



Council Business Meeting Agenda

ASHLAND CITY COUNCIL BUSINESS MEETING AGENDA

Tuesday, January 20, 2026

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 p.m.

1. To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2)(d). 2. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).

II. CALL TO ORDER 6:00 pm

a. Land Acknowledgement**

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

a. Martin Luther King Jr. Day Proclamation

VI. APPROVAL OF MINUTES

- a. Minutes of the December 15, 2025 – Study Session Meeting
- b. Minutes of the December 16, 2025 - Business Meeting
- c. Minutes of the December 17, 2025 - Special Study Session

VII. CONSENT AGENDA

- a. Committee Appointments and Reappointment
- b. Jackson County Jurisdictional Transfer of Roadways

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM

X. PUBLIC HEARING

- a. Public Hearing and First Reading of Ordinance 3282 Creating Section 2.55 of the Ashland Municipal Code: Disposal of Real Property

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

- a. Approval of a Construction & Maintenance Agreement and Reimbursement Payment Contract with Central Oregon & Pacific Railroad (CORP) for the N. Mountain Avenue Overlay, Phase II Project (PW 2021-03)
- b. Second Reading of Ordinance 3275 Amending AMC 10.68 Public Parks to Include Provision for Special-Use Permitted Activity

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS





Council Business Meeting Agenda

- a. Council Liaison Appointments
- b. Chair of the City Council Election
- c. Ratification of the 3-Year Labor Agreement with IAFF Local 1269

XIV. CITY MANAGER REPORT

- a. Look Ahead
- b. January City Manager's Report

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

XVI. ADJOURNMENT

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

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

**** LAND ACKNOWLEDGEMENT**

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

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





A Proclamation for Martin Luther King Jr. Day 2026

WHEREAS, we honor the Reverend Dr. Martin Luther King, Jr., who dedicated his life to the values of social justice and opportunity for all; and

WHEREAS, we remember his legacy as an American hero and tireless social activist, who called upon our county to ensure equal justice under the law; and

WHEREAS, the Civil Rights movement of the 1960's has profoundly and positively impacted the course of American history and continues to shape the direction and debate of our society; and

WHEREAS, Dr. King called on us to love, not hate; to seek justice not revenge; to confront the violence of others with nonviolent resistance; and

WHEREAS, Dr. King encouraged Americans to come together, regardless of age, race, or creed, to strengthen their communities, to alleviate poverty, and to value the dignity and respect inherent in all people; and

WHEREAS, The Congress and the President of the United States established by law, in 1986, a national holiday to commemorate the anniversary of Dr. King's birth.

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby acknowledge Martin Luther King Jr., Day and call upon the people of Ashland to reflect upon our individual attitudes, take action to address our unconscious biases, and establish or renew our commitments to equal justice under the law and respect for our fellow human beings. In Ashland we are Better Together.

Dated this 20th day of January 2026

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder



**ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, December 15, 2025**

Mayor Graham called the meeting to order at 5:02 p.m.

Council Present: Mayor Graham, Councilors Dahle, DuQuenne, Hansen, Kaplan, and Sherrell

Council Absent: Councilor Bloom

Staff Present:

Sabrina Cotta	City Manager
Brandon Goldman	Community Development Director
Bryn Morrison	Interim Finance Director
Miranda Iwamoto	Accounting Manager
Veronica Allen	Associate Planner
Chad Woodward	Climate and Energy Analyst
Linda Reid	Housing Program Manager
Scott Fleury	Public Works Director
Kerrick Gooden	Administrative Coordinator

I. Call to Order

II. Reports and Presentations

a. Audit Presentation

Morrison and Iwamoto introduced the audit presentation (see attached). Morrison explained that Oregon municipalities are required to file an annual financial report and audit with the Oregon Secretary of State Audits Division, conducted by an independent CPA or public accountant. The city contracted with Baker Tilly (formerly Moss Adams) for this service.

Amanda Moore and Kim Reno from Baker Tilly presented the audit results. Moore, a Principal with 25 years of experience working with state and local governments, and Reno, who has worked primarily in government audits for 12 years, provided an overview of the engagement team and services provided.

The services involved auditing financial statements per generally accepted auditing standards (GAS), reviewing the Annual Comprehensive Financial Report (ACFR) for adherence to accounting principles, evaluating for GFOA Certificate of Excellence, performing compliance testing under Oregon minimum standards, and conducting a single audit of federal grant programs (currently delayed).

The auditors reported that the city received an unmodified (clean) opinion on the financial statements, with no reportable findings under Oregon minimum standards or governmental auditing standards. The single audit report was pending. Two past adjustments were discussed: one related to accounts receivable estimates from the prior year (which has since been corrected) and another related to the implementation of GASB (Governmental Accounting Standards Board) 101 for compensated absences.

The auditors also highlighted upcoming accounting standards that will become effective next year, including GASB 103 (which will significantly change the Management Discussion and Analysis section) and GASB 104 (related to certain capital assets).

A question was asked about the allowance for doubtful accounts, noting the \$2.7 million of uncollectible receivables across utility funds that had been reported to Council. Moore clarified that this was mentioned in the prior year's governance letter and recommended annual evaluation of accounts receivable ongoing. Moore confirmed there were no proposed audit adjustments related to litigation based on the annual attorney letter review.

It was clarified that the audit is submitted directly to the Oregon Secretary of State Audits Division with no formal approval required from Council. This presentation serves to inform and allow Council members to ask questions, reassuring the public of the audit's integrity and independence.

b. Commission & Committee Workplans & Updates 2025/2026

Note: all commission & committee workplans are in the agenda packet.

Social Equity and Racial Justice Advisory Committee (SERJAC)

Committee Co-Chairs Allison Mendel and Sean Smith joined by Gooden presented noting the committee's focus is on social equity and racial justice in Ashland.

Achievements for 2025 include partnering with the Public Arts Committee for the Lorraine Hansberry plaque at Railroad Park and collaborating with artist Micah Blacklight on the "Ancestors Future" sculpture planned for Ashland Creek Park. The committee has prioritized attending other committee meetings to engage with social equity issues and launched the City of Ashland Belonging Survey, with 259 responses so far. The survey runs through Martin Luther King Jr. Day, and QR codes linking to the survey will be distributed at the MLK Day celebration held at the Historic Ashland Armory.

Councilors expressed appreciation for the committee's cross-committee collaboration.

Housing and Human Services Advisory Committee

Committee Member Noah Werthaiser presented in place of Chair Echo Fields with Reid's assistance. Werthaiser described the committee's ongoing tasks including rent burden education, resource fairs, CDBG consolidated planning, nonprofit affordable housing tax exemption programs, and Affordable Housing Trust Fund award programs. The committee prioritized goals related to homelessness and programs for ALICE populations (Asset Limited, Income Constrained, Employed) who fall in the gap between qualifying for assistance and earning enough to survive.

Councilors discussed challenges in maintaining a proposed resource map and explored permitting RVs as housing, citing Portland's successful model with permits and inspections for hookups but not inspecting the RVs. The committee agreed to investigate this, estimating a 5-6-month timeline for recommendations. Council agreed to formally add this to the committee's work plan for the coming year, with the possibility of council liaisons assisting with research to expedite the process.

Public Arts Advisory Committee

Committee Chair Cassie Preskenis presented joined by Allen. The committee highlighted its support of local arts organizations such as the Fringe Festival and Mural Fest that were experiencing funding challenges, with agreements to acquire artwork from these events in exchange. The committee recommended funding for two Playwright Walk plaques, including the permanent marker at Railroad Park where the Say Their Names t-shirt memorial was located, featuring a Lorraine Hansberry quote. This project involved collaboration from OSF, the City, the Chamber, SOU, and philanthropists. Ongoing challenges include a limited budget and maintenance funding. The committee is focusing on the south end of Ashland for future art installations and continues the ODOT traffic signal box art project, addressing ODOT's replacement requirement.

Councilors praised the committee's work in supporting artists and bringing art to underserved areas of the city and noted the city's median strip upgrade project and confirmed the committee's interest in incorporating public art in these spaces as feasible.

Historic Preservation Advisory Committee

Committee Chair Shelby Scharen presented joined by Goldman, stated that the committee reviews land use actions and renovations in historic districts and holds biweekly review board meetings to advise community members on historic properties. With building activity slow, the committee expanded their Historic Preservation Week events in May by adding walking tours, a photo contest, and "Tombstone Tales" at Ashland Cemetery, attracting around 100 participants. Upcoming plans involve developing self-guided tour materials and possibly marking historic buildings. Additional achievements include advancing the restoration of the Butler-Peruzzi Fountain in Lithia Park and participating in preserving the Community Building.

A question was asked about the committee's interest in documenting the history of the land donation that became Siskiyou Boulevard, and Sharon confirmed this would be appropriate for the committee to investigate. The Council agreed to add this to the committee's work plan.

Planning Commission

Chair Lisa Verner presented joined by Goldman, explained that the Commission serves as a quasi-judicial body with decision-making authority on land use and development proposals. The Commission recommended approval of the Climate Friendly Areas map and code amendments, which has now received its first application. The Commission will focus on the Croman Mill District (now called Ashland Mill) master plan update and numerous state-mandated legislative changes, including childcare siting. The Planning Commission has invited Council to a joint study session in January regarding manufactured home park zoning, along with the Housing and Human Services Committee.

Appreciation was expressed for the Commission's work and the substantial reading and regulatory knowledge required of members.

Climate and Environmental Policy Advisory Committee (CEPAC)

Outgoing Chair Bryan Sohl and Incoming Chair Mark Morrison presented alongside Woodward. Accomplishments for 2025 included the carbon fee ordinance (passed in January), the launch of a home energy score program with the Rogue Valley Realtors Association and updating the 2017 SEEP document with more achievable goals. Concerns were expressed about federal incentives for climate programs disappearing and membership challenges. The committee has mapped 2026 priorities to specific timelines, including outreach to low and middle-income households to market incentive programs, involvement in the Transportation System Plan, collaboration with city departments on electrifying operations, and focusing on climate adaptability and resilience.

Councilors thanked Sohl for his many years of service and praised the committee's passion and dedication.

Transportation Advisory Committee

Chair Linda Peterson Adams, accompanied by Fleury, highlighted the committee's efforts as they pursue the mission of ensuring the citizens of Ashland can safely and conveniently use their preferred modes of transportation. The committee established a working group to review citizen reports from both the See Click Fix app and the webpage contact form to provide more timely responses and create data points for prioritizing safety projects. TAC awaits the Transportation System Plan update process to begin and expressed disappointment over federal funding issues for the Safe Streets for All grant. The committee also reviews capital improvement projects, including the North Mountain Rehabilitation Project (Phase 1 starting January 5) and the Oak Street Rehabilitation Project design process. They've also monitored service cuts from Rogue Valley Transportation District due to state and federal funding reductions.

The importance of the monthly conversations with other committee chairs was acknowledged. These meetings foster collaboration and resource-sharing and enhance cooperation across committees, leading to aligned objectives and efficient progress on shared goals in Ashland.

III. Adjournment of Study Session

The meeting was adjourned at 6:53 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



Audit Presentation

Fiscal Year Ending June 30, 2025

December 15, 2025

Finance

Overview:

- ❖ Annual Comprehensive Financial Report (ACFR)
 - ❖ Transmittal Letter
 - ❖ Management Discussion & Analysis (MD&A)
 - ❖ Basic Financial Statements
 - ❖ Prepared by Auditors
 - ❖ Notes to the Financial Statements
 - ❖ Supplemental Reporting





- ❖ Utility Account Adjustment –Allowance for Doubtful Accounts
- ❖ Presentation from Baker Tilly LLP
- ❖ Municipal Audit Committee letter of acceptance

QUESTIONS?





City of Ashland, Oregon Audit Results

December 15, 2025

Communication with City Council

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Agenda

1. Engagement Team
2. Nature of Services Provided
3. Auditor Opinions/Reports
4. Communications to Those Charged with Governance
5. New Standards



Engagement Team



Amanda Moore
CPA, Principal

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(541) 732-3865



Kim Reno
CPA, CFE, Senior Manager

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(541) 732-3823

Nature of Services Provided

- 1

Audit the City financial statements in accordance with Generally Accepted Auditing Standards (GAAS) and Governmental Standards (GAGAS)
- 2

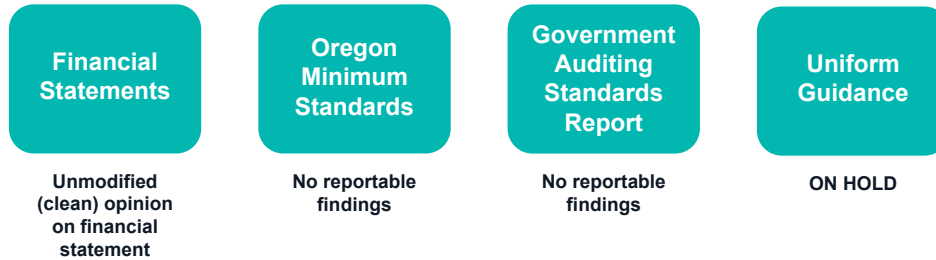
Assistance with, and technical review of each respective Annual Comprehensive Financial Report (ACFR) for compliance with Generally Accepted Accounting Principles (GAAP) as well as Government Finance Officers Association (GFOA) Certificate of Excellence requirements
- 3

Compliance testing/reporting under Oregon Minimum Audit Standards (OMS)
- 4

Single Audit of federal grant programs under Uniform Guidance – ON HOLD
- 5

Reporting – Overall audit plan, audit results, communicating internal controls findings and noncompliance

Audit Opinion/Reports



5



Communications to Those Charged with Governance

- Planned scope and timing
- Significant accounting policies
- Management judgments & accounting estimates
- Passed adjustment
 - Two types in current year (prior year reversal related to AR and Compensated absences)
- Management's consultation with other accountants
- No disagreements with management
- No difficulties in performing the audit

6



New Standards

GASB Statement No. 101, Compensated Absences – Implemented in current year

GASB Statement No. 102, Certain Risk Disclosures – Implemented in current year

GASB Statement No. 103, Financial Reporting Model Improvements – effective for June 30, 2026, fiscal year

GASB Statement No. 104, Disclosure of Certain Capital Assets – effective for June 30, 2026, fiscal year

7



The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. Tax information, if any, contained in this communication was not intended or written to be used by any person for the purpose of avoiding penalties, nor should such information be construed as an opinion upon which any person may rely. The intended recipients of this communication and any attachments are not subject to any limitation on the disclosure of the tax treatment or tax structure of any transaction or matter that is the subject of this communication and any attachments. Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly US, LLP



**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, December 16, 2025**

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
Jordan Rooklyn	Deputy City Manager

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

- a. Land Acknowledgement**

Kaplan read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Dahle led the pledge of allegiance.

III. ROLL CALL

IV. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

Graham noted that three important community anchors celebrated significant anniversaries this year: First Presbyterian Church (150 years), Ashland Springs Hotel (100 years), and Oregon Shakespeare Festival (90 years). Graham emphasized that these milestones demonstrate the community's resilience through change and challenges.

Graham also shared information about the Ashland-Sviatohirs'k Aid Project (ASAP) fundraiser, which has been helping Ashland's Ukrainian sister city for approximately 2.5 years. Graham unveiled a framed Ukrainian flag sent from Sviatohirs'k, which had significant historical importance as it had survived attempted removal by Russian forces. The flag will soon be displayed at City Hall.

V. APPROVAL OF MINUTES

- a. Minutes of December 1, 2025 – Retreat
- b. Minutes of December 2, 2025 – Business Meeting

Hansen moved to approve the minutes. Bloom seconded the motion.

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

VI. CONSENT AGENDA

- a. Approval of Annual OLCC License

Bloom moved to approve the consent agenda. Dahle seconded the motion.

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

VII. SPECIAL PRESENTATIONS

VIII. PUBLIC FORUM –

Citizens addressed the Council with concerns about various topics, including spending decisions across departments, questioning procedures during the June 3rd public hearing on the 2025–2027 budget, and the use of glyphosate on public property given Ashland's environmentally friendly status. They also raised issues with the night lawn process for unhoused individuals, particularly the requirement to relocate despite inclement weather, advocating for a more compassionate approach. Additionally, concerns were expressed about the impact of expanding cell towers and 5G antennas on community health, safety, and local governance.

IX. PUBLIC HEARING

- a. First Reading of Ordinance 3275: Amending Chapter 10.68 Public Parks to include provisions for special use permitted activity*

Cotta and Rooklyn presented the ordinance, explaining it would allow for special events in parks through an administrative permit process rather than requiring Parks Commission approval. This change would improve efficiency for event organizers.

Councilors inquired about the fee structures and whether dogs are allowed in Lithia Park. It was confirmed that fees are set by the miscellaneous fee schedule, currently at \$30 per booth, and that dogs are not allowed in many City parks, including Lithia Park, due to wildlife concerns.

Public Hearing Open

No speakers.

Public Hearing Closed

Dahle moved to approve first reading of Ordinance 3275 Amending Chapter 10.68 Public Parks to include provisions for special use permitted activity. Hansen seconded the motion.

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

X. ORDINANCES, RESOLUTIONS AND CONTRACTS

- a. Second Reading – Ordinance Language Change (set #1)*

Pietila presented nine ordinances for second reading aimed at either aligning city codes with current practices or eliminating redundant language. There were no changes from the first reading. Graham confirmed with Rooklyn that no speakers signed up to speak about any of the proposed changes.

Dahle moved to approve second reading of Ordinance 3260 An Ordinance Removing 2.29.020(p) to Reduce Redundancy. Sherrell seconded the motion.

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

Sherrell moved to approve second reading of Ordinance 3262 An Ordinance Updating 2.54.070 to Allow for Electronic Payments of Surplus Property. Kaplan seconded the motion.

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

Hansen moved to approve second reading of Ordinance 3266 An Ordinance Updating Chapter 6.04 so that Business License Fees are Set by Resolution. Bloom seconded the motion.

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

Bloom moved to approve second reading of Ordinance 3274 An Ordinance Updating 6.42.030–050 to Reflect Current Tobacco Licensure Standards. Dahle seconded the motion.

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

Kaplan moved to approve second reading of Ordinance 3277 An Ordinance Updating 14.12.020 so Fees are Set by Resolution. Bloom seconded the motion.

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

Dahle moved to approve second reading of Ordinance 3278 An Ordinance Updating 14.12.050.d. to Correct for the Proper Agency Name. Hansen seconded the motion.

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

Sherrell moved to approve second reading of Ordinance 3279 An Ordinance Updating 14.12.060.B.1 so Fees are Set by Resolution. Dahle seconded the motion.

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

Hansen moved to approve second reading of Ordinance 3280 An Ordinance Updating 14.12.080 to Correct for the Proper ORS Reference. Bloom seconded the motion.

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

Bloom moved to approve second reading of Ordinance 3281 An Ordinance Updating 14.16.020 to Align with State ORS. DuQuenne seconded the motion.

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

XI. UNFINISHED BUSINESS

a. Citywide Strategic Plan

Cotta reported that the city has signed a contract with SSW Consulting to facilitate the strategic plan process. A kickoff meeting was scheduled for Thursday, and arrangements will be made for meetings between the consultants and councilors. Cotta emphasized that while the strategic plan will align with budget considerations, it is a separate process focused on identifying community priorities for city services.

Council discussion included considerations regarding the scope and nature of the strategic plan. Concern was expressed that the process might be too narrowly focused on municipal operations

rather than including broader community goals. The importance of including diverse voices within the community, particularly from younger residents and families, was discussed. Other considerations included a request for multiple check-ins throughout the process, the need to incorporate budget realities into the planning, and the importance of the plan becoming a "living document" that could be adjusted as circumstances change.

Cotta clarified that the plan would focus on city services but would incorporate community-wide goals and feedback. It was noted that other institutions such as Southern Oregon University and the Ashland School District would be invited to participate but would not be developing a joint strategic plan with the city. It was suggested that council leadership be involved in the project team. Councilors agreed that two to three councilors should participate. Cotta will work with the consultants regarding that suggestion.

XII. NEW BUSINESS

XIII. CITY MANAGER REPORT –

a. Look Ahead

Cotta provided a brief update on the look-ahead calendar, noting that study sessions were scheduled through May 2026. Cotta also warned of expected high winds later in the week and reminded residents to report downed limbs through the City's SeeClickFix app.

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

Graham discussed the upcoming process for council liaison assignments and asked councilors to review the list of committees and provide their preferences. DuQuenne highlighted the need for more committee members and encouraged citizens to consider joining city committees.

Kaplan reported on the Jackson County Continuum of Care, noting uncertainty in federal funding for housing and homelessness initiatives. He mentioned that a strategic communications plan was being developed and that elected officials would soon receive a questionnaire regarding homelessness issues.

Graham reported on the Public Safety Coordinating Council, acknowledging the good work being done by local social services providers despite funding challenges.

XV. ADJOURNMENT

Bloom moved to adjourn. The motion was seconded by DuQuenne

All Ayes. Motion passed.

The meeting was adjourned at 7:31 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



SPEAKER REQUEST FORM

Submit this form to the meeting Secretary
prior to the discussion item.

- 1) You will be called forward when it is your turn to speak
- 2) State your name and speak clearly into the microphone
- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date:

Dec 18, 2025

Name: (Please Print)

Karen Po Hs

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Fcc tel com

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.



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Date:

12-17-25

Name: (Please Print)

Vicki Simpson

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

FCC + Telecom (Fed overreach)

Public Forum Topic (Non-agenda Item):

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Attention local elected officials:

The FCC is planning to take away your right to control wireless antennas in your community.



Under the guise of “eliminating barriers to wireless deployments,” the Federal Communications Commission (FCC) is proposing new rules that virtually eliminate any authority for local governments to control the deployment of wireless infrastructure in their communities.

You will not be able to object to the construction of wireless towers in residential neighborhoods, at schools, daycare centers, parks, historic districts or any other location where antennas would impact the quality of life for your constituents.

The FCC will only back down if local officials object to this blatant power grab.

Please visit www.25-276.org to learn how you can help preserve reasonable local authority over the deployment of wireless infrastructure.



AND Tell the Senate bit.ly/48Zq1YN



SPEAKER REQUEST FORM

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Date:

12/16/25

Name: (Please Print)

Angelina McClean

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Glyphosate Spraying

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Date:

12-16-25

Name: (Please Print)

Vincent Doyle

Ashland Resident:



YES



NO

City:

Agenda Topic/Item Number:

GLYPH GATE

Public Forum Topic (Non-agenda Item):

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Date:

DEC. 16, 2025

Name: (Please Print)

WILLIAM J. ZENNER

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

~~GLY SOPHATE SPRAYING~~

Public Forum Topic (Non-agenda Item):

GLY SOPHATE SPRAYING

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- 2) State your name and speak clearly into the microphone
- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date:

12/16/25

Name: (Please Print)

Steve Shapiro

Ashland Resident:



YES



NO

City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Spending

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.



SPEAKER REQUEST FORM

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Date:

2/16

Name: (Please Print)

Debbie Neisewander

Ashland Resident:



YES



NO

City:

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

nite lawn

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Date:

12/16/25

Name: (Please Print)

Denise M Overkump

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum

Public Forum Topic (Non-agenda Item):

Public Forum - Night Lawn

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date:

12/16/25

Name: (Please Print)

Thayne Tolos

Ashland Resident:

☒

YES

☐

NO

City:

Agenda Topic/Item Number:

Public Forum

Public Forum Topic (Non-agenda Item):

Public Forum - Night Lawn

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Date:

12/14/1

Name: (Please Print)

[Signature]

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public forum

Public Forum Topic (Non-agenda Item):

Night Lawn

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Date:

12/16

Name: (Please Print)

SHARON BRYSON

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

POISON

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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I stand before you with a heavy heart. The way I see it our town is coming apart at the seams at the helm of this governing body.

The list of deterioration is long. I don't need to bring it to your attention of the ways the management and this council is failing our community but I want to read a recent quote that was written in an Ashland News story regarding Asante and Ashland relationship.

The quote goes like this, "the city is committed to delivering responsive high quality services that promote public safety, environmental stewardship and community well being." end quote. Please speak truth.

This quote brings me to the topic I'm most upset by. The topic is parks approving the use of glyphosate in our neighborhoods. I want an immediate stop to the use of Glyphosate.

The latest information I have is parks commission approved the use of Glyphosate up to four time per year from March through October although the last use was 11/26 not sure what that's about. March will come very soon between now and then alternatives need to be brought forward and practiced with the safety of all involved at the core.

Yes, I understand parks is under its own jurisdiction-to me that seems an easy out for council to look the other way and leads me to believe parks runs our town and has more power than council. That is a sad set of affairs and again the way I see it parks department is the core of the deterioration of Ashland.

The culture of Ashland is dying a slow death. I don't think it needs to be like that. There are smart creative people here that I believe are willing to help but not until city government embarks on open minded approach. No not through surveys, emails, public forum, coffee and conversation or colored dots but through true community dialogue.



SPEAKER REQUEST FORM

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Date:

12/16/25

Name: (Please Print)

PAUL MOZINA

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

2025-2027 Budget

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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I asked you all a simple question: Did the Council hold the June 3 public hearing on the 2025-2027 budget document **AS APPROVED** by the citizens budget committee, or, did you hold the hearing on the budget document that **YOU AMENDED** at the May 19 study session?

None of you answered the question. Are you hiding behind an email that the city attorney sent me on July 2, as if that was the definitive answer to any issues I raised?

Here is what city attorney Pietila said in that email: "Per budget law, after the budget committee has approved the budget **and a public hearing was held**, the City Council can make changes to the budget— **that was approved** – when adopting the budget." Pietila correctly summarizes the order of events as explained in ORS 294.453 https://oregon.public.law/statutes/ors_294.453, which requires the public hearing to be on the budget document **AS APPROVED** by the citizens' budget committee. But that is not what you did.

He goes on to explain how you violated that law: "There was no need for a motion to amend the budget because it was already discussed in prior sessions and **included in the budget they were presented to vote on...** Council more than sufficiently discussed the change in previous council sessions, and **right before the public hearing**, so it was clear and transparent, **before** they voted on the adopted budget."

An objective, honest person, examining these statements would conclude that the public hearing was held on the budget document as amended by you, not as approved by the citizens' budget committee, which violates ORS 294.453. But you all are refusing to admit that you made a mistake. You're hiding behind the fallacious reasoning of the city attorney to avoid acknowledging what you did. You're being dishonest and you've violated your oath of office.

**ASHLAND CITY COUNCIL
SPECIAL STUDY SESSION MINUTES
Wednesday, December 17, 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
Bryn Morrison	Interim Finance Director

I. Call to Order

II. Reports and Presentations

a. *Electric Rate Presentation and Proposal*

McBartlett, presented along consultants Mark Beauchamp and Mike Johnson from Utility Financial Solutions (UFS) (presentation attached). Morrison was also present to answer questions.

Beauchamp noted that Ashland's electric utility is in good financial position with low debt and adequate cash reserves but faces challenges with aging infrastructure (approximately 59% depreciated) and is currently spending \$1.5-2 million in cash reserves annually.

The presentation focused on three key components of a rate study:

1. Long-term financial projections (examining what revenue requirements are needed)
2. Cost of service study (identifying costs to provide service to each customer class)
3. Rate design (determining how to structure rates to achieve financial goals)

Beauchamp emphasized that Ashland has one of the lowest electric rates in the country, with average residential customers paying around \$70 monthly compared to the national average of approximately \$120. This was attributed to both BPA's hydropower supply and the efficient management of the distribution system.

Key financial metrics reviewed included:

- Debt coverage ratio (not currently applicable as Ashland is debt-free)
- Minimum cash reserves (calculated based on working capital needs, power supply costs, capital improvement funding, and emergency reserves)
- Operating income targets

The financial model showed that without rate adjustments, cash reserves would decrease annually and become negative by 2029. Current projections indicate operating losses of approximately \$1.1 million, with those losses projected to grow each year.

UFS recommended a 3.9% annual rate increase over five years to maintain financial stability while minimizing customer impact. It was emphasized that delaying rate increases would ultimately require

steeper increases later, about 5.5% annually if delayed by one year, and potentially double-digit increases if delayed further. For the average residential customer, the proposed 3.9% increase would result in approximately \$3 more per month.

The cost-of-service study indicated that current rates are relatively well-aligned with actual costs across customer classes, with recommended adjustments falling within a tight range. The proposal included a modest \$0.50 increase to the residential customer charge (from \$16.25 to \$16.75) and maintaining the inclining block rate structure with a 20% differential between blocks.

During council discussion, several questions were addressed:

- Councilors asked about the loss of cash reserves mentioned in the presentation given that financial statements showed positive net income in recent years. It was clarified that the projected cash loss was attributed to a combination of projected operational and capital expenditures.
- Councilors inquired how the minimum cash reserve requirements were calculated. The methodology was outlined which includes: 45-day working capital requirements, ensuring coverage for the largest power supply bill, incorporation of a 5-year capital improvement program, and a contingency for unexpected events.
- Councilors questioned how the rate proposal would affect low-income discount programs. The current budget allocates approximately \$265,000 annually for these discounts, allowing qualifying households to receive a 30% discount up to \$400 per year.
- A question was raised about whether the proposed rate increase would be used to fund recently approved staff salary increases. Cotta clarified that all electric utility revenue is allocated toward electric utility expenses.

Council discussion also included the importance of making modest, planned rate increases now rather than facing steep increases or infrastructure failures later. It was noted that unlike for-profit utilities, Ashland's municipal utility has maintained high reliability and avoids outages common to surrounding areas. The council credited the City's continued affordability and efficiency to effectively managing the municipally owned utility system and the approach of gradual rate adjustments.

Council reached the decision to direct staff to prepare a rate resolution based on the recommended 3.9% annual increase with a range of plus or minus 1% (allowing adjustments between 2.9% and 4.9% for specific customer classes). The resolution will come to a future business meeting for formal consideration.

III. Adjournment of Study Session

The meeting was adjourned at 7:34 p.m.

City Recorder Alissa Kolodzinski

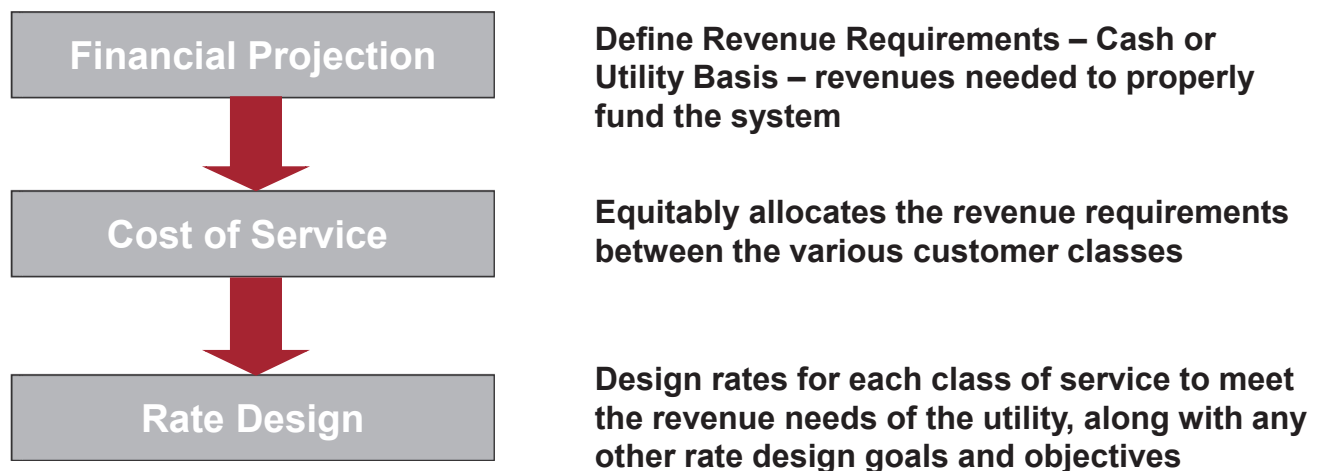
Mayor Tonya Graham

City of Ashland Electric Department

Electric Cost of Service Study/Financial Projection

Mark Beauchamp
President, Utility Financial Solutions, LLC
mbeauchamp@ufsweb.com
616 403 5450

Analytical Steps of Setting Rates



Objectives

- Financial Projection
 - Debt Coverage Ratio – No Debt
 - Minimum Cash Levels
 - Target Operating Income
- Rate Adjustment Plan
- Review Cost of Service Results
 - Class Cost Results
 - Customer Charges
- Sample Rate Designs

Significant Assumptions

Fiscal Year	Inflation	Growth	Energy/Demand Change	Transmission Change	Investment Income	Utility Funded Capital
2026	3.1%	0.2%	-1.6%	17.6%	3.0%	1,000,000
2027	3.1%	0.2%	0.0%	0.0%	3.0%	1,000,000
2028	3.1%	0.2%	-0.3%	0.0%	1.0%	1,000,000
2029	3.1%	0.2%	1.0%	1.0%	1.0%	1,000,000
2030	3.1%	0.2%	3.0%	3.0%	0.5%	1,000,000

Not Meeting Debt Coverage

- Technically in default even if making payment but not meeting Debt Coverage Ratio



DEFAULT OF LOAN

- Affects ratings and ability to issue bonds in future
- Affects interest rate in the future = higher risk
- If you participate in projects through a Joint Action Agency, may have significant impacts on future bond ratings of the Agency and other participating utilities

COS Summary Financial Results (without rate change)

Fiscal Year	Projected Rate Adjustments	Debt Coverage Ratio	Adjusted Operating Income	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash
2026	0.0%	N/A	\$ (1,142,821)	\$ 996,073	\$ 5,622,148	\$ 4,478,794
2027	0.0%	N/A	\$ (1,500,131)	1,058,363	\$ 3,745,991	4,570,550
2028	0.0%	N/A	\$ (1,812,554)	1,119,832	\$ 1,466,206	4,646,324
2029	0.0%	N/A	\$ (2,241,281)	1,180,747	\$ (1,225,103)	4,750,793
2030	0.0%	N/A	\$ (2,855,228)	1,241,305	\$ (4,505,022)	4,900,950

Debt Coverage Ratio (No Rate Change)

Informational: No Debt

Description	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Debt Coverage Ratio					
Net Income	\$ (799,336)	\$ (1,201,466)	\$ (1,645,094)	\$ (2,096,619)	\$ (2,725,228)
Add Depreciation/Amortization Expense	305,309	325,309	365,309	405,309	445,309
Add Interest Expense	-	-	-	-	-
Cash Generated from Operations	\$ (494,026)	\$ (876,157)	\$ (1,279,785)	\$ (1,691,309)	\$ (2,279,919)
Debt Principal and Interest	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Debt Coverage Ratio (Covenants)	N/A	N/A	N/A	N/A	N/A
Minimum Debt Coverage Ratio	1.4	1.4	1.4	1.4	1.4

Reasons for Minimum Cash

- Pay Bills
- Catastrophic Events
 - Wind, Ice, Equipment Failure
- Changes in Power Supply (PCA helps)
- Capital Costs
- Debt Service



Maintain Stable Rates for Customers

- Allows the utility to draw down on reserves for an unexpected event rather than issue debt or substantial rate increases
- Allows the ability to phase in large rate adjustments
- Reduces the chance of a significant transfers to city to reduce cash levels

Minimum Cash (No Rate Change)

Description	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Minimum Cash Reserve Allocation					
Operation & Maintenance Less Depreciation Expense	12.3%	12.3%	12.3%	12.3%	12.3%
Purchase Power Expense	10.1%	10.1%	10.1%	10.1%	10.1%
Historical Rate Base	3%	3%	3%	3%	3%
Current Portion of Debt Service Payment	83%	83%	83%	83%	83%
Five Year Capital Improvements - Net of bond proceeds	20%	20%	20%	20%	20%
% Plant Depreciated	58%	58%	57%	57%	56%
Calculated Minimum Cash Level					
Operation & Maintenance Less Depreciation Expense	\$ 1,182,383	\$ 1,226,387	\$ 1,264,711	\$ 1,304,223	\$ 1,344,959
Purchase Power Expense	869,753	871,295	870,936	881,404	909,662
Historical Rate Base	589,268	619,268	649,268	679,268	709,268
Current Portion of Debt Service Reserve	-	-	-	-	-
Five Year Capital Improvements - Net of bond proceeds	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Maintain 90 Days Cash	837,390	853,600	861,410	885,898	937,060
Minimum Cash Reserve Levels	\$ 4,478,794	\$ 4,570,550	\$ 4,646,324	\$ 4,750,793	\$ 4,900,950
Projected Cash Reserves	\$ 5,622,148	\$ 3,745,991	\$ 1,466,206	\$ (1,225,103)	\$ (4,505,022)

Should public power have a rate of return?

Adequate rate of return on investment to help ensure current customers are paying their fair share of the use of the infrastructure and not deferring the charge to future generations

- Fund interest expense
- Fund inflationary increase on historical investment of system



Optimal Income (No Rate Change)

Description	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Optimal Operating Income Determinants					
Net Book Value/Working Capital	\$ 8,166,900	\$ 8,761,591	\$ 9,316,281	\$ 9,830,972	\$ 10,305,662
Outstanding Principal on Debt	-	-	-	-	-
Contributed Capital Estimated NBV	670,000	590,000	510,000	430,000	350,000
System Equity	\$ 7,496,900	\$ 8,171,591	\$ 8,806,281	\$ 9,400,972	\$ 9,955,662
Debt:Equity Ratio	0%	0%	0%	0%	0%
Optimal Operating Income Allocation					
Interest on Debt	0.00%	0.00%	0.00%	0.00%	0.00%
Contributed Capital Estimated	11.42%	12.97%	15.00%	17.79%	21.86%
System Equity	12.27%	12.02%	11.85%	11.75%	11.70%
Optimal Operating Income					
Interest on Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Contributed Capital Estimated	76,500	76,500	76,500	76,500	76,500
System Equity	\$ 919,573	\$ 981,863	\$ 1,043,332	\$ 1,104,247	\$ 1,164,805
Optimal Operating Income	\$ 996,073	\$ 1,058,363	\$ 1,119,832	\$ 1,180,747	\$ 1,241,305
Projected Operating Income	\$ (1,142,821)	\$ (1,500,131)	\$ (1,812,554)	\$ (2,241,281)	\$ (2,855,228)
Rate of Return in %	12.2%	12.1%	12.0%	12.0%	12.0%

Potential Rate Track

Fiscal Year	Projected Rate Adjustments	Debt Coverage Ratio	Adjusted Operating Income	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash
2026	3.9%	N/A	\$ (812,869)	\$ 996,073	\$ 5,952,099	\$ 4,478,794
2027	3.9%	N/A	\$ (128,325)	1,058,363	\$ 5,457,647	4,570,550
2028	3.9%	N/A	\$ 297,173	1,119,832	\$ 5,304,706	4,646,324
2029	3.9%	N/A	\$ 638,044	1,180,747	\$ 5,531,107	4,750,793
2030	3.9%	N/A	\$ 826,674	1,241,305	\$ 5,960,746	4,900,950

COS Summary Results

Customer Class	Cost of Service	Projected Revenues	Effective % Change
Residential	\$ 10,510,559	\$ 9,282,505	13.2%
Seasonal Residential	74,631	67,685	10.3%
Outdoor Area Lighting	15,640	12,588	24.3%
Commercial/Telecommunications 1φ	1,789,424	1,602,736	11.6%
Commercial/Telecommunications 3φ	4,295,413	3,703,154	16.0%
Municipal/Government 1φ	244,696	235,129	4.1%
Municipal/Government 3φ	1,094,317	1,109,900	-1.4%
Government Large w/Base	731,377	649,891	12.5%
Government Large wo/Base	416,337	369,913	12.5%
Total	\$ 19,172,394	\$ 17,033,501	12.6%

What is a Customer Charge?

Recovers cost for connection to grid at zero kWh consumption

- Meter operation, maintenance and replacement costs
- Meter reading costs or AMR installation costs
- Billing costs
- Customer service department
- Service into customers facilities
- **Portion of distribution system**
 - Cost to get a wire from the sub-transmission system to customer
 - Based on minimum sizing (If all customers only used a single kWh)

Why is a Customer Charge Needed?

Stabilizes revenue

Reduces seasonal subsidies

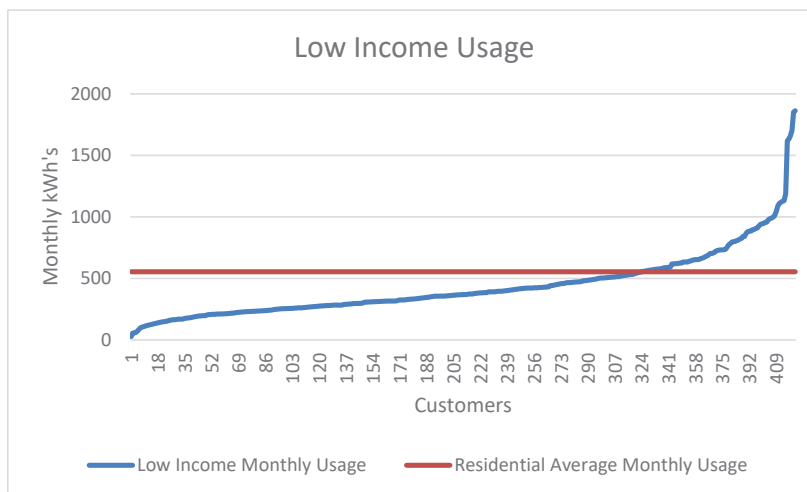
May impact low-use customers

Low income may not be low use

Are Low-Income Customer's Low Use?

- Some use more and some use less electricity than the average residential customers
 - High or low number of people in home
 - Age, energy efficiency, own or rent
 - Mobile homes
- May consider low-income assistance or energy efficiency programs

Average Residential Usage Compared with Low-Income



Monthly Customer Charges

Customer Class	COS Customer Charge	Current Average Customer Charge
Residential	\$ 17.05	\$ 16.25
Seasonal Residential	24.55	16.25
Commercial/Telecommunications 1φ	38.02	25.21
Commercial/Telecommunications 3φ	75.97	52.50
Municipal/Government 1φ	38.57	25.56
Municipal/Government 3φ	119.02	53.31

Next Steps

Proposed Rate Change

- Planned 3.9%

Develop Bandwidth Rates (Rate Adjustment Plan)

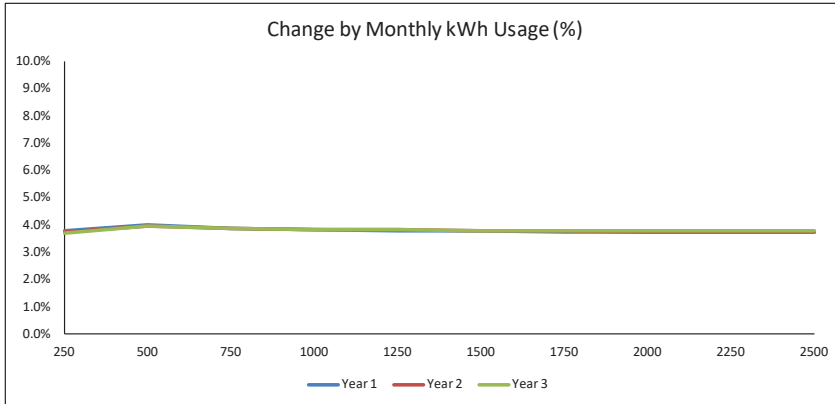
- 1% Bandwidth
 - Maximum Increase 4.9%
 - Minimum Increase 2.9%

Customer Charges

- Move toward Cost of Service
 - Residential \$50c/Month

Sample Residential Rate

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
All Customers	\$ 16.25	\$ 16.75	\$ 17.25	\$ 17.75
Energy Charge:				
Block 1 (0 - 500 kWh)	\$ 0.07570	\$ 0.07903	\$ 0.08251	\$ 0.08615
Block 2 (501 - 5,000 kWh)	\$ 0.09110	\$ 0.09443	\$ 0.09791	\$ 0.10155
Block 3 (Excess)	\$ 0.12940	\$ 0.13273	\$ 0.13621	\$ 0.13985
Revenue from Rate	\$ 9,282,505	\$ 9,637,627	\$ 10,006,334	\$ 10,389,148
Change from Previous		3.8%	3.8%	3.8%



Usage	Monthly Change		
	Year 1	Year 2	Year 3
250	\$ 1.33	\$ 1.37	\$ 1.41
500	\$ 2.16	\$ 2.24	\$ 2.32
Average	\$ 2.99	\$ 3.11	\$ 3.23
1000	\$ 3.83	\$ 3.98	\$ 4.14
1250	\$ 4.66	\$ 4.85	\$ 5.05
1500	\$ 5.49	\$ 5.72	\$ 5.96
1750	\$ 6.32	\$ 6.59	\$ 6.88
2000	\$ 7.15	\$ 7.46	\$ 7.79
2250	\$ 7.98	\$ 8.33	\$ 8.70
2500	\$ 8.81	\$ 9.20	\$ 9.61

Questions?



From: noreply@civicplus.com
To: [Ashland City Recorder](#)
Subject: Online Form Submittal: City Council Public Comment Form
Date: Tuesday, December 16, 2025 2:53:23 PM

[EXTERNAL SENDER]

City Council Public Comment Form

Public Comment

Use this form to submit public comment for City Council meetings. This form must be submitted by **10 a.m.** the day of the meeting to be on the record.

If you wish to speak to the Council in person at a meeting, you must fill out a Speaker Request form available on-site. Do not use this form.

Full Name	Jason Raehl
Meeting Date	12/17/2025
Email Address	
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Electric Rate Increase
Comments (Leave this section blank if you are requesting to speak electronically.)	We currently pay \$137.27 per month in taxes and fees for our electric and water bill before we even turn on a light bulb or use a drop of water. How much money is enough? Please be more fiscally responsible and manage the money you have instead of continuing to bleed the tax payers. People keep talking about affordable living in Ashland but continuing to raise rates and taxes is not helping. Ashland used to be a desirable place to live but now with the hospital closing, the rink not opening, homelessness and people living out of their cars everywhere, and the continuing rise of taxes and fees, it's probably time to move.

Please do not continue to raise the cost of living!

Upload a file or image

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



Council Business Meeting

Date: January 20, 2026

Agenda Item	Committee Appointments and Reappointment
Department	Mayor and Council
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

1 min.

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Approval of Mayor Graham's recommendation for the appointment of; Monique Abbonizio to position #3 on the Public Arts Advisory Committee with a term ending 12/31/2028, Maya Bearg to position #2 on the Climate and Environment Policy Advisory Committee with a term ending 12/31/2028, and the reappointment of Mark Morrison to position #1 on the Climate and Environment Policy Advisory Committee with a term ending 12/31/2028.

POLICIES, PLANS & GOALS SUPPORTED

Per the Ashland Municipal Code 2.04.090, all regular advisory committees and boards shall be appointed by the Mayor with the consent of the Council.

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the committee member appointments.

REFERENCES & ATTACHMENTS

1. Public Arts Committee Abbonizio
2. CEPAC application_Bearg



From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for City Committee or Commission Updated
Date: Saturday, September 06, 2025 9:04:39 AM

[EXTERNAL SENDER]

Appointment Application for City Committee or Commission Updated

Appointment Process

Thank you for your interest in serving on a committee.

Before applying, we kindly ask that you attend at least one committee meeting, or plan to attend an upcoming meeting. You must also review both the [Committee Handbook](#) and [Social Media Policy](#) to gain a comprehensive understanding of the committee's responsibilities and expectations.

Once your attendance has been confirmed, the Staff Liaison, Council Liaison, and Committee Chair will schedule a meeting with you to discuss your interest in serving. If you are recommended for an appointment, the Mayor will present your nomination to the City Council for approval.

Name	Monique Abbonizio
Preferred Pronouns	She
Committee or Commission You Wish to Serve On	Public Arts Advisory Committee
Date You Attended a Meeting	<i>Field not completed.</i>
Or Date You Will Attend a Meeting	September 18, 2025
I have reviewed the following documents:	Commission and Committee Handbook, Social Media Policy
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]

Occupation	Calligrapher
Educational Background	Philadelphia University formerly known as Philadelphia College of Textiles and Science Bachelor of Science
Related Experience	My love of art in its many forms is the simple reason I would like to be considered for this position. Spending time in Europe at various museums along with studying antique textiles in Mulhouse, France has exposed me to many beautiful and interesting mediums.
Interests	Public art benefits everyone.
Availability	Yes
Additional Information	My family moved here in 2017
Signature	Monique Abbonizio

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

From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for City Committee or Commission
Date: Wednesday, October 01, 2025 2:02:05 PM

[EXTERNAL SENDER]

Appointment Application for City Committee or Commission

Name	Maya Bearg
Preferred Pronouns	she/her
Committee or Commission You Wish to Serve On	Climate and Environment Policy Advisory Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Unemployed
Educational Background	Honors High School Diploma from North Medford High School, 2023. Bachelor of Science in Sustainability with minor in Economics from Southern Oregon University, anticipated graduation June 2026.
Related Experience	Attending multiple classes such as Climatology, Energy and Climate Change, Sustainable Communities, Ecological Economics, Valuation of Ecosystem Goods and Services, and others from Southern Oregon University. Attending conferences and seminars related to energy, sustainability, environmental science, equity, economics, or anything related would be incredible as I would love to learn what people are doing in these fields and make connections and gain more knowledge on these subjects.
Interests	I would like to get experience as a Sustainability student with great understanding of Economics because creating a sustainable, healthy, and thriving community depends on emphasizing and attempting to balance economic, environmental, and equality throughout the region. I want to make a difference and understand how to influence and comprehend policy and advisory decisions made for different communities.

Availability	I prefer evening meetings, and I am able to attend business and/or work meetings held on the Thursdays mentioned in the "meetings" tab on this page. I will most likely be able to attend special meetings additionally, although I would not like to miss class unless I must.
Additional Information	I have lived in the Rogue Valley all my life, and in Ashland for the past 2 years, attending school here for 3 years. It is time in my academic career to begin getting involved in real things happening in my community, and I would be honored and try my hardest if allowed on this committee.
Upload Your File	
Signature	Maya Bearg

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



Council Business Meeting

Date: January 20, 2026

Agenda Item	Jackson County Jurisdictional Transfer of Roadways
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

Consent.

CATEGORY

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

SUMMARY

Before the City Council is a request to initiate the jurisdictional transfer through resolution of two sections of Jackson County roadway within the City Limits. Previously the East Main Street Park (City) and Clay Street development (Private) parcels have been annexed into the City Limits through formal development actions. These parcels were adjacent or connected to Jackson County Jurisdictional roadway sections and when annexation occurs the City of Ashland takes over jurisdictional responsibility through a formal resolution action.

POLICIES, PLANS & GOALS SUPPORTED

Council Priorities 2025-2027

- **Livability**, including a focus on Community character and community amenities, reliable utility services, progressiveness in rate structures and support for attainable housing;

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

There are many sections of roadway within the City of Ashland that are still under the jurisdictional responsibility of Jackson County, mainly outside of City Limits and within the Urban Growth Boundary (UGB). As development happens within the UGB the parcels are annexed into the City Limits. Through the annexation process the development is required to bring the roadways up to City standards and provide for any missing connectivity. Two recent annexation projects that are adjacent to Jackson County roadways:

- A. East Main Street Park Development (City of Ashland Project).
 - B. The section of East Main from the Clay Street intersection to Tolman Creek Road.
-
- A. 300 Clay Street Development (Private Development Project).
 - B. The section of Clay Street between East Main Street and Ashland Street

Within the annexation and development process is the need to accept jurisdictional responsibility of the roadway sections from Jackson County. This is done through a two part process, first with the City Council approving a resolution requesting the surrender of the roadways. The second step is a public hearing by the County Commissioners, who then "relinquish" control of said roadway sections.

Once approved the resolution will be sent to Jackson County and they will schedule a public hearing and follow





Council Business Meeting

their process. After the County Commissioners relinquish control, the roadway sections will fall under City of Ashland jurisdiction and responsibility.

FISCAL IMPACTS

Requesting jurisdictional transfer only immediately impacts staff time associated with development of documentation and request of Council for action (soft costs). Future costs once the roadways are improved (sidewalk, curb, gutter, asphalt, striping, signage) are tied to the maintenance of the roadway, signage and striping. Sidewalk maintenance is the responsibility of the adjacent property owner through the Municipal Code. Public Works has a robust maintenance program in place for these types of residential roadways including asphalt overlays and slurry seals. Once the developments are final residents in the Clay Street project will pay a street user fee to offset maintenance costs. Both developments will be assessed a Transportation System Development Charge as well that can be used by the City in future transportation system capital improvements to add capacity, typically bike and pedestrian features.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve Resolution Number 2026-01, "A RESOLUTION REQUESTING SURRENDER BY JACKSON COUNTY TO THE CITY OF ASHLAND ALL RIGHT, TITLE, INTEREST, JURISDICTION, MAINTENANCE AND CONTROL OF ALL SUBJECT EXCHANGE ROAD SECTIONS, TO THE CITY."

REFERENCES & ATTACHMENTS

1. 01 20 2026 Jackson County Jurisdictional Transfer.RES1.Final
2. 3246 Annexing Property and Withdrawing an Annexed Area from Jackson County Fire District No. 5 (2)
3. 3259 Annexing Property and Withdrawing an Annexed Area from Jackson County Fire District No. 5



RESOLUTION NO. 2026-01

A RESOLUTION REQUESTING SURRENDER BY JACKSON COUNTY TO THE CITY OF ASHLAND ALL RIGHT, TITLE, INTEREST, JURISDICTION, MAINTENANCE AND CONTROL OF ALL SUBJECT EXCHANGE ROAD SECTIONS, TO THE CITY

RECITALS:

- A. Jackson County presently has jurisdiction over several County maintained roads that are now in or adjacent to city limits of Ashland, including the following “Subject Exchange Roads” listed below:
 - a. East Main Street (Clay Street to Tolman Creek Road)
 - b. Clay Street (East Main Street to Ashland Street)
- B. The City of Ashland has annexed properties adjacent to East Main Street and Clay Street.
- C. Annexations were approved through Ordinances Number 3246 and 3259 by the City of Ashland.
- D. After the City of Ashland requests surrender, Jackson County shall hold a public hearing to consider the request.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City of Ashland requests that Jackson County surrender all right, title, interest, jurisdiction, maintenance, and control of aforementioned Subject Exchange Roads effective March 1, 2026

SECTION 2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this _____ day of _____, and takes effect upon signing by the Mayor.

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

ORDINANCE NO. 3246
AN ORDINANCE ANNEXING PROPERTY AND WITHDRAWING AN ANNEXED
AREA FROM JACKSON COUNTY FIRE DISTRICT NO. 5
(East Main Park – Planning Action #PA-T3-2024-00009)

WHEREAS, the owners of the property described in the attached Exhibit "A" have consented to the annexation of this property into the City of Ashland. There are no electors residing in the tract to be annexed; and

WHEREAS, The subject property is identified on the adopted 2024 Parks Trails and Open Space map as a park and has been in the design process with the Ashland Parks Commission for several years. The project received final approval from the Park Commission on November 08, 2023; and

WHEREAS, The Planning Commission, following proper public notice, held a public hearing on July 9, 2024, on the questions of annexation and site design review approval. The Planning Commission reconvened on August 13, 2024, and adopted findings addressing each of the approval criteria; and

WHEREAS, pursuant to ORS 222.120 and ORS 222.524 a public hearing was held on September 17, 2024, on the questions of annexation and withdrawal of the property from Jackson County Fire District No. 5.

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

SECTION 1. The above recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. The land described in the attached Exhibit "A" and depicted in Exhibit "B" is declared to be annexed to the City of Ashland.

SECTION 3. The land described in the attached Exhibit "A" and depicted in Exhibit "B" is declared to be withdrawn from Jackson County Fire District No 5, pursuant to the provisions of ORS 222.111.

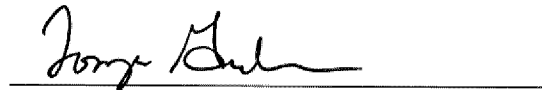
SECTION 4. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 5. 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 reading by title only in accordance with Article X, Section 2(C) of the City Charter on the 17 day of September, 2024, and duly PASSED and ADOPTED this 10~~th~~ day of October, 2024.
ATTEST:


Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this 1 day of October, 2024.


Tonya Graham, Mayor

Reviewed as to form:


Douglas M. McGeary, Acting City Attorney

ORD 3246
Annexing Property and Withdrawing
an annexed area from
Jackson County Fire District 5

EXHIBIT "A"

**LEGAL DESCRIPTION-CITY OF ASHLAND EAST MAIN STREET ANNEXATION
ASHLAND PARKS & RECREATION DEPARTMENT - 2290 EAST MAIN STREET
ASSESSOR'S MAP NO. 39 1E 11 CB, TAX LOTS 100 & 200**

An Annexation of that tract of land described within Document No. 2018-037280, along with the south one acre of that tract described within Document No. 2018-025387 of the Official Records in Jackson County, Oregon, as well as a 701.78 foot long and 60.00 foot wide portion of East Main Street, lying situate within the Southwest Quarter of Section 11, Township 39 South, Range 1 East of the Willamette Meridian in the City of Ashland, Jackson County, Oregon, being more particularly described and bounded as follows;

BEGINNING at an iron pin at the northeast corner of Bud's Dairy, a Planned Community in the City of Ashland, Oregon, purportedly as also being the Southeast Corner of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 11 in Township 39 South, Range 1 East of the Willamette Meridian in Jackson County, Oregon; thence North 00°06'40" West, along the East line of said Northeast Quarter of the Northwest Quarter of the Southwest Quarter, common with the west line of Chautauqua Trace, Phase 3, a Planned Community in said City, a distance of 315.73 feet, to an iron pin along the east line of that tract of land described within Document No. 2018-025387 of the Official Records in said County; thence North 89°56'20" West, leaving said described east line, 137.97 feet to an iron pin on the west line of said described tract; thence North 00°06'40" West, along said west line, 332.08 feet, to an iron pin on the southerly line of East Main Street; thence South 83°45'00" East, along said southerly line, 138.82 feet, to an iron pin at the northeast corner of said Document No. 2018-025387; thence North 00°06'40" West, 30.18 feet to a brass capped iron pipe at centerline P.I. Station 996+02.6, per the 1910 County Road Survey of East Main Street, formerly known as the Jacksonville to Klamath Falls Market Road; thence North 08°38'35" West, 31.11 feet to an iron pin at the point of intersection on the northerly line of East Main Street; thence North 83°45'00" West, along said northerly line of East Main Street, 697.15 feet to an iron pin at a point intersecting the northerly-most projection of the west line of Clay Street; thence South 00°06'55" East, along said projected east line of Clay Street, 60.55 feet to an iron pin at the intersection of Clay Street with the south line of East Main Street; thence South 83°45'00" East, along the southerly line of East Main Street, 201.31 feet, to an iron pin at the northwest corner of that tract of land described within Document No. 2018-037280 of the Official Records of Jackson County, Oregon; thence South 00°06'55" East, leaving East Main Street and along the west line of said Document No. 2018-037280, a distance of 666.78 feet, to the north line of Abbott Avenue, from which an iron pin bears South 89°58'20" East, 2.68 feet therefrom; thence South 89°56'13" East, along the north line of Abbott Avenue, 497.32 feet, to the POINT OF BEGINNING.

Containing 7.48 acres, more or less.

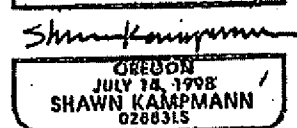
Prepared by:

Shawn Kampmann
Professional Land Surveyor

Polaris Land Surveying LLC
P.O. Box 459
Ashland, Oregon 97520

Date: April 16, 2024

S:\survey\1426-22\CoA East Main Street Annexation Legal.docx



Renewal Date: 6/30/25

ORDINANCE NO. 3259

AN ORDINANCE ANNEXING PROPERTY AND WITHDRAWING AN ANNEXED AREA FROM JACKSON COUNTY FIRE DISTRICT NO. 5 (300 Clay Street: Planning Action #PA-T3-2025-000010)

WHEREAS, the owners of the property described in the attached Exhibits "A" have consented to the annexation of this property into the City of Ashland. With the exception of the subject property there are no electors residing in the tract to be annexed; and

WHEREAS, The Planning Commission, following proper public notice, held a public hearing on February 11, 2025, on the questions of annexation and outline plan approval for a Performance Standard Option (PSO) Subdivision. The Planning Commission reconvened on March 11, 2025, and adopted findings addressing each of the approval criteria; and

WHEREAS, pursuant to ORS 222.120 and ORS 222.524 a public hearing was held on April 1, 2025, on the questions of annexation and withdrawal of the property from Jackson County Fire District No. 5.

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

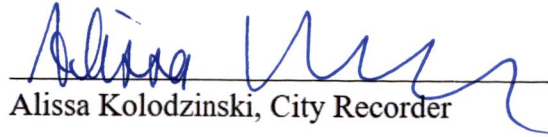
SECTION 1. The above recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. The land described in the attached Exhibit "A" and depicted in Exhibit "B" is declared to be annexed to the City of Ashland.

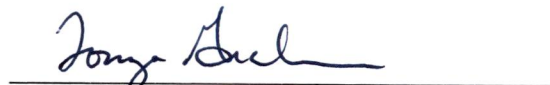
SECTION 3. The land described in the attached Exhibit "A" and depicted in Exhibit "B" is declared to be withdrawn from Jackson County Fire District No 5, pursuant to the provisions of ORS 222.111.

SECTION 4. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

The foregoing ordinance was first reading by title only in accordance with Article X, Section 2(C) of the City Charter on the 1 day of April, 2025, and duly PASSED and ADOPTED this 15 day of April, 2025.
ATTEST:


Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this 15 day of April, 2025.


Tonya Graham, Mayor

Reviewed as to form:


Douglas M. McGeary, Acting City Attorney

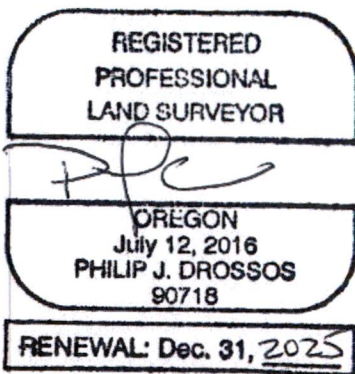


EXHIBIT A

LEGAL DESCRIPTION

BEGINNING at a point on the existing City of Ashland Boundary, said point being the Southeast corner of Lot 27 of BUD'S DAIRY, A PLANNED COMMUNITY, according to the official plat thereof, now of record, in Jackson County, Oregon and being a point on the West line of that tract or parcel of land as set forth in City of Ashland Ordinance No. 2293; thence along said existing City of Ashland Boundary and said West line, South $00^{\circ}07'22''$ West, 316.90 feet to a 5/8" rebar situated at the Southwest corner of said tract or parcel of land as set forth in the hereinabove mentioned referred to Ordinance No. 2293 and also being situated at the Northwest corner of that tract or parcel of land as set forth in City of Ashland Ordinance No. 2109; thence continue along said existing City of Ashland Boundary and along the West line of said tract or parcel of land as set forth in the hereinabove mentioned referred to Ordinance No. 2109, South $00^{\circ}18'53''$ East, 13.40 feet to a 5/8" rebar situated at the Northeast corner of that tract of parcel of land as set forth in City of Ashland Ordinance No. 2928; thence leaving said West line and continue along said existing City of Ashland Boundary and along the North line of said hereinabove mentioned referred to Ordinance No. 2928, North $89^{\circ}36'10''$ West, 636.98 feet to the East line of Clay Street; thence continue North $89^{\circ}36'10''$ West, 60.00 feet to the West line of Clay Street; thence along said West line, North $00^{\circ}04'41''$ East, 330.17 feet; thence leaving said West line, South $89^{\circ}55'19''$ East, 60.00 feet to a 5/8" rebar being a point on the East line of Clay Street and marking the Southwest corner of hereinabove mentioned BUD'S DAIRY, A PLANNED COMMUNITY and being a point on the South line of that tract or parcel of land as set forth in City of Ashland Resolution No. 2003-40; thence along said South line of the existing City of Ashland Boundary and of BUD'S DAIRY, A PLANNED COMMUNITY, South $89^{\circ}38'04''$ East, 255.60 feet; thence continue along said South line, South $89^{\circ}34'07''$ East, 381.53 feet to the **POINT OF BEGINNING.**

TRACT TO BE ANNEXED
391E11CB TAX LOT 1100 &
CLAY STREET RIGHT-OF-WAY

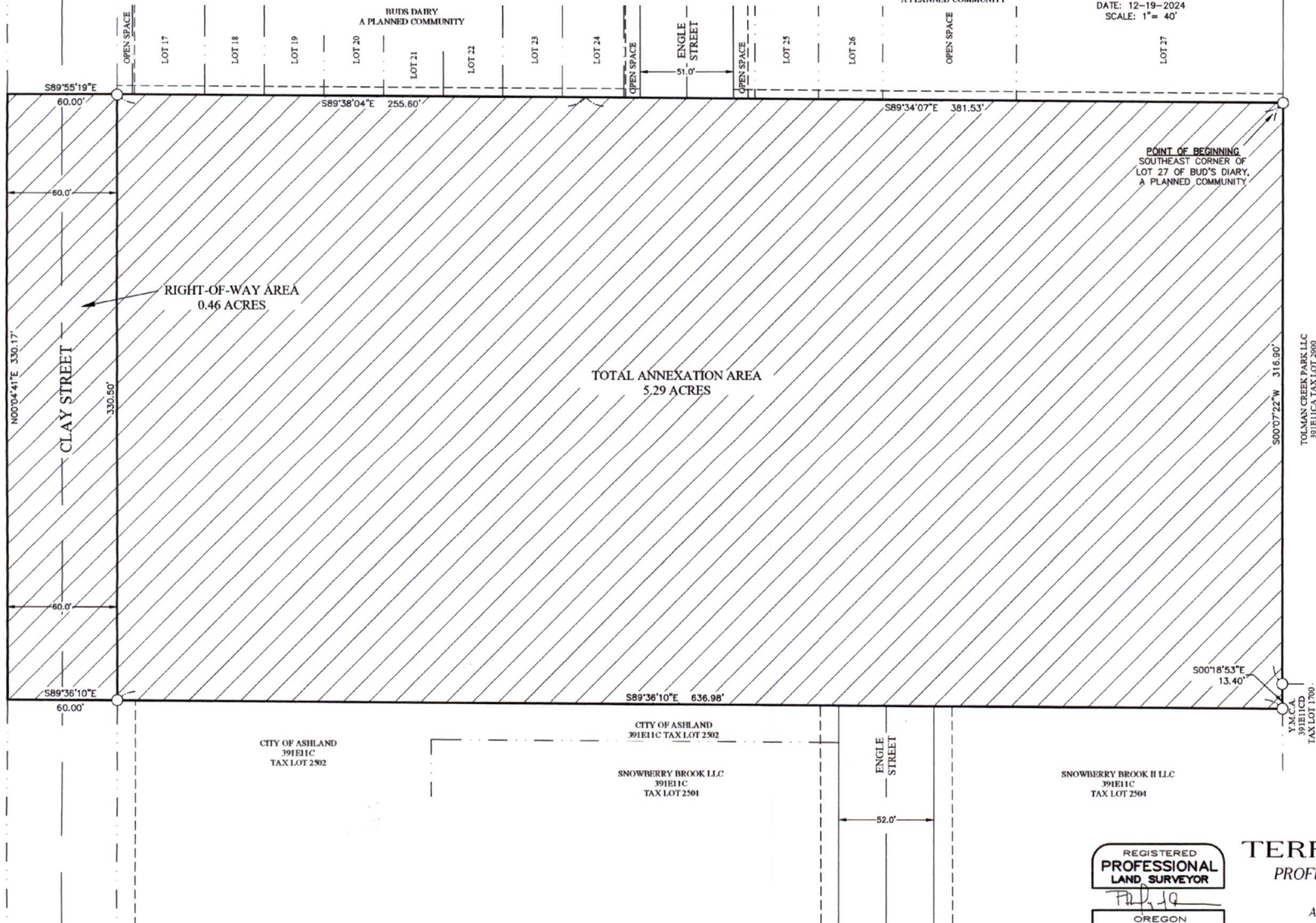
Prepared by Terrasurvey, Inc
270 4th Street
Ashland, OR 97520
December 19, 2024

EXHIBIT B

ANNEXATION EXHIBIT MAP

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 39 SOUTH, RANGE 1 EAST,
WILLAMETTE MERIDIAN,
JACKSON COUNTY, OREGON

DATE: 12-19-2024
SCALE: 1" = 40'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2010
PHILIP J. DROSSOS
90718

RENEWALS: 12-31-2025

TERRASURVEY, INC.

PROFESSIONAL LAND SURVEYORS

270 FOURTH STREET
ASHLAND, OREGON 97520

(541) 482-6474
terrain@blsp.net
JOB NO. 1653-23



Council Business Meeting

Date: January 20, 2026

Agenda Item	Public Hearing and First Reading of Ordinance 3282 Creating Section 2.55 of the Ashland Municipal Code: Disposal of Real Property
Department	Legal
From	

TIME ESTIMATE

20 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

The City is engaging in a facilities masters plan. Involved in that review is assessment of properties that may no longer be in the public interest to keep, for maintenance costs or otherwise. While the City has an Ashland Municipal Code (AMC) chapter dedicated to personal property disposal, it currently lacks a dedicated chapter for real property disposal.

There are two Oregon Revised Statutes that address the sale of real property by governmental entities: Chapter 221 applies specifically to Oregon cities, while Chapter 271 applies to all governmental entities. Navigating these two chapters together is not intuitive. To ensure the City complies with legal requirements for real property disposal, the legal department consolidated the relevant provisions of these statutes into this proposed ordinance. In the code, it would follow the chapter designated to the disposal of personal property.

A second purpose of the ordinance is to promote administrative efficiency; instead of having to consult lengthy statutes every time the City wishes to dispose of properties, staff, the community, and the City Council may refer to this ordinance instead. A third over-arching goal of the ordinance is to promote transparency in the sale of public land—a topic that often gathers significant public interest and that the Council has an interest in avoiding, even if just the appearance of unclear hands. Before any decision is made, a process that lays out steps for real property disposal may help with transparency.

POLICIES, PLANS & GOALS SUPPORTED

To ensure legal compliance in the divestment of real property.

BACKGROUND AND ADDITIONAL INFORMATION

Council has at times requested to view different options that Staff has considered.

Regarding the sale of city real property - governmental entities have broad authority to sell property if it is “necessary or convenient” (a term used in Chapter 221) or if the governmental entity determines a property is “not needed for public use”, or when the “public interest is furthered” (Chapter 271). The statutes do not provide further meaning for these terms. Nor do the statutes list any methods the City must follow in selling public land. The only instruction that the statutes are clear on, for this section, pertains to notice and hearing. Those hearing and notice requirements are written into the ordinance.

Herein lies the question policy question to Council: does the Council wish to provide more detailed guidance to itself and future councils in the appropriate avenues with which to conduct the sale of real property? It is likely that most of the City’s real property sales would occur in this section, so it is worth considering the policy tradeoffs of flexibility, predictability, and maintenance of public trust.

To that end, the legal department has prepared two ordinances for the Council to consider – a “legal” version and a “process” version, as we are calling it. The “**legal**” version incorporates statutory requirements the City must follow, with a few process steps added in that implicitly follow the regular operation of City business. Even then, the department included the “Valuation Factors” in 2.55.030 as non-binding guidance for the Council to consider when property sales are not solely driven by achieving the maximum price. Keep in mind, the Council should only sell property when it is “necessary or convenient”, the “public interest is furthered”, or the “public





Council Business Meeting

interest is furthered.” When a sale is not primarily aimed at achieving the maximum price, these ‘Valuation Factors’ provide concrete examples, drawn from other tenets the ‘public interest,’ that may justify a sale where the Council chose not to sell to the highest bidder.

The “**process**” version takes the bones of the legal version and incorporates stronger recommendations on how to go about selling property. The main addition is in how the Council can sell property. Here, it has two tracks – (1) a fair market value track and (2) below fair market value considerations. This “below market value consideration” still incorporates the same language as the “valuation factors” mentioned above.

Alternative Procedure. Alternative procedure is another avenue to dispose of real property that is listed in ORS. In contextualizing this avenue is to consider is how broadly these statutes may be used. There are larger cities, like Portland, that have a lot of properties. Or, even smaller cities can be in the position where they’ve accepted donations throughout the years that, cumulatively, become a burden. This ordinance is, essentially, an exception from the “sale” of property. It is designed to allow cities to identify classes of property that need to be disposed of for the public interest and permits cities to go about these sales in an efficient manner. If the City were to go about an Alternative Procedure, a recommended route would be to spell that process out in the resolution, and in the resolution, list the properties to be sold.

Here, one other area the “process” version expands from the “legal” version is that it lists 3 examples where it is proper to dispose of property through the AMC 2.55.040 – the Alternative procedure.

Transfer or lease of real property: This section incorporates the most relevant requirements of Chapter 271. If there are oddities with this section as compared to ORS 221, it is because 271 is written for counties and states as well. Both these entities own more land than cities and therefore are more likely the entity that is giving away property. The reverse is usually not the case for cities– cities are not usually giving the state or counties property, although it is possible. Regarding sales, 271 spoke to conveyances and transfers. However, since 221 is more restrictive (regarding notice and hearings) and it speaks directly to cities, as a matter of statutory construction, the City should follow the authority that more specifically applies. Essentially, all sales conducted by the city should be done through the “sale” portion of the ordinance.

Outside of sale instruction, there are specific rules regarding property exchanges. Those will likely be rare situations, but the references are incorporated, should the City come across such a situation.

Miscellaneous information: As a general, if the City is relinquishing title to a nonprofit or for affordable housing, those uses should accompany a deed restriction or a reversionary clause. There are a few different ways those restrictions are spelled out in statute. For those instances, the ordinance cross-referenced the ORS’s for those specific situations.

FISCAL IMPACTS

Potential benefit if the City is no longer required to pay for insurance and maintenance costs on properties that no longer serve the public interest.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve First Reading of 3282, an ordinance creating Section 2.55 of the Ashland Municipal Code: Disposal of Real Property, and move to Second Reading during the February 3, 2026, council meeting.

REFERENCES & ATTACHMENTS

1. 3282 Real Property Disposal Ordinance.LEGAL VERSION
2. 3282 Real Property Disposal Ordinance.PROCESS VERSION



ORDINANCE NO. 3282

AN ORDINANCE CREATING SECTION 2.55 OF THE ASHLAND MUNICIPAL CODE: DISPOSAL OF REAL PROPERTY

(Notation only: “Legal” version)

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 City desires to create section 2.55 of the Ashland Municipal Code: Disposal of Real Property;

WHEREAS, the City from time to time owns real property that is no longer needed for public use, or the sale, exchange, conveyance or lease of the real property is necessary or convenient or will otherwise further public interest;

WHEREAS, the City desires to establish clear, transparent, and fair procedures for the evaluation and disposition of such surplus real property, consistent with ORS Chapter 221, ORS Chapter 271, and the Oregon Revised Statutes;

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

2.55.010 Title.

This chapter shall be known as the Real Property Disposal Ordinance of the City of Ashland.

2.55.020 Purpose and Scope.

The purpose of this chapter is to provide procedures and standards for the disposal of real property owned by the City and to ensure that such disposals are conducted in a manner that complies with Oregon State Law, including ORS Chapter 221 and 271.

SALE OF REAL PROPERTY

2.55.030 Sale of Real Property.

1. Except as provided by AMC 2.55.040 (Alternative Sales) and 2.55.050 (Affordable Housing Dispositions) the City Manager, or their designee, shall present any proposal for

the sale of any City-owned real property to the City Council at a properly noticed meeting. If the City Council considers it necessary or convenient to sell real property, before any sale occurs, the City must abide by the notice and hearing requirements outlined below. For the purposes of AMC 2.55.030 and 2.55.040, "Sale" includes a lease-option agreement under which the lessee has the right to buy the leased real property in accordance with the terms specified in the agreement.

The City Council may give further guidance or instructions to staff before initiating a sale. This guidance may include establishing bidding criteria, hiring a real estate firm, or posting on the City website.

- a. Notice. The City shall publish a notice of the proposed sale in a newspaper of general circulation in the city. The notice shall be published at least once during the week prior to the public hearing. If such a newspaper does not exist, the City shall publish a notice of the proposed sale in a manner consistent with Public Meetings, and on the City website at least once during the week prior to the public hearing.
 - b. Substance of the Notice. The notice shall provide information regarding the following minimum information, though the City may include additional details at its discretion:
 - i. A description of the property or interest to be sold,
 - ii. The proposed uses for the property,
 - iii. The reasons why the City Council considers it necessary or convenient to sell the property and,
 - iv. The time and place of the public hearing at which the sale of the property will be discussed.
 - c. Public hearing. Not earlier than five days after publication of the notice, the public hearing concerning the sale shall be held at the time and place stated in the notice. The nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the property, shall be fully disclosed by the City Council at the public hearing. Any resident of the city shall be given an opportunity to present written or oral testimony at the hearing. Nothing in this section prevents the City Council from holding the hearing at any regular or special meetings of the City Council as part of its regular agenda.
2. City Council Determination: Following the public hearing and consideration of public testimony, the City Council shall determine whether to authorize the proposed sale based on a determination that the sale of the real property is necessary or convenient.

If the City Council provided guidance in initiating a sale, like selling to the highest bidder, the City shall follow through with that process. For sales of real property that do not involve the highest bidder, the City Council may consider the valuation factors listed in Section 3 below.

3. Valuation Factors. In determining the relative fair market value of property exchanged, in addition to factors normally considered in determining the value of property, the City may consider the following:

- a. Whether the property is adjacent to or otherwise enhances or detracts from the value of other property the City owns.
 - b. The suitability of the property for City use or public purposes.
 - c. Whether the transfer of property being transferred by the City to a private party will result in a benefit to the City or community, including:
 - i. Allowing more cohesive development of an area.
 - ii. Providing needed commercial development, housing, employment, or recreational opportunities.
 - iii. Advancing the City's comprehensive plan.
 - iv. Increasing the City's tax base.
 - v. Supporting other adopted City priorities.
4. Sale Closing. If the City Council authorizes the sale of City property, the City Manager shall act as the city representative for any closing documentation or negotiations.

2.55.040 Alternative procedure for sale of city-owned real property

1. In addition to or in lieu of AMC 2.55.030, the City Council may, from time to time, adopt a resolution establishing a procedure for the sale of individual parcels of a class of City-owned real properties, or any interest in the properties, under a single program established within the City for the sale of that class of properties. The City manager may thereafter sell any parcel under that adopted procedure in lieu of the other procedures established in this Ordinance and ORS 221.725.

2.55.050 Affordable Housing Dispositions.

1. Applicability. The City may, in accordance with ORS 221.729 or ORS 271.330, sell, lease, or transfer real property to develop affordable housing. Such dispositions may be made under procedures established by separate City Council resolution, consistent with applicable authorities and required deed restrictions.

TRANSFER, LEASE, DONATION OF REAL PROPERTY

2.55.060. Purpose – Transfer, Lease, Donation of Real Property

1. When the City Council determines real property is not needed for public use or that the exchange, conveyance or lease of the real property will further the public interest and the City Council wishes to either transfer, lease, or donate public lands, the City Council must abide by the sections of this Ordinance and Chapter ORS 271 and specifically ORS 271.300 to 271.360.

2.55.070 Transfers or lease of real property.

1. Transfer or lease of real property: Subject to the limitations regarding burial grounds and land adjacent to railroads (see ORS 271.310(2) and (3)), if real property is not needed for public use, or whenever the public interest may be furthered, the City Council may sell,

exchange, convey, or lease for any period not exceeding 99 years all or any part of the City's interest in the property to a governmental body or private individual or corporation. Consideration for the transfer or lease may include cash, real property, or both. In the event of a sale of real property, the City must follow the provisions set forth in 2.55.030 Sale of Real Property.

Unless the City Council determines that the public interest may be furthered, then real property needed for public use may not be sold, exchanged, conveyed or leased under the authority of ORS 271.300 to 271.360, except that it may be exchanged for property that is of equal or superior useful value for public use. Any such property not immediately needed for public use may be leased if, in the discretion of the governing body having control of the property, the property will not be needed for public use within the period of the lease.

2. Property not needed for public use. Consistent with ORS 271.330, the City Council may relinquish or transfer title to City real property not needed for public use as follows:
 - a. If the property is not needed for public use, the City may relinquish title to any government body, providing the property is used for not less than 20 years for a public purpose by the governing body in the State of Oregon.
 - b. To a qualifying nonprofit corporation, as defined in ORS 271.330(2)(b)(A), real property for:
 - i. Low-income housing, as defined in ORS 271.330(2)(a)(A).
 - ii. Social services, including education, training, counseling, health and mental health services, and the provision of facilities and administrative services to support such services, as set forth in 271.330(2)(b)(B).
 - iii. Childcare services, including education, training, and the provision of facilities and administrative services to support childcare services, as set forth in ORS 271.330(2)(a)(C).
 - c. To a nonprofit, real property for the creation of open space, parks, or natural areas for perpetual public use, subject to a reversionary interest in the favor of the City as described in ORS 271.330(3).
 - d. To a nonprofit, municipal or private corporation, real property for the purpose of providing broadband service, subject to a reversionary interest in the favor of the City as described in ORS 271.330(4).

2.55.080 Exchange of Real Property.

1. Authorization. The City Council may authorize the trade or exchange of real property with other governmental entities or with private parties.
2. Equivalent Value. The City may exchange real property only if the value of the real property accepted by the City in exchange for any of its property plus cash, if any, shall not be less than the value of the property relinquished.
3. Property Valuation. The value of the respective properties proposed to be exchanged shall be determined by the City Council. The City Council shall cause it to be appraised by one or more competent and experienced appraisers. The compensation, if any, of the

appraisers shall be borne equally by the respective owners of the property. In case the valuation shall not be mutually satisfactory to the respective owners it shall not be binding upon them.

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

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

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2026, and duly PASSED and ADOPTED this _____ day of _____, 2026.

PASSED by the City Council this _____ day of _____, 2026.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

Tonya Graham, Mayor

Reviewed as to form:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3282

AN ORDINANCE CREATING SECTION 2.55 OF THE ASHLAND MUNICIPAL CODE: DISPOSAL OF REAL PROPERTY

(Notation only: Process version)

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 City desires to create section 2.55 of the Ashland Municipal Code: Disposal of Real Property;

WHEREAS, the City from time to time owns real property that is no longer needed for public use, or the sale, exchange, conveyance or lease of the real property is necessary or convenient or will otherwise further public interest;

WHEREAS, the City desires to establish clear, transparent, and fair procedures for the evaluation and disposition of such surplus real property, consistent with ORS Chapter 221, ORS Chapter 271, and the Oregon Revised Statutes;

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

2.55.010 Title.

This chapter shall be known as the Real Property Disposal Ordinance of the City of Ashland.

2.55.020 Purpose and Scope.

The purpose of this chapter is to provide procedures and standards for the disposal of real property owned by the City and to ensure that such disposals are conducted in a manner that complies with Oregon State Law, including ORS Chapter 221 and 271.

2.55.030 Definitions.

For the purposes of this chapter, the following words and phrases shall have the following meanings:

- A. “Affordable Housing.” Real property developed for housing that is affordable to households with incomes at or below eighty percent (80%) of the area median income, as

established by the U.S. Department of Housing and Urban Development, or as otherwise defined by ORS 221.729.

- B. “Appraisal.” An independent, professional valuation of real property conducted by a state-licensed appraiser or as otherwise defined in ORS Chapter 674.
- C. “City Manager” means the City manager or their designee for this chapter.
- D. “Fair Market Value.” The price at which real property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts, as determined by an appraisal or other evidence of market value.
- E. “Public Use.” Any use of real property by a political subdivision that serves a public purpose, including but not limited to municipal operations, parks and open spaces, public facilities, infrastructure, and other uses authorized by law.

SALE OF REAL PROPERTY

2.55.030 Sale of Real Property.

1. Identifying Property. Except as provided by AMC 2.55.040 (Alternative Sales) and 2.55.050 (Affordable Housing Dispositions) the City Manager shall present any proposal for the sale of any City-owned real property to the City Council at a properly noticed meeting, with information regarding the property’s ability to be developed, if applicable.
2. Avenues to Sell Real Property: If the City Council considers it necessary or convenient to sell real property under this section, the City Council shall sell real property under either of the two valuation processes below.
 - a. Fair Market Valuation Process. In seeking the highest value for the property, below are appropriate avenues the City Council may direct staff to sell real property:
 - i. Direct Listing or Public Auction. The Council may direct the City Manager or Director to list with the City’s real estate broker of record or may direct that the property be sold by public bid process or at auction.
 - ii. Sealed Bid Process. If sale is to be by sealed bid, a notice soliciting sealed bids shall be published on the city website at least two (2) weeks prior to the bid deadline date. The notice shall describe:
 1. The property to be sold,
 2. The minimum acceptable bid or terms of sale as established by Council,
 3. The last date and time bids will be received,
 4. The date, time, and place that bids will be opened,
 5. Any other material terms or conditions.
 - iii. Award Process for Sealed Bids.
 1. If one (1) or more sealed bids are received at or above the minimum acceptable bid established by Council, the highest qualifying bid shall be accepted, and the City Manager or City Manager’s designee shall complete the sale.

2. If no acceptable bids are received, the City Council may:
 - a. Direct staff to hold another sale, with the same or amended minimum terms.
 - b. Direct the property to be listed with the City's real estate broker of record, or if the City does not have a broker of record, with a local real estate broker on a multiple listing service basis.
 - c. Waive the minimum acceptable bid and accept the highest bid received.
 - d. Decide to retain the property and not sell it.
 - b. Below Fair Market Value Consideration. If the Council wishes to sell property outside of the Fair Market value, it may do so under the City may do so under any, or any combination thereof, of the following considerations:
 - i. The property is adjacent to or otherwise enhances or detracts from the value of other property the City owns.
 - ii. The suitability of the property for City use or public purposes,
 - iii. Whether the transfer of property being transferred by the City to a private party will result in a benefit to the City or community, including:
 - a. Allowing more cohesive development of an area.
 - b. Providing needed commercial development, housing, employment, or recreational opportunities.
 - c. Advancing the City's comprehensive plan.
 - d. Increasing the City's tax base.
 - e. Supporting other adopted City priorities.
3. Notice and Hearing Requirements: Before any sale occurs, the City must abide by the notice and hearing requirements outlined below. For the purposes of AMC 2.55.030 and 2.55.040, "Sale" includes a lease-option agreement under which the lessee has the right to buy the leased real property in accordance with the terms specified in the agreement.
 - a. Notice. The City shall publish a notice of the proposed sale in a newspaper of general circulation in the city. The notice shall be published at least once during the week prior to the public hearing. If such a newspaper does not exist, the City shall publish a notice of the proposed sale in a manner consistent with Public Meetings, and on the City website at least once during the week prior to the public hearing.
 - b. Substance of the Notice. The notice shall provide information regarding the following minimum information, though the City may include additional details at its discretion:
 - i. A description of the property or interest to be sold,
 - ii. The proposed uses for the property,
 - iii. The reasons why the City Council considers it necessary or convenient to sell the property and,
 - iv. The time and place of the public hearing at which the sale of the property will be discussed.

- c. Public hearing. Not earlier than five days after publication of the notice, the public hearing concerning the sale shall be held at the time and place stated in the notice. The nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the property, shall be fully disclosed by the City Council at the public hearing. Any resident of the city shall be given an opportunity to present written or oral testimony at the hearing. Nothing in this section prevents the City Council from holding the hearing at any regular or special meetings of the City Council as part of its regular agenda.
- 4. City Council Determination: Following the hearing, the City Council shall determine whether to authorize the proposed sale based on a determination that the sale of the real property is necessary or convenient. If the City Council provided guidance in initiating a sale, like a bid or auction, the City shall follow through with that process.
- 5. Sale Closing. If the City Council authorizes the sale of City property, the City Manager shall act as the city representative for any closing documentation or negotiations.

2.55.040 Alternative procedure for sale of city-owned real property

- 1. In addition to or in lieu of AMC 2.55.030, the City Council may, from time to time, adopt a resolution establishing a procedure for the sale of individual parcels of a class of City-owned real properties, or any interest in the properties, under a single program established within the City for the sale of that class of properties. The City manager may thereafter sell any parcel under that adopted procedure in lieu of the other procedures established in this Ordinance and ORS 221.725.
- 2. Examples of a class of individual parcels includes, but is not limited to:
 - a. Properties that small or remnant parcels adjacent to public rights-of-way, or where the properties adjoining a remnant parcel will benefit an adjacent owner's property over any public interest in the property.
 - b. Properties that are similar in nature and unable to be developed.
 - c. Properties designated for infrastructure or utility purposes.

2.55.050 Affordable Housing Dispositions.

- 1. Applicability. The City may, in accordance with ORS 221.729 or ORS 271.330, sell, lease, or transfer real property to develop Affordable Housing. Such dispositions may be made under procedures established by separate City Council resolution, consistent with applicable authorities and required deed restrictions.

TRANSFER, LEASE, DONATION OF REAL PROPERTY

2.55.060. Purpose – Transfer, Lease, Donation of Real Property

- 1. When the City Council determines real property is not needed for public use or that the exchange, conveyance or lease of the real property will further the public interest and the City Council wishes to either transfer, lease, or donate public lands, the City Council

must abide by the sections of this Ordinance and Chapter ORS 271 and specifically ORS 271.300 to 271.360.

2.55.070 Transfers or lease of real property.

1. Transfer or lease of real property: Subject to the limitations regarding burial grounds and land adjacent to railroads (see ORS 271.310(2) and (3)), if real property is not needed for public use, or whenever the public interest may be furthered, the City Council may sell, exchange, convey, or lease for any period not exceeding 99 years all or any part of the City's interest in the property to a governmental body or private individual or corporation. Consideration for the transfer or lease may include cash, real property, or both. In the event of a sale of real property, the City must follow the provisions set forth in 2.55.030 Sale of Real Property.

Unless the City Council determines that the public interest may be furthered, then real property needed for public use may not be sold, exchanged, conveyed or leased under the authority of ORS 271.300 to 271.360, except that it may be exchanged for property that is of equal or superior useful value for public use. Any such property not immediately needed for public use may be leased if, in the discretion of the governing body having control of the property, the property will not be needed for public use within the period of the lease.

2. Property not needed for public use. Consistent with ORS 271.330, the City Council may relinquish or transfer title to City real property not needed for public use as follows:
 - a. If the property is not needed for public use, the City may relinquish title to any government body, providing the property is used for not less than 20 years for a public purpose by the governing body in the State of Oregon.
 - b. To a qualifying nonprofit corporation, as defined in ORS 271.330(2)(b)(A), real property for:
 - i. Low-income housing, as defined in ORS 271.330(2)(a)(A).
 - ii. Social services, including education, training, counseling, health and mental health services, and the provision of facilities and administrative services to support such services, as set forth in 271.330(2)(b)(B).
 - iii. Childcare services, including education, training, and the provision of facilities and administrative services to support childcare services, as set forth in ORS 271.330(2)(a)(C).
 - c. To a nonprofit, real property for the creation of open space, parks, or natural areas for perpetual public use, subject to a reversionary interest in the favor of the City as described in ORS 271.330(3).
 - d. To a nonprofit, municipal or private corporation, real property for the purpose of providing broadband service, subject to a reversionary interest in the favor of the City as described in ORS 271.330(4).

2.55.080 Exchange of Real Property.

1. Authorization. The City Council may authorize the trade or exchange of real property with other governmental entities or with private parties.

2. Equivalent Value. The City may exchange real property only if the value of the real property accepted by the City in exchange for any of its property plus cash, if any, shall not be less than the value of the property relinquished.
3. Property Valuation. The value of the respective properties proposed to be exchanged shall be determined by the City Council. The City Council shall cause it to be appraised by one or more competent and experienced appraisers. The compensation, if any, of the appraisers shall be borne equally by the respective owners of the property. In case the valuation shall not be mutually satisfactory to the respective owners it shall not be binding upon them.

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

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

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2026, and duly PASSED and ADOPTED this _____ day of _____, 2026.

PASSED by the City Council this _____ day of _____, 2026.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

Tonya Graham, Mayor

Reviewed as to form:

Carmel Zahran, Assistant City Attorney



Council Business Meeting

Date: January 20, 2026

Agenda Item	Approval of a Construction & Maintenance Agreement and Reimbursement Payment Contract with Central Oregon & Pacific Railroad (CORP) for the N. Mountain Avenue Overlay, Phase II Project (PW 2021-03)
Department	Public Works
From	Karl Johnson, Scott Fleury, Director

TIME ESTIMATE

Five (5) Minutes.

CATEGORY

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

SUMMARY

Approval of a Construction & Maintenance Agreement and Reimbursement Payment Contract with Central Oregon & Pacific Railroad (CORP) for the N. Mountain Avenue Overlay, Phase II Project (PW 2021-03)

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

A: Prioritize the "Essential Services"

- Streets

B: Develop and/or enhance the following "Value Services" by leveraging the City's resources

- Multi-Modal Transportation
- All-Age Friendly Community

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

Department Goals:

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

Current Transportation System Plan:

- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and

vehicular traffic in terms of mobility and access within and through the City of Ashland.

BACKGROUND AND ADDITIONAL INFORMATION

PREVIOUS COUNCIL ACTIONS

The Council has previously awarded a construction contract for Phase I of N Mountain Ave Overlay Project to Carter & Co. on October 7, 2025. The work related to railroad crossing improvements on North Mountain Avenue





Council Business Meeting

will help facilitate phase II of the Mountain Avenue Overlay project. .

BACKGROUND

The upcoming Phase II of the N Mountain Ave Overlay Project (PW 2021-13) is currently in the design phase and will include, but is not limited to, the following major work items: earthwork and drainage, full depth reconstruction, asphalt concrete paving, existing water main replacement, miscellaneous concrete structures, ADA ramp upgrades, pedestrian crossing safety improvements, protected bike lanes and miscellaneous electrical work. The phase II improvement of North Mountain Avenue is between Hersey Street and East Main Street and construction should start in late 2026 or early 2027.

An additional part of Phase II will be improvements to the existing railroad crossing, north of B Street. This improvement includes upgrades to provide a new at-grade concrete crossing surface, new automatic warning devices and other related improvements. As the operator of the railroad tracks that run through Ashland, Central Oregon & Pacific Railroad (CORP) controls all improvements inside of, or that impact, their right of way. The City of Ashland entered into a Construction & Maintenance Agreement with CORP on August 18, 2025. This agreement was necessary to begin the process of CORP preparing their own internal bid documents for required improvements and moving towards them obtaining bid for the above-mentioned upgrades. The City is not involved in their bidding process and does not provide anything other than reimbursement costs for the finished improvements.

FISCAL IMPACTS

The 2025-26 & 2026-27 Street Division Biennium Budget (BN) includes funds for contracted services (capital improvement program) in the amount of \$5,000,000 for this project.

Staff is currently working with the Oregon Transportation Infrastructure Bank (OTIB) on a debt issuance to fund the project the overlay project and railroad improvements. Debt is required to be obtained as outlined in the Food and Beverage Ordinance for Street Rehabilitation Projects. The totalized debt as allowed would also include the previous expenditures for preliminary and final engineering. Currently the OTIB is offering a 15-year loan term at a rate of 3.05% for projects of this nature. Staff expects to work out final details for financing with the Finance Director moving forward.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council, acting as the Local Contract Review Board, has the option to approve this contract or refer action back to staff to rebid the project or request that the project not be constructed. Potential motions include:

1. I move to approve the reimbursement payment contract with Central Oregon & Pacific Railroad for the N. Mountain Avenue Overlay Project for a contract amount not to exceed \$1,185,843.00 that is based on the current Construction & Maintenance Agreement.

REFERENCES & ATTACHMENTS

1. CORP City of Ashland North Mountain Ave MP 428.70 - Fully Executed



CENTRAL OREGON & PACIFIC RAILROAD, INC.
CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 428.70
CITY OF ASHLAND, COUNTY OF JACKSON, STATE OF OREGON

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this "Agreement") made this day of _____ 2025 ("Effective Date"), by and between the **City of Ashland**, hereinafter called "**Agency**", and **Central Oregon & Pacific Railroad, Inc.**, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, in the interest of public safety and aiding motor vehicle and pedestrian traffic, Agency proposes roadway improvements including a new sidewalk at existing public crossing of North Mountain Avenue at Railway's Milepost 428.70, DOT# 756418T, hereafter called "**Project**"; located in the City of Ashland, State of Oregon; and

WHEREAS, Agency is willing to undertake the expense for the Project as detailed in **Exhibit B**, except as provided in Section I. (C) of the Agreement; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size and location of the Project; and

WHEREAS, Railway is willing to coordinate and cooperate with Agency to permit construction of the Project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, said Project shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of Railway and Agency.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

Agency and Railway will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER AGENCY OR ITS CONTRACTOR AT AGENCY EXPENSE.

1. Project Plans & Specifications and Construction
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the Project.
2. Maintenance of Roadway Traffic
Bear responsibility for all roadway traffic detours, maintenance of roadway traffic, and all other roadway modifications, permanent or temporary, necessary for the Project.

3. Schedule & Notification

Provide Project construction schedule and notify Railway (a) fifteen (15) days prior to the date Railway is to provide flagging services and (b) twenty (20) days prior to date construction is to begin. Thereafter, Agency will implement the entire Project in accordance with the mutually agreed upon schedule.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY RAILWAY AT AGENCY EXPENSE.

1. Flagging

Railway will schedule and perform flagging and furnish requested services and devices during construction operations of Agency or its contractor, as deemed necessary by Railway. Any flagging cost or protective services performed by Railway or its contractor shall be at Agency's expense. Flagging costs are to be paid directly to the flagging service provider by Agency or Agency's contractor.

2. Construction Engineering and Engineering Inspection

Perform engineering services, including submittal reviews, project coordination, and construction inspection, including field and office work and preparation of invoices for the Project.

3. At-Grade Warning Device and Crossing Surface Construction

Construction of the at - grade crossing surface, automatic warning devices, and all other improvements within the Railway Right of Way as set forth on Exhibit A.

C. COSTS AND PAYMENTS.

Railway's financial contribution to the total Project cost shall be zero percent (0%) of the total Project cost, or ZERO U.S. DOLLARS AND NO/100 (\$0.00) based upon the confirmed construction contract amount as set forth on **Exhibit B**. The total Project cost may be modified by amendment with the mutual consent of Agency and Railway. In the interest of clarity and to avoid ambiguity the flagging services provided pursuant to Section I. (B)(1) are not included in the total project cost and will be paid directly by Agency or Agency's contractor.

II. Construction Plans and Specifications

Agency or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by Agency or its contractors and submitted to Railway for approval of those sections that are applicable to Railway's right-of-way, facility or operations. No work pursuant to said plans and specifications shall be performed on the right-of-way of Railway prior to receipt of notices to proceed given by Railway to Agency or its authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be a ratification or adoption by Railway of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by Agency or its contractors on Railway's right-of-way, shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of Railway. Agency or its contractors shall enter into a "Right of Entry Agreement" with Railway prior to the first entry onto Railway's right-of-way, such Right of Entry Agreement to be provided by Railway upon request. Agency or Agency's contractor shall reimburse Railway for one hundred percent (100%) of the actual costs related to flagging per Section I. (B)(1) of this Agreement. Railway will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement. Railway may bill the Agency monthly or periodically for its force account when costs exceed One Thousand dollars (\$1,000).

Wherever the safeguarding of trains or traffic of Railway is mentioned in this Agreement, it is intended to cover and include all users of Railway's tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right of Entry Agreement, Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; Agency and its contractors, in the exercise of the rights and in the conduct of the Project, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

Agency shall ensure that its contractor(s) obtain and provide to Railway evidence that such contractor(s) have procured the insurance coverage described in **Exhibit C**, hereto attached, covering their work on Railway's property in connection with the Project.

Agency agrees that at no time shall it file or permit the filing of a lien or liens upon the property of Railway related to the Project. If, at any time during the progress of the Project, at the time of acceptance of this Agreement or thereafter, any indebtedness due a subcontractor of Agency has become or may become a lien or liens upon said work, equipment or materials, Agency shall immediately, upon request from Railway pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond, or otherwise. In the case of its failure to do so, Railway may suspend the use of its property until such claim or indebtedness is paid or may apply such money toward the discharge thereof or assert and enforce a claim against Agency for such claim or indebtedness, or declare this Agreement to be cancelled, take possession and control of the Project and complete the same or cause the same to be completed in accordance with the terms and conditions hereof.

V. Intentionally Omitted

VI. Funding and Signatory Warranty

Agency acknowledges that it has available all funds necessary to complete the Project, including the reimbursement of Railway for the estimated costs, as set forth in the initial estimate (**Exhibit B**).

Each party to this Agreement certifies that its signatory has the authority to enter into this Agreement on its behalf.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the Effective Date and shall continue for a period not to exceed the earlier of the condition precedent in Section IX. (B), if it occurs, or twenty-eight (28) months after either (i) the date construction commences within Railway's Right-of-Way or (ii) completion of the construction of the Project, as determined by Railway and subject to Section IX. (C). Agency's and Railway's obligations under Sections X. and XI. (B) shall survive the term of this Agreement.

Upon completion of the Project, Railway, at Railway's expense, will be responsible for the future maintenance of Railway's track infrastructure.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and permitted assigns.

IX. Construction

- A. The parties acknowledge that time is of the essence in the completion of the Project.
- B. Agency shall complete all construction for the Project within twenty-eight (28) months of the Effective Date. If construction has not commenced within twenty-four (24) months after the Effective Date, this Agreement becomes null and void.
- C. If construction has commenced and is not complete within twenty-eight (28) months of the Effective Date, Agency shall provide Railway a timeline for the completion of the construction. Railway will review and determine if amendments to the terms of this Agreement, including **Exhibit B**, or supplemental agreements are required prior to the completion of construction.

X. Indemnity

As a material inducement for entering into this Agreement, and without which Railway would not enter into the same, Agency covenants and agrees that:

- A. AGENCY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES OF EACH ("RAILWAY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY WHATSOEVER (INCLUDING BUT NOT LIMITED TO PROPERTY OWNED BY OR IN THE CARE, CUSTODY, OR CONTROL OF RAILWAY INDEMNITEES, AGENCY OR ITS DESIGNEES), ARISING OUT OF OR IN

CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT AND/OR IN ANY WAY ARISING UNDER OR RELATED TO THE PROJECT OR THIS AGREEMENT EXCEPT FOR CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILWAY.

IT IS STIPULATED BY THE PARTIES THAT RAILWAY INDEMNITEES OWE NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFEWORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

- B. Agency shall be responsible for all damages and expenses on account of injuries, (including death) to, and property damage of, any of its employees, agents, subcontractors or representatives while on the property of Railway and shall indemnify, defend and hold Railway Indemnitees harmless from all claims of damage or suits which may arise, except and only to the extent that such claims, losses, damages or expenses are caused by the sole negligence or willful misconduct of Railway Indemnitees.
- C. IN NO EVENT SHALL RAILWAY INDEMNITEES OR AGENCY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

XI. Cancellation of Project; Termination of Agreement: Remedies

- A. If Agency determines it is necessary to cancel the Project for any reason, Agency may terminate this Agreement by delivery of written notice to Railway. Upon Railway's receipt of such notice, Railway shall proceed to stop work.
- B. Agency shall reimburse Railway for (i) all reasonable costs and expenses incurred in returning Railway's property to its original condition to Railway's reasonable satisfaction, and (ii) any of Railway's expenses incurred in connection with its provision of flagging and protective services up until the time of termination.
- C. Any delays in or failure of performance by either party under this Agreement will not constitute default or give rise to any claims for damages or penalties if the delay or failure is directly caused by a **Force Majeure Event**. A "**Force Majeure Event**" means any of the following and any other event, which are events, circumstances, or conditions beyond the reasonable control of the parties, including, without limitation, acts of God, riots, wars (whether declared or not), equipment malfunction, derailments, civil disturbances, civil disobedience, insurrections, acts of terrorism, sabotage, rockslides, landslides, snowslides, avalanches, earthquakes, explosions, floods, fire, underground damage, lightning, sustained abnormal weather conditions or other natural catastrophes and/or strikes, work slowdown, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, viruses (e.g. SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other **Force Majeure Events**), whether or not of a similar kind or nature to any of the foregoing. The parties agree that a **Force Majeure Event** does not

include economic hardship, changes in market conditions, or insufficiency of funds. Under no circumstances shall an obligation to pay monies owed under this Agreement be delayed, deferred, postponed or excused by a **Force Majeure Event**.

XII. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than Railway Indemnitees, the parties' successors and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one party of a breach hereof by the other party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the parties that its terms be not construed against any of the parties by reason of the fact that it was prepared by one of the parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

SURVIVAL. Agency's and Railway's indemnity obligations shall survive the expiration or termination of this Agreement along with any other right or obligation that is, by its express terms or nature and context, intended to survive.

The following is a list of the attachments:

Exhibit A – Project Plan Set
Exhibit B – Rail Services Cost Estimate
Exhibit C – Insurance Requirements
Attachment 1 – G&W Code of Ethics and Conduct
Attachment 2 – Roadway Worker Protection Training Policy
Attachment 3 – Contractor Safety Rules

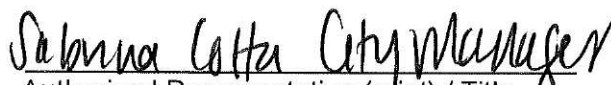
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

CITY OF ASHLAND



Authorized Representative Signature



Authorized Representative (print) / Title

WITNESS:

CENTRAL OREGON & PACIFIC
RAILROAD, INC.

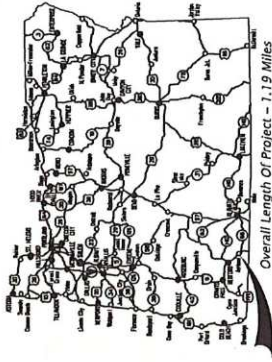


DAVID FRANKLIN JR. - President - 8/18/2025 1:40:06 PM
Authorized Representative Signature

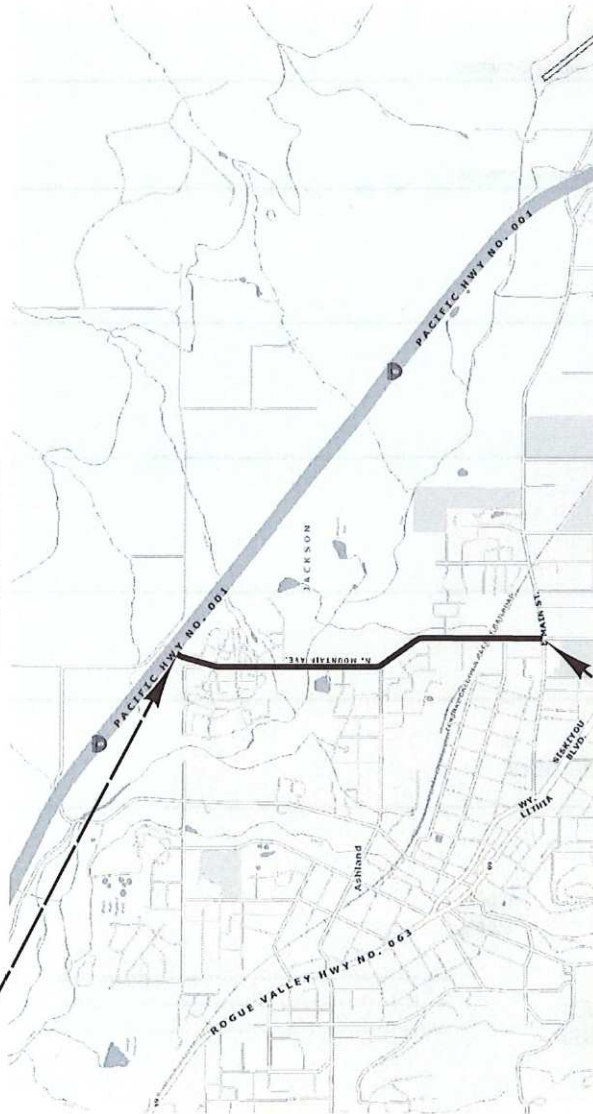
Authorized Representative (print) / Title

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A01	Title Sheet
A02	Index Of Sheets Cont. Std. Dwg. Nos. & Curb Ramp Details Legend

CITY OF ASHLAND
PUBLIC WORKS DEPT.
PLANS FOR PROPOSED PROJECT
GRADING, DRAINAGE, PAVING, CURB RAMPS, SIGNING & SIGNALS
N. MOUNTAIN AVE OVERLAY
I-5 TO E. MAIN
CITY OF ASHLAND
JACKSON COUNTY
OCTOBER 2023



BEGINNING OF PROJECT
STA. "M" 503+28.33



END OF PROJECT
STA. "M" 566+15.44

Exhibit A
Project Print

REVIEW COMPLETED BY:
PUBLIC WORKS DIRECTOR
DATE

DOWL	
WWW.DOWL.COM	
N. MOUNTAIN AVE OVERLAY I-5 TO E. MAIN	
CITY OF ASHLAND JACKSON COUNTY	
Designer: Z.T. Fusch	Reviewer: Jaime Jordan
Drawn: Sankar Datta	Checked: Matthew Phillips
TITLE SHEET	
SHEET NO.	A01

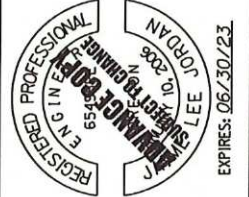


Exhibit B Rail Services Cost Estimate

Force Account Estimate

Estimate to Complete

Railroad:	Central Oregon & Pacific Railroad, Inc. (CORP)	Region:	American
Agency:	City of Ashland, OR	State:	OR
DOT #:	756418T	COUNTY:	Jackson
ROADWAY:	N Mountain Ave	CITY:	Ashland
DESCRIPTION:	GEC Services for support of the crossing modifications at CORP MP 428.7. Tasks include project research, correspondence, plan reviews, RR site surveys, crossing surface/signal construction, construction submission reviews, biweekly site inspections, project controls, agency invoicing, and project closeout tasks.		
AGENCY PROJECT NUMBER:	TBD	ESTIMATE SUBJECT TO REVISION AFTER:	05/20/25

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$	33,000
Subtotal	\$	33,000

CONSTRUCTION & CLOSEOUT:

Contracted & Administrative Engineering Services	\$	83,600
Subtotal	\$	83,600

FLAGGING SERVICE:

Flagging for Agency Contractor		DIRECT PAID
Flagging for Railroad Vendors	\$	20,300
Subtotal	\$	20,300

UTILITY WORK:

Power Service	\$	-
Other	\$	-
Subtotal	\$	-

CONTRACT WORK:

Outside Services	\$	-
Design & Labor & Material	\$	880,118
Subtotal	\$	880,118

RAILROAD TRACK:

Labor & Material	\$	-
Subtotal	\$	-

RAILROAD SIGNAL & COMMUNICATION:

Labor & Material	\$	-
Subtotal	\$	-

PROJECT SUBTOTAL:

	\$	1,017,018
Contingencies: 10.00%	\$	101,702
Public Project Admin: 6.00%	\$	67,123

PROJECT TOTAL:

*****	\$	1,185,843
CURRENT AUTHORIZED BUDGET:	\$	33,000
TOTAL SUPPLEMENT REQUESTED:	\$	1,152,843

DIVISION OF COST:

Agency	100.00%		\$	1,185,843
Railroad	0.00%		\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: KeS	Approved by: Public Project Department	
DATE: 08/20/24	REVISD: 11/26/24	DATE: 11/21/24

Exhibit C

Insurance Requirements

The coverages and limits required hereunder shall include the liability assumed by the named insured under the indemnification provisions contained in the Agreement between the Agency and Railway covering work to be performed upon or adjacent to Railway's property **Mile Post 428.70**; summarized herein below for convenience:

AGENCY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES OF EACH ("RAILWAY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY WHATSOEVER (INCLUDING BUT NOT LIMITED TO PROPERTY OWNED BY OR IN THE CARE, CUSTODY, OR CONTROL OF RAILWAY INDEMNITEES, AGENCY OR ITS DESIGNEES), ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT AND/OR IN ANY WAY ARISING UNDER OR RELATED TO THE PROJECT OR THIS AGREEMENT, EXCEPT FOR CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILWAY.

IT IS STIPULATED BY THE PARTIES THAT RAILWAY INDEMNITEES OWE NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFEWORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

Without limiting the obligations of Agency in the foregoing paragraphs of this Exhibit C, the parties agree that the following coverages are material requirements of this Agreement and such coverages shall not be limited by Agency's inability to indemnify and hold harmless Railroad Indemnitees under applicable laws and regulations:

- (a) Agency shall, at its own cost and expense, prior to entry onto the property of Railway (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:
 - (i) Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL") including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of no less than two million dollars (\$2,000,000) for bodily injury and/or property damage liability per occurrence, and an aggregate limit of no less than six million dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.
 - (ii) Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and/or property damage liability per occurrence. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds.
 - (iii) Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of no less than one million dollars (\$1,000,000) for bodily injury by accident, each accident; one million dollars

- (\$1,000,000) for bodily injury by disease, policy limit; one million dollars (\$1,000,000) for bodily injury by disease, each employee. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway Indemnitees.
- (iv) Prior to construction within fifty (50) feet of the Railway's tracks, Agency shall purchase Railroad Protective Liability Insurance naming Railway Indemnitees as the named insureds with limits of two million dollars (\$2,000,000) each occurrence and six million dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from Railway.

(b) The following general insurance requirements shall apply:

- (i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. Railway reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.
- (ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by Railway Indemnitees.
- (iii) All insurance policies shall be endorsed to provide Railway with thirty (30) days prior written notice of cancellation, non-renewal or material changes.
- (iv) Agency shall provide Railway with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by date and description and shall be furnished to Railway at the following address, or to such other address as Railway may hereafter specify:

Central Oregon & Pacific Railroad, Inc. (COPR); Attn: Public Projects Consultant: Alfred Benesch & Company, 4614 Red Fox Road, Oshkosh, WI 54904 AND Central Oregon & Pacific Railroad, Inc., Attn: Jason Sims, 333 S.E. Mosher, Roseburg, OR 97470.

- (v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:
 - a. The retroactive date shall be prior to the commencement of work.
 - b. Agency shall maintain such policies on a continuous basis.
 - c. If there is a change in insurer or policies are cancelled or not renewed, Agency shall purchase an extended reporting period of not less than three (3) years after the Agreement expiration or termination date.
 - d. Agency shall arrange for adequate time for reporting of any loss under this Agreement.

c. Railway may require Agency to purchase additional insurance if Railway reasonably determines that the amount of insurance then being maintained by Agency is insufficient in light of all relevant factors. If Agency is required to purchase additional insurance, Railway will notify Agency. Failure of Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

d. Furnishing of insurance by Agency shall not limit Agency's liability under this Agreement but shall be additional security therefor.

e. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

f. Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk

g. If contractors are utilized by Agency, Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Property under this Agreement is completed to the satisfaction of and accepted by Railroad and thereafter until Agency has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Property.

Attachment 1

GW CODE OF ETHICS AND CONDUCT

GW Code of Ethics and Conduct: This document is located online at

<https://www.gwrr.com/wp-content/uploads/2021/05/Code-of-Ethics-2020-EXTERNAL-INTERNATIONAL-VERSION-Final.pdf>

I certify that I have reviewed and understand the GW Code of Ethics and Conduct and agree to abide by this Code for the duration of this Agreement while performing services for Central Oregon & Pacific Railroad, Inc.

City of Ashland

KARL JOHNSON, ASSOCIATE ENGINEER

Printed Name, Title



Signature

7/31/2025

Date

ATTACHMENT 2

ROADWAY WORKER PROTECTION TRAINING POLICY

Railroad and Contractor have a mutual interest in providing a safe workplace for the employees of both parties and in maintaining the integrity and security of Railroad's facilities and property (the "Property"). To help ensure this goal, Railroad has instituted a training program for all employees of Contractor or its subcontractor(s) seeking admission to the Property (the "Program"). These employees must successfully complete the Program. Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Program on an annual basis, at their sole cost and expense, prior to their admission onto the Property. The Program will be available on-line and administered by a third party on behalf of GWI. The cost per employee certification attempt is \$80.00 USD, payable via credit or purchasing card.

To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RailPros Learning Management System, please follow these instructions:

- Start at website <https://railpros.com/training/>
- Click on the "Online Classes" button
- Select the G&W course by clicking on the course name
- Fill out all of the fields on the payment page and submit
- Enter names or emails of those who will be taking the class.
- Users will receive further registration and access instructions via email
- Upon successful system registration, users will be directed to start training.

All employees of the Contractor or its subcontractor(s) will be required to submit a copy of their training certification to the railroad personnel managing the applicable project.

Attachment 3

Contractor Safety Rules



**CONTRACTOR
SAFETY
RULES**

**Issued to all North American Subsidiaries of
Genesee & Wyoming Inc.**

Effective April 1, 2002
Revised Dec. 31, 2006

GENESEE & WYOMING INC.

CONTRACTOR SAFETY RULES

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GENESEE & WYOMING INC

CONTRACTOR SAFETY RULES

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GENESEE & WYOMING INC.

CONTRACTOR SAFETY RULES

Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

GENESEE & WYOMING INC.

CONTRACTOR SAFETY RULES

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:**a. Safety Footwear:**

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.
- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

- i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.
- ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.

GENESEE & WYOMING INC.

CONTRACTOR SAFETY RULES

- iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.
- iv. Exceptions:
 - (a.) High-visibility workwear is not required when you are in these locations:
 - Lunchroom;
 - Locker room;
 - Inside vehicles;
 - Inside railway passenger cars;
 - Inside locomotive cabs; or
 - Offices.
 - (b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.
 - (c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

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CONTRACTOR SAFETY RULES

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. EXCEPTION: Emergency stop signals may be given by anyone

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.
Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.
- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:Responsibilities:

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations.
Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

GENESEE & WYOMING INC.

CONTRACTOR SAFETY RULES

21. Watchmen:**Responsibilities:**

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

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- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

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- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

GENESEE & WYOMING INC.

CONTRACTOR SAFETY RULES

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:
 1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
 2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
 3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

- a. Communicate with employees in the vicinity of the equipment and cover;
 - Normal operating procedures including operator's blind spots.
 - Test the brakes immediately after starting.
 - Do not allow anyone to distract you or interfere with your duties.
 - Constantly look out for obstructions or unsafe conditions in the direction you are moving.
 - If you cannot see ahead or behind, designate another employee to keep a lookout for you.

The undersigned has read and understands these Genesee & Wyoming "Safety Guidelines for Contractors and Non-GWRR Personnel":

KARL JOHNSON, ASSOCIATE ENGINEER
Printed Name, Title

[Signature]
Signature

7/31/2025
Date

Contractor Safety Rules



Council Business Meeting

Date: January 20, 2026

Agenda Item	Second Reading of Ordinance 3275 Amending AMC 10.68 Public Parks to Include Provision for Special-Use Permitted Activity
Department	Parks & Recreation
From	Rachel Dials, Acting Parks and Recreation Director

TIME ESTIMATE

15 minutes

CATEGORY

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

SUMMARY

Ashland Municipal Code (AMC) Chapter 10.68—Public Parks does not permit many of the uses that the Parks Department allows via special permit. To include provisions for special-use permitted activity, edits were made to AMC 10.68. Proposed changes in the following subsections of 10.68 are recommended:

- **10.68.060** Unpermitted Commercial Activity
- **10.68.080** Posting Notices Prohibited
- **10.68.120** Park Property Prohibited Uses
- **10.68.170** Park Waters Use
- **10.68.260** Swings Hammocks
- **10.68.330** Camping Prohibited

POLICIES, PLANS & GOALS SUPPORTED

Economic Development — The proposed ordinance changes will benefit the community by continuing to bring more events to Ashland and making it easier to plan and execute for event organizers.

BACKGROUND AND ADDITIONAL INFORMATION

The Parks and Recreation Department previously worked with the City Council to update 10.68.090 Alcohol use in parks in December 2023. This change has helped to increase events within the parks system. Seven concerts were held in Summer 2025 where alcohol sales helped fundraising efforts. The Parks Commission (PC) reviewed edits for AMC 10.68 at their June 4, 2025, and July 2, 2025, study sessions. On July 9, 2025, at the Regular Business Meeting, the PC approved by motion the edits made to the amendment of AMC 10.68 and moved it forward to the Ashland City Council.

The first reading of Ordinance 3275 was approved by the City Council with no changes on December 16, 2025.

FISCAL IMPACTS

If adopted, these changes to AMC 10.68 would require some additional staff time for implementation. Once implemented, the changes would potentially provide more revenue opportunities for special use permits within the parks system as well as more flexibility for event organizers.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the second reading of AMC Ordinance 3275: An Ordinance relating to public parks to include provision for special use permitted activity; repealing and replacing AMC Chapter 10.68

REFERENCES & ATTACHMENTS





Council Business Meeting

1. 10.68 amendments_FINALDRAFT



ORDINANCE NO. 3275

AN ORDINANCE AMENDING AMC CHAPTER 10.68 PUBLIC PARKS SUB-SECTIONS 10.68.060, 10.68.080, 10.68.120, 10.68.170, 10.68.260 AND 10.68.330.

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS,

WHEREAS,

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

SECTION 1. Sub-section **10.68.060 Unpermitted Commercial Activity** is amended as follows:

A. No one shall sell or offer for sale any article or perform or offer to perform any service for hire in any of the parks ~~without a written permit for such concession properly and regularly granted by the Park Commission. except as otherwise authorized by a special use or special event permit issued by the Parks Director.~~ No one shall hawk or peddle popcorn, ice cream, candy, soda water, peanuts, or similar wares within or on any of the park grounds of the City without first securing a permit to do so. ~~from the Park Commission.~~

B. Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. Any violation of this section is a Class I violation. (Ord. 3137, amended, 2017; Ord. 3026, amended, 08/03/2010)

SECTION 2. Sub-section **10.68.080 Posting Notices prohibited** is amended as follows:

A. No one shall place, post, attach or erect any bill, poster, sign or similar posting on any pole, ~~or post or attach any notice, bill, poster, sign~~, wire, rod or cord to any tree, shrub, fence railing, fountain, wall, post, structure or other device of any kind whatever, on any of the bases, statues,

bridges, or monuments in any park ~~without permission of the Park Commission.~~ **except as otherwise authorized by a special use permit issued by the Parks Director.**

B. Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. Any violation of this section is a Class IV violation. (Ord. 3137, amended, 2017; Ord. 3026, amended, 08/03/2010)

SECTION 3. Sub-section **10.68.120 Park property Prohibited uses** is amended as follows:

A. No one shall climb any tree, or walk, stand, or sit upon the monuments, vases, fountains, railings, or fences in any park; **except as otherwise authorized by a special use permit issued by the Parks Director. Individuals issued a permit must still comply with the ‘no climbing’ rule outside of the specific activities permitted in the special use permit.**

B. Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. Any violation of this section is a Class II violation. (Ord. 3137, amended, 2017; Ord. 3026, amended, 08/03/2010)

SECTION 4. Sub-section **10.68.170 Park waters Use** is amended as follows:

A. No one shall fish, wade, swim, or bathe in any of the parks except the places designated for such purposes, ~~except, however, that children of the age of thirteen (13) years and under shall be permitted to fish within the present, or hereinafter designated, boundaries of Lithia Park.~~ **except as otherwise authorized by a special use permit issued by the Parks Director.**

B. Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. Any violation of this section is a Class II violation. (Ord. 3137, amended, 2017; Ord. 3026, amended, 08/03/2010)

SECTION 5. Sub-section **10.68.260 Swings Hammocks** is amended as follows:

A. No swings ~~or~~ hammocks ~~or other attachments to trees or structures~~ shall be hung or swung in any of the parks, except on the posts erected for the purpose; **except as otherwise authorized by a special use permit issued by the Parks Director.**

B. Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. Any violation of this section is a Class IV violation. (Ord. 3137, amended, 2017; Ord. 3026, amended, 08/03/2010)

SECTION 6. Sub-section **10.68.330 Camping prohibited** is amended as follows:

A. No person shall camp within the park limits within the City of Ashland, or on the park side of any street adjacent to the parks. **except for special events as otherwise authorized by a special use permit issued by the Parks Director. Otherwise, Prohibited Camping is a Class IV violation. is subject to the rules and enforcement outlined in Chapter 10.46.**

~~B. Any person who violates any provision of this Chapter is subject to Section 1.08.020 of the Ashland Municipal Code. Any violation of this section is a Class IV violation.~~ (Ord.

3137, amended, 2017; Ord. 3026, amended, 08/03/2010)

SECTION 7. 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 8. 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: January 20, 2026

Agenda Item	Council Liaison Appointments
Department	Mayor and Council
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

5 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

AMC 2.4.100 Council Liaison to City Advisory Boards and Commissions

G. Liaison Appointment Process and Term.

The Mayor will appoint Councilors to act as Council Liaisons to each and every regular advisory commission or board. Councilors interested in a particular subject area should inform the Mayor of their interest, and the Mayor should take the expression of interest and/or a Councilor's preference into account when making appointment decisions. Liaison appointments shall be for a term of one (1) year unless otherwise expressly stated.

Appointments are generally made on an annual basis in January, and the Mayor shall make an effort to rotate Liaison assignments if there is more than one (1) Councilor expressing a preference for a specific appointment.

POLICIES, PLANS & GOALS SUPPORTED

AMC 2.10.040 Council Liaison

Council liaisons will be appointed to each advisory committee as nonvoting ex officio members.

BACKGROUND AND ADDITIONAL INFORMATION

AMC 2.04.100 - Council Liaisons to City Advisory Boards and Commissions

Role and Responsibilities of Council Liaisons.

1. The primary role of a Council Liaison is to facilitate communication between the City advisory body and the Council. A Council Liaison shall be an ex officio nonvoting member of the advisory body, not a regular voting member, and shall not serve as Chair, unless the Mayor specifically proposes, and Council approves, the appointment of the Council Liaison to act in a voting capacity and/or as the Chair to City advisory boards and/or ad hoc committees, or unless the Ashland Municipal Code specifically requires the Liaison to serve as Chair or in a voting capacity. Notwithstanding the above, the Council Liaison to the Planning Commission shall be considered a nonmember Liaison and not an ex officio member as regards quasi-judicial matters.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the Council Liaison Appointments as discussed.

REFERENCES & ATTACHMENTS

1. City Council Liaison Appointments 2026



City Council Liaison Assignments

January 14, 2026

Commissions & Standing Advisory Committees	2026 First Assignment	2026 Second Assignment
Parks & Recreation Commission (City Charter)	Hansen	Bloom
Planning Commission	Dahle	
Climate and Environmental Policy	Kaplan	Dahle
Historic Preservation	Sherrell	
Housing and Human Services	Kaplan	Sherrell
Public Art	DuQuenne	
Social Equity and Racial Justice	Dahle	DuQuenne
Transportation	Hansen	DuQuenne

City Ad Hoc Committees	2026 First Assignment	2026 Second Assignment
Ashland Water Advisory Committee – Dormant this year	NA	NA
Early Learning Committee	DuQuenne	

Regional Boards & Committees	2026 First Assignment	2026 Second Assignment
Chamber of Commerce / Travel Ashland	Sherrell	Dahle
Rogue Valley Council of Governments (RVCOG)	DuQuenne	
Jackson County Continuum of Care	Kaplan	
Rogue Valley Metropolitan Planning Org (RVMPO)	Bloom	
Rogue Valley Transportation District (RVTD)	Bloom	
Southern Oregon Regional Economic Development Inc.	Sherrell	
Local Public Safety Coordinating Council	Graham	

State & National Boards and Committees	2026 First Assignment	2026 Second Assignment
League of Oregon Cities General Government Comm. Chair	Graham	

Community Relationships

Unlike typical Council Liaison assignments where the councilor is expected to regularly attend committee or commission meetings, the Community Liaison is expected to open a line of communication with the leadership of the organization and check in quarterly to understand how things might be changing for that organization, learn about new activities, and discuss any challenges. The purpose of this structure is to help the City Council as a body understand the current reality of the City's primary community partners as we, and they, navigate this time of great change. As Community Liaisons, Ashland City Council members will share similar information with those community organizations at their request.

Community Organizations	2026 First Assignment	2026 Second Assignment
Ashland Community Hospital	Graham	Dahle
Ashland School District	Kaplan	Dahle
All Age Friendly Ashland	DuQuenne	
Mount Ashland	Sherrell	
Opportunities for Housing, Resources & Assistance	Kaplan	Sherrell
Oregon Shakespeare Festival (OSF)	Graham	Kaplan
Rogue Valley Mountain Bike Association (RVMBA)	Hansen	
Southern Oregon University (SOU)	Graham	Bloom



Council Business Meeting

Date: January 20, 2026

Agenda Item	Chair of the City Council Election
Department	Mayor and Council
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

5 Minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Each year, the City Council selects a council member to serve as the Chair of the Council. The Ashland City Charter outlines the selection procedure and the responsibilities of the Chair. The Chair's role is to serve as the Mayor in the event of their absence or inability to attend to their duties, whether pre-scheduled or in an emergency capacity.

POLICIES, PLANS & GOALS SUPPORTED

Ashland Charter, Article VIII Section 8. Chair of the Council — At the first regular meeting of the Council in January of each year, the Council shall by ballot elect a Chair of the Council from its membership to serve for one (1) year. He/she shall, during all times when the Mayor is absent or unable to attend to his/her duties or act in any matter, have and exercise the powers and perform the duties of the Mayor, except that he/she shall retain his/her Council members' right to vote. If, at any meeting of the Council, both Mayor and Chair are absent, the Council members present shall elect one of their numbers as Chair Pro Tem, who shall preside at that meeting.

BACKGROUND AND ADDITIONAL INFORMATION

Jeff Dahle served as Chair in 2025.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to confirm _____ as Chair of the Council for one year

REFERENCES & ATTACHMENTS

None





Council Business Meeting

Date: January 20, 2026

Agenda Item	Ratification of the 3-Year Labor Agreement with IAFF Local 1269
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

5 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Timeline of Council Action

- 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
- November 18, 2025 Council approved IAFF agreement covering fiscal years, FY2025 - FY2028

There was a misunderstanding between IAFF and the City over a Memorandum of Understanding (MOU) for the Single Role positions. Due to the clerical error, the City, along with the Union, have agreed to ratify the CBA to be what was agreed upon during bargaining. 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 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).



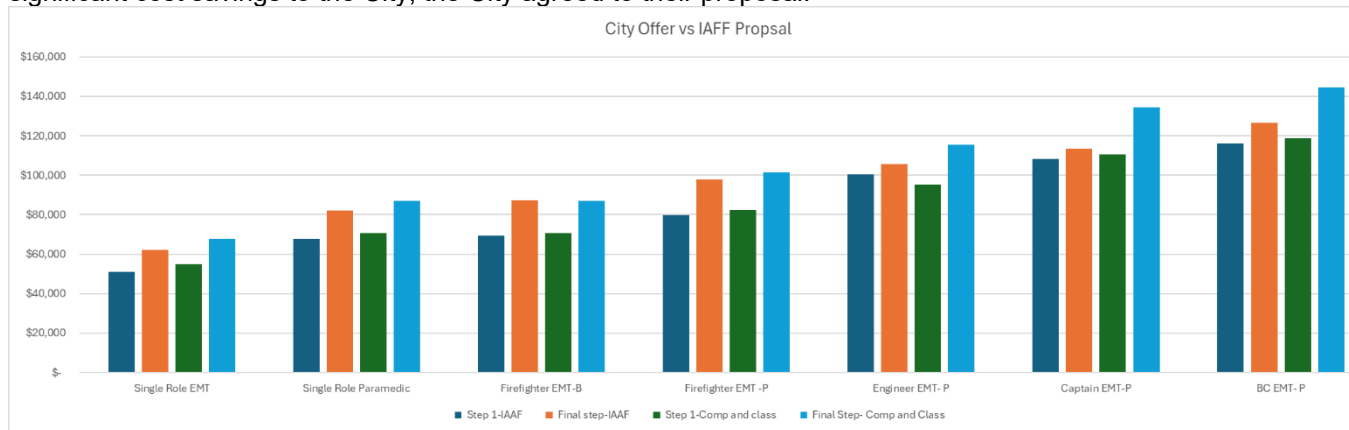


Council Business Meeting

- 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 CBA without full inclusion of the MOU has been voted on and approved by union members.

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.



		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





Council Business Meeting

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:

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

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the three-year labor agreement with IAFF Local 1269 and authorize the City Manager to sign the three-year agreement.

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. 2023_2025 Final IAFF contract with signatures
7. 2025-2028 IAFF CBA without MOU
8. 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

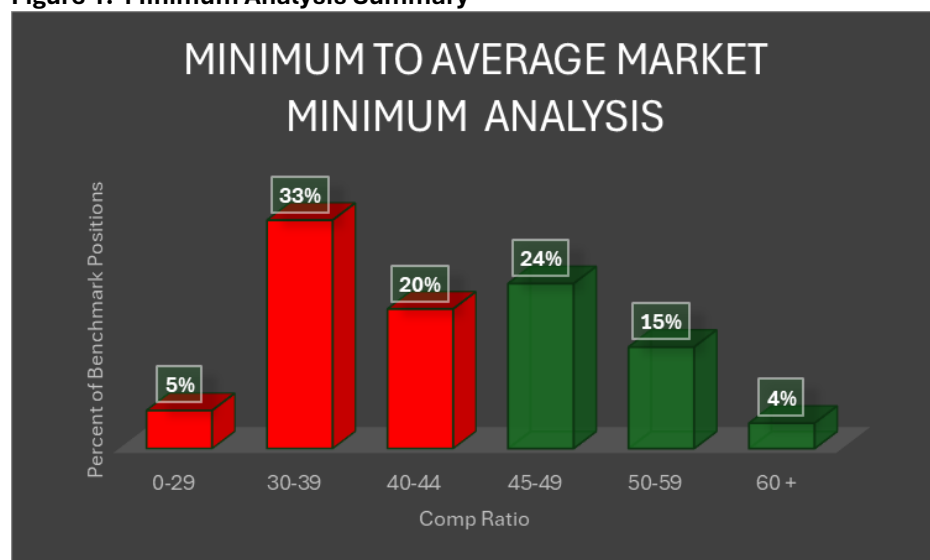
In order to analyze the ranges, a comp ratio is used, which is a ratio of the City's salary in relation to the external market data. A 50% comp ratio would mean that the salary is in line with the external market while utilizing +/-5% range around each data point. Thus, if a position has a comp ratio 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

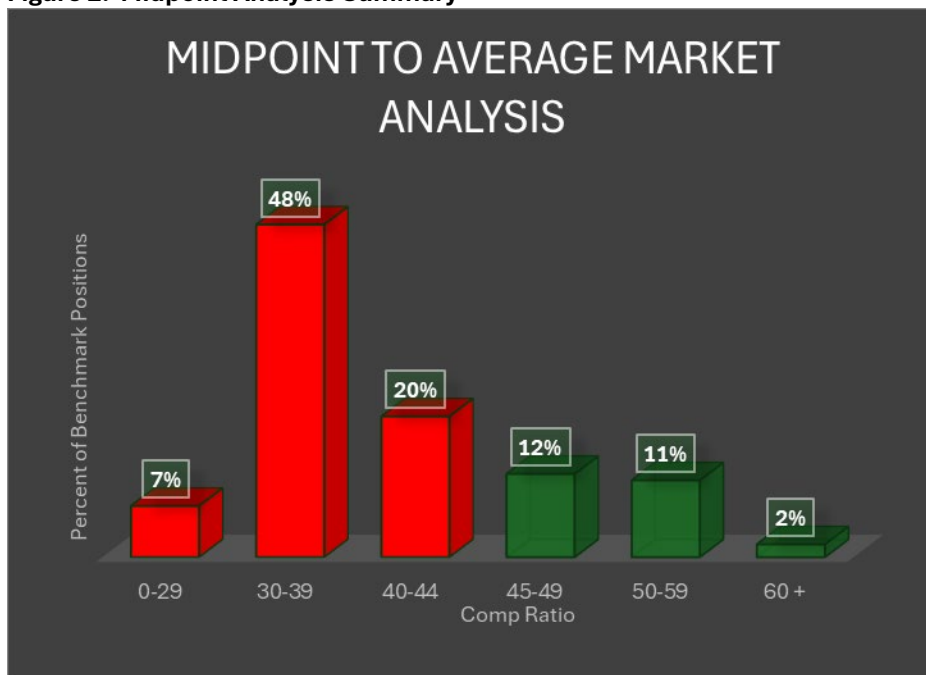
Average Midpoint Salary Analysis

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

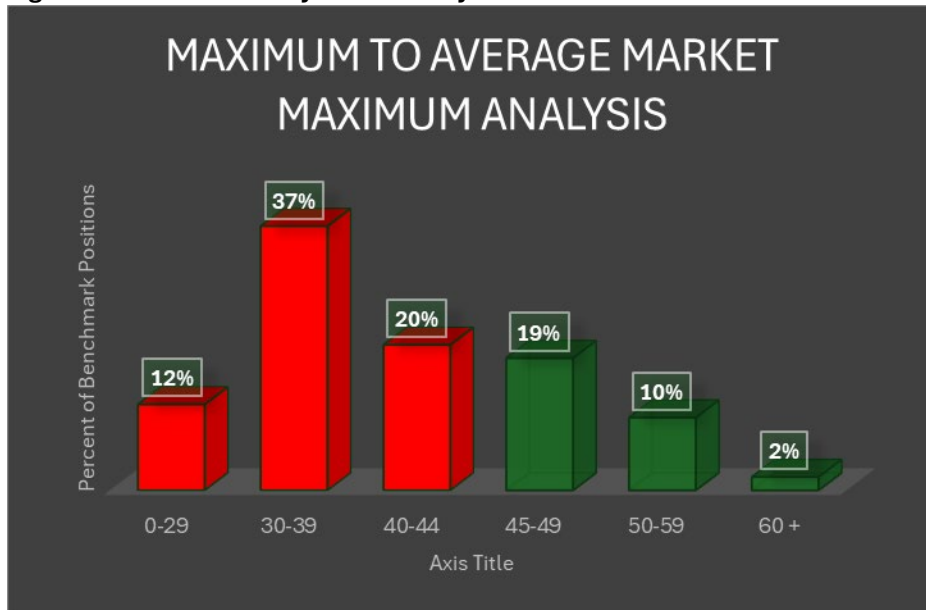


*May not total 100% due to rounding

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

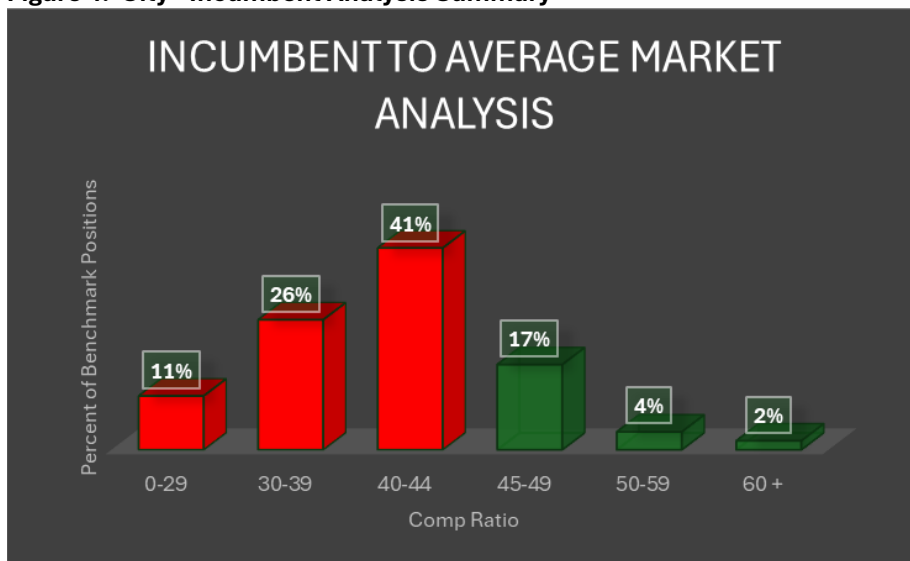


*May not total 100% due to rounding

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

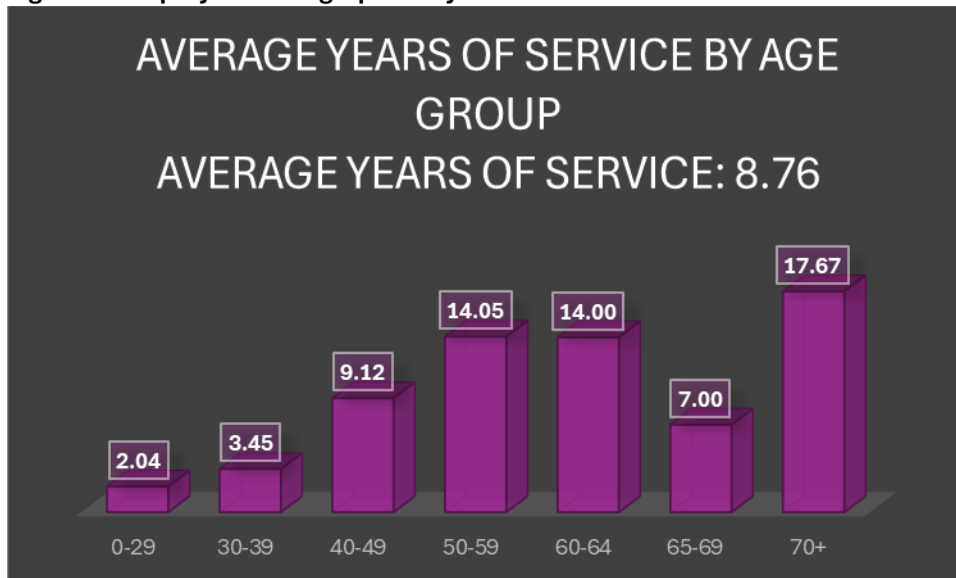
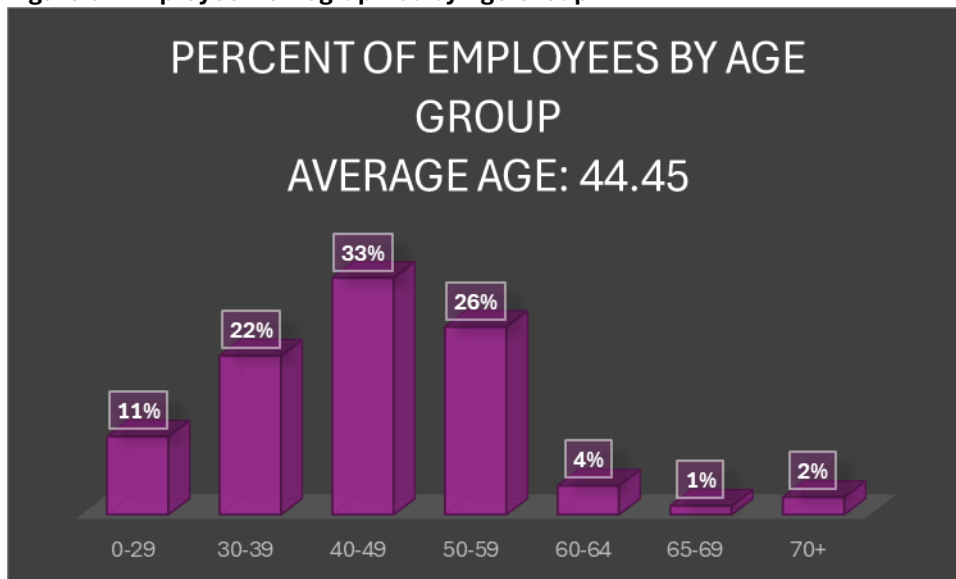


Figure 6: Employee Demographics by Age Group



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

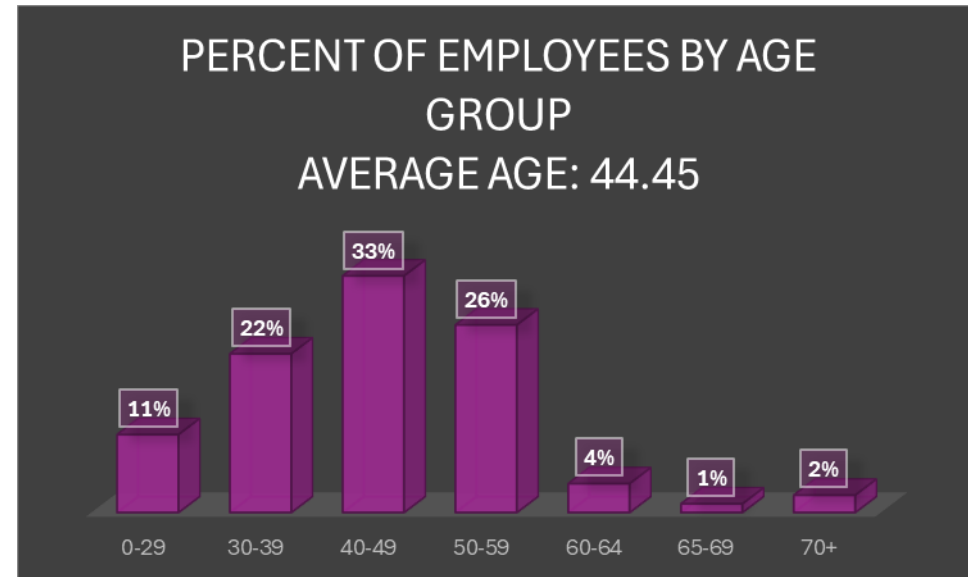
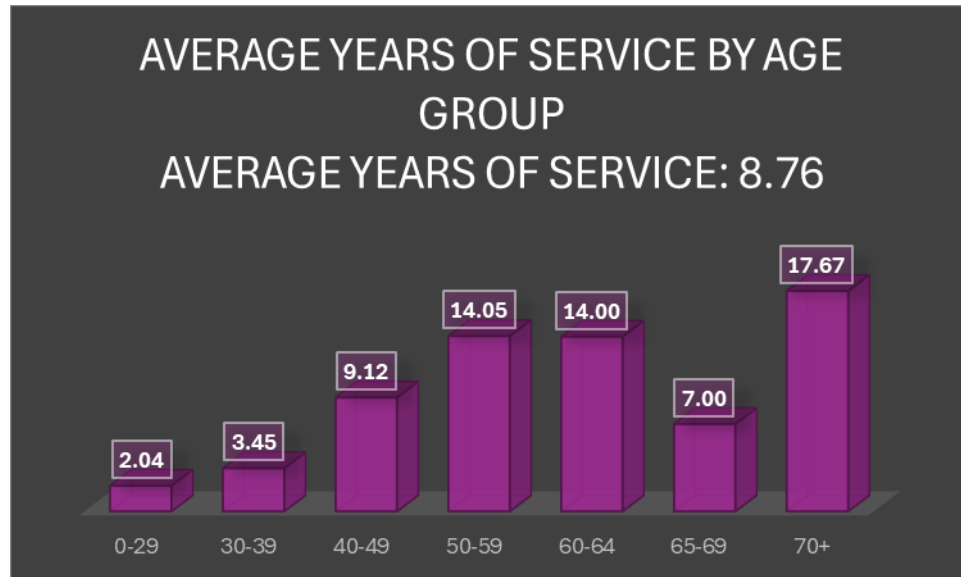


Methodology

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

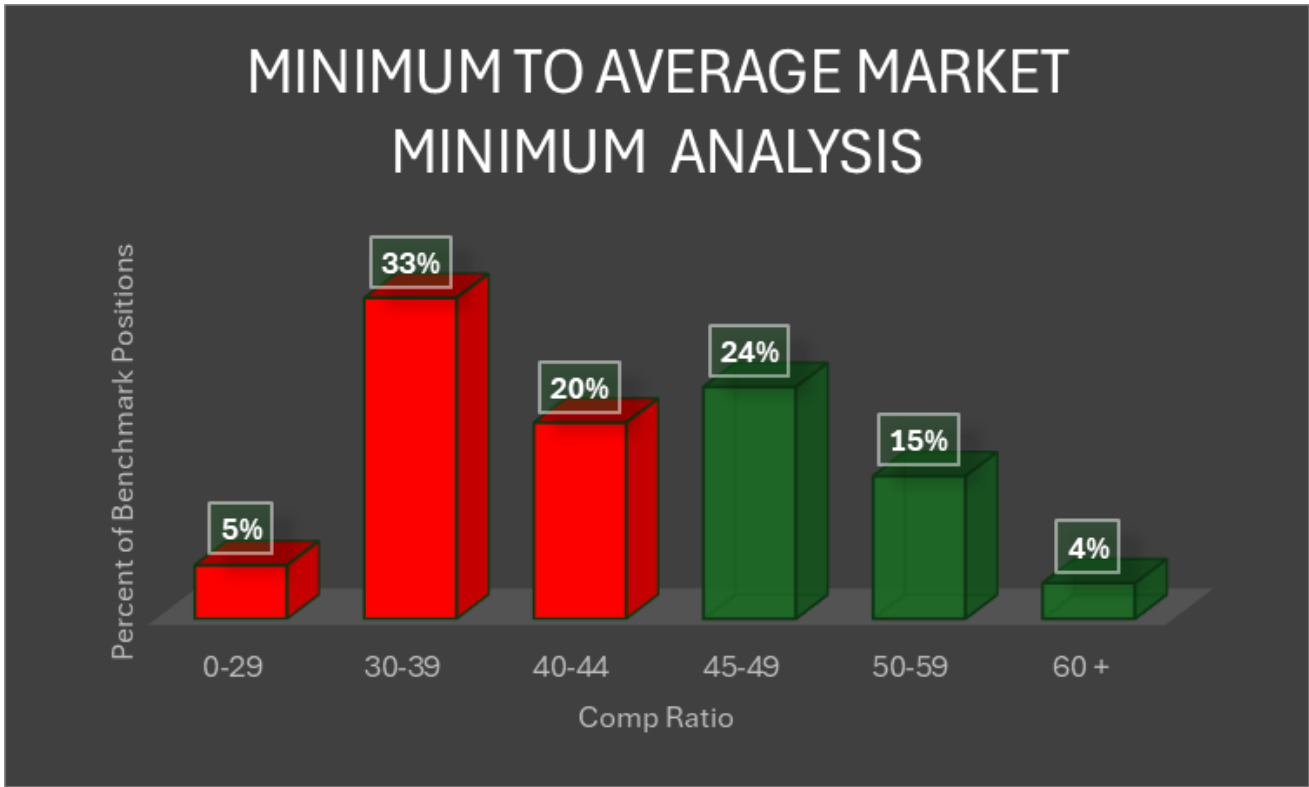
* Did not participate

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

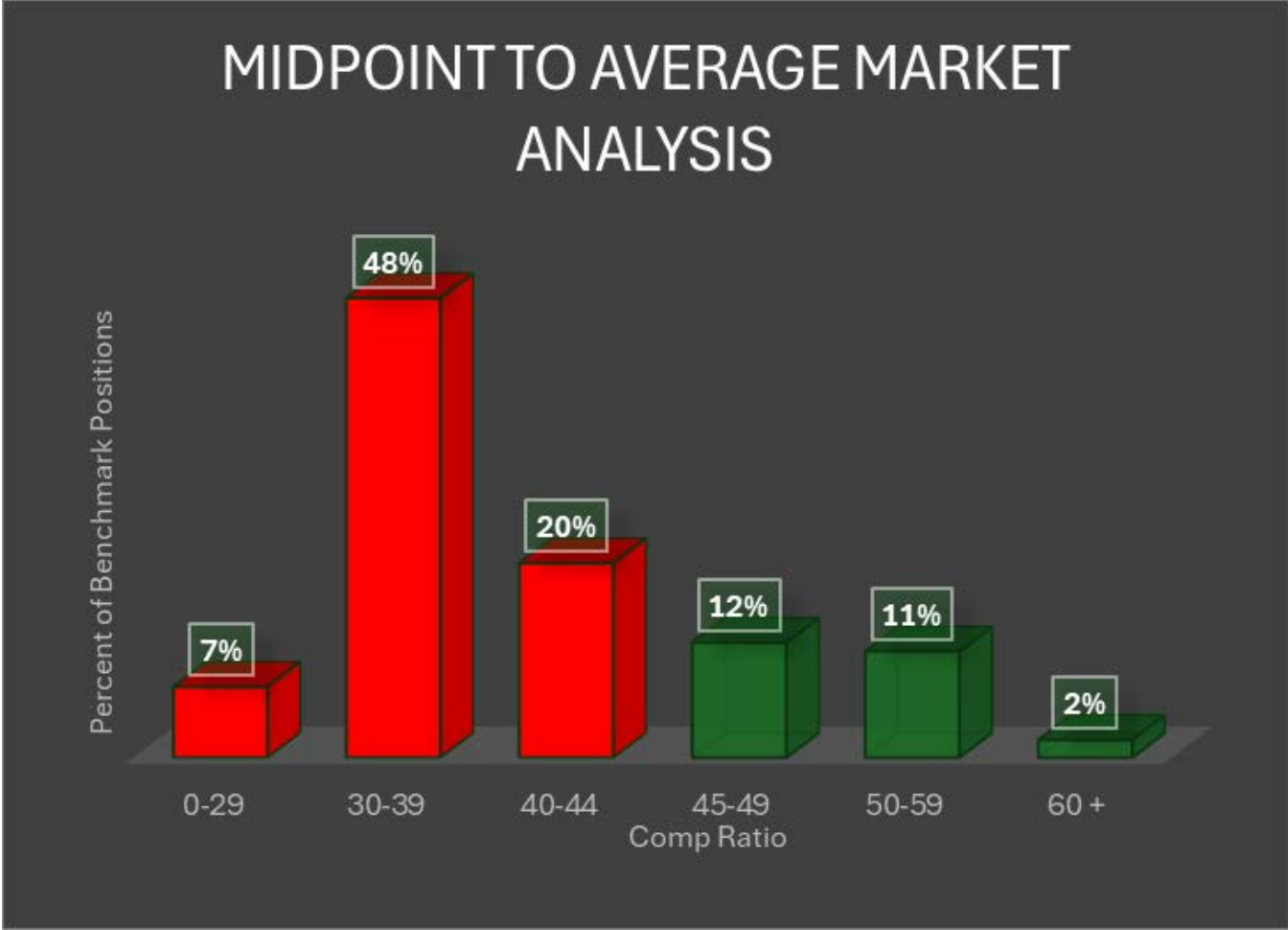


58% under Market

42% aligned with Market

Rounding may not result in 100%

Midpoint Salary Analysis



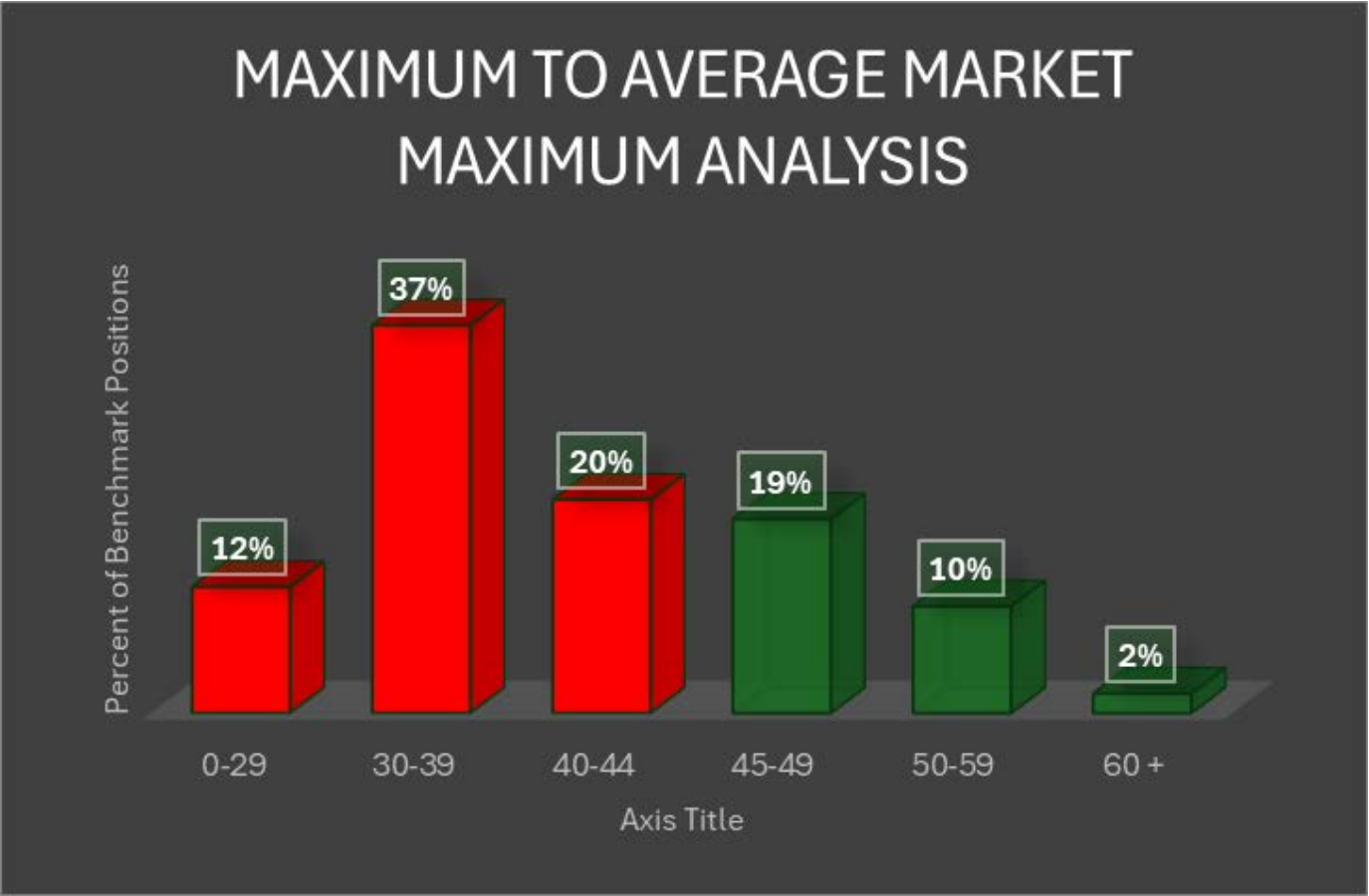
75% under Market

25% aligned with Market

Traditional schedules reach the midpoint 4-7 years

Rounding may not result in 100%

Maximum Salary Analysis

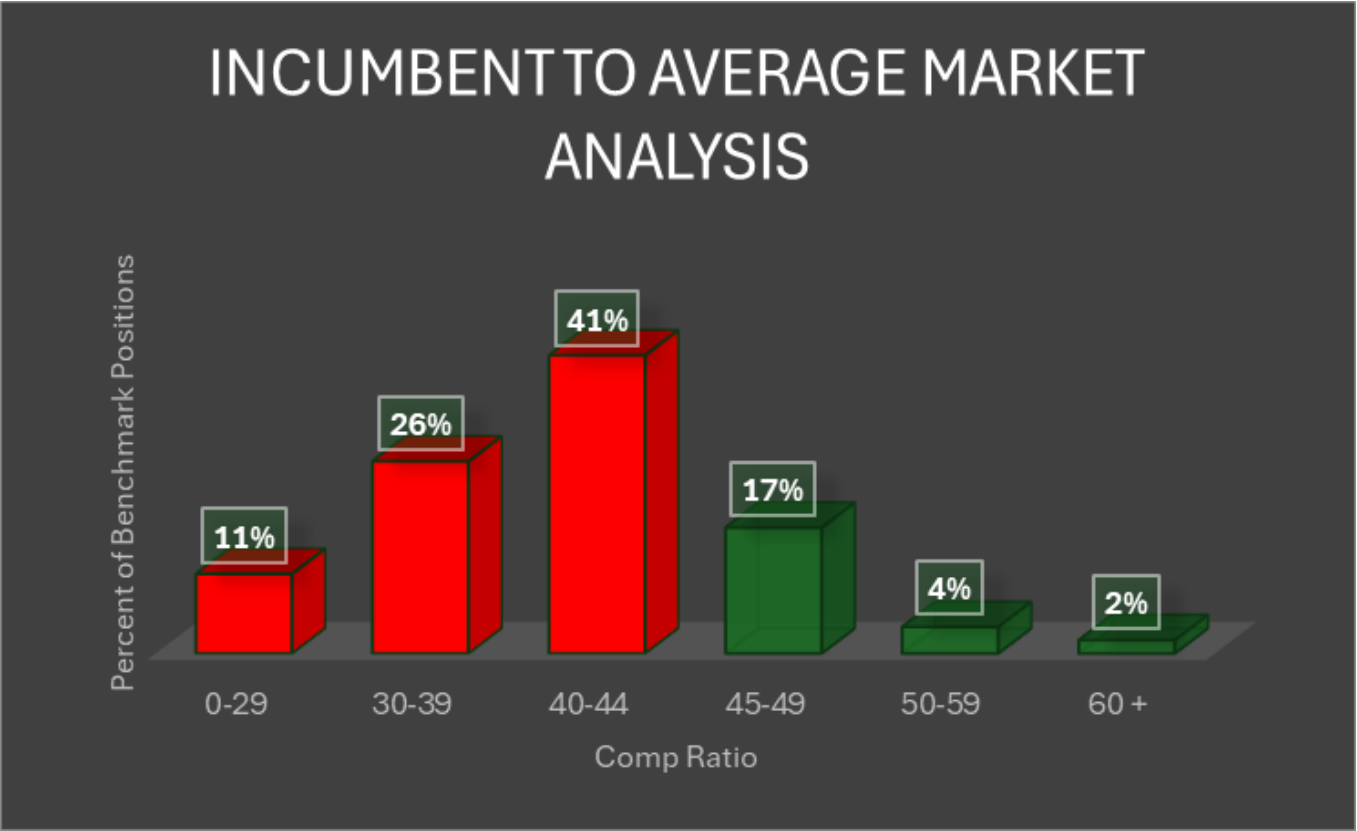


69% of positions do not have the same earning capacity as other organizations

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%			1.5%						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		

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: Captian 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:	Step 1 - Next 6 Months	\$25.4225	\$5,834.47	\$70,014
Firefighter EMT - B	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:	Step 1 - Next 6 Months	\$26.3385	\$6,044.69	\$72,536
Firefighter EMT - I	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:	Step 1 - Next 6 Months	\$29.0101	\$6,657.82	\$79,894
Firefighter EMT - P	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:	Step 1 - Next 12 Months	\$32.3660	\$7,427.99	\$89,136
Engineer EMT - B	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:	Step 1 - Next 12 Months	\$33.2820	\$7,638.21	\$91,659
Engineer EMT - I	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:	Step 1 - Next 12 Months	\$35.9536	\$8,251.35	\$99,016
Engineer EMT - P	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:	Step 1 - Next 12 Months	\$35.1141	\$8,058.68	\$96,704
Captain EMT - B	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:	Step 1 - Next 12 Months	\$36.0300	\$8,268.90	\$99,227
Captain EMT I	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:	Step 1 - Next 12 Months	\$38.7017	\$8,882.04	\$106,584
Captain EMT P	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:	Step 1 - Next 12 Months	\$37.8619	\$8,689.31	\$104,272
Battalion Chief - EMT B	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:	Step 1 - Next 12 Months	\$38.7780	\$8,899.55	\$106,795
Battalion Chief - EMT I	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:	Step 1 - Next 12 Months	\$41.4498	\$9,512.72	\$114,153
Battalion Chief - EMT P	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 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 himself 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 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.

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.

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.

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.

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.

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 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:	$192 - 100 = 92 + 48 = 140 / 3 = 46.67$	$192 - 30 = 162 + 30 = 192 / 3 = 64$	$192 - 10 = 182 + 10 = 192 / 3 = 64$	$192 - 52 = 140 + 48 = 188 / 3 = 62.67$
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% 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.
- 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).
- (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.

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.

Formal Education Incentive	DPSST Certification (by rank)
Bachelor's Degree, 2%	DPSST Tier I, 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:	\$1,500
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
- (e) 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).

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: _____

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.

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.

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 3		Step 4	Step 5		Step 6	Step 7	Step 8
	Step 1	Step 2		Step 3		Step 4		Step 5				
Adjustment			\$ 55,037		\$ 56,680 \$ 58,386		\$ 60,143 \$ 61,942			\$ 63,794 \$ 65,707 \$ 67,683		
4%	\$ 51,007 \$ 53,558		\$ 56,235			\$ 59,047			\$ 61,999			

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	Step 7	Step 8
2%			\$ 56,138 \$ 57,814		\$ 59,553 \$ 61,346		\$ 63,181			\$ 65,069 \$ 67,021 \$ 69,037		
4%	\$ 53,047 \$ 55,700		\$ 58,485			\$ 61,409		\$ 64,479				

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		Step 7	Step 8
2%		\$ 57,260		\$ 58,970 \$ 60,744		\$ 62,573		\$ 64,445 \$ 66,371			\$ 68,362 \$ 70,418		
4%	\$ 55,169		\$ 57,928			\$ 60,824		\$ 63,865			\$ 67,059		

SINGLE ROLE 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		Step 7	Step 8
Adjustment		\$ 70,616		\$ 72,738		\$ 74,922 \$ 77,166		\$ 79,477 \$ 81,869			\$ 84,323 \$ 86,861		
4%	\$ 67,535		\$ 70,912		\$ 74,458		\$ 78,181				\$ 82,089		

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		Step 7	Step 8
2%		\$ 72,028		\$ 74,192 \$ 76,420		\$ 78,710 \$ 81,066		\$ 83,506			\$ 86,010 \$ 88,598		
4%	\$ 70,237		\$ 73,748			\$ 77,436		\$ 81,308		\$ 85,373			

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%		\$ 73,469 \$ 75,676		\$ 77,948 \$ 80,284		\$ 82,688		\$ 85,176 \$ 87,730				\$ 90,370	
4%	\$ 73,046			\$ 76,698			\$ 80,533		\$ 84,560			\$ 88,788	

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			

Ashland City Council Look Ahead 2026

*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 – TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council action	DEPARTMENT
January 21	State of the City	Charter Article IV (2)		
January 27	Joint Study Session – Planning Commission, Council, HHSAC	Presentation regarding Manufactured Housing Park Zone ordinance	Informational listening Session in anticipation of future Ordinance	CD
February 2	Proposed Charter change for May Election	The proposed language would clarify the qualifications for an elected position	Approval of resolution to submit proposed charter change to the County	CMO
	Proposed Charter change for May Election	The proposed language would update the notice requirments for ordinances to match state law	Approval of resolution to submit proposed charter change to the County	CMO
February 16	President’s Day – Offices Closed	AMC 3.08.080		
March 2	Oregon Department of Fish & Wildlife –Deer population in Ashland	Mathew Vargas– Rogue District Wildlife Biologist coming to discuss the deer in Ashland	listening session, informational only	CMO
	Amigo Club Update	Jay Tapp	listening session, informational only	CMO
March 16	Charter Changes Administrative Clean–ups	Discuss potential changes for the Nov. election	information presented with possible staff direction	Legal /Admin
	Budget Committee/Council reconvening	Council request for budget check-in	listening session, informational only	Finance/CMO
	Wastewater & Stormwater rate increase and stormwater franchise fee development	Presentation on wastewater and storm drain cost of service/rate study	Information presentation by consultant and staff. Future rate adoption (TBD).	PW
April 6	Natural Gas Objectives and Mechanism to achieve policy objectives	Staff direction given at 11.18.25 meeting to prepare an ORD/ ROW agreement for Council direction	information presented with possible staff direction	Legal/Admin
April 20	Reserve Fund Discussion (tentative)	direction given at Retreat to discuss options for building up the reserve fund and at what cost.		
May 4	Discussion on the Council Budget	Per retreat, discussion of items in the council budget to potentially discontinue		

	May 18	Gas Powered Lawn and Garden Equipment	CEPAC recommendation to Council regarding gas powered lawn and garden equipment	Staff Direction	Conservation
	June 1				
	June 15				
		TOPICS TO BE SCHEDULED			
	DATE	BUSINESS MEETING – TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council Action	DEPARTMENT
	February 3	Black History Month Proclamation			
		Batch Ordinance Updates	Ordinance updates approved by Council work group on 1.8.25	Approval of Ordinance updates	Legal
		OSF Presentation	Update on OSF	Special Presentation	OSF
		2nd Reading of Ordinance: Real Property			Legal
	February 11	Joint APRC/Council Meeting (APRC host)	Council requested joint financial reporting meetings		
		Quarterly Financial Report (Oct – Dec 2025)			
		Charter Change Ballot Resolutions (tentative)	Depended on outcome of study session on Feb. 2	Approval of Resolution	CMO/Legal
		Resolution for Electric Rates (tentative)	Per staff direction given at the Dec. 17 special meeting	Approval of Resolution	Electric
	February 17	OHRA update	Contract was issued to OHRA for a winter shelter and a follow up was request by Council on 11.18.25		
	March 3	Women’s History Month Proclamation			
	March 17	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		Finance
	April 7	Arbor Day/Week Proclamation			
		Public Hearing Imperatrice Property (tentative)			Public Works
	April 21	Public Hearing Community Development Block Grant (CDBG) Award(s)	2026 Annual CDBG award hearing – https://or-ashland.civicplus.com/DocumentCenter/View/4280/CDBG_2026_RFP	Make final award selections for 2026 CDBG funds	CD
		Affordable Housing Trust Fund grant awards	Biennium budget allocates up to \$200,000 in AHTF grants to eligible projects	Make final award selection(s) for Affordable Housing Trust Funds	CD
		Social Service Grant awards	Biennium budget allocates up to \$134,000 in Social Service grants to eligible non-profit organizations	Make final award selection(s) for up to Biennium Social Service Grants	CD

May 5	Joint APRC/Council Meeting (Council host)		Council requested joint financial reporting meetings		
	Quarterly Financial Report (Jan – Mar 2026)				
	Asian American and Pacific Islander Heritage Month Proclamation				
	National Historic Preservation Month Proclamation				
	Miscellaneous Fees				
	Building Safety Month Proclamation				
	Flag Week Proclamation				
	Bee City USA Pollinator Week Proclamation				
June 16					
	TOPICS TO BE SCHEDULED				



City Manager's Report

January Report—1-20-2026

CITY MANAGER'S OFFICE:

- **Town Hall** is coming up on January 21, 5:30 to 7 p.m. at the Ashland High School Theatre. All are invited to attend.
- The annual, **"If I were Mayor..." contest for Ashland students in grades 4 through 12** is underway. Learn more at ashlandoregon.gov/OMAContest. *The deadline for entries is March 13, 2026.*
- Want to make a difference in Ashland? **The City has openings on several Committees.** Apply today and help shape the future of your community! More, including online application, at ashlandoregon.gov/CouncilCommissionsCommittees.
- The bimonthly Ashland **City e-Newsletter** brings it all straight to your inbox. [Sign up Now for City e-News at ashlandoregon.gov/CityNewsletters](http://ashlandoregon.gov/CityNewsletters).
- **Thank you, Ashland,** for using **SeeClickFix**, your **LIVE** citizen reporting tool for non-emergency issues, from potholes to graffiti to abandoned vehicles. Submissions made via this online tool are routed directly to the appropriate City team, improving efficiency and delivering results you can track. Check out the stats below for 2025! (Report an issue at ashlandoregon.gov/SeeClickFix.)

SeeClickFix Stats for 2025

1,109 reports in 2025 with an overall average of 0.5 days to acknowledge and 2.5 days to close.

Top 10 reports

1. Water Leak or other Water System Issue (225)
2. Power Outage (134)
3. Weed Abatement Concern (93)
4. Abandoned Vehicle (88)
5. Street Surface Concern – Other (46)
6. Trash / Illegal dumping (43)
7. Street Surface Concern – Pothole (41)
8. Tree Concern (34)
9. Parking Violation on public street (30)
10. Graffiti (25)

Departments that handled the most reports

- Public Works (water issue, street issue, traffic concern/transportation system request)
- Electric (power outage)
- Police (abandoned vehicle, parking violation on public street, graffiti)





City Manager's Report

COMMUNITY DEVELOPMENT:

- The **Social Service Grant Program and Affordable Housing Trust Fund RFPs** are live. Deadlines to apply are in February 2026.
- **Proposals** are being accepted through February 20, for the 2026 **Community Development Block Grant Program** to fund projects benefiting low- and moderate-income residents citywide initiatives.

ELECTRIC:

- Free **Home Energy Scores** are now available through May 2026 to Ashland Electric customers. This program can help residents understand energy use, lower utility bills, improve comfort and cut emissions.

FIRE:

- **Effective February 1, 2026**, the combined **Ashland Fire & Rescue ground membership** and Mercy Flights air membership option will no longer be available. This change reflects our shared commitment to strengthening each program while continuing to work collaboratively to serve the community. Both memberships remain essential and complementary, ensuring reliable emergency ground and air transport when it matters most. More at ashlandoregon.gov/Fire.

PARKS & RECREATION:

- On December 19, 2025, 115 community members attended a **Holiday Party for Seniors** at the Ashland Senior Center. Generous sponsors were *Village at Valley View*, *Maple Ridge Senior Living*, *Bristol Hospice* and *Evergreen Federal Bank*. The sponsors provided refreshments and gift cards for the first 60 participants to arrive at the Senior Center. Alice Mallory played piano music and Urban Kohler and his group of French carolers sang for those in attendance. Learn about the Ashland Senior Center at ashlandseniorcenter.org.





City Manager's Report



Ashland Senior Services Holiday Party 2025

- The **WinterSpring PlayGuide** is out in a new all-digital format. You can view the [guide](#) and register for programs on the City of Ashland Website.
- As of January 2, 2026, [Pioneer Hall](#) is available to rent through the City of Ashland Website.
- The Parks Division Manager will be working closely with the Ashland Parks Foundation and Outlier Construction on the **Butler-Perozzi Fountain Project**. Work is scheduled to begin as early as March 2026.
- The Ashland Parks and Recreation annual **volunteer appreciation dinner** was held on January 15 at the Ashland Hills Hotel. Each year Parks and Recreation holds the dinner to thank the most dedicated volunteers who provide critical support to the department. Volunteers serve on advisory committees, help run events and programs, assist with park maintenance, and much more. This year around 70 volunteers will be honored. Learn more about Parks and Recreation volunteer opportunities at ashlandoregon.gov/Volunteer.





City Manager's Report

PUBLIC WORKS:

- The **Transportation Advisory Committee** offers *Winter Driving Tips in Ashland*. [Learn more.](#) (This is the first in a series of educational articles.)
- Phase I of the **N MT Avenue Overlay project** kicked off in early Jan. The project will focus on improving pavement, ADA ramps and pedestrian and bicycle safety. Phase I will be completed by June 2026. [Read on.](#)

