

Council Business Meeting

December 18, 2018

Agenda Item	Confirmation of Mayoral Appointment of Tom McBartlett as Electric Utility Director.	
From	Tina Gray	Title: Human Resource Director
Contact	tina.gray@ashland.or.us; 541-552-2101	

SUMMARY

The City Council is being asked to confirm the Mayoral appointment of Tom McBartlett as the Electric Utility Director.

Mark Holden held the position of Information Technology & Electric Utility Director from September 4, 2012 until his retirement October 31, 2017. John Karns, the interim City Administrator at that time, recognized that the three departments, AFN, Electric and Information Technology (IT), had distinctly different foci and needs. Rather than replace the position as it was, John wanted to give the next City Administrator flexibility to restructure. He divided up some of the responsibilities Mark Holden held, assigning different staff leads on an interim basis.

During that time, Tom McBartlett was capably serving as the Electric Distribution Systems Manager and was willing to step up and serve as Interim Director. Tom has served as Interim Electric Director for a year and has proven to be a talented leader.

After her initial 6 months, Kelly Madding has recognized that combining IT, AFN and the Electric Utility under a single Department Head is not ideal or practical for the Electric Department. The Electric Department needs a Department Head who can remain current on state-wide policy issues as well as one who understands the City's electric operations. Over the past year Tom has shown he can lead in both areas. He has been active at that state level, making contacts and conveying the City's needs. He was actively involved in negotiating a successor contract with the IBEW Electrical Union. Tom is an advocate for CEAP, and will ensure that the Electric Department is on-board to meet goals outlined in the plan.

POLICIES, PLANS & GOALS SUPPORTED

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Tom began his career as a grounds person and he worked his way up through the ranks as a Journeyman Line and Foreman. After over 11 years as a journeyman in the trade, he began to pursue management opportunities within the electrical industry. Tom began working for the City of Ashland on June 1, 2015 as the Electric Distribution Systems Manager and he quickly gained the respect of his team in the Ashland Electric Department. Finally, since serving as Interim Director, he has become a valued member of the executive team.

FISCAL IMPACTS

The budget was created prior to Mark Holden's retirement and provided funding for both a Director (split between Electric, AFN and IT), and Tom's position of Electric Distribution Manager. Therefore, the Electric Department has recognized a savings in this biennial budget. Advancing Tom to Director will be within budget, and if his

position of Electric Distribution Manager is not replaced, the department will continue to have a budget savings through the end of this budget cycle.

STAFF RECOMMENDATION

The City Administrator recommends that the Council confirm the Mayor's appointment of Tom McBartlett as Electric Utility Director.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- Move to confirm the appointment of Tom McBartlett as Electric Utility Director.
- Defer confirmation of the appointment of Tom McBartlett awaiting more information.

REFERENCES & ATTACHMENTS

Attachment 1: Employment Contract for Tom McBartlett.

**CITY OF ASHLAND
Employment Agreement**

Electric Utility Director

THIS AGREEMENT, made and entered into this **18th** day of **December 2018**, by and between the City of Ashland ("City") and Thomas A. McBartlett III ("Employee").

R E C I T A L S

- A. City desires to employ the services of Employee as the Electric Utility Director of the City of Ashland; and,
- B. It is the desire of the City to establish certain conditions of employment for Employee; and,
- C. It is the desire of the City to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to make possible full work productivity by assuming Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and, (4) to provide a just means for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties due to disability or when City may otherwise desire to terminate Employee's services; and,
- D. Employee desires to accept employment as the Electric Utility Director of the City of Ashland, and to begin his employment December 18, 2018.

City and Employee agree as follows:

Section 1. Duties.

The City hereby agrees to employ Tom McBartlett as the Electric Utility Director of the City of Ashland to perform the functions and duties specified in the City Charter, City Ordinances, and the job description for the position, and to perform such other legally and ethically permissible and proper duties and functions as the Mayor, City Council, and/or City Administrator shall from time to time assign. The Electric Utility Director shall devote full time to the performance of his duties.

Section 2. Term.

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Mayor, with the consent of the City Council in accordance with the City Charter, from terminating the services of the Electric Utility Director at any time, subject only to the provisions set forth in the section titled "Severance pay" of this agreement. Except as specifically provided in this Agreement, Employee shall

serve at the pleasure of the City, without any requirement to demonstrate cause for dismissal.

- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions of this agreement.
- C. Employee agrees to remain in the employ of the City until December 18, 2021, and neither to accept other employment nor to become employed by any other employer until this termination date, unless the termination date is affected as otherwise provided in this agreement. This provision shall not restrict Employee from using vacation or personal leave for teaching, consulting or other activities provided these activities do not conflict with the regular duties of the Employee and are approved in writing by the Mayor, with the consent of the City Council.
- D. In the event written notice is not given by either party to terminate this agreement at least ninety (90) days prior to the termination date, this agreement shall be extended for successive three-year periods on the same terms and conditions provided herein.
- E. In the event Employee wishes to voluntarily resign the position during the term of this agreement, Employee shall be required to give the City thirty (30) days written notice of such intention, unless such notice is waived by the Mayor, with consent of the City Council. Employee will cooperate in every way with the smooth and normal transfer to the newly appointed individual.

Section 3. Salary

Beginning December 18, 2018, City agrees to pay Employee a monthly salary at step 3 of the salary schedule (\$9,770.99/month). Employee will advance to the next step (\$10,259.54) after one year of successful performance as determined by the City Administrator. The City agrees to annually increase the monthly salary and/or benefits in the same percentage as may be accorded other department heads.

Section 4. Performance Evaluation.

The City Administrator shall review and evaluate the performance of the employee at least once annually. Employee shall receive a written copy of the performance evaluation and be provided an adequate opportunity for the employee to discuss the details of the evaluation.

Section 5. Hours of Work.

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the City, and to that end Employee will be allowed to take compensatory time off as Employee shall deem appropriate during normal office hours, so long as the business of the City is not adversely affected. Work in excess of forty (40) hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime. In recognition of the extra hours required of the Electric Utility Director, Employee shall receive forty (40) hours of administrative leave each year to be used before June 30th or deemed forfeited. Employee will receive

additional administrative leave if granted by the City Council in the Management Resolution adopted each year.

Section 6. Automobile.

Employee's duties require that Employee shall have the use of a motor vehicle at all times during employment with the City. The City shall provide an automobile allowance of \$350.00/month for the use of said automobile for travel. Employee shall be responsible for paying for insurance, operation, maintenance and repairs of the vehicle.

Section 7. Health, Welfare and Retirement.

Except as modified by this agreement, Employee shall be entitled to receive the same retirement, vacation, sick leave benefits, holidays, and other fringe benefits and working conditions as they now exist or may be amended in the future, as apply to any other department head, as spelled out in the City's Management Resolution in addition to any benefits enumerated specifically for the benefit of Employee as provided in this agreement.

Section 8. Dues and Subscriptions.

City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional, growth and advancement, and for the good of the City.

Section 9. Professional Development

The City hereby agrees to annually budget and allocate sufficient funds to pay necessary travel and living expenses of the Electric Utility Director while he represents the City at conferences, trainings, official business meetings or professional organizations that serve the City's interest and/or are reasonably necessary to provide for the professional advancement of the Electric Utility Director. Membership on any national or state commission or committee shall be subject to the approval of the City Administrator.

Section 10. Professional Liability

The City agrees that it shall defend, hold harmless, and indemnify the Electric Utility Director from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Electric Utility Director in his individual capacity or in his official capacity, provided the incident arose while the Electric Utility Director was acting within the scope of his employment. If in the good faith opinion of the Electric Utility Director, conflict exists as regards to the defense of any such claim between the legal position of the city and the Electric Utility Director, he may engage counsel in which event, the City shall indemnify the Electric Utility Director for the cost of legal counsel.

Section 11. Severance Pay

- A. In the event Employee is dismissed during the term of this Agreement, and Employee is not being dismissed for any reason set forth in paragraphs B or C of this section, the City agrees to offer Employee a severance agreement. The amount of severance pay to be offered to Employee in the severance agreement shall be equal to the employee's monthly base salary at the time of dismissal; times the number of months that employee has been employed up to a maximum of six (6) months.

In addition, the severance agreement offered to the employee will require the City to continue to pay the employer portion of the premium for medical and dental insurance coverage through the end of the month the Employee's severance pay is intended to cover or until the last day of the month in which Employee obtains employment with alternative insurance whichever occurs earlier.

As a condition of the severance offer, the Employee will be required to release the City, its officers, representatives, insurers, and employees from claims arising from employment with the City and separation of employment.

- B. Employee will not be eligible to receive the severance offer described in Paragraph A of this section if this Agreement is not renewed by the City, as provided in Section 2, above. Employee also will not be eligible to receive the severance agreement offer if Employee breaches any provision of this agreement, or if Employee engages in any act of misconduct in the performance of duties on behalf of the City. The term "misconduct" includes misappropriation, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, failure to correct performance deficiencies identified in writing by the City Council after a reasonable opportunity, as determined by the City, to correct the deficiencies; committing any violation of City policies or standards that the City deems a serious violation; or engaging in other action demonstrating a disregard for the interest of the City. The term "misconduct" also includes engaging in criminal acts or other off-duty behavior that the City views as impairing the Employee's ability to effectively perform the Employee's duties or jeopardize the reputation of the City.
- C. Employee will not be eligible to receive the severance offer described in Paragraph A of this Section if Employee, in accordance with applicable law, is dismissed due to a disability that prevents Employee from performing the duties of the position.

Section 12. Other Terms and Conditions of Employment

City shall by amendments to this agreement, fix such other terms and conditions of employment from time to time, as it may determine, relating to the performance by Employee with the agreement of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement.

Section 13. Severability.

In any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision.

Section 14. Other Terms and Conditions of Employment

The Employee is subject to all personnel policies of the City of the City and the City's Management Resolution except to the extent that they are inconsistent with an expressed term of this agreement.

Section 15. PERS Pick-up

Employee contributions to the Public Employees' Retirement system (PERS) shall be "picked up" by the City. Employee shall not have the option of receiving money designated for retirement contributions and directly making the contribution to PERS. Employee's reported salary for tax purposes shall be reduced by the amount of the employee's contribution to PERS.

Section 16. Complete Agreement

This agreement shall constitute the entire agreement between the City and Employee and supersedes all prior agreements, representations and understandings between them. No supplement, modification or amendment of this Agreement shall be binding on the City unless it is set forth in a writing that is signed by the Mayor and approved by the City Council. Likewise, no waiver or any provision of this Agreement shall be valid unless set forth in writing that is signed by the Mayor and approved by the City Council.

Dated this 18th day of December 2018.

Melissa Huhtala
City Recorder

John Stromberg
Mayor

Accepted this 18th day of December 2018.

Thomas A. McBartlett, III