

Council Business Meeting

September 1, 2020

Agenda Item	Adoption of a Resolution No. 2020-18 Clarifying Certain Conditions of Employment for Management and Confidential Employees of the City and Repealing Resolution No. 2019-18	
From	Dave Lohman Tina Gray	City Attorney Human Resource Director
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SUMMARY

The Management and Confidential Employees Resolution needs to be updated to reflect that no cost of living adjustment (COLA) was applied to wages July 1, 2020 for non-represented employees of the City. Consistent with recent bargaining agreement with two of the City's five union groups, the non-represented employees will increase their contribution toward healthcare progressively from 5 to 7.5 percent on January 1, 2021, and again from 7.5 to 10 percent on July 1, 2021. Changes to employee cost-share are reflected in Resolution No. 2020-18 and need to be formally adopted by the Council.

As prescribed by the City Charter, the Elected Municipal Judge and City Recorder receive the average of the increase granted to other management positions of the City. This year a few management employees had step increases during the year resulting in an average increase of .75 percent. As the City Recorder declined the increase, the salary for the Municipal Judge will increase by .75 percent retroactive to July 1, 2020.

POLICIES, PLANS & GOALS SUPPORTED

N/A

PREVIOUS COUNCIL ACTION

The City Council approved Resolution No. 2019-18 at their [Regular Business Meeting](#) held on June 4, 2019.

BACKGROUND AND ADDITIONAL INFORMATION

A collective bargaining group does not represent management and Confidential employees at the City. Conditions of employment, including salary and benefits for the non-represented employees, are adopted by resolution by the City Council. City staff usually bring recommendations to the Council annually regarding adjustments to the conditions of employment for Management and Confidential employees. This year staff waited to bring any changes to the Council until negotiations were complete with two bargaining units with open contracts.

Typically, a COLA is applied at the beginning of a new fiscal year to support the City's goal of recruiting and retaining highly-qualified staff. COLA's recognize the impact inflation has on the purchasing power of wages, particularly for employees who have reached the top step in their salary range and have no expectation of future salary increases. Due to the financial impacts of COVID-19, a decision was made not to grant the non-represented employees of the City a Cost of Living Adjustment (COLA) in July 2020.

The City recently negotiated an increase in the cost-share on health benefits with the IBEW Clerical/Technical and Electrical Unions with the intent of implementing the same arrangement with non-represented employees with the objective of making this contribution level consistent across all employee bargaining groups over time.

FISCAL IMPACTS

The Fiscal Year 2020 budget included a COLA of two percent for non-represented staff. Due to the financial impact of COVID-19, a COLA was not granted this fiscal year. The resulting savings for the non-represented employees over the two percent included in the budget is \$169,472. The City will also implement a new cost-share arrangement with the non-represented employees. Effective January 1, 2021, employees will increase their share of the monthly health premium from 5 to 7.5 percent, and July 1, 2021, that will increase to 10 percent for healthcare. The savings this fiscal year for the change to the employee cost-share will be \$95,288.

Total savings generated by the changes contained in Resolution No. 2020-18 for the fiscal year (wage freeze and increased employee cost-share on health benefits) equals \$264,760 with approximately 50% of this savings in the General Fund

STAFF RECOMMENDATION

Staff recommends that the Council approve the Resolution No. 2020-18 clarifying certain conditions of employment for management and confidential employees of the City for the fiscal year 2020-2021, repealing Resolution No. 2019-18.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move approval of Resolution No. 2020-18 clarifying certain conditions of employment for management and confidential employees of the City for the fiscal year 2020-2021, repealing Resolution No. 2019-18.
2. I recommend delaying approval of the Resolution No. 2020-18 clarifying certain conditions of employment for management and confidential employees pending additional information.

REFERENCES & ATTACHMENTS

Attachment 1: Resolution No. 2020-18 Clarifying Certain Conditions of Employment for Management and Confidential Employees with changes highlighted for ease of review

RESOLUTION NO. 2020-18
A RESOLUTION OF THE CITY OF ASHLAND CLARIFYING CERTAIN
CONDITIONS OF EMPLOYMENT FOR MANAGEMENT AND CONFIDENTIAL
EMPLOYEES AND REPEALING RESOLUTION NO. 2019-18.

Recitals:

A. The City of Ashland has negotiated collective bargaining agreements with all employees who are members of labor unions;

B. The management and confidential employees of the City are not members of a labor organization established for the purpose of collectively negotiating the terms and conditions of their employment; and

C. It is in the best interest of the City and efficient and effective government to clearly set forth the City's expectations for the performance of its management and confidential employees;

The mayor and council resolve as follows:

1. Scope of Resolution. This 2020 resolution shall apply to all management and confidential employees of the City of Ashland as set forth in Appendix "A", dated July 2020. This resolution does not apply to any employee who is a member of any collective bargaining unit.

2. Definitions.

2.1. Confidential employee. As defined in ORS 243.650(6), a confidential employee is one who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining. Confidential employees are paid hourly for work performed, and they are subject to payment for overtime according to the Fair Labor Standards Act. Confidential employee includes those classifications in Appendix "A" under "Confidential."

2.2. Department Head. A person directly responsible to the City Administrator, Mayor or City Council for the administration of a department. Department heads are exempt from overtime payment. Department heads include those Management classifications in Appendix "A" under "Executive Management".

2.3 Exempt Supervisor. A person directly responsible to a Department Head or the City Administrator for the operational functions of a city department or division. Exempt

1 supervisors do not qualify for payment of overtime on the basis of job duties, salary, or
2 other exemptions under the Fair Labor Standards Act (FLSA). Division supervisors
3 include those Management classifications in Appendix "A" under "division supervisors."

4 2.4 Non-Exempt Supervisor. A person reporting to a division supervisor or
5 Department Head who may receive overtime payment for work outside their normal
6 scope and duties. Non-Exempt supervisory positions require autonomy, independent
7 decision making, planning, and may provide supervision to other personnel.

8 2.5 Employee. A person in any of the classifications listed in Appendix "A" who
9 works for the City full-time or part-time in a regular or temporary position and who is not
10 performing work as a principal, employee, or agent of an independent contractor.

11 2.6 Management or Manager. Those classifications included in Appendix "A" under
12 the title "Executive Management" including Department Heads and some Exempt
13 Supervisors.

14 2.7 Probationary Employee. A person appointed to a regular position but who has not
15 completed a probationary period during which the employee is required to demonstrate
16 fitness for the position by actual performance of the duties of the position.

17 2.8 Regular Position/Regular Employee. A regular position is one with an ongoing
18 defined or recurring work schedule and is not a temporary position. A regular employee
19 is a person with hired by the City to fill a regular position.

20 2.9 Supervisor. Any person responsible to a higher divisional or departmental level
21 authority who directs the work of others and who is not in a collective bargaining unit.

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

24 3.1. To clearly establish which classifications in the City service are management or
25 confidential.

26 3.2. To clearly set forth the functions of management and to establish criteria for the
27 evaluation of managerial performance.

28 3.3. To establish the personnel policies governing the conditions of employment of
29 management and confidential employees.
30

1 **4. Managerial Performance.**

2 4.1. Goal Setting. Overall goals for the City of Ashland are set by the Mayor and City
3 Council. Operational goals and short- range objectives are set by the City Administrator
4 working with department heads. Resources for achieving all goals and objectives are
5 provided via the annual budget.

6 4.2. Managerial Responsibilities. Each of the City's managers at a minimum have the
7 following responsibilities:

8 4.2.1. Complete tasks and assigned work properly and on time,

9 4.2.2. Maintain a safe and healthy work environment,

10 4.2.3. Encourage team work, and foster cooperation, collaboration and
11 communication among employees and departments,

12 4.2.4. Develop employee skills; both technical and interpersonal,

13 4.2.5. Keep accurate records and reports, and

14 4.2.6. Actively promote equity, diversity and inclusion at all levels of the
15 organization.

16 4.3. General Expectations Regarding Management Employees. In addition to the
17 managerial responsibilities mentioned above, there are also these general City
18 expectations of its managers.

19 4.3.1. Job Commitment. All management employees are expected to have a high
20 degree of commitment to the City of Ashland and to their jobs. When a new
21 manager is hired, the City expects a commitment of continued service of at least
22 three years unless unforeseen circumstances warrant earlier resignation or
23 termination.

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

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

1 4.3.2. Professionalism. Management employees are expected to maintain the
2 standards of their individual profession. This includes remaining current with new
3 developments, maintaining memberships in professional societies, and attending
4 meetings with professionals in their field. Where professionals have codes of
5 ethics or standards of performance, these should also be followed in the managers
6 work for the City of Ashland.

7 4.3.3. Termination. If at any time an exempt, or supervisory employee's
8 performance is deemed unacceptable, the City Administrator or appropriate
9 department head may ask for the employee's resignation. In most cases,
10 reasonable time will be given to the employee to find other suitable employment.
11 Depending on overall circumstances, the City, in its sole discretion, may or may
12 not provide severance pay in the event of resignation or involuntary termination.

13 4.3.4. Residency. Residency within the Urban Growth Boundary is strongly
14 encouraged for the City Administrator and for department heads. Existing City
15 employees promoted into the position of Department Head will not be required to
16 move as a result of a promotion, but are strongly encouraged to move within the
17 Urban Growth Boundary once appointed as a Department Head.
18 Management employees within following job classifications shall establish their
19 residences so as to enable them to report for emergency duty within 40 minutes of
20 notification, including "get ready" and travel time:

21 Public Works Superintendent

22 Street Supervisor

23 Wastewater and Reuse Supervisor

24 Water Quality and Distribution Supervisor

25 Water Treatment Plant Supervisor

26 Electric Operations Superintendent

27 Fire Division Chief (Forestry, Fire and Life Safety) Divisions)

28 Deputy Police Chief

29 Police Lieutenant

30 Police Sergeant

Computer Services Manager

1 AFN Operations Manager
2 Network Administrator
3 Senior Information Systems Analyst
4 Maintenance and Safety Supervisor

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

9 4.4. Essential Management Functions. The following are the essential functions of all
10 City management positions and the expected standards for their performance:

11 4.4.1. Planning. Anticipates future needs and makes plans for meeting them;
12 recognizes potential problems and develops strategies for averting or resolving
13 them; makes long- and short-range plans to accomplish City and departmental
14 goals.

15 4.4.2. Organizing. Efficiently and economically organizes and carries out
16 assigned operations; carries out responsibilities in a sound and logical manner;
17 operates the unit smoothly and in a well-organized manner; effectively delegates
18 authority and establishes appropriate work rules.

19 4.4.3. Coordinating. Coordinates all activities related to work objectives;
20 maintains coordination and cooperation with other departments and divisions;
21 maintains good communication with employees, and empowers employees to
22 make significant contributions to the accomplishment of objectives.

23 4.4.4. Leadership Motivation. Creates a climate providing challenge and
24 motivation to employees.

25 4.4.5. Decision Making/Problem Solving. Analyzes situations and problems,
26 weighs the pros and cons of alternative solutions, exercises logical thinking and
27 good judgment, is creative, and is able to make timely decisions.

28 4.4.6. Employee Relations. Equitably adjusts grievances among subordinate
29 employees, properly administers union agreements, and administers discipline in
30 a fair, equitable and progressive manner; trains and develops subordinate
employees.

1
2 4.4.7. Public Relations. Maintains a high level of contact with the public,
3 maintains a sensitivity to the public's needs, and meets the needs of the public
4 within available resources. Develops proactive communication strategies and
5 actions.

6 4.4.8. Budgeting. Prepares operational and capital budgets to meet the goals of
7 the City Council, and expends funds within adopted budgeted limits.

8 4.4.9. Safety. Maintains a safe, clean, effective work environment, and supports
9 the City's overall safety program.

10 4.4.10. Self-Development. Stays current with new ideas, technology and
11 procedures in the manager's field of responsibility.

12 4.4.11. Affirmative Action. Actively supports and implements Affirmative Action
13 within the manager's area of responsibility, including the hiring and promotion
14 of women, minorities, and the disabled. Is sensitive to sexual harassment in the
15 workplace and understands and enforces the City's Harassment and Non-
16 discrimination policy within area of responsibility.

17 4.4.12. Adherence to City Policies. Ensures that work activities are performed in
18 conformance with requirements of the Ashland Municipal Code and adopted
19 administrative policies.

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

22 New Year's Day (January 1)

23 Martin Luther King Day (3rd Monday in January)

24 President's Day (3rd Monday in February)

25 Memorial Day (last Monday in May)

26 Independence Day (July 4)

27 Labor Day (1st Monday in September)

28 Veteran's Day (November 11)

29 Thanksgiving Day (4th Thursday in November)

30 Day after Thanksgiving (in lieu of Lincoln's birthday)

Christmas Day (December 25)

1 5.1. Police Sergeants shall receive paid compensation in addition to regular
2 salary for each of the holidays listed above, in lieu of time off consistent with
3 what is afforded other law enforcement officers of the City of Ashland. This shall
4 be paid on the first payday in December of each year. Newly-hired Police
5 Sergeants shall receive this paid compensation pro-rated from the date of hire. In
6 the event that a Sergeant terminates employment for any reason, he or she will
7 receive pay only for the holidays which have elapsed that calendar year. If more
8 holidays have been taken as time off than have actually occurred at the time of
9 termination, those hours overpaid will be deducted from the employee's final
10 paycheck unless other arrangements are made to repay the City.

11 5.2. If an employee is on authorized vacation or other leave with pay when a
12 holiday occurs, such holiday shall not be charged against such leave.

13 5.3 Employees working an alternate work schedule will receive compensation
14 for 8 hours. Employees working four 10-hour days will receive (8) hours
15 compensation for any holiday that falls on their regular work day. Employees
16 may use accrued vacation or compensatory time (if applicable) to make up the
17 extra two hours, or they may be permitted to flex their schedule during a week
18 which contains a holiday to ensure they receive full pay. In no event shall an
19 exempt employee receive pay for more than 40 hours/week due to a holiday or
20 alternate work schedule arrangement.

21 5.4 Employees covered by this Resolution shall be paid no more than 80
22 hours/year for recognized city holidays. If an employee works on a designated
23 City Holiday, he or she may take the equivalent holiday off on another date.

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

25 6.1. Eligibility. Management employees shall be eligible for vacation with pay in
26 accordance with the following sections:

27 6.1.1. Employees with less than four full years of continuous service shall
28 accrue 10 hours of vacation for each calendar month of service worked.

29 6.1.2. Employees with more than four but less than nine full years of continuous
30 service shall accrue 12 hours of vacation credit for each calendar month of
service.

1 6.1.3. Employees with more than nine but less than 14 full years of continuous
2 service shall accrue 14 hours of vacation credit for each calendar month of
3 service.

4 6.1.4. Employees with more than 14 but less than 19 full years of continuous
5 service shall accrue 16 hours of vacation credit for each calendar month of
6 service.

7 6.1.5. Employees with more than 19 full years of continuous service shall accrue
8 20 hours of vacation credit for each calendar month of service

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

11 6.2. Utilization. Vacation leave shall not be taken in excess of that actually accrued.
12 However, the City Administrator has the discretion to authorize any management
13 employee to take vacation in advance of accrual when warranted by special
14 circumstances.

15 6.3. Continuous Service. Continuous service, for the purpose of accumulating vacation
16 leave credit, shall be based on the regular paid hours worked by the employee. Time
17 spent by the employee on City-authorized, City-paid absences shall be included as
18 continuous service. Time spent on unpaid absences shall not be counted as service,
19 provided that employees returning from such absences shall be entitled to credit for
20 service prior to the leave.

21 6.4. Accrual Limitation. Management and Confidential employees are encouraged to
22 take at least 75% of their annual vacation accrual as time off each year. All Management
23 and Confidential employees may elect to receive up to 40 hours as cash on the first
24 paycheck in April each year. The balance not elected for cash payment will be added to
25 their cumulative vacation accrual. In no event shall the employee's total vacation accrual
26 exceed twice the amount of the employee's annual accrual without written approval from
27 the employee's Department Head.

28 6.5. Scheduling. Vacation times shall be scheduled based on the City Administrator's
29 or Department Head's judgment as to the needs of efficient operations.
30

1 6.6. Payment on Termination. An employee terminated after six-months employment
2 shall be entitled to prorated payment for accrued vacation leave at the rate as of the date
3 of termination. In the event of death, earned but unused vacation leave shall be paid in the
4 same manner as salary due the deceased employee is paid.

5 6.7. Administrative Leave. Exempt management employees may be granted up to one
6 week of Administrative Leave each July at the discretion of their Department Head or the
7 City Administrator. The purpose of Administrative Leave is to recognize the extra hours
8 required of exempt managers for which no overtime compensation is afforded. No cash
9 payment will be made for Administrative Leave, and it can only be taken as time off
10 during the year in which it is granted. Administrative Leave must be used by June 30th
11 each year or it will be forfeited. In the event of termination or retirement, no cash
12 payment will be made for Administrative Leave. In the event of a termination, the City
13 may require pro-rated repayment of Administrative leave at the rate of 3.3333 hours for
14 each calendar month remaining in the year after the date of termination.

15 **7. Hours of Work for Confidential Employees.**

16 7.1. Workweek. The workweek, to the extent consistent with operating requirements,
17 shall normally consist of five consecutive days as scheduled by the Department Heads or
18 other responsible authority.

19 7.2. Hours. The regular hours of an employee shall be 8 1/2 consecutive hours,
20 including 1/2 hour for a meal period, which shall not be paid.

21 7.3. Work Schedules. All employees, to the extent consistent with operating
22 requirements, shall be scheduled to work on a regular work shift, and each shift shall
23 have regular starting and quitting times. It shall be the responsibility of the Department
24 Head to notify employees of their scheduled shifts, workdays, and hours.

25 7.4. Rest Periods. A rest period of 15 minutes shall be permitted for all employees
26 during each half shift, which shall be scheduled by the City in accordance with its
27 determination as to operating requirements and each employee's duties.

28 7.5. Meal Periods. To the extent consistent with operating requirements of the
29 respective department, meal periods shall be scheduled in the middle of the work shift.
30

1 **8. Sick Leave.**

2 8.1. Purpose. Sick leave is provided for the sole purpose of providing financial
3 security to employees and their families. Under no circumstances shall the City grant an
4 employee sick leave with pay for time off from City employment caused by sickness or
5 injury resulting from employment other than with the City of Ashland.

6 8.2. Accumulation. For the purpose stated above, sick leave shall be earned by each
7 employee at the rate of eight hours for each full calendar month of service. As condition
8 precedent to any sick leave payment, sick leave may be taken only for the purposes
9 specified in sections 8.1 and 8.3. The maximum accrual cannot exceed 960 hours. Sick
10 leave shall continue to accrue only during leaves of absence with pay.

11 8.3. Utilization. Employees may utilize their allowance for sick leave when unable to
12 perform their work duties by reason of illness or injury. In such event, the employee shall
13 notify the Department Head or City Administrator of absence due to illness or injury, the
14 nature and expected length of the absence, as soon as possible prior to the beginning of
15 the next scheduled regular work shift, unless unable to do so because of the serious nature
16 of injury or illness. For absences longer than 24 hours, employees must notify their
17 Department Head on a daily basis. At the option of the Department Head or City
18 Administrator, a doctor's certificate of illness may be required as a pre-requisite for the
19 payment of sick leave.

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

29 8.4. Integration with Worker's compensation. When injury occurs in the course of
30 employment, the City's obligation to pay is limited to the difference between any

payment received under workers' compensation laws and the employee's regular pay. In such instances, pro-rata charges will be made against accrued sick leave until sick leave is exhausted. Thereafter, the only compensation will be workers' compensation benefits, if any.

8.5. Sick Leave - Without Pay. Sick leave is provided by the City in the nature of insurance against loss of income due to the illness or injury. No compensation for accrued sick leave shall be provided for any employee upon death or termination of employment, except that upon retirement accumulated sick leave will be applied as provided in ORS 238.350. Sick leave shall not accrue during any leave of absence without pay.

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

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

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

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

9. Funeral Leave. An employee may be granted five calendar days' funeral leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or other relatives living in the

1 same household. Leave with pay, for up to four hours may be granted when an employee serves
2 as a pallbearer.

3 **10. Other Leaves of Absence**

4 10.1. Criteria and Procedure. Leaves of absence without pay not to exceed 90 calendar
5 days may be granted upon establishment of reasonable justification in instances where the
6 work of the department will not be seriously handicapped by temporary absence of the
7 employee. Requests for such leaves must be in writing. Normally, such leave will not be
8 approved for an employee for the purpose of accepting employment outside the service of
9 the City.

10 10.2. Jury Duty. Employees shall be granted leave with pay for service upon a jury.
11 Employees may keep any payment for mileage, but all other stipends for service must be
12 paid to the City. Upon being excused from jury service for any day an employee shall
13 immediately contact the supervisor for assignment for the remainder of their regular
14 workday.

15 10.3. Appearances. Leave with pay shall be granted for an appearance before a court,
16 legislative committee, judicial or quasi-judicial body as a witness in response to a
17 subpoena or other direction by proper authority; provided, however, that the regular pay
18 of such employee shall be reduced by an amount equal to any compensation received as
19 witness fees.

20 10.4. Required Court Appearances. Leaves of absence with pay shall be granted for
21 attendance in court in connection with an employee's officially assigned duties, including
22 the time required for travel to the court and return to the employee's headquarters.

23 10.5. Family Medical Leave. Leave in accordance with the Federal Family and Medical
24 Leave Act and the Oregon Family Medical Leave Act shall be granted to employees
25 eligible under those acts and for the purposes described in those acts. Leave may be
26 unpaid or paid as provided in these acts.

27 10.6. Military Leave. Military leave shall be granted in accordance with ORS 408.290.

28 10.7. Failure to Return from Leave. Any employee who is granted a leave of absence
29 and who, for any reason, fails to return to work at the expiration of said leave of absence,
30 shall be considered as having resigned their position with the City, and the position shall

1 be declared vacated; except and unless the employee, prior to the expiration of the leave
2 of absence, has furnished evidence of not being able to work by reason of sickness,
3 physical disability or other legitimate reason beyond the employee's control.

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

6 11.1. Discipline. The City shall abide by the legal requirements of due process prior to
7 taking disciplinary action. Disciplinary action may include the following:

- 8 (a) Oral reprimand
- 9 (b) Written reprimand
- 10 (c) Demotion
- 11 (d) Suspension
- 12 (e) Discharge

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

22 11.2. Discharge. An employee having less than twelve months of continuous service
23 shall serve at the pleasure of the City. An employee having continuous service in excess
24 of twelve months may be discharged only for cause.

25 11.3. Due Process. Due process procedures shall be followed before a suspension
26 without pay, demotion or discharge is imposed upon an employee.

27 Employees, other than those appointed by the Mayor and confirmed by City Council,
28 may appeal a suspension without pay, demotion or discharge to the City Administrator.
29 The City Administrator's decision shall be final.
30

1 **12. Probationary Period.**

2 12.1. New Employee Probationary Period. The probationary period is an integral part of
3 the employee selection process and provides the City with the opportunity to upgrade and
4 improve the departments by observing a new employee's work and training, by aiding
5 new employees in adjusting to their positions, and by providing an opportunity to reject
6 any employee whose work performance fails to meet required work standards. Every new
7 employee shall serve a minimum probationary period of 12 months after which, upon
8 recommendation of the Department Head, the employee shall be considered a regular
9 employee. The probationary period may be extended upon request of the Department
10 Head if an adequate determination cannot be made at the end of the probationary period.

11 12.2. Promotional Probationary Period. An employee promoted into a management or
12 confidential position will be required to serve a six-month promotional probationary
13 period. The City may at any time demote an employee on promotional probationary
14 status to the employee's previous position with or without cause.

15 **13. General Provisions.**

16 13.1. Non Discrimination. The provisions of this resolution shall be applied equally to
17 all employees without discrimination as to race, color, religion, marital status, age,
18 national origin, sex, sexual orientation or disability.

19 13.2. Other/Outside Employment. Outside employment shall be permitted only with
20 the express prior written approval of the Department Head or City Administrator. Such
21 written approval shall be documented in the employee's Personnel File. The general
22 principles to be followed by the City in permitting or restricting such outside employment
23 shall be:

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

1 13.3. Worker's compensation. All employees will be insured under the provisions of the
2 Oregon State Workers' Compensation Act for injuries received while at work for the
3 City. Compensation paid by the City for a period of sick leave also covered by workers'
4 compensation shall be equal to the difference between the Workers' compensation pay for
5 lost time and the employee's regular pay rate.

6 13.4. Liability Insurance. The City shall purchase liability insurance in the maximum
7 amounts set forth in ORS 30.270 for the protection of employees against claims against
8 them incurred in or arising out of the performance of their official duties.

9 **14. Compensation**

10 14.1. Pay Periods. Employees shall be paid on a bi-weekly basis, on every other Friday.
11 In the event a regularly scheduled pay date falls on a holiday, the preceding workday
12 shall be the pay date.

13 14.2. Compensation - Pay Schedule. When any position not listed on the pay schedule
14 is established, the City Administrator shall designate a job classification and pay rate for
15 the position in accordance with sections 3.08.050 and 3.08.070 of the Ashland Municipal
16 Code.

17 14.3. Overtime. Exempt management employees are expected to devote whatever time
18 is necessary to accomplish their jobs. For all non-exempt employees, the City has the
19 right to assign overtime work as required in a manner most advantageous to the City and
20 consistent with the requirements of municipal service and the public interest.

21 14.4. Form of Compensation. The City Administrator, City Attorney, Department
22 Heads and exempt supervisors are not eligible for paid overtime but are allowed
23 compensatory time off at their own discretion depending on the operating requirements of
24 the City. Non-Exempt supervisors and confidential personnel shall be compensated in
25 the form of pay at the rate of time and one-half the regular rate for overtime work, or
26 given equivalent time off at the option of the City. No employee shall have more than 40
27 hours of compensatory time on the records at any time.

28 14.5. Administration of Pay Plan. Employees shall be entitled to pay in accordance with
29 the current salary resolution. In the event of a vacancy, the City Administrator may
30 appoint a new employee at any appropriate step within the pay range.

1 14.6 Cost of Living Adjustment (COLA). The salary schedule for all positions
2 covered by this Resolution shall be adjusted annually on July 1st based on the CPI-W
3 U.S. City Average CPI index March-March. Positions covered by this Resolution will
4 not receive a Cost of Living Adjustment July 1, 2020.

5 **15. Health, Welfare and Retirement.**

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

8 **16. Compliance with FLSA.**

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

15 **17. Effective Date.** This resolution shall be effective from July 01, 2020 to June 30, 2021.
16 This resolution was duly PASSED and ADOPTED this ____ day of ____, 2019, and takes
17 effect upon signing by the Mayor.

18
19 _____
20 Melissa Huhtala, City Recorder

21 SIGNED and APPROVED this ____ day of ____, 2019.

22
23
24 _____
25 John Stromberg, Mayor

26 Reviewed as to form:
27
28
29 _____

30 David Lohman, City Attorney

APPENDIX "A" Classifications in the Management and Confidential Employee Groups

EXECUTIVE MANAGEMENT		
	TITLE	JOB CLASS
1	City Administrator	Exempt 501
2	Asst. City Admin.	Exempt 502
3	City Attorney	Exempt 502
4	Director Administrative Services	Exempt 504
5	Director Comm. Dev	Exempt 504
6	Director PW	Exempt 504
7	Fire Chief	Exempt 504
8	Police Chief	Exempt 504
9	Director Electric	Exempt 504
10	Director IT	Exempt 504
11	Assistant to the City Administrator	Exempt 506
SUPERVISORY		
	TITLE	JOB CLASS
EXEMPT SUPERVISORS		
1	Deputy Fire Chief	Exempt 511
2	Deputy Police Chief	Exempt 511
3	Public Works Superintendent	Exempt 503
4	Fire Division Chief (2)	Exempt 503
5	Patrol Lieutenant	Exempt 503
6	Building Official	Exempt 525
7	Planning Manager	Exempt 525
8	Computer Services Mgr.	Exempt 515
9	AFN Ops Manager	Exempt 515
10	Management Analyst	Exempt 521
11	Administrative Services Manager	Exempt 521
12	Senior Planner	Exempt 526
13	WW & Water Re-Use Supervisor	Exempt Grandfathered rate 552
14	Water Treatment Plant Supervisor	Exempt Grandfathered rate 552
15	Water Quality Dist. Supervisor	Exempt 552
16	Municipal Court Supervisor	Exempt 529
NON-EXEMPT SUPERVISORS		
1	Police Sergeant (5)	Non-Exempt 520
2	GIS Manager	Non-Exempt 512
3	Maintenance/Safety Supervisor	Non-Exempt 528
4	Street Supervisor	Non-Exempt 528
5	WW Collections Supervisor	Non-Exempt 528
6	Customer Service Supervisor	Non-Exempt 528
7	Development Services Coordinator	Non-Exempt 528
	TITLE	JOB CLASS
1	Network Admin.	Exempt 549
2	Senior IS Analyst (2)	Exempt 549
3	IS Analyst Programmer	Exempt 542
4	User Support Coord.	Exempt 542
5	Fire Adapted Communities Coord.	522
6	Communities Preparedness Coord.	522

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

TITLE		JOB CLASS
1	Senior Accounting Analyst	531
2	Senior HR Analyst	531
3	Financial Analyst	541
4	Accounting Analyst	541
5	Administrative Analyst	541
6	Executive Analyst	541
7	Paralegal	530
8	Admin. Supervisor	530
9	Exec. Assistant	534
10	Admin Assistant	535

1 **APPENDIX "B"**

2 **Health, Welfare, and Retirement Benefits**

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

5 1. **Health Insurance.**

6 A. **Effective July 1, 2012,** the City increased the contribution to HRA VEBA to an
7 amount equal to 2% of salary for each employee covered by this resolution.

8 The City provides medical, dental and vision coverage for employees and their
9 eligible dependents. New employees will begin coverage on the first day of the
10 month after they are hired.

11 The City will pay 95% of the total monthly health premium (Medical, dental and
12 vision), with the employee paying the remaining 5% on a pre-tax basis.

13 **Effective January 1, 2021,** the City will pay 92.5% of the total monthly health
14 premium (Medical, dental and vision), with the employee paying the remaining
15 7.5% on a pre-tax basis.

16 **Effective July 1 2021,** the City will pay 90% of the total monthly health premium
17 (Medical, dental and vision), with the employee paying the remaining 10% on a
18 pre-tax basis.

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

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

23 2. **Life Insurance.** Premiums for life insurance for each employee at one times annual salary
24 (Up to a maximum \$100,000).

25 3. **Dependent's Life Insurance.** Premiums for \$1,000 life insurance policy for each qualified
26 dependent of an employee.

27 4. **Retirement.** As required by law, the City will contribute to the Oregon State Public
28 Employees Retirement System for each employee. Enrollment will commence six months
29 from the date of employment for new employees, unless that person was in PERS
30 immediately before coming to work for the City. Upon retirement, one-half of unused sick

1 leave earned will be applied to retirement as provided in statute. The City will also assume or
2 pay the employees' contributions for employees at a uniform rate of six percent.

3 5. Social Security. Contributions to Social Security as required by law.

4 6. Medical Insurance for Retirees. All employees retiring from City employment and their
5 eligible dependents will have the option of continued participation in the City's medical
6 insurance program at the same monthly group premium as active employees. The retiree
7 must be actively covered under the City's group plan at the time of retirement to be eligible
8 for continued retiree coverage. Retirees must make their health insurance payment to the
9 City or designated Third Party Administrator as agreed upon each month to continue health
10 coverage. The right to participate and medical coverage ceases when the retiree or his or her
11 eligible dependent(s) become Medicare-eligible at age 65.

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

17 Any employee hired on or after July 1, 2008, or hired into management on or after July 1,
18 2008 will not be eligible to receive retiree benefits under this provision. Employees hired on
19 or before June 30, 2008 will continue to be eligible as long as the criteria for benefit
20 eligibility are met.

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