

Agenda

Shady Cove Regular City Council Meeting
Shady Cove City Council Chambers
22451 Highway 62, Shady Cove, Oregon
Thursday, June 4, 2020
6 PM

This meeting will be held telephonically
in light of current health conditions.

Attendees will call

1-844-855-4444

Access Code 789926#

I. Call to Order

- A. Roll Call
- B. Announcements by Presiding Officer
 - 1. This meeting is being digitally recorded.
 - 2. The next regularly scheduled meeting of the City Council will be June 18, 2020, at 6 PM, possibly held telephonically.
 - 3. The next regularly scheduled meeting of the Planning Commission is June 11, 2020, at 6 PM.
 - 4. The next meeting of the Parks and Recreation Commission has yet to be determined.
 - 5. Public may comment on agenda items - Public must state name, address and standing to discuss an issue. Issues must have a City-wide impact and not be personal issues. Depending on number of comments and time constraints, Council may limit the amount of time to 3 minutes per speaker.
 - 6. These meeting dates are subject to change by the circumstances related to COVID-19.

II. Public Hearing

None

III. Public Comment on Agenda Items

IV. Consent Agenda

- A. Regular Meeting Minutes of May 21, 2020
- B. Bills Paid Report – 5/9/20-5/27/20 - \$12,899.44

V. Items Removed from Consent Agenda

VI. Staff Reports

Shady Cove City Council Regular Meeting

June 4, 2020

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- A. City Administrator
- B. Jackson County Deputy (CSO)
- C. Fire Chief Winfrey

VII. New Business

- A. Photography Contest winners
- B. Collective Bargaining Agreement - Teamsters

VIII. Old Business

- A. Draft City Charter

IX. Written Communication

None

X. Public Comment on Non-Agenda Items

XI. Council Comments on Non-Agenda Items

- A. Mayor Richardson – RVCOG
- B. Councilor Mitchell - RVACT & Parks Commission
- C. Councilor McGregor - SOREDI
- D. Councilor Hohenstein - Planning Commission
- E. Councilor Tarvin

XII. Adjournment

City of Shady Cove
City Council Regular Meeting and Public Hearing Minutes
Thursday, May 21, 2020
Meeting was held Telephonically

CALL TO ORDER

Mayor Richardson called the Regular City Council Meeting and Public Hearing to order at 6PM.

Council Present: Mayor Richardson, Councilor Mitchell, Councilor McGregor, Councilor Tarvin, and Councilor Hohenstein.

Staff Present: Thomas J. Corrigan, City Administrator

ANNOUNCEMENTS

The Mayor made the announcements on the agenda.

PUBLIC COMMENT

None

PUBLIC HEARING

Annual Budget – Fiscal Year 2020/2021

The Mayor opened the Public Hearing at 6:02PM.

No public comment. City Administrator gave brief explanation of change to budget and how to make a motion.

Councilor Tarvin corrected line item on budget to confirm correct amount

Public Hearing closed at 6:06PM

CONSENT CALENDAR

Motion to Accept the Consent Calendar including Regular Meeting for May 7, 2020, Budget Committee Minutes for May 14, 2020, and Bills Paid report in the amount of \$15,770.32

Motion: Councilor Hohenstein Second: Councilor Tarvin

All Ayes Motion Carried 5-0

STAFF REPORTS

City Administrator

- Jackson County Sergeant Weaver has been assigned to oversee CSOs and discussed City concerns
- Court heard previous CSO cases, they have been processed
- CSOs have requested weed abatement violations be sent letters
- COVID-19 reimbursement information
- County Road Department will begin work next week, have notified the area. Once budget passes, will address the last remaining dirt/gravel roads in the City.
- Working with RVCOG for Total Maximum Daily Limits in the river for reporting purposes.
- Teamster agreement on next agenda.
- Potential Executive Session may be needed in the near future.
- Delay on park railing due to manufacturer doing minimal work during COVID-19.

- Painting, cleaning, sanitizing of park was done with the help of volunteers. Will sanitize once a day. Posting social distancing rules. Will close to complete railing work, but then can be reopened

Councilor Mitchell requested clarification about weed abatement leniency due to rain.

NEW BUSINESS

- A. Resolution 20-04 – Adopting the Fiscal Year 2020/2021 Budget, Making Appropriations and Imposing and Categorizing Taxes

Motion to Accept Resolution 20-04 – Adopting the Fiscal Year 2020/2021 Budget, Making Appropriations and Imposing and Categorizing Taxes in the amount of \$4,430,142.00

Motion: Councilor Mitchell Second: Councilor McGregor

All Ayes Motion Carried 5-0

- B. Resolution 20-05 – Certifying that the City of Shady Cove Provides the Following Four or More Municipal Services Enumerated in ORS 221.760(1) including Police Protection, Fire Protection, Street Construction, Maintenance, and Lighting, Storm Sewers, Planning, Zoning, and Subdivision Control

Motion to Accept Resolution 20-05 – Certifying that the City of Shady Cove Provides the Following Four or More Municipal Services Enumerated in ORS 221.760(1) including Police Protection, Fire Protection, Street Construction, Maintenance, and Lighting, Storm Sewers, Planning, Zoning, and Subdivision Control with Amendment

Motion: Councilor Hohenstein Second: Councilor Tarvin

All Ayes Motion Carried 5-0

- C. Resolution 20-06 – Declaring the City of Shady Cove's Election to Receive State Revenues

Motion to Accept Resolution 20-06 – Declaring the City of Shady Cove's Election to Receive State Revenues

Motion: Councilor McGregor Second: Councilor Hohenstein

All Ayes Motion Carried 5-0

- D. Consideration of Medical Hardship Request for 100 Firehouse Lane

Motion to Accept the Consideration of Medical Hardship Request for 100 Firehouse Lane

Motion: Councilor Tarvin Second: none

Motion dies with no Second

- E. Recommendation from Charter Revision Committee

Tabled for further revisions

- F. Award of Schoolhouse Lane Contract

Motion to Accept the Award of Schoolhouse Lane Contract for Visar Construction in the amount of \$129,636.45

Motion: Councilor McGregor Second: Councilor Mitchell

All Ayes Motion Carried 5-0

OLD BUSINESS

None.

WRITTEN COMMUNICATIONS

None.

PUBLIC COMMENT

None.

COUNCIL COMMENTS

Council Comments:

Mayor Richardson –
RVCOG – no meeting, may extend into June. Thanked parks crew for the progress on the park. Thanked Budget Committee and City staff for work on the budget. Funds are still available for paycheck protection and loan forgiveness.

Councilor Mitchell –
RVACT report – no meeting pending further phase in. Mac’s is open. Thanked Budget Committee and participants.

Councilor McGregor – seconded Councilor Mitchell’s comments for Budget and Mayor’s Parks progress. Thanked Charter Committee as well
SORED I – no meeting

Councilor Hohenstein – Thanked all staff and committees for all their perseverance during COVID19. Reminded everyone of holiday weekend. Urged reopening the City and County ASAP.

Councilor Tarvin – thankful all are healthy, and seconded everyone’s sentiments.

ADJOURNMENT

There being no further business before the Council, the Mayor adjourned the regular Meeting at 7:07PM.

Approved:

Attest:

Lena Richardson
Mayor

Thomas J. Corrigan
City Administrator

Council Vote:

Mayor Richardson	_____
Councilor Mitchell	_____
Councilor McGregor	_____
Councilor Tarvin	_____
Councilor Hohenstein	_____

Check Issue Date	Check	Payee	Description	Amount
05/27/2020	44792	AT&T Mobility	Mobile Phone #2872860888814	223.31
05/27/2020	44793	Avista Corporation	Natural Gas 4941620000	28.38
05/27/2020	44794	Canon Financial Services, Inc.	Copier Lease & Copies 612930	418.34
05/27/2020	44795	CIS Trust	Life Insurance	42.63
05/27/2020	44795	CIS Trust	Long Term Disability	63.74
05/27/2020	44796	David Christian	Radio Programming, 9 hrs.	135.00
05/27/2020	44796	David Christian	Radio Programming, 6 hrs.	90.00
05/27/2020	44796	David Christian	Radio Programming, 7 hrs.	105.00
05/27/2020	44797	Hornecker Cowling, LLP	General - Acct 32076-001	68.00
05/27/2020	44797	Hornecker Cowling, LLP	General - Acct 32076-001	884.60
05/27/2020	44798	Hunter Communications	Phone Services & Internet Charges 698	586.54
05/27/2020	44799	InstaPrint	Permit Imprint Envelopes	170.45
05/27/2020	44800	King Office Equipment, Inc.	Office Furniture Reimbursable CIS Grant	1,122.75
05/27/2020	44801	Personnel Source, Inc.	Temporary Laborer-Office Support	840.00
05/27/2020	44801	Personnel Source, Inc.	Temporary Laborer-Office Support	798.00
05/27/2020	44801	Personnel Source, Inc.	Temporary Laborer-Office Support	714.00
05/27/2020	44802	Postmaster	Sewer Billing	349.98
05/27/2020	44803	Project A, Inc.	Development and Hosting	200.00
05/27/2020	44804	RVCOG	Planning	3,201.84
05/27/2020	44804	RVCOG	Floodplain	311.29
05/27/2020	44805	Upper Rogue Independent	Government Public Notice - Budget Meeting	52.00
05/27/2020	44805	Upper Rogue Independent	Government Public Notice - Budget Meeting	65.00
05/27/2020	44805	Upper Rogue Independent	Government Public Notice - Budget Meeting	136.50
05/27/2020	44805	Upper Rogue Independent	Government Public Notice - Planning Commission Public Hea	58.50
05/27/2020	44806	USACE	Water Storage - W8Q57N	72.36
05/27/2020	44807	WECO - Carson	Public works gasoline/diesel 1-01737	77.85
05/27/2020	44807	WECO - Carson	Public works gasoline/diesel 1-01737	108.95
05/27/2020	44808	Winters Electric, LLC	Aunt Carolines Park - Park Improvements	1,974.43
Grand Totals:				12,899.44

AGREEMENT

BETWEEN

THE CITY OF SHADY COVE

AND

TEAMSTERS LOCAL #223

July 1, 2020 to June 30, 2023

UNION NEGOTIATION TEAM

Brent Jensen, Chief Negotiator
Debby Jermain, Steward
Shelly Dent, Steward

CITY OF SHADY COVE NEGOTIATION TEAM

Tom Corrigan, City Administrator

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AGREEMENT AND PURPOSE

The parties to this Agreement are the City of Shady Cove, Oregon, hereinafter referred to as the "CITY" and the Teamsters Local Union No. 223, International Brotherhood of Teamsters, Portland, Oregon, hereinafter called the "UNION". Unless indicated otherwise, "City" shall include the Mayor or City Council or their designees. This Agreement is for the purpose of reaching agreement as set forth herein, including but not limited to, fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

ARTICLE 1- RECOGNITION

Section 1.1 Recognition. The City of Shady Cove recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit as determined by the State of Oregon, with respect to wages, hours, and other conditions of employment for full-time employees and part-time employees scheduled to work at least 20 hours or more per week. All reference to employees in this Agreement shall be construed to mean regular employees and not temporary (not more than ninety (90) days in a calendar year), seasonal (employed between April 1 and September 30), or part-time (less than 20 hours per week). All currently- covered classifications are listed in Appendix A of this Agreement, "Wages and Salaries".

Section 1.2 New Hires. The City will notify the Union of all new hires subject to this Agreement within 30 days after having been employed, furnishing the Union with the new employee's name, position title and mailing address.

ARTICLE 2 - EMPLOYEE RIGHTS

Section 2.1 Union Membership. The City agrees not to interfere with the rights of City employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of Union membership.

Section 2.2 Equal Application. This Agreement shall apply equally to all members of the bargaining unit. The Union and the City shall share the responsibility for upholding this provision of the Agreement. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

ARTICLE 3 - UNION AND SECURITY CHECK-OFF

Section 3.1 Union Membership. Employees in the bargaining unit who have elected to be members of the Union shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deductions of membership dues and initiation fees in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted to the Union by 15th day of the following month.

Section 3.2 Authorization to Deduct Union Dues. Such uniform amounts the Union certifies to the City as monthly dues shall remain as the reasonable amount to be deducted.

Section 3.3 Amount of Dues. The City will not be held liable for check-off errors but will make proper adjustments with the Union for errors within a sixty (60) day period. Provided the City acts in compliance with the provisions of this Article, the Union will indemnify, defend, and hold the City harmless against any claims made against or any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check-off errors. The Union agrees to make proper adjustments for errors within a sixty (60) day period as well.

Section 3.4 Indemnification. Except as otherwise provided in this Agreement, during their working hours the Union shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union, or carry on other business activities of the Union; provided that this provision shall not prohibit conversations concerning negotiation matters which do not interfere with the work and duties of any employee.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 Management Rights. The City retains all customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of the City. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement; and the City retains all prerogatives, functions and rights not specifically limited to the terms of this Agreement. The City shall have no obligation to bargain with the Union with respect to any such subjects or exercise of its discretion in decision making with regard hereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining. The employer shall have the right to establish such reasonable rules and regulations not in conflict with this Agreement respecting the conduct of employees as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

Without limitation, but by the way of illustration, the exclusive prerogatives, functions and rights of the employer shall include, but not be limited to the following:

1. To set standards of service, determine the mission of its constituent departments, commissions and boards and to direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed and operations, functions, and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or transfer an office or facility or combination of facilities or relocate, reorganize or combine the work of departments, operations of facilities for finances or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto included but not limited to relieving its employees from duty because of lack of work, business, or other legitimate reason.

4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures.
5. To implement new and revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards and maintain the efficiency of governmental operations.
6. To assign and distribute work and to designate and assign all work duties and direct its employees.
7. To contract or subcontract work as determined by the City.
8. To assign shifts, workdays, hours of work, and work locations.
9. To introduce new duties and to determine the content of revised job classifications and duties within the unit.
10. To determine the need for and the qualifications of new employees, transfers and promotions.
11. To discipline, suspend, demote or discharge any employee so long as such action is not arbitrary, in bad faith or without just cause.
12. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and to assign employees to such duties for a period to be determined by the employer.
13. To take all necessary action to carry out its mission in case of emergencies and to exercise complete control and direction over its organization and the technology of performing its work.

ARTICLE 5 - CITY SECURITY

Section 5.1 No Strike. During the term of this Agreement, the Union and its members will not initiate, cause, permit or participate or join in any strike, work stoppage or slow-down, picketing or any activity limited by ORS 243.672(2)(f), (g) or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line. Any disciplinary action, including discharge, may be undertaken 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 5.2 Orderly Return to Work. In the event of a strike, work stoppage, slow-down, 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 make every reasonable attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected by or limited to the subject matter involved in the dispute

giving rise to the work action or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

Section 5.3 Lockouts. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no breach of Section 5.1.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1 Bargaining. Members of the Union bargaining team shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members who may be allowed off shall not exceed two (2). The Union will identify these representatives to the City in advance of the commencement of negotiations.

Section 6.2 Union Access. The City agrees that the Union representatives accredited by the Union shall be accorded reasonable access to bargaining unit members for the purpose of Union business providing that such access does not interfere with the performance by City employees of their duties.

ARTICLE 7 - WAGES AND SALARIES

Section 7.1 Wages and Salary. Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked appendix "A", which is hereby incorporated into and made a part of this Agreement

Section 7.2 Pay Steps. New employees shall normally start at the "A" step. Employees whose performance meets expectations will be eligible for the next step on their next hiring anniversary date after completing a full year in the current step and having performed satisfactorily. An employee promoted to a higher classification shall move to the step in the new range that guarantees a salary increase. Future step increases will be based on the date of promotion which shall be the employee's new anniversary date.

Section 7.3 New Classifications. Proper notice shall be given to the Union when a position not listed on the salary schedule is established if such classification is assigned to the bargaining unit represented by the Union. The notice shall include the classification and pay range for such position. The Union shall be afforded an opportunity to meet with the City and discuss the matter. The Union will be supplied, upon request, with appropriate clarification specifications relating to the position in question. If the Union does not object to the City's pay proposal within fourteen (14) calendar days, the City proposal will be implemented. If the Union does object to the City's pay proposal, then the matter will be submitted to the PECBA collective bargaining process under ORS 243.648.

ARTICLE 8 - HOURS OF WORK

Section 8.1 Work Week. For the duration of this Agreement, the basic work week, to the extent consistent with basic requirements of the City departments, and recognizing the need for continued service by such departments throughout the week, shall consist of forty (40) hours per week with a maximum of eight (8) scheduled hours per day for those employees working

five (5), eight-hour days per work week and ten (10) scheduled hours per day for those employees working four (4), ten-hour days per work week, which excludes meal periods, in a seven day period. The work day is a twenty-four (24) hour period commencing with the first hour of an employee's work shift. The first day of the seven-day period shall begin at the first hour of the employee's first day of their work week and end seven days later. During the seven-day work period (work week) those employees working a five-day work week will be scheduled a minimum of two (2) consecutive days off and those employees working a four-day work week will be scheduled a minimum of three (3) consecutive days off.

Section 8.2 Flexible Work Schedule. The Union and the City may, by mutual agreement, employ any other regular flexible work schedule. Work schedules will be adopted for employees in the bargaining unit and may be subject to change by mutual agreement between the City and its employees.

Section 8.3 Work Schedule. Each employee shall have a work schedule. The schedule will consist of a one (1) month period. The work schedule will be posted by 3:00 P.M. five (5) calendar days preceding the scheduled one (1) month period. The City maintains the right to "split" an employee's work day on the work schedule for unique scheduling circumstances such as City Council and Planning Commission meetings. Under no circumstances will an employee be scheduled to work more than two (2) blocks in a split shift per day with a minimum of two (2) hours a block and a minimum of two (2) hours break between blocks. The City will make a good faith effort to create work schedules with regular shift starting and ending times. Employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations. Employees shall be advised, in writing, by the City, at least five (5) working days in advance of a change in their normal work schedule. Changes in work schedules may be made with less than five (5) days' notice upon mutual consent between the City and the employee. Likewise, the City shall receive, in writing, five (5) working days in advance, any employee requests for changes in their posted work schedules. The City will make a good faith effort to grant employee requests for shift/work schedule changes.

Section 8.4 Rest Period. A rest period of fifteen (15) minutes shall be permitted for all employees during each half-shift, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties. An employee required to work a twelve-hour shift shall receive an additional fifteen (15) minutes rest period.

Section 8.5 Meal Period. All employees shall be granted an unpaid thirty (30) minute meal period during each work shift. An employee, with supervisory approval, may be granted an unpaid meal period in excess of thirty (30) minutes, provided that the employee's starting or ending time will be adjusted accordingly. To the extent consistent with the operating requirements of the City, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible.

ARTICLE 9 – OVERTIME

Section 9.1 Overtime. Where overtime is required for the efficient operation of the City, the following shall apply:

1. All work performed in excess of 40 hours in a seven (7) day period or in excess of a regularly scheduled shift shall be considered overtime work.

2. The City shall be the sole judge as to the necessity in the requirement to work overtime. The City shall give as much notice as possible of the necessity to work overtime.
3. All overtime work shall be compensated at one and one-half times the hourly rate of pay. Overtime shall be calculated to the next one-fourth (1/4) hour.

Section 9.2 Compensatory Time. An employee may elect to receive compensatory time in lieu of overtime pay as the form of compensation for overtime worked provided the employee has not reached the maximum accrual amount. Compensatory time shall accrue at a rate of one and one-half times the overtime hours actually worked to a maximum accrual of forty (40) hours.

The employee must notify the City on his time sheet to have worked overtime added to his compensatory bank or he will be paid. After forty (40) hours of accumulated compensatory time, any additional overtime-worked will be automatically paid.

The City may, with thirty (30) days' written notice, purchase the compensatory time bank of an employee December 1 and/or June 30. However, in the event an employee has prior approved compensatory time, such time will not be included in the purchase.

Section 9.3. Rules for Compensation of Overtime.

1. Full time (scheduled forty (40) hours per week) employees called to work outside of their current work schedule will be compensated starting when they arrive at the City limits. A minimum callout of two (2) hours will apply. The overtime calculation will continue through the requested overtime work period and includes the time until they leave the City limits when returning to point of origin.
2. Compensation for call-out overtime, for full-time (scheduled forty (40) hour per week) Public Works Department employees shall only be authorized in cases of reported serious emergencies. Examples of these "reported serious emergencies include situations that endanger life or property, such as trees down endangering road or safety of citizens, flooding, blocked road ways, fire, and/or other serious emergencies as determined by the City Administrator.
3. Employees compelled to work overtime will complete an "Overtime Authorization" form and will submit it to his supervisor or City Recorder no later than their next scheduled work day.

ARTICLE 10 - INCENTIVE PAY

Section 10.1 Public Works Employees. A non-probationary employee will receive a three percent (3%) increase on their base pay who has a State DEQ Grade 2 Certification in Wastewater Collection or Treatment and a State DEQ Grade 1 in the other area and a two percent (2%) increase on their base pay who has a State DEQ Grade 3 Certification in Wastewater Collection or Treatment and a State DEQ Grade 2 in the other area for a maximum benefit of five percent (5%).

The City will pay the cost of the initial certification test for an employee. The cost of retesting shall be borne by the employee.

Employees in the job classification of Public Works Maintenance I shall receive an additional two percent (2%) on their base pay upon completion of half of the course work required toward an ODOT Roads Scholar Level One certification. Upon receipt of the Roads Scholar Level One certification, the employee shall automatically be promoted to Public Works Maintenance II and his/her salary increased to the step on the salary schedule that results in at least a five percent (5%) increase from their previous base pay, in lieu of the 2% incentive.

Section 10.2 All Employees. A non-probationary employee shall receive an additional one percent (1%) increase on his/her base salary for every eighteen (18) college semester units with a passing grade (pass/fail does not qualify) obtained while he/she is employed by the City, to a maximum of five percent (5%).

Section 10.3 Longevity Pay. An employee who has ten (10) years of service with the City shall receive an additional two percent (2%) of their wage added to their base wage. An employee who has twenty (20) years of service with the City shall receive an additional four percent (4%) of their wage added to their base wage. An employee shall not be eligible under this section for more than four percent (4%) additional wages.

Section 10.4 Payment of Incentives. An employee may qualify and receive compensation for more than one incentive under this Article. An employee maintains the incentive which will be added onto his base pay in the event he moves to another classification, provided the incentive remains relevant to the job duties of the new classification.

ARTICLE 11 – HOLIDAYS

Section 11.1 Recognized Holidays. All employees shall be entitled to the following holidays with pay:

1. New Years Day (January 1)
2. Martin Luther King Day (Third Monday in January)
3. Presidents' Day (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (Fourth Thursday in November)
9. Day after Thanksgiving
10. Christmas Day (December 25)
11. Christmas Eve

Section 11.2 Day Observed. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the previous Friday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on an employee's regularly-scheduled day off, the employee's next regularly-scheduled work day shall be deemed to be a holiday in lieu of the day otherwise observed.

Section 11.3 Floating Holiday. Each employee shall accrue one (1), eight (8)-hour floating holiday, in addition to the designated holidays listed above, on July 1st of each year to be taken as time off. Notice and approval requirements for the floating holiday shall be the same as for "first-come, first-served" vacation requests as set forth in Section 12.2. Floating holidays not utilized as time off during the fiscal year shall be forfeited.

ARTICLE 12 – VACATIONS

Section 12.1 Accrual Rates. Vacation leave with pay for employees shall accrue on the following basis:

<u>Months of Service</u>	<u>Annual Accumulation</u>	<u>Monthly Accumulation</u>
0- 60 months (1-5 years)	88 hours	7.33 hours
61 - 120 months (5-10 years)	120 hours	10.0 hours
121-180 months (10-15 years)	160 hours	13.33 hours
181 + months (15+ years)	200 hours	16.66 hours

Vacation hours are not available for use as time off until the new employee has completed six (6) months of regular employment. However, the City may, in unusual or emergency circumstances, permit the use of accrued vacation hours during this six (6)-month period.

Section 12.2 Vacation Scheduling. Vacation scheduling will occur in the following manner:

1. By December 1st of each year the City Administrator will distribute known vacation selection time options for both inside City Hall positions and outside City Hall positions to the employees that will cover the time period of January 1st through December 31st of the upcoming year. The City may block out certain dates on each calendar that will not be subject to vacation requests, consistent with anticipated operational needs.
2. The vacation schedule will be routed for employee vacation time off selections in order of seniority within both locations. The most senior employee will make their selections for up to two weeks of time off and then route the vacation schedule to the next most senior employee. All employees vacation time off must be posted on the schedule. There will be no seniority "bumping" on the schedule once it has been approved by the City Administrator.
3. The employee vacation selections must be completed within fifteen (15) working days of the initial distribution of the vacation time off schedule. The City will post the approved seniority-bid vacation schedule by January 1st.
4. Once the above-described seniority selection process has been completed, all other vacation requests shall be on a first-come, first-served basis. The City Administrator, within not less than thirty (30) days of the date(s) of the start of the time off requested, will approve or deny the request, depending on operational needs and any other relevant considerations. Vacation requests submitted within less than forty-five (45) days of the vacation time selected will be approved or denied within (ten) 10 business days, or sooner, if the City Administrator is available to process the request.

5. Requests for use of vacation time are to be made in writing and submitted to the City Administrator. The City will try to grant each request, while considering the operational needs of the City, but cannot guarantee all requests will be approved. In the event of competing requests for times submitted concurrently, approval will be given to the employee with the highest seniority.

Final approval rests with the City Administrator.

6. If additional vacation date options become known to the City Administrator, those dates will be made available for first-come, first-served vacation selections.

ARTICLE 13 - ACCRUED TIME OFF

Section 13.1 Accrued Time Off. Vacation accrual will be credited to the employee's amount of accrued time off. Vacation leave shall not accrue during a leave of absence without pay. Effective July 1, 2012, employees may only accrue a maximum of one and one-half (1 ½) times their annual accrual rate. Any accrual over the cap must be utilized within six (6) months of the excess accrual or it will be lost. No payment shall be made for vacation time lost by an employee because of accrual limitations. If the failure to take vacation was caused by the City cancelling approved vacation during a scheduled vacation period, the City will restore the lost time to the employee's vacation leave bank and grant the employee an additional six (6) months in which to utilize the excess vacation time. Compensation in lieu of use of vacation will not be allowed, except in the City Administrator's sole discretion.

Section 13.2 Payment Upon Separation. An employee who has completed at least six (6) months of service and separates from employment shall receive payment for accrued unused vacation time. In the event of an employee's death, accrued unused vacation and compensatory time shall be paid in the same manner as salary compensation due the decedent as authorized by law.

ARTICLE 14 - HEALTH, ACCIDENT, AND DENTAL INSURANCE

Section 14.1 Insurance Coverage. The City shall provide and maintain payment for employees and their families for coverage under the Teamsters Health and Welfare Plan:

1. Medical G/W Plan
2. Dental (D-5)
3. Vision (V-4)

The City shall contribute ninety percent (90%) toward the premium amount with the employee paying the remaining ten percent (10%). Employee contributions shall be deducted monthly from the employee's pay.

Section 14.2 Eligibility. An employee must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid

status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February).

Section 14.3 Salary Continuation Insurance. The City shall provide salary continuation insurance for each employee. Benefits shall be at least equal to what is currently provided.

ARTICLE 15 - LIFE INSURANCE

Section 15.1 Life Insurance. During the life of this Agreement, the City will provide for the purchase of a term life insurance benefit policy, an accidental death and dismemberment benefit policy of \$10,000. The benefit will be maintained at no cost to employees.

ARTICLE 16 – LEAVES

Section 16.1 Sick Leave. To reduce the cost of non-occupational illness and disability, employees shall accrue sick leave at the rate of eight (8) hours for each full month of service. Part-time employees working twenty (20) hours or more per week shall accrue sick leave in proportion to the amount of hours worked. There shall be a limit of 720 hours that can be accrued. Eligibility for sick leave benefits shall begin after the first thirty (30) days of employment. A physician's note shall be required after three (3) consecutive days of sick leave usage. Abuse of sick leave privilege shall be cause for disciplinary action.

When an employee must be away from the job because of serious illness of the spouse or legal dependents residing in the household, such time off will be charged against the sick leave time. It is understood that there may be some circumstances when the employee is responsible for the care of family members who do not meet the above criteria (ie; parent, grandparent, etc.). In such cases, where the employee can be reasonably determined as the responsible person, the employee shall be allowed to charge such time against the sick leave time.

On termination from employment with the City, one-half of the employee's unused accrued sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with, and if allowed by, PERS rules.

Section 16.2 On the Job Injury. Under the Oregon Workers' Compensation Law, the City may deduct from any sick leave payment made to an employee, amounts equal to benefits received by the employee under the Workers' Compensation Law with respect to the same injury that gave rise to the sick leave. Recreational or social activities shall not formally be considered as within the scope of an employee's employment unless they are a mandatory function of the City.

Section 16.3 Sick Leave Without Pay.

- (a) At a minimum of five (5) working days before all sick, compensatory and vacation leave is exhausted, an employee must petition the City Administrator in writing for sick leave without pay. The petition must be accompanied by a physician's statement as to the date the employee is expected to return to duty. Authorization of sick leave without pay when all time has been expended is solely at the discretion of the City Administrator.

Failure to provide the petition and the physician's statement within the specified time frame may result in termination of employment.

- (b) From time to time, the City Administrator may require that the employee submit a certificate from the attending physician. In the event of a failure or refusal to supply such a certificate within a specified time frame, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of his duties, such sick leave may be canceled and the employee's services terminated.

Section 16.4 Maternity/Parental Leave. Female employees may use up to twelve (12) weeks of any available accrued leave for the birth of a child or up to four (4) weeks for adoption of a child under five (5) years of age from the date of placement in the home. Male employees may use up to two (2) weeks of any accrued paid leave for the birth of a child or for the adoption of a child under five (5) years of age from the date of placement in the home. When to commence or terminate leave, both prior to and after delivery, is a decision to be made by the employee, and the treating physician. The City may, at its discretion, grant additional paid or unpaid leave.

Section 16.5 Compassionate Leave. In the event of a death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren) an employee shall be granted three (3) days off with pay. The employee may use up to five (5) additional days of sick leave, per occurrence, to enable the employee to attend and or make arrangements for the funeral of an immediate family member if the funeral is to be held more than 250 miles from the City of Shady Cove.

Section 16.6 Military Leave. Military leave shall be granted in accordance with applicable State and Federal law.

Section 16.7 Miscellaneous Leave with Pay. An employee is entitled to leave his duties without loss of time, pay, or other benefits for absence caused by:

1. Employees called for jury duty, or subpoenaed as a witness, shall not suffer any loss or regular City compensation during such absence; however, they shall be required to transfer any compensation received for the performance of such duty to the City. No private, personal civil case, or administrative hearing of the employee shall be covered by this court leave provision.
2. Employees who are requested by an appropriate agency to participate in a search and rescue operation are eligible for leave without pay for a period not to exceed five (5) regular work days, for each such operation (incident), provided the employee fully complies with ORS 652.250.

Section 16.8 Leave Without Pay. A non-probationary employee may be granted leave of absence without pay up to one (1) year. Requests for such approval must be in writing, and must establish reasonable justification for approval by the City Council. No vacation, sick leave, retirement, or other benefits (except COBRA rights) will be continued or accrued during periods of leave without pay. If the employee fails to return from the leave of absence he will be considered as resigned as of that date.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 17.1 Grievance Definition. A grievance is a dispute between a member covered by this Agreement and the City, as to the meaning, interpretation or application of the provisions of this Agreement or a dispute under this Agreement.

Section 17.2. The Grievance Procedure.

Step I. The employee or group of employees, with or without the Union, shall take up the grievance(s) or dispute(s) with the City Administrator within fifteen (15) calendar days of its occurrence. The written notice shall include details of the grievance, sections allegedly violated and specific remedy requested. The City Administrator shall reply in writing to the grievance(s) by the end of fifteen (15) calendar days after the grievance(s) is(are) presented.

Step II. If the grievance(s) is(are) not resolved in Step I, or an answer is not given within the time specified, the grievance(s) shall be presented in writing, by the Union, to the City Administrator within fifteen (15) calendar days after the step 1 response, or the day such reply was due, whichever comes first, excluding holidays. The City Administrator or his designee shall respond in writing within fifteen (15) calendar days after receiving the grievance(s).

Step III. If the grievance(s) is(are) not settled in Step II, the Union may within fifteen (15) calendar days of the City Administrator's decision refer the grievance to arbitration by giving notice to the City Administrator. If the parties are unable to agree upon an arbitrator within fifteen (15) calendar days of the City Administrator being notified of the decision to refer the grievance(s) to arbitration, the Union may request the Oregon State Employee Relations Board to submit a panel of seven (7) arbitrators. Both the Union and the City shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties on the disputed matter and shall render a decision which shall be binding on the parties and the employee(s). The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the express language of the agreement.

Section 17.3 Expense of the Arbitrator. The fee and expenses of the arbitrator shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript, that party shall pay for it however, if both parties desire a transcript each party will pay one-half the cost.

Section 17.4 Time Limits. If the grievance is not presented or forwarded by the employee or the Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, the Union/employee shall be allowed to move the grievance to the next step.

Section 17.5 Stewards. Employees selected by the Union to act as Union representative shall be known as "stewards" and shall not exceed two (2) in number. The name of the employees selected as stewards and the names of the 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 the stewards, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with their or other employees' regular work assignments as employees of the City.

ARTICLE 18 – UNIFORMS

Section 18.1 Public Works Protective Clothing. The City shall initially provide personal protective equipment (PPE), including approved work boots, in accordance with OSHA specifications in addition to providing uniforms and rain gear. The City will provide up to \$225 per fiscal year, upon presentation of a receipt, to each employee for the repair or replacement of work boots. City issued protective equipment, uniforms, rain gear or any other items will be limited to use while performing work for the City.

ARTICLE 19 - TRAVEL EXPENSES

Section 19.1 Travel Expenses. When an employee is required or otherwise authorized to travel outside the City on City business, the amount of funds advanced for expenses incurred shall be determined as follows:

Prior to traveling outside the City, the employee shall obtain approval for the trip and mode of travel from the Department Head or his/her designee.

Travel on official business outside the City shall normally be via public carrier or City-owned vehicle. If the employee is authorized to use a private vehicle, mileage shall be paid at the current IRS rate.

Employees will be advanced funds to cover lodging and meal expenses incurred relating to City business in conjunction with an overnight stay.

The following rates will be considered maximum amounts to be advanced for the travel expenses: Lodging - the City shall book and pay for the lodging in advance; Breakfast- \$10.00; Lunch- \$13.00; Dinner- \$21.00. When an employee's approved overnight travel involves more than one meal due to the length of the trip, the employee may spend the authorized amounts for meals at their discretion. If a meal or meals are included in the cost of the event, the allowable maximum advance for such meal(s) shall be deducted from the total otherwise allowable amount advanced for all meals associated with the overnight travel.

ARTICLE 20 - WORKER'S COMPENSATION

Section 20.1 Worker's Compensation. The City shall pay the employee's share of the Worker's Compensation premium.

ARTICLE 21 - ACTING IN CAPACITY

Section 21.1 Acting in Capacity. In the event an employee is designated by the City as acting in the capacity of a Department Head for more than five (5) days of continuous duty he shall receive a five percent (5%) adjustment to his base pay. The increase shall be computed and applied on an hourly basis and retroactive to the first day of the assignment.

ARTICLE 22 – SENIORITY

Section 22.1 Definition. Seniority shall be an employee's length of continuous service within the bargaining unit since his last date of hire and within classification based on date of appointment.

Section 22.2 Loss of Seniority. Seniority and the employment relationship shall be broken or terminated if an employee:

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

Seniority shall not accrue during unpaid leaves and layoffs.

Section 22.3 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) months which may be extended to eighteen (18) months upon mutual agreement of the City and the Union, after which he shall be granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. Termination of a probationary employee shall not be subject to the grievance procedure under Article 17.

Section 22.4 Promotional Probationary Period. Regular employees promoted into a higher classification in their department shall serve a promotional probationary period of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to his previous position. Such demotion shall not be subject to the grievance procedure and is not disciplinary in nature.

Section 22.5 Promotional Opportunities. It is the intent of this Agreement that promotional opportunities shall be extended to employees in their department in the bargaining unit, provided such employees are qualified to perform the work in question. To this end, promotional opportunities shall be posted for five (5) working days before a job is filled by a new employee. The City shall give preference to current employees who are qualified and apply for such job openings. The City shall be the judge of an employee's qualification and ability. In the event two (2) or more applicants for a job opening are equally qualified, seniority shall govern. This section does not apply to any positions outside of the bargaining unit.

ARTICLE 23 – LAYOFFS

Section 23.1 Notice. In the event it becomes necessary to affect a reduction in the workforce, the City shall notify affected employees in writing at least ten (10) working days in advance of the effective date of their layoff.

Section 23.2 Order of Layoff. While the City reserves the right to determine which positions to eliminate, employees shall be laid off on the basis of seniority, with the least senior employee(s) in a classification being displaced before more senior employee(s).

Section 23.3 Bumping. Employees who have received notice of layoff shall have the right to bump into another classification provided that the bumping employee possesses the necessary qualifications as determined by the City. In no case shall an employee be eligible to bump into a higher classification unless the position is vacant and not subject to bumping by a more senior employee within the classification. An employee exercising the right to bump shall displace the least senior employee in the classification. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which their salary shall be adjusted to the step in the new range closest to their former salary.

Section 23.4 Recall. Those employees left with no job to bump into shall be laid off from employment and shall be eligible for recall to their classification for a period of thirteen (13) months without loss of seniority. Employees on the recall list shall be responsible for keeping the City notified of their mailing address. Recall shall be on the basis of seniority with senior employees being recalled before junior employees and before any new hires or transfers, provided the employee possesses the qualifications for the position as determined by the City.

Section 23.5 Layoff Rights. Employees on layoff status shall have the same rights as other employees in applying for any openings which may occur within the bargaining unit, however, by accepting another position an employee shall forfeit recall rights to their former classifications.

ARTICLE 24 - DISCIPLINARY PROCESS

Section 24.1 Discipline. No employee shall be disciplined or discharged except for just cause. Discipline will normally be progressive. If a violation of a City policy or work practice is of serious enough nature, an employee may be discharged without prior disciplinary warnings. Oral warnings, counseling or other oral communication are considered discipline but are not subject to the grievance procedure and will not be placed in the employee's personnel file.

Section 24.2 Union Representation. Employees being questioned or interviewed where discipline is involved shall be entitled to Union representation upon request.

Section 24.3 Due Process. In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

1. The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;
2. The employee shall be notified, in writing, of the disciplinary sanctions being considered;
3. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
4. At his request, the employee will be entitled to Union representation at the informal hearing.

Section 24.4 Just Cause Standard. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

1. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
3. A reasonable investigation must be conducted;
4. It must be determined that the employee is guilty of the alleged misconduct or act;
5. The discipline must be appropriate based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operations;
6. The employee's past employment record shall be considered, if appropriate based upon the severity of the act.

Section 24.5 Non-Embarrassment. If the City has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 24.6 Documentation. All documentation of discipline will be placed in an employee's personnel file. Documentation consists of memoranda of:

1. Written warnings or reprimand
2. Suspensions
3. Demotions
4. Termination

ARTICLE 25 - PERSONNEL FILES

Section 25.1 Viewing of Files. Any employee, upon request, and at a mutually agreeable time with the records officer, shall have accompanied access to his personnel files with the records officer. Any employee may request the City to reproduce his personnel file in part or in full for individual use, and such reproduction will be accomplished as soon as practicable. Viewing and copying requests may not be made more than two (2) times per calendar year.

Section 25.2 Employee Signature/Response/Removal. Each employee shall be given the opportunity to read and sign any written evaluations or disciplinary memoranda placed in the personnel file. Employees shall have the right to respond in writing to this material and such response shall be attached thereto. Documentation of discipline shall be removed from an employee's personnel file upon written request by the employee providing no subsequent disciplinary actions of the same, or similar, nature have taken place during the period(s) as follows:

1. Written Reprimand - 24 months
2. Suspension of three (3) days or less - 48 months
3. Suspension of four (4) or more days - 60 months

Section 25.3 Pre-Employment Materials. All materials resulting from the pre-employment background investigation will not be subject to the above provisions and will not be utilized for disciplinary actions. In the event an employee falsifies his employment application in any way, such materials may be used in a disciplinary action against him.

ARTICLE 26 - EDUCATIONAL OPPORTUNITIES

Section 26.1 Tuition Reimbursement. The City may reimburse an employee for the cost of tuition, tuition-related fees, and 50% of the cost of books for courses related to the employee's work and conducted outside the employee's regular work hours, provided that:

1. Funds for such expenditures are available in the current budget.
2. The employee has made application for approval of the course and tuition reimbursement to the City Administrator.
3. The employee submits evidence of satisfactory completion of the course; and
4. The employee is not receiving reimbursement for tuition from any other source.

Section 26.2 City Approved Time Off for Courses. Courses which are only offered during regular working hours may be approved by the City Administrator provided time off can be arranged conveniently and reasonable arrangements can be made to make up time off.

Section 26.3 City Assigned Training/Schools. The City shall allow time off with pay and shall reimburse an employee for the expenses of attending classes, lectures, conferences or conventions when attendance is on an assignment basis with prior approval of the City.

ARTICLE 27 - ORDERS AND MANUALS

Section 27.1 General/Special Orders. The City will furnish all employees with copies of all appropriate general and special orders issued by the City pertaining to wages, hours, conditions of employment, and assignment of duties.

Section 27.2 City Personnel Manual. The City agrees to furnish each employee with a copy of the City Personnel Manual and access to other Department Policy Manuals.

ARTICLE 28 - JOB DESCRIPTIONS

Section 28.1 City Preparation. Job descriptions shall be prepared by the City and forwarded to the Union. Such job descriptions shall describe the key performance areas of the employees within each classification in the bargaining unit and shall include such other duties as may be assigned by the City to perform the job effectively.

Section 28.2 Employee/Union Copies. Employees within the bargaining unit shall be furnished with their respective job descriptions. Any changes or revisions in the key performance areas described therein shall be furnished to the Union and the employees affected by the changes or revisions within thirty (30) days of the revision or change.

ARTICLE 29 – RETIREMENT

Section 29.1 PERS. The City will continue to participate in the Oregon Public Employees' Retirement System (PERS) or its successor as determined by the State of Oregon. The employee's contribution (currently six percent (6%)) to the system will be paid by the employee. Upon retirement, fifty percent (50%) of a retiring employee's accrued sick leave may be folded into PERS, at the employee's option, in accordance with PERS rules, so long as such action is revenue neutral to the City.

Section 29.2 Employee Contribution. The employee six percent (6%) is deemed "picked up" for purposes of 26 USC 414 (h)(2). Employees shall not have the option of receiving the money directly and making the contribution and the employee's reported salary on the W-2 form for tax purposes shall be reduced by the amount of the employee's contribution.

ARTICLE 30 - TERM OF AGREEMENT

Section 30.1 Term. This Agreement shall be effective on its date of execution and shall be binding upon the City, the Union and its members and shall remain in force and effect through June 30, 2023. This Contract shall automatically renew under the same terms and conditions for a successor one (1) year term unless written notice of intent to bargain a successor contract is delivered by the opening party to the other on or before December 31, 2022. The current contract will remain in effect until a new agreement is negotiated.

ARTICLE 31 - SAVINGS CLAUSE

Section 31.1 Savings Clause. Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 32 - AFFIRMATIVE ACTION

Section 32.1 Affirmative Action. It is agreed that the Union and the City will not discriminate in employment relations against any employee because of sex, race, age, national origin, marital status, handicap, religion or political affiliation unless based upon a bona fide occupational requirement.

ARTICLE 33 - LIABILITY INSURANCE

Section 33.1 Liability Insurance. The City shall continue to cover employees during the life of the contract with no less liability protection than is currently in effect.

ARTICLE 34 - WORK EQUIPMENT REIMBURSEMENT

Section 34.1 Work Equipment Reimbursement. The City shall reimburse employees for personal property stolen, damaged or destroyed in customary and usual amounts, when in the City's judgement such loss is the direct result of the employee's performance of his official duties; however, reimbursement may not be granted if the employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, or destruction. The final decision whether to reimburse the employee and the amount of such reimbursement will rest with the City. Only those items that have a direct use or application in the employee's performance for assigned job duties will be considered for reimbursement.

ARTICLE 35 - USE OF ALCOHOL AND DRUGS

Section 35.1 Drug and Alcohol Policy. The drug and alcohol policy contained in this Agreement, attached hereto as Appendix "B" and incorporated by this reference herein, shall not be unilaterally changed without notice and impact bargaining.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same by their officers and agents as duly authorized on this _____ day of _____ 2020.

CITY OF SHADY COVE:

TEAMSTERS LOCAL #223:

Tom Corrigan, City Administrator

Leslie Sloy, Secretary Treasurer

APPENDIX "A"
SALARY SCHEDULE
 Effective July 1, 2020 (reflects a 2.5% wage increase)

Classification	Step A	Step B	Step C	Step D	Step E
City Recorder	3027	3179	3338	3505	3680
Administrative Assistant	3027	3179	3338	3505	3680
Planning Technician	3863	4056	4259	4472	4696
Accounting Technician	3863	4056	4259	4472	4696
Public Works Maint. III	3170	3329	3495	3670	3853
Public Works Maint. II	2880	3024	3176	3334	3501
Public Works Maint. I	2618	2749	2886	3031	3182
Office Clerk	2141	2248	2360	2478	2602

Wage adjustments shall be made at step "A" of the salary schedule maintaining five percent (5%) between steps.

Effective July 1, 2020, or upon execution, whichever is later, the Salary Schedule shall be increased by 2.5%. (*See above.)

Effective July 1, 2021, the Salary Schedule shall be increased by a percentage equal to the Annual 12-month percent change to the West Region size class B/C CPI-U index during the previous year, with a minimum of 1.5% and a maximum of 4%.

Effective July 1, 2022, the Salary Schedule shall be increased by a percentage equal to the Annual 12-month percent change to the West Region size class B/C CPI-U index during the previous year, with a minimum of 1.5% and a maximum of 4%.

APPENDIX "B"
Alcohol and Drugs Usage-Protocols

A. Statement of Principle.

The City and the Union jointly recognize that the use of drugs and alcohol, whether on or off the job which adversely affects job performance, may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the City.

B. Definitions.

1. **Drugs and Alcohol:** For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance lawfully prescribed for the employee's use.
2. **Drug and Alcohol Test:** The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
3. **Reasonable Suspicion:** Specific factual and articulable observations by a member of City Management concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists.
4. **Under the Influence:** An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .04%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual's ability to safely and efficiently perform assigned work.

C. Prohibited Conduct.

Except as authorized by City policy for job-related reasons, the following conduct is strictly prohibited and may subject an employee to immediate discipline:

1. The unlawful buying, selling, transporting, possession, providing or use of intoxicants or any controlled substances while on duty or conviction for same.
2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in the employee's body which may impair the employee's ability to safely and efficiently perform assigned work (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Section K of this Article).

3. In the event the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his supervisor as to the amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.
4. Failure to report use of prescribed medications or controlled substances as defined in Section K.
5. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

D. Preconditions to Drug and Alcohol Testing.

Before any employee may be tested for drugs or alcohol, the City shall select an NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing.

1. Random testing of any kind is prohibited.
2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.
3. The City may test for those drugs or alcohol for which it has reasonable suspicion that an employee may have consumed.

F. Testing Mechanisms.

The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Bargaining Unit.

1. Any urine screening shall be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Union and the City.
2. Alcohol testing shall be conducted through the analysis of breath or blood using scientifically accepted technology. If the test for alcohol is required and it is a non-accident situation, the test shall be an intoxilyzer unless the employee requests a blood test. If the test is the result of an alcohol related accident involving property damage or injury, the City will determine what test(s) (limited to intoxilyzer or blood test) are to be conducted.

G. Procedures to be Used When the Urine Sample is Given.

The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. A form for this purpose will be supplied by the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
4. The sample will first be tested using the screening procedure set forth in Section F of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.
6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures Used When the Blood Sample is Given.

The following procedure shall be used whenever an employee is requested to blood sample:

1. The employee will be transported as soon as possible to the City's physician's office during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other portion will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
3. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within 24 hours after the City learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his own expense, of having the

untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.

4. Each step in the collection and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Procedures Used When an Intoxilyzer Test is Administered.

The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of his blood:

1. The employee will be transported to the facility where the test will be conducted.
2. The intoxilyzer shall be properly certified by the State of Oregon as required by law.
3. The operator shall be currently certified by the State of Oregon to operate the intoxilyzer.
4. The operator shall conduct the test in the same manner as mandated by State Law in DUII cases.

J. Consequences of Positive Results.

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to drug or alcohol counseling. An employee's participation in drug and alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
2. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of the agreed to treatment or again tests positive during such a period, he shall be subject to discipline, which may include discharge.

K. Prescribed Medications.

An employee utilizing any prescribed medications or controlled substances that may affect his ability to safely perform assigned duties must immediately report this treatment to his supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

L. Searches.

For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request that

a Union representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

M. Interference With Policy.

Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following: tainting, tampering, or substitution of blood or urine samples, falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or failure to cooperate with any searches.

N. Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with Article 17 of this Agreement.
5. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

Shady Cove City Charter



Prepared for the City of Shady Cove, Oregon
Shady Cove Charter Revision Committee

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PREAMBLE

~~We, the voters of _____, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.~~
We, the people of the City of Shady Cove, Oregon, in order to avail ourselves of self-determination in municipal affairs to the fullest extent now or hereafter possible under the constitutions and laws of the United States and the State of Oregon, enact this charter to confer upon the City the following powers, subject it to the following restrictions, prescribe for it the following procedures and governmental structure, and repeal all previous charter provisions of the City.

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Section I NAMES AND BOUNDARIES

Section 1.1. Titles. This charter may be referred to as the 2020 Shady Cove Charter.

Section 1.2. Names. The City of Shady Cove, Oregon, continues as a municipal corporation with the name City of Shady Cove.

Section 1.3. Boundaries. The City includes all territory within its boundaries as they now exist or are legally modified. The City will maintain as a public record an accurate and current description of the boundaries.

Section II POWERS

Section 2.1. Powers. The City has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the City, as fully as though this charter specifically enumerated each of those powers.

Section 2.2. Construction. The charter will be liberally construed so that the City may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to City voters. This charter vests all other City powers in the Council except as the charter otherwise provides. The Council has legislative, administrative and quasi-judicial authority. The Council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The Council may not delegate its authority to adopt ordinances.

Section III COUNCIL

Section 3.1. Council. The Council consists of a Mayor and ~~six~~ four Councilors nominated and elected from the City at large, ~~or in case of one or more vacancies in the Council, members who are still in office shall constitute the Council.~~

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Section 3.2. Mayor. The Mayor presides over and facilitates Council meetings, preserves order, enforces Council rules, and determines the order of business under Council rules. The Mayor is a voting member of the Council and has no veto authority.

- a) With the consent of Council, the Mayor appoints members of commissions and committees established by ordinance or resolution.
- b) The Mayor must sign all records of Council decisions.
- c) The Mayor serves as the political head of the City government.

Section 3.3. Council President. At its first meeting each year, the Council must elect a president from its membership. The president presides in the absence of the Mayor and acts as Mayor when the Mayor is unable to perform duties

Section 3.4. Rules. The Council must by resolution adopt rules to govern its meetings.

Section 3.5. Meetings. The Council must meet at least once a month at a time and place designated by its rules and may meet at other times in accordance with the rules and laws of the state of Oregon. The Mayor upon his/her own motion may, or at the request of three Councilors, or the City Administrator, shall, by giving notice thereto all members of the Council then in the City, call a special meeting of the Council.

Section 3.6. Quorum. A majority of the Council members is a quorum to conduct business. In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by Council rules.

Section 3.7. Vote Required. The express approval of a majority of a quorum of the Council is necessary for any Council decision, except when this charter requires approval by a majority of the Council.

Section 3.8. Record. ~~A record of Council meetings must be kept in a manner prescribed by the Council rules and the~~ A record of Council proceedings shall be kept and authenticated in a manner prescribed by the Council. The yes or no upon any question before the Council shall be taken, and a record of the vote reflected in the record. The same record of votes shall be added to all ordinances and resolutions by individual names of the members and follow the laws of the state of Oregon.

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Section 3.9. Proceedings to be Public. No action by the Council shall have legal affect unless the motion for the action and the vote by which it is disposed of takes place at proceedings open to the public, and all within the provision of the Oregon Open Meetings Law.

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Section IV LEGISLATIVE AUTHORITY

Section 4.1. Ordinances. The Council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Shady Cove ordains as follows:”.

a) In case of adoption or ratification by the voters of the City, the enacting clause of the ordinance must state: "The people of the City of Shady Cove ordain as follows:"

Section 4.2. Ordinance Adoption.

- a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the Council at two meetings.
- b) The Council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the Council, provided the proposed ordinance is available in writing to the public at least ~~one week~~ 72 hours before the meeting.
- c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the Council adopts the ordinance at that meeting.
- d) After the adoption of an ordinance, the vote of each member must be entered into the Council minutes.
- e) After adoption of an ordinance, the City custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 4.3. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

**Section V
ADMINISTRATIVE AUTHORITY**

Section 5.1. Resolutions. The Council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Shady Cove resolves as follows:"

Section 5.2. Resolution Approval.

- a) Approval of a resolution or any other Council administrative decision requires approval by the Council at one meeting.
- b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the Council adopts the resolution at that meeting.
- c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the Council minutes.
- d) After approval of a resolution, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

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Section 5.3. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Section VI
QUASI-JUDICIAL AUTHORITY

Section 6.1. Orders. The Council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Shady Cove orders as follows:"

Section 6.2. Order Approval.

- a) Approval of an order or any other Council quasi-judicial decision requires approval by the Council at one meeting.
- b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the Council adopts the order.
- c) After approval of an order or other Council quasi-judicial decision, the vote of each member must be entered in the Council minutes.
- d) After approval of an order, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 6.3. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Section VII
ELECTIONS

Section 7.1. Councilors. The term of a Councilor in office when this charter is adopted is the term for which the Councilor was elected. At each general election after the adoption, ~~three~~ two Councilors will be elected for four-year terms.

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Section 7.2. Mayor. The term of the Mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every other general election after the adoption, a Mayor will be elected for a four-year term.

Section 7.3. State Law. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for City offices must be nonpartisan.

Section 7.4. Qualifications.

- a) The Mayor and each Councilor must be a qualified elector under state law, and reside within the City for at least one year immediately before election or appointment to office.
 - b) No person may be a candidate at a single election for more than one City office.
-

- c) Neither the Mayor nor a Councilor may be employed by the City.
- d) The Council is the final judge of the election and qualifications of its members.

~~e) All Council applicants must submit to a background check.~~

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Section 7.5. Nominations. The Council must adopt an ordinance prescribing the manner for a person to be nominated to run for Mayor or a City Councilor position. ~~Nomination shall be by petition specifying the position sought in a form prescribed by the Council. Such petition shall be signed by not fewer than 20 electors. All elections shall conform to applicable state law.~~

Section 7.6. Terms. The term of an officer elected at a general election begins at the first Council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 7.7. Oath. The Mayor and each Councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States, ~~and Oregon~~ and City of Shady Cove.

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Section 7.8. Vacancies. The Mayor or a Council office becomes vacant:

- a) Upon the incumbent's:
 - 1) Death;
 - 2) Adjudicated incompetence; or
 - 3) Recall from the office.
- b) Upon declaration by the Council after the incumbent's:
 - 1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
 - 2) Absence from the City for 30 days without Council ~~consent notification~~, or from all Council meetings within a ~~60~~ 45-day period;
 - 3) Ceasing to reside in the City;
 - 4) Ceasing to be a qualified elector under state law;
 - 5) Conviction of a misdemeanor or felony crime;
 - 6) Resignation from the office; or
 - 7) Removal under Section 8.1(j).

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Section 7.9. Filling Vacancies. A Mayor or Councilor vacancy will be filled by appointment by a

majority of the remaining Council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office. If a disability prevents a Council member from attending Council meetings or a member is absent from the City, a majority of the Council may appoint a Councilor pro tem.

Section 7.10. In the event of a tie vote for candidates for an elective office, the office shall be declared vacant and set for election at the next general election date.

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Section VIII APPOINTIVE OFFICERS

Section 8.1. City Manager Administrator.

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a) The office of City ~~manager Administrator~~ is established as the administrative head of the City government.⁵¹ The City ~~manager Administrator~~ is responsible to the Mayor and Council for the proper administration of all City business. The City ~~manager Administrator~~ will assist the Mayor and Council in the development of City policies, and carry out policies established by ordinances and resolutions.

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b) A majority of the Council must appoint and may remove the ~~manager City Administrator~~. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

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c) The ~~manager City Administrator~~ need not reside in the City.

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d) The ~~manager City Administrator~~ may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the Council. The Council must fill the office by appointment as soon as practicable after the vacancy occurs.

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~~e) Upon accepting the appointment, the Administrator shall furnish the City a bond in an amount and a surety approved by the Council. The City shall pay the bond premium.~~

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e)f) The ~~manager City Administrator~~ must:

- 1) Attend all Council meetings unless excused by the Mayor or Council;
- 2) Make reports and recommendations to the Mayor and Council about the needs of the City;
- 3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits and other City decisions;
- 4) Appoint, supervise and remove City employees;
- 5) Organize City departments and administrative structure;
- 6) Prepare and administer the annual City budget;

- 7) Administer City utilities and property;
- 8) Encourage and support regional and intergovernmental cooperation;
- 9) Promote cooperation among the Council, staff and citizens in developing City policies and building a sense of community;
- 10) Perform other duties as directed by the Council; and
- 11) Delegate duties, but remain responsible for actions of all subordinates.

~~f)g) The manager City Administrator has no authority over the Council or over the judicial functions of the municipal judge.~~

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~~g)h) The manager City Administrator and other employees designated by the Council may sit at Council meetings but have no vote. The manager City Administrator may take part in all Council discussions.~~

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~~h)i) When the manager City Administrator is temporarily disabled from acting as manager City Administrator or when the office of the manager City Administrator becomes vacant, the Council must appoint a manager Administrator pro tem. The manager Administrator pro tem has the authority and duties of manager City Administrator, except that a pro tem manager Administrator may appoint or remove employees only with Council approval.~~

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~~i)j) No Council member may directly or indirectly attempt to coerce the manager City Administrator or a candidate for the office of manager City Administrator in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the Council after a public hearing. In Council meetings, Councilors may discuss or suggest anything with the manager City Administrator relating to City business.~~

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Section 8.2. City Attorney. The office of City attorney is established as the chief legal officer of the City government. A majority of the Council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the City attorney's office.

Section 8.3. Municipal Court and Judge.

- a) A majority of the Council may appoint and remove a municipal judge. A municipal judge will hold court in the City at such place as the Council directs. The court will be known as the Municipal Court.
- b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.
- c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court.

- d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance.
- e) The municipal judge may:
 - 1) Render judgments and impose sanctions on persons and property;
 - 2) Order the arrest of anyone accused of an offense against the City;
 - 3) Commit to jail or admit to bail anyone accused of a City offense;
 - 4) Issue and compel obedience to subpoenas;
 - 5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
 - 6) Penalize contempt of court;
 - 7) Issue processes necessary to enforce judgments and orders of the court;
 - 8) Issue search warrants; and
 - 9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- f) The Council may appoint and may remove municipal judges pro tem.
- g) The Council may transfer some or all of the functions of the municipal court to an appropriate state court.

**Section IX
PERSONNEL**

Section 9.1. Compensation. ~~The Council must authorize the compensation of City officers and employees as part of its approval of the annual City budget. Neither the Mayor nor any Councilor may receive compensation for service in their capacity. The Council shall prescribe the compensation for all City officers. The Council may prescribe a plan for reimbursing City personnel, including Mayor and any Councilor, for expenses that they incur in serving the City.~~

Section 9.2. Merit Systems. The Council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of City employees based on merit and fitness.

Section X

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PUBLIC IMPROVEMENTS

Section 10.1. Procedure. ~~The Council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance. The procedure for making, altering, vacating or abandoning a public improvement shall be governed by general ordinance, or to the extent not so governed, by the applicable general laws of the State of Oregon. Action in any proposed public improvement, except an improvement unanimously declared by the Council to be an emergency, shall be suspended for six months upon a remonstrance by the legal owner. Any action declared as an emergency must state the exact harm to the City if the improvement is not made.~~

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Section 10.2. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Section XI MISCELLANEOUS PROVISIONS

Section 11.1. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize City indebtedness. ~~A City officer or employee who creates or officially approved indebtedness in excess of this limitation is jointly and severally liable for the excess.~~

Section 11.2. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 11.3. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 11.4. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 11.5. Bidding procedures shall follow the laws of the City of Shady Cove and Oregon State law.

Section 11.56. Time of Effect. This charter takes effect **January 1, 2021**.

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