
- Fire prevention and safety required.



Regulatory Framework

Grading and Excavation Permit (issued April 2021)

- Quarterly reports of material removed provided.
- Quarterly on-site inspections by Community Development Staff (building official, Code Compliance, Planning)
- Weekly monitoring site visits by code compliance



Staff Photo (3/21/2022)



Staff Photo (5/19/2022)



Staff Photos (6/21/2022)



Staff Photos (6/21/2022)

Next Steps

Department of Environmental Quality (DEQ) Review

- November 2021: A Phase I Environmental Site Assessment (ESA) for the Site was completed by Rogue Environmental Consulting, LLC (Rogue Environmental)
- March 31, 2022: The current property owners have applied for the Voluntary Cleanup Program (VCP) with the Oregon Department of Environmental Quality (DEQ) on, for the purpose of determining if there are environmental impacts to the Site from former mill activities, and if necessary, remediate, so that they can obtain a no-further action (NFA) determination and redevelop the property. Future plans for the Site are redevelopment for mixed commercial and residential use.
- July of 2022: Site Investigation Work Plan and Sampling Plan completed and submitted to DEQ for review.
- Due to ongoing site reclamation activities, some areas may need to be explored once activities are completed, i.e., the investigation may need to be done in phases as areas become uncovered and available.
- The goal of this site investigation is to provide DEQ, the City and local community the data to evaluate potential environmental risks and exposure pathways to receptors at the Site, given the proposed office/industrial/mixed use redevelopment plans for the site.

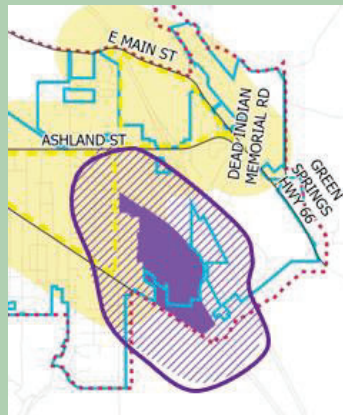
Next Steps

Monitoring cleanup

- Regular meetings with property owner representatives on-site to go over grading plan progress (bi-monthly/quarterly) with Building Official, Code Compliance, and Planning Staff.
- Continued monitoring of site regarding common code compliance issues (weekly/bi-weekly site visits)
- Review monthly reports submitted to City
- Continued fire protection efforts, onsite water truck, weed abatement, trespass of homeless encampments.
- No further Action (DEQ clearance)

Planning for redevelopment

- Master Plan amendments
 - Townmaker's LLC development proposal
 - Initial concept developed 2021-2022
- Proposal Review
 - Formal Development application(s) (Phased)
 - Annexation
 - Zone Changes through revised masterplan
- Public hearings for review of development proposal



Activity Center

Croman Mill District

Local businesses, Office, light industrial, mixed use residential
(Under current Croman Mill District Plan)

Next Steps

Community Information

- City to develop a webpage to provide regular updates
 - Upload site assessment reports
 - Development proposal progress
 - Online Croman complaint form
- Regular Neighborhood Check-ins
 - Initiate regular neighborhood meetings opportunities between property owner representative and neighborhood.
 - Develop email notification list to be used to update the neighborhood for any changes in activity
- Community Review for future development
 - Annexation
 - Zone Changes through revised masterplan
 - Public hearing for development review



Council Business Meeting

Date: November 18, 2025

Agenda Item	Appointment of Audit Committee Members
Department	Finance
From	Bryn Morrison, Deputy Finance Director

TIME ESTIMATE

5 Minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Per the Ashland Municipal Code 2.11, members of the Municipal Audit Committee are appointed annually by the City Council. The Municipal Audit Committee is established and shall consist of four (4) voting members. Notwithstanding any other provision of the Ashland Municipal Code, four voting members shall be appointed by the City Council and shall consist of the Mayor or a Councilor, one Budget Committee member, and two citizens at large. The City Recorder shall be an ex officio nonvoting member.

POLICIES, PLANS & GOALS SUPPORTED

Efficient and Effective Government

BACKGROUND AND ADDITIONAL INFORMATION

The Municipal Audit Committee is scheduled to hold a meeting on December 3, 2025, to receive a presentation and the Annual Comprehensive Financial Report from the City's Auditors, Baker Tilly Government Services Group.

The application for the Audit Committee citizen members was posted on the City Website, and the City received applications from the following three qualified individuals:

Clarice Avis
Thor Morris
Brian Bertrand

Before the Council is a request to appoint the first two applicants, Clarice Avis and Thor Morris, based on the order they were received. These applicants, as summarized below, include the representatives from Council and the Budget Committee.

Vacant Position (Council)	Jeff Dahle	Term Ending December 31, 2025
Vacant Position (Budget Committee)	Linda Adams	Term Ending December 31, 2025
Vacant Position (Citizen)	Thor Morris	Term Ending December 31, 2025
Vacant Position (Citizen)	Clarice Avis	Term Ending December 31, 2025

2025 Approval for these applicants is requested for these committee positions.

FISCAL IMPACTS

N/A

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS





Council Business Meeting

I move to approve the appointment of these individuals to the Audit Committee as indicated.

REFERENCES & ATTACHMENTS

1. Audit_Application_Avis_
2. Audit_Application_Bertrand
3. Audit_Application_Morris



Appointment Application for City Committee or Commission

Name	Clarice Jean Avis
Preferred Pronouns	<i>Field not completed.</i>
Committee or Commission You Wish to Serve On	Municipal Audit Committee
Address	
Phone	
Email	
Occupation	Service Center Assistant at Southern Oregon University
Educational Background	I am currently a junior pursuing a Bachelor of Science in Accounting at Southern Oregon University, with an Economics minor and a Finance certificate. I've also participated in virtual job simulations on Forage related to audit and finance, which confirmed my interest in this field. In addition, I'm currently enrolled in summer courses in statistics and computer science, both of which enhance my ability to interpret financial data and apply technology to financial oversight responsibilities.
Related Experience	I currently serve as the Treasurer for the International Student Association at Southern Oregon University, where I manage budget requests and help ensure responsible allocation of club funds. This role has given me firsthand experience with financial oversight, reporting, and accountability. Professionally, I work as a Service Center Assistant at the university, where I handle sensitive and confidential documentation and have assisted with a few minor accounting-related tasks. While my practical experience is still growing, I bring a strong academic foundation and a sincere interest in municipal finance and auditing. I believe further training - such as conferences or seminars focused on public sector auditing, financial compliance, or municipal budgeting - would be incredibly valuable. These

opportunities would allow me to deepen my technical knowledge and stay updated on best practices in public finance, which I would directly apply to my role on the committee.

Interests

Ashland is a truly special place, and I feel fortunate to be studying here while pursuing my Bachelor of Science in Accounting at Southern Oregon University. But as charming as Ashland is, I also recognize that like any city, it faces financial challenges, and many of those challenges come down to how public funds are managed and allocated.

That's why I'm so interested in serving on the Municipal Audit Committee; I'm eager to gain real-world experience with financial reporting processes, internal controls, and the objective review of how public money is being used. These are areas I've studied in class, and now I want the opportunity to see how they're applied in practice — especially in partnership with independent auditors and experienced committee members.

I've taken some time to look into who serves on the committee, and I know there's so much I could learn from working alongside people with deep professional knowledge. As a student, I'm still growing, but I bring a great deal of passion, focus, and sincere interest in municipal finance. I also think I could offer a fresh perspective, especially as someone with a background in both accounting and economics.

Even though there are no current openings listed, I wanted to express my strong interest. I'm not looking for compensation - I'm simply hoping for the chance to serve, grow, and learn more about how the city of Ashland functions behind the scenes. It would be a true honor.

Availability

Yes, I will be available to attend both regular and special meetings and fully intend to participate in as many as I can. Evening meetings work best for me, and I can also make weekends work if needed.

Additional Information

I've lived in Ashland for three years (since the fall of 2022) and am currently a junior at Southern Oregon University, majoring in Accounting. As I've progressed in my degree, I've become increasingly eager to apply my academic knowledge in a real-world setting and contribute to the community I've come to know during my time here.

I work at the university's Service Center, where I process invoices and support administrative tasks involving budget documentation and internal expenditures. This has given me insight into how money flows through different departments and where resources are allocated on campus. I also serve as Treasurer for the International Student Association, where I help

plan and manage budgets for events, trips, and club operations in coordination with other board members.

As previously mentioned, I've completed job simulations focused on auditing and financial reporting, and I hold a certification in Microsoft Excel, which I regularly use for coursework and financial planning.

Upload Your File

[Clarice Jean Avis Resume \(Summer 2025\).pdf](#)

Signature

Clarice Jean Avis

Email not displaying correctly? [View it in your browser.](#)



[EXTERNAL SENDER]

Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

Thank you for your interest in serving on a Committee.

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Brian Bertrand
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Municipal Audit Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Power Plant Mechanic
Educational Background	Bachelors in Business Administration
Related Experience	I file my own taxes, have taken financial accounting classes
Interests	Interested in transparent accountability
Availability	Yes. More available in evenings. Fridays I am usually available all day
Additional Information	3I have live here 2.5 years

Signature

Brian Bertrand

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[EXTERNAL SENDER]

Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

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Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Thor Morris
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Municipal Audit Committee
Address	
Phone	
Email	
Occupation	Economist
Educational Background	PhD, Economics from UW
Related Experience	Professional economist, processed invoices and analyzed financial accounts
Interests	I was contacted by the city to contribute to the audit committee. I'm civically motivated to contribute to my local town, I work with numbers for a living and have economist training so I believe I am suited to contribute to this committee.

Availability	Yes, I prefer evening meetings but can make exceptions on an irregular basis
Additional Information	My wife and I moved to Ashland in 2023 and I grew up in Corvallis. I enjoy volunteering and being part of my local community
Signature	Thor Wolfgang Morris

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Council Business Meeting

Date: November 18, 2025

Agenda Item	Finance Update - First Quarter FY 26
Department	Finance
From	Bryn Morrison, Deputy Finance Director

TIME ESTIMATE

15 minutes

CATEGORY

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

SUMMARY

On a quarterly basis, the Finance Department presents the current quarter-end financial statements and provides a review of significant items.

POLICIES, PLANS & GOALS SUPPORTED

Administrative/Governance Goal:

“To ensure ongoing fiscal ability to provide desired and required services at an acceptable level.”

BACKGROUND AND ADDITIONAL INFORMATION

Presented in this packet are the Financial Statements for the period ending September 30, 2025, which is in the first year of the budget biennium and 25% of the fiscal year.

The September 2025 Financial Statements include the following reports:

- Summary of Fund Balances
- Statement of Revenues and Expenditures – City Wide
- Statement of Resources, Requirements, and Changes in Fund Balance - by Fund
- Summary of Cash & Investments

Revenues –

For the period ending September 30, 2025, the City received \$20.4M or 19.9% of budgeted revenues for the year which is 4.7% more than the prior year.

The year-over-year change in the Taxes category is primarily due to the increase in the Public Safety and Wildfire Reduction Fee and the establishment of the Parks Fee. The Food and Beverage Tax and Transient Lodging Tax are collected on a quarterly basis, and the first quarter will be due by October 31. As such, tax from these two items will be reported in the following quarter presentation. City Staff is currently working with our third-party administrator of the food and beverage tax on compliance. The largest amount of Property taxes are collected in November, therefore will be reported in the next quarter's report.

License and Permit activity is lower than the previous year and staff will continue to monitor. Building Permit activity, as well as System Development Charges, are not typically comparable by quarter, as fluctuations throughout the year are typical with the timing of housing starts and commercial development.

Intergovernmental Revenue is higher than the previous year due to increased grant revenue, the Opioid Settlement, and the BPA Conservation Reimbursement.

Charges for Services Revenue are higher than the previous year as expected with the updates to the Miscellaneous Fees and Charges and Rates.





Council Business Meeting

Interest on Investments Revenue is lower than the previous year but remains higher than historical figures.

Expenditures -

For the period ending September 30, 2025, fund expenditures are within budget expectations. Personnel Services is at 22.3% of budget, Materials and Services is 26.7% of budget, and the largest change in Debt Service compared to the prior year is the pay off of the AFN loan.

Ending Fund Balances, Cash & Other -

As of September 30, 2025, Total Fund Balances City-Wide is \$80.4M, which was \$2.3M or 2.8% lower than the previous year. The General Fund Ending Fund Balance was \$10.1M, which was \$4.5M or 30.8% less than the prior year as expected when the 2025/27 biennium budget was developed and adopted. The Electric fund is \$1.56M less than the previous year due to the delinquent Utility Account processing that was completed at the end of FY 2025.

The Capital Improvement Fund is showing a negative ending fund balance as of September 30, 2025 due to cost overruns for the Community Center and Pioneer Hall. The ending fund balance for FY 2025 came in lower than expected, reducing the funding for this biennium. A transfer of appropriation from the General Fund Contingency will be required and will be presented to Council for approval in December. The estimate at this time is that \$200,000 will need to be transferred from the General Fund to the Capital Improvement Fund to cover the remainder of the expense for those two projects.

Cash and investments balance is \$75.2M which is \$686,898 or 1% less than the previous year remaining consistent. This balance is critical to our financial health and our ability to meet our ongoing operating needs and obligations.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

N/A

REFERENCES & ATTACHMENTS

1. Sep25 FY26 Financial Report





City of Ashland
Summary of Fund Balances
Preliminary as of September 30, 2025

Fund	Balance September 30, 2025	Balance September 30, 2024	Change From FY 2025	2025-2026 Requirements	Over(Under) Requirements
General Fund	\$ 10,111,860	\$ 14,608,337	\$ (4,496,477)	6,935,840	146%
Parks General Fund	-	\$ 150	(150)	No Policy	N/A
Tourism Fund	647,301	771,129	(123,828)	No Policy	N/A
Housing Fund	108,142	256,587	(148,445)	No Policy	N/A
Community Block Grant Fund	26,897	26,107	790	No Policy	N/A
Reserve Fund	1,997,844	1,910,773	87,071	No Policy	N/A
Street Fund	2,878,894	3,512,796	(633,903)	1,243,454	232%
SDC Street Fund	3,849,884	2,268,847	1,581,037	No Policy	N/A
Wildfire Risk Reduction Fund	116,001	-	116,001	57,394	202%
Airport Fund	427,423	368,941	58,483	162,862	262%
Capital Improvements Fund	(156,992)	801,876	(958,869)	No Policy	N/A
Parks Capital Improvements Fund	3,410,268	3,575,622	(165,354)	No Policy	N/A
SDC Parks Fund	489,415	431,459	57,955	No Policy	N/A
Debt Service Fund	1,101,662	98,590	1,003,072	No Policy	N/A
Water Fund	19,711,585	19,450,144	261,441	3,021,117	652%
SDC Water Fund	920,096	1,037,678	(117,582)	No Policy	N/A
Wastewater Fund	7,888,782	6,841,463	1,047,319	2,187,956	361%
SDC Wastewater Fund	2,809,399	2,487,049	322,350	No Policy	N/A
Storm Drain Fund	2,186,151	2,105,406	80,745	237,612	920%
SDC Storm Drain Fund	61,069	36,304	24,765	No Policy	N/A
Electric Fund	7,712,509	9,270,051	(1,557,542)	4,648,750	166%
Telecommunications Fund	2,963,136	3,161,790	(198,654)	677,544	437%
Insurance Services Fund	1,688,953	1,422,311	266,643	1,421,579	119%
Health Benefits Fund	-	-	-	No Policy	N/A
Equipment Fund	8,461,088	7,326,756	1,134,333	2,271,000	373%
Parks Equipment Fund	-	-	-	No Policy	N/A
Cemetery Trust Fund	998,808	978,048	20,760	No Policy	N/A
	<u>\$ 80,410,176</u>	<u>\$ 82,748,212</u>	<u>\$ (2,338,036)</u>		
Total Fund Balances	<u>\$ 80,410,176</u>	<u>\$ 82,748,212</u>	<u>\$ (2,338,036)</u>		
<u>Restricted and Committed Funds</u>					
Restricted	\$ 15,616,074	\$ 17,160,976	\$ (1,544,902)		
Committed	21,315,364	24,949,972	(3,634,608)		
Unassigned	43,478,739	40,637,264	2,841,474		
	<u>\$ 80,410,176</u>	<u>\$ 82,748,212</u>	<u>\$ (2,338,036)</u>		
Total Fund Balances	<u>\$ 80,410,176</u>	<u>\$ 82,748,212</u>	<u>\$ (2,338,036)</u>		



City of Ashland **Statement of Revenues and Expenditures - City Wide**

Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Fiscal Year 2026		Percent		Fiscal Year 2025	Fiscal Year 2025	Percent
	Year-To-Date	1st Year of Biennial	Collected /	Year-over-Year	Year-To-Date	End -of-Year	Collected /
	Actuals	Budget	Expended	Change	Actuals	Actuals	Expended
	Current Fiscal Year				Prior Fiscal Year		
City-Wide Revenues							
Taxes	\$ 2,814,657	\$ 32,326,291	8.7%	125.4%	\$ 2,244,975	\$ 28,517,601	7.9%
Licenses and Permits	261,313	1,273,955	20.5%	72.5%	360,419	1,101,054	32.7%
Intergovernmental Revenues	698,270	5,552,709	12.6%	156.1%	447,252	4,115,134	10.9%
Charges for Services - Rate & Internal	15,364,404	58,084,734	26.5%	105.0%	14,632,226	54,783,108	26.7%
Charges for Services - Misc. Service fees	148,833	672,000	22.1%	40.5%	367,387	564,371	65.1%
System Development Charges	127,893	555,000	23.0%	51.9%	246,355	721,708	34.1%
Fines and Forfeitures	62,665	229,500	27.3%	120.7%	51,924	182,961	28.4%
Assessment Payments	-	3,000	0.0%	0.0%	4,646	4,915	94.5%
Interest on Investments	687,251	3,405,000	20.2%	71.9%	955,474	3,887,246	24.6%
Miscellaneous Revenues	268,341	402,150	66.7%	133.8%	200,565	381,970	52.5%
Total Revenues	20,433,626	102,504,339	19.9%	104.7%	19,511,222	94,260,068	20.7%
Budgetary Resources:							
Other Financing Sources	-	41,010,975	0.0%	0.0%	0	1,042,229	0.0%
Transfers In	59,167	2,599,613	2.3%	1.8%	3,343,314	5,382,661	62.1%
Total Budgetary Resources	59,167	43,610,588	0.1%	1.8%	3,343,314	6,424,890	52.0%
Total Resources	20,492,794	146,114,927	14.0%	89.7%	22,854,536	100,684,958	22.7%
City-Wide Expenditures							
Personnel Services	10,096,573	45,305,990	22.3%	103.2%	9,782,674	40,248,933	24.3%
Materials and Services	12,438,865	46,636,551	26.7%	103.5%	12,023,702	44,990,336	26.7%
Debt Service	71,782	3,567,068	2.0%	5.4%	1,334,210	2,958,133	45.1%
Total Operating Expenditures	22,607,220	95,509,609	23.7%	97.7%	23,140,585	88,197,401	26.2%
Capital Construction							
Capital Outlay	2,587,996	33,096,776	7.8%	94.5%	2,738,884	11,049,592	24.8%
Transfers Out	59,167	2,599,613	0.0%	0.0%	3,343,314	5,382,661	62.1%
Contingencies	-	2,743,413	0.0%	N/A	-	-	N/A
Total Budgetary Requirements	59,167	5,343,026	1.1%	1.8%	3,343,314	5,382,661	62.1%
Total Requirements	25,254,384	133,949,411	18.9%	86.4%	29,222,783	104,629,654	27.9%
Excess (Deficiency) of Resources over Requirements	(4,761,590)	12,165,516	139.1%	74.8%	(6,368,247)	(3,944,696)	161.4%
Working Capital Carryover	85,171,766	81,478,779	104.5%	95.6%	89,116,462	89,116,462	100.0%
Unappropriated Ending Fund Balance	\$ 80,410,172	\$ 93,644,295	85.9%	97.2%	\$ 82,748,215	\$ 85,171,766	97.2%



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

		Fiscal Year 2026		Budget to Actual		Preliminary Fiscal		Actual Percent
		Fiscal Year 2026	1st Year of Biennial	Percent	Actual to Actual	Fiscal Year 2025 Year-to-	Year 2025 End-of-	Collected /
		1st Year Actuals	Budget	Collected /	Year-over-Year	Date Actuals	Year Actuals	Expended
		Current Fiscal Year				Prior Fiscal Year		
110	General Fund Revenues							
	Taxes	\$ 2,423,912	\$ 26,791,393	9.0%	113.7%	\$ 2,132,579	\$ 24,424,056	8.7%
	Licenses and Permits	261,313	1,273,955	20.5%	72.5%	360,419	1,101,054	32.7%
	Intergovernmental	174,562	940,554	18.6%	N/A	33,639	1,204,430	2.8%
	Charges for Services	2,468,046	10,907,625	22.6%	119.5%	2,065,598	11,121,520	18.6%
	Fines	62,665	229,500	27.3%	120.7%	51,924	182,961	28.4%
	Interest on Investments	113,259	851,000	13.3%	56.8%	199,346	850,261	23.4%
	Miscellaneous	7,471	13,150	56.8%	6.5%	115,602	169,950	68.0%
	Transfer In (Street Fund)	-	135,000	0.0%	N/A	-	-	N/A
	Transfer In (Parks General Fund)	-	-	N/A	N/A	631,816	631,966	100.0%
	Transfer In (Debt Service Fund)	-	900,000	0.0%	N/A	-	-	N/A
	Transfer In (Parks CIP)	-	422,545	0.0%	0.0%	-	422,545	N/A
	Transfer In (Water Fund)	-	-	N/A	0.0%	-	50,000	0.0%
	Transfer In (Parks Equipment Fund)	-	-	N/A	0.0%	473,608	473,608	100.0%
	Transfer In (Health Benefits Fund)	-	-	N/A	0.0%	2,225,545	2,225,545	100.0%
	Transfer In (Cemetery)	8,667	75,000	11.6%	73.2%	11,845	47,111	25.1%
	Total Revenues and Other Sources	5,519,896	42,539,722	13.0%	66.5%	8,301,919	42,905,007	19.3%
110	General Fund Expenditures							
	Administration Department	1,219,378	4,320,512	28.2%	143.5%	850,035	3,477,326	24.4%
	Administration - Municipal Court	135,776	574,893	23.6%	116.9%	116,181	559,658	20.8%
	Information Technology Department	394,247	1,372,610	28.7%	81.4%	484,630	1,612,123	30.1%
	Finance Department	839,756	3,400,447	24.7%	106.6%	788,046	3,263,434	24.1%
	City Recorder	-	-	N/A	0.0%	67,445	268,303	25.1%
	Police Department	2,022,885	9,382,322	21.6%	95.4%	2,119,856	8,844,074	24.0%
	Fire and Rescue Department	2,814,510	11,894,743	23.7%	96.9%	2,904,641	12,167,031	23.9%
	Public Works Department	1,036,834	4,325,333	24.0%	83.1%	1,247,059	3,108,118	40.1%
	Community Development	520,095	2,389,405	21.8%	101.7%	511,280	2,131,635	24.0%
	Parks Department	1,796,073	7,750,540	23.2%	108.1%	1,661,635	7,812,768	21.3%
	Transfer out (Tourism Fund)	-	53,961	0.0%	N/A	-	-	N/A
	Transfer Out (Housing Fund)	-	100,000	0.0%	N/A	-	100,000	0.0%
	Transfer Out (Capital Improvements)	-	100,000	0.0%	N/A	-	1,064,446	0.0%
	Transfer Out (Debt Service Fund)	-	153,000	0.0%	N/A	-	181,297	N/A
	Transfer Out (Equipment Fund)	-	473,607	0.0%	N/A	-	-	N/A
	Transfer Out (Cemetery Fund)	500	500	100.0%	N/A	500	500	100.0%



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
Contingency	-	1,256,376	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	10,780,054	47,548,249	22.7%	100.3%	10,751,307	44,590,713	24.1%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(5,260,159)	(5,008,527)	-5.0%	214.8%	(2,449,388)	(1,685,706)	145.3%
Beginning Fund Balance	15,372,019	16,340,214	94.1%	90.1%	17,057,725	17,057,725	100.0%
Ending Fund Balance	\$ 10,111,860	\$ 11,331,687	89.2%	69.2%	\$ 14,608,337	\$ 15,372,019	95.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	2,743,247						
Unassigned Fund Balance	\$ 7,368,613						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

		Fiscal Year 2026		Budget to Actual	Actual to Actual	Preliminary Fiscal		Actual Percent
		Fiscal Year 2026	1st Year of Biennial	Percent	Year-over-Year	Fiscal Year 2025 Year-to-	Year 2025 End-of-	Collected /
		1st Year Actuals	Budget	Collected /	Change	Date Actuals	Year Actuals	Expended
		Current Fiscal Year				Prior Fiscal Year		
211	Parks General Fund							
	Taxes	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
	Interest	-	-	N/A	N/A	-	-	N/A
	Miscellaneous	-	-	N/A	N/A	-	-	N/A
	Transfer In (General Fund)	-	-	N/A	N/A	-	-	N/A
	Total Revenues and Other Sources	-	-	N/A	N/A	-	-	N/A
	Personnel Services	-	-	N/A	N/A	-	-	N/A
	Materials and Services	-	-	N/A	N/A	-	-	N/A
	Capital Outlay	-	-	N/A	N/A	-	-	N/A
	Transfer Out (General Fund)	-	-	N/A	N/A	631,816	631,966	N/A
	Contingency	-	-	N/A	N/A	-	-	N/A
	Total Expenditures and Other Uses	-	-	N/A	N/A	631,816	631,966	N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	-	-	N/A	N/A	(631,816)	(631,966)	N/A
	Beginning Fund Balance	-	-	N/A	N/A	631,966	631,966	N/A
	Ending Fund Balance	\$ -	\$ -	N/A	N/A	\$ 150	\$ -	N/A
Reconciliation of Fund Balance:								
	Restricted and Committed Funds	-	-					
	Unassigned Fund Balance	\$ -	-					



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

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Tourism Fund

	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
Taxes	\$ -	\$ 900,000	0.0%	N/A	\$ -	\$ 922,661	0.0%
Interest on Investments	7,639	39,000	19.6%	70.9%	10,770	42,129	25.6%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (General Fund)	-	53,961	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	7,639	992,961	0.8%	70.9%	10,770	964,790	1.1%
Personnel Services	21,916	91,426	24.0%	107.7%	20,352	86,120	23.6%
Materials and Services	261,043	941,900	27.7%	129.6%	201,406	938,166	21.5%
Contingency		31,000	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	282,959	1,064,326	26.6%	127.6%	221,758	1,024,286	21.7%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(275,320)	(71,365)	-285.8%	130.5%	(210,988)	(59,496)	354.6%
Beginning Fund Balance	922,621	382,937	240.9%	N/A	982,117	982,117	N/A
Ending Fund Balance	\$ 647,301	\$ 311,572	207.8%	83.9%	\$ 771,129	\$ 922,621	83.6%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	647,301						
Unassigned Fund Balance	\$ -						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
240 Housing Fund								
Taxes	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A	
Intergovernmental	-	-	N/A	N/A	-	-	N/A	
Interest on Investments	1,403	8,000	17.5%	35.6%	3,945	12,894	30.6%	
Miscellaneous	-	-	N/A	N/A	-	-	N/A	
Transfer In (General Fund)	-	100,000	0.0%	N/A	-	100,000	N/A	
Total Revenues and Other Sources	1,403	108,000	1.3%	35.6%	3,945	112,894	3.5%	
Personnel Services	-	-	N/A	N/A	-	-	N/A	
Materials and Services	20,738	218,642	9.5%	N/A	-	238,060	0.0%	
Capital Outlay	-	-	N/A	N/A	-	-	N/A	
Total Expenditures and Other Uses	20,738	218,642	9.5%	N/A	-	238,060	0.0%	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(19,334)	(110,642)	82.5%	-490.1%	3,945	(125,166)	-3.2%	
Beginning Fund Balance	127,476	110,642	115.2%	50.5%	252,642	252,642	100.0%	
Ending Fund Balance	\$ 108,142	\$ -	0.0%	42.1%	\$ 256,587	\$ 127,476	201.3%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	108,142							
Unassigned Fund Balance	\$ -							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

		Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
		Current Fiscal Year				Prior Fiscal Year		
250	Community Development Block Fund							
	Intergovernmental	\$ -	\$ 281,943	0.0%	N/A	\$ -	\$ 191,762	0.0%
	Total Revenues and Other Sources	-	281,943	0.0%	N/A	-	191,762	0.0%
	Personnel Services	9,720	39,536	24.6%	92.5%	10,510	32,527	32.3%
	Materials and Services	-	279,026	0.0%	N/A	-	159,235	0.0%
	Total Expenditures and Other Uses	9,720	318,562	3.1%	92.5%	10,510	191,762	5.5%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(9,720)	(36,619)	73.5%	92.5%	(10,510)	-	N/A
	Beginning Fund Balance	36,617	36,619	100.0%	100.0%	36,617	36,617	100.0%
	Ending Fund Balance	\$ 26,897	\$ -	0.0%	103.0%	\$ 26,107	\$ 36,617	71.3%
	Reconciliation of Fund Balance:							
	Restricted and Committed Funds	26,897						
	Unassigned Fund Balance	\$ -						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

		Current Fiscal Year		Budget to Actual	Actual to Actual	Prior Fiscal Year		Actual Percent
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Percent Collected / Expended	Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Collected / Expended	
255	Reserve Fund							
Interest on Investments	\$ 17,298	\$ 82,000	21.1%	74.5%	\$ 23,221	\$ 92,994	25.0%	
Total Revenues and Other Sources	17,298	82,000	21.1%	21.1%	23,221	92,994	25.0%	
Interfund Loan (Health Benefits Fund)	-	-	N/A	N/A	-	-	N/A	
Operating Transfer out	-	-	N/A	N/A	-	-	N/A	
Total Expenditures and Other Uses	-	-	N/A	N/A	-	-	N/A	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	17,298	82,000	21.1%	74.5%	23,221	92,994	25.0%	
Beginning Fund Balance	1,980,546	1,987,552	99.6%	104.9%	1,887,552	1,887,552	100.0%	
Ending Fund Balance	\$ 1,997,844	\$ 2,069,552	96.5%	104.6%	\$ 1,910,773	\$ 1,980,546	96.5%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	1,997,844							
Unassigned Fund Balance	<u><u>\$ (0)</u></u>							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

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Street Fund

	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
Taxes	\$ 148,233	\$ 2,600,000	5.7%	N/A	\$ 82,532	\$ 2,216,306	3.7%
Intergovernmental	426,158	1,753,294	24.3%	103.0%	413,613	1,744,738	23.7%
Charges for Services - Rates	425,468	1,756,100	24.2%	104.7%	406,385	1,584,730	25.6%
Charges for Services - Misc. Service Fees	-	15,000	0.0%	N/A	-	-	N/A
System Development Charges	-	-	N/A	N/A	-	-	N/A
Assessments	-	3,000	0.0%	N/A	4,646	4,915	94.5%
Interest on Investments	22,419	80,000	28.0%	48.0%	46,661	165,230	28.2%
Miscellaneous	-	-	N/A	N/A	-	2,801	0.0%
Other Financing Sources	-	7,215,157	0.0%	N/A	-	(857,379)	N/A
Total Revenues and Other Sources	1,022,278	13,422,551	7.6%	107.2%	953,837	4,861,340	19.6%
Public Works - Ground Maintenance	-	-	N/A	0.0%	78,874	214,089	36.8%
Public Works - Street Operations	1,437,861	9,974,612	14.4%	80.0%	1,797,798	5,707,140	31.5%
Public Works - Street Operations Debt	-	429,625	0.0%	N/A	-	81,266	N/A
Public Works - Transportation SDC's	-	-	N/A	N/A	-	-	N/A
Transfer Out (General Fund)	-	135,000	0.0%	N/A	-	-	N/A
Contingency	-	127,493	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	1,437,861	10,666,730	13.5%	76.6%	1,876,672	6,002,495	31.3%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(415,583)	2,755,821	-15.1%	45.0%	(922,836)	(1,141,155)	80.9%
Beginning Fund Balance	3,294,477	3,815,163	86.4%	74.3%	4,435,632	4,435,632	100.0%
Ending Fund Balance	\$ 2,878,894	\$ 6,570,984	43.8%	82.0%	\$ 3,512,796	\$ 3,294,477	106.6%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	2,878,894						
Unassigned Fund Balance	\$ (0)						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

		Fiscal Year 2026		Budget to Actual	Actual to Actual	Fiscal Year 2025 Year-to-		Preliminary Fiscal	Actual Percent
		1st Year Actuals	1st Year of Biennial Budget	Percent Collected / Expended	Year-over-Year Change	Date Actuals	Year Actuals	End-of-Year Actuals	Collected / Expended
		Current Fiscal Year				Prior Fiscal Year			
263	SDC Street Fund								
	System Development Charges	\$ 28,609	\$ 150,000	19.1%	41.9%	\$ 68,313	\$ 214,998		31.8%
	Interest on Investments	33,098	100,000	N/A	N/A	30,338	125,608		N/A
	Other Financing Sources	-	-	N/A	N/A	-	1,393,806		N/A
	Total Revenues and Other Sources	61,707	250,000	24.7%	62.6%	98,651	1,734,412		5.7%
	Materials and Services	-	25,000	0.0%	N/A	-	-		N/A
	Capital Outlay	-	25,425	0.0%	N/A	-	116,431		N/A
	Debt Service	-	150,000	0.0%	N/A	-	-		N/A
	Contingency	-	750	0.0%	N/A	-	-		N/A
	Total Expenditures and Other Uses	-	201,175	0.0%	N/A	-	116,431		N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	61,707	48,825	126.4%	62.6%	98,651	1,617,981		6.1%
	Beginning Fund Balance	3,788,177	2,120,196	178.7%	N/A	2,170,196	2,170,196		N/A
	Ending Fund Balance	\$ 3,849,884	\$ 2,169,021	177.5%	169.7%	\$ 2,268,847	\$ 3,788,177		59.9%
Reconciliation of Fund Balance:									
	Restricted and Committed Funds	3,849,884							
	Unassigned Fund Balance	\$ -							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Date Actuals	Year-to- Year 2025 Year Actuals	Preliminary Fiscal End-of- Year Actuals	Actual Percent Collected / Expended
265 Wildfire Risk Reduction Fund								
Taxes	\$ 190,412	\$ 938,898	20.3%	N/A	\$ -	\$ -	N/A	
Intergovernmental	-	192,918	0.0%	N/A	-	-	N/A	
Interest on Investments	27	-	N/A	N/A	-	-	N/A	
Transfer In (Water Fund)	50,000	50,000	100.0%	N/A	-	-	N/A	
Total Revenues and Other Sources	240,440	1,181,816	20.3%	N/A	-	-	N/A	
Personnel Services	115,933	652,939	17.8%	N/A	-	-	N/A	
Materials and Services	8,505	112,318	7.6%	N/A	-	-	N/A	
Contingency	-	22,958	0.0%	N/A	-	-	N/A	
Total Expenditures and Other Uses	124,438	788,215	15.8%	N/A	-	-	N/A	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	116,001	393,601	29.5%	N/A	-	-	N/A	
Beginning Fund Balance	-	-	0.0%	N/A	-	-	N/A	
Ending Fund Balance	\$ 116,001	\$ 393,601	29.5%	N/A	\$ -	\$ -	N/A	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	-							
Unassigned Fund Balance	\$ 116,001							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(25% of Fiscal Year)

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Airport Fund

	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
Intergovernmental	\$ -	\$ 1,314,000	0.0%	N/A	\$ -	\$ (4,035)	0.0%
Charges for Services - Rates	59,197	190,000	31.2%	N/A	42,930	191,287	22.4%
Interest on Investments	3,665	10,000	36.6%	106.0%	3,458	17,903	19.3%
Miscellaneous	-	-	N/A	N/A	-	2,000	0.0%
Other Financing Sources	-	171,000	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	62,862	1,685,000	3.7%	135.5%	46,388	207,155	22.4%
Materials and Services	50,072	209,718	23.9%	335.3%	14,933	73,572	20.3%
Capital Outlay	16,460	1,520,000	1.1%	N/A	-	39,975	0.0%
Contingency	-	6,292	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	66,532	1,736,010	3.8%	445.5%	14,933	113,547	13.2%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(3,670)	(51,010)	92.8%	-11.7%	31,455	93,608	33.6%
Beginning Fund Balance	431,093	242,850	177.5%	127.7%	337,485	337,485	100.0%
Ending Fund Balance	\$ 427,423	\$ 191,840	222.8%	115.9%	\$ 368,941	\$ 431,093	85.6%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	427,423						
Unassigned Fund Balance	\$ (0)						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
410 Capital Improvements Fund								
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A	
Charges for Services - Misc. Service fees	815	-	N/A	N/A	39,816	(159,264)	-25.0%	
Interest on Investments	5,070	22,000	23.0%	38.9%	13,047	37,072	35.2%	
Miscellaneous	-	-	N/A	N/A	-	-	N/A	
Transfer In (General Fund)	-	100,000	0.0%	N/A	-	1,064,446	N/A	
Total Revenues and Other Sources	5,884	122,000	4.8%	11.1%	52,863	942,254	5.6%	
Public Works - Capital Outlay	535,616	636,634	84.1%	N/A	228,531	1,547,059	14.8%	
Finance - Open Space (Parks)	-	-	N/A	N/A	-	-	N/A	
Transfer Out (Debt Service Fund)	-	-	N/A	N/A	-	-	N/A	
Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A	
Contingency	-	-	N/A	N/A	-	-	N/A	
Total Expenditures and Other Uses	535,616	636,634	84.1%	234.4%	228,531	1,547,059	14.8%	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(529,731)	(514,634)	-2.9%	301.6%	(175,668)	(604,805)	29.0%	
Beginning Fund Balance	372,739	514,634	72.4%	38.1%	977,544	977,544	100.0%	
Ending Fund Balance	\$ (156,992)	\$ -	0.0%	-19.6%	\$ 801,876	\$ 372,739	215.1%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	-							
Unassigned Fund Balance	\$ (156,992)							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
411 Parks Capital Improvement Fund							
Taxes	\$ 50,765	\$ 885,000	5.7%	N/A	\$ 28,264	\$ 759,009	3.7%
Intergovernmental	21,420	860,000	2.5%	N/A	-	-	N/A
Interest on Investments	28,289	143,000	19.8%	66.4%	42,624	169,874	25.1%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	100,473	1,888,000	5.3%	141.7%	70,888	928,883	7.6%
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	29,525	4,093,000	0.7%	44.4%	66,516	552,625	12.0%
Transfer Out (Debt Service Fund)	-	136,000	0.0%	N/A	-	185,643	0.0%
Transfer Out (General Fund)	-	422,545	0.0%	N/A	-	422,545	N/A
Total Expenditures and Other Uses	29,525	4,651,545	0.6%	44.4%	66,516	1,160,813	5.7%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	70,948	(2,763,545)	102.6%	1622.7%	4,372	(231,930)	-1.9%
Beginning Fund Balance	3,339,320	3,934,374	84.9%	93.5%	3,571,250	3,571,250	100.0%
Ending Fund Balance	\$ 3,410,268	\$ 1,170,829	291.3%	95.4%	\$ 3,575,622	\$ 3,339,320	107.1%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	3,410,268						
Unassigned Fund Balance	\$ -						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Date Actuals	Year-to- Year Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
413 SDC Parks Fund								
System Development Charges - Parks	\$ 5,311	\$ 50,000	10.6%	52.0%	\$ 10,214	\$ 42,508	24.0%	
Interest on Investments	4,194	19,000	22.1%	N/A	3,843	19,999	19.2%	
Other Financing Sources	-	-	N/A	N/A	-	-	N/A	
Total Revenues and Other Sources	9,506	69,000	13.8%	67.6%	14,057	62,507	22.5%	
Materials and Services	-	-	N/A	N/A	-	-	N/A	
Capital Outlay	-	325,000	0.0%	N/A	-	-	N/A	
Contingency	-	-	N/A	N/A	-	-	N/A	
Total Expenditures and Other Uses	-	325,000	0.0%	N/A	-	-	N/A	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	9,506	(256,000)	103.7%	67.6%	14,057	62,507	22.5%	
Beginning Fund Balance	479,909	476,362	100.7%	N/A	417,402	417,402	N/A	
Ending Fund Balance	\$ 489,415	\$ 220,362	222.1%	113.4%	\$ 431,459	\$ 479,909	89.9%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	489,415							
Unassigned Fund Balance	<u>\$ -</u>							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
530 Debt Services							
Taxes	\$ 1,335	\$ 211,000	0.6%	N/A	\$ 1,600	\$ 203,011	0.8%
Charges for Services - Internal	-	-	N/A	0.0%	315,399	1,261,595	25.0%
Interest on Investments	9,610	1,000	961.0%	217.7%	4,415	25,929	17.0%
Transfer In (General Fund)	-	153,000	0.0%	N/A	-	181,297	0.0%
Transfer In (Parks CIP)	-	136,000	0.0%	N/A	-	185,643	0.0%
Total Revenues and Other Sources	10,945	501,000	2.2%	3.4%	321,414	1,857,475	17.3%
Debt Service	10,694	493,976	2.2%	0.8%	1,273,122	1,806,362	70.5%
Transfer Out (General Fund)	-	900,000	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	10,694	1,393,976	0.8%	0.8%	1,273,122	1,806,362	70.5%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	250	(892,976)	100.0%	0.0%	(951,709)	51,113	-1862.0%
Beginning Fund Balance	1,101,412	1,097,889	100.3%	104.9%	1,050,299	1,050,299	100.0%
Ending Fund Balance	\$ 1,101,662	\$ 204,913	537.6%	1117.4%	\$ 98,590	\$ 1,101,412	9.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	1,101,662						
Unassigned Fund Balance	\$ -						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(25% of Fiscal Year)

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Water Fund

	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
Intergovernmental	\$ 0	\$ -	N/A	N/A	\$ -	\$ 693,933	0.0%
Charges for Services - Rates	3,474,322	10,827,000	32.1%	103.7%	3,349,146	8,910,870	37.6%
Charges for Services - Misc. Service Fees	11,000	89,000	12.4%	18.8%	58,536	80,159	73.0%
Interest on Investments	153,994	749,000	20.6%	77.1%	199,805	832,320	24.0%
Miscellaneous	-	25,000	0.0%	N/A	470	2,938	16.0%
Other Financing Sources	-	21,000,000	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	3,639,316	32,690,000	11.1%	100.9%	3,607,956	10,520,220	34.3%
Public Works - Conservation	27,994	302,100	9.3%	148.9%	18,797	87,300	21.5%
Public Works - Water Supply	120,518	3,658,164	3.3%	121.1%	99,533	466,146	21.4%
Public Works - Water Supply Debt	-	118,501	0.0%	N/A	-	118,500	0.0%
Public Works - Water Distribution	1,229,588	6,198,868	19.8%	96.8%	1,269,728	6,302,878	20.1%
Public Works - Water Distribution Debt	-	208,283	0.0%	N/A	-	207,306	0.0%
Public Works - Water Treatment	1,291,323	5,167,792	25.0%	334.9%	385,599	1,752,353	22.0%
Public Works - Water Treatment Debt	-	359,922	0.0%	N/A	-	359,890	0.0%
Transfer Out (General Fund to AFR)	50,000	50,000	100.0%	N/A	-	50,000	0.0%
Contingency	-	236,122	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	2,719,423	16,299,752	16.7%	153.3%	1,773,656	9,344,373	19.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	919,893	16,390,248	5.6%	50.1%	1,834,300	1,175,847	156.0%
Beginning Fund Balance	18,791,692	17,413,662	107.9%	106.7%	17,615,845	17,615,845	100.0%
Ending Fund Balance	\$ 19,711,585	\$ 33,803,910	58.3%	101.3%	\$ 19,450,144	\$ 18,791,692	103.5%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	6,000,000						
Unassigned Fund Balance	\$ 13,711,585						



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(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
673 SDC Water Fund								
System Development Charges - Water	\$ 29,645	\$ 175,000	16.9%	46.6%	\$ 63,620	\$ 192,551	33.0%	
Interest on Investments	8,599	42,000	N/A	N/A	8,502	45,257	N/A	
Miscellaneous	-	-	N/A	N/A	-	-	N/A	
Other Financing Sources	-	3,628,990	0.0%	N/A	-	-	N/A	
Total Revenues and Other Sources	38,244	3,845,990	1.0%	53.0%	72,123	237,808	30.3%	
Materials and Services	-	150,000	0.0%	0.0%	-	-	N/A	
Capital Outlay	94,706	2,350,609	4.0%	N/A	800	24,513	3.3%	
Public Works - Debt SDC's	-	203,093	0.0%	N/A	-	203,092	0.0%	
Contingency	-	10,593	0.0%	N/A	-	-	N/A	
Total Expenditures and Other Uses	94,706	2,714,295	3.5%	N/A	800	227,605	0.4%	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(56,462)	1,131,695	-5.0%	-79.2%	71,323	10,203	699.0%	
Beginning Fund Balance	976,558	649,599	150.3%	101.1%	966,355	966,355	100.0%	
Ending Fund Balance	\$ 920,096	\$ 1,781,294	51.7%	88.7%	\$ 1,037,678	\$ 976,558	106.3%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	920,096							
Unassigned Fund Balance	\$ -							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

		Budget to Actual				Preliminary Fiscal		Actual Percent
		Fiscal Year 2026	Fiscal Year 2026	Percent	Actual to Actual	Fiscal Year 2025 Year-to-	Year 2025 End-of-	Collected /
		1st Year Actuals	1st Year of Biennial	Collected /	Year-over-Year	Date Actuals	Year Actuals	Expended
		Current Fiscal Year				Prior Fiscal Year		
675	Wastewater Fund							
	Taxes	\$ -	\$ -	N/A	N/A	\$ -	(7,442)	N/A
	Intergovernmental	-	-	N/A	N/A	-	98,752	N/A
	Charges for Services - Rates	1,720,145	6,505,000	26.4%	104.3%	1,648,581	6,192,564	26.6%
	Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
	System Development Charges	-	-	N/A	N/A	-	-	N/A
	Interest on Investments	56,417	250,000	22.6%	74.1%	76,168	293,537	25.9%
	Miscellaneous	-	-	N/A	N/A	26	43	60.0%
	Other Financing Sources	-	4,507,052	0.0%	N/A	0	505,802	0.0%
	Total Revenues and Other Sources	1,776,562	11,262,052	15.8%	103.0%	1,724,775	7,083,256	24.4%
	Public Works - Wastewater Collection	551,102	3,980,765	13.8%	93.4%	589,812	2,584,460	22.8%
	Public Works - Wastewater Collection Debt	-	47,701	0.0%	N/A	-	43,631	0.0%
	Public Works - Wastewater Treatment	848,542	5,932,884	14.3%	101.2%	838,887	3,361,546	25.0%
	Public Works - Wastewater Treatment Debt	61,088	926,579	6.6%	N/A	61,088	127,142	48.0%
	Contingency	-	223,028	0.0%	N/A	-	-	N/A
	Total Expenditures and Other Uses	1,460,731	11,110,957	13.1%	98.0%	1,489,787	6,116,779	24.4%
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	315,831	151,095	209.0%	134.4%	234,988	966,477	24.3%
	Beginning Fund Balance	7,572,951	5,168,802	146.5%	114.6%	6,606,474	6,606,474	100.0%
	Ending Fund Balance	\$ 7,888,782	\$ 5,319,897	148.3%	115.3%	\$ 6,841,463	\$ 7,572,951	90.3%
Reconciliation of Fund Balance:								
	Restricted and Committed Funds	-						
	Unassigned Fund Balance	\$ 7,888,782						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
677 SDC Sewer Fund								
System Development Charges - Wastewater	\$ 58,862	\$ 150,000	39.2%	59.7%	\$ 98,614	\$ 248,826	39.6%	
Interest on Investments	23,879	110,000	21.7%	122.0%	19,575	112,113	N/A	
Miscellaneous	-	-	N/A	N/A	-	-	N/A	
Other Financing Sources	-	610,250	0.0%	N/A	-	-	N/A	
Total Revenues and Other Sources	82,741	870,250	9.5%	70.0%	118,189	360,939	32.7%	
Materials and Services	-	-	N/A	N/A	-	-	N/A	
Capital Outlay	-	490,875	0.0%	N/A	3,230	6,371	N/A	
Contingency	-	-	N/A	N/A	-	-	N/A	
Total Expenditures and Other Uses	-	490,875	0.0%	N/A	3,230	6,371	50.7%	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	82,741	379,375	21.8%	72.0%	114,959	354,568	32.4%	
Beginning Fund Balance	2,726,658	2,632,113	103.6%	N/A	2,372,090	2,372,090	N/A	
Ending Fund Balance	\$ 2,809,399	\$ 3,011,488	93.3%	113.0%	\$ 2,487,049	\$ 2,726,658	91.2%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	2,809,399							
Unassigned Fund Balance	\$ -							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

680

Stormwater Fund

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A	
Charges for Services - Rates	200,859	850,000	23.6%	103.1%	194,761	778,512	25.0%	
Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A	
System Development Charges	-	-	N/A	N/A	-	-	N/A	
Interest on Investments	17,679	84,000	21.0%	73.2%	24,164	95,489	25.3%	
Miscellaneous	-	-	N/A	N/A	-	2	0.0%	
Other Financing Sources	-	503,526	0.0%	N/A	-	-	N/A	
Total Revenues and Other Sources	218,538	1,437,526	15.2%	99.8%	218,925	874,003	25.0%	
Public Works - Storm Water Operations	169,124	1,731,896	9.8%	81.1%	208,411	821,213	25.4%	
Public Works - Storm Water Operations Debt	-	10,725	0.0%	N/A	-	10,944	0.0%	
Contingency	-	22,655	0.0%	N/A	-	-	N/A	
Total Expenditures and Other Uses	169,124	1,765,276	9.6%	81.1%	208,411	832,157	25.0%	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	49,414	(327,750)	115.1%	469.9%	10,515	41,846	25.1%	
Beginning Fund Balance	2,136,737	2,012,050	106.2%	102.0%	2,094,891	2,094,891	100.0%	
Ending Fund Balance	\$ 2,186,151	\$ 1,684,300	129.8%	103.8%	\$ 2,105,406	\$ 2,136,737	98.5%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	-							
Unassigned Fund Balance	\$ 2,186,151							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

		Fiscal Year 2026		Budget to Actual	Actual to Actual	Fiscal Year 2025 Year-to-		Preliminary Fiscal	Actual Percent
		Fiscal Year 2026	1st Year of Biennial	Percent	Year-over-Year	Fiscal Year 2025 Year-to-	Year 2025 End-of-		Collected /
		1st Year Actuals	Budget	Collected /	Change	Date Actuals	Year Actuals		Expended
		Current Fiscal Year				Prior Fiscal Year			
683	SDC Storm Fund								
	System Development Charges - Wastewater	\$ 5,466	\$ 30,000	18.2%	97.7%	\$ 5,594	\$ 22,825		24.5%
	Interest on Investments	497	1,000	N/A	N/A	389	1,960		N/A
	Miscellaneous	-	-	N/A	N/A	-	-		N/A
	Other Financing Sources	-	-	N/A	N/A	-	-		N/A
	Total Revenues and Other Sources	5,963	31,000	19.2%	99.7%	5,983	24,785		24.1%
	Materials and Services	-	-	N/A	N/A	-	-		N/A
	Capital Outlay	-	15,169	0.0%	N/A	-	-		N/A
	Public Works - Debt SDC's	-	-	N/A	N/A	-	-		N/A
	Contingency	-	-	#DIV/0!	N/A	-	-		N/A
	Total Expenditures and Other Uses	-	15,169	0.0%	N/A	-	-		N/A
	Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	5,963	15,831	37.7%	99.7%	5,983	24,785		24.1%
	Beginning Fund Balance	55,106	36,821	149.7%	N/A	30,321	30,321		N/A
	Ending Fund Balance	\$ 61,069	\$ 52,652	116.0%	168.2%	\$ 36,304	\$ 55,106		65.9%
Reconciliation of Fund Balance:									
	Restricted and Committed Funds	61,069							
	Unassigned Fund Balance	\$ -							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
690 Electric Fund							
Intergovernmental	\$ 76,130	\$ 210,000	36.3%	N/A	\$ -	\$ 185,554	0.0%
Charges for Services - Rates	4,629,147	17,609,673	26.3%	107.2%	4,316,479	15,581,080	27.7%
Charges for Services - Misc. Service Fees	52,918	268,000	19.7%	26.9%	196,566	343,727	57.2%
Interest on Investments	62,380	296,000	21.1%	70.2%	88,857	329,899	26.9%
Miscellaneous	18,152	292,000	6.2%	162.8%	11,152	56,106	19.9%
Other Financing Sources	-	3,375,000	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	4,838,726	22,050,673	21.9%	104.9%	4,613,054	16,496,366	28.0%
Electric - Conservation	328,498	1,752,846	18.7%	132.2%	248,482	889,241	27.9%
Electric - Supply	2,079,966	7,810,000	26.6%	102.9%	2,020,425	7,524,123	26.9%
Electric - Distribution	2,075,916	9,767,037	21.3%	93.8%	2,212,031	8,903,077	24.8%
Electric - Transmission	263,650	1,320,000	20.0%	88.0%	299,591	995,637	30.1%
Debt Service	-	221,812	0.0%	N/A	-	-	N/A
Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
Contingency	-	596,151	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	4,748,030	21,467,846	22.1%	99.3%	4,780,529	18,312,078	26.1%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	90,696	582,827	15.6%	-54.2%	(167,474)	(1,815,712)	9.2%
Beginning Fund Balance	7,621,813	8,961,820	85.0%	80.8%	9,437,525	9,437,525	100.0%
Ending Fund Balance	\$ 7,712,509	\$ 9,544,647	80.8%	83.2%	\$ 9,270,051	\$ 7,621,813	121.6%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	\$ 7,712,509						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
695 Telecommunications Fund								
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A	
Charges for Services - Rates	724,316	3,060,390	23.7%	106.2%	681,827	2,680,273	25.4%	
Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A	
Interest on Investments	22,131	110,000	20.1%	65.2%	33,967	128,923	26.3%	
Miscellaneous	-	-	N/A	N/A	-	1,875	0.0%	
Total Revenues and Other Sources	746,448	3,170,390	23.5%	104.3%	715,794	2,811,071	25.5%	
Personnel Services	240,912	1,159,709	20.8%	96.5%	249,715	951,365	26.2%	
Materials & Services	337,598	1,538,897	21.9%	139.7%	241,575	1,358,651	17.8%	
Capital Outlay	53,175	980,344	5.4%	61.4%	86,582	288,467	30.0%	
Debt - Transfer to Debt Service Fund	-	-	N/A	0.0%	129,361	517,445	25.0%	
Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A	
Contingency	-	80,958	0.0%	N/A	-	-	N/A	
Total Expenditures and Other Uses	631,685	3,759,908	16.8%	89.3%	707,233	3,115,928	22.7%	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	114,763	(589,518)	119.5%	1340.5%	8,561	(304,857)	-2.8%	
Beginning Fund Balance	2,848,373	2,733,125	104.2%	90.3%	3,153,230	3,153,230	100.0%	
Ending Fund Balance	\$ 2,963,136	\$ 2,143,607	138.2%	93.7%	\$ 3,161,790	\$ 2,848,373	111.0%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	-							
Unassigned Fund Balance	\$ 2,963,136							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

720

Insurance Service Fund

	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
	Current Fiscal Year				Prior Fiscal Year		
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Charges for Services - Internal	473,056	1,614,939	29.3%	109.2%	433,232	1,772,393	24.4%
Interest on Investments	17,945	70,000	25.6%	94.4%	19,008	81,682	23.3%
Miscellaneous	413	20,000	2.1%	N/A	715	7,703	9.3%
Transfer In (All Funds)	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	491,413	1,704,939	28.8%	108.5%	452,954	1,861,778	24.3%
Personnel Services	21,454	136,989	15.7%	477.8%	4,490	4,490	100.0%
Materials and Services	1,391,628	1,482,566	93.9%	123.2%	1,129,212	1,349,725	83.7%
Contingency	-	48,587	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	1,413,082	1,668,142	84.7%	124.6%	1,133,703	1,354,215	83.7%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(921,669)	36,797	-2504.7%	135.4%	(680,748)	507,563	-134.1%
Beginning Fund Balance	2,610,622	2,369,798	110.2%	124.1%	2,103,059	2,103,059	100.0%
Ending Fund Balance	\$ 1,688,953	\$ 2,406,595	70.2%	118.7%	\$ 1,422,311	\$ 2,610,622	54.5%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	\$ 1,688,953						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
725 Health Benefits Fund							
Charges for Services	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Interest	-	-	N/A	N/A	-	-	N/A
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (General Fund)	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	-	-	N/A	N/A	-	-	N/A
Personnel Services	-	-	N/A	N/A	-	-	N/A
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	-	-	N/A	N/A	-	-	N/A
Transfer Out (General Fund)	-	-	N/A	N/A	2,225,545	2,225,545	N/A
Contingency	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	-	-	N/A	N/A	2,225,545	2,225,545	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	-	-	0.0%	N/A	(2,225,545)	(2,225,545)	N/A
Beginning Fund Balance	-	-	0.0%	N/A	2,225,545	2,225,545	N/A
Ending Fund Balance	\$ -	\$ -	0.0%	N/A	\$ -	\$ -	N/A
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	\$ -						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(25% of Fiscal Year)

730

Equipment Fund

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A	
Charges for Services - Internal	1,186,641	4,746,565	25.0%	101.3%	1,171,114	4,684,456	25.0%	
Charges for Services - Misc. Service Fees	84,100	300,000	28.0%	116.1%	72,468	299,749	24.2%	
Interest on Investments	69,093	297,000	23.3%	75.5%	91,524	359,062	25.5%	
Miscellaneous	242,305	52,000	466.0%	333.7%	72,601	138,552	52.4%	
Transfer In (General Fund)	-	473,607	0.0%	N/A	-	-	#DIV/0!	
Total Revenues and Other Sources	1,582,138	5,869,172	27.0%	112.4%	1,407,707	5,481,819	25.7%	
Public Works - Maintenance	603,139	2,681,677	22.5%	102.4%	588,717	2,487,239	23.7%	
Public Works - Purchasing and Acquisition	107,662	2,271,000	4.7%	14.3%	750,554	2,663,150	28.2%	
Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A	
Contingency	-	80,450	0.0%	N/A	-	-	N/A	
Total Expenditures and Other Uses	710,801	5,033,127	14.1%	53.1%	1,339,271	5,150,389	26.0%	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	871,337	836,045	104.2%	1273.2%	68,436	331,430	20.6%	
Beginning Fund Balance	7,589,751	7,471,284	101.6%	104.6%	7,258,321	7,258,321	100.0%	
Ending Fund Balance	\$ 8,461,088	\$ 8,307,329	101.9%	115.5%	\$ 7,326,756	\$ 7,589,751	96.5%	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	8,461,088							
Unassigned Fund Balance	\$ 0							



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year			
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended	
731 Parks Equipment Fund								
Charges for Services	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A	
Interest on Investments	-	-	N/A	N/A	-	-	N/A	
Miscellaneous	-	-	N/A	N/A	-	-	N/A	
Transfer In (General Fund)	-	-	N/A	N/A	-	-	N/A	
Total Revenues and Other Sources	-	-	N/A	N/A	-	-	N/A	
Personnel Services	-	-	N/A	N/A	-	-	N/A	
Materials and Services	-	-	N/A	N/A	-	-	N/A	
Capital Outlay	-	-	N/A	N/A	-	-	N/A	
Transfer Out (General Fund)	-	-	N/A	N/A	473,608	473,608	N/A	
Contingency	-	-	N/A	N/A	-	-	N/A	
Total Expenditures and Other Uses	-	-	N/A	N/A	473,608	473,608	N/A	
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	-	-	0.0%	N/A	(473,608)	(473,608)	N/A	
Beginning Fund Balance	-	-	0.0%	N/A	473,608	473,608	N/A	
Ending Fund Balance	\$ -	\$ -	0.0%	N/A	\$ -	\$ -	N/A	
Reconciliation of Fund Balance:								
Restricted and Committed Funds	-	-						
Unassigned Fund Balance	\$ -	-						



City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of September 30, 2025
(25% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2026 1st Year Actuals	Fiscal Year 2026 1st Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2025 Year-to- Date Actuals	Preliminary Fiscal Year 2025 End-of- Year Actuals	Actual Percent Collected / Expended
810 Cemetery Fund							
Charges for Services	\$ 3,207	\$ 17,442	18.4%	47.3%	\$ 6,775	\$ 23,828	28.4%
Interest on Investments	8,667	41,000	21.1%	73.2%	11,845	47,111	25.1%
Transfer In (General Fund)	500	500	100.0%	N/A	500	500	100.0%
Total Revenues and Other Sources	12,375	58,942	21.0%	64.7%	19,121	71,439	26.8%
Transfer Out (General Fund)	8,667	75,000	11.6%	73.2%	11,845	47,111	25.1%
Total Expenditures and Other Uses	8,667	75,000	11.6%	73.2%	11,845	47,111	25.1%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	3,707	(16,058)	123.1%	51.0%	7,275	24,328	29.9%
Beginning Fund Balance	995,101	970,273	102.6%	102.5%	970,773	970,773	100.0%
Ending Fund Balance	\$ 998,808	\$ 954,215	104.7%	102.1%	\$ 978,048	\$ 995,101	98.3%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	998,809						
Unassigned Fund Balance	\$ (0)						



City of Ashland
Summary of Cash and Investments
Preliminary as of September 30, 2025

Fund	Balance September 30, 2025	Balance September 30, 2024	Change From FY 2025
General Fund	9,606,145	\$ 14,162,052	\$ (4,555,906)
Tourism Fund	769,649	789,423	(19,775)
Housing Fund	108,142	256,588	(148,445)
Community Block Grant Fund	30,775	30,623	152
Reserve Fund	1,997,842	1,910,771	87,071
Street Fund	2,524,516	3,401,838	(877,322)
SDC Street Fund	3,842,025	2,259,622	1,582,403
Wildfire Risk Reduction Fund	68,916	-	68,916
Airport Fund	401,030	371,486	29,544
Capital Improvements Fund	251,583	815,406	(563,823)
Parks Capital Improvements Fund	3,416,260	3,575,321	(159,061)
SDC Parks Fund	488,365	429,377	58,987
Debt Service Fund	1,060,968	56,501	1,004,466
Water Fund	17,313,440	16,991,685	321,755
SDC Water Fund	919,164	1,027,642	(108,478)
Wastewater Fund	6,717,650	5,788,431	929,220
SDC Wastewater Fund	2,796,057	2,469,880	326,177
Stormwater Fund	2,056,246	1,965,412	90,835
SDC Stormwater Fund	60,731	35,635	25,097
Electric Fund	7,081,915	6,681,041	400,875
Telecommunications Fund	2,587,539	2,751,998	(164,459)
Insurance Services Fund	1,561,258	1,285,689	275,569
Equipment Fund	8,499,666	7,814,894	684,772
Cemetery Trust Fund	996,434	971,902	24,532
	<u>\$ 75,156,317</u>	<u>\$ 75,843,215</u>	<u>\$ (686,897)</u>
 <u>Manner of Investment</u>			
General Banking Accounts	2,498,141	\$ 7,456,773	\$ (4,958,633)
Local Government Inv. Pool	43,745,028	37,246,779	6,498,249
City Investments	<u>28,913,149</u>	<u>31,139,662</u>	<u>(2,226,513)</u>
Total Cash and Investments	<u>\$ 75,156,317</u>	<u>\$ 75,843,215</u>	<u>\$ (686,898)</u>



Council Business Meeting

Date: November 18, 2025

Agenda Item	First Reading of Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32
Department	City Recorder
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

15 minutes

CATEGORY

Ordinance/Resolution - a motion is needed to adopt the ORD. or RESO.

SUMMARY

A comprehensive review of the City's liquor license code has been completed. The proposed revisions to AMC 6.32 aim to streamline the application and review process, enhance administrative efficiency, reduce costs, and allow the City to respond more quickly to the needs of the business community while maintaining appropriate oversight.

In summer 2024, the Oregon Liquor and Cannabis Commission (OLCC) updated its alcohol licensing procedures and revised the forms used for local government endorsements. These changes resulted in portions of AMC 6.32 becoming outdated and inconsistent with current OLCC requirements.

POLICIES, PLANS & GOALS SUPPORTED

Economic Development — The proposed ordinance advances the City's economic development goals by establishing a more predictable, timely, and business-friendly liquor license process. Local restaurants, retailers, and hospitality businesses often rely on these licenses to open or expand operations. By streamlining the review and approval procedures, the City will reduce delays associated with Council recesses, agenda scheduling, and administrative timing.

Efficient and effective government — The ordinance also supports the City's goal of maintaining an efficient and effective government. By eliminating redundant administrative steps and aligning local procedures with the Oregon Liquor and Cannabis Commission's modernized systems, the City will improve workflow, reduce the volume of Council agenda items, and conserve valuable staff time.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland first adopted an ordinance related to liquor license applications in 1984, with subsequent updates over time. Most of the existing language in AMC 6.32 dates back to 1998, with only minor revisions since then, the most recent in 2020, which primarily addressed terminology.

A review of internal administrative procedures was conducted to identify opportunities for greater efficiency and consistency with state processes. The proposed ordinance incorporates those findings, aligning local procedures with current OLCC practices and modernizing the City's approach to license review.

FISCAL IMPACTS

Currently, staff time is required to prepare each license item and place it on the City Council's Consent Agenda. The City processes approximately 20–30 new liquor licenses per year. By authorizing administrative approval of annual licenses, the proposed update will reduce staff time spent on these routine items, allowing resources to be redirected to higher-priority work.





Council Business Meeting

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the first reading of Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32

REFERENCES & ATTACHMENTS

1. Ordinance 3255 Chapter 6.32 Liquor License Review Draft



ORDINANCE NO. 3255

AN ORDINANCE RELATING TO LIQUOR LICENSE REVIEW; REPEALING AND REPLACING AMC CHAPTER 6.32

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, The Oregon Liquor and Cannabis Commission (OLCC) requires that every applicant for issuance of a liquor license obtain a written recommendation from its local governing body: and

WHEREAS, the criteria for approving or denying liquor license applications and renewals are generally limited by state law and do not involve a significant degree of local discretion, being primarily based on specific factors such as past or present criminal behavior; and

WHEREAS, City staff, under the direction of the City Manager, are best positioned to review and process routine requests from applicants for the City's recommendation regarding liquor license applications and renewals; and

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

SECTION 1. Chapter 6.32 of the Ashland Municipal Code is amended to read:

Chapter 6.32

LIQUOR LICENSE REVIEW

Sections:

- 6.32.010 — ~~Purpose and Scope~~
- 6.32.020 — ~~Definitions~~
- 6.32.030 — ~~Application Process~~
- 6.32.040 — ~~Application Fees~~
- 6.32.050 — ~~City Council Delegation; City Recorder Duties~~
- 6.32.065 — ~~License Application~~
- 6.32.067 — ~~Criterion for Unfavorable Recommendation~~
- 6.32.070 — ~~Appeal Procedures~~
- 6.32.080 — ~~Coordination with Other Fees~~

~~6.32.010 — Purpose and Scope~~

~~The purpose of this chapter is to establish the principal criteria which shall be considered by the City council in making recommendations to the Oregon Liquor Control Commission (O.L.C.C.) concerning the granting, denying, modifying or renewing of all liquor licenses within the City; and to establish fees and a process, pursuant to ORS 471.210(4) to be utilized for the investigation of such license applications. (Ord. 2833, amended, 11/18/1998)~~

Sections:

- 6.32.010 Purpose and Scope
- 6.32.020 City Council Delegation; City Recorder Duties
- 6.32.030 New Annual License Application
- 6.32.040 Temporary Licenses
- 6.32.050 Application Review and Investigation
- 6.32.067 Criterion for Unfavorable Recommendation
- 6.32.070 Appeal Procedures
- 6.32.080 Coordination with Other Fees

6.32.010 Purpose and Scope

The purpose of this chapter is to establish the criteria by which the City of Ashland will evaluate and make recommendations to the Oregon Liquor and Cannabis Commission (OLCC) regarding the issuance, denial, modification, or renewal of liquor licenses within the City. This chapter also established the applicable fees and investigation process as authorized under ORS 471.166.

~~6.32.020 — Definitions~~

- ~~A. Administrator. The City Manager or designee.~~
- ~~B. Applicant. The person or persons submitting an application for a liquor license.~~
- ~~C. Application. The application forms supplied by the Oregon Liquor Control Commission.~~
- ~~D. City. The City of Ashland. (Ord. 3192 § 72, amended, 11/17/2020; Ord. 2833, amended, 11/18/1998)~~

6.32.020 City Council Delegation; City Recorder Duties

The City Council delegates to the City Recorder the responsibility to receive, process, and coordinate the review of OLCC liquor license applications and renewals, and to make recommendations to the Oregon Liquor and Cannabis Commission.

~~6.32.030 — Application Process~~

- ~~A. Procedure. Any person, firm or corporation requesting a liquor license through the O.L.C.C. shall present the completed license application forms prescribed by O.L.C.C. to the City recorder.~~
- ~~B. Additional Information. An O.L.C.C. Personal History form shall be completed for each person named on the license application.~~
- ~~C. Completed Applications. Liquor license applications forms shall be accepted only when all required forms are properly completed, the requested information is submitted, and the required application fee, as set forth in Section 6.32.040, has been paid. (Ord. 2866, amended, 02/06/2001; Ord. 2833, amended, 11/18/1998; Ord. 2774 § 13, amended, 1996)~~

6.32.030 New Annual License Application

Any person or business seeking a city recommendation to the OLCC for a new liquor license must submit a completed application on the forms furnished by the OLCC. The City Recorder shall accept such applications only when the following conditions are met:

- A. The applicant holds a valid City business license, unless exempt under AMC 6.04.085.
- B. The application is complete.
- C. Any additional information requested by the City Recorder has been provided.
- D. The appropriate application fees, as established by resolution of the City Council, has been paid.

6.32.040 ——— Application Fees

~~The City recorder shall charge and collect a license investigation fee at the time the application is filed. The fees for such services shall be established by resolution of the City council. (Ord. 2833, amended, 11/18/1998; Ord. 2774 § 16, amended, 1996; Ord. 2622 § 2, amended, 1991; Ord. 2352, amended, 1985)~~

6.32.040 Temporary Licenses

The City Recorder is authorized to review and issue City recommendations on applications for temporary or special event OLCC licenses. Such applications may be processed administratively. If the City Recorder determines that the applicant has met the criteria in AMC 6.32.067, an unfavorable recommendation may be submitted to the OLCC. Either the applicant or the City Recorder may refer the application to the City Manager for further review or a hearing.

6.32.050 ——— City Council Delegation; City Recorder Duties

~~The City Council hereby delegates to the City Recorder the ability to process all OLCC liquor license applications or requests, except for applications for new or renewal licenses. Upon receipt of an application for a new or renewal liquor license, the City Recorder shall:~~

- ~~A. Coordinate and conduct an investigation of each application for the purpose of determining what recommendation shall be made to the City Council. The City recorder may require the applicant to supply additional information that is relevant to determine if there is a sufficient basis for an unfavorable recommendation to the OLCC as provided by Oregon liquor laws.~~
- ~~B. Refer the application to the Department of Community Development who shall determine if the location of the licensee's business complies with the City's land use requirements.~~
- ~~C. Determine if the licensee has met the criterion for an unfavorable recommendation in accordance with AMC 6.32.067.~~
- ~~D. Report to the City council as to the filing of the application and prepare sufficient documentation and/or findings to support an unfavorable recommendation to the OLCC if there is a basis for such recommendation.~~
- ~~E. Mail a letter or personally contact the applicant if an unfavorable recommendation will be made to the City Council.~~
- ~~F. Make a recommendation and place the license on the consent agenda at the next regular council meeting.~~
- ~~G. After the recommendation is approved by the City Council, forward the recommendation and any necessary supporting documentation to the OLCC.~~
- ~~H. Endorse the application, if approved by the City Council.~~

~~I. Maintain a record of all OLCC applications. (Ord. 2995, amended, 10/20/2009; Ord. 2833, amended, 11/18/1998)~~

6.32.050 Application Review and Investigation

The City Recorder shall coordinate a review of each application to prepare a recommendation for the OLCC. Applications will be reviewed once the conditions have been met in 6.32.030.

A. Applications shall be referred to Community Development, Fire, and Police Departments for their review and approval

B. Upon receiving departmental approvals and confirmation that all applicable fees have been paid, the City Recorder is authorized to submit a favorable recommendation with the OLCC for Temporary Licenses.

C. The City Manager or their designee, is authorized to submit a favorable recommendation to the OLCC for New Annual Licenses, upon the City Recorder's recommendation, following departmental approvals and payment of fees.

D. The City Recorder shall maintain a record of all OLCC applications in accordance with the State of Oregon's official records retention schedule.

E. Either the Recorder or City Manager may make an unfavorable Recommendation if the criteria in AMC 6.32.067 are met.

F. Renewal applications are sent directly the license holder from OLCC. The City shall issue an invoice to the license holder for the applicable local renewal fee.

6.32.060 Application Fees

The City recorder shall collect a liquor license investigation fee at the time the application is filed. Fees amounts shall be established by resolution in accordance with ORS 471.166 (8) and approved by the City Council.

~~6.32.065 — License Application~~

~~Any person or business requesting a city recommendation to the OLCC on a liquor license application shall apply upon suitable forms furnished by the OLCC. The City recorder shall accept liquor license applications only when the following conditions are met:~~

~~A. An applicant for an initial license or modification of a current license provides legible copies of the following forms supplied by the OLCC: liquor license application forms, individual history forms, and business information forms. An applicant for a temporary sales license (TSL) provides the temporary sales application form supplied by the OLCC.~~

~~B. The applicant has obtained a valid city business license when applicable.~~

~~C. The application is complete.~~

~~D. The applicant has provided any relevant additional information the City recorder requests to determine the qualifications of the applicant.~~

~~E. The application is accompanied by the appropriate fees, as established by resolution of the City council. (Ord. 2995, added, 10/20/2009)~~

~~6.32.067 — Criterion for Unfavorable Recommendation~~

~~The City may make an unfavorable recommendation to the OLCC if it finds sufficient basis for such a recommendation under Oregon liquor laws, including but not limited to, the Oregon~~

~~Revised Statutes and the Oregon Administrative Rules. (Ord. 2995, amended, 10/20/2009; Ord. 2995, added, 10/20/2009)~~

6.32.067 Criterion for Unfavorable Recommendation

The City may make an unfavorable recommendation to the OLCC if there is sufficient basis under Oregon liquor laws, including but not limited to, the Oregon Revised Statutes and the Oregon Administrative Rules. Examples include but are not limited to: the applicant's criminal history; documented incidents involving disorderly conduct or public safety concerns at the premises; misrepresentations or omissions in the application; failure to comply with applicable City codes or state laws.

~~6.32.070 ——— Appeal Procedures~~

~~An appeal of the City Recorder's recommendation pursuant to AMC 6.32.050 shall be processed in accordance with AMC Chapter 2.30, except that the appeal shall be filed and processed in the office of the City Manager. The appeal must be filed within ten (10) calendar days of the date of the letter or personal notice from the City Recorder stating that an unfavorable recommendation will be made to the City Council. (Ord. 3192 § 73, amended, 11/17/2020; Ord. 2995, amended, 10/20/2009; Ord. 2833, amended, 11/18/1998)~~

6.32.070 Appeal Procedures

An applicant may appeal an unfavorable recommendation issued by the City Recorder or City Manager. Appeals shall be processed in accordance with AMC Chapter 2.30. The appeal must be filed with the City Manager's office within ten (10) calendar days from the date of written notice of the unfavorable recommendation

~~6.32.080 ——— Coordination with Other Fees~~

~~The application fee set forth in Section 6.32.040 shall be in lieu of all other investigation fees, but shall not be in lieu of the regular Business License Tax set forth in Chapter 6.04. (Ord. 2833, amended, 11/18/1998; Ord. 2581, amended, 1990; Ord. 2318, amended, 1989)~~

6.32.080 Coordination with Other Fees

The application fee set forth in Section- 6.32.060 shall be in lieu of all other investigation fees, but shall not replace or exempt the application from paying the City's regular Business License fee as set forth in Chapter 6.04.

SECTION 5. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 6. 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: November 18, 2025

Agenda Item	Proposal for Winter/Extreme Weather Shelter at 2200 Ashland St
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

15 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Consideration of a proposal by Opportunities for Housing, Resources, & Assistance (OHRA) for providing a Winter/Extreme Weather Shelter at 2200 Ashland St.

POLICIES, PLANS & GOALS SUPPORTED

- Community Values: Belonging through mutual respect and openness, inclusion, and equity; Regional cooperation including in support for public safety and homelessness.
- [Resolution 2022-33: Setting Policies and Conditions under which Ashland will Activate Severe Weather Emergency Shelter Facilitation](#)
- [2200 Ashland St Master Plan Recommendations](#)

BACKGROUND AND ADDITIONAL INFORMATION

Per Resolution 2022-33, the City of Ashland will facilitate the provision of protective or emergency shelter during times of severe weather. As a part of facilitating an emergency shelter, the City purchased the building and property located at 2200 Ashland St for use as an emergency shelter. The building at 2200 Ashland St is being renovated to ensure it meets egress and fire code standards for use as a shelter and to allow sleeping throughout the building. The improvements are expected to be completed by the end of November.

Previous Winter/Extreme Weather Shelters

- 2021-2023 - Rotating winter shelter between Pioneer Hall, Ashland Public Library, and an old church building run by volunteers with small grants from the City.
- 2023-2024 - OHRA provided nightly shelter at 2200 Ashland St for November–March under the Governor's State of Emergency for \$100,000.
- 2024-2025 - Rogue Retreat provided a nightly shelter at 2200 Ashland St for January-March under the City's declared State of Emergency for \$120,000.

Proposal for 2025-2026 Winter/Extreme Weather Shelter

Opportunities for Housing, Resources, & Assistance (OHRA) has approached the City with a proposal for staffing and operating a Winter/Extreme Weather Shelter this winter season. OHRA has one-time grant funds from the State to provide shelter services, which would allow them to operate the winter shelter at a significantly reduced cost to the City.

Winter Shelter

Dates: December 1st through April 1st

Times: Open Daily from 5pm-10am (later morning release to occur after most schools are in session)





Council Business Meeting

Bed Count: 30-32 beds in West Area

Entry: Shelter participants will be screened on opening and beds will be assigned (not first come, first served). If someone does not come back for 1-2 days, the bed will be provided to another.

Staff:

1 FTE Site Coordinator/Supervisor, 12-8:30pm

4 part-time Shelter Services Staff, 5pm-10am

Trained volunteers coordinated by the Site Coordinator

Extreme Weather Shelter

Dates: On Call

Time: 24-hours for all shelter participants

Beds: Overflow spaces

Staff: Increase staffing as needed

Total Cost Estimate for Providing Shelter Services: \$100,000

Cost Estimate for the City of Ashland: \$30,000

FISCAL IMPACTS

\$30,000 from the Administration budget within the General Fund.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to direct staff to enter into an agreement with OHRA for the provision of winter/extreme weather shelter at 2200 Ashland St.

REFERENCES & ATTACHMENTS

None





Council Business Meeting

Date: November 18, 2025

Agenda Item	Ratification of the 3-Year Labor Agreements between IAFF Local 1269 and Ashland Parks and Recreation Teamsters Local 223
Department	Human Resources
From	Molly Taylor, Director

TIME ESTIMATE

10 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Timeline of Council Action

- August 16, 2022 Council approved the prior unrepresented agreement (Parks Employees) covering the past three fiscal years, FY2022-FY2025
- July 18, 2023 Council approved the prior IAFF agreement 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
- August 5, 2025 Council approved Resolution Clarifying Certain Employment Conditions for Management, Confidential and Non-Represented Employees.

The employees of the Parks and Recreation Department have unionized under Teamsters. The Collective Bargaining Agreement being brought forward is an initial agreement between the City of Ashland and this new union. Prior to unionization, the Parks and Recreation Department employees were covered by Resolution 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*. Teamsters Local 223 requested to maintain the status quo during negotiations, therefore Parks and Recreation Employees have been operating under Resolution 2022-26. Teamsters Local 223 represents 24 positions at the City.

The current labor agreement between the City of Ashland and IAFF for fiscal years 2022-2025 expired June 30, 2025. IAFF represents 38 positions at the City.

If a collective bargaining agreement is 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.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and City services

BACKGROUND AND ADDITIONAL INFORMATION

How Wages and Benefits are Established for City Employees

For employees who are represented by a union, wages and benefits are established through collective bargaining





Council Business Meeting

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. 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:

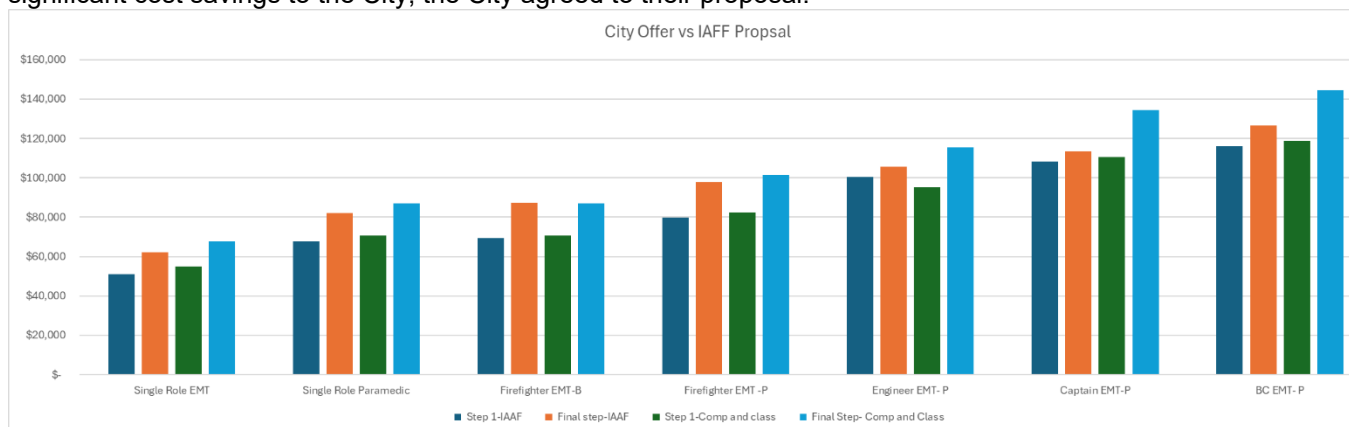
- Create one salary schedule for all employees (rather than the current 15 schedules).
- Standardize the number of salary steps across positions (currently ranges from 0-10 steps depending on position).
- Address issues of compression between pay grades and clarify position hierarchy,
- Update job position 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

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

The Teamsters Local 223 contains the same adjustments as Parks and Recreation Employees would have seen under the previously adopted Non-Represented Resolution.

- 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

The City of Ashland has agreed to IAFF's request of solely a 4% COLA for years FY26, FY27, FY28 and the addition of a Christmas Eve Holiday. The City bargained to put IAFF members on the same salary schedule as recommended by the McGrath study and include the same benefit changes as all other unions and unrepresented employees have received. IAFF declined. As their rejection of the City's proposal results in significant cost savings to the City, the City agreed to their proposal.





Council Business Meeting

		YEAR 1		YEAR 2		Year 3	
		IAFF	Comp and Class	IAFF	Comp and Class	IAFF	Comp
Single Role EMT	4.00	\$ 224,941	\$ 247,770	\$ 245,634.81	\$ 260,277.89	\$ 255,460.21	\$ 2
Single Role Paramedic	4.00	\$ 297,830	\$ 317,907	\$ 325,231.05	\$ 334,024.70	\$ 338,240.29	\$ 3
Firefighter EMT-B	3.00	\$ 229,826	\$ 238,430	\$ 250,218.17	\$ 250,518.53	\$ 260,226.89	\$ 2
Firefighter EMT-P	12.00	\$ 1,042,539	\$ 1,112,467	\$ 1,129,113.77	\$ 1,168,831.87	\$ 1,174,278.32	\$ 1,1
Engineer EMT- P	6.00	\$ 617,860	\$ 637,140	\$ 658,948.68	\$ 668,213.42	\$ 685,306.63	\$ 6
Captain EMT-P	6.00	\$ 665,082	\$ 742,062	\$ 708,061.60	\$ 778,288.97	\$ 736,384.06	\$ 7
BC EMT- P	3.00	\$ 364,027	\$ 398,634	\$ 386,773.92	\$ 389,144.48	\$ 402,244.88	\$ 3
		\$ 3,442,106	\$ 3,694,410	\$ 3,703,982.00	\$ 3,849,299.87	\$ 3,852,141.28	\$ 3,9
Savings			\$ (252,304)		\$ (145,317.87)		\$ (

Fire Department Savings to Cover Contract Increases:

Grant-Funded Savings for Table Command \$27,000

Professional Services Reduction by not renewing a radio program contract of \$3500

Flat/Alder & Palisades fire personnel and equipment reimbursement \$162,373

Reduction in administrative budget (small tools, postage, uniforms, travel, printing & binding) \$17,000

Reduction in Operational Budget travel and printing \$7500

Reduction in Fire and Life Safety Budget (travel, uniforms, CERT) \$34,500

Vacancy savings: \$19,301

Total: \$271,174

FISCAL IMPACTS

Fiscal Impacts:

Teamsters 223 — Accounted for with the passing of the Non-Represented Resolution (attached).

IAFF \$271,174 (\$34,390 Single Roll, \$236,866 Operations)

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the three-year labor agreements with IAFF Local 1269 and the Parks and Recreation Teamsters Local 223 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. 2022 Management Resolution_FINAL_Signed
7. 2025_2028 Non-Represented Resolution FINAL_Signed





Council Business Meeting

8. 2025-2028 Teamsters Parks & Rec CBA
9. 2023_2025 Final IAFF contract with signatures
10. 2025-2028 IAFF Fire CBA
11. Fire Number Line FY26-FY28





Classification and Compensation Study Final Executive Report

for

City of Ashland, OR



March 2025



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Introduction

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

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

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

Methodology

Data Collection

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

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

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

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

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

Labor Market

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

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

Table 1: Comparable Organizations

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

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

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

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

Market Data Solicited

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

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

Market Analysis – All Positions

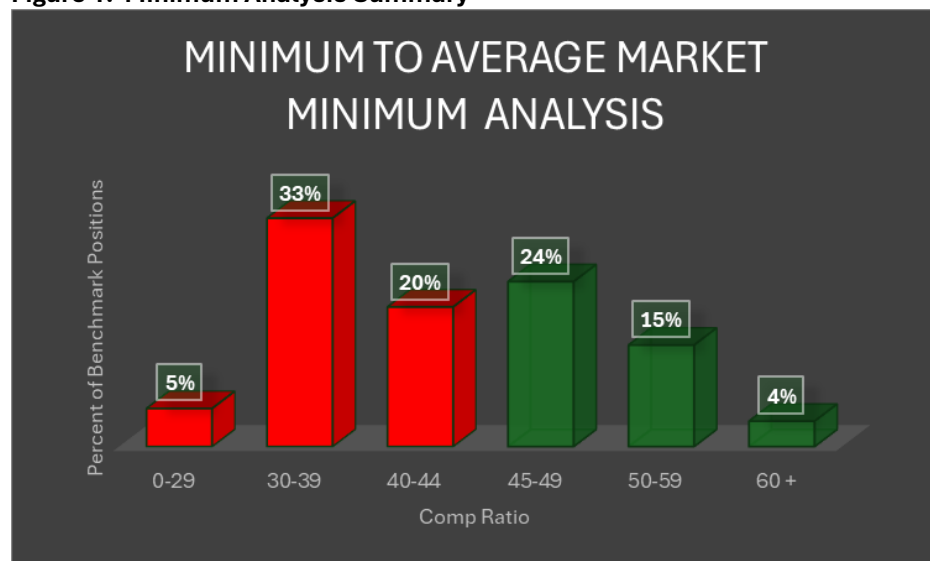
In order to analyze the ranges, a comp ratio is used, which is a ratio of the City's salary in relation to the external market data. A 50% comp ratio would mean that the salary is in line with the external market while utilizing +/-5% range around each data point. Thus, if a position has a comp ratio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

Minimum Salary Comparison

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

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

Figure 1: Minimum Analysis Summary



*May not total 100% due to rounding

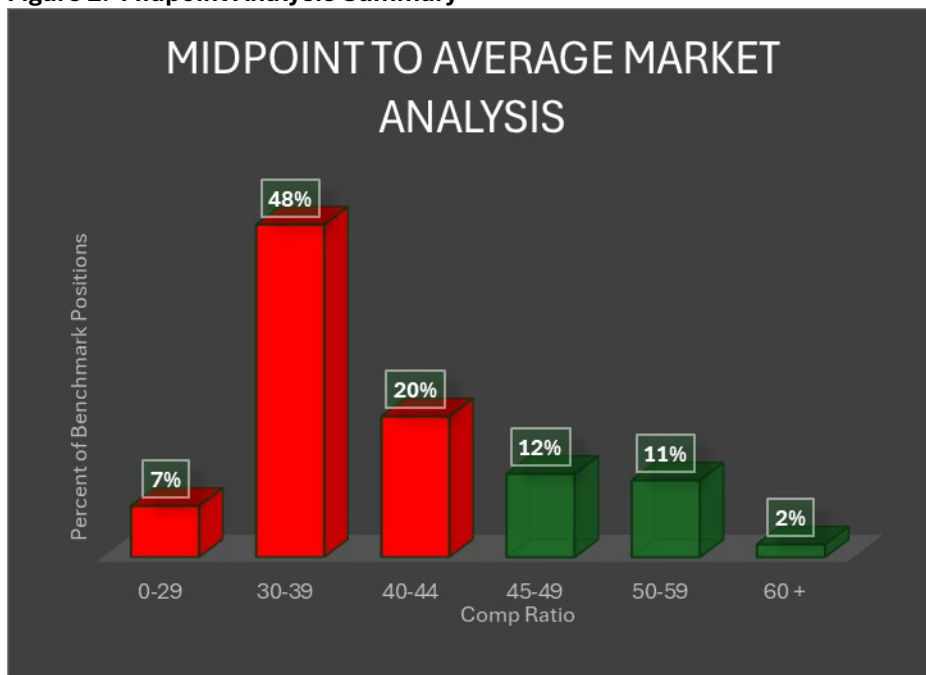
Average Midpoint Salary Analysis

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

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

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

Figure 2: Midpoint Analysis Summary

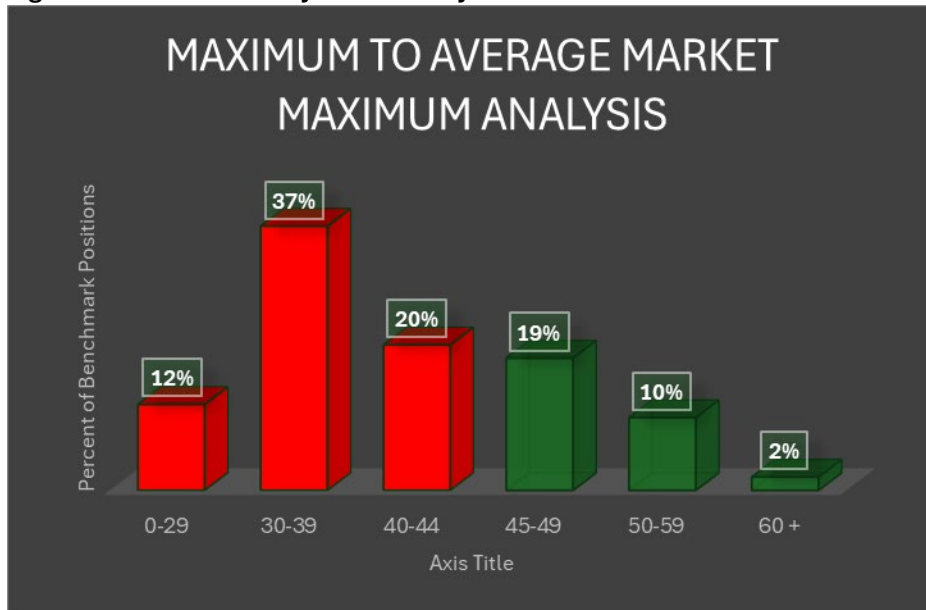


*May not total 100% due to rounding

Average Market Maximum

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

Figure 3: Maximum Analysis Summary

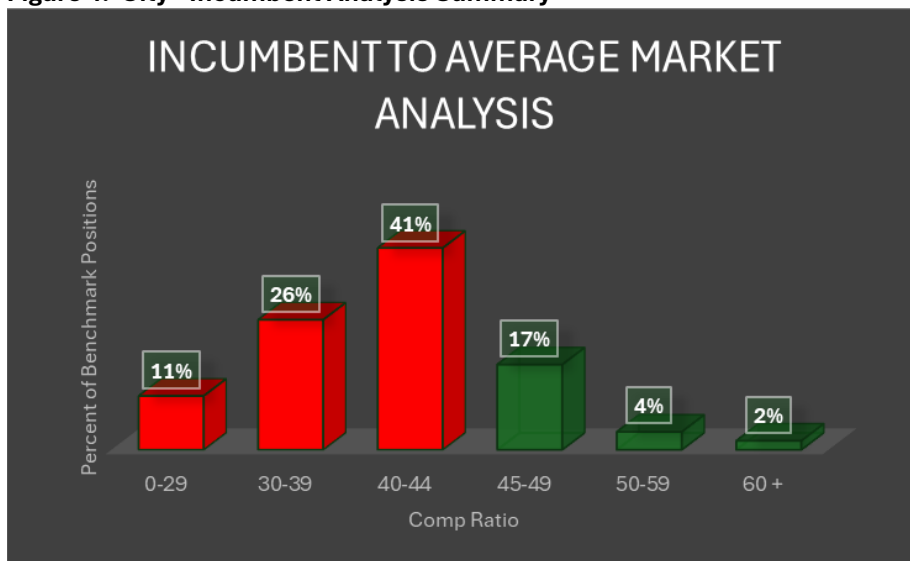


*May not total 100% due to rounding

Average Market Salary Analysis

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

Figure 4: City - Incumbent Analysis Summary



*May not total 100% due to rounding

Market Data Summary

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

Summary

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

Current Compensation System

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

- **IBEW Clerical**
 - 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 remainder 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 inconsistency between the pay grades is illustrated. The spreadsheet has been provided to the City Administration under separate cover.

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

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

Compensation Philosophy

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

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

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

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

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

Employee Demographics

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

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

Figure 5: Employee Demographics by Years of Service

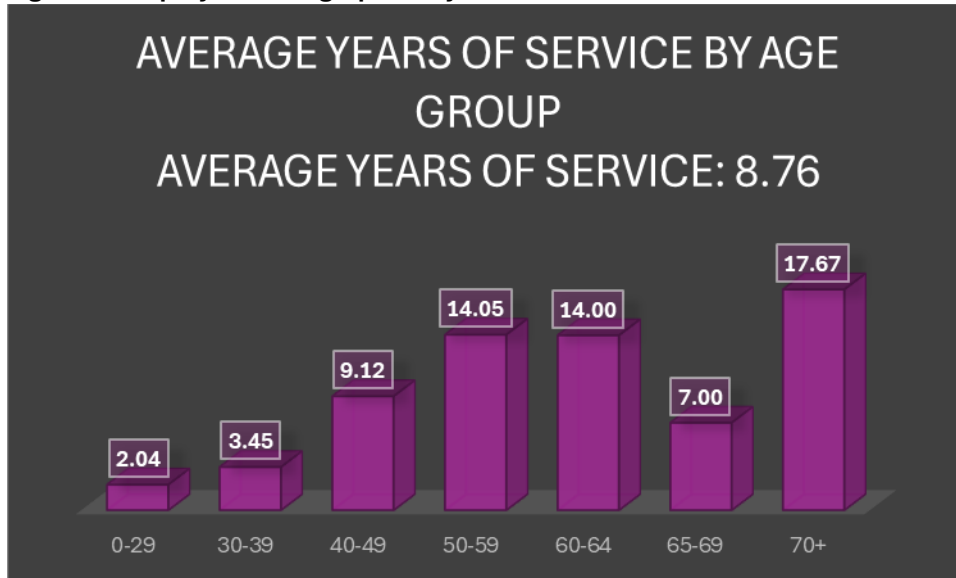
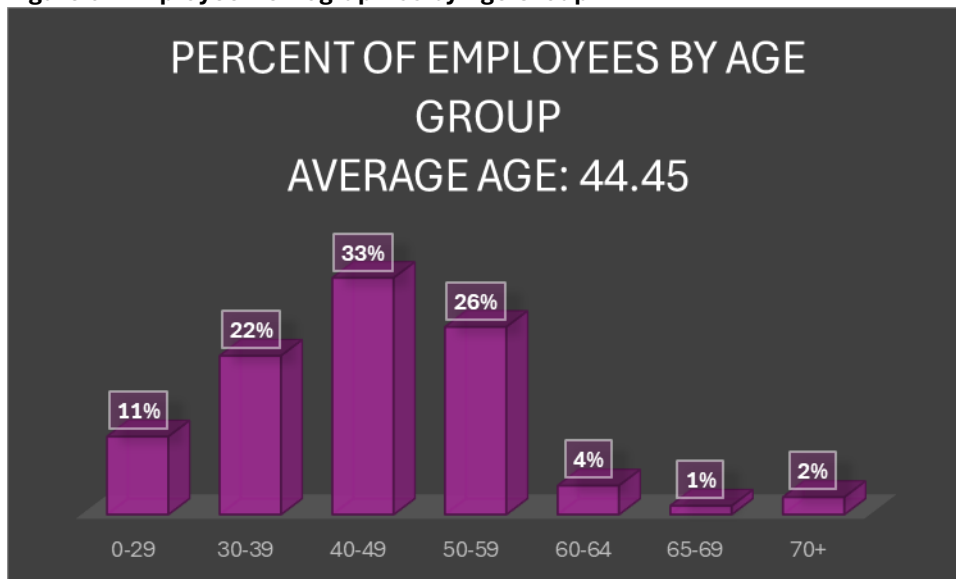


Figure 6: Employee Demographics by Age Group



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

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

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

Public Sector Turnover/Recruitment Challenges

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

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

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

Public employers are battling for their talent because:

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

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

The Great Resignation and Private Sector Influence

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

Inflationary Impact on Employees

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

Salary Schedule Options

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

Step Model

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

Range Model

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

Recommended Salary Schedule

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

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

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

Electric Schedule

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

Position Placement

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

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

Figure 7: Position Placement Diagram



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

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

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

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

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

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

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

Employee Placement

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

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

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

Classification Structure

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

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

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

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

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

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

Fire Department Incentive pay

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

Police Department – Stipends/incentive pay

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

General Operational Guidelines

Maintenance of Salary Schedule

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

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

Step Movement

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

Benefits

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

Health Insurance

Plan Design Overview

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

Table 2: Health Plan Summary

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

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

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

Premiums

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

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

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

Expected Employee Cost

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

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

Maximum Employee Cost

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

Health Insurance Summary

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

Time-Off Benefits

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

Holidays

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

Vacation

The City's vacation models are summarized as follows:

Table 3: Current Vacation Model

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

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

Table 4: Vacation Average Comparison

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

Sick Leave

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

Table 5: Current Sick Leave Model

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

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

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

Table 6: Sick Leave Average Comparison

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

Paid Time-Off

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

Four Day Work Week

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



Classification and Compensation Study

May 20, 2025



About Us

DC

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



About Us

Celebrating 25 Years



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

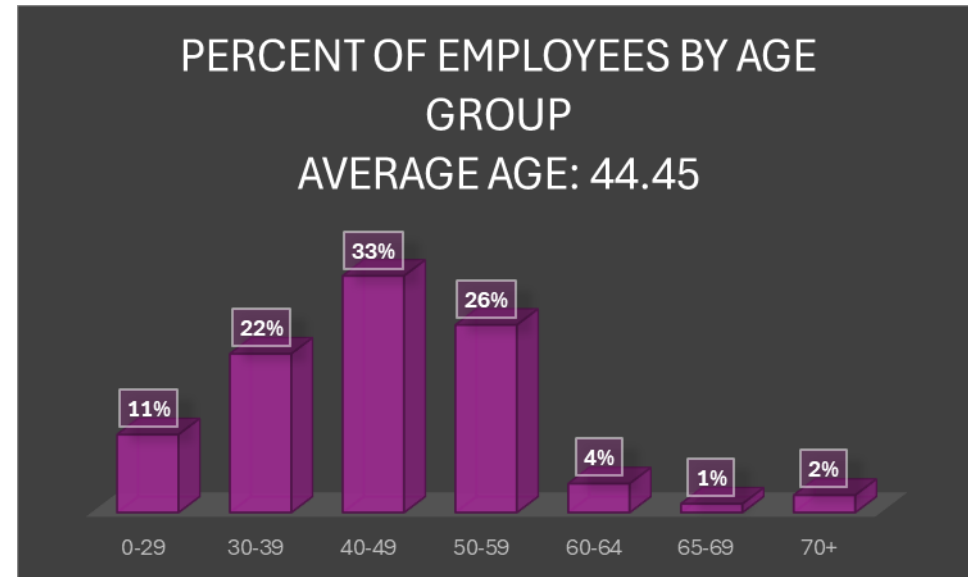
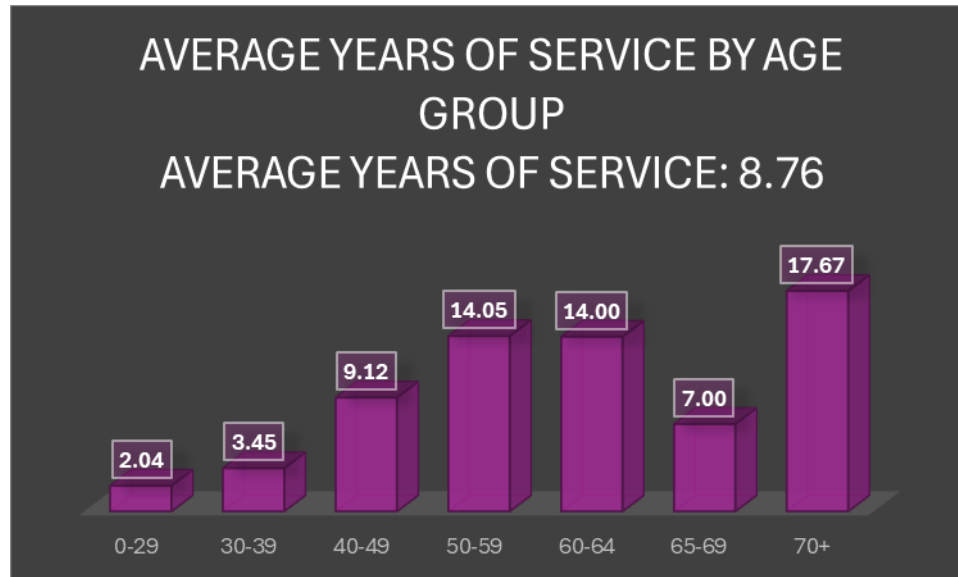


Methodology

- Interviews with Administration and Department leaders.
- Review of data from current Compensation System, 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



Demographics



33% of workforce under age 40 (mobile workforce)

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

34% of workforce are age 50 and above

Recruitment and Retention Focus

Public Comparable Organizations

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

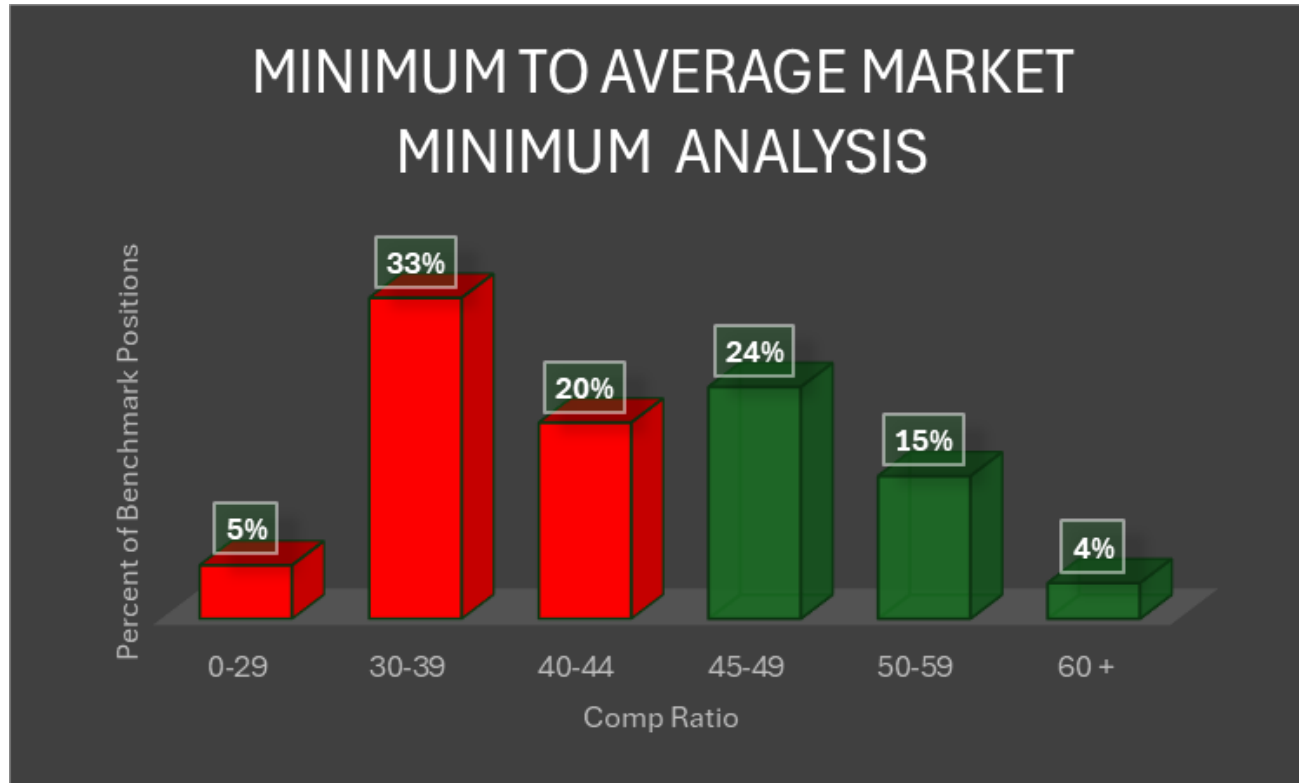
* Did not participate

Market Analysis

Comp Ratio

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

Minimum Salary Analysis

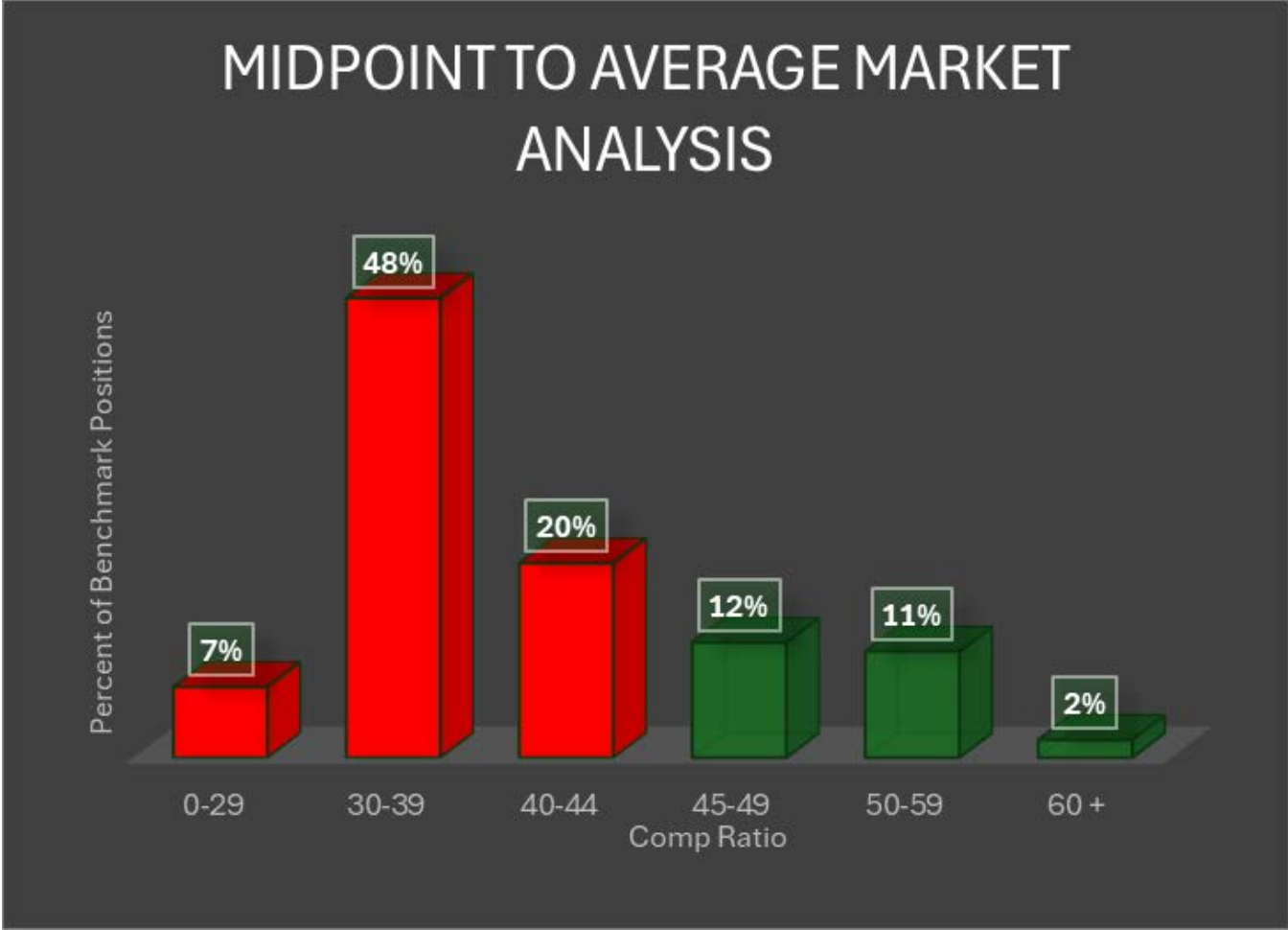


58% under Market

42% aligned with
Market

Rounding may not result in 100%

Midpoint Salary Analysis



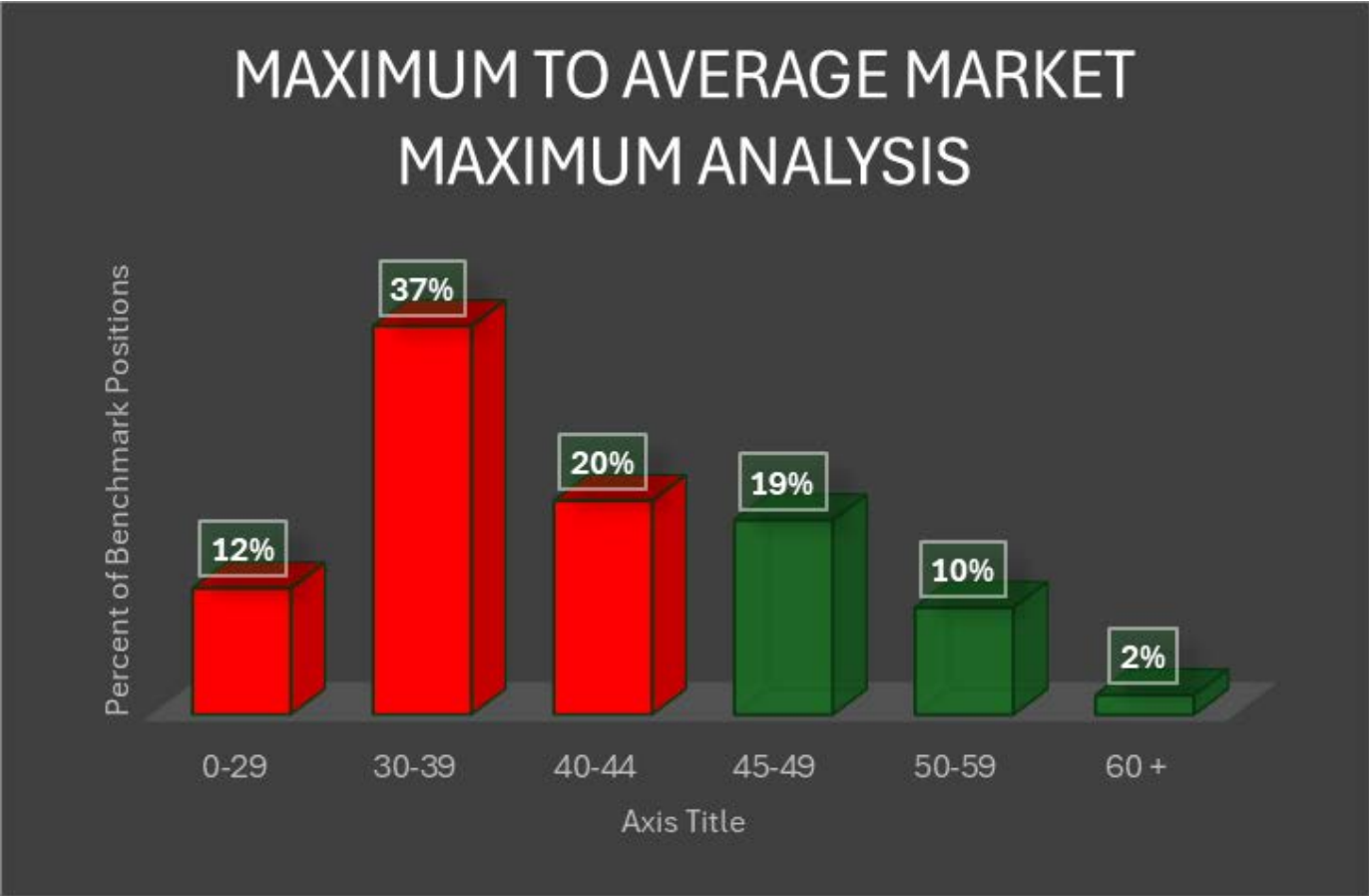
75% under Market

25% aligned with Market

Traditional schedules reach the midpoint 4-7 years

Rounding may not result in 100%

Maximum Salary Analysis

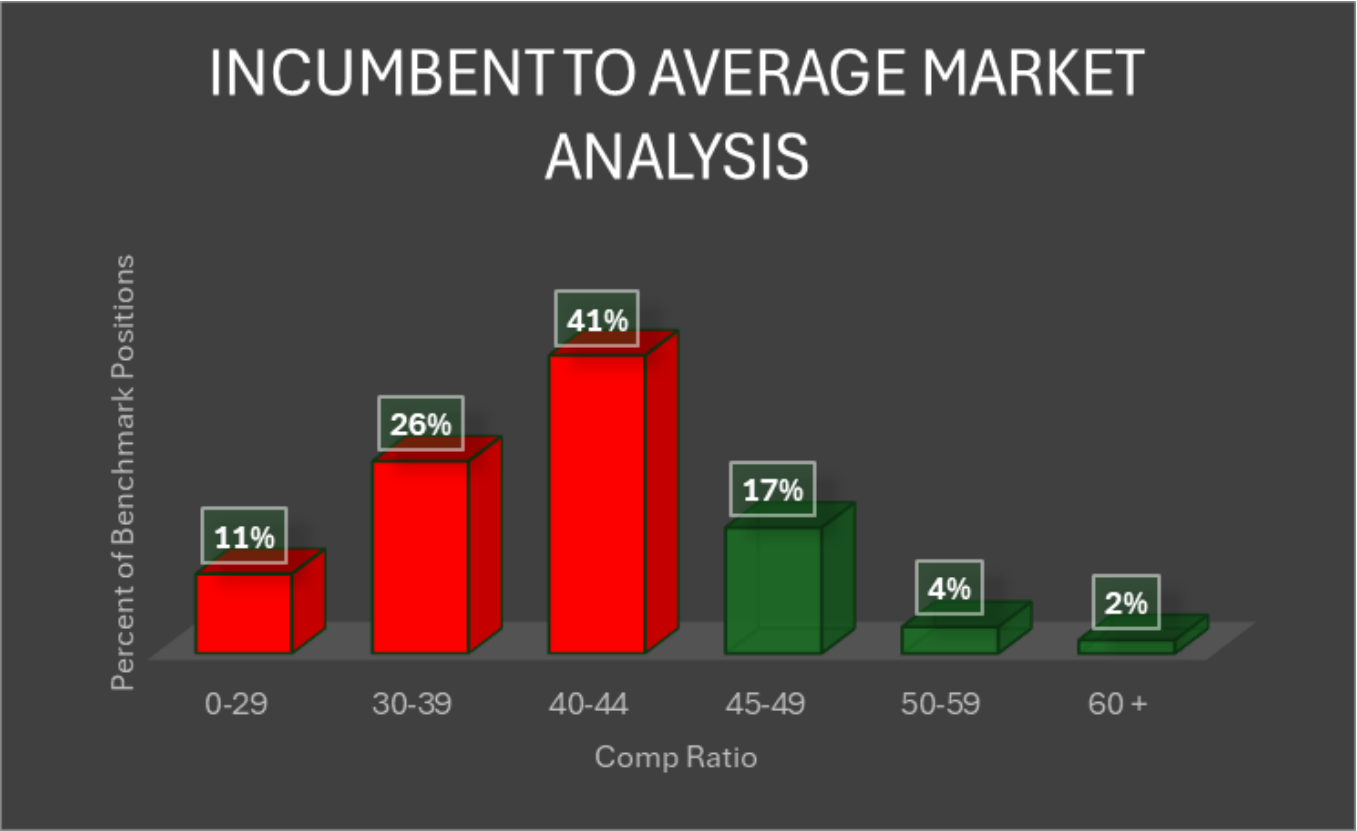


69% of positions do not have the same earning capacity as other organizations

Rounding may not result in 100%

Incumbent Salary Analysis

Is most reflective of current market



79% under Market

23% aligned with Market

Considerations:
Time in position and performance are typical factors

Rounding may not result in 100%

Current Salary Systems

11 Different Salary Schedules

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

Constructing the New Salary Schedule

Compensation Philosophy

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

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

Recommended Salary Schedule

Compensation Philosophy set to **market average**

Created one salary schedule for all positions within the City

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

Step System

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

May need to break out schedule by represented groups

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

Position Placement

Utilization of several factors
used to place positions:



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

Employee Placement

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



Managing the Structure

- Annual increase to the salary schedule
- Step movement

Other Considerations

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



Questions

CITYWIDE COMPARABLES

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

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

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

ADDITIONAL COMPARABLES - INDUSTRY SPECIFIC -

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

CPI vs. COLA by Group and Contract Period - Detail

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

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

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

Parks**	7/1/2014 - 6/30/2017			7/1/17-6/30/18			7/1/18-6/30/19			7/1/2019 - 6/30/2021			7/1/21-6/30/22			7/1/2022 - 6/30/2025			7/1/2025 - 6/30/2027		
	1%			2%			3.1%			2%			0% + furloughs			2%			4%	4%	3%
	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%						2.5%			4%			3%				
	5% spot*			1.5%						1.5%			(with 1% spot*)			4%				
	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%				3%				2%			3%		
	2%				3%				3%			4.5%		
	Total COLA = 9%				Total COLA = 9%				Total COLA = 5%			Total COLA = 12.5%		
	Total CPI = 3.4%				Total CPI = 12.6%				Total CPI = 14.2%			Total CPI (to date) = 7%		

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

CPI vs. COLA by Group and Contract Period - Summary

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

RESOLUTION NO. 2022-26

**A RESOLUTION OF THE CITY OF ASHLAND CLARIFYING CERTAIN
CONDITIONS OF EMPLOYMENT FOR MANAGEMENT, CONFIDENTIAL AND
NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION 2021-
18.**

Recitals:

- A. The City of Ashland has negotiated collective bargaining agreements with all employees who are members of labor unions;
- B. The management, confidential and non-represented employees of the City are not members of a labor organization established for the purpose of collectively negotiating the terms and conditions of their employment; and
- C. It is in the best interest of the City and efficient and effective government to clearly set forth the City's expectations for the performance of its management, confidential and non-represented employees;

The mayor and council resolve as follows:

- 1. **Scope of Resolution.** This 2022 resolution shall apply to all management, confidential and non-represented employees of the City of Ashland as set forth in Appendix "A", dated July 2022. This resolution does not apply to any employee who is a member of any collective bargaining unit.
- 2. **Definitions.**
 - 2.1. **Confidential employee.** As defined in ORS 243.650(6), a confidential employee is one who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining. Confidential employees are paid hourly for work performed and they are subject to payment for overtime according to the Fair Labor Standards Act. Confidential employee includes those classifications in Appendix "A" under "Confidential."
 - 2.2. **Department head.** A person directly responsible to the City Manager for the administration of a department. Department heads are exempt from overtime payment. Department heads include those Management classifications in Appendix "A" under "Department heads."
 - 2.3 **Exempt Supervisor.** A person directly responsible to a department head or the

City Manager for the operational functions of a city department or division. Exempt supervisors do not qualify for payment of overtime on the basis of job duties, salary, or other exemptions under the Fair Labor Standards Act (FLSA). Division supervisors include those Management classifications in Appendix "A" under "division supervisors."

- 2.4 Non-Exempt Supervisor. A person reporting to a division supervisor or department head who may receive overtime payment for work outside their normal scope and duties. Non-Exempt supervisory positions require autonomy, independent decision making, planning, and may provide supervision to other personnel.
- 2.5 Employee. A person in any of the classifications listed in Appendix "A" who works for the City full-time or part-time in a regular or temporary position and who is not performing work as a principal, employee, or agent of an independent contractor.
- 2.6 Management or Manager. Those classifications included in Appendix "A" under the title "Executive Management" including Department Heads and some Exempt Supervisors.
- 2.7 Probationary Employee. A person appointed to a regular position but who has not completed a probationary period during which the employee is required to demonstrate fitness for the position by actual performance of the duties of the position.
- 2.8 Regular Position/Regular Employee. A regular position is one with an ongoing defined or recurring work schedule and is not a temporary position. A regular employee is a person with hired by the City to fill a regular position.
- 2.9 Supervisor. Any person responsible to a higher divisional or departmental level authority who directs the work of others and who is not in a collective bargaining unit.

3. Purpose. The purpose of this resolution is set forth generally in the preamble. More specifically, the resolution has three fundamental purposes:

- 3.1. To clearly establish which classifications in the City service are management or confidential.
- 3.2. To clearly set forth the functions of management and to establish criteria for the evaluation of managerial performance.
- 3.3. To establish the personnel policies governing the conditions of employment of management, confidential and non-represented employees.

4. **Managerial Performance.**

- 4.1. **Goal Setting.** Overall goals for the City of Ashland are set by the Mayor and City Council. Operational goals and short- range objectives are set by the City Manager working with department heads. Resources for achieving all goals and objectives are provided via the annual budget.
- 4.2. **Managerial Responsibilities.** Each of the City's managers at a minimum have the following responsibilities:
 - 4.2.1. Complete tasks and assigned work properly and on time,
 - 4.2.2. Maintain a safe and healthy work environment,
 - 4.2.3. Encourage teamwork, and foster cooperation, collaboration and communication among employees and departments,
 - 4.2.4. Develop employee skills; both technical and interpersonal,
 - 4.2.5. Keep accurate records and reports, and
 - 4.2.6. Actively promote equity, diversity and inclusion at all levels of the organization.
- 4.3. **General Expectations Regarding Management Employees.** In addition to the managerial responsibilities mentioned above, there are also general City expectations of its managers.
 - 4.3.1. **Job Commitment.** All management employees are expected to have a high degree of commitment to the City of Ashland and to their jobs. When a new manager is hired, the City expects a commitment of continued service of at least three years unless unforeseen circumstances warrant earlier resignation or termination.

Management employees are expected to devote whatever hours are necessary for the accomplishment of their duties as part of their normal work week. Overtime will only be paid as set forth in section 14.3. Consistent with administrative policy, exempt management employees may flex their schedules as long as their absence does not unreasonably interfere with the City's operations.

In the event of voluntary termination, management employees are expected to give a minimum of 30 calendar days' notice in order to give the City adequate time to recruit a qualified replacement.
 - 4.3.2. **Professionalism.** Management employees are expected to maintain the standards of their individual profession. This includes remaining current with new developments, maintaining memberships in professional societies, and attending meetings with professionals in their field. Where

professionals have codes of ethics or standards of performance, these should also be followed in the managers work for the City of Ashland.

4.3.3. Termination. If at any time an exempt, or supervisory employee's performance is deemed unacceptable, the City Manager or appropriate department head may ask for the employee's resignation. In most cases, reasonable time will be given to the employee to find other suitable employment. Depending on overall circumstances, the City, in its sole discretion, may or may not provide severance pay in the event of resignation or involuntary termination.

4.3.4. Residency. Residency within the Urban Growth Boundary is strongly encouraged for the City Manager and for department heads. Existing City employees promoted into the position of department head will not be required to move as a result of a promotion but are strongly encouraged to move within the Urban Growth Boundary once appointed as a department head.

Management employees within the following job classifications shall establish their residences to enable them to report for emergency duty within 40 minutes of notification, including "get ready" and travel time:

Deputy Public Works Director of Operations
 Street Supervisor
 Wastewater and Water Reuse Supervisor
 Water Quality and Distribution Supervisor
 Water Treatment Plant Supervisor
 Electric Operations Superintendent
 Fire Division Chief (Forestry, Fire and Life Safety) Divisions
 Deputy Police Chief
 Police Lieutenant
 Police Sergeant
 Computer Services Manager
 AFN Operations Manager
 Network Administrator
 Senior Information Systems Analyst
 Maintenance and Safety Supervisor

Residence shall be established by new employees in these classifications within these boundaries or limitations within a period of twelve months of hire or promotion. Department heads may identify other positions which require emergency response within 40 minutes to meet operational requirements.

4.4. Essential Management Functions. The following are the essential functions of all City management positions and the expected standards for their performance:

- 4.4.1. Planning. Anticipates future needs and makes plans for meeting them; recognizes potential problems and develops strategies for averting or resolving them; makes long- and short-range plans to accomplish City and departmental goals.
- 4.4.2. Organizing. Efficiently and economically organizes and carries out assigned operations; carries out responsibilities in a sound and logical manner; operates the unit smoothly and in a well-organized manner; effectively delegates authority and establishes appropriate work rules.
- 4.4.3. Coordinating. Coordinates all activities related to work objectives; maintains coordination and cooperation with other departments and divisions; maintains good communication with employees and empowers employees to make significant contributions to the accomplishment of objectives.
- 4.4.4. Leadership Motivation. Creates a climate providing challenge and motivation to employees.
- 4.4.5. Decision Making/Problem Solving. Analyzes situations and problems, weighs the pros and cons of alternative solutions, exercises logical thinking and good judgment, is creative, and can make timely decisions.
- 4.4.6. Employee Relations. Equitably adjusts grievances among subordinate employees, properly administers union agreements, and administers discipline in a fair, equitable and progressive manner; trains and develops subordinate employees.
- 4.4.7. Public Relations. Maintains a high level of contact with the public, maintains a sensitivity to the public's needs, and meets the needs of the public within available resources. Develops proactive communication strategies and actions.
- 4.4.8. Budgeting. Prepares operational and capital budgets to meet the goals of the City Council and expends funds within adopted budgeted limits.
- 4.4.9. Safety. Maintains a safe, clean, effective work environment, and supports the City's overall safety program.
- 4.4.10. Self-Development. Stays current with new ideas, technology and procedures in the manager's field of responsibility.
- 4.4.11. Affirmative Action. Actively supports and implements Affirmative Action within the manager's area of responsibility, including the hiring and promotion of women, minorities, and the disabled. Is sensitive to sexual

harassment in the workplace and understands and enforces the City's Harassment and Non-discrimination policy within area of responsibility.

4.4.12. Adherence to City Policies. Ensures that work activities are performed in conformance with requirements of the Ashland Municipal Code and adopted administrative policies.

5. **Holidays.** Recognized holidays are set forth in AMC §3.08.080. For convenience they are listed here:

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

- 5.1. Police Sergeants shall receive paid compensation in addition to regular salary for each of the holidays listed above, in lieu of time off consistent with what is afforded other law enforcement officers of the City of Ashland. This shall be paid on the first payday in December of each year. Newly hired Police Sergeants shall receive this paid compensation pro-rated from the date of hire. In the event that a Sergeant terminates employment for any reason, he or she will receive pay only for the holidays which have elapsed that calendar year. If more holidays have been taken as time off than have actually occurred at the time of termination, those hours overpaid will be deducted from the employee's final paycheck unless other arrangements are made to repay the City.
- 5.2. If an employee is on authorized vacation or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.
- 5.3 Employees working an alternate work schedule will receive compensation for 8 hours. Employees working four 10-hour days will receive (8) hours compensation for any holiday that falls in their regular workday. Employees may use accrued vacation or compensatory time (if applicable) to make up the extra two hours, or they may be permitted to flex their schedule during a week which contains a holiday to ensure they receive full pay. In no event shall an exempt employee receive pay for more than 40 hours/week due to a holiday or alternate work schedule arrangement.

- 5.4 Employees covered by this Resolution shall be paid no more than 88 hours/year for recognized city holidays. If an employee works on a designated City Holiday, he or she may take the equivalent holiday off on another date.

6. Vacations for Management and Confidential Employees.

- 6.1. Eligibility. Management employees shall be eligible for vacation with pay in accordance with the following sections:

- 6.1.1. Employees with less than four full years of continuous service shall accrue 10 hours of vacation for each calendar month of service worked.
- 6.1.2. Employees with more than four but less than nine full years of continuous service shall accrue 12 hours of vacation credit for each calendar month of service.
- 6.1.3. Employees with more than nine but less than 14 full years of continuous service shall accrue 14 hours of vacation credit for each calendar month of service.
- 6.1.4. Employees with more than 14 but less than 19 full years of continuous service shall accrue 16 hours of vacation credit for each calendar month of service.
- 6.1.5. Employees with more than 19 full years of continuous service shall accrue 20 hours of vacation credit for each calendar month of service

(NOTE: The above schedule includes one day of leave which was previously designated as "birthday holiday".

- 6.2. Utilization. Vacation leave shall not be taken in excess of that actually accrued. However, the City Manager has the discretion to authorize any management employee to take vacation in advance of accrual when warranted by special circumstances.
- 6.3. Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employee. Time spent by the employee on City-authorized, City-paid absences shall be included as continuous service. Time spent on unpaid absences shall not be counted as service, provided that employees returning from such absences shall be entitled to credit for service prior to the leave.
- 6.4. Accrual Limitation. Management and Confidential employees are encouraged to take at least 75% of their annual vacation accrual as time off each year. All Management and Confidential employees may elect to receive up to 40 hours as cash on the first paycheck in April each year. The balance not elected for cash

payment will be added to their cumulative vacation accrual. In no event shall the employee's total vacation accrual exceed twice the amount of the employee's annual accrual without written approval from the employee's department head.

- 6.5. Scheduling. Vacation times shall be scheduled based on the City Manager's or department head's judgment as to the needs of efficient operations.
- 6.6. Payment on Termination. An employee terminated after six-months employment shall be entitled to prorated payment for accrued vacation leave at the rate as of the date of termination. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.
- 6.7. Administrative Leave. Exempt management employees may be granted up to one week of Administrative Leave each July at the discretion of their department head or the City Manager. The purpose of Administrative Leave is to recognize the extra hours required of exempt managers for which no overtime compensation is afforded. No cash payment will be made for Administrative Leave, and it can only be taken as time off during the year in which it is granted. Administrative Leave must be used by June 30th each year or it will be forfeited. In the event of termination or retirement, no cash payment will be made for Administrative Leave. In the event of a termination, the City may require prorated repayment of Administrative leave at the rate of 3.3333 hours for each calendar month remaining in the year after the date of termination.

7. Hours of Work for Confidential Employees.

- 7.1. Workweek. The workweek, to the extent consistent with operating requirements, shall normally consist of five consecutive days as scheduled by the department heads or other responsible authority.
- 7.2. Hours. The regular hours of an employee shall be 8 1/2 consecutive hours, including 1/2 hour for a meal period, which shall not be paid.
- 7.3. Work Schedules. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. It shall be the responsibility of the department head to notify employees of their scheduled shifts, workdays, and hours.
- 7.4. Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to operating requirements and each employee's duties.
- 7.5. Meal Periods. To the extent consistent with operating requirements of the respective department, meal periods shall be scheduled in the middle of the work shift.

8. Sick Leave.

- 8.1. Purpose. Sick leave is provided for the sole purpose of providing financial security to employees and their families. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ashland.
- 8.2. Accumulation. For the purpose stated above, sick leave shall be earned by each employee at the rate of eight hours for each full calendar month of service. As condition precedent to any sick leave payment, sick leave may be taken only for the purposes specified in sections 8.1 and 8.3. The maximum accrual cannot exceed 960 hours. Sick leave shall continue to accrue only during leaves of absence with pay.
- 8.3. Utilization. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify the department head or City Administrator of absence due to illness or injury, the nature and expected length of the absence, as soon as possible prior to the beginning of the next scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. For absences longer than 24 hours, employees must notify their department head on a daily basis. At the option of the department head or City Administrator, a doctor's certificate of illness may be required as a pre-requisite for the payment of sick leave.

Non-exempt employees may be granted sick leave for doctor or dental appointments at the discretion of the department head. Such time off shall be charged against sick leave time on an hourly basis. All employees covered by this resolution may be granted the use of sick leave for the illness or injury of a family member in accordance with Oregon Family & Medical Leave Act (OFMLA), and/or the Federal Family & Medical Leave Act (FMLA), and/or anyone residing at their place of residence. Use of sick leave to care for ill and injured family members is subject to department head review and applicable City policy. The City may request medical documentation before granting paid sick leave for this purpose.

- 8.4. Integration with Worker's compensation. When injury occurs in the course of employment, the City's obligation to pay is limited to the difference between any payment received under workers' compensation laws and the employee's regular pay. In such instances, pro-rata charges will be made against accrued sick leave until sick leave is exhausted. Thereafter, the only compensation will be workers' compensation benefits, if any.
- 8.5. Sick Leave - Without Pay. Sick leave is provided by the city in the nature of insurance against loss of income due to the illness or injury. No compensation for

accrued sick leave shall be provided for any employee upon death or termination of employment, except that upon retirement accumulated sick leave will be applied as provided in ORS 238.350. Sick leave shall not accrue during any leave of absence without pay.

- 8.6. **Pay for Unused Sick Leave.** All Management and Confidential employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

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

9. **Bereavement Leave.** An employee may be granted five calendar days' bereavement leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or other relatives living in the same household. Leave with pay, for up to four hours may be granted when an employee serves as a pallbearer.

10. **Other Leaves of Absence**

- 10.1. **Criteria and Procedure.** Leaves of absence without pay not to exceed 90 calendar days may be granted upon establishment of reasonable justification in instances where the work of the department will not be seriously handicapped by temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City.

- 10.2. Jury Duty. Employees shall be granted leave with pay for service upon a jury. Employees may keep any payment for mileage, but all other stipends for service must be paid to the City. Upon being excused from jury service for any day an employee shall immediately contact the supervisor for assignment for the remainder of their regular workday.
- 10.3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation received as witness fees.
- 10.4. Required Court Appearances. Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.
- 10.5. Family Medical Leave. Leave in accordance with the Federal Family and Medical Leave Act and the Oregon Family Medical Leave Act shall be granted to employees eligible under those acts and for the purposes described in those acts. Leave may be unpaid or paid as provided in these acts.
- 10.6. Military Leave. Military leave shall be granted in accordance with ORS 408.290.
- 10.7. Failure to Return from Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and the position shall be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of not being able to work by reason of sickness, physical disability or other legitimate reason beyond the employee's control.

11. Discipline and Discharge. The following section applies only to those employees subject to this resolution who do not have a written individual employment agreement with the City.

- 11.1. Discipline. The City shall abide by the legal requirements of due process prior to taking disciplinary action. Disciplinary action may include the following:
 - (a) Oral reprimand
 - (b) Written reprimand
 - (c) Demotion
 - (d) Suspension
 - (e) Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill

responsibilities as an employee. Conduct reflecting discredit upon the City or department, or which is a direct hindrance to the effective performance of city functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules or this management resolution, commission of any matter listed in AMC §3.08.030.B or for political activities forbidden by state law.

- 11.2. Discharge. An employee having less than twelve months of continuous service shall serve at the pleasure of the city. An employee having continuous service in excess of twelve months may be discharged only for cause.
- 11.3. Due Process. Due process procedures shall be followed before a suspension without pay, demotion or discharge is imposed upon an employee.

Employees, other than those appointed by the Mayor and confirmed by City Council, may appeal a suspension without pay, demotion or discharge to the City Manager. The City Manager's decision shall be final.

12. Probationary Period.

- 12.1. New Employee Probationary Period. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the departments by observing a new employee's work and training, by aiding new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee shall serve a minimum probationary period of 12 months after which, upon recommendation of the department head, the employee shall be considered a regular employee. The probationary period may be extended upon request of the department head if an adequate determination cannot be made at the end of the probationary period.
- 12.2. Promotional Probationary Period. An employee promoted into a management or confidential position will be required to serve a six-month promotional probationary period. The City may at any time demote an employee on promotional probationary status to the employee's previous position with or without cause.

13. General Provisions.

- 13.1. Non-Discrimination. The provisions of this resolution shall be applied equally to all employees without discrimination as to race, color, religion, marital status, age, national origin, sex, sexual orientation or disability.
- 13.2. Other/Outside Employment. Outside employment shall be permitted only with

the express prior written approval of the department head or City Manager. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

1. The need for mentally and physically alert City employees;
2. Insulating employees from potential conflict of interest situations;
3. Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day. In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

13.3. Worker's compensation. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City. Compensation paid by the City for a period of sick leave also covered by workers' compensation shall be equal to the difference between the Workers' compensation pay for lost time and the employee's regular pay rate.

13.4. Liability Insurance. The City shall purchase liability insurance in the maximum amounts set forth in ORS 30.270 for the protection of employees against claims against them incurred in or arising out of the performance of their official duties.

14. Compensation

14.1. Pay Periods. Employees shall be paid on a bi-weekly basis, on every other Friday. In the event a regularly scheduled pay date falls on a holiday, the preceding workday shall be the pay date.

14.2. Compensation - Pay Schedule. When any position not listed on the pay schedule is established, the City Manager shall designate a job classification and pay rate for the position in accordance with sections 3.08.050 and 3.08.070 of the Ashland Municipal Code.

14.3. Overtime. Exempt management employees are expected to devote whatever time is necessary to accomplish their jobs. For all non-exempt employees, the City has the right to assign overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal service and the public interest.

14.4. Form of Compensation. The City Manager, City Attorney, department heads and exempt supervisors are not eligible for paid overtime but are allowed compensatory time off at their own discretion depending on the operating requirements of the City. Non-Exempt supervisors and confidential personnel

shall be compensated in the form of pay at the rate of time and one-half the regular rate for overtime work or given equivalent time off at the option of the City. No employee shall have more than 40 hours of compensatory time on the records at any time.

14.5. Administration of Pay Plan. Employees shall be entitled to pay in accordance with the current salary resolution. In the event of a vacancy, the City Manager may appoint a new employee at any appropriate step within the pay range.

14.6 Cost of Living Adjustment (COLA). The salary schedule for all positions covered by this Resolution shall be adjusted annually as follows:

- July 1, 2022 4%
- July 1, 2023 4%
- July 1, 2024 3%

14.7 Longevity Pay: Employees shall be entitled to an annual bonus to be paid on the first pay date in December as outlined below in recognition of their service to the City.

- Upon 5 year anniversary annual bonus of \$1000
- Upon 10 year anniversary annual bonus of \$1250
- Upon 15 years anniversary annual bonus of \$1500

14.8 Executive Recruitment

The City Manager may negotiate Executive Level recruitments and terminations within budgeted amounts for the purposes of:

- Staying competitive
- Internal equity
- Diversification of workforce
- Organizational continuity
- The transition to an at-will workforce under a City Manager form of government

15. Health, Welfare and Retirement.

The City agrees to provide health, welfare, and retirement benefits in accordance with Appendix "B" for employees subject to this resolution.

16. Compliance with FLSA.

This resolution shall be interpreted in a manner to preserve the exempt status of the City's bona fide administrative, executive, and professional employees, as those terms are used in the Federal Fair Labor Standards Act (FLSA). Such exempt employees shall not have their pay docked or reduced in any manner that would be inconsistent with the salary test set forth in the FLSA, and they are not subject to disciplinary suspensions of less than a week except for major

safety violations.

17. **Effective Date.** This resolution shall be effective from **July 01, 2022** to **June 30, 2025.**

This resolution was read by title only in accordance with Ashland Municipal Code §2.04.090
duly PASSED and ADOPTED this 16th day of August, 2022.

DocuSigned by:

Melissa Huhtala

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Melissa Huhtala, City Recorder

SIGNED and APPROVED this 16th day of August, 2022.

DocuSigned by:

Julie Akins

5AE56C75674491...

Julie Akins, Mayor

Reviewed as to form:

DocuSigned by:

Doug McGeary

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Doug McGeary, Interim City Attorney

APPENDIX "A" Classifications in the Management and Confidential Employee Groups and Non-represented

EXECUTIVE MANAGEMENT		
	TITLE	JOB CLASS
1	City Manager	Exempt 501
2	Deputy City Manager	Exempt 502
3	City Attorney	Exempt 502
4	Director Finance	Exempt 504
5	Director Comm. Dev	Exempt 504
6	Director PW	Exempt 504
7	Director Parks and Recreation	Exempt 504
8	Fire Chief	Exempt 504
9	Director Human Resources	Exempt 504
10	Police Chief	Exempt 504
11	Director Electric	Exempt 504
12	Director of Innovation & Technology	Exempt 504
13	Assistant to the City Manager	Exempt 506
SUPERVISORY		
	TITLE	JOB CLASS
EXEMPT SUPERVISORS		
1	Deputy Fire Chief/ Fire Marshal	Exempt 511
2	Deputy Police Chief	Exempt 511
3	Deputy Public Works Director	Exempt 503
4	Emergency Management Coordinator/ Fire Division Chief	Exempt 503
5	Patrol Lieutenant	Exempt 503
6	Building Official	Exempt 525
7	Planning Manager	Exempt 525
8	Computer Services Mgr.	Exempt 515
9	AFN Ops Manager	Exempt 515
10	Management Analyst	Exempt 521
11	Administrative Services Manager	Exempt 521
12	Senior Planner	Exempt 526
13	WW & Water Re-Use Supervisor	Exempt Grandfathered rate 552
14	Water Treatment Plant Supervisor	Exempt Grandfathered rate 552
15	Water Quality Dist. Supervisor	Exempt 552
16	Municipal Court Supervisor	Exempt 529
17	Deputy Parks Director	Exempt 103
18	Parks Superintendent	Exempt 102
19	Recreation Superintendent	Exempt 102
20	Senior Services Superintendent	Exempt 102
NON-EXEMPT SUPERVISORS		
1	Police Sergeant (5)	Non-Exempt 520
2	GIS Manager	Non-Exempt 512
3	Maintenance/Safety Supervisor	Non-Exempt 528
4	Street Supervisor	Non-Exempt 528

5	WW Collections Supervisor	Non-Exempt 528
6	Customer Service Supervisor	Non-Exempt 528
7	Development Services Coordinator	Non-Exempt 528
8	Volunteer Coordinator	Non-exempt 205
9	Nature Center Coordinator	Non-exempt 205
10	Senior and Adult Services Coordinator	Non-exempt 205
11	Recreation Manager	Non-exempt 206
12	Nature Center Manager	Non-exempt 206
13	Golf Course Manager	Non-exempt 206
14	Business Operations Manager	Non-exempt 206
15	Open Space & Outer Parks Supervisor	Non-exempt 207
16	Irrigation Supervisor	Non-exempt 207
17	Parks Maintenance/ Sports Field Supervisor	Non-exempt 207

Non-Represented Non-Supervisory		
	TITLE	JOB CLASS
1	Network Admin.	Exempt 549
2	Senior IS Analyst (2)	Exempt 549
3	Asset Management/ Staking Technician	Exempt 549
4	User Support Coord.	Exempt 542
5	Fire Adapted Communities Coord.	522
6	Communities Preparedness Coord.	522
7	Receptionist	301
8	Clerical Support	301
9	Senior Center Specialist	306
10	Golf Club Assistant	306
11	Office Assistant I	310
12	Office Assistant II	308
13	Custodian	401
14	Park Worker	403
15	Golf Worker	403
16	Parks Technician I	403
17	Golf Technician I	403
18	Park Technician II	405
19	Park Technician III	406
20	Oak Knoll Golf Course Green Superintendent	406
Confidential		
	TITLE	JOB CLASS
1	Senior Accounting Analyst	531
2	Senior HR Analyst	531
3	Senior Administrative Analyst	531
4	Financial Analyst	541
5	Accounting Analyst	541
6	Administrative Analyst	541/305
7	Executive Analyst	541/305
8	Paralegal	530

9	Admin. Supervisor	530
10	Exec. Assistant	534
11	Admin Assistant	535

Note: ORS 242.650 Chapter 302 defines a **Confidential Employee** as “one who assists in or acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining.”

APPENDIX "B"
Health, Welfare, and Retirement Benefits

The city agrees to provide health, welfare and retirement benefits in accordance with this appendix for employees subject to this resolution.

1. Health Insurance.

A.

Effective July 1 2021, the City will pay 90% of the total monthly health premium (Medical, dental and vision) for the base plan CIS Copay H, with the employee paying the remaining 10% on a pre-tax basis. The employee will have the option to buy-up to a lower deductible plan, CIS Copay F. The City will contribute an amount equal to 3% of salary for each employee covered by this resolution to HRA VEBA.

The City reserves the right to make funding decisions regarding our health benefit program. We will strive to retain equivalent benefit offerings wherever feasible.

B. Reimbursement for preventative/wellness medical costs as provided in the City's Wellness Program.

2. Life Insurance. Premiums for life insurance for each employee at one times annual salary (Up to a maximum \$100,000).
3. Dependent's Life Insurance. Premiums for \$1,000 life insurance policy for each qualified dependent of an employee.
4. Retirement. As required by law, the City will contribute to the Oregon State Public Employees Retirement System for each employee. Enrollment will commence six months from the date of employment for new employees, unless that person was in PERS immediately before coming to work for the City. Upon retirement, one-half of unused sick leave earned will be applied to retirement as provided in statute. The City will also assume or pay the employees' contributions for employees at a uniform rate of six percent.
5. Social Security. Contributions to Social Security as required by law.
6. Medical Insurance for Retirees. All employees retiring from City employment and their eligible dependents will have the option of continued participation in the City's medical insurance program at the same monthly group premium as active employees. The retiree must be actively covered under the City's group plan at the time of retirement to be eligible for continued retiree coverage. Retirees must make their health insurance payment to the City or designated Third Party Administrator as agreed upon each month to continue health

coverage. The right to participate and medical coverage ceases when the retiree or his or her eligible dependent(s) become Medicare-eligible at age 65.

Any employee retiring in a position covered by this resolution with 15 or more years of consecutive service shall be provided with a payment equivalent to the Blue Cross Preferred Choice 65/ Plan C when he or she reaches age 60. Payments will be made directly to the employee on a quarterly basis. Qualifying employees may elect direct deposit of this payment. No payment will be made after the qualifying employee's death.

Any employee hired on or after July 1, 2008, or hired into management on or after July 1, 2008 will not be eligible to receive retiree benefits under this provision. Employees hired on or before June 30, 2008 will continue to be eligible as long as the criteria for benefit eligibility are met.

7. Deferred Compensation. Deferred compensation in the amount of \$50.00 per month in matching funds per employee enrolled in a City deferred compensation program. This program is at the option of the employee and contingent upon a minimum \$15.00 per month contribution paid by the employee.

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY OF ASHLAND CLARIFYING CERTAIN CONDITIONS OF EMPLOYMENT FOR MANAGEMENT, CONFIDENTIAL AND NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION 2022- 26.

Recitals:

- A. The City of Ashland has negotiated collective bargaining agreements with all employees who are members of labor unions;
- B. The management, confidential and non-represented employees of the City are not members of a labor organization established for the purpose of collectively negotiating the terms and conditions of their employment; and
- C. It is in the best interest of the City and efficient and effective government to clearly set forth the City's expectations for the performance of its management, confidential and non-represented employees;

The mayor and council resolve as follows:

- 1. **Scope of Resolution.** This 2025 resolution shall apply to all management, confidential and non-represented employees of the City of Ashland as set forth in Appendix "A", dated July 2025. This resolution does not apply to any employee who is a member of any collective bargaining unit.
- 2. **Definitions.**
 - 2.1. **Confidential employee.** As defined in ORS 243.650(6), a confidential employee is one who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining. Confidential employees are paid hourly for work performed and they are subject to payment for overtime according to the Fair Labor Standards Act. Confidential employee includes those classifications in Appendix "A" under "Confidential."
 - 2.2. **Department head.** A person directly responsible to the City Manager for the administration of a department. Department heads are exempt from overtime payment. Department heads include those Management classifications in Appendix "A" under "Department heads."
 - 2.3 **Exempt Supervisor.** A person directly responsible to a department head or the

City Manager for the operational functions of a city department or division. Exempt supervisors do not qualify for payment of overtime on the basis of job duties, salary, or other exemptions under the Fair Labor Standards Act (FLSA). Division supervisors include those Management classifications in Appendix "A" under "division supervisors."

- 2.4 Non-Exempt Supervisor. A person reporting to a division supervisor or department head who may receive overtime payment for work outside their normal scope and duties. Non-Exempt supervisory positions require autonomy, independent decision making, planning, and may provide supervision to other personnel.
- 2.5 Employee. A person in any of the classifications listed in Appendix "A" who works for the City full-time or part-time in a regular or temporary position and who is not performing work as a principal, employee, or agent of an independent contractor.
- 2.6 Management or Manager. Those classifications included in Appendix "A" under the title "Executive Management" including Department Heads and some Exempt Supervisors.
- 2.7 Probationary Employee. A person appointed to a regular position but who has not completed a probationary period during which the employee is required to demonstrate fitness for the position by actual performance of the duties of the position.
- 2.8 Regular Position/Regular Employee. A regular position is one with an ongoing defined or recurring work schedule and is not a temporary position. A regular employee is a person with hired by the City to fill a regular position.
- 2.9 Supervisor. Any person responsible to a higher divisional or departmental level authority who directs the work of others and who is not in a collective bargaining unit.

3. Purpose. The purpose of this resolution is set forth generally in the preamble. More specifically, the resolution has three fundamental purposes:

- 3.1. To clearly establish which classifications in the City service are management or confidential.
- 3.2. To clearly set forth the functions of management and to establish criteria for the evaluation of managerial performance.
- 3.3. To establish the personnel policies governing the conditions of employment of management, confidential and non-represented employees.

4. Managerial Performance.

- 4.1. Goal Setting. Overall goals for the City of Ashland are set by the Mayor and City Council. Operational goals and short-range objectives are set by the City Manager working with department heads. Resources for achieving all goals and objectives are provided via the annual budget.
- 4.2. Managerial Responsibilities. Each of the City's managers at a minimum have the following responsibilities:
 - 4.2.1. Complete tasks and assigned work properly and on time,
 - 4.2.2. Maintain a safe and healthy work environment,
 - 4.2.3. Encourage teamwork, and foster cooperation, collaboration and communication among employees and departments,
 - 4.2.4. Develop employee skills; both technical and interpersonal,
 - 4.2.5. Keep accurate records and reports, and
 - 4.2.6. Actively promote equity, diversity and inclusion at all levels of the organization.
- 4.3. General Expectations Regarding Management Employees. In addition to the managerial responsibilities mentioned above, there are also general City expectations of its managers.
 - 4.3.1. Job Commitment. All management employees are expected to have a high degree of commitment to the City of Ashland and to their jobs. When a new manager is hired, the City expects a commitment of continued service of at least three years unless unforeseen circumstances warrant earlier resignation or termination.

Management employees are expected to devote whatever hours are necessary for the accomplishment of their duties as part of their normal work week. Overtime will only be paid as set forth in section 14.3. Consistent with administrative policy, exempt management employees may flex their schedules as long as their absence does not unreasonably interfere with the City's operations.

In the event of voluntary termination, management employees are expected to give a minimum of 30 calendar days' notice in order to give the City adequate time to recruit a qualified replacement.

- 4.3.2. Professionalism. Management employees are expected to maintain the standards of their individual profession. This includes remaining current with new developments, maintaining memberships in professional societies, and attending meetings with professionals in their field. Where

professionals have codes of ethics or standards of performance, these should also be followed in the managers' work for the City of Ashland.

- 4.3.3. Termination. If at any time an exempt, or supervisory employee's performance is deemed unacceptable, the City Manager or appropriate department head may ask for the employee's resignation. In most cases, reasonable time will be given to the employee to find other suitable employment. Depending on overall circumstances, the City, in its sole discretion, may or may not provide severance pay in the event of resignation or involuntary termination.
- 4.3.4. Residency. Residency within the Urban Growth Boundary is strongly encouraged for the City Manager and for department heads. Existing City employees promoted into the position of department head will not be required to move as a result of a promotion but are strongly encouraged to move within the Urban Growth Boundary once appointed as a department head.

Management employees within the following job classifications shall establish their residences to enable them to report for emergency duty within 40 minutes of notification, including "get ready" and travel time:

Deputy Public Works Director of Operations
Street Supervisor
Wastewater and Water Reuse Supervisor
Water Quality and Distribution Supervisor
Water Treatment Plant Supervisor
Electric Operations Superintendent
Fire Division Chief (Forestry, Fire and Life Safety) Divisions
Deputy Police Chief
Police Lieutenant
Police Sergeant
Computer Services Manager
AFN Operations Manager
Network Administrator
Senior Information Systems Analyst
Maintenance and Safety Supervisor

Residence shall be established by new employees in these classifications within these boundaries or limitations within a period of twelve months of hire or promotion. Department heads may identify other positions which require emergency response within 40 minutes to meet operational requirements.

- 4.4. Essential Management Functions. The following are the essential functions of all City management positions and the expected standards for their performance:

- 4.4.1. Planning. Anticipates future needs and makes plans for meeting them; recognizes potential problems and develops strategies for averting or resolving them; makes long- and short-range plans to accomplish City and departmental goals.
- 4.4.2. Organizing. Efficiently and economically organizes and carries out assigned operations; carries out responsibilities in a sound and logical manner; operates the unit smoothly and in a well-organized manner; effectively delegates authority and establishes appropriate work rules.
- 4.4.3. Coordinating. Coordinates all activities related to work objectives; maintains coordination and cooperation with other departments and divisions; maintains good communication with employees and empowers employees to make significant contributions to the accomplishment of objectives.
- 4.4.4. Leadership Motivation. Creates a climate providing challenge and motivation to employees.
- 4.4.5. Decision Making/Problem Solving. Analyzes situations and problems, weighs the pros and cons of alternative solutions, exercises logical thinking and good judgment, is creative, and can make timely decisions.
- 4.4.6. Employee Relations. Equitably adjusts grievances among subordinate employees, properly administers union agreements, and administers discipline in a fair, equitable and progressive manner; trains and develops subordinate employees.
- 4.4.7. Public Relations. Maintains a high level of contact with the public, maintains a sensitivity to the public's needs, and meets the needs of the public within available resources. Develops proactive communication strategies and actions.
- 4.4.8. Budgeting. Prepares operational and capital budgets to meet the goals of the City Council and expends funds within adopted budgeted limits.
- 4.4.9. Safety. Maintains a safe, clean, effective work environment, and supports the City's overall safety program.
- 4.4.10. Self-Development. Stays current with new ideas, technology and procedures in the manager's field of responsibility.
- 4.4.11. Adherence to City Policies. Ensures that work activities are performed in conformance with requirements of the Ashland Municipal Code and adopted administrative policies.

5. **Holidays.** Recognized holidays are set forth in AMC §3.08.080. For convenience they are listed here:

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

- 5.1. If an employee is on authorized vacation or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.
- 5.2. Employees working an alternate work schedule will receive compensation for 8 hours. Employees working four 10-hour days will receive (8) hours compensation for any holiday that falls in their regular workday. Employees may use accrued vacation or compensatory time (if applicable) to make up the extra two hours, or they may be permitted to flex their schedule during a week which contains a holiday to ensure they receive full pay. In no event shall an exempt employee receive pay for more than 40 hours/week due to a holiday or alternate work schedule arrangement.
- 5.3. Employees covered by this Resolution shall be paid no more than 96 hours/year for recognized city holidays. If an employee works on a designated City Holiday, he or she may take the equivalent holiday off on another date.

6. **Vacations for Management and Confidential Employees.**

- 6.1. **Eligibility.** Management employees shall be eligible for vacation with pay in accordance with the following schedule:
- 6.1.1. Employees with less than four (4) full years of continuous service shall accrue five (5) hours of vacation per pay period.
- 6.1.2. Employees with more than four (4) but less than nine (9) full years of continuous service shall accrue six (6) hours of vacation per pay period.
- 6.1.3. Employees with more than nine (9) but less than fourteen (14) full years of continuous service shall accrue seven (7) hours of vacation per pay

period.

6.1.4. Employees with more than fourteen (14) but less than nineteen (19) full years of continuous service shall accrue eight (8) hours of vacation per pay period.

6.1.5. Employees with more than nineteen (19) full years of continuous service shall accrue ten (10) hours of vacation per pay period.

***There are 26 pay periods per year, however benefits accrue in only the first and second pay periods of the month.**

- 6.2. **Use of Vacation Time During First Six (6) Months.** To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After six (6) months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing six (6) months of employment, the employee's final paycheck will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in April to cash out a portion of earned vacation hours as provided in Section 6.5 only applies to vacation actually accrued and not used.

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

- 6.3. **Utilization.** Vacation leave shall not be taken in excess of that actually accrued. However, the City Manager has the discretion to authorize any management employee to take vacation in advance of accrual when warranted by special circumstances.
- 6.4. **Continuous Service.** Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the **employee's last date of hire**. Time spent by the employee on City-authorized, City-paid absences shall be included as continuous service. Time spent on unpaid absences shall not be counted as service, provided that employees returning from such absences shall be entitled to credit for service prior to the leave. **Vacation leave shall not accrue during any leave of absence without pay during a pay period.**

- 6.5. Accrual Limitation. Management and Confidential employees are encouraged to take at least 75% of their annual vacation accrual as time off each year. All Management and Confidential employees may elect to receive up to **80** hours as cash on the first paycheck in April each year. The balance not elected for cash payment will be added to their cumulative vacation accrual. In no event shall the employee's total vacation accrual exceed twice the amount of the employee's annual accrual without written approval from the employee's department head.
- 6.6. Scheduling. Vacation times shall be scheduled based on the City Manager's or department head's judgment as to the needs of efficient operations.
- 6.7. Payment on Termination. An employee terminated after six-months employment shall be entitled to prorated payment for accrued vacation leave at the rate as of the date of termination. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.
- 6.8. Management Leave. Exempt management employees may be granted up to one week of **Management** Leave each July at the discretion of their department head or the City Manager. The purpose of **Management** Leave is to recognize the extra hours required of exempt managers for which no overtime compensation is afforded. No cash payment will be made for **Management** Leave, and it can only be taken as time off during the year in which it is granted. **Management** Leave must be used by June 30th each year or it will be forfeited. In the event of termination or retirement, no cash payment will be made for **Management** Leave. In the event of a termination, the City may require pro-rated repayment of **Management** Leave at the rate of 3.3333 hours for each calendar month remaining in the year after the date of termination.

7. Hours of Work for Confidential Employees.

- 7.1. Workweek. The workweek, to the extent consistent with operating requirements, shall normally consist of five consecutive days as scheduled by the department heads or other responsible authority. **By mutual agreement between the supervisor and the employee, a schedule of ten-hour days, four days per week, may be adopted. Either party may withdraw the agreement to that schedule, in which case a five-day schedule will be reestablished.**
- 7.2. Hours. The regular hours of an employee shall be 8 1/2 consecutive hours, including 1/2 hour for a meal period, which shall not be paid.
- 7.3. Work Schedules. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. It shall be the responsibility of the department head to notify employees of their scheduled shifts, workdays, and hours.

- 7.4. Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to operating requirements and each employee's duties.
- 7.5. Meal Periods. To the extent consistent with operating requirements of the respective department, meal periods shall be scheduled in the middle of the work shift.

8. **Sick Leave.**

- 8.1. Purpose. Sick leave is provided for the sole purpose of providing financial security to employees and their families.
- 8.2. Accumulation. **New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned** for the purpose stated herein, by each employee at the rate of eight (8) hours for each full calendar month of service. **Sick leave shall not accrue during any leave of absence without pay during a pay period to the extent that the City remains in compliance with Oregon sick leave laws.** The maximum accrual cannot exceed 960 hours.
- 8.3. Utilization. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury **of a qualifying family member under applicable state or federal family medical leave laws.** In such event, the employee shall notify the department head or City Manager of absence due to illness or injury, the nature and expected length of the absence, as soon as possible prior to the beginning of the scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. For absences longer than 24 hours, employees must notify their department head on a daily basis. **A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences over three (3) consecutive work days. Sick leave taken shall not be in excess of that accrued at the time it is taken.**
- 8.4. Integration with Worker's compensation. When injury occurs in the course of employment, the City's obligation to pay is limited to the difference between any payment received under workers' compensation laws and the employee's regular pay. In such instances, pro-rata charges will be made against accrued sick leave until sick leave is exhausted. Thereafter, the only compensation will be workers' compensation benefits, if any.
- 8.5. Sick Leave - Without Pay. **Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave, vacation leave, and compensatory time (where applicable) have been exhausted. The City may require that the**

employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

- 8.6. **Pay for Unused Sick Leave.** All Management and Confidential employees may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year shall be entitled to the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Examples of how the payment for unused sick leave is calculated:

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

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

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.

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

9. **Bereavement Leave.** An employee may be granted five (5) calendar days' bereavement leave **(40 hours)** with regular pay in the event of death in the immediate family of the employee. **For purposes of this benefit**, an employee's immediate family shall include spouse, parent, children, **sibling**, parent-in-law, **sibling-in-law**, grandparent, grandchild, grandparent-in-law or other relatives living in the same household. Leave with pay, for up to four hours may be granted when an employee serves as a pallbearer. **The City will grant additional unpaid leave bereavement leave consistent with state and federal laws (OFLA/FMLA or Oregon Sick Leave).**

10. **Other Leaves of Absence**

10.1. **Criteria and Procedure.** Leaves of absence without pay not to exceed ninety (90) calendar days may be granted upon **request by the employee where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee.** Requests for such leaves must be in writing and submitted to the Department Head or City Manager thirty (30) days prior to the requested leave date. The employee must utilize accrued vacation and compensatory time (where applicable) before applying for a leave of absence without pay. If the leave of absence lasts two (2) calendar weeks or more, the employee must pay the pro-rated premiums for health insurance coverage. Any other payroll obligations of the employee will be deducted from the paycheck for the next pay period or may be paid directly to the City. Such leave will not be approved for an employee for the purpose of accepting employment outside the

service of the City.

- 10.2. Jury Duty. Employees shall be granted leave with pay for service upon a jury. Employees may keep any payment for mileage, but all other stipends for service must be paid to the City. Upon being excused from jury service for any day an employee shall immediately contact the supervisor for assignment for the remainder of their regular workday.
- 10.3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation received as witness fees.
- 10.4. Required Court Appearances. Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.
- 10.5. Family Medical Leave. Leave in accordance **with any federal and state family & medical leave laws** shall be granted to employees eligible under those acts and for the purposes described in those acts. Leave may be unpaid or paid as provided in these acts.
- 10.6. Military Leave. Military leave shall be granted in accordance with ORS 408.290.
- 10.7. Failure to Return from Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and the position shall be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of not being able to work by reason of sickness, physical disability or other legitimate reason beyond the employee's control.
- 10.8. Personal Days. **Regular employees shall receive three (3) personal days (24 hours) each July. No cash payment will be made for personal days and they can only be taken as time off during the fiscal year in which they are granted. Personal days must be used by June 30 of each year, or they will be forfeited. In the event of termination, resignation, or retirement, no cash payment will be made for Personal Days.**

11. Discipline and Discharge. The following section applies only to those employees subject to this resolution who do not have a written individual employment agreement with the City.

- 11.1. Discipline. The City shall abide by the legal requirements of due process prior to

taking disciplinary action. Disciplinary action may include the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Demotion
- (d) Suspension
- (e) Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill responsibilities as an employee. Conduct reflecting discredit upon the City or department, or which is a direct hindrance to the effective performance of city functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules or this management resolution, commission of any matter listed in AMC §3.08.030.B or for political activities forbidden by state law.

11.2. Discharge. An employee having less than twelve months of continuous service shall serve at the pleasure of the city. An employee having continuous service in excess of twelve months may be discharged only for cause.

11.3. Due Process. Due process procedures shall be followed before a suspension without pay, demotion or discharge is imposed upon an employee.

Employees, other than those appointed by the Mayor and confirmed by City Council, may appeal a suspension without pay, demotion or discharge to the City Manager. The City Manager's decision shall be final.

12. Probationary Period.

12.1. New Employee Probationary Period. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the departments by observing a new employee's work and training, by aiding new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee shall serve a **continuous** probationary period of twelve (12) **full months of work performed** after which, upon recommendation of the department head, the employee shall be considered a regular employee. The probationary period may be extended upon request of the department head if an adequate determination cannot be made at the end of the probationary period.

12.2. Promotional Probationary Period. An employee promoted into a management or confidential position will be required to serve a **continuous promotional probationary period of twelve (12) full months of work performed**. The City

may at any time demote an employee on promotional probationary status to the employee's previous position with or without cause.

13. General Provisions.

- 13.1. Non-Discrimination. The provisions of this resolution shall be applied equally to all employees without discrimination as to race, color, religion, marital status, age, national origin, sex, sexual orientation or disability.
- 13.2. Other/Outside Employment. Outside employment shall be permitted only with the express prior written approval of the department head or City Manager. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:
 1. The need for mentally and physically alert City employees;
 2. Insulating employees from potential conflict of interest situations;
 3. Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day. In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.
- 13.3. Worker's compensation. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City. Compensation paid by the City for a period of sick leave also covered by workers' compensation shall be equal to the difference between the Workers' compensation pay for lost time and the employee's regular pay rate.
- 13.4. Liability Insurance. The City shall purchase liability insurance in the maximum amounts set forth in ORS 30.270 for the protection of employees against claims against them incurred in or arising out of the performance of their official duties.

14. Compensation

- 14.1. Pay Periods. Employees shall be paid on a bi-weekly basis, on every other Friday. In the event a regularly scheduled pay date falls on a holiday, the preceding workday shall be the pay date.
- 14.2. Compensation - Pay Schedule. When any position not listed on the pay schedule is established, the City Manager shall designate a job classification and pay rate for the position in accordance with **City policies**.
- 14.3. Overtime. Exempt management employees are expected to devote whatever

time is necessary to accomplish their jobs. For all non-exempt employees, the City has the right to assign overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal service and the public interest.

14.4. Form of Compensation. The City Manager, City Attorney, department heads and exempt supervisors are not eligible for paid overtime but are allowed compensatory time off at their own discretion depending on the operating requirements of the City. Non-Exempt supervisors and confidential personnel shall be compensated at the rate of time and one-half the regular rate **of pay for all work performed in excess of 40 hours in a workweek. Overtime work may be paid in the form of compensatory time off at the applicable rate, subject to supervisor approval.** No employee shall have more than 40 hours of compensatory time on the records at any time.

14.5. Administration of Pay Plan. Employees shall be entitled to pay in accordance with the current salary resolution. In the event of a vacancy, the City Manager may appoint a new employee at any appropriate step within the pay range.

14.6. Cost of Living Adjustment (COLA). The salary schedule for all positions covered by this Resolution shall be adjusted annually as follows:

- July 1, 2025 – **Wage adjustment per the City’s comp & class study where employees will be placed in the new salary schedule on the step closest their current salary without a decrease. All employees whose placement into the new salary schedule results in an increase of less than 2.5% as of June 30, 2025, will be moved up one additional step automatically. All current employees’ anniversary dates, for reasons specific to the salary schedule, will be adjusted to July 1, 2025.**
- July 1, 2026 – 2%
- July 1, 2027 – 2%

14.7. Longevity Pay: Employees shall be entitled to an annual bonus to be paid on the first pay date in December as outlined below in recognition of their service to the City.

- Upon 5 year anniversary annual bonus of \$1000
- Upon 10 year anniversary annual bonus of \$1250
- Upon 15 years anniversary annual bonus of \$1500

14.8 Executive Recruitment

The City Manager may negotiate Executive Level recruitments and terminations within budgeted amounts for the purposes of:

- Staying competitive
- Internal equity
- Diversification of workforce

- Organizational continuity
- The transition to an at-will workforce under a City Manager form of government

15. Health, Welfare and Retirement.

The City agrees to provide health, welfare, and retirement benefits in accordance with Appendix "B" for employees subject to this resolution.

16. Compliance with FLSA.

This resolution shall be interpreted in a manner to preserve the exempt status of the City's bona fide administrative, executive, and professional employees, as those terms are used in the Federal Fair Labor Standards Act (FLSA). Such exempt employees shall not have their pay docked or reduced in any manner that would be inconsistent with the salary test set forth in the FLSA, and they are not subject to disciplinary suspensions of less than a week except for major safety violations.

17. Effective Date. This resolution shall be effective from **July 01, 2025 to June 30, 2028.**

This resolution was read by title only in accordance with Ashland Municipal Code §2.04.090

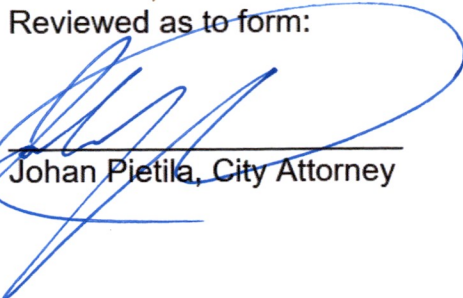
duly PASSED and ADOPTED this 5 day of August, 2025.


Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this 5 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.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON



PARKS & RECREATION

AND

TEAMSTERS LOCAL UNION NO. 223



EFFECTIVE

JULY 1, 2025 – JUNE 30, 2028

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CITY OF ASHLAND, OREGON
(PARKS & RECREATION)**

AND

TEAMSTERS LOCAL UNION NO. 223

PREAMBLE

This Agreement made and entered into by the City of Ashland, Oregon, hereinafter referred to as the "City" and Teamsters Local Union No. 223 of the International Brotherhood of Teamsters, 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 Parks and Recreation Department of the City of Ashland, Oregon, as set forth in Appendix "A" but excluding confidential, supervisory, temporary, and seasonal employees. Temporary and seasonal employees are those who are hired to work up to 40 hours per week for a limited period of time not to exceed six (6) consecutive months in a 12 month period.

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. 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 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 Teamsters Local Union No. 223 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 – Indemnification: The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III – MANAGEMENT RIGHTS

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

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

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of service.
3. To schedule employees' hours of work and direct the performance of their duties.
4. To train employees.

5. To discipline or discharge for just cause.
6. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
7. To maintain the efficiency of governmental operations.
8. To determine the methods, means and personnel by which government operations are to be conducted.
9. To determine the content of job classifications, determine the minimum qualifications for all jobs and determine the criteria for performance evaluations.
10. To take all necessary action to carry out its mission in emergencies.
11. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV – STRIKE AND LOCKOUT PROHIBITION

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

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

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

ARTICLE V – HOLIDAYS

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

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

- a) When the U.S. President or Oregon Governor establishes a new annually- reoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for purposes of observing a day of nationwide or statewide celebration or homage- for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event– such a day will be a paid holiday for City employees subject to this bargaining agreement; and
- b) A presidential declaration or executive order for a specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

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

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

ARTICLE VI – VACATIONS

Section 1 – Eligibility:

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

*There are 26 pay periods per year, however benefits accrue in only 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. Time spent by the employee on authorized paid leaves shall be included as continuous service. Vacation leave shall not accrue during any leave of absence without pay during a pay period. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such absences or layoff shall be entitled to credit for service prior to the leave or layoff.

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

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

Example: New hire is granted 60 hours of vacation at time of hire. They accrue five (5) hours of vacation per pay period.. 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. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be communicated at least fourteen (14) calendar days prior to the effective date of the change.

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.

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 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 payment received under Workers' 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 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 (40 hours) bereavement leave with regular pay in the event of death in the immediate family of the employee. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

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

Section 9 – Failure to Return From Leave: Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and their position shall be deemed vacated; except

and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reason beyond their control.

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

ARTICLE X – COMPENSATION

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

July 1, 2025 – Wage adjustment per the City’s Comp and Class Study where employees will be placed in the new salary schedule 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.

July 1, 2026 – 2% increase

July 1, 2027 – 2% increase

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

Section 2 – Overtime: The City shall attempt to assign all overtime by seniority on a rotational basis as follows. Seniority shall be determined by Article XIII of this agreement. The City will first seek volunteers from employees who are qualified to do the work. If more than one qualified employee volunteers, the most senior volunteer will be offered the assignment. If no one volunteers, the City will mandate overtime to the least senior qualified employee who is present and available in that classification. After an employee works overtime – whether the employee volunteered or

was mandated – that employee will move to the bottom of the overtime list for the next opportunity, and the rotation process shall repeat.

Employees shall be compensated at the rate of two (2) times 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. 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 supervisor. 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.

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 callback time.

Section 3 – Callback 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 callback results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. Phone calls, or 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 – 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 – Working Out of Class: Whenever an employee is required to work in a higher job classification, they shall receive an additional 5% of 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 7 – Certification Pay: Employees who obtain and maintain certification as outlined in Appendix “C” shall receive certification pay.

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 years 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 himself in individual personal matters.

Section 2 – Visits by Union Representatives: The City agrees that accredited representatives of Teamsters Local Union No. 223, 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.

Section 7.1 – 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).

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 AND 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 Teamsters Local Union No. 223. The Committee shall meet at least once per year for the purpose of discussing Citywide issues including health insurance benefits along with other items.

Health benefits and other insurance will be provided to Teamsters-represented employees under the same conditions and restrictions as provided to all other City employees. Nothing in this Agreement shall be deemed a limitation on the annual plan benefit adjustments made by the carrier.

Section 2: The City agrees to continue providing the following additional fringe benefits:

- (a) Life Insurance – employee (\$20,000 with AD&D) and dependent coverage (\$1,000).
- (b) Long Term Disability Insurance – employee only.
- (c) City paid reimbursement for physical fitness as described in the City of Ashland Wellness Program.
- (d) Mercy Flights' household membership for combined air and ground ambulance transport.
- (e) Participation in an IRC §125 plan for pre-tax health insurance premium contributions and flexible spending account options for eligible health and dependent care expenses.

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

Section 3 – Retirement: The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular

employees in the bargaining unit. In accordance with statute, for qualified retiring PERS members, the City will report the sum of accrued but unused sick leave to PERS. The City will assume, pick-up and pay the employee contribution required by ORS 238A.330 for all employees covered by this Agreement at a uniform rate of six percent (6%). Employees may also elect to make additional employee contributions to their IAP account, in the amount equal to the amount credited to the employee pension stability account, this additional contribution may not be paid by the City under ORS 238A.355.

Section 3.1 – Sick Leave Payout Upon Retirement: Upon retirement, employees covered by this Agreement shall receive a percentage of their unused sick leave balance to the employee's individual HRA/VEBA. Credit will be provided at the employee's wage rate at retirement in accordance with the following schedule:

UNUSED SICK LEAVE HOURS	PERCENTAGE OF CREDIT
100-399	30%
400-599	40%
600-960	50%

Employees must provide to the City four (4) weeks advance notice of retirement unless extenuating circumstances prevent this notice.

No compensation for unused accrued sick leave shall be provided if employment with the City ends for any reason other than retirement.

Section 4 – Deferred Compensation: The City agrees to contribute up to \$100.00 per month in matching funds per member enrolled in a City deferred compensation program.

Section 5 – HRA-VEBA Contribution: The City will contribute an amount equivalent to three-point five (3.5%) percent of salary into an HRA-VEBA for each member of the bargaining unit.

ARTICLE XVII – WORKERS' COMPENSATION

Section 1 – Workers' 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.

Section 2 – Supplementary Payment: 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 wage rate.

ARTICLE XVIII – LIABILITY INSURANCE

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

ARTICLE XIX – SAVINGS CLAUSE AND FUNDING

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

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

ARTICLE XX – TERMINATION & REOPENING

This Agreement shall be effective retro to the 1st day of July, 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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ASHLAND, OREGON

By: _____
Sabrina Cotta, City Manager

Date: _____

TEAMSTERS LOCAL UNION NO. 223

By: _____
Austin DePaolo, Principal Officer

Date: _____

APPENDIX "A" – CLASSIFICATIONS WITHIN BARGAINING UNIT

Administrative Assistant
Park Technician I
Park Technician II
Park Technician III
Program Coordinator

APPENDIX "B" – PARKS & RECREATION WAGE SCHEDULE

Teamsters 223 Parks Salary Schedule										
Effective 7/1/2025										
Updated as of 11/10/2025										
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	\$55,681.60	\$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	\$60,153.60	\$61,942.40	\$63,793.60	\$65,707.20	\$67,683.20
305 Parks	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	\$66,164.80	\$68,140.80	\$70,179.20	\$72,280.00	\$74,443.20
310 Parks	Park Technician III									
310 Parks	Program Coordinator									

APPENDIX "C" – CERTIFICATION AND CONTINUING EDUCATION INCENTIVE

Section 1 – Purpose: This Appendix outlines the incentives and conditions for employees covered by this Agreement who 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 Agreement.

Section 3 – Certification Incentive Pay:

Section 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 Department Head or their designee. All certifications must be beneficial to the City and directly related to the employee's assigned duties.

Section 3.2 – Incentive Tiers: Certification incentive pay shall be awarded based on the following schedules:

A. Tier One (\$0.75 per hour)

- a. Pesticide Applicator
- b. Landscape Irrigation Professional
- c. Backflow Assembly Tester
- d. Traffic Control Supervisor
- e. Sports Turf/Grass Management Professional
- f. Continuing Education Units (CEUs) between twelve (12) and twenty-three (23) hours

B. Tier Two (\$1.00 per hour)

- a. Certified Pool Operator
- b. Certified Playground Safety Inspector
- c. Commercial Driver's License
- d. ISA Arborist
- e. Continuing Education Units (CEUs) of twenty-four (24) or more hours

Note: An employee may receive certification pay for a maximum of three (3) certifications, not to exceed a total of \$1.50 per hour. Within each category, only the highest applicable level of incentive shall apply. Certification incentives are not cumulative within the same series.

Section 3.3 – Documentation and Records: It is the responsibility of the employee and the supervisor to provide “official” documentation of the completed certification to Human Resources. Applicable certification pay will be effective at the start of the next pay period.

Section 4 – Continuing Education Requirements:

Section 4.1 – Required Training for Certification Maintenance: Employees are responsible for maintaining their certifications, including completion of Continuing Education Units (CEUs) hours required by the certifying agency. 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 the Department Head or designee and Human Resources prior to the renewal.

Management reserves the right to request additional documentation if initial proof is insufficient.

Section 4.2 – Annual Continuing Education for Non-Renewable Certifications: For certifications that do not require formal renewal, employees must complete twelve (12) hours of approved job-related training per year per \$0.75/hour incentive in order to retain eligibility for certification incentive pay.

Section 5 – Certification Conditions:

Section 5.1 – Conditions:

- All training must be pre-approved by the Department Head or their designee.
- Training must be directly relevant to the employee’s position.
- Certification pay 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).
- Incentive pay is only applicable for any certifications that are in addition to the essential functions of the position.

Section 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 Department Head or their designee 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 is submitted to Human Resources by June 30 of each year to ensure continued eligibility for the next fiscal year.

APPENDIX "D" – 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).

**SIDE LETTER NO. 1 – RE: ARTICLE X, INDIVIDUAL EMPLOYEE
ADJUSTMENTS**

As of [Ratification Date], 2025

Austin DePaolo
Principal Officer
Teamsters Local 223
15 82nd Drive, Suite #10
Gladstone, OR 97027

Re: Article X, Individual Employee Adjustments

Dear Mr. DePaolo:

This letter shall supplement the Collective Bargaining Agreement by and between the City of Ashland (Parks & Recreation), hereinafter referred to as the "City," and Teamsters Local Union No. 223, hereinafter referred to as the "Union," effective July 1, 2025 to June 30, 2028, hereinafter referred to as the "CBA." The City and the Union are collectively referred to as "the parties."

In connection with Article X – Compensation, the City shall further adjust wages for the following individual employees:

- Josiah Gomberg (Park Technician I) – shall be placed at Step 3 on the new wage scale at \$25.99 per hour.
- Tempe Parks (Park Technician I) – shall be placed at Step 3 on the new wage scale at \$25.99 per hour.
- Except as otherwise provided, the City's Class and Comp Study shall be implemented for all Teamsters-represented bargaining unit employees. Additionally, retroactive pay/wage increases for all Teamsters-represented bargaining unit employees, including but not limited to the two employees mentioned above (i.e. Josiah Gomberg and Tempe Parks), shall be applied retroactively back to July 1, 2025.

If the foregoing constitutes our shared understanding, kindly execute a copy of this letter in the space provided below, and it shall become a binding agreement by and between the parties.

Sincerely,

CITY OF ASHLAND

Sabrina Cotta
City Manager
Date: _____

ACCEPTED AND AGREED TO:

TEAMSTERS LOCAL UNION NO. 223

Austin DePaolo
Principal Officer
Date: _____

Collective Bargaining Agreement

The City Of Ashland, Oregon
and
The Ashland Firefighter's Association Local #1269
International Association Of Firefighters



July 1, 2022 – June 30, 2025

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PREAMBLE

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the City, and the Ashland Firefighters Association Local #1269, International Association of Firefighters, hereinafter collectively referred to as the Union. Unless indicated otherwise, references to the "City" shall include the City's elected officials, the City Manager or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to those employees of the Ashland Fire and Rescue Department, Ashland, Oregon, as listed in "Appendix A" but excluding supervisors, confidential employees, volunteer firefighters, part time employees, seasonal 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 XIV of this Agreement.

"Part time employee" shall mean persons working a fraction of the normal working week or shift, but normally following a predetermined pattern of working hours.

"Seasonal employee" shall mean persons working for summer employment, not exceeding four (4) consecutive months.

"Temporary employee" shall mean persons appointed for a limited period of time, not to exceed one (1) year, e.g. college "sleepers", or, in the case of student firefighters, up to two (2) years.

ARTICLE I - RECOGNITION AND NON-DISCRIMINATION

Section 1. 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 in the bargaining unit described immediately above.

Section 2. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, creed, color, sex, age or national origin, sexual orientation, gender identity, marital status, mental or physical disability or other protected status, unless based upon a bona fide occupational qualification in accordance with applicable law. 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 in this Agreement. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to representthemselves in individual personal matters.

ARTICLE II - UNION SECURITY AND CHECKOFF

Section 1. Union Security.

The terms of this Agreement apply equally to all employees in the bargaining unit. Among other things, membership dues pay for services provided by the union. The Union shall provide to the City a list identifying the employees who have provided authorization for the City to deduct wages from the employee's pay to pay membership dues, fees and any other assessments or authorized deductions to the Union. The City shall rely on the list to make the deductions and to remit payment.

Any bargaining unit employee who does not want to be a member of the union, but who nonetheless wants to pay for services provide by the union, has the option to pay voluntary fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Union to direct the City to deduct from their pay voluntary fees in an amount equal to union dues charged.

Section 2. Check Off.

Upon receipt of a list of employees from whose pay union dues, fees and the like should be deducted, the City agrees to deduct the regular initiation fee and regular dues uniformly required of members of the Union, and remit such deduction within fifteen (15) days after the conclusion of the regularly scheduled fourteen (14) day pay period, to the official designated by the Union in writing to receive deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee may be revoked by the employee upon written request. Upon written notification by the Union of a check off error, the City will make adjustments within sixty (60) days following such notification.

Section 3. 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 Article II, Sections 1 and 2.

ARTICLE III - MANAGEMENT RIGHTS

Union recognizes that it is the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which 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, but such rights must be exercised consistent with the other provisions of this Agreement. Those 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, cross-train and direct the performance of duties by employees; to determine staffing needs and schedules.
4. To discipline or discharge regular employees for just cause and probationary employees at its discretion.
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.
8. To determine the content of job classifications, the minimum qualifications for hire and promotion and the criteria for performance evaluations.
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 PROHIBITION

Section 1. No Strike.

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any authorized 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 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. Union Effort – Return to Work.

In the event of an unauthorized 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 matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. No Lockout.

The City agrees not to engage in a lockout of any bargaining unit member of the Ashland Fire Department as a consequence of a 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 Jr. Birthday (3rd Mon. in Jan.)
- Washington's Birthday (3rd Mon. in Feb.)
- Memorial Day (last Mon. in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Mon. in Sept.)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thurs. in Nov.)
- Day after Thanksgiving (Friday)
- Christmas Day (December 25)

Any day declared to be a holiday by the President, Governor or Mayor.

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 leave, sick leave, or other leave with pay when a holiday occurs, the holiday, not the authorized leave, shall be charged.

Section 2. Holiday Compensation.

The City shall establish a bank of holiday hours accrued by employees throughout the fiscal year which may be used by the employee to take time off throughout the year if operational

needs are met. Accrued hours of holiday leave may be used in increments of 12 hours only, from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m.

If any time remains in this bank at the end of the first pay period in December, the remainder will be paid out at the employee's present rate of pay and will be included in the first paycheck in December. On the first business day of the following pay period the holiday bank will be recharged for the following 12 months.

In the event an employee leaves the City's employment before the end of the fiscal year for which holiday pay is granted, eleven and two-tenths (11.2) hours pay shall be deducted from their final paycheck for each holiday which has not yet occurred.

Personnel on a forty (40) hour workweek shall receive all recognized holidays off.

ARTICLE VI - VACATIONS

Section 1. Eligibility.

Eighty-four (84) hours of paid vacation leave, (the first six months of accrual at fourteen (14) hours per month), shall be front-loaded in the vacation leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate use. In the event employment terminates before six (6) months, the City will deduct from the employee's final paycheck the value of any vacation leave used over actual accrual.

For all employees who have successfully completed their first six months of continuous service, vacation leave with pay shall accrue on a monthly basis in accordance with the following schedule:

- Employees with less than four (4) full years of continuous service shall accrue fourteen (14) hours of vacation credit for each full calendar month worked.
- Employees with more than four (4), but less than nine (9) full years of continuous service, shall accrue eighteen (18) hours of vacation credit for each full calendar month worked.
- Employees with more than nine (9), but less than fourteen (14) full years of continuous service, shall accrue twenty-two (22) hours of vacation credit for each full calendar month worked.
- Employees with more than fourteen (14), but less than nineteen (19) full years of continuous service, shall accrue twenty-six (26) hours of vacation credit for each full calendar month worked.
- Employees with more than nineteen (19), but less than twenty-four (24) full years of continuous service, shall accrue twenty-eight (28) hours of vacation credit for each full calendar month worked.
- Employees with more than twenty-four (24) full years of continuous service shall accrue thirty (30) hours of vacation credit for each full calendar month worked.

Section 2. Continuous Service.

Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the time spent by an employee in active employment or on paid leave. Time spent on leaves which are not paid by the City will not be counted as a part of continuous service for accrual purposes, but employees returning from such leaves and from layoff status shall be entitled to credit for service prior to the leave.

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. 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. To prevent loss of accrued vacation, line employees must take leave in increments of no less than twelve (12) hours (one half of a 24-hour shift), employees usually scheduled to work a five-day, 40-hour workweek must take leave in increments of not less than eight (8) hours (equivalent to one 8-hour shift).

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 without a supervisor's written approval.

Section 4. Scheduling.

Vacation times shall be scheduled by the City based on its judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to be granted vacation time off in accordance with the following: Employees shall be permitted to request vacation time off either on a split or an entire basis. Vacation shall be selected on the basis of seniority; provided, however, employees will be permitted to exercise their right to select vacations by seniority only once annually. The vacation schedule shall be posted annually as of November 1st and employees shall exercise their choice by bidding in seniority. There may be up to a total of two (2) employees on vacation or compensatory time off at any given time. The list shall be closed as of December 1st and subsequent changes shall be made only by mutual consent of the parties. Scheduling of vacation periods, to the extent consistent with operation requirements of the City and vacation credits of the employee, shall be in increments of twelve (12) hours only and shall be taken from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m. only. Vacation or comp time requests that occur within 72 hours (short notice) of an employee's regularly scheduled shift shall only be granted if the request does not incur any overtime for the City.

Section 5. Payment on Termination.

In the event of death, termination or other separation of employment of an employee during the initial twelve (12) months of their employment, vacation is not considered earned and no payment in lieu of vacation shall be made. In the event of death, retirement, termination or other separation of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as 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. An employee shall be eligible to take accrued vacation time off with pay after one (1) full year of continuous service with the City. Vacation time off with pay shall be accrued on a monthly basis in accordance with the following schedule:

ARTICLE VII - HOURS OF WORK

Section 1. Work Schedules.

Shift employees will be assigned to work regular shifts consisting of a 48/96 schedule, totaling a maximum of 106 straight-hours over a (14) day cycle. Consistent with operating requirements, shift employees shall be scheduled to work on regular work shifts, during this fourteen (14) day cycle and each shift shall have regular starting and quitting times.

Work schedules showing the employee's shifts, workdays and hours shall be electronically communicated for thirty (30) days prior to their effective date via current staffing software. Except for emergency situations and for the duration of the emergency, and in case of staffing shortages caused by unnoticed or short-noticed employee absences, changes in work schedules shall be electronically communicated to employees seven (7) days prior to the effective date of the change.

Employees on a forty (40) hour workweek shall normally be scheduled to work forty (40) hours within each seven (7) day period beginning on Saturday at 12:00:00 a.m. and ending the following Friday at 11:59:59 p.m.

Section 2. Shift Transfers.

- (a) No regular employee shall suffer a loss of pay, due to a lesser number of scheduled hours of work as a result of an involuntary transfer from one shift to another shift.
- (b) In the event the City determines a shift transfer is necessary, the City will first ask for volunteers; if no one volunteers; the transfer will be made based on positional seniority and operational necessity. The City will provide 14 days' notice prior to the transfer's effective date unless the transfer is due to emergent operational requirements or accommodations for firefighter shift requests.

ARTICLE VIII - SICK LEAVE

Section 1. Accumulation.

Ninety-six (96) hours of paid sick leave, (the first six month of accrual at sixteen (16) hours per month), shall be front-loaded in the sick leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate use. In the event employment terminates before six (6) months, the City will not seek to recover any sick leave hours taken during the first six months.

For all employees who have completed their first six months of continuous service, paid sick leave shall be earned by regular and probationary shift employees at the rate of sixteen (16)

hours for each calendar month of service. Sick leave may be accumulated to a total of twelve hundred and forty-eight (1,248) hours and must be taken for purposes specified in Section 2 below, as a condition to any sick leave payment. Personnel regularly assigned to a forty (40) hour work week shall accumulate eight (8) hours for each calendar month of service to a maximum of seven hundred twenty (720) hours.

Section 2. Utilization for Illness or Injury.

Employees may utilize their sick leave for any purpose stated in Appendix F "Purposes for the Use of Sick Leave". In such event, the employee shall notify their immediate supervisor of their need to use sick leave as soon as possible up to ten (10) calendar days prior to the beginning of the scheduled regular work shift from which they will be absent, unless unable to do so because of the serious nature of injury or illness.

Medical verification by a qualified health care provider of the need of an employee to use sick leave may be required at the option of the City, for absences of more than three consecutive scheduled workdays and/or prior to allowing the employee to return to work.

If the Fire Chief or their designee suspects that an employee is abusing sick leave, including engaging in a pattern of abuse, the Chief or designee may require verification from a health care provider of the need of the employee to use sick leave, regardless of whether the employee has used sick leave for more than three consecutive days. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays. The City shall bear the reasonable cost for providing medical verification or certification required under this section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

Section 3. Integration with Worker's Compensation.

When an employee becomes absent due to an occupational illness or injury that is the basis of an accepted workers compensation claim, the City's obligation to pay under this sick leave article is limited to the difference between any payment received for time loss benefits under Worker's Compensation laws and the employee's regular pay. In such instances, one third (1/3) charges will be made against accrued sick leave.

Section 4. Sick Leave Without Pay.

Upon application by the employee, sick leave without pay may, in the City's sole discretion, be granted by the City Manager for the remaining period of disability after accrued sick leave has been exhausted. The City Manager may require that the employee submit a certification from a physician periodically during the period of such disability, and before returning to work. After accrued sick leave has been exhausted, an employee may elect to use accrued vacation and/or compensatory leave for sick leave. Employees using sick leave are responsible to keep track of their accruals and uses of sick leave hours reported on every pay stub. An employee must file a written request for sick leave without pay to the Fire Chief, fourteen (14)

calendar days before paid leave is exhausted, otherwise he shall be considered as having resigned their position with the City.

Section 5. Pay for Unused Sick Leave.

Members of the bargaining unit may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 64 hours) as cash on the first payroll in December. If deferred compensation is elected as an option, the employee must notify payroll via email when payout forms are due. The unused portion of sick leave will be added to the employee's sick leave balance. **Employees who use 48 hours or less sick leave per year will be entitled to the maximum payout of 64 hours.**

Examples of how payment for unused sick leave will be calculated:

Annual Accrual:	192	192	192	192
Sick leave hours used during the year:	100	30	10	52
All employees are entitled to use up to 48 hours without impacting their sick leave incentive under Oregon Sick Leave Law.	48	48	48	48
Hours used <u>up to 48/year</u> are added back for the purpose of calculating the sick leave incentive. Calculation:	$192 - 100 = 92 + 48 = 140 / 3 = 46.67$	$192 - 30 = 162 + 30 = 192 / 3 = 64$	$192 - 10 = 182 + 10 = 192 / 3 = 64$	$192 - 52 = 140 + 48 = 188 / 3 = 62.67$
Balance that can be cashed out (Max 64 hours):	46.67	64	64	62.67

Section 6. Unused Sick Leave at Termination.

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 their death or termination or other separation of employment for whatever reason, except as provided in ARTICLE XVII, Section 2. Sick leave shall not accrue during any period of leave of absence without pay.

ARTICLE IX - BEREAVEMENT LEAVE

Section 1. Bereavement Leave.

An employee shall be granted two (2) working shifts (two work days for forty hour personnel) funeral leave with regular pay in the event of death of a family member of the employee. For the purpose of bereavement leave, "family member" shall be defined as spouse, parents, grandparents, children, brothers and sisters of the employee and the parents, children, brothers, sisters and grandparents of the employee's spouse. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

With limitations, bereavement of a deceased family member is also a permissible use for paid sick leave and unpaid OFLA leave.

Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer, irrespective of whether the deceased is a family member.

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 the Fire Chief or their designee has determined that the operation of the Department will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing, and submitted to the Fire Chief or their designee thirty (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 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 by them for such jury service. Upon being excused from jury service for any day, an employee shall immediately contact their supervisor for assignment for the remainder of their or her 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 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 he 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. The regular overtime rate, if applicable, shall apply to employees who are off duty, provided that any compensation he may receive as witness fees shall be paid over to the City.

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.

Employees selected by the Union to attend collective bargaining sessions between the Union and the City shall not suffer a loss of pay or benefits as a result of attendance at such meetings. However, all efforts shall be made to schedule such meetings so as not to affect the staffing or operation of the Department. Not more than three (3) members shall be allowed this time off for any one meeting. In no event shall attendance at bargaining sessions produce an overtime obligation on the City.

During collective bargaining sessions, bargaining team members may trade time without the application of ARTICLE XVI, Section 12, parts (d) and (e), and further without any records being kept by the City as to trade time debts between employees during such sessions.

Section 6. Educational Leave.

After completing one (1) year of continuous service, an employee, upon written request to the Fire Chief or their designee, and if the leave does not unduly burden fire operations, may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through enrollment in education courses which, in the sole discretion of the Chief or designee, directly relates to, and which will enhance the performance of the employee's duties. 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 Fire Chief or their designee. One year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Replacements shall be considered temporary employees.

Employees shall 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 or approved by the Fire Chief or their designee.

Section 7. Military Leave.

Military leave shall be granted in accordance with ORS 408.290 and federal law. For the purpose of this benefit, the City shall recognize the federal fiscal year of October 1 to September 30.

Section 8. Failure to Return from Leave.

Any employee who is granted a leave of absence and who 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 requested an extension and furnished

evidence that he is unable to work by reason of sickness, physical disability, injury or other legitimate reason beyond their control.

ARTICLE XI - COMPENSATION

Section 1. Pay Schedule.

Employees shall be compensated in accordance with the pay schedules attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement.

Engineer, Captain, and Battalion Chief pay will be calculated based upon Top Step Firefighter EMT-Basic pay. Appendix B will reflect the following:

- (a) Engineers will receive an additional:**
 - 3% for the first year (Step 1)
 - 6% for the second year (Step 2)
 - 9% thereafter (Top Step)
- (b) Captains will receive an additional:**
 - 12% for the first year (Step 1)
 - 15% for the second year (Step 2)
 - 18% thereafter (Top Step)
- (c) Battalion Chiefs will receive an additional:**
 - 21% for the first year (Step 1)
 - 24% for the second year (Step 2)
 - 27% thereafter (Top Step)

When any position not listed on the pay schedule that is appropriate for inclusion in the bargaining unit 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 ORS 243.698.

Section 2. Pay Periods.

Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:00:00 AM on Saturday and ending on the 14th day (Friday) at 11:59:59 PM. Pay days shall be on the Friday following the close of each pay period.

- a) Due to three shifts, regular hours are estimated: 106 hours is the average for a 14-day period.
- b) Due to three shifts, FLSA hours are estimated: 6 hours is the average for a 14-day pay period.

- c) All other hours, such as premium pay (overtime, out of class, call backs) are based on actual hours worked and paid accordingly.
- d) Any leave, such as Vacation, Holiday, Sick or Comp Time, that are used during the 14-day period reduce the average hours paid.

Section 3. Overtime.

- (a) 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. Except as provided in Article XVI, Section 12, shift employees shall be compensated at the rate of one and one-half times their regular rate for work performed outside their regularly scheduled straight-time shifts of 106 hours during a fourteen (14) day cycle as set forth in ARTICLE VII, Section 1. Employees usually scheduled to work a 40-hour workweek shall be compensated at overtime rates for all hours worked in excess of forty (40) hours within each workweek as defined in ARTICLE VII Section 1.

For shift employees, overtime may result from scheduled overtime, as well as callbacks and hold-overs as follows:

Call-Back Overtime. For call-back notice of less than 10 hours, employees called back to work shall be paid at the double time rate for one hour, (even if less than one hour is worked), then paid at the rate of time and one half for time worked after the first hour until the beginning of the employee's regular scheduled work shift.

Scheduled Overtime. Scheduled overtime is defined as required overtime work of which the employee received notification via the Fire Department's text/phone messaging system no less than ten (10) hours prior to the reporting time specified, and shall be compensated at one and one-half (1-1/2) times their regular rate of pay. Scheduled overtime also includes work performed in excess of 204 hours in a twenty-seven (27) day cycle that is scheduled by the Department. Such time worked shall also be compensated at one-and-one-half (1-1/2) times an employee's regular rate.

Hold-Over Overtime. Holdover overtime is defined as required overtime work for which an employee is required to remain at work beyond their regular work shift or workday and shall be compensated at one and one-half (1-1/2) times the employee's pay. In no event shall overtime compensation be received twice for the same hours worked.

- (b) Compensation for authorized overtime shall be paid in the form of pay at the applicable rate or banked as compensatory time off. All overtime shall be recorded by the employee and must be approved by the Fire Chief or designated supervisor.
- (c) For purposes of the Company overtime under the Federal Fair Labor Standards Act and state statute only, authorized leave with pay shall be considered hours worked.
- (d) Overtime may be taken in the form of compensatory time off in lieu of paid compensation. Such time off shall be approved by the Fire Chief and shall not be unreasonably withheld. The Fire Chief may withhold approval when the complement

of employees has been temporarily reduced due to scheduled vacations, or other previously approved leaves for other employees on that shift. There may be up to a total of two (2) employees on compensatory time off or vacation, at any given time. Permission for such time off must be requested from the affected shift's Battalion Chief at least forty-eight (48) hours in advance of the time off. Compensatory time shall be taken off as a 12-hour block between 8:00 a.m. and 8:00 p.m., or as a 12-hour block between 8:00 p.m. and 8:00 a.m. and shall not unduly disrupt operations of the Fire Department. Provided, however, that the compensatory time off may not be taken by virtue of hours worked in excess of 53 and less than 57 in a work week. The maximum compensation time that may be accrued is 112 hours (80 hours for 40 hour employees).

Section 4. EMT Certification.

The City and the Union recognize the need to have highly trained employees to operate the City's rescue equipment and to respond to medical emergencies. To this end, the City and the Union agree as follows:

Emergency Medical Technician-B (EMT-B) certification shall be the mandatory minimum level of certification required for all positions in the bargaining unit.

- (a) The employee shall be responsible for continuing to maintain the required level of EMT certification as a condition of continued employment.
- (b) The City will pay expenses associated with mandatory EMT re-certifications and other mandatory certifications. Such expenses may include transportation and travel costs, application and test fees, registration fees, etc. The City will decide how many employees will be involved at any one time due to budgeting and staffing requirements.
- (c) Except as otherwise provided in this Agreement, certified Emergency Medical Technician Paramedics (EMT-P's), shall be compensated at 11.75% of Top Step Firefighter EMT-Basic pay.

This amount shall be incorporated into the base wage schedule set forth in Appendix B. If any individuals achieve a higher level of certification, the City will pay the premium pay for the higher level.

Section 5. Working Out of Classification.

When an employee is required to work in a higher job classification for at least two (2) hours or more, he/she shall receive the pay rate for the higher classification for time worked in a higher classification until the return to their previous job classification. If an employee takes vacation, sick leave or other paid time off while working in a higher classification and returns to the higher classification, he/she shall be paid their regular position's salary rate for such vacation and sick-leave. The Fire Chief may assign an employee to acting in assignments. Subject to the foregoing, the rate of pay shall be the entry level salary established for the higher position or the next level salary if the entry level salary is less than the rate of pay earned in the lower classification.

Section 6. Educational Expense Reimbursement.

The City shall pay the cost of books and tuition for successfully completed, job-related courses which have been approved in advance by the Fire Chief. In the event that an employee leaves City service sooner than two years after completion of the course(s), the amount paid by the City will be deducted from the employee's final paycheck to the extent the deduction does not reduce the employee's wages below legal minimums. If the deduction is not sufficient to fully reimburse the City, the employee shall be responsible to make a direct payment in the amount of the differential.

Section 7. Mileage.

Employees required to report for special duty at any location outside of the City or required to transfer mid-shift to a location other than their normal reporting station and who are required to use their personal vehicle for transportation to such location shall be compensated for the extra distance driven at the rate established by the City. The mileage for outside of city locations will be the lesser of actual miles traveled or the distance from City Hall to the location of the special duty. Personal vehicle use will only be allowed if a department vehicle is not available. Such mileage reimbursement shall be per City reimbursement process.

Section 8. Haz Mat Team.

Should the City choose to participate in the regional HAZMAT program, the City and the Union agree to bargain the impact of that change.

Section 9. Field Training Paramedic Program.

Should the City participate in a Field Training Paramedic (FTP) Program, each employee assigned by the department as an FTP will be paid an additional 5% of their base hourly wage per shift (24-hour period). A minimum of one FTP shall be assigned per shift. To be eligible to participate as an evaluating FTP, the FTP must have successfully completed the DPSST FTP training program.

Section 10. Educational Incentive Program.

Employees may receive additional compensation for formal education or education attained through achieving DPSST Certifications by rank. Education incentives cannot be combined, and shall not exceed 3%. Program details are contained in Appendix D.

<u>Formal Education Incentive</u>	<u>DPSST Certification (by rank)</u>
Bachelor's Degree, 2%	DPSST Tier 1, 2%
Masters' Degree, 3%	DPSST Tier 2, 3%

Section 11. Physical Fitness Incentive Program.

Employees may receive additional compensation for completing the Voluntary Physical Fitness Exam as described in Appendix "E."

Section 12. Fire Academy Lead Incentive.

Should the City establish a Fire Academy for new hires, an employee serving as the lead instructor in it shall be paid an additional 5% of their base hourly wage per hour that they are reassigned to this role.

Section 13. Longevity Pay.

The City agrees to pay employees a longevity incentive. The longevity incentive will be paid out on the first payday of December each year in the following amounts:

5 years through 9 years of service:	\$1,000
10 years through 14 years of service:	\$1,750
15 years through 19 years of service:	\$2,500
20 years of service and thereafter:	\$3,250

ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 1. Just Cause for Discipline.

No regular employee as defined in ARTICLE XIV, Section 4, may be disciplined except for just cause and after due process. Disciplinary action may be imposed upon any employee for failing to fulfill their or her responsibilities as an employee. Conduct reflecting discredit upon the City or Department or which is a direct hindrance to the effective performance of the 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 political activities forbidden by law.

Section 2. Grounds for Discipline.

Discipline for just cause may include the following:

1. Verbal reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion;
5. Discharge.

Section 3. Paid Administrative Leave, Verbal Reprimands.

An employee may be placed on administrative leave, with pay, while the conduct of the employee is investigated. If the employee is cleared completely, they will be immediately reinstated from administrative leave.

Verbal reprimands shall be identified as such in advance, shall not be grievable, and any reference to a verbal reprimand shall be retained in an employee's file for no more than two years after it occurs.

Section 4. Written Notice of Suspension.

In any case of suspension, a written notice of the charges against the employee, and grounds for suspension shall be supplied to the Union and affected employee. Any disciplinary action that is protested, shall be protested only as grievance through the regular grievance procedure.

Section 5. Written Reprimands.

No written reprimand shall be removed from an employee's personnel file if the conduct reprimanded is directly referenced in subsequent discipline as relating to or being of the same kind or character. Absent discipline that references such a prior reprimand, after two (2) years from the date a written reprimand is issued, and upon the affected employee's request, the reprimand shall be removed from the employee's personnel file.

Section 6. Discharge Within 12 Months Not Grievable.

An employee having less than twelve (12) months continuous service shall serve at the discretion of the City. Discharge from employment within that period, with or without cause, shall not be grievable.

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, provided however, the time limits can be extended by mutual consent of the parties. Once a grievance has been filed in writing it may not be changed except as to facts.

STEP I (Informal). The affected employee shall discuss the problem with the Fire Chief or their designee within fourteen (14) calendar days of its occurrence. The discussion shall include factual details of the incident, the section of this Agreement allegedly violated and the specific remedy requested. The City shall have the fourteen (14) calendar days to attempt to resolve the matter and shall answer the

employee either verbally or in writing. If the problem is not resolved within the fourteen (14) calendar days, it may proceed as a grievance to the second step.

STEP II. If the problem has not been settled between the affected employee and the Fire Chief or their designee, it may be presented as a grievance in writing by the Union representative to the Fire Chief within fourteen (14) calendar days 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 Fire Chief shall respond to the Union representative in writing within fourteen (14) calendar days after receipt of the grievance.

STEP III. If the grievance still remains unadjusted, it may be presented by the Union to the City Manager or their designee(s) within fourteen (14) calendar 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 fourteen (14) calendar days.

STEP IV. If the grievance is still unsettled, either party may, within fourteen (14) calendar days after the reply of the City Manager is due, by written notice to the other, request arbitration of the dispute under STEP V.

STEP V. If the grievance is still unsettled, either party may within fourteen (14) calendar days of the decision of the City Manager or their designee, 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 Oregon Employment Relations Board shall be requested to submit a list of five names of Oregon and/or Washington arbitrators. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a prehearing conference and shall prepare a submission agreement regarding the specific issue(s) 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) calendar 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, and 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 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 proceeding, it may cause such 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.

The arbitrator shall retain jurisdiction over the grievance for up to forty-five (45) days after delivery of their decision and any award to the parties to hear and answer requests for clarification or to hear and decide any post-decision motions. The

parties shall have up to but no more than twenty-one (21) calendar days from delivery of the decision to file such requests or motions.

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 1 above, shall not interfere with their or other employees' regular work assignments as employees of the City. On-the-job contacts between stewards and an aggrieved employee shall be made so as not to interfere with or disrupt regular Fire Department operations and with the consent of the Fire Chief or their designee. Requests for such contacts shall not be unreasonably denied, but shall be limited to a total of no more than six (6) hours per month. Union stewards shall not solicit, or "shop" for grievances while on duty. Time allowed to be authorized for contacts between stewards and an aggrieved employee under this Article shall be used to solve problems, not to encourage them. Stewards shall make every effort to attempt to make contacts during their off duty hours.

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 in the matter of layoff and recall. In the event of a layoff, such a laid off employee may exercise their seniority to bump into a lower job classification within the Department, provided he is qualified to perform the work. To prevent unnecessary disruption and delays, employees must exercise their bumping rights in writing within fourteen (14) calendar days of receipt of notice of layoff. Recall from layoff shall be in the reverse order of seniority, provided the recalled employee is qualified to perform the work.

Seniority shall continue to accrue during:

- (a) Authorized sick leave or disability leave up to ninety (90) calendar days;
- (b) Vacation leave;
- (c) Educational leave approved by the City;
- (d) Military leave as specified in ARTICLE X Section 8;
- (e) Bereavement leave;
- (f) Jury duty;
- (g) Promotion to a supervisory position outside of the bargaining unit for six (6) months;

Section 2. Suspension of Seniority.

Seniority shall be retained, but shall not continue to accrue during:

- (a) Authorized sick leave or disability leave in excess of ninety (90) days;
- (b) Educational leave requested by the employee;
- (c) Military leave in accordance with law;
- (d) Election to a full time paid Union office up to one (1) year, renewable upon application; and
- (e) Other authorized leaves of absence of up to one (1) year.

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 without notification to the Fire Chief or their designee, by the beginning of their next regularly scheduled work shift; (4) Is laid off and fails to report to work within five (5) 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 after 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) Retires.

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 position, 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 retroactively 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.

Termination of a probationary employee shall not be subject to the grievance procedure under ARTICLE XIII.

Section 5. Layoff and Recall

Recall from layoff exceeding three (3) shifts shall be by certified letter sent to the employee at their last known address furnished to the City by an employee. It is the sole responsibility of laid-off employees to assure that the City is informed of any changes to their mailing addresses. The City may also use any means to return an employee sooner. The City may require the successful completion of a medical-examination as a prerequisite to returning an employee to work following a layoff, at City expense.

ARTICLE XV - PROMOTIONS

Section 1. Testing.

No employee shall be promoted from one rank to another without first having passed a promotion examination. Promotion examinations shall be based upon ascertained merit and standing upon examination. Promotional opportunities shall be posted for at least thirty (30) calendar days prior to the beginning of the testing procedure. In the event that a change in staffing dictates noticing of less than thirty (30) calendar days, the Fire Chief will contact the Association President and discuss the reasons for providing less than thirty (30) calendar days. Whenever a promotional examination is given, the notice announcing such examination shall state: the passing score on all parts of the examination; the relative weight of each part of the examination and the length of time the eligibility list established by the examination process will be effective.

Section 2. Eligibility.

It shall be a prerequisite that any applicant for examination for a position or classification above that of firefighter in the bargaining unit shall have had service for at least two (2) years for Engineer, and three (3) years for Captain, and five (5) years for Battalion Chief in the Fire Department of the City of Ashland. In addition, applicants cannot be eligible to test for a position unless they have passed and are in good standing on the promotion list for the position directly below the position in which they are testing for.

Promotional vacancies for classifications listed in "Appendix A" may be filled from outside the Ashland Fire Department only in the event of the following:

- (a) If, after posting a promotional opportunity in accordance with Section 1 of this Article, the City receives no notices of intent to participate as outlined in Section 3 of this Article;
- (b) For the Engineer classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two employees within the bargaining unit deemed qualified for the position by virtue of test scores.
- (c) For the Captain classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two (2) employees within the bargaining unit deemed qualified for the position by virtue of test scores.
- (d) For the Battalion Chief classification, if it is found that, after testing in accordance with the terms of this article, there are not at least two (2) employees with the bargaining unit deemed qualified for the position by virtue of test scores.

Section 3. Procedure.

Employees must submit in writing to the Fire Chief or their or her designee, their intent to participate in the testing procedure not later than ten (10) calendar days prior to the test date. The content of the examination shall be limited to measuring of skill, technical

knowledge and level of self-development attained for the classification sought by applicants. When examinations are given, the examination board will be made up of panelists from outside the Ashland Fire Department. Two Chief Officers from the Department will provide comments on the accuracy of applicant statements.

3.1 Promotional Process

Candidates will be provided with advanced notice of the grading & scoring criteria which will be used in the assessment process.

3.2 Promotional Process Summary

Each candidate who participates in a promotional process for a position covered by this agreement shall be provided with a promotional process summary which will include constructive feedback from the panelists involved.

Section 4. Credit for Seniority.

In the event two (2) or more applicants are equally qualified by virtue of identical test scores, seniority shall govern placement on the promotional list.

Section 5. Promotional List.

Promotional lists shall be established from test scores, with number one on the list being that employee who had the best or top overall score. The list will serve to advise each applicant of their standing relative to the outcome of the testing procedure.

Section 6. Appointment.

When the City desires to fill a vacancy, the candidates who appear on the promotional list will go through a chief's interview process that will consist of peer evaluations and a final panel interview prior to selection. To unsuccessful candidates, the Fire Chief will provide their reasons for such determination in writing. Unsuccessful candidates who are bargaining unit employees may ask for a meeting with the Chief for feedback on what skills, experience or training may improve the candidates qualifications for the position in the future.

Section 7. Promotional Probationary Period.

Regular employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) full months. 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. Such demotion shall not be considered a disciplinary action. The reasons for demotion shall be supplied in writing to the demoted employee within 48 hours after the demotion.

Section 8. Voluntary Stepdown.

- a. Within the first 12 months of their official promotion date, an employee promoted to a classification as high as Battalion Chief may voluntarily stepdown to a lower classification.
- b. 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.
- c. If the individual is stepping down multiple classifications, they will be placed at the top of the active promotional list for the job classification immediately below their previous position. If, however the employee did not hold that position for more than a year prior to being promoted, or did not pass probation prior to their subsequent promotion, they will be placed at the bottom of the active promotional list.
- d. In the event the employee is not promoted prior to the expiration of the above-mentioned list, and if the employee wishes to pursue future promotional opportunities, that employee will be required to retest.

Section 9. Demotion.

If, after investigation, it has been determined that appropriate discipline includes demotion, the affected employee will enter into the job classification of the employee taking over their now vacant position.

The demoted employee will not retain positional seniority in their new job classification. This individual will not be eligible to be placed on promotional lists for 2 years after the day their demotion becomes official.

In the event discipline is based on charges indicating a lack of fitness for supervisory authority (Battalion Chief or Captain), and in the event the demoted employee is to be replaced by another employee who currently fills such a role, the demoted employee will be moved to a position below Captain. The demoted employee will be moved to Engineer only if an Engineer position becomes vacant within 60 days of the demotion's effective date. The employee will otherwise be assigned as a Firefighter.

Regardless of their final disposition, the demoted employee will not be eligible for promotion to a supervisory role for 4 years after the day their demotion becomes official.

ARTICLE XVI - GENERAL PROVISIONS

Section 1. 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 posting 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

In addition, the Union may post one IAFF sign, and may use the dayroom for Union meetings, provided they first secure permission from the Captain.

Section 2. New Hire Meeting.

The City agrees to schedule one hour during a newly hired employee's first full 40-hour work week a meeting with the union president and/or designee. For the purpose of discussing union membership and any other union business deemed necessary.

Section 3. Visits by Union Representatives.

The City agrees that accredited representatives of the International Association of Firefighters and the Oregon State Firefighters Council, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purposes of assisting in the administration of this Agreement, if they first obtain permission to do so from the Fire Chief or their designated representative.

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.

It is understood and agreed that there exists within the Fire Department certain established working conditions which constitute employment relations under ORS 243.650 through 243.782 which shall continue in effect for the term of this Agreement, unless or until changed by mutual agreement of the parties, or by the City in accord with its prerogatives stated elsewhere in this Agreement, or as required by appropriate State or Federal laws, orders or regulations. In case of changes by other than mutual agreement, the Union shall be notified as soon as practicable of a change or proposed change.

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 written work rules, 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.

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:

- (a) The need for mentally and physically alert City employees;
- (b) Insulating employees from potential conflict of interest situations;
- (c) 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.

Outside employment may not limit or restrict the employee from being called back to duty by the Chief or their designee, when they deem it necessary for the health, safety and welfare of the City.

Section 8. 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 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 reason, or where the work load 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 articles shall be provided by the City. Lost protective clothing or devices, or damage to protective clothing or devices due to negligence, shall be reimbursed to the City by the employee. Failure of an employee to wear required uniforms, protective clothing, or use protective devices as prescribed by the City shall be cause for disciplinary action as set forth in ARTICLE XII. Loss or damage to personal items owned by the employee shall be the responsibility of the employee.

Section 10. Position Classification.

The general classifications of labor which shall be recognized throughout this Agreement shall be those set forth in Appendix A.

Section 11. Personnel Files.

Employees shall have the right to:

- (a) Inspect their official personnel records kept in the office of the Personnel Director on a quarterly basis.
- (b) Acknowledge the placement of new materials in their files.
- (c) Challenge or reply to materials which the employee believes to be obsolete or otherwise inappropriate for evaluation, promotion, or retention.

Section 12. Shift Trades.

The City shall allow shift trades provided that:

- (a) Such trades are applied for using department approved (staffing program's) electronic form;
- (b) Permission is granted by the affected shifts' supervisor prior to the shift to be traded. Such permission shall not be unreasonably denied;
- (c) The City shall not be liable for payback of a shift or shifts traded or overtime worked as a result of such trades;
- (d) Trades shall not interfere with the operations of the Fire Department. This section shall be interpreted to include protection of paramedic staff. Scheduled trade paybacks shall not be satisfied through the use of vacation leave, compensation time or other leave, only hours worked
- (e) Trades shall occur only between employees of the same job classification, or between equally qualified employees.

Section 13. Temporary Employees.

Temporary positions will be allowed in the bargaining unit under the following conditions:

- a) Temporary positions can only be filled by active Ashland Firefighter Association members that are in good standing.
- b) Persons placed into temporary positions will remain an active Ashland Firefighter Association member and continue to pay dues accordingly.
- c) Temporary positions will have a clear ending date up to a maximum of three (3) months.
- d) Temporary employees are only allowed to fill the last position they held in the bargaining unit.
- e) Upon appointing a temporary position, the City of Ashland will provide the Ashland firefighters Association with a letter stating the temporary employee's position and the duration of the temporary assignment (end date).

ARTICLE XVII - HEALTH AND WELFARE AND RETIREMENT

Section 1. Health and Welfare. The Employee Health Benefits Advisory Committee including one (1) representative of the Ashland Firefighters Association shall meet at least (2) times per year for the purpose of reviewing program performance and providing feedback to the City Administration/HR on benefit programs.

Health benefits and other insurance will be provided to the IAFF represented employees under the same conditions and restrictions as provided to all other City employees. Adjustments to the health benefits plan may be made by the City. See Appendix C – Health and Welfare Benefits.

Section 2. 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. Upon retirement, one-half of accumulated sick leave will be applied to retirement as set forth in ORS 238.350. The City will also assume or pay the employee's contributions required by ORS for all employees included under this Agreement at a uniform rate of six (6) percent.

Section 3. 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. In addition, as an incentive to amend language regarding the provision of health insurance benefits to make clear the City has agreed to provide a health insurance package and not specific individual benefits, the City agrees to contribute \$25.00 per month to an eligible deferred compensation program for each member of the bargaining group.

ARTICLE XVIII - WORKERS' COMPENSATION

Section 1. Workers' 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.

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, as described in ARTICLE VIII, Section 4.

ARTICLE XIX - LIABILITY INSURANCE

The City shall purchase liability insurance as set forth in ORS 30.282 and containing such terms and conditions as are necessary 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.

ARTICLE XX - SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause.

Should any article, section, or portion thereof, of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful or 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.

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. The City shall not reduce 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 XXI - TERMINATION AND REOPENING

This Agreement shall be effective as of the 1st day of July, 2022 or upon execution, whichever is later, 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 nullifies and supersedes all previous documents including Letters of Understanding between the parties unless such documents are specifically reinstated for the duration of this Agreement.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not sooner than one hundred eighty (180) days nor less than ninety (90) 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 notice to modify is given, those provisions not reopened shall automatically renew. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after said notice, unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiation.

**Ashland Firefighters Association,
International Association of Firefighters,
Local #1269**

City Of Ashland, Oregon

By: Brandon Winwood
Brandon Winwood, President

By: Andrew Burns
Andrew Burns, Vice-President

Date: 8/3/23

By: Joseph Lessard
Joseph Lessard, City Manager

By: Tonya Graham
Tonya Graham, Mayor

Date: _____

APPENDIX A

CLASSIFICATIONS WITHIN THE BARGAINING UNIT

Firefighter
Fire Engineer
Fire Captain
Battalion Chief

APPENDIX B SALARY SCHEDULE

The City agrees to increase wages by 4.0% effective **July 1, 2022**, for all positions in the bargaining unit.

The City agrees to increase wages 4.0% **July 1, 2023**, for all positions in the bargaining unit and implement a Voluntary Fitness Incentive Program as outlined in Appendix "F".

The City agrees to increase wages 3.0% **July 1, 2024**, for all positions in the bargaining unit and implement a Voluntary Fitness Incentive Program as outlined in "Appendix F".

A detailed explanation of how incentives are calculated follows the Salary Schedule.

Effective 7/1/2022 - 4% COLA (FY 23)

- All Job Classes are NON-Exempt

Group/BU Code 4000

		Hourly	Monthly	Annual
Grade = 701 Fire 1	Step 0 - First 6 Months	\$22.5607	\$5,177.69	\$62,132
Positions in this grade:	Step 1 - Next 6 Months	\$23.7327	\$5,446.66	\$65,360
Firefighter EMT - B	Step 2 - Next 12 Months	\$24.9676	\$5,730.05	\$68,761
	Step 3 - Next 12 Months	\$26.1394	\$5,999.00	\$71,988
	Step 4 - Next 12 Months	\$27.3533	\$6,277.59	\$75,331
	Step 5 - Thereafter	\$28.5044	\$6,541.75	\$78,501
Grade = 702 Fire 2	Step 0 - First 6 Months	\$23.4158	\$5,373.94	\$64,487
Positions in this grade:	Step 1 - Next 6 Months	\$24.5878	\$5,642.91	\$67,715
Firefighter EMT - I	Step 2 - Next 12 Months	\$25.8227	\$5,926.30	\$71,116
	Step 3 - Next 12 Months	\$26.9945	\$6,195.25	\$74,343
	Step 4 - Next 12 Months	\$28.2084	\$6,473.83	\$77,686
	Step 5 - Thereafter	\$29.3595	\$6,738.00	\$80,856
Grade = 703 Fire 3	Step 0 - First 6 Months	\$25.9100	\$5,946.35	\$71,356
Positions in this grade:	Step 1 - Next 6 Months	\$27.0819	\$6,215.30	\$74,584
Firefighter EMT - P	Step 2 - Next 12 Months	\$28.3167	\$6,498.69	\$77,984
	Step 3 - Next 12 Months	\$29.4887	\$6,767.66	\$81,212
	Step 4 - Next 12 Months	\$30.7026	\$7,046.24	\$84,555
	Step 5 - Thereafter	\$31.8536	\$7,310.41	\$87,725
Grade = 7XX Fire 4	Step 0 - First 12 Months	\$29.3595	\$6,738.00	\$80,856
Positions in this grade:	Step 1 - Next 12 Months	\$30.2147	\$6,934.27	\$83,211
Engineer EMT - B	Step 2 - Thereafter	\$31.0698	\$7,130.52	\$85,566
Grade = 7XX Fire 5	Step 0 - First 12 Months	\$30.2147	\$6,934.27	\$83,211
Positions in this grade:	Step 1 - Next 12 Months	\$31.0698	\$7,130.52	\$85,566
Engineer EMT - I	Step 2 - Thereafter	\$31.9249	\$7,326.76	\$87,921
Grade = 706 Fire 6	Step 0 - First 12 Months	\$32.7087	\$7,506.66	\$90,080
Positions in this grade:	Step 1 - Next 12 Months	\$33.5638	\$7,702.90	\$92,435
Engineer EMT - P	Step 2 - Thereafter	\$34.4191	\$7,899.18	\$94,790
Grade = 7XX Fire 7	Step 0 - First 12 Months	\$31.9249	\$7,326.76	\$87,921
Positions in this grade:	Step 1 - Next 12 Months	\$32.7801	\$7,523.04	\$90,276
Captain EMT - B	Step 2 - Thereafter	\$33.6352	\$7,719.28	\$92,631
Grade = 7XX Fire 8	Step 0 - First 12 Months	\$32.7801	\$7,523.04	\$90,276
Positions in this grade:	Step 1 - Next 12 Months	\$33.6352	\$7,719.28	\$92,631
Captain EMT I	Step 2 - Thereafter	\$34.4902	\$7,915.50	\$94,986
Grade = 709 Fire 9	Step 0 - First 12 Months	\$35.2742	\$8,095.42	\$97,145
Positions in this grade:	Step 1 - Next 12 Months	\$36.1293	\$8,291.67	\$99,500
Captain EMT P	Step 2 - Thereafter	\$36.9844	\$8,487.91	\$101,855
Grade = 7XX Fire 10	Step 0 - First 12 Months	\$34.4902	\$7,915.50	\$94,986
Positions in this grade:	Step 1 - Next 12 Months	\$35.3453	\$8,111.75	\$97,341
Battalion Chief - EMT B	Step 2 - Thereafter	\$36.2005	\$8,308.02	\$99,696
Grade = 7XX Fire 11	Step 0 - First 12 Months	\$35.3453	\$8,111.75	\$97,341
Positions in this grade:	Step 1 - Next 12 Months	\$36.2005	\$8,308.02	\$99,696
Battalion Chief - EMT I	Step 2 - Thereafter	\$37.0556	\$8,504.27	\$102,051
Grade = 712 Fire 12	Step 0 - First 12 Months	\$37.8396	\$8,684.19	\$104,210
Positions in this grade:	Step 1 - Next 12 Months	\$38.6947	\$8,880.43	\$106,565
Battalion Chief - EMT P	Step 2 - Thereafter	\$39.5498	\$9,076.68	\$108,920

Based off of Top Step of Firefighter

DPSST Certification	2% Tier 1	3% Tier 2
(Add to base pay)	0.5701	0.8551

OR

Educational Incentives	BA Degree	MA Degree
(Add to base pay)	0.5701	0.8551

Voluntary Fitness Incentive	1%
(Add to base pay)	0.2850

Effective 7/1/2023 - 4% COLA (FY 24)				
are NON-Exempt				
Group/BU Code 4000		Hourly	Monthly	Annual
Grade = 701 Fire 1	Step 0 - First 6 Months	\$23.4632	\$5,384.80	\$64,618
Positions in this grade: Firefighter EMT - B	Step 1 - Next 6 Months	\$24.6821	\$5,664.53	\$67,974
	Step 2 - Next 12 Months	\$25.9663	\$5,959.26	\$71,511
	Step 3 - Next 12 Months	\$27.1850	\$6,238.96	\$74,868
	Step 4 - Next 12 Months	\$28.4474	\$6,528.69	\$78,344
	Step 5 - Thereafter	\$29.6445	\$6,803.42	\$81,641
Grade = 702 Fire 2	Step 0 - First 6 Months	\$24.3525	\$5,588.89	\$67,067
Positions in this grade: Firefighter EMT - I	Step 1 - Next 6 Months	\$25.5714	\$5,868.63	\$70,424
	Step 2 - Next 12 Months	\$26.8556	\$6,163.35	\$73,960
	Step 3 - Next 12 Months	\$28.0743	\$6,443.06	\$77,317
	Step 4 - Next 12 Months	\$29.3368	\$6,732.78	\$80,793
	Step 5 - Thereafter	\$30.5339	\$7,007.52	\$84,090
Grade = 703 Fire 3	Step 0 - First 6 Months	\$26.9464	\$6,184.20	\$74,210
Positions in this grade: Firefighter EMT - P	Step 1 - Next 6 Months	\$28.1652	\$6,463.91	\$77,567
	Step 2 - Next 12 Months	\$29.4494	\$6,758.63	\$81,104
	Step 3 - Next 12 Months	\$30.6683	\$7,038.36	\$84,460
	Step 4 - Next 12 Months	\$31.9307	\$7,328.09	\$87,937
	Step 5 - Thereafter	\$33.1278	\$7,602.83	\$91,234
Grade = 7XX Fire 4	Step 0 - First 12 Months	\$30.5339	\$7,007.52	\$84,090
Positions in this grade: Engineer EMT - B	Step 1 - Next 12 Months	\$31.4233	\$7,211.64	\$86,540
	Step 2 - Thereafter	\$32.3126	\$7,415.74	\$88,989
Grade = 7XX Fire 5	Step 0 - First 12 Months	\$31.4233	\$7,211.64	\$86,540
Positions in this grade: Engineer EMT - I	Step 1 - Next 12 Months	\$32.3126	\$7,415.74	\$88,989
	Step 2 - Thereafter	\$33.2019	\$7,619.83	\$91,438
Grade = 706 Fire 6	Step 0 - First 12 Months	\$34.0171	\$7,806.92	\$93,683
Positions in this grade: Engineer EMT - P	Step 1 - Next 12 Months	\$34.9064	\$8,011.02	\$96,132
	Step 2 - Thereafter	\$35.7958	\$8,215.14	\$98,582
Grade = 7XX Fire 7	Step 0 - First 12 Months	\$33.2019	\$7,619.83	\$91,438
Positions in this grade: Captain EMT - B	Step 1 - Next 12 Months	\$34.0913	\$7,823.96	\$93,887
	Step 2 - Thereafter	\$34.9806	\$8,028.05	\$96,337
Grade = 7XX Fire 8	Step 0 - First 12 Months	\$34.0913	\$7,823.96	\$93,887
Positions in this grade: Captain EMT I	Step 1 - Next 12 Months	\$34.9806	\$8,028.05	\$96,337
	Step 2 - Thereafter	\$35.8698	\$8,232.12	\$98,785
Grade = 709 Fire 9	Step 0 - First 12 Months	\$36.6851	\$8,419.24	\$101,031
Positions in this grade: Captain EMT P	Step 1 - Next 12 Months	\$37.5744	\$8,623.33	\$103,480
	Step 2 - Thereafter	\$38.4638	\$8,827.43	\$105,929
Grade = 7XX Fire 10	Step 0 - First 12 Months	\$35.8698	\$8,232.12	\$98,785
Positions in this grade: Battalion Chief - EMT B	Step 1 - Next 12 Months	\$36.7591	\$8,436.22	\$101,235
	Step 2 - Thereafter	\$37.6486	\$8,640.34	\$103,684
Grade = 7XX Fire 11	Step 0 - First 12 Months	\$36.7591	\$8,436.22	\$101,235
Positions in this grade: Battalion Chief - EMT I	Step 1 - Next 12 Months	\$37.6486	\$8,640.34	\$103,684
	Step 2 - Thereafter	\$38.5379	\$8,844.44	\$106,133
Grade = 712 Fire 12	Step 0 - First 12 Months	\$39.3532	\$9,031.55	\$108,379
Positions in this grade: Battalion Chief - EMT P	Step 1 - Next 12 Months	\$40.2425	\$9,235.65	\$110,828
	Step 2 - Thereafter	\$41.1318	\$9,439.75	\$113,277

Based off of Top Step of Firefighter

DPSST Certification	2% Tier 1	3% Tier 2
(Add to base pay)	0.5929	0.8893

OR

Educational Incentives	BA Degree	MA Degree
(Add to base pay)	0.5929	0.8893

Voluntary Fitness Incentive	1%
(Add to base pay)	0.2964

Effective 7/1/2024 - 3% COLA (FY 25)

All Job Classes are NON-Exempt

Group/BU Code 4000		Hourly	Monthly	Annual
Grade = 701 Fire 1	Step 0 - First 6 Months	\$24.1671	\$5,546.34	\$66,556
Positions in this grade: Firefighter EMT - B	Step 1 - Next 6 Months	\$25.4225	\$5,834.47	\$70,014
	Step 2 - Next 12 Months	\$26.7452	\$6,138.03	\$73,656
	Step 3 - Next 12 Months	\$28.0006	\$6,426.13	\$77,114
	Step 4 - Next 12 Months	\$29.3009	\$6,724.55	\$80,695
	Step 5 - Thereafter	\$30.5339	\$7,007.53	\$84,090
Grade = 702 Fire 2	Step 0 - First 6 Months	\$25.0831	\$5,756.56	\$69,079
Positions in this grade: Firefighter EMT - I	Step 1 - Next 6 Months	\$26.3385	\$6,044.69	\$72,536
	Step 2 - Next 12 Months	\$27.6612	\$6,348.25	\$76,179
	Step 3 - Next 12 Months	\$28.9166	\$6,636.35	\$79,636
	Step 4 - Next 12 Months	\$30.2169	\$6,934.77	\$83,217
	Step 5 - Thereafter	\$31.4499	\$7,217.74	\$86,613
Grade = 703 Fire 3	Step 0 - First 6 Months	\$27.7548	\$6,369.73	\$76,437
Positions in this grade: Firefighter EMT - P	Step 1 - Next 6 Months	\$29.0101	\$6,657.82	\$79,894
	Step 2 - Next 12 Months	\$30.3329	\$6,961.39	\$83,537
	Step 3 - Next 12 Months	\$31.5883	\$7,249.52	\$86,994
	Step 4 - Next 12 Months	\$32.8886	\$7,547.94	\$90,575
	Step 5 - Thereafter	\$34.1216	\$7,830.91	\$93,971
Grade = 7XX Fire 4	Step 0 - First 12 Months	\$31.4499	\$7,217.74	\$86,613
Positions in this grade: Engineer EMT - B	Step 1 - Next 12 Months	\$32.3660	\$7,427.99	\$89,136
	Step 2 - Thereafter	\$33.2820	\$7,638.21	\$91,659
Grade = 7XX Fire 5	Step 0 - First 12 Months	\$32.3660	\$7,427.99	\$89,136
Positions in this grade: Engineer EMT - I	Step 1 - Next 12 Months	\$33.2820	\$7,638.21	\$91,659
	Step 2 - Thereafter	\$34.1980	\$7,848.43	\$94,181
Grade = 706 Fire 6	Step 0 - First 12 Months	\$35.0376	\$8,041.13	\$96,494
Positions in this grade: Engineer EMT - P	Step 1 - Next 12 Months	\$35.9536	\$8,251.35	\$99,016
	Step 2 - Thereafter	\$36.8697	\$8,461.60	\$101,539
Grade = 7XX Fire 7	Step 0 - First 12 Months	\$34.1980	\$7,848.43	\$94,181
Positions in this grade: Captain EMT - B	Step 1 - Next 12 Months	\$35.1141	\$8,058.68	\$96,704
	Step 2 - Thereafter	\$36.0300	\$8,268.90	\$99,227
Grade = 7XX Fire 8	Step 0 - First 12 Months	\$35.1141	\$8,058.68	\$96,704
Positions in this grade: Captain EMT I	Step 1 - Next 12 Months	\$36.0300	\$8,268.90	\$99,227
	Step 2 - Thereafter	\$36.9459	\$8,479.09	\$101,749
Grade = 709 Fire 9	Step 0 - First 12 Months	\$37.7857	\$8,671.82	\$104,062
Positions in this grade: Captain EMT P	Step 1 - Next 12 Months	\$38.7017	\$8,882.04	\$106,584
	Step 2 - Thereafter	\$39.6177	\$9,092.25	\$109,107
Grade = 7XX Fire 10	Step 0 - First 12 Months	\$36.9459	\$8,479.09	\$101,749
Positions in this grade: Battalion Chief - EMT B	Step 1 - Next 12 Months	\$37.8619	\$8,689.31	\$104,272
	Step 2 - Thereafter	\$38.7780	\$8,899.55	\$106,795
Grade = 7XX Fire 11	Step 0 - First 12 Months	\$37.8619	\$8,689.31	\$104,272
Positions in this grade: Battalion Chief - EMT I	Step 1 - Next 12 Months	\$38.7780	\$8,899.55	\$106,795
	Step 2 - Thereafter	\$39.6940	\$9,109.77	\$109,317
Grade = 712 Fire 12	Step 0 - First 12 Months	\$40.5338	\$9,302.50	\$111,630
Positions in this grade: Battalion Chief - EMT P	Step 1 - Next 12 Months	\$41.4498	\$9,512.72	\$114,153
	Step 2 - Thereafter	\$42.3657	\$9,722.94	\$116,675

Based off of Top Step of Firefighter

DPSST Certification	2% Tier 1	3% Tier 2
(Add to base pay)	0.6107	0.9160

OR

Educational Incentives	BA Degree	MA Degree
(Add to base pay)	0.6107	0.9160

Voluntary Fitness Incentive	1%
(Add to base pay)	0.3053

This shall serve as a Memo of Understanding between the City of Ashland and the Ashland Firefighters Association regarding clarification on calculating and building the fire salary schedule. Including, calculating and applying incentive pays and COLAs.

THE FIREFIGHTER EMT “B” (FF EMT B) IS THE BASELINE PAY RANGE FOR ALL PAY RANGES AND BUILDING CERTIFICATION PAYS.

EMT “I” Certification Pay – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an “add on” to each of the EMT “I” rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule.

Example: 2011 rate 3% of FF EMT B = \$21.6173 x 3% = \$.6485 EMT I Certification Rate

EMT “P” Certification Pay – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an “add on” to each of the EMT “P” rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule.

Example: 2011 rate 7.25% of FF EMT B = \$21.6173 x 7.25% = \$1.5673 EMT P Certification Rate

FIREFIGHTER EMT “B” - (FF EMT B)- Take the current rates and steps then multiply the COLA (if any) to each of them in the FIREFIGHTER EMT “B” range. This will establish the baseline for the new range for all groups. Top Step FIREFIGHTER EMT “B” is used in all classifications.

Example: 2014 Top Step FIREFIGHTER EMT B Rate = FF EMT B \$22.7112 x 3% = \$23.3925

FIREFIGHTER EMT “I” – Using the FF EMT B pay schedule take each step and add the EMT “I” Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT I Rate with EMT I Certification = FIREFIGHTER EMT B \$23.3925 + EMT I Certification Pay \$0.6485 = \$24.0410*

FIREFIGHTER EMT “P” - Using the FF EMT B pay schedule take each step and add the EMT “P” Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT P Rate with EMT P Certification = FIREFIGHTER EMT B \$23.3925 + EMT P Certification Pay \$2.7486 = \$26.1411*

ENGINEER EMT “B” – Using top step FF EMT B pay schedule multiply 3% to step 1, Using top step FF EMT B pay schedule multiply 6% to step 2, Using top step FF EMT B pay schedule multiply 9% to step 3. *Example: 2014 Top Step Engineer EMT B Rate = FF EMT B \$23.3925 x 9% = \$25.4978*

ENGINEER EMT “I” – Using the scale from the ENGINEER EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT I Rate with EMT I Certification = ENGINEER EMT B \$25.4978 + EMT I Certification Pay \$0.6485 = \$26.1463*

ENGINEER EMT “P” – Using the scale from the ENGINEER EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT P Rate with EMT P Certification = ENGINEER EMT B \$25.4978 + EMT P Certification Pay \$2.7486 = \$28.2464*

CAPTAIN EMT “B”- Using top step FF EMT B pay schedule multiply 12% to step 1, Using top step FF EMT B pay schedule multiply 15% to step 2, Using top step FF EMT B pay schedule multiply 18% to step 3. *Example: 2014 Top Step CAPTAIN EMT B Rate = FF EMT B \$23.3925 x 18% = \$27.6032*

CAPTAIN EMT “I”- Using the scale from the CAPTAIN EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT I Rate with EMT I Certification = CAPTAIN EMT B \$27.6032 + EMT I Certification Pay \$0.6485 = \$28.2517*

CAPTAIN EMT “P”- Using the scale from the CAPTAIN EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT P Rate with EMT P Certification = CAPTAIN EMT B \$27.6032 + EMT P Certification Pay \$2.7486 = \$30.3518*

BATTALION CHIEF EMT "B"- Using top step FF EMT B pay schedule multiply 21% to step 1, Using top step FF EMT B pay schedule multiply 24% to step 2, Using top step FF EMT B pay schedule multiply 27% to step 3.
Example: 2014 Top Step BATTALION CHIEF EMT B Rate = FF EMT B \$23.3925 x 27% = \$29.7085

BATTALION CHIEF EMT "I"- Using the scale from the BATTALION CHIEF EMT B and add the EMT "I" Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT I Rate with EMT I Certification = BATTALION CHIEF EMT B \$29.7085 + EMT I Certification Pay \$0.6485 = \$30.3570*

BATTALION CHIEF EMT "P"- Using the scale from the BATTALION CHIEF EMT B and add the EMT "P" Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT P Rate with EMT P Certification = BATTALION CHIEF EMT B \$29.7085 + EMT P Certification Pay \$2.7486 = \$32.4571*

CALCULATING MONTHLY - For fire staff that follows the firefighter salary schedule, use 242.66 hours. This is based on the hours worked under FLSA. *For example: In 2014 a top step Firefighter EMT B hourly rate was \$23.3925, so monthly would calculate to: \$23.3925 x 242.66 = \$5676.42 or \$5676*

APPENDIX C

HEALTH AND WELFARE BENEFITS

Section 1. Health and Welfare. The City agrees to pay ninety-five percent (95%) of the premium for employee and/or family coverage through the term of this agreement for the following health and welfare plans. The employee agrees to pay five percent (5%) of the premium, to be deducted from the employee's check through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans. Plan benefits are subject to annual adjustments. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Retired employees shall be allowed to participate in the existing insurance plan at their own expense to the extent required by state or federal law. The City shall also make available to employees an optional choice to participate in a Flexible Spending Account Program (pretax health premium and health and dependent care expense reimbursement).

Section 2. Health Insurance. (includes Vision plan) – Employee and family coverage. 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.

Section 3. Dental Insurance. Employee and family coverage. Employees may choose between two dental insurance plans: Willamette Dental with Ortho and Delta Dental III with Ortho.

Section 4. Mercy Flights Insurance - Family coverage.

City paid reimbursement for programs contained in the City's Wellness Program. Other benefit levels and maximum premium payments by the City shall be as follows:

State mandated Life Insurance	\$10,000 in life coverage (duty connected only)
Standard Life Insurance	\$1,000 in coverage
Standard Dependent Life Insurance	\$1,000/ dependent
Salary Continuation Plan (LTD)	66.67%, Up to \$2,000/month

Section 5. Physical Fitness Reimbursement. 50% of membership cost up to a maximum of \$120 per year.

Section 6. Athletic Shoe Reimbursement. The City will continue to reimburse employees for the cost of athletic shoes for work, up to a maximum of \$100. All requests will be submitted to payroll and will be processed as a taxable benefit.

Section 7. HRA Contribution. The City will contribute an amount equivalent to 3% of top-step Firefighter earnings per paycheck into an HRA-VEBA account for the employee and their eligible dependents to use for eligible healthcare expenses.

APPENDIX D EDUCATIONAL INCENTIVE PROGRAM

Education: **Compensation:**

Bachelor's Degree 2% Master's Degree 3%

OR

DPSST Tier 1 2%
DPSST Tier 2 3%

Members may only earn one incentive in their permanently assigned rank and may not earn incentives for ranks above or below their current permanently assigned rank. If the member is assigned as FPOC they will continue to earn the incentives they've achieved for their current permanently assigned rank, not the FPOC position.

RANK	DPSST CERTIFICATIONS TO QUALIFY FOR INCENTIVE * Revised 7/1/2018	
Firefighter	Tier 1	DPSST NFPA Firefighter I DPSST NFPA Rope Rescue Operations Level DPSST Company Level Inspector
	Tier 2	DPSST Wildland Firefighter Type 2 DPSST Wildland Firefighter Type 1
Engineer	Tier 1	DPSST NFPA Firefighter II DPSST NFPA Fire Instructor I
	Tier 2	DPSST NFPA Rope Rescue – Technician Level DPSST NFPA Apparatus Equipped with Fire Pump
Captain	Tier 1	DPSST Interface/Wildland Engine Boss DPSST NFPA Confined Space Rescue
	Tier 2	DPSST NFPA Fire Officer I DPSST Trench Rescue
Battalion Chief	Tier 1	DPSST NFPA Fire Officer II DPSST NFPA Fire Instructor II
	Tier 2	Fire Officer III RVFCA IMT Strike Team/Task Force Leader

Effective July 1, 2018 any member not previously receiving DPSST certification pay must obtain the required courses as listed above.

Existing members already receiving DPSST Certification pay under the previous contract incentive structure will be grandfathered into the new contract. DPSST incentive pay will remain in-place during the term of this contract for those grandfathered members, unless or until, they pursue a higher level of certification under the new incentive structure as stated above.

APPENDIX E

VOLUNTARY FITNESS INCENTIVE PROGRAM

Voluntary Fitness Incentive. Employees are eligible for incentive pay of 1% for successfully passing the physical agility test each year. Incentive pay of 1% (based off top step fire fighter pay) will be added to the employee's compensation. The same amount will be contributed to a 401(a) account for any members who qualify for the Fitness incentive in the prior year by passing with a time less than 10 minutes.

Program Details:

A minimum of three attempts will be set-up by the program coordinator throughout the fiscal year. One hour of comp time will be given for each attempt. Once a candidate passes, no comp time will be allowed for additional attempts during the fiscal year. A candidate may substitute a CPAT test at their own cost and produce a validated card in lieu of participating in the department physical agility test. A candidate may retake the test after filing during the next established testing date in order to pass the physical agility test.

Candidates must pass the physical agility test once during the fiscal year to receive the incentive the following July 1st. All incentive pay becomes effective July 1st the following year regardless of when the candidate achieved a passing score.

Test Elements:

Wearing department approved workout clothing, candidate wears turnout jacket and don SCBA. (The candidate will not at any time hook into the SCBA).

1. **Time Starts: Hose stair climb** – Candidate will shoulder a rolled 50' section of 3" and climb stairs at SOU Stadium or equivalent. Once at the top, the roll of 3" will be laid down at specified location and the event will end. (Steps can be skipped on the way up).
2. **Hose Hoist** – A 50' rolled 3" at end of rope will be set at ground level. Candidate will hand over hand pull the rolled 3" up the side of the stadium and over the railing. Event stops when the hose is laid down at specified location and candidate descends the stairs using every stair.
3. **Sled** – Candidate will use a sledgehammer to strike the sled and push it required distance down the track. Event stops when sled reaches required distance.
4. **Attack hose advance** – Candidate will hold nozzle of a charged 1.75' pre-connect and advance it 100' where a cone must be sprayed with water. Event ends when cone is sprayed.
5. **Dummy Drag** – dummy is to be pulled approximately 150' (width of SOU stadium or equivalent) by candidate. Event ends when dummy is drug across the finish line.

Time Ends. * All 5 events must be completed in less than 10 minutes to be eligible for incentive pay.

APPENDIX F

PURPOSES FOR THE USE OF 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.

Collective Bargaining Agreement

The City of Ashland, Oregon
and
The Ashland Firefighter's Association Local #1269
International Association of Firefighters



July 1, 2025 – June 30, 2028

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PREAMBLE

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the City, and the Ashland Firefighters Association Local #1269, International Association of Firefighters, hereinafter collectively referred to as the Union. Unless indicated otherwise, references to the "City" shall include the City's elected officials, the City Manager or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to those employees of the Ashland Fire and Rescue Department, Ashland, Oregon, as listed in "Appendix A" but excluding supervisors, confidential employees, volunteer firefighters, part time employees, seasonal 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 XIV of this Agreement.

"Part time employee" shall mean persons working a fraction of the normal working week or shift, but normally following a predetermined pattern of working hours.

"Seasonal employee" shall mean persons working for summer employment, not exceeding four (4) consecutive months.

"Temporary employee" shall mean persons appointed for a limited period of time, not to exceed one (1) year, e.g. college "sleepers", or, in the case of student firefighters, up to two (2) years.

ARTICLE I - RECOGNITION AND NON-DISCRIMINATION

Section 1. 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 in the bargaining unit described immediately above.

Section 2. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, creed, color, sex, age or national origin, sexual orientation, gender identity, marital status, mental or physical disability or other protected status, unless based upon a bona fide occupational qualification in accordance with applicable law. 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 in this Agreement. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent themselves in individual personal matters.

ARTICLE II - UNION SECURITY AND CHECKOFF

Section 1. Union Security.

The terms of this Agreement apply equally to all employees in the bargaining unit. Among other things, membership dues pay for services provided by the union. The Union shall provide to the City a list identifying the employees who have provided authorization for the City to deduct wages from the employee's pay to pay membership dues, fees and any other assessments or authorized deductions to the Union. The City shall rely on the list to make the deductions and to remit payment.

Any bargaining unit employee who does not want to be a member of the union, but who nonetheless wants to pay for services provided by the union, has the option to pay voluntary fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Union to direct the City to deduct from their pay voluntary fees in an amount equal to union dues charged.

Section 2. Check Off.

Upon receipt of a list of employees from whose pay union dues, fees and the like should be deducted, the City agrees to deduct the regular initiation fee and regular dues uniformly required of members of the Union, and remit such deduction within fifteen (15) days after the conclusion of the regularly scheduled fourteen (14) day pay period, to the official designated by the Union in writing to receive deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee may be revoked by the employee upon written request. Upon written notification by the Union of a check off error, the City will make adjustments within sixty (60) days following such notification.

Section 3. 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 Article II, Sections 1 and 2.

ARTICLE III - MANAGEMENT RIGHTS

Union recognizes that it is the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which 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, but such rights must be exercised consistent with the other provisions of this Agreement. Those 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, cross-train and direct the performance of duties by employees; to determine staffing needs and schedules.
4. To discipline or discharge regular employees for just cause and probationary employees at its discretion.
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.
8. To determine the content of job classifications, the minimum qualifications for hire and promotion and the criteria for performance evaluations.
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 PROHIBITION

Section 1. No Strike.

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any authorized 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 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. Union Effort – Return to Work.

In the event of an unauthorized 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 matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. No Lockout.

The City agrees not to engage in a lockout of any bargaining unit member of the Ashland Fire Department as a consequence of a 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 Jr. Birthday (3rd Mon. in Jan.)
- Washington's Birthday (3rd Mon. in Feb.)
- Memorial Day (last Mon. In May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Mon. in Sept.)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thurs. in Nov.)
- Day after Thanksgiving (Friday)
- Christmas Eve (December 24)**
- Christmas Day (December 25)

Any day declared to be a holiday by the President, Governor or Mayor.

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 leave, sick leave, or other leave with pay when a holiday occurs, the holiday, not the authorized leave, shall be charged.

Section 2. Holiday Compensation.

Section 2.1: The City shall establish a bank of holiday hours accrued by employees throughout the year which may be used by the employee to take time off throughout the year if operational needs are met. Accrued hours of holiday leave may be used in increments of 12 hours only, from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m.

If any time remains in this bank at the end of the first pay period in December, the remainder will be paid out at the employee's present rate of pay and will be included in the first paycheck in December. On the first business day of the following pay period the holiday bank will be recharged for the following 12 months.

In the event an employee leaves the City's employment before the end of the fiscal year for which holiday pay is granted, eleven and two-tenths (11.2) hours pay shall be deducted from their final paycheck for each holiday which has not yet occurred.

Personnel on a forty (40) hour workweek shall receive all recognized holidays off.

Section 2.2: Single Role positions will receive 8 hours of compensation for each holiday. Single Role positions must take time off as a block of time consistent with their daily shift schedule.

ARTICLE VI - VACATIONS

Section 1. Eligibility.

Section 1.1: Eighty-four (84) hours of paid vacation leave, (the first six months of accrual at fourteen (14) hours per month), shall be front-loaded in the vacation leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate use. In the event employment terminates before six (6) months, the City will deduct from the employee's final paycheck the value of any vacation leave used over actual accrual.

For all employees who have successfully completed their first six months of continuous service, vacation leave with pay shall accrue on a monthly basis in accordance with the following schedule:

- Employees with less than four (4) full years of continuous service shall accrue fourteen (14) hours of vacation credit for each full calendar month worked.
- Employees with more than four (4), but less than nine (9) full years of continuous service, shall accrue eighteen (18) hours of vacation credit for each full calendar month worked.
- Employees with more than nine (9), but less than fourteen (14) full years of continuous service, shall accrue twenty-two (22) hours of vacation credit for each full calendar month worked.
- Employees with more than fourteen (14), but less than nineteen (19) full years of continuous service, shall accrue twenty-six (26) hours of vacation credit for each full calendar month worked.
- Employees with more than nineteen (19), but less than twenty-four (24) full years of continuous service, shall accrue twenty-eight (28) hours of vacation credit for each full calendar month worked.
- Employees with more than twenty-four (24) full years of continuous service shall accrue thirty (30) hours of vacation credit for each full calendar month worked.

Section 1.2: Single Role positions shall be front loaded sixty (60) hours of paid vacation leave (the first six months of accrual at ten (10) hours per month) upon hire. Subject to the provisions of this Article, these hours are available for immediate use. In the event employment terminates before six (6) months, the City will deduct from the employee's final paycheck the value of any vacation leave used over the actual accrual.

For all Single Role employees who have successfully completed their first six months of continuous service, vacation leave with pay shall accrue on a monthly basis in accordance with the following schedule:

- **Employees with less than four (4) full years of continuous service shall accrue ten (10) hours of vacation credit for each full calendar month worked.**
- **Employees with more than four (4), but less than nine (9) full years of continuous service, shall accrue twelve (12) hours of vacation credit for each full calendar month worked.**
- **Employees with more than nine (9), but less than fourteen (14) full years of continuous service, shall accrue fourteen (14) hours of vacation credit for each full calendar month worked.**
- **Employees with more than fourteen (14), but less than nineteen (19) full years of continuous service, shall accrue sixteen (16) hours of vacation credit for each full calendar month worked.**

Employees with more than nineteen (19) full years of continuous service, shall accrue twenty (20) hours of vacation credit for each full calendar month worked.

Section 2. Continuous Service.

Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the time spent by an employee in active employment or on paid leave. Time spent on leaves which are not paid by the City will not be counted as a part of continuous service for accrual purposes, but employees returning from such leaves and from layoff status shall be entitled to credit for service prior to the leave.

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. 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. To prevent loss of accrued vacation, line employees must take leave in increments of no less than twelve (12) hours (one half of a 24-hour shift), employees usually scheduled to work a five-day, 40-hour workweek must take leave in increments of not less than eight (8) hours (equivalent to one 8-hour shift).

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 without a supervisor's written approval.

Section 4. Scheduling. Vacation times shall be scheduled by the City based on its judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to be granted vacation time off in accordance with the following: Employees shall be permitted to request vacation time off either on a split or an entire basis. Vacation shall be selected on the basis of seniority; provided, however, employees will be permitted to exercise their right to select vacations by seniority only once annually. The vacation schedule shall be posted annually as of November 1st and employees shall exercise their choice by bidding

in seniority. There may be up to a total of two (2) employees on vacation or compensatory time off at any given time. The list shall be closed as of December 1st and subsequent changes shall be made only by mutual consent of the parties. Scheduling of vacation periods, to the extent consistent with operation requirements of the City and vacation credits of the employee, shall be in increments of twelve (12) hours only and shall be taken from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m. only. Vacation or comp time requests that occur within 72 hours (short notice) of an employee's regularly scheduled shift shall only be granted if the request does not incur any overtime for the City.

Only one Single Role position may be taken off in either comp time, vacation time, or holiday time. All time off mentioned above must be taken as a block of time consistent with their daily shift schedule.

Section 5. Payment on Termination.

In the event of death, termination or other separation of employment of an employee during the initial twelve (12) months of their employment, vacation is not considered earned and no payment in lieu of vacation shall be made. In the event of death, retirement, termination or other separation of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as 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.

Section 6. Optional Vacation Payout.

Members of the bargaining unit may elect to receive up to 112 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.

ARTICLE VII - HOURS OF WORK

Section 1. Work Schedules.

Section 1.1: Shift employees will be assigned to work regular shifts consisting of a 48/96 schedule, totaling a maximum of 106 straight-hours over a (14) day cycle. Consistent with operating requirements, shift employees shall be scheduled to work on regular work shifts, during this fourteen (14) day cycle and each shift shall have regular starting and quitting times.

Work schedules showing the employee's shifts, workdays and hours shall be electronically communicated for thirty (30) days prior to their effective date via current staffing software. Except for emergency situations and for the duration of the emergency, and in case of staffing shortages caused by unnoticed or short-noticed employee absences, changes in work schedules shall be electronically communicated to employees seven (7) days prior to the effective date of the change.

Employees on a forty (40) hour workweek shall normally be scheduled to work forty (40) hours within each seven (7) day period beginning on Saturday at 12:00:00 a.m. and ending the following Friday at 11:59:59 p.m.

Section 1.2: Single Role positions may work a 4/3 schedule consisting of four (4) 10-hour days in a row followed by three (3) days off averaging 2080 hours of work per year.

Single Role positions may also work a 4/4 schedule consisting of four (4) 12-hour days in a row followed by four days off. This schedule will result in an average of 183 shifts per year, or 2196 hours of work. This additional work will be FLSA compliant OT or an additional 116 hours of FLSA/OT to be paid at one and one-half (1-1/2) of FLSA standard pay rate.

The schedules listed above may be independent of each other and designed to provide coverage needs for the ASA. There can be a combination of 10- or 12-hour schedules based on system needs and size of the single role program.

Each Single Role position will be given a regular scheduled shift with consistent start and end times. Start times for each shift cannot be greater than 4 hours different.

If the employees' work schedule, start time, or end time are altered and there was not an operational purpose articulated, the City shall provide the employee with 30 days' notice prior to the effective date of the change.
Section 2.2: The Single Role program consists of two (2) different staffing models listed as follows:

Two-Team Model: Single Role teams will be staffed with a Single Role Paramedic and Single Role EMT. In the event of a vacancy in a position the OT slot will first be offered to a Single Role position in the same classification. If not filled, the vacancy will be offered to a Single Role position of a higher EMT level. If still not filled, the vacancy will be offered to any rank of equal to or greater than and EMT level. If the vacancy persists, there will not be a force hire of the opening, and any Single Role member working will be assigned to a squad for the duration of their shift.

This model will not allow for long distance transfers (transfers outside of Jackson County, Josephine County, Siskiyou County, or Klamath County). Long-distance transfers will be staffed with call-back personnel.

Four-Team Model: Coverage shall consist of one (1) ambulance per day for twelve (12) hours. If in the event a vacancy exists which will cause the system to fall below this minimum standard after posting the OT slot as above, a Single Role employee will be force-hired to keep the system operational. The remaining employee from the second Single Role position will be assigned to a squad for the duration of their shift.

Section 2. Shift Transfers.

- (a) No regular employee shall suffer a loss of pay, due to a lesser number of scheduled hours of work as a result of an involuntary transfer from one shift to another shift.**

- (b) In the event the City determines a shift transfer is necessary, the City will first ask for volunteers; if no one volunteers; the transfer will be made based on positional seniority and operational necessity. The City will provide 14 days' notice prior to the transfer's effective date unless the transfer is due to emergent operational requirements or accommodations for firefighter shift requests.

Employees may request a shift transfer by putting the request in writing to the Fire Chief or their designee. For a shift transfer to be approved there must be a vacant opening in the desired shift or the employee making the request must have another employee that is willing to trade their shift. A shift transfer shall be approved unless the Fire Chief finds the transfer will cause disruptions in operations or effectiveness. The Fire Chief will put in writing the reason for denying any shift transfers.

ARTICLE VIII - SICK LEAVE

Section 1. Accumulation.

Ninety-six (96) hours of paid sick leave, (the first six month of accrual at sixteen (16) hours per month), shall be front-loaded in the sick leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate use. In the event employment terminates before six (6) months, the City will not seek to recover any sick leave hours taken during the first six months.

For all employees who have completed their first six months of continuous service, paid sick leave shall be earned by regular and probationary shift employees at the rate of sixteen (16) hours for each calendar month of service. Sick leave may be accumulated to a total of twelve hundred and forty-eight (1,248) hours and must be taken for purposes specified in Section 2 below, as a condition to any sick leave payment. Personnel regularly assigned to a forty (40) hour work week, **including Single Role positions**, shall accumulate eight (8) hours for each calendar month of service to a maximum of seven hundred twenty (720) hours.

Section 2. Utilization for Illness or Injury.

Employees may utilize their sick leave for any purpose stated in Appendix F "Purposes for the Use of Sick Leave". In such event, the employee shall notify their immediate supervisor of their need to use sick leave as soon as possible up to **thirty (30)** calendar days prior to the beginning of the scheduled regular work shift from which they will be absent, unless unable to do so because of the serious nature of injury or illness.

Medical verification by a qualified health care provider of the need of an employee to use sick leave may be required at the option of the City, for absences of more than three ~~three~~ consecutive scheduled workdays and/or prior to allowing the employee to return to work.

If the Fire Chief or their designee suspects that an employee is abusing sick leave, including engaging in a pattern of abuse, the Chief or designee may require verification from a health care provider of the need of the employee to use sick leave, regardless of whether the employee has used sick leave for more than three consecutive days. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends,

holidays, vacation days or paydays. The City shall bear the reasonable cost for providing medical verification or certification required under this section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

Section 3. Integration with Worker's Compensation.

When an employee becomes absent due to an occupational illness or injury that is the basis of an accepted workers compensation claim, the City's obligation to pay under this sick leave article is limited to the difference between any payment received for time loss benefits under Worker's Compensation laws and the employee's regular pay. In such instances, one third (1/3) charges will be made against accrued sick leave.

Section 4. Sick Leave Without Pay.

Upon application by the employee, sick leave without pay may, in the City's sole discretion, be granted by the City Manager for the remaining period of disability after accrued sick leave has been exhausted. The City Manager may require that the employee submit a certification from a physician periodically during the period of such disability, and before returning to work. After accrued sick leave has been exhausted, an employee may elect to use accrued vacation and/or compensatory leave for sick leave. Employees using sick leave are responsible to keep track of their accruals of and uses of sick leave hours reported on every pay stub. An employee must file a written request for sick leave without pay to the Fire Chief, fourteen (14) calendar days before paid leave is exhausted, otherwise he shall be considered as having resigned their position with the City.

Section 5. Pay for Unused Sick Leave.

Members of the bargaining unit may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 64 hours) as cash on the first payroll in December. If deferred compensation is elected as an option, the employee must notify payroll via email when payout forms are due. The unused portion of sick leave will be added to the employee's sick leave balance. **Employees who use 48 hours or less sick leave per year will be entitled to the maximum payout of 64 hours.**

Examples of how payment for unused sick leave will be calculated:

Annual Accrual:	192	192	192	192
Sick leave hours used during the year:	100	30	10	52
All employees are entitled to use up to 48 hours without impacting their sick leave incentive under Oregon Sick Leave Law.	48	48	48	48
Hours used <u>up to 48/year</u> are added back for the purpose of calculating the sick leave incentive. Calculation:	$192 - 100 = 92 + 48 = 140$ $140 / 3 = 46.67$	$192 - 30 = 162 + 30 = 192$ $192 / 3 = 64$	$192 - 10 = 182 + 10 = 192$ $192 / 3 = 64$	$192 - 52 = 140 + 48 = 188$ $188 / 3 = 62.67$
Balance that can be cashed out (Max 64 hours):	46.67	64	64	62.67

Section 6. Unused Sick Leave at Termination.

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 their death or termination or other separation of employment for whatever reason, except as provided in ARTICLE XVII, Section 2. Sick leave shall not accrue during any period of leave of absence without pay.

ARTICLE IX - BEREAVEMENT LEAVE

Section 1. Bereavement Leave.

An employee shall be granted two (2) working shifts (two work days for forty hour personnel) funeral leave with regular pay in the event of death of a family member of the employee. For the purpose of bereavement leave, "family member" shall be defined as spouse, parents, grandparents, children, brothers and sisters of the employee and the parents, children, brothers, sisters and grandparents of the employee's spouse. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

With limitations, bereavement of a deceased family member is also a permissible use for paid sick leave and unpaid OFLA leave.

Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer, irrespective of whether the deceased is a family member.

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 the Fire Chief or their designee has determined that the operation of the Department will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing, and submitted to the Fire Chief or their designee thirty (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 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 by them for such jury service. Upon being excused from jury service for any day, an employee shall immediately contact their supervisor for assignment for the remainder of their or her 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 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 he 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. The regular overtime rate, if applicable, shall apply to employees who are off duty, provided that any compensation he may receive as witness fees shall be paid over to the City.

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.

Employees selected by the Union to attend collective bargaining sessions between the Union and the City shall not suffer a loss of pay or benefits as a result of attendance at such meetings. However, all efforts shall be made to schedule such meetings so as not to affect the staffing or operation of the Department. Not more than three (3) members shall be allowed this time off for any one meeting. In no event shall attendance at bargaining sessions produce an overtime obligation on the City.

During collective bargaining sessions, bargaining team members may trade time without the application of ARTICLE XVI, Section 12, parts (d) and (e), and further without any records being kept by the City as to trade time debts between employees during such sessions.

Section 6. Educational Leave.

After completing one (1) year of continuous service, an employee, upon written request to the Fire Chief or their designee, and if the leave does not unduly burden fire operations, may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through enrollment in education courses which, in the sole discretion of the Chief or designee, directly relates to, and which will enhance the performance of the employee's duties. 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 Fire Chief or their designee. One year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Replacements shall be considered temporary employees.

Employees shall 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 or approved by the Fire Chief or their designee.

Section 7. Military Leave.

Military leave shall be granted in accordance with ORS 408.290 and federal law. For the purpose of this benefit, the City shall recognize the federal fiscal year of October 1 to September 30.

Section 8. Failure to Return from Leave.

Any employee who is granted a leave of absence and who 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 requested an extension and furnished evidence that he is unable to work by reason of sickness, physical disability, injury or other legitimate reason beyond their control.

ARTICLE XI - COMPENSATION

Section 1. Pay Schedule.

Employees shall be compensated in accordance with the pay schedules attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement.

Engineer, Captain, and Battalion Chief pay will be calculated based upon Top Step Firefighter EMT-Basic pay. Appendix B will reflect the following:

- (a) Engineers will receive an additional:**
 - 3% for the first year (Step 1)
 - 6% for the second year (Step 2)
 - 9% thereafter (Top Step)
- (b) Captains will receive an additional:**
 - 12% for the first year (Step 1)
 - 15% for the second year (Step 2)
 - 18% thereafter (Top Step)
- (c) Battalion Chiefs will receive an additional:**
 - 21% for the first year (Step 1)
 - 24% for the second year (Step 2)
 - 27% for the third year (Step 3)**
 - 30% for the fourth year (Step 4)**
 - 33% thereafter (Top Step)**

When any position not listed on the pay schedule that is appropriate for inclusion in the bargaining unit 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 ORS 243.698.

Section 2. Pay Periods.

Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:00:00 AM on Saturday and ending on the 14th day (Friday) at 11:59:59 PM. Pay days shall be on the Friday following the close of each pay period.

- a) Due to three shifts, regular hours are estimated: 106 hours is the average for a 14-day period.
 - 1) Single Role positions may work a 4/3 schedule of four (4) 10-hour days in a row followed by three (3) days off.**
 - 2) Single Role positions may also work a 4/4 schedule consisting four (4) 12-hourdays in a row followed by four (4) days off.**
- b) Due to three shifts, FLSA hours are estimated: 6 hours is the average for a 14-day pay period.
 - 1) Single Role positions on a 4/3 schedule will not be paid FLSA hours**
 - 2) Single Role positions on a 4/4 schedule will be paid 4.46 hours for a 14-day pay period**
- c) All other hours, such as premium pay (overtime, out of class, call backs) are based on actual hours worked and paid accordingly.
- d) Any leave, such as Vacation, Holiday, Sick or Comp Time, that are used during the 14-day period reduce the average hours paid.
- e) There can be a combination of schedules based on departmental needs.**

Section 3. Overtime.

- (a) 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. Except as provided in Article XVI, Section 12, shift employees shall be compensated at the rate of one and one-half times their regular rate for work performed outside their regularly scheduled straight-time shifts of 106 hours during a fourteen (14) day cycle as set forth in ARTICLE VII, Section 1. Employees usually scheduled to work a 40-hour workweek shall be compensated at overtime rates for all hours worked in excess of forty (40) hours within each workweek as defined in ARTICLE VII Section 1.

For shift employees, overtime may result from scheduled overtime, as well as callbacks and hold-overs as follows:

Call-Back Overtime. For call-back notice of less than 10 hours, employees called back to work shall be paid at the double time rate for one hour, (even if less than one hour is worked), then paid at the rate of time and one half for time worked after the first hour until the beginning of the employee's regular scheduled work shift.

Scheduled Overtime. Scheduled overtime is defined as required overtime work of which the employee received notification via the Fire Department's text/phone messaging system no less than ten (10) hours prior to the reporting time specified, and shall be compensated at one and one-half (1-1/2) times their regular rate of pay. Scheduled overtime also includes work performed in excess of 204 hours in a twenty-seven (27) day cycle that is scheduled by the Department. Such time worked shall also be compensated at one-and-one-half (1-1/2) times an employee's regular rate.

Hold-Over Overtime. Holdover overtime is defined as required overtime work for which an employee is required to remain at work beyond their regular work shift or workday and shall be compensated at one and one-half (1-1/2) times the employee's pay. In no event shall overtime compensation be received twice for the same hours worked.

- (b) Compensation for authorized overtime shall be paid in the form of pay at the applicable rate or banked as compensatory time off. All overtime shall be recorded by the employee and must be approved by the Fire Chief or designated supervisor.
- (c) For purposes of the Company overtime under the Federal Fair Labor Standards Act and state statute only, authorized leave with pay shall be considered hours worked.
- (d) Overtime may be taken in the form of compensatory time off in lieu of paid compensation. Such time off shall be approved by the Fire Chief and shall not be unreasonably withheld. The Fire Chief may withhold approval when the complement of employees has been temporarily reduced due to scheduled vacations, or other previously approved leaves for other employees on that shift. There may be up to a total of two (2) employees on compensatory time off or vacation, at any given time. Permission for such time off must be requested from the affected shift's Battalion Chief at least forty-eight (48) hours in advance of the time off. Compensatory time shall be taken off as a 12-hour block between 8:00 a.m. and 8:00 p.m., or as a 12-hour block between 8:00 p.m. and 8:00 a.m. and shall not unduly disrupt operations of the Fire Department. Provided, however, that the compensatory time off may not be taken by virtue of hours worked in excess of 53 and less than 57 in a work week. The maximum compensation time that may be accrued is 112 hours (80 hours for 40 hour employees). **The maximum accrual of compensatory time for Single-Role positions will be 80 hours.**
- (e) **No member shall be permitted to work in excess of 72 consecutive hours, whether force hired or voluntarily, unless committed to an incident.**
 - i **Upon going off duty after 72 consecutive hours, members shall remain off roster for twelve (12) hours prior to returning to duty.**
 - ii **This restriction does not apply to "non-operational" overtime or other assignments. Example: case reviews, educational classes, and TRT trainings.**

Section 4. EMT Certification.

The City and the Union recognize the need to have highly trained employees to operate the City's rescue equipment and to respond to medical emergencies. To this end, the City and the Union agree as follows:

Emergency Medical Technician-B (EMT-B) certification shall be the mandatory minimum level of certification required for all positions in the bargaining unit.

- (a) The employee shall be responsible for continuing to maintain the required level of EMT certification as a condition of continued employment.
- (b) The City will pay expenses associated with mandatory EMT re-certifications and other mandatory certifications. Such expenses may include transportation and travel costs, application and test fees, registration fees, etc. The City will decide how many employees will be involved at any one time due to budgeting and staffing requirements.
- (c) Except as otherwise provided in this Agreement, certified Emergency Medical Technician Paramedics (EMT-P's), shall be compensated at 11.75% of Top Step Firefighter EMT-Basic pay.

This amount shall be incorporated into the base wage schedule set forth in Appendix B. If any individuals achieve a higher level of certification, the City will pay the premium pay for the higher level.

Section 5. Working Out of Classification.

When an employee is required to work in a higher job classification for at least two (2) hours or more, he/she shall receive the pay rate for the higher classification for time worked in a higher classification until the return to their previous job classification. If an employee takes vacation, sick leave or other paid time off while working in a higher classification and returns to the higher classification, he/she shall be paid their regular position's salary rate for such vacation and sick leave. The Fire Chief may assign an employee to acting in assignments. Subject to the foregoing, the rate of pay shall be the entry level salary established for the higher position or the next level salary if the entry level salary is less than the rate of pay earned in the lower classification.

Section 6. Educational Expense Reimbursement.

The City shall pay the cost of books and tuition for successfully completed, job-related courses which have been approved in advance by the Fire Chief. In the event that an employee leaves City service sooner than two years after completion of the course(s), the amount paid by the City will be deducted from the employee's final paycheck to the extent the deduction does not reduce the employee's wages below legal minimums. If the deduction is not sufficient to fully reimburse the City, the employee shall be responsible to make a direct payment in the amount of the differential.

Section 7. Mileage.

Employees required to report for special duty at any location outside of the City or required to transfer mid-shift to a location other than their normal reporting station and who are required to

use their personal vehicle for transportation to such location shall be compensated for the extra distance driven at the rate established by the City. The mileage for outside of city locations will be the lesser of actual miles traveled or the distance from City Hall to the location of the special duty. Personal vehicle use will only be allowed if a department vehicle is not available. Such mileage reimbursement shall be per City reimbursement process.

Section 8. Haz Mat Team.

Should the City choose to participate in the regional HAZMAT program, the City and the Union agree to bargain the impact of that change.

Section 9. Field Training Paramedic Program.

Should the City participate in a Field Training Paramedic (FTP) Program, each employee assigned by the department as an FTP will be paid an additional 5% of their base hourly wage per shift (24-hour period). A minimum of one FTP shall be assigned per shift.

Single Role employees assigned by the department as a Field Training Paramedic (FTP) will be paid an additional 5% of their base hourly wage per shift while they are in an FTP assignment. A minimum of one FTP shall be assigned to the Single-Role program.

Section 10. Educational Incentive Program.

Employees may receive additional compensation for formal education or education attained through achieving DPSST Certifications by rank. Education incentives cannot be combined, and shall not exceed 3%. Program details are contained in Appendix D.

<u>Formal Education Incentive</u>	<u>DPSST Certification (by rank)</u>
Bachelor's Degree, 2%	DPSST Tier I, 2%
Masters' Degree, 3%	DPSST Tier 2, 3%

Single-Role positions will be eligible to receive additional compensation for formal education as follows: 2% increase for a bachelor's degree or 3% increase for a master's degree. Education incentives cannot be combined and shall not exceed 3%.

Section 11. Physical Fitness Incentive Program.

Employees may receive additional compensation for completing the Voluntary Physical Fitness Exam as described in Appendix "E."

Section 12. Fire Academy Lead Incentive.

Should the City establish a Fire Academy for new hires, an employee serving as the lead instructor in it shall be paid an additional 5% of their base hourly wage per hour that they are reassigned to this role.

Section 13. Longevity Pay.

The City agrees to pay employees a longevity incentive. The longevity incentive will be paid out on the first payday of December each year in the following amounts:

5 years through 9 years of service:	\$1,500
10 years through 14 years of service:	\$2,250
15 years through 19 years of service:	\$3,000
20 years of service and thereafter:	\$3,750

ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 1. Just Cause for Discipline.

No regular employee as defined in ARTICLE XIV, Section 4, may be disciplined except for just cause and after due process. Disciplinary action may be imposed upon any employee for failing to fulfill their ~~or her~~ responsibilities as an employee. Conduct reflecting discredit upon the City or Department or which is a direct hindrance to the effective performance of the 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 political activities forbidden by law.

Section 2. Grounds for Discipline.

Discipline for just cause may include the following:

1. Verbal reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion;
5. Discharge.

Section 3. Paid Administrative Leave, Verbal Reprimands.

An employee may be placed on administrative leave, with pay, while the conduct of the employee is investigated. If the employee is cleared completely, they will be immediately reinstated from administrative leave.

Verbal reprimands shall be identified as such in advance, shall not be grievable, and any reference to a verbal reprimand shall be retained in an employee's file for no more than two years after it occurs.

Section 4. Written Notice of Suspension.

In any case of suspension, a written notice of the charges against the employee, and grounds for suspension shall be supplied to the Union and affected employee. Any disciplinary action that is protested, shall be protested only as grievance through the regular grievance procedure.

Section 5. Written Reprimands.

No written reprimand shall be removed from an employee's personnel file if the conduct reprimanded is directly referenced in subsequent discipline as relating to or being of the same kind or character. Absent discipline that references such a prior reprimand, after two (2) years from the date a written reprimand is issued, and upon the affected employee's request, the reprimand shall be removed from the employee's personnel file.

Section 6. Discharge Within 12 Months Not Grievable.

An employee having less than twelve (12) months continuous service shall serve at the discretion of the City. Discharge from employment within that period, with or without cause, shall not be grievable.

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, provided however, the time limits can be extended by mutual consent of the parties. Once a grievance has been filed in writing it may not be changed except as to facts.

STEP I (Informal). The affected employee shall discuss the problem with the Fire Chief or their designee within fourteen (14) calendar days of its occurrence. The discussion shall include factual details of the incident, the section of this Agreement allegedly violated and the specific remedy requested. The City shall have the fourteen (14) calendar days to attempt to resolve the matter and shall answer the employee either verbally or in writing. If the problem is not resolved within the fourteen (14) calendar days, it may proceed as a grievance to the second step.

STEP II. If the problem has not been settled between the affected employee and the Fire Chief or their designee, it may be presented as a grievance in writing by the Union representative to the Fire Chief within fourteen (14) calendar days 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 Fire Chief shall respond to the Union representative in writing within fourteen (14) calendar days after receipt of the grievance.

STEP III. If the grievance still remains unadjusted, it may be presented by the Union to the City Manager or their designee(s) within fourteen (14) calendar 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 fourteen (14) calendar days.

STEP IV. If the grievance is still unsettled, either party may, within fourteen (14) calendar days after the reply of the City Manager is due, by written notice to the other, request arbitration of the dispute under STEP V.

STEP V. If the grievance is still unsettled, either party may within fourteen (14) calendar days of the decision of the City Manager or their designee, 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 Oregon Employment Relations Board shall be requested to submit a list of five names of Oregon and/or Washington arbitrators. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a prehearing conference and shall prepare a submission agreement regarding the specific issue(s) 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) calendar 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, and 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 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 proceeding, it may cause such 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.

The arbitrator shall retain jurisdiction over the grievance for up to forty-five (45) days after delivery of their decision and any award to the parties to hear and answer requests for clarification or to hear and decide any post-decision motions. The parties shall have up to but no more than twenty-one (21) calendar days from delivery of the decision to file such requests or motions.

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 1 above, shall not interfere with their or other employees’ regular work assignments as employees of the City. On-the-job contacts between stewards and an aggrieved employee shall be made so as not to interfere

with or disrupt regular Fire Department operations and with the consent of the Fire Chief or their designee. Requests for such contacts shall not be unreasonably denied, but shall be limited to a total of no more than six (6) hours per month. Union stewards shall not solicit, or “shop” for grievances while on duty. Time allowed to be authorized for contacts between stewards and an aggrieved employee under this Article shall be used to solve problems, not to encourage them. Stewards shall make every effort to attempt to make contacts during their off duty hours.

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 in the matter of layoff and recall. In the event of a layoff, such a laid off employee may exercise their seniority to bump into a lower job classification within the Department, provided he is qualified to perform the work. To prevent unnecessary disruption and delays, employees must exercise their bumping rights in writing within fourteen (14) calendar days of receipt of notice of layoff. Recall from layoff shall be in the reverse order of seniority, provided the recalled employee is qualified to perform the work.

Seniority shall continue to accrue during:

- (a) Authorized sick leave or disability leave up to ninety (90) calendar days;
- (b) Vacation leave;
- (c) Educational leave approved by the City;
- (d) Military leave as specified in ARTICLE X Section 8;
- (e) Bereavement leave;
- (f) Jury duty;
- (g) Promotion to a supervisory position outside of the bargaining unit for six (6) months;

Section 2. Suspension of Seniority.

Seniority shall be retained, but shall not continue to accrue during:

- (a) Authorized sick leave or disability leave in excess of ninety (90) days;
- (b) Educational leave requested by the employee;
- (c) Military leave in accordance with law;
- (d) Election to a full time paid Union office up to one (1) year, renewable upon application; and
- (e) Other authorized leaves of absence of up to one (1) year.

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 without notification to the Fire Chief or their designee, by the beginning of their next regularly scheduled work shift; (4) Is laid off and fails to report to work within five (5) 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 after 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) Retires.

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 position, 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) **continuous** full months **of work performed**, after which they shall be considered a regular employee and granted seniority retroactively 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. Termination of a probationary employee shall not be subject to the grievance procedure under ARTICLE XIII.

Section 5. Layoff and Recall

Recall from layoff exceeding three (3) shifts shall be by certified letter sent to the employee at their last known address furnished to the City by an employee. It is the sole responsibility of laid-off employees to assure that the City is informed of any changes to their mailing addresses. The City may also use any means to return an employee sooner. The City may require the successful completion of a medical-examination as a prerequisite to returning an employee to work following a layoff, at City expense.

ARTICLE XV - PROMOTIONS

Section 1. Testing

No employee shall be promoted from one rank to another without first having passed a promotion examination. Promotion examinations shall be based upon ascertained merit and standing upon examination. Promotional opportunities shall be posted for at least thirty (30) calendar days prior to the beginning of the testing procedure. In the event that a change in staffing dictates noticing of less than thirty (30) calendar days, the Fire Chief will contact the Association President and discuss the reasons for providing less than thirty (30) calendar days. Whenever a promotional examination is given, the notice announcing such examination shall state: the passing score on all parts of the examination; the relative weight of each part of the examination and the length of time the eligibility list established by the examination process will be effective.

Section 2. Eligibility.

It shall be a prerequisite that any applicant for examination for a position or classification above that of firefighter in the bargaining unit shall have had service for at least two (2) years for Engineer, and three (3) years for Captain, and five (5) years for Battalion Chief in the Fire Department of the City of Ashland. In addition, applicants cannot be eligible to test for a position

unless they have passed and are in good standing on the promotion list for the position directly below the position in which they are testing for.

Promotional vacancies for classifications listed in "Appendix A" may be filled from outside the Ashland Fire Department only in the event of the following:

- (a) If, after posting a promotional opportunity in accordance with Section 1 of this Article, the City receives no notices of intent to participate as outlined in Section 3 of this Article;
- (b) For the Engineer classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two employees within the bargaining unit deemed qualified for the position by virtue of test scores.
- (c) For the Captain classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two (2) employees within the bargaining unit deemed qualified for the position by virtue of test scores.
- (d) For the Battalion Chief classification, if it is found that, after testing in accordance with the terms of this article, there are not at least two (2) employees with the bargaining unit deemed qualified for the position by virtue of test scores.

Section 3. Procedure.

Employees must submit in writing to the Fire Chief or their or her designee, their intent to participate in the testing procedure not later than ten (10) calendar days prior to the test date. The content of the examination shall be limited to measuring of skill, technical knowledge and level of self-development attained for the classification sought by applicants. When examinations are given, the examination board will be made up of panelists from outside the Ashland Fire Department. Two Chief Officers from the Department will provide comments on the accuracy of applicant statements.

3.1 Promotional Process

Candidates will be provided with advanced notice of the grading & scoring criteria which will be used in the assessment process.

3.2 Promotional Process Summary

Each candidate who participates in a promotional process for a position covered by this agreement shall be provided with a promotional process summary which will include constructive feedback from the panelists involved.

Section 4. Credit for Seniority.

In the event two (2) or more applicants are equally qualified by virtue of identical test scores, seniority shall govern placement on the promotional list.

Section 5. Promotional List.

Promotional lists shall be established from test scores, with number one on the list being that employee who had the best or top overall score. The list will serve to advise each applicant of their standing relative to the outcome of the testing procedure.

Section 6. Appointment.

When the City desires to fill a vacancy, the candidates who appear on the promotional list will go through a chief's interview process that will consist of peer evaluations and a final panel interview prior to selection. To unsuccessful candidates, the Fire Chief will provide their reasons for such determination in writing. Unsuccessful candidates who are bargaining unit employees may ask for a meeting with the Chief for feedback on what skills, experience or training may improve the candidates qualifications for the position in the future.

Section 7. Promotional Probationary Period.

Regular employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) **continuous** full months **of work performed**. 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. Such demotion shall not be considered a disciplinary action. The reasons for demotion shall be supplied in writing to the demoted employee within 48 hours after the demotion.

Section 8. Voluntary Stepdown.

- a. Within the first 12 months of their official promotion date, an employee promoted to a classification as high as Battalion Chief may voluntarily stepdown to a lower classification.
- b. 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.
- c. If the individual is stepping down multiple classifications, they will be placed at the top of the active promotional list for the job classification immediately below their previous position. If, however the employee did not hold that position for more than a year prior to being promoted, or did not pass probation prior to their subsequent promotion, they will be placed at the bottom of the active promotional list.
- d. In the event the employee is not promoted prior to the expiration of the above-mentioned list, and if the employee wishes to pursue future promotional opportunities, that employee will be required to retest.

Section 9. Demotion.

If, after investigation, it has been determined that appropriate discipline includes demotion, the affected employee will enter into the job classification of the employee taking over their now vacant position.

The demoted employee will not retain positional seniority in their new job classification. This individual will not be eligible to be placed on promotional lists for 2 years after the day their demotion becomes official.

In the event discipline is based on charges indicating a lack of fitness for supervisory authority (Battalion Chief or Captain), and in the event the demoted employee is to be replaced by another employee who currently fills such a role, the demoted employee will be moved to a position below Captain. The demoted employee will be moved to Engineer only if an Engineer position becomes vacant within 60 days of the demotion's effective date. The employee will otherwise be assigned as a Firefighter.

Regardless of their final disposition, the demoted employee will not be eligible for promotion to a supervisory role for **one (1)** year after the day their demotion becomes official.

ARTICLE XVI - GENERAL PROVISIONS

Section 1. 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 posting 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

In addition, the Union may post one IAFF sign, and may use the dayroom for Union meetings, provided they first secure permission from the Captain.

Section 2. New Hire Meeting.

The City agrees to schedule one hour during a newly hired employee's first full 40-hour work week a meeting with the union president and/or designee. For the purpose of discussing union membership and any other union business deemed necessary.

Section 3. Visits by Union Representatives.

The City agrees that accredited representatives of the International Association of Firefighters and the Oregon State Firefighters Council, upon reasonable and proper introduction, may have

reasonable access to the premises of the City at any time during working hours for the purposes of assisting in the administration of this Agreement, if they first obtain permission to do so from the Fire Chief or their designated representative.

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.

It is understood and agreed that there exists within the Fire Department certain established working conditions which constitute employment relations under ORS 243.650 through 243.782 which shall continue in effect for the term of this Agreement, unless or until changed by mutual agreement of the parties, or by the City in accord with its prerogatives stated elsewhere in this Agreement, or as required by appropriate State or Federal laws, orders or regulations. In case of changes by other than mutual agreement, the Union shall be notified as soon as practicable of a change or proposed change.

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 written work rules, 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.

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:

- (a) The need for mentally and physically alert City employees;
- (b) Insulating employees from potential conflict of interest situations;
- (c) 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.

Outside employment may not limit or restrict the employee from being called back to duty by the Chief or their designee, when they deem it necessary for the health, safety and welfare of the City.

Section 8. 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 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 reason, or where the work load 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 articles shall be provided by the City. Lost protective clothing or devices, or damage to protective clothing or devices due to negligence, shall be reimbursed to the City by the employee. Failure of an employee to wear required uniforms, protective clothing, or use protective devices as prescribed by the City shall be cause for disciplinary action as set forth in ARTICLE XII. Loss or damage to personal items owned by the employee shall be the responsibility of the employee.

Section 10. Position Classification.

The general classifications of labor which shall be recognized throughout this Agreement shall be those set forth in Appendix A.

Section 11. Personnel Files.

Employees shall have the right to:

- (a) Inspect their official personnel records kept in the office of the Personnel Director on a quarterly basis.
- (b) Acknowledge the placement of new materials in their files.
- (c) Challenge or reply to materials which the employee believes to be obsolete or otherwise inappropriate for evaluation, promotion, or retention.

Section 12. Shift Trades.

The City shall allow shift trades provided that:

- (a) Such trades are applied for using department approved (staffing program's) electronic form
- (b) Permission is granted by the affected shifts' supervisor prior to the shift to be traded. Such permission shall not be unreasonably denied;
- (c) The City shall not be liable for payback of a shift or shifts traded or overtime worked as a result of such trades

- (d) Trades shall not interfere with the operations of the Fire Department. This section shall be interpreted to include protection of paramedic staff. Scheduled trade paybacks shall not be satisfied through the use of vacation leave, compensation time or other leave, only hours worked
- (e) Trades shall occur only between employees of the same job classification, or between equally qualified employees.
- (f) **Single-Role positions may only trade within the same classification. The trade cannot cause OT at the burden of the City and must be approved by a battalion chief prior to completing**

Section 13. Temporary Employees.

Temporary positions will be allowed in the bargaining unit under the following conditions:

- a) Temporary positions can only be filled by active Ashland Firefighter Association members that are in good standing.
- b) Persons placed into temporary positions will remain an active Ashland Firefighter Association member and continue to pay dues accordingly.
- c) Temporary positions will have a clear ending date up to a maximum of three (3) months.
- d) Temporary employees are only allowed to fill the last position they held in the bargaining unit.
- e) Upon appointing a temporary position, the City of Ashland will provide the Ashland firefighters Association with a letter stating the temporary employee's position and the duration of the temporary assignment (end date).

Section 14. Fitness for Duty

The City reserves the right to require employees to provide verification of medical ability to perform the essential functions of their positions, as well as confirmation of any limitations on an employee's ability to perform such essential functions, so long as such verification is consistent with applicable law. Verification may be required if the City can articulate a reasonable, good faith basis for the need for verification.

The verification will be limited to the determination of whether the employee can perform their essential job duties without a direct threat to their safety or the safety of others. All medical information released pursuant to a fitness-for-duty test will be maintained in the employee's confidential medical file and released only on a need-to-know basis. The City will place any employee who is required to submit to a fitness-for-duty test on paid administrative leave until the verification is obtained.

The City will also pay for the cost of the evaluation, as well as the time spent by the employee undergoing the required evaluation and traveling to/from the evaluation.

If an employee is deemed to be unfit for duty, the employee may seek a second opinion from their physician or appropriate medical provider. Costs associated with obtaining a second opinion will be paid by the employee.

In the event there is a disagreement between the City's medical provider and the employee's medical provider, a third medical provider's evaluation will be obtained. The third medical provider will be mutually agreed upon by the City and the employee. The third medical provider's opinion on the employee's fitness for duty will be the final and binding decision on the matter. All costs associated with this evaluation will be split equally by the City and the employee.

ARTICLE XVII - HEALTH AND WELFARE AND RETIREMENT

Section 1. Health and Welfare. The Employee Health Benefits Advisory Committee including one (1) representative of the Ashland Firefighters Association shall meet at least two (2) times per year for the purpose of reviewing program performance and providing feedback to the City Administration/HR on benefit programs.

Health benefits and other insurance will be provided to the IAFF represented employees under the same conditions and restrictions as provided to all other City employees. Adjustments to the health benefits plan may be made by the City. See Appendix C – Health and Welfare Benefits.

Section 2. 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. Upon retirement, one-half of accumulated sick leave will be applied to retirement as set forth in ORS 238.350. The City will also assume or pay the employee's contributions required by ORS for all employees included under this Agreement at a uniform rate of six (6) percent.

Section 3. 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 **MissionSquare or Voya**). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member. In addition, as an incentive to amend language regarding the provision of health insurance benefits to make clear the City has agreed to provide a health insurance package and not specific individual benefits, the City agrees to contribute \$25.00 per month to an eligible deferred compensation program for each member of the bargaining group.

ARTICLE XVIII - WORKERS' COMPENSATION

Section 1. Workers' 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.

Section 2. Supplementary Payment.

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, as described in ARTICLE VIII, Section 4.

ARTICLE XIX - LIABILITY INSURANCE

The City shall purchase liability insurance as set forth in ORS 30.282 and containing such terms and conditions as are necessary 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.

ARTICLE XX - SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause.

Should any article, section, or portion thereof, of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful or 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.

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. The City shall not reduce 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 XXI - TERMINATION AND REOPENING

This Agreement shall be effective as of the 1st day of July, 2025 or upon execution, whichever is later, 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. This Agreement nullifies and supersedes all previous documents including Letters of Understanding between the parties unless such documents are specifically reinstated for the duration of this Agreement.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not sooner than one hundred eighty (180) days nor less than ninety (90) 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 notice to modify is given, those provisions not reopened shall automatically renew. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after said notice, unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiation.

**Ashland Firefighters Association,
International Association of Firefighters,
Local #1269**

City of Ashland, Oregon

By: _____
Brandon Winwood, President

By: _____
Sabrina Cotta, City Manager

By: _____
Andrew Burns, Vice-President

: _____

Date: _____

: _____

APPENDIX A

CLASSIFICATIONS WITHIN THE BARGAINING UNIT

Firefighter

Fire Engineer

Fire Captain

Battalion Chief

Single-Role EMT

Single-Role Paramedic

APPENDIX B SALARY SCHEDULE

The City agrees to increase wages by 4.0% effective **July 1, 2025**, for all positions in the bargaining unit.

The City agrees to increase wages 4.0% **July 1, 2026**, for all positions in the bargaining unit.”.

The City agrees to increase wages 4.0% **July 1, 2027**, for all positions in the bargaining unit.

A detailed explanation of how incentives are calculated follows the Salary Schedule.

Effective 7/1/2025

Pay Grade	JOB TITLE		1	2	3	4	5	6
715		Hourly	\$24.5226	\$25.7488	\$27.0362	\$28.3879	\$29.8074	
		Annual	\$51,007.01	\$53,557.50	\$56,235.30	\$59,046.83	\$61,999.39	
715 GRAND	Single Role - EMT	*Step 1 is for first 6 months, Steps 2-5 occur every 12 months						
716		Hourly	\$32.4688	\$34.0923	\$35.7969	\$37.5868	\$39.4660	
		Annual	\$67,535.10	\$70,911.98	\$74,457.55	\$78,180.54	\$82,089.28	
716 GRAND	Single Role - Paramedic	*Step 1 is for first 6 months, Steps 2-5 occur every 12 months						
701		Hourly	\$25.1338	\$26.4394	\$27.8151	\$29.1206	\$30.4729	\$31.7552
		Annual	\$69,218.49	\$72,814.11	\$76,602.79	\$80,198.13	\$83,922.37	\$87,453.82
701 GRAND	Firefighter EMT - B	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
702		Hourly	\$26.0864	\$27.3920	\$28.7677	\$30.0732	\$31.4255	\$32.7079
		Annual	\$71,841.95	\$75,437.57	\$79,226.25	\$82,821.59	\$86,545.83	\$90,077.56
702 GRAND	Firefighter EMT - I	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
703		Hourly	\$28.8650	\$30.1705	\$31.5462	\$32.8518	\$34.2042	\$35.4865
		Annual	\$79,494.21	\$83,089.56	\$86,878.23	\$90,473.86	\$94,198.37	\$97,729.82
703 GRAND	Firefighter EMT - P	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
7XX		Hourly	\$32.7079	\$33.6606	\$34.6132			
		Annual	\$90,077.56	\$92,701.29	\$95,324.75			
7XX GRAND	Engineer EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$33.6606	\$34.6132	\$35.5659			
		Annual	\$92,701.29	\$95,324.75	\$97,948.49			
7XX GRAND	Engineer EMT - I	*Steps occur every 12 months						
706		Hourly	\$36.4391	\$37.3917	\$38.3445			
		Annual	\$100,353.28	\$102,976.74	\$105,600.75			
706 GRAND	Engineer EMT - P	*Steps occur every 12 months						

Pay Grade	JOB TITLE		1	2	3	4	5	6
7XX		Hourly	\$35.5659	\$36.5186	\$37.4712			
		Annual	\$97,948.49	\$100,572.22	\$103,195.68			
7XX GRAND	Captain EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$36.5186	\$37.4712	\$38.4238			
		Annual	\$100,572.22	\$103,195.68	\$105,819.15			
7XX GRAND	Captain EMT - I	*Steps occur every 12 months						
709		Hourly	\$39.2971	\$40.2497	\$41.2024			
		Annual	\$108,224.21	\$110,847.67	\$113,471.41			
709 GRAND	Captain EMT - P	*Steps occur every 12 months						
7XX		Hourly	\$38.4238	\$39.3764	\$40.3291	\$41.2819	\$42.2345	
		Annual	\$105,819.15	\$108,442.61	\$111,066.34	\$113,690.35	\$116,313.81	
7XX GRAND	Battalion Chief EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$39.3764	\$40.3291	\$41.2818	\$42.2345	\$43.1872	
		Annual	\$108,442.61	\$111,066.34	\$113,690.08	\$116,313.81	\$118,937.55	
7XX GRAND	Battalion Chief EMT - I	*Steps occur every 12 months						
712		Hourly	\$42.1551	\$43.1078	\$44.0604	\$45.0131	\$45.9657	
		Annual	\$116,095.15	\$118,718.88	\$121,342.34	\$123,966.08	\$126,589.54	
712 GRAND	Battalion Chief EMT - P	*Steps occur every 12 months						

Effective 7/1/2026

Pay Grade	JOB TITLE		1	2	3	4	5	6
715		Hourly	\$25.5035	\$26.7788	\$28.1176	\$29.5234	\$30.9997	
		Annual	\$53,047.29	\$55,699.80	\$58,484.71	\$61,408.71	\$64,479.37	
715 GRAND	Single Role - EMT	*Step 1 is for first 6 months, Steps 2-5 occur every 12 months						
716		Hourly	\$33.7676	\$35.4560	\$37.2288	\$39.0903	\$41.0446	
		Annual	\$70,236.51	\$73,748.46	\$77,435.85	\$81,307.77	\$85,372.85	
716 GRAND	Single Role - Paramedic	*Step 1 is for first 6 months, Steps 2-5 occur every 12 months						
701		Hourly	\$26.1392	\$27.4970	\$28.9277	\$30.2854	\$31.6918	\$33.0254
		Annual	\$71,987.22	\$75,726.67	\$79,666.90	\$83,406.06	\$87,279.26	\$90,951.97
701 GRAND	Firefighter EMT - B	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
702		Hourly	\$27.1299	\$28.4877	\$29.9184	\$31.2761	\$32.6825	\$34.0162
		Annual	\$74,715.62	\$78,455.07	\$82,395.30	\$86,134.46	\$90,007.66	\$93,680.66
702 GRAND	Firefighter EMT - I	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
703		Hourly	\$30.0196	\$31.3773	\$32.8080	\$34.1659	\$35.5724	\$36.9060
		Annual	\$82,673.98	\$86,413.14	\$90,353.36	\$94,092.81	\$97,966.30	\$101,639.01
703 GRAND	Firefighter EMT - P	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
7XX		Hourly	\$34.0162	\$35.0070	\$35.9977			
		Annual	\$93,680.66	\$96,409.34	\$99,137.74			
7XX GRAND	Engineer EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$35.0070	\$35.9977	\$36.9885			
		Annual	\$96,409.34	\$99,137.74	\$101,866.43			
7XX GRAND	Engineer EMT - I	*Steps occur every 12 months						
706		Hourly	\$37.8967	\$38.8874	\$39.8783			
		Annual	\$104,367.41	\$107,095.81	\$109,824.78			
706 GRAND	Engineer EMT - P	*Steps occur every 12 months						

Pay Grade	JOB TITLE		1	2	3	4	5	6
7XX		Hourly	\$36.9885	\$37.9793	\$38.9700			
		Annual	\$101,866.43	\$104,595.11	\$107,323.51			
7XX GRAND	Captain EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$37.9793	\$38.9700	\$39.9608			
		Annual	\$104,595.11	\$107,323.51	\$110,051.91			
7XX GRAND	Captain EMT - I	*Steps occur every 12 months						
709		Hourly	\$40.8690	\$41.8597	\$42.8505			
		Annual	\$112,553.18	\$115,281.58	\$118,010.27			
709 GRAND	Captain EMT - P	*Steps occur every 12 months						
7XX		Hourly	\$39.9608	\$40.9515	\$41.9423	\$42.9332	\$43.9239	
		Annual	\$110,051.91	\$112,780.31	\$115,509.00	\$118,237.97	\$120,966.37	
7XX GRAND	Battalion Chief EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$40.9515	\$41.9423	\$42.9331	\$43.9239	\$44.9147	
		Annual	\$112,780.31	\$115,509.00	\$118,237.68	\$120,966.37	\$123,695.05	
7XX GRAND	Battalion Chief EMT - I	*Steps occur every 12 months						
712		Hourly	\$43.8413	\$44.8321	\$45.8228	\$46.8136	\$47.8043	
		Annual	\$120,738.95	\$123,467.64	\$126,196.04	\$128,924.72	\$131,653.12	
712 GRAND	Battalion Chief EMT - P	*Steps occur every 12 months						

Effective 7/1/2027

Pay Grade	JOB TITLE		1	2	3	4	5	6
715		Hourly	\$26.5236	\$27.8499	\$29.2424	\$30.7044	\$32.2397	
		Annual	\$55,169.18	\$57,927.80	\$60,824.10	\$63,865.05	\$67,058.54	
715 GRAND	Single Role - EMT	*Step 1 is for first 6 months, Steps 2-5 occur every 12 months						
716		Hourly	\$35.1183	\$36.8742	\$38.7179	\$40.6539	\$42.6864	
		Annual	\$73,045.97	\$76,698.40	\$80,533.29	\$84,560.08	\$88,787.77	
716 GRAND	Single Role - Paramedic	*Step 1 is for first 6 months, Steps 2-5 occur every 12 months						
701		Hourly	\$27.1847	\$28.5969	\$30.0848	\$31.4968	\$32.9595	\$34.3464
		Annual	\$74,866.71	\$78,755.74	\$82,853.57	\$86,742.30	\$90,770.43	\$94,590.05
701 GRAND	Firefighter EMT - B	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
702		Hourly	\$28.2151	\$29.6272	\$31.1151	\$32.5272	\$33.9898	\$35.3769
		Annual	\$77,704.25	\$81,593.27	\$85,691.11	\$89,579.83	\$93,607.97	\$97,427.89
702 GRAND	Firefighter EMT - I	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
703		Hourly	\$31.2204	\$32.6324	\$34.1204	\$35.5325	\$36.9953	\$38.3822
		Annual	\$85,980.94	\$89,869.66	\$93,967.50	\$97,856.52	\$101,884.95	\$105,704.57
703 GRAND	Firefighter EMT - P	*Steps 1 & 2 are for 6 months each, Steps 3-6 occur every 12 months						
7XX		Hourly	\$35.3769	\$36.4073	\$37.4376			
		Annual	\$97,427.89	\$100,265.72	\$103,103.25			
7XX GRAND	Engineer EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$36.4073	\$37.4376	\$38.4681			
		Annual	\$100,265.72	\$103,103.25	\$105,941.09			
7XX GRAND	Engineer EMT - I	*Steps occur every 12 months						
706		Hourly	\$39.4125	\$40.4429	\$41.4734			
		Annual	\$108,542.11	\$111,379.64	\$114,217.77			
706 GRAND	Engineer EMT - P	*Steps occur every 12 months						

Pay Grade	JOB TITLE		1	2	3	4	5	6
7XX		Hourly	\$38.4681	\$39.4985	\$40.5288			
		Annual	\$105,941.09	\$108,778.92	\$111,616.45			
7XX GRAND	Captain EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$39.4985	\$40.5288	\$41.5592			
		Annual	\$108,778.92	\$111,616.45	\$114,453.99			
7XX GRAND	Captain EMT - I	*Steps occur every 12 months						
709		Hourly	\$42.5037	\$43.5341	\$44.5645			
		Annual	\$117,055.31	\$119,892.84	\$122,730.68			
709 GRAND	Captain EMT - P	*Steps occur every 12 months						
7XX		Hourly	\$41.5592	\$42.5895	\$43.6200	\$44.6505	\$45.6808	
		Annual	\$114,453.99	\$117,291.52	\$120,129.35	\$122,967.49	\$125,805.02	
7XX GRAND	Battalion Chief EMT - B	*Steps occur every 12 months						
7XX		Hourly	\$42.5895	\$43.6200	\$44.6504	\$45.6808	\$46.7113	
		Annual	\$117,291.52	\$120,129.35	\$122,967.19	\$125,805.02	\$128,642.85	
7XX GRAND	Battalion Chief EMT - I	*Steps occur every 12 months						
712		Hourly	\$45.5950	\$46.6254	\$47.6557	\$48.6862	\$49.7165	
		Annual	\$125,568.51	\$128,406.34	\$131,243.88	\$134,081.71	\$136,919.24	
712 GRAND	Battalion Chief EMT - P	*Steps occur every 12 months						

This shall serve as a Memo of Understanding between the City of Ashland and the Ashland Firefighters Association regarding clarification on calculating and building the fire salary schedule. Including, calculating and applying incentive pays and COLAs.

THE FIREFIGHTER EMT “B” (FF EMT B) IS THE BASELINE PAY RANGE FOR ALL PAY RANGES AND BUILDING CERTIFICATION PAYS.

EMT “I” Certification Pay – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an “add on” to each of the EMT “I” rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule.

Example: 2011 rate 3% of FF EMT B = \$21.6173 x 3% = \$.6485 EMT I Certification Rate

EMT “P” Certification Pay – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an “add on” to each of the EMT “P” rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule.

Example: 2011 rate 7.25% of FF EMT B = \$21.6173 x 7.25% = \$1.5673 EMT P Certification Rate

FIREFIGHTER EMT “B” - (FF EMT B)- Take the current rates and steps then multiply the COLA (if any) to each of them in the FIREFIGHTER EMT “B” range. This will establish the baseline for the new range for all groups. Top Step FIREFIGHTER EMT “B” is used in all classifications.

Example: 2014 Top Step FIREFIGHTER EMT B Rate = FF EMT B \$22.7112 x 3% = \$23.3925

FIREFIGHTER EMT “I” – Using the FF EMT B pay schedule take each step and add the EMT “I” Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT I Rate with EMT I Certification = FIREFIGHTER EMT B \$23.3925 + EMT I Certification Pay \$0.6485 = \$24.0410*

FIREFIGHTER EMT “P” - Using the FF EMT B pay schedule take each step and add the EMT “P” Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT P Rate with EMT P Certification = FIREFIGHTER EMT B \$23.3925 + EMT P Certification Pay \$2.7486 = \$26.1411*

ENGINEER EMT “B” – Using top step FF EMT B pay schedule multiply 3% to step 1, Using top step FF EMT B pay schedule multiply 6% to step 2, Using top step FF EMT B pay schedule multiply 9% to step 3. *Example: 2014 Top Step Engineer EMT B Rate = FF EMT B \$23.3925 x 9% = \$25.4978*

ENGINEER EMT “I” – Using the scale from the ENGINEER EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT I Rate with EMT I Certification = ENGINEER EMT B \$25.4978 + EMT I Certification Pay \$0.6485 = \$26.1463*

ENGINEER EMT “P” – Using the scale from the ENGINEER EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT P Rate with EMT P Certification = ENGINEER EMT B \$25.4978 + EMT P Certification Pay \$2.7486 = \$28.2464*

CAPTAIN EMT “B”- Using top step FF EMT B pay schedule multiply 12% to step 1, Using top step FF EMT B pay schedule multiply 15% to step 2, Using top step FF EMT B pay schedule multiply 18% to step 3. *Example: 2014 Top Step CAPTAIN EMT B Rate = FF EMT B \$23.3925 x 18% = \$27.6032*

CAPTAIN EMT “I”- Using the scale from the CAPTAIN EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT I Rate with EMT I Certification = CAPTAIN EMT B \$27.6032 + EMT I Certification Pay \$0.6485 = \$28.2517*

CAPTAIN EMT “P”- Using the scale from the CAPTAIN EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT P Rate with EMT P Certification = CAPTAIN EMT B \$27.6032 + EMT P Certification Pay \$2.7486 = \$30.3518*

BATTALION CHIEF EMT “B”- Using top step FF EMT B pay schedule multiply 21% to step 1, Using top step FF EMT B pay schedule multiply 24% to step 2, Using top step FF EMT B pay schedule multiply 27% to step 3, **Using the top step FF EMT B pay schedule multiply 30% to step 4, Using top step FF EMT B pay schedule multiply 33% to step 5.** *Example: 2014 Top Step BATTALION CHIEF EMT B Rate = FF EMT B \$23.3925 x 27% = \$29.7085*

BATTALION CHIEF EMT “I”- Using the scale from the BATTALION CHIEF EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT I Rate with EMT I Certification = BATTALION CHIEF EMT B \$29.7085 + EMT I Certification Pay \$0.6485 = \$30.3570*

BATTALION CHIEF EMT “P”- Using the scale from the BATTALION CHIEF EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT P Rate with EMT P Certification = BATTALION CHIEF EMT B \$29.7085 + EMT P Certification Pay \$2.7486 = \$32.4571*

CALCULATING MONTHLY - For fire staff that follows the firefighter salary schedule, use 242.66 hours. This is based on the hours worked under FLSA. *For example: In 2014 a top step Firefighter EMT B hourly rate was \$23.3925, so monthly would calculate to: \$23.3925 x 242.66 = \$5676.42 or \$5676*

APPENDIX C

HEALTH AND WELFARE BENEFITS

Section 1. Health and Welfare. The City agrees to pay ninety-five percent (95%) of the premium for employee and/or family coverage through the term of this agreement for the following health and welfare plans. The employee agrees to pay five percent (5%) of the premium, to be deducted from the employee's check through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans. Plan benefits are subject to annual adjustments. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments.

Retired employees shall be allowed to participate in the existing insurance plan at their own expense to the extent required by state or federal law. The City shall also make available to employees an optional choice to participate in a Flexible Spending Account Program (pretax health premium and health and dependent care expense reimbursement).

Section 2. Health Insurance. (includes Vision plan) – Employee and family coverage. 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.

Section 3. Dental Insurance. Employee and family coverage. Employees may choose between two dental insurance plans: Willamette Dental with Ortho and Delta Dental III with Ortho.

Section 4. Mercy Flights Insurance - Family coverage.

City paid reimbursement for programs contained in the City's Wellness Program.

Other benefit levels and maximum premium payments by the City shall be as follows:

State mandated Life Insurance	\$10,000 in life coverage (duty connected only)
Standard Life Insurance	\$1,000 in coverage
Standard Dependent Life Insurance	\$1,000/ dependent
Salary Continuation Plan (LTD)	66.67%, Up to \$2,000/month

Section 5. Physical Fitness Reimbursement. 50% of membership cost up to a maximum of \$120 per year.

Section 6. Athletic Shoe Reimbursement. The City will continue to reimburse employees for the cost of athletic shoes for work, up to a maximum of \$100. All requests will be submitted to payroll and will be processed as a taxable benefit.

Section 7. HRA Contribution. The City will contribute an amount equivalent to 3% of top-step Firefighter earnings per paycheck into an HRA-VEBA account for the employee and their eligible dependents to use for eligible healthcare expenses.

APPENDIX D EDUCATIONAL INCENTIVE PROGRAM

Education: **Compensation:**

Bachelor's Degree 2% Master's Degree 3%

OR

DPSST Tier 1 2%
DPSST Tier 2 3%

Members may only earn one incentive in their permanently assigned rank and may not earn incentives for ranks above or below their current permanently assigned rank. If the member is assigned as FPOC they will continue to earn the incentives they've achieved for their current permanently assigned rank, not the FPOC position.

RANK	DPSST CERTIFICATIONS TO QUALIFY FOR INCENTIVE * Revised 7/1/2018	
Firefighter	Tier 1	DPSST NFPA Firefighter I DPPST NFPA Rope Rescue Operations Level DPSST Company Level Inspector
	Tier 2	DPSST Wildland Firefighter Type 2 DPPST Wildland Firefighter Type 1
Engineer	Tier 1	DPSST NFPA Firefighter II DPSST NFPA Fire Instructor I
	Tier 2	DPSST NFPA Rope Rescue – Technician Level DPSST NFPA Apparatus Equipped with Fire Pump
Captain	Tier 1	DPSST Interface/Wildland Engine Boss DPSST NFPA Confined Space Rescue
	Tier 2	DPSST NFPA Fire Officer I DPSST Trench Rescue
Battalion Chief	Tier 1	DPSST NFPA Fire Officer II DPSST NFPA Fire Instructor II
	Tier 2	Fire Officer III RVFCA IMT Strike Team/Task Force Leader

Effective July 1, 2018 any member not previously receiving DPSST certification pay must obtain the required courses as listed above.

Existing members already receiving DPSST Certification pay under the previous contract incentive structure will be grandfathered into the new contract. DPPSST incentive pay will remain in-place during the term of this contract for those grandfathered members, unless or until, they pursue a higher level of certification under the new incentive structure as stated above.

APPENDIX E

VOLUNTARY FITNESS INCENTIVE PROGRAM

Voluntary Fitness Incentive. Employees are eligible for incentive pay of 1% for successfully passing the physical agility test each year. Incentive pay of 1% (based off top step fire fighter pay) will be added to the employee's compensation. The same amount will be contributed to a 401(a) account for any members who qualify for the Fitness incentive in the prior year by passing with a time less than 10 minutes **or 45 minutes for single roles.**

Program Details:

A minimum of three attempts will be set-up by the program coordinator throughout the fiscal year. One hour of comp time will be given for each attempt. Once a candidate passes, no comp time will be allowed for additional attempts during the fiscal year. A candidate may substitute a CPAT test at their own cost and produce a validated card in lieu of participating in the department physical agility test. A candidate may retake the test after filing during the next established testing date in order to pass the physical agility test.

Candidates must pass the physical agility test once during the fiscal year to receive the incentive the following July 1st. All incentive pay becomes effective July 1st the following year regardless of when the candidate achieved a passing score.

Test Elements:

Wearing department approved workout clothing, candidate wears turnout jacket and don SCBA. (The candidate will not at any time hook into the SCBA).

1. **Time Starts: Hose stair climb** – Candidate will shoulder a rolled 50' section of 3" and climb stairs at SOU Stadium or equivalent. Once at the top, the roll of 3" will be laid down at specified location and the event will end. (Steps can be skipped on the way up).
2. **Hose Hoist** – A 50' rolled 3" at end of rope will be set at ground level. Candidate will hand over hand pull the rolled 3" up the side of the stadium and over the railing. Event stops when the hose is laid down at specified location and candidate descends the stairs using every stair.
3. **Sled** – Candidate will use a sledgehammer to strike the sled and push it required distance down the track. Event stops when sled reaches required distance.
4. **Attack hose advance** – Candidate will hold nozzle of a charged 1.75' pre-connect and advance it 100' where a cone must be sprayed with water. Event ends when cone is sprayed.
5. **Dummy Drag** – dummy is to be pulled approximately 150' (width of SOU stadium or equivalent) by candidate. Event ends when dummy is drug across the finish line.

Time Ends. ** All 5 events must be completed in less than 10 minutes to be eligible for incentive pay.*

Testing for the Single Role positions will consist of the work capacity test (commonly referred to as the Pack Test). This test is comprised of:

A three (3) mile hike on flat ground while wearing a 45 pound harness/pack and must be completed in under 45 minutes.

APPENDIX F

PURPOSES FOR THE USE OF 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.

IAFF Positions - Old Salary Schedule vs.New Salary Schedule FY26-FY28

Green = Old Salary Schedule

Yellow = New Salary Schedule per Comp & Class Recommendation

SINGLE ROLE EMT

FY 26	Step 1	Step 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Adjustment	Step 1	Step 2		Step 3		Step 4		Step 5		
4%	\$ 51,007	\$ 53,558	\$ 55,037	\$ 56,235	\$ 58,386	\$ 59,047	\$ 61,942	\$ 63,794	\$ 65,707	\$ 67,683

FY 27	Step 1	Step 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2%	Step 1	Step 2		Step 3		Step 4		Step 5		
4%	\$ 53,047	\$ 55,700	\$ 56,138	\$ 57,814	\$ 58,485	\$ 61,346	\$ 63,181	\$ 65,069	\$ 67,021	\$ 69,037

FY 28	Step 1	Step 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2%	Step 1		Step 2		Step 3		Step 4		Step 5	
4%	\$ 55,169	\$ 57,260	\$ 57,928	\$ 58,970	\$ 60,744	\$ 62,573	\$ 64,445	\$ 66,371	\$ 68,362	\$ 70,418

SINGLE ROLE PARAMEDIC

FY 26	Step 1	Step 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Adjustment	Step 1		Step 2		Step 3		Step 4		Step 5	
4%	\$ 67,535	\$ 70,912	\$ 72,738	\$ 74,458	\$ 77,166	\$ 79,477	\$ 81,869	\$ 84,323	\$ 86,861	\$ 82,089

FY 27	Step 1	Step 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2%	Step 1		Step 2		Step 3		Step 4		Step 5	
4%	\$ 70,237	\$ 73,748	\$ 74,192	\$ 76,420	\$ 77,436	\$ 81,066	\$ 83,506	\$ 85,373	\$ 86,010	\$ 88,598

FY 28	Step 1	Step 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2%	Step 1		Step 2		Step 3		Step 4		Step 5	
4%	\$ 73,046	\$ 75,676	\$ 77,948	\$ 80,284	\$ 82,688	\$ 85,176	\$ 87,730	\$ 88,788	\$ 90,370	\$ 84,560

FIREFIGHTER BASIC

FY 26		Step 1	Step 2		Step 3		Step 4	Step 5		Step 6		Step 7	Step 8	
	Step 1			Step 2		Step 3			Step 4		Step 5			Step 6
Adjustment		\$ 70,616	\$ 72,738		\$ 74,922		\$ 77,166	\$ 79,477		\$ 81,869		\$ 84,323	\$ 86,861	
4%	\$ 69,218			\$ 72,814		\$ 76,603			\$ 80,198		\$ 83,922			\$ 87,454

FY 27		Step 1	Step 2		Step 3	Step 4		Step 5		Step 6	Step 7		Step 8	
	Step 1			Step 2			Step 3		Step 4			Step 5		Step 6
2%		\$ 72,028	\$ 74,192		\$ 76,420	\$ 78,710		\$ 81,066		\$ 83,506	\$ 86,010		\$ 88,598	
4%	\$ 71,987			\$ 75,727			\$ 79,667		\$ 83,406			\$ 87,279		\$ 90,952

FY 28	Step 1		Step 2	Step 3		Step 4	Step 5		Step 6		Step 7	Step 8		
		Step 1			Step 2			Step 3		Step 4			Step 5	Step 6
2%	\$ 73,469		\$ 75,676	\$ 77,948		\$ 80,284	\$ 82,688		\$ 85,176		\$ 87,730	\$ 90,370		
4%	\$ 74,867				\$ 78,756			\$ 82,854		\$ 86,742			\$ 90,770	\$ 94,590

FIREFIGHTER PARAMEDIC

FY 26		Step 1		Step 2		Step 3	Step 4		Step 5		Step 6		Step 7	Step 8
	Step 1		Step 2		Step 3			Step 4		Step 5		Step 6		
Adjustment		\$ 82,368		\$ 84,843		\$ 87,381	\$ 90,007		\$ 92,706		\$ 95,493		\$ 98,363	\$ 101,317
4%	\$ 79,494		\$ 83,090		\$ 86,878			\$ 90,474		\$ 94,198		\$ 97,730		

FY 27		Step 1		Step 2	Step 3		Step 4		Step 5	Step 6		Step 7		Step 8
	Step 1		Step 2			Step 3		Step 4			Step 5		Step 6	
2%		\$ 84,015		\$ 86,540	\$ 89,128		\$ 91,807		\$ 94,560	\$ 97,403		\$ 100,330		\$ 103,343
4%	\$ 82,674		\$ 86,413			\$ 90,353		\$ 94,093			\$ 97,966		\$ 101,639	

FY 28	Step 1		Step 2		Step 3	Step 4		Step 5		Step 6		Step 7	Step 8	
		Step 1		Step 2			Step 3		Step 4		Step 5			Step 6
2%	\$ 85,696		\$ 88,271		\$ 90,911	\$ 93,643		\$ 96,451		\$ 99,351		\$ 102,337	\$ 105,410	
4%	\$ 85,981			\$ 89,870			\$ 93,968		\$ 97,857		\$ 101,885			\$ 105,705

ENGINEER

FY 26	Step 1	Step 2		Step 3		Step 4		Step 5	Step 6	Step 7	Step 8
			Step 1		Step 2		Step 3				
Adjustment	\$ 95,020	\$ 97,683		\$ 100,428		\$ 103,266		\$ 106,190	\$ 109,185	\$ 112,284	\$ 115,467
4%			\$ 100,353		\$ 102,977		\$ 105,601				

FY 27	Step 1	Step 2	Step 3		Step 4		Step 5		Step 6	Step 7	Step 8
				Step 1		Step 2		Step 3			
2%	\$ 96,921	\$ 99,636	\$ 102,437		\$ 105,331		\$ 108,314		\$ 111,369	\$ 114,531	\$ 117,776
4%				\$ 104,367		\$ 107,096		\$ 109,825			

FY28	Step 1	Step 2	Step 3	Step 4		Step 5		Step 6		Step 7	Step 8
					Step 1		Step 2		Step 3		
2%	\$ 98,859	\$ 101,629	\$ 104,486	\$ 107,438		\$ 110,480		\$ 113,596		\$ 116,821	\$ 120,132
4%					\$ 108,542		\$ 111,380		\$ 114,218		

CAPTAIN

FY 26		Step 1			Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Step 1		Step 2	Step 3							
Adjustment		\$ 110,635			\$ 113,755	\$ 116,959	\$ 120,268	\$ 123,677	\$ 127,171	\$ 130,770	\$ 134,493
4%	\$ 108,224		\$ 110,848	\$ 113,471							

FY 27		Step 1		Step 2		Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Step 1		Step 2		Step 3						
2%		\$ 112,848		\$ 116,031		\$ 119,298	\$ 122,673	\$ 126,151	\$ 129,715	\$ 133,385	\$ 137,183
4%	\$ 112,553		\$ 115,282		\$ 118,010						

FY 28	Step 1		Step 2		Step 3		Step 4	Step 5	Step 6	Step 7	Step 8
		Step 1		Step 2		Step 3					
2%	\$ 115,105		\$ 118,351		\$ 121,684		\$ 125,126	\$ 128,674	\$ 132,309	\$ 136,053	\$ 139,927
4%		\$ 117,055		\$ 119,893		\$ 122,731					

BATTALION CHIEF

FY 26			Step 1		Step 2		Step 3		Step 4	Step 5	Step 6	Step 7	Step 8
	Step 1	Step 2		Step 3		Step 4		Step 5					
Adjustment			\$ 118,818		\$ 122,187		\$ 125,640		\$ 129,200	\$ 132,879	\$ 136,664	\$ 140,554	\$ 144,568
4%	\$ 116,095	\$ 118,719		\$ 121,342		\$ 123,966		\$ 126,590					

FY 27		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Step 1	Step 2	Step 3	Step 4	Step 5				
2%		\$ 121,194	\$ 124,631	\$ 128,153			\$ 131,785	\$ 135,536	\$ 139,397 \$ 143,365 \$ 147,459
4%	\$ 120,739	\$ 123,468	\$ 126,196	\$ 128,925	\$ 131,653				

FY 28	Step 1		Step 2		Step 3		Step 4		Step 5	Step 6	Step 7	Step 8
		Step 1		Step 2		Step 3	Step 4		Step 5			
2%	\$ 123,618		\$ 127,124		\$ 130,716		\$ 134,420		\$ 138,247	\$ 142,185	\$ 146,232	\$ 150,409
4%		\$ 125,569		\$ 128,406		\$ 131,244	\$ 134,082		\$ 136,919			



Council Business Meeting

Date: November 18, 2025

Agenda Item	Franchise Agreement versus Right of Way Ordinance
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

15

CATEGORY

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

SUMMARY

Councilmember Kaplan and Mayor Graham have requested consideration of franchise agreements versus the drafting of a right of way ordinance to come before Council for discussion. Interest has been expressed by the Council to consider the difference between a franchise agreement and a right of way ordinance. Staff is requesting direction on how Council would like to move forward regarding this issue.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and City services.

BACKGROUND AND ADDITIONAL INFORMATION

Currently, the City has franchise agreements with gas and telecommunications utilities for use of city right-of-way for infrastructure purposes. The City's own utilities utilize the right of way as well for infrastructure. This discussion originated around the use of natural gas. The City's franchise agreement with Avista is at a point in time where it can either be renewed, or will transition into a year-to-year agreement at the end of 2025. Should the city want to move to a Right of Way with Avista, then termination notice would need to be given to Aista of not less than 180 days.

Elements for consideration regarding franchise agreements versus a licensing/right of way ordinance model

Franchise agreements:

- Allow for customizable terms.
- Specific provisions can be negotiated to align with local climate, equity and infrastructure goals for each utility.
- Legal precedent: Oregon courts have upheld cities' authority to impose franchise fees under home rule, even above statutory caps.
- Require renegotiation at regular intervals dependent upon individual agreement.
- Agreements can potentially have a long-term lock in which can limit the ability to make changes.
- Franchise agreements solely apply to utilities with infrastructure in the rights-of-way and potentially not all service providers.

Licensing Ordinances:

- Oregon's home rule authority allows cities to adopt and amend ordinances without utility consent.
- Potentially easier to update terms to reflect changes in priorities (climate, health, equity, etc.) due to process.





Council Business Meeting

- Potential administrative efficiency long-term as standardizes rules for all utilities if multiple utilities in the right of way (if written as such) reducing the need for individual negotiations.
- Potentially long period of implementation as franchise agreements expire and transition under the ordinances.
- Enforcement burden of monitoring compliance and potential resistance from utilities.
- Fee ambiguity does exist, as some state statutes (ORS 22.450) create ambiguity around fee limit and no case law yet exists related to this area.

Examples of regulation model and franchise fee % for natural gas

City	Population	Regulation Model	Franchise Fee %
Woodburn	26,300	Licensing Ordinance	5%
Gresham	113,000	Licensing Ordinance	10%
Bend	105,000	Licensing Ordinance	7%
Happy Valley	27,000	Licensing Ordinance	5%
Central Point	20,700	Licensing unless Franchise agreed upon	7.5%
Medford	83,100	Franchise Agreement	8%
Ashland	21,000	Franchise Agreement	5%
McMinnville	35,000	Franchise Agreement	5%
Portland	652,000	Franchise plus privilege tax	5%

Additional cities with licensing (right of way ordinance):

LaGrande (7%), Beaverton (5%), Eagle Point (7%), West Linn (5%), Tualatin (5%)

Additional cities with franchise agreements:

Eugene, Klamath Falls, Roseburg, Lebanon, Sherwood, Newberg, Forest Grove, Corvallis, Springfield, Salem, Hillsboro, Redmond, Wilsonville, Oregon City, Grants Pass, Stayton, Lafayette, Cottage Grove, Monmouth, Independence, Brookings, Newport, Keizer, Albany.

The City of Bend recently transitioned and more information on them as a case study can be found here: [Bend Right of Way Code](#)

FISCAL IMPACTS

Fiscal impacts vary by direction:

Drafting of a new right of way ordinance will take staff time. Analysis will need to be done to consider other needs in terms of permitting process, compliance and monitoring, etc.

New Franchise Agreements: Minimal staff time.

No action: Minimal staff time.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council could:

Give staff direction to allow Avista's franchise agreement to transition to a year-to-year agreement on January 1.

Unless the Council is seeking to change it, no action is needed.

Give staff direction to bring forward a finalized updated Franchise Agreement with Avista for approval.

Give staff direction to draft a right of way ordinance.

Give staff direction to terminate the franchise agreement and operate under the privilege tax allowed by ORS 221.450.

REFERENCES & ATTACHMENTS

1. Avista Utilities _ City of Ashland 2015 Franchise Agreement
2. Avista Utilities _ City of Ashland Franchise Agreement 2025 (002)





Council Business Meeting



**AVISTA CORPORATION d/b/a AVISTA UTILITIES
AND
CITY OF ASHLAND, OREGON
FRANCHISE AGREEMENT**

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, which is authorized to do business within the state of Oregon has filed with the City of Ashland, State of Oregon (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF ASHLAND DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Ashland, a municipal corporation of the State of Oregon, and its respective successors and assigns.

Commission: means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

Days: means business days.

Effective Date: means the date this Agreement is fully executed by both parties, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

Facilities: means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, regulators, valves, meters, meter-reading devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Contract.

Franchise Area: means the surface and space above and below all public property and rights-of-way, including, without limitation, rights-of-way for: public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways of the City, as laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

State: means the State of Oregon.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service to customers within the Franchise Area.

2.2 Effective Date

This Contract will be effective thirty (30) calendar days following the date of approval and passage as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of 10 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 10-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

Both parties may agree to the option of one successive 10 year renewal of this Franchise following the initial term of this Franchise. No fewer than 30 days prior to expiration of the initial term of this Franchise, either Party shall notify the other Party in writing a request to renew for a 10 year period. If both Parties agree to the renewal, the renewal date shall commence the day immediately following the expiration date of the current term, and all terms and conditions of the Franchise shall remain the same.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Payment of Franchise Fees

2.7.1 In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City five percent (5%) of Avista's gross revenues derived from service to customers located within City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. Except as otherwise provided in OAR 860-022-0040, "gross revenue(s)" means revenues received from utility operations within City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer, or revenue from joint pole use.

2.7.2 Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise.

2.7.3 Inspection of Books and Records.

On ten (10) days' advance written notice to Avista, City may review such Avista books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Avista's compliance with this Franchise. Avista will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Avista will keep all its books, records, documentation, and/or information at its Spokane, Washington headquarters.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the

accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management –Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Subject to requirements under AMC Chapter 13.16 Street Tree ordinance, and Chapter 18.4.5, Tree Preservation and Protection ordinance, Avista or its agents may accordingly remove or limit, without recourse or payment of compensation, the growth of vegetation which encroaches upon its Facilities and Gas transmission and distribution corridors within the Franchise Area.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than ten business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources in which case the City will make reasonable efforts to contact Avista prior to doing the necessary work. It is provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of operating, maintaining, and upgrading Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated by the City for such purpose. The City shall provide Avista rea-

sonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than ninety (90) calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the City. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities. If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

This provision shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise.

Avista shall, within 30 days after passage of this Contract, file with the CityRecorder, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may abandon or amend the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

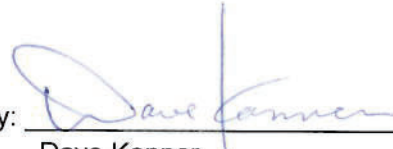
IN WITNESS WHEREOF, the parties have signed this agreement.

AVISTA CORPORATION
D/B/A AVISTA UTILITIES

By: 
Dennis Vermillion
Title: President, Avista Utilities

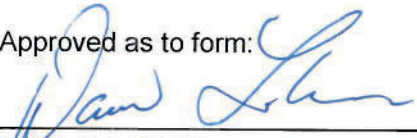
Date: 12/1/15

CITY OF ASHLAND

By: 
Dave Kanner
Title: City Administrator

Date: 11/17/15

Approved as to form:


David H. Lohman
Ashland City Attorney

CITY OF ASHLAND, OREGON
ORDINANCE NO. _____

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION, STORAGE AND SALE OF GAS.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, has filed with the City of Ashland, State of Oregon (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution, storage and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF ASHLAND DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington Corporation, and its respective successors and assigns, agents, and contractors.

City: means the City of Ashland, a municipal corporation of the State of Oregon, and its respective successors, assigns, agents, and contractors.

Commission: means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

Days: means business days, unless otherwise noted.

Effective Date: means thirty (30) calendar days from final passage of this Ordinance, provided it has been duly accepted by Avista, upon which the rights, duties and obligations of this Franchise

shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

Facilities: means, collectively, any and all Gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, (pipelines, mains, services, laterals, conduits, and services), regulators, valves, meters, meter-reading devices, fences, barricades, structures, vehicular protection devices, communication systems and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage, and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned public utility easements, and highways that may hereafter be constructed, platted, dedicated, acquired or improved; and
- all City-owned public utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Gross Revenues: Except as otherwise provided in OAR 860-022-0040, “gross revenue(s)” means revenues received from utility operations within the City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility’s operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned public utility easement and/or right-of-way now or hereafter held or administered by the City.

State: means the State of Oregon.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all public roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service.

2.2 Effective Date

This Ordinance will be effective thirty (30) calendar days after the date of approval and passage as required by law provided it has been duly accepted by Avista.

2.3 Term

2.3.1 The rights, privileges and Franchise granted to Avista will extend for an initial term of ten (10) years from the Effective Date, and shall automatically extend for successive one (1) year terms unless (a) a new agreement is entered into; (b) this Franchise is renewed for a ten (10) year term subject to 2.3.2 below; (c) the Franchise is terminated by agreement between the Parties; or (d) either Party provides the other Party not less than sixty one hundred eighty (180) calendar days prior written notice of its intent not to renew a successive term.

2.3.2 In the event a Party desires to renew the Franchise as provided in 2.3.1(b) above, such party shall notify the other Party in writing a request to renew for a ten (10) year period prior to the end of the initial term. If both Parties mutually agree to such a renewal, the renewal date shall commence the day immediately following the expiration date of the initial term, and all terms and conditions of the Franchise shall remain the same, except the Effective Date of such term.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable

or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months' notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) calendar days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Payment of Franchise Fees

2.7.1 Franchise Fee

In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City five percent (5%) of Avista's gross revenues derived from service to customers located within City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) calendar days following the end of the quarter to which the payment relates.

2.7.2 Payments

Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise. If Avista fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by Avista within thirty (30) calendar days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from Avista.

In the event of the expiration or termination of this Franchise, Avista shall pay the compensation as required in ORS 221.450 in quarterly installments, which quarterly installments will be due not later than thirty (30) calendar days following the end of the quarter to which the payment relates.

2.7.3 Inspection of Books and Records

On ten (10) calendar days' advance written notice to Avista, City may review such Avista books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Avista's compliance with this Franchise. Avista will cooperate with City in conducting any inspection and/or audit in-person, by mail or electronic means and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Avista will facilitate access to all its books, records, documentation, and/or information at its Medford, Oregon District office. Annually Avista will submit a report detailing total residential and commercial fossil fuel consumption. For metered fossil fuel services Avista will provide a quarterly report must include the total number of operational meters, separated into residential and commercial accounts.

2.7.4 Equality of Franchise Fees and Costs

In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with Avista. In the event that City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with Avista, the City will charge Avista the fee imposed upon Avista prior to the increase until all franchisee(s) doing the same business as or competing with Avista are charged the same.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations that are nondiscriminatory in nature pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty (30) calendar days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service, subject to the following non-interference requirements.

All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities as shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended nor shall be construed to relieve either Party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management – Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching either above or below the ground vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation, the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications.

Prior to performing such work, Avista shall obtain all legally required permits, including the opening or disturbance of any Right-of-way within the Franchise Area. City shall cooperate with Avista in granting any permits required, providing such grant and subsequent construction by Avista shall not unduly interfere with the use of such Rights-of-way. Avista shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Gas Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by City as to other public utility companies and

other entities operating in the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees may be required in addition to payment of the Franchise Fee herein.

In case any obstruction caused by Avista shall remain longer than ten (10) business days after notice to remove it, or in case of neglect by Avista to safeguard any dangerous places, City may remove such obstruction or safeguard such dangerous places at the expense of Avista.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State.

4.2 Necessary Construction/Maintenance by City

The installation, construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work; and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual utility easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities that exist at the time of vacation on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista with reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than one hundred twenty (120) calendar days if necessary to allow Avista sufficient time to arrange for relocation upon consultation with the City. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a  City requested relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected Property.

If the City requires the subsequent relocation of any of Avista's Facilities within five (5) years from the date of relocation of such Facilities or installation of new Facilities, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide Gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

5.3 Availability of Other Funds

In the event  the City applies for federal, state or other non-City funding for Right of way improvement funds available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents. This indemnification is subject to the limitations of liability and procedural requirements set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300) and does not waive any defenses or immunities available to the City under applicable law.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent

jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, pandemic, epidemic, or cyberattack, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by prior Franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the City and Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control. In the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise

Avista shall, within thirty (30) calendar days after passage of this Ordinance, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Venue

This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Jackson County, Oregon.

City's Language Attesting to Approval and Passage of the Ordinance

PASSED by the City Council on _____, 20____

ATTEST:

City Recorder, City of Ashland

APPROVED by me on _____, 20____

Mayor, City of Ashland_____

Date of Publication: _____, 20____

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF Ashland, COUNTY OF Jackson, OREGON

IN RE: City of Ashland Ordinance No. _____

**“Granting a Franchise to Avista Corporation for the Construction, Operation and
Maintenance of Natural Gas Facilities within the City.”**

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Ashland. This acceptance is executed on _____, 20____.

Avista Corporation dba Avista Utilities

By: _____
Heather Rosentrater
President and CEO, Avista Corporation

Copy Received for the City of Ashland

On: _____

By: _____

City Representative - Name

Gas Franchise Ordinance Summary for Publication

**NOTICE: CITY OF ASHLAND
PROPOSED FRANCHISE ORDINANCE NO. _____ SUMMARY**

Ordinance No. _____ will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way (the Franchise Area) for the purposes of the storage, transmission, control and distribution of natural gas within the City for a term of 10 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may remedy encroachment of vegetation in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance _____ is anticipated to be held before the Ashland City Council on _____, 20____ at _____ [am / pm] in the City Council Chambers).



Council Business Meeting

Date: November 18, 2025

Agenda Item	City Council Retreat Agenda
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

5

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

City Council has requested a fall retreat to fall on December 1st from 1p.m. to 6p.m. In the packet you will find a draft agenda.

POLICIES, PLANS & GOALS SUPPORTED

Excellence in governance and City services

BACKGROUND AND ADDITIONAL INFORMATION

- August 4, 2025, City Council meeting a request was made for a fall retreat to be scheduled by October 1st.
- August 4, 2025, City Council meeting a request was made for the following topics: future financial projections and fiscal stability to be discussed at the requested fall retreat
- August 28, 2025, an email was circulated to City Council requesting the date of December 1st. No response in disagreement of date and time was received.
- September 16, 2025 the retreat date and topics (facilities assessment and space optimization study results, future financial projects, service delivery and fiscal stabilization) were affirmed by the Council with it passing on the consent calendar.

Attached is a draft agenda for the Council Retreat on December 1st.

FISCAL IMPACTS

NA

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the City Council Retreat Agenda

REFERENCES & ATTACHMENTS

1. Preview - City Council Retreat
2. Public Portal • CivicClerk
3. Business Item Report (13)
4. Council retreat date email





Council Study Session Meeting Agenda

ASHLAND CITY COUNCIL

STUDY SESSION AGENDA

Monday, December 1, 2025

Siskiyou Room, 51 Winburn Way

1p.m. Council Retreat

I. CALL TO ORDER

II. REPORTS AND PRESENTATIONS

- a. City Finance 101
- b. General Fund Forecasting and Discussion
- c. Reserve Fund Goal and Discussion
- d. Review of Previous and Current Cost Cutting Measures & Timeline
- e. Revenue Generation and Additional Cost Cutting Possibilities Discussion
- f. Facilities Masterplan (if time allows)

III. ADJOURNMENT

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

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



**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, September 16, 2025**

I. EXECUTIVE SESSION 5:00 p.m.

To conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660 (2)(e).

Mayor Graham and Councilors Bloom, DuQuenne, Dahle, Kaplan, Hansen and Sherrell were present. Parks Commissioner Bachman, City Attorney Johan Pietila, Parks and Recreation Directory Rocky Houston, City Manager Sabrina Cotta, and City Recorder Alissa Kolodzinski were present.

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
Tighe O'Meara	Police Chief
Rocky Houston	Parks and Recreation Director

II. CALL TO ORDER

Graham called the meeting to order at 6:03 p.m.

a. Land Acknowledgement**

Kaplan read the land acknowledgement.

III. PLEDGE OF ALLEGIANCE

Dahle led the pledge of allegiance.

IV. ROLL CALL

V. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

- The Public Hearing and First Reading of Ordinance 3272 relating to 1511 Highway 99 - Planning Action #PA-T3-2024-00011 which was postponed from the Aug. 19 meeting is continued to the November 4th, 2025 City Council Business Meeting.
- Graham read the Constitution Day proclamation into the record. (see attached)

VI. APPROVAL OF MINUTES

a. Minutes of the August 18, 2025 – Study Session Meeting

b. Minutes of the August 19, 2025 – Business Meeting

Bloom moved to approval of the minutes. Dahle seconded the motion.

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

VII. CONSENT AGENDA

a. City Council Fall Retreat

- b. *Public Art Award Selection – Traffic Signal Box project*
- c. *Advisory Committee Member Appointment*
- d. *Liquor License Application Approval*

Graham asked if any Councilor wanted to remove any items from the consent agenda. Item C was pulled to be discussed under Unfinished Business.

Hansen moved to accept the remaining items on the consent agenda. Bloom seconded the motion. Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, Sherrell and Hansen – YES. Motion passed.

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM –

Six citizens spoke about their concerns regarding funding for the 2200 Ashland Street building, the reporting of the number of meals at the Senior Center, financial reporting by the Parks Commission, an amendment that was made to the City's budget, logging as included in the CWPP (Community Wildfire Protection Plan), alleged methamphetamine production in the Railroad District, as well as a request for increased traffic controls at several intersections there.

X. PUBLIC HEARING

- a. *Public Hearing and First Reading of Ordinance 3273: An Ordinance Amending the Enhanced Law Enforcement Expulsion Process as Outlined in AMC 10.120*

Cotta introduced the agenda item as a follow-up from the previous study session.

O'Meara presented the proposed ordinance changes, emphasizing:

- It does not remove judicial discretion for expulsion decisions
- It does not expand any geographic areas (currently two ELEAs exist – downtown and Ashland Street business corridor)
- It does not limit anyone's ability to seek vital services, as the ordinance allows variances for grocery shopping, medical services, social services, church attendance, and work

O'Meara explained that the ordinance only changes the mechanism by which expulsions can be applied for and potentially issued by a judge. The current system is conviction-based, while the proposed change would be based on three or more qualifying violations from distinct incidents, two or more non-person crimes, one or more person crimes, felonies, or unauthorized burning.

During questioning from councilors, Chief O'Meara clarified:

- The current conviction-based system can take several weeks to years to process cases, during which time individuals can continue negative behaviors
- There are over 730 pending cases in Municipal Court with significant backlogs
- The proposed changes would allow officers to be more responsive to chronic behavior

Councilors discussed that violations must be from separate incidents on different days, concerns about the exception language limiting movement of expelled individuals through ELEA West to vehicular or public transit, concerns about access to community meals, and how to ensure expulsion orders are revoked if a person is acquitted of the underlying charges.

Public hearing opened

Daniel Green – acknowledged that while the church has used trespass orders against unhoused individuals, they recognize this as a systemic failure to address social problems that cannot be enforced away.

Julie Gillis – stated the changes would disproportionately affect youth, people of color, queer people, and people with disabilities, and urged the Council to vote no.

Rich Rohde – noted that 26–42% of unhoused individuals have mental health issues, and exclusion would worsen their conditions. He advocated for an outreach court like Medford's.

Noah Werthaiser – compared the policy to "leaf blowers" that simply push problems elsewhere instead of solving them. He argued that if this were truly about behavior, behavioral health services would be integral to the process.

Linda Adams – stated the proposal contradicts Ashland's vision of being welcoming and inclusive, pushing the city's most vulnerable neighbors into further marginalization.

Debbie Neiswander – raised concerns about due process, noting that the judicial review process might lead to self-incrimination, and brought up issues regarding civil expulsions from parks.

Eric Navickas – expressed concerns about how the ordinance changes would affect the presumption of innocence.

Nabha Goldfeder – emphasized that the ordinance would push marginalized community members further to the margins, hindering their access to vital services.

Toren McKnight – described the proposal as falling in line with national trends to criminalize homelessness and urged the Council to fund resources and services instead.

Leona Stovall – argued that criminalizing basic survival mechanisms creates cycles of incarceration and poverty that make it impossible for unhoused people to improve their situations.

Joshua Palmer – advocated for redirecting funds from police to emergency warming shelters and social services.

Cate Hartzell – objected to creating a parallel process for nonviolent violations that she believed undermines due process and the presumption of innocence.

Public hearing closed

Following the public hearing, and after extensive discussion and amendments, the following motion was adopted:

Bloom moved to approve Ordinance 3273: An Ordinance Amending the Enhanced Law Enforcement Expulsion Process as Outlined in AMC 10.120; amended to include clarification in section 10.120.020a that the three qualifying violations must be separate incidents on different days, to include in section 10.120.040a1b that attending meals provided by social service providers is a permitted reason for being in an ELEA, to remove the limitation in section 10.120.040a2 that travel through ELEA West must be via public transit or vehicle, to clarify that acquittal of the underlying violation or misdemeanor terminates the previously enacted expulsion, and to remove camping as a qualifying offense that would lead to expulsion; and to move to second reading. Dahle seconded

the motion.

Roll Call Vote: Bloom, Dahle, DuQuenne, and Sherrell – YES. Kaplan, Hansen – NO. Motion passed.

Recess taken 8:13–8:21

After further discussion and clarification, the following motion was adopted:

Bloom moved to direct staff to present quarterly reports on both ELEA's (East and West), including data on the number of cases qualifying for expulsion and actual expulsions, with the opportunity for councilors to request additional data in future reports by e-mail to the City Manager. Sherrell seconded.

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

The motion called for comprehensive reviews of CAP East and West areas to evaluate ordinance outcomes, covering the number of expulsions and any appeal results. Councilors could request further data, focusing on behavior shifts outside ILEAs per concerns about problem displacement. This data-driven approach emphasizes the regular assessment of the ordinance's effectiveness and potential adjustments, ensuring accountability and transparency while safeguarding due process rights.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Resolution 2025-26 A Resolution Amending Resolution 2025-24 to Add Additional Miscellaneous Fees and Charges

City Manager Cotta explained this resolution included cleanup elements and several fee adjustments:

- Municipal court fees (which were an oversight in the first budget)
- Clarification of the public records request process to align with State law
- Pioneer Hall and Community Center rental fees, which had been returned to the Parks Commission for review with a focus on affordability and lower rates

After short discussion about the process that led to the rental fees and about affordability, the following motion was adopted:

Hansen moved to approve Resolution No. 2025-26 to Add Additional Miscellaneous Fees and Charges. Kaplan seconded the motion.

Roll Call Vote: Kaplan, Sherrell and Hansen – YES. Bloom, DuQuenne – NO. Motion passed.

XII. UNFINISHED BUSINESS

Advisory Committee Member Appointment from the Consent agenda.

Hansen requested that this item be held until the next meeting, as the application materials were not included in the packet, and he was unable to reach the applicant. The Council agreed to revisit the item at the next scheduled meeting.

XIII. NEW BUSINESS

XIV. CITY MANAGER REPORT

Cotta provided several updates:

- Links to interviews about the Alameda fire with Interim Chief Razor and Kelly Burns are available in the City Manager's report
- The city e-newsletter is live and goes out every two weeks
- Councilors and the City Manager hold regular office hours at city hall
- The next Coffee and Conversation will be Tuesday, October 14 at 2:30 PM at North Mountain Park Pavilion
- Wastewater treatment oxidation tanks are being cleaned for the first time since the 1990s
- AFN is working on setting up fiber service at the 45-unit Donald E. Lewis retirement community
- Ashland Fire and Rescue will hold an open house on October 10 from 2-6 PM at Fire Station 2
- OLLI courses on general government operations begin tomorrow, with added tours of facilities
- A spring OLLI course on land use and community development is being prepared
- Construction at the 2200 Ashland Street building is progressing well with roofing work, floor pouring, plumbing installation, and fire sprinkler system installation. The project is expected to be completed by mid-November, with some potential supply chain concerns regarding shower pans and other items.

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

Dahle and DuQuenne reported that the Social Equity and Race Justice Advisory Committee had a productive meeting with artist Micah BlackLight regarding his project ([‘Ancestors Future: Crystallizing Our Call’](#)), and is finalizing a community survey that will be available through the City's website.

DuQuenne reported that the Public Arts Advisory Committee approved artwork for three ODOT utility boxes located at Tolman Creek in Ashland, Walker in Ashland, and Mountain in Siskiyou.

Hansen reported on Parks Commission business, highlighting challenges with the East Main Park project. The project faced budget shortfalls when it was discovered that road frontage from Tolman Creek to Clay Street needed to be fully upgraded to city standards with sidewalks and bike lanes at a cost of \$500,000–750,000. The Parks Department worked with the City Manager to identify TLT funds to cover the additional costs, with groundbreaking expected in spring 2026. Hansen also noted that the Transportation Advisory Committee is reviewing crash and near-miss data and working on transportation system planning.

Graham announced that the October 6 study session is canceled to allow councilors to attend a conversation with Professor John A. Powell at the Bowmer Theater from 6:30–8:30 PM. This event is part of an effort by local leaders, including the Mayor and Councilor DuQuenne, to create a framework for bringing the community together to address significant challenges. Pre-registration is required due to limited seating.

XVI. ADJOURNMENT

Bloom moved to adjourn. Motion was seconded by DuQuenne. All Ayes. Motion passed.

The meeting was adjourned at 8:44 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

DRAFT



Council Business Meeting

Date: September 16, 2025

Agenda Item	City Council Fall Retreat
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

1 minute

CATEGORY

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

SUMMARY

This item is to inform City Council of the scheduled Fall retreat on December 1st, 2025 from 1p.m. to 6 p.m.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

- August 4, 2025, City Council meeting a request was made for a fall retreat to be scheduled by October 1st.
- August 4, 2025, City Council meeting a request was made for the following topics: future financial projections and fiscal stability to be discussed at the requested fall retreat.
- August 28, 2025, an email was circulated to City Council requesting the date of December 1st. No response in disagreement of date and time was received.

Topics to be discussed:

- Facilities assessment and space optimization study results
- Future financial projections
- Service delivery and fiscal stabilization

FISCAL IMPACTS

None

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

No action needed.

REFERENCES & ATTACHMENTS

1. Council retreat date email

Sabrina Cotta

From: Sabrina Cotta
Sent: Thursday, August 28, 2025 11:40 AM
To: Sabrina Cotta
Subject: RESPONSE REQUESTED: Council Retreat Date

Council bcc,

I am aiming to get the Council retreat scheduled. I am proposing December 1st beginning at 1p.m. – 6p.m. This is the date of our normally scheduled Study Session, so all Councilors theoretically are in town. The intent is the retreat in lieu of the study session. Please let me know by EOD Tuesday 9/2 if this **DOES NOT** work for you.

Thank you,

Sabrina Cotta, City Manager

She/her/hers



City of Ashland

City Manager's Office

20 East Main Street, Ashland, OR 97520

541.552.2106|TTY 800.735.2900|541.488.5311 fax

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at (541) 552-2106. Thank you.

		*All items are placeholders subject to Council action and organizational needs. Not all items will appear on the Look Ahead due to timing or scheduling considerations.	
	DATE	STUDY SESSION MEETINGS - TOPIC/AGENDA ITEMS	DEPARTMENT
	Dec. 1	Council Retreat : Direction given 8.4.25 Discuss financial projects and fiscal stabilization topics presented at the 8/4 study session and review a two-year, five-year, and long term financial plan to address financial stability moving forward.	
	Dec. 15	Audit Presentation (5 PM Start Time) Standing Advisory Committees Presentations & Celebration	
	DATE	REGULAR BUSINESS MEETINGS - AGENDA ITEMS	DEPARTMENT
	Dec. 2	First Reading and public hearing on ordinance language changes Second Reading of Ordinance 3272: "An ordinances 3215 and 3194 which were the previous annexation approvals in Casita 1 and Casita 2." (1511 Highway 99 - Planning Action #PA-T3—2024-00011) Second Reading of Ordinance 3255: An Ordinance Relating to Liquor License Review, Repealing and Replacing AMC Chapter 6.32 Affordable Housing Trust Fund Money/ Clay St Surplus Request to Begin Surplus Property Process - Imperatrice Property Resolution Extending the Pilot Program for Portable Signs in Commercial Areas	Legal/Admin Com Dev Recorder Admin PW Admin
	Dec. 16	Second Reading for ordinance language changes Budget Transfer from General Fund Contingency for cost overruns: Community Center and Pioneer Hall (Council directive to improve buildings) and Transfer from the Street Fund to SDC Street Fund to recognize revenue for Ashland Street Project	Legal/Admin Finance