



AGENDA STAYTON CITY COUNCIL MEETING

Monday, June 5, 2017
Stayton Community Center
400 W. Virginia Street
Stayton, Oregon 97383

CALL TO ORDER

7:00 PM

Mayor Porter

FLAG SALUTE

ROLL CALL/STAFF INTRODUCTIONS

ANNOUNCEMENTS – PLEASE READ CAREFULLY

Items not on the agenda but relevant to City business may be discussed at this meeting. Citizens are encouraged to attend all meetings of the City Council to insure that they stay informed. Agenda items may be moved forward if a Public Hearing is scheduled.

- a. Additions to the agenda
- b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.

PRESENTATIONS/COMMENTS FROM THE PUBLIC

Request for Recognition: If you wish to address the Council, please fill out a green “Request for Recognition” form. Forms are on the table at the back of the room. *Recommended time for presentation is 10 minutes. Recommended time for comments from the public is 3 minutes.*

- a. Presentation from Kevin Mannix on a Potential Railroad Connection

CONSENT AGENDA

- a. May 15, 2017 City Council Minutes
- b. Collective Bargaining Agreement with AFSCME Local 3222

Purpose of the Consent Agenda:

In order to make more efficient use of meeting time, resolutions, minutes, bills, and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The Recorder to the Council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the consent Agenda is then voted on individually by roll call vote. Copies of the Council packets include more detailed staff reports, letters, resolutions, and other supporting materials. A citizen wishing to review these materials may do so at Stayton City Hall, 362 N. Third Avenue, Stayton, or the Stayton Public Library, 515 N. First Avenue, Stayton.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting. If you require special accommodations contact Deputy City Recorder Alissa Angelo at (503) 769-3425.

PUBLIC HEARING

Certifying Eligibility and Electing to Receive State Revenue Sharing Funds

- a. Staff Report – Andy Parks
- b. Open Public Hearing
- c. Public Hearing
- d. Close Public Hearing
- e. Council Deliberation
- f. Council Decision on Resolution No. 956 and Resolution No. 957

City of Stayton 2017-2018 Fiscal Year Budget

- a. Staff Report – Andy Parks
- b. Open Public Hearing
- c. Public Hearing
- d. Close of Public Hearing
- e. Council Deliberation
- f. Council Decision on Resolution No. 958, Adopting the F.Y. 2017-2018 City Budget, Making Appropriations, and Levying Property Taxes for the Fiscal Year

UNFINISHED BUSINESS – None

NEW BUSINESS

Resolution No. 959, Fiscal Year 2016-17 Budget Appropriation Transfers

Action

- a. Staff Report – Andy Parks
- b. Council Deliberation
- c. Council Decision

STAFF/COMMISSION REPORTS – None

PRESENTATIONS/COMMENTS FROM THE PUBLIC

Recommended time for presentations is 10 minutes.

Recommended time for comments from the public is 3 minutes.

BUSINESS FROM THE CITY ADMINISTRATOR

BUSINESS FROM THE MAYOR

BUSINESS FROM THE COUNCIL

FUTURE AGENDA ITEMS – June 19, 2017

- Revised Fee Schedule
- City of Stayton Charter
- CCRLS Agreement
- Hayden Homes Appeal Hearing

ADJOURN

CALENDAR OF EVENTS

JUNE 2017

Monday	June 5	City Council	7:00 p.m.	Community Center (north end)
Tuesday	June 6	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Friday	June 9	Community Leaders	7:30 a.m.	Covered Bridge Café
Tuesday	June 13	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	June 19	City Council	7:00 p.m.	Community Center (north end)
Wednesday	June 21	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	June 26	Planning Commission	7:00 p.m.	Community Center (north end)

JULY 2017

Monday	July 3	City Council	Cancelled	
Tuesday	July 4	CITY OFFICES CLOSED IN OBSERVANCE OF FOURTH OF JULY HOLIDAY		
Wednesday	July 5	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Tuesday	July 11	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Friday	July 14	Community Leaders	7:30 a.m.	Covered Bridge Café
Monday	July 17	City Council	7:00 p.m.	Community Center (north end)
Wednesday	July 19	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	July 31	Planning Commission	7:00 p.m.	Community Center (north end)

AUGUST 2017

Tuesday	August 1	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Tuesday	August 1	National Night Out	6:00 p.m.	Various City Parks
Monday	August 7	City Council	7:00 p.m.	Community Center (north end)
Tuesday	August 8	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Friday	August 11	Community Leaders	7:30 a.m.	Covered Bridge Café
Wednesday	August 16	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	August 21	City Council	7:00 p.m.	Community Center (north end)
Monday	August 28	Planning Commission	7:00 p.m.	Community Center (north end)

SEPTEMBER 2017

Monday	September 4	CITY OFFICES CLOSED IN OBSERVANCE OF LABOR DAY HOLIDAY		
Tuesday	September 5	City Council	7:00 p.m.	Community Center (north end)
Wednesday	September 6	Parks & Recreation Board	6:30 p.m.	E.G. Siegmund Meeting Room
Friday	September 8	Community Leaders	7:30 a.m.	Covered Bridge Café
Tuesday	September 12	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Monday	September 18	City Council	7:00 p.m.	Community Center (north end)
Wednesday	September 20	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	September 25	Planning Commission	7:00 p.m.	Community Center (north end)

**City of Stayton
City Council Meeting Action Minutes
May 15, 2017**

LOCATION: STAYTON COMMUNITY CENTER, 400 W. VIRGINIA STREET, STAYTON

Time Start: 7:00 P.M.

Time End: 7:45 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Henry Porter (excused)	Alissa Angelo, Deputy City Recorder
Councilor Priscilla Glidewell	Keith Campbell, City Administrator
Councilor Mark Kronquist	Dan Fleishman, Director of Planning & Development
Councilor Jennifer Niegel	Lance Ludwick, Public Works Director
Councilor Brian Quigley	Janna Moser, Library Director
Councilor Joe Usselman	Rich Sebens, Chief of Police
	Wallace Lien, Special Legal Counsel

AGENDA	ACTIONS
REGULAR MEETING	
Announcements a. Additions to the Agenda b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	None. Councilor Glidewell and Kronquist stated they are members of Friends of Old Town Stayton who are making a presentation this evening.
Presentations / Comments from the Public a. Judy Mohney b. Dog Park c. Eclipse Presentation by Jennifer Godfrey d. Friends of Old Town Stayton Downtown Building Codes	Ms. Mohney thanked the City for their support of the parklet and the Friends of Old Town Stayton group. Members of the Happy Tails Dog Park fundraising committee announced they reached their goal of raising the \$25,000 match for the dog park. Ms. Godfrey gave a presentation on the upcoming solar eclipse. Members of Friends of Old Town Stayton requested the Council consider downtown building codes proposed by their Design Committee.
Consent Agenda	None.
Public Hearing	None.
Unfinished Business	None.
New Business City Council Minutes a. March 20, 2017	Motion from Councilor Kronquist, seconded by Councilor Niegel to adopt the minutes from the March 20, 2017 Council minutes. Motion passed 5:0.

b. April 3, 2017

Motion from Councilor Kronquist, seconded by Councilor Usselman to adopt the minutes from the March 20, 2017 Council minutes. **Motion passed 5:0.**

c. April 17, 2017

Motion from Councilor Kronquist, seconded by Councilor Niegel to adopt the minutes from the March 20, 2017 Council minutes. **Motion passed 5:0.**

2017-18 City Council Goals

a. Staff Report – Keith Campbell

Mr. Campbell and John Morgan briefly reviewed the staff report and proposed City Council goals.

b. Council Discussion

Discussion of support for Friends of Old Town Stayton being a part of the goals.

c. Council Decision

Motion from Councilor Kronquist, seconded by Councilor Glidewell, to adopt the Council Goals as presented. *Councilor Kronquist rescinded his motion.*

Further Council discussion on proposed Council goals.

Motion from Councilor Kronquist, seconded by Councilor Usselman to modify goals to state “Support Friends of Old Town Stayton and other organizations.” *Councilor Kronquist rescinded his motion.*

Motion from Councilor Glidewell, seconded by Councilor Niegel, to amend the Economic Development Goal, bullet #3 to state, “City Council support of group working toward the revitalization of Old Town Stayton.” **Motion passed 5:0.**

Motion from Councilor Kronquist, seconded by Councilor Niegel, to adopt the Council goals as amended. **Motion passed 5:0.**

Applicant’s Appeal of Conditions of Approval by Planning Commission

a. Staff Report – Dan Fleishman

Mr. Fleishman reviewed the staff report included in the Council packet.

Mark Shipman, the attorney representing the applicant, reviewed reasons they feel the appeal has been filed and should be heard by the City Council.

<p>b. Council Discussion</p> <p>c. Council Decision</p> <p>Resolution No. 955, Authorizing Submittal of Grant Application to Support Update of Transportation System Plan</p> <p>a. Staff Report – Dan Fleishman</p> <p>b. Council Discussion</p> <p>c. Council Decision</p>	<p>Council discussion surrounding whether or not to accept the appeal from Hayden Homes.</p> <p>Mr. Shipman indicated they would waive the 120 days and extend to July 19.</p> <p>Motion from Councilor Glidewell, seconded by Councilor Kronquist, to accept appeal of Hayden Homes and schedule a <i>do novo</i> hearing. Motion passed 3:2 (Quigley, Usselman).</p> <p>Mr. Fleishman briefly reviewed his staff report included in the Council packet.</p> <p>No discussion.</p> <p>Motion from Councilor Kronquist, seconded by Councilor Quigley, approving Resolution No. 955. Motion passed 5:0.</p>
<p>Staff / Commission Reports</p> <p>Finance Department Report – Cindy Chauran & Elizabeth Baldwin</p> <p>a. March 2017 Monthly Finance Department Report</p> <p>b. April 2017 Monthly Finance Department Report</p> <p>Police Chief’s Report – Chief Rich Sebens</p> <p>a. March 2017 Statistical Report</p> <p>b. April 2017 Statistical Report</p> <p>Public Works Director’s Report – Lance Ludwick</p> <p>a. March 2017 Operating Report</p> <p>b. April 2017 Operating Report</p> <p>Planning & Development Director’s Report – Dan Fleishman</p> <p>a. March & April 2017 Activities Report</p> <p>Library Director’s Report – Janna Moser</p> <p>a. March 2017 Activities</p> <p>b. April 2017 Activities</p>	<p>No further discussion.</p> <p>Chief Sebens briefly reviewed his statistical reports.</p> <p>Brief discussion of Happy Tails Dog Park project.</p> <p>Mr. Fleishman briefly reviewed his report.</p> <p>Ms. Moser spoke about upcoming events at the Library.</p>
<p>Presentations / Comments From the Public</p> <p>a. Judy Mohney</p>	<p>Ms. Mohny expressed her disappointment that FOTS was not included in Council Goals.</p>
<p>Business from the Mayor</p>	<p>None.</p>
<p>Business from the Council</p>	<p>None.</p>
<p>Business from City Administrator</p> <p>a. Distinguished Budget Presentation Award for 2016-17 Budget by the Government Finance Officers Association</p>	<p>Mr. Campbell briefly spoke about the GFOA Budget Award. He also announced the July 3 Council meeting will be cancelled.</p>

Future Agenda Items – Monday, June 5, 2017

a. Public Hearing – 2017-18 FY Budget and Revenue Sharing

APPROVED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF JUNE 2017, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____

Henry A. Porter, Mayor

Date: _____

Attest: _____

Keith D. Campbell, City Administrator

Date: _____

Transcribed by: _____

Alissa Angelo, Deputy City Recorder



CITY OF STAYTON
M E M O R A N D U M

TO: Mayor Henry Porter and the Stayton City Council
FROM: Keith D. Campbell, City Administrator
Alissa Angelo, Deputy City Recorder
DATE: June 5, 2017
SUBJECT: Collective Bargaining Agreement with AFSCME Local 3222

ISSUE

Whether or not to approve the Collective Bargaining Agreement between the City of Stayton and AFSCME Local 3222, as presented.

ENCLOSURE(S)

1. Collective Bargaining Agreement

STAFF RECOMENDATION

Staff recommends adoption of the newly negotiated Collective Bargaining Agreement that will be in effect through June 30, 2019. The Bargaining Unit members have voted to approve the Agreement as presented.

BACKGROUND INFORMATION

The AFSCME Local 3222 Collective Bargaining Agreement expired June 30, 2016. Between May 2016 to October 2016, City staff was in negotiations with AFSCME Local 3222. Negotiations then moved into mediation, where a final agreement was reached in May 2017.

OPTIONS

Approve the Collective Bargaining Agreement between the City of Stayton and AFSCME Local 3222, as presented.

MOTION(S)

Consent Agenda approval.

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF STAYTON, OREGON

and

AFSCME LOCAL 3222

of

American Federation of State, County & Municipal Employees

July 1, 2017– June 30, 2019

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PREAMBLE

This Agreement is entered into between the City of Stayton, Oregon, hereinafter referred to as the "City," and AFSCME Local 3222 Council 75, hereinafter referred to as the "Union." If any portion of this agreement is in conflict or violation of federal, state, or local law or if a conflict arises, then federal, state, or local law will supersede any agreement set forth herein.

ARTICLE 1 – RECOGNITION

The City of Stayton recognizes the American Federation of State, County and Municipal Employees (AFSCME) Council 75, hereafter referred to as the Union, as the sole and exclusive collective bargaining representative for all full and part time employees employed by the City. Excluded from this bargaining unit are all temporary and seasonal employees, employees in the Police bargaining unit, managers, supervisors, and confidential employees, and employees who work fewer hours than required to be part time employees as defined in this agreement.

ARTICLE 2 – DEFINITIONS

- 2.1** Regular Full-time Employee. An employee, hired to work at least forty (40) hours per week on a regular basis, who has successfully completed a probationary period of one year as defined in Section 2.4.
- 2.2** Regular Part-Time Employee. An employee who regularly works less than forty (40) hours per week, and Thirty (30) or more hours per week who has successfully completed a probationary period of six (6) months as defined in Section 2.4. Such employees shall be paid at the hourly rate of pay in accordance with the provisions of the applicable Addendum. Regular part-time employees shall be entitled to prorated benefits (insurance, sick leave, annual leave, etc.), in addition to the hourly compensation paid for those hours worked by the employee. Regular part-time employees shall receive pro-rata holiday pay only for holidays that fall on the employee's regularly-scheduled work day. If a holiday falls on a regular part-time employee's non-scheduled day, no holiday pay will be paid. An employee who works a regular weekly schedule with the City, but who works less than thirty hours per week (twenty (20) hours for library employees) but more than ten (10) hours per week shall also be considered a regular employee and covered by this Agreement. Such employees, however, are not entitled to any fringe benefits under this Agreement. Employees approved for positions of less than thirty (30) hours per week (20 for library employees) must obtain their supervisor's permission prior to exceeding the twenty-nine (29) -hour (or 20-hour) limit in any particular workweek.
- 2.3** Temporary Employee. An employee who is hired to work on a limited or seasonal basis or work no more than nine (9) months in a twelve (12) month period. The nine-month duration of a temporary hire may be extended with agreement of the Union. Temporary employees are not entitled to fringe benefits described in this agreement; (i.e. paid holidays, paid vacation, paid sick leave, insurance, etc.). The City has the right to hire temporary employees as it may determine, to fill the position of an employee on leave of absence, to fulfill work requirements during peak workloads, to complete projects on a timely basis, to cover for employees who are utilizing sick leave, vacation time and paid or unpaid leaves of absences, to cover work requirements in unanticipated or unexpected circumstances, or to carry out work in a shortage of personnel situations as determined by the City. When a temporary employee is hired to cover for an employee on leave, mandated by federal or state laws, the 40 hour and nine month limitations of this Article shall not apply for the duration of the regular employee's leave entitlement. Temporary employees shall not be hired to replace bargaining unit positions, and are intended to be used to supplement the work force as may be needed periodically. Temporary employees shall be paid on an hourly basis at the appropriate wage step as determined by the City. There shall be no responsibility on the part of the City to re-employ or continue the employment of such employees, nor is there any responsibility on the behalf of the Union as to such.
- 2.4** Probationary Employee. An employee appointed to fill a regular position of employment as defined in Section 2.1 or 2.2 who has completed less than the initial one-year period of continuous employment (for full time employees) or less than the initial six-month period of continuous employment (for part-time employees). During the probationary period, the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse.
- 2.5** Gender-neutral Pronouns. Where pronouns are used herein, both the masculine pronoun ("he") and the feminine pronoun ("she") are intended to be gender neutral.

ARTICLE 3 – PURPOSE

The purpose of this Agreement is to provide for wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the City and its employees, to encourage economy of operation, elimination of waste, cleanliness of facilities, protection of City property, and safety of employees; and to this end the City pledges itself to give its employees considerate and courteous treatment, and the employees pledge to render loyal and efficient public service. The parties agree to extend to one another proper courtesy and respect.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1** Management Generally. The Union recognizes the prerogatives of the City to determine how to provide public services and operate and manage its affairs in all lawful respects. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the City as the City periodically may determine, in its discretion. The City's prerogatives include, but are not limited to the following matters:
- a. The right to establish any and all lawful work rules and procedures;
 - b. The right to schedule any and all work, overtime work, and any and all methods and processes by which work is performed and services are provided, in a manner most advantageous to the City and consistent with the public interest;
 - c. The right to hire, transfer, layoff and promote employees as deemed necessary by the City;
 - d. The right to discipline an employee as provided in the disciplinary article of this Agreement;
 - e. The right to make any and all determinations as to the size and composition of the work force and the right to make assignments of employees to work locations and shifts;
 - f. The right to assign incidental duties connected with operations, not necessarily enumerated in job descriptions, and nevertheless be performed by employees when requested to do so by the City;
 - g. The right to take whatever action the City deems necessary to provide services in an emergency.
- 4.2** Elected Prerogatives. Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Council and/or the City Administrator and/or Department Heads and the rights and obligations owed thereby to the citizenry.

ARTICLE 5 – MEMBERSHIP AND UNION AFFAIRS

- 5.1** Fair Share Dues. All employees covered by the terms and conditions of this Agreement, within 30 days from date of hire, shall become a member of the Union or pay the equivalent of dues to the Union to help defray the costs of contract negotiation and administration. The City shall inform all newly hired employees of the above requirement at the time of their employment. Any individual employee's objection based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will require the employee to inform the City and the Union of his or her objection. The employee will meet with the representative of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount equivalent to regular Union membership dues to a nonreligious charity.
- 5.2** Dues Check Off. The City will provide for payroll deduction of Union dues or fair share fees. The City shall deduct from the end-of-the-month paycheck the amount of dues or fair share fees with minimum dues being \$15.00 per month and the maximum as stipulated by Oregon AFSCME Council 75 and transmit to the designated individual of Council 75 the total amount deducted. Whether to be a member in the Union shall be each employee's individual choice. Except as provided in Section 5.1, above, however, employees must either be a member of the Union or pay the equivalent of dues (fair share fees) to the Union as a condition of employment with the City.
- 5.3** Maintenance of Membership. Employees who are current members of the Union at the signing of the Agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Union members may notify the employer and the Union during the last two weeks of the term of the Collective Bargaining Agreement if they wish to revoke their Maintenance of Membership status.
- 5.4** Indemnification. The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article 5 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.
- 5.5** Employee Change of Status Notification. The City shall provide notice to the Union President of new hires, terminations, retirees and transfers within the bargaining unit within a reasonable period of time. The Union President or his/her designee and each new employee shall have 30 minutes to meet for a union orientation. The new employee shall be on paid status. The Union President / designee will not be on paid status. The City commits to being as flexible as possible in facilitating this orientation so that the Union President/designee can meet during his/her lunch or rest breaks.
- 5.6** Union Representation. The Union will provide a list of union stewards to the City Administrator, and notify the City Administrator promptly of any changes. Employees shall have the right to request representation by the staff representative of AFSCME or any union steward on the list, provided, however, that the person so selected must be reasonably available to attend investigative, disciplinary and grievance related meetings as scheduled by the City. If the Union steward selected by the employee or the union representative is unable to meet within twenty-four (24) hours of a requested meeting, the Union and employee will agree on another steward. Other than attending meetings

called by management, employees will meet with union stewards / officers / union representatives on their own time.

- 5.7** Stewards will be permitted time to attend investigatory and grievance meetings, and attend meetings called by management without loss of pay or benefits. Stewards will provide reasonable notice to their supervisors before conducting union business and will work with their supervisors and others as necessary to resolve any scheduling conflicts.

The City agrees to permit Union Officers and Stewards to flex their lunch and rest breaks to facilitate meeting with members to discuss matters pertaining to this Article.

- 5.8** AFSCME Staff Representatives. The Union will notify the City in writing of its staff representatives of the Local, Council 75, or International. Upon proper introduction and notice, one staff representative shall have reasonable access to the premises of the City during regular business hours to conduct Union business. Such visits may not interfere with the normal flow of work. If the staff representative meets with any bargaining unit employees, such meetings must be during the employees' non-work time.

- 5.9** Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by employees during non-work time.

- 5.10** At the Union's request, the City will make every effort to allow each steward time off for training purposes, subject to the City's operating requirements. Stewards will be allowed to use accrued vacation or compensatory time during such training, or will take the time off without pay.

- 5.11** Bulletin Boards. The City agrees to furnish in the library, City Hall, Public Works Shop, and the Waste Water Treatment Plant, a bulletin board to be used exclusively by the Union for the posting of official union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the City or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

ARTICLE 6 – TERM OF AGREEMENT

The terms of this Agreement shall be in full force and effect from the first day of the month following ratification of this Agreement by the parties and shall remain in full force and effect through June 30, 2019. However, the wage adjustment to the wage scale for July 1, 2016 shall be applied retroactively to that date and computed based on W-2 wages paid during the retroactivity period.

Either party may notify the other party of its desire to negotiate a successor agreement no later than the December 15th prior to expiration of this Agreement. Negotiations will commence no later than the January 15th prior to the expiration date of the current Agreement.

The City will allow two employees representing the Union leave without loss of pay for labor management meetings between the City and the Union. The selection of the employee representatives shall not interfere with the reasonable operations of the City. The employees are responsible for notifying their direct supervisor of all labor management meetings. These meetings shall not interfere with the reasonable operations of the City.

ARTICLE 7 – EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT

- 7.1** General Expectations. All employees of the City are expected to use good judgment regarding the expenditure of the funds for travel expenses.
- 7.2** Approval and Reimbursement. When an employee anticipates submitting a request for travel reimbursement, the employee will obtain prior approval for the trip and the mode of travel from the employee's supervisor.
- 7.3** Travel on official business outside the City by a single individual should be by City-owned vehicle or private vehicle. If the employee is authorized to use a private vehicle, mileage will be paid at the IRS rate then in effect.
- 7.4** City vehicles will be used for authorized City uses and will not be used for private gain or benefit and City vehicles will be used only by City employees.
- 7.5** Reimbursement for expenses on official trips will only be for expenses incurred during the performance of official duty as a City official for the City's benefit. Meals and lodging expenses may be reimbursed in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers. The City will not reimburse an employee for the cost of any alcoholic beverage.
- 7.6** When the employee knows that expenses for an upcoming trip will exceed the listed limits, the employee will request and the department head may approve the additional expenses in compliance with the IRS Taxable Fringe Benefits guide, for State and Local Government Employers.
- 7.7** Within (10) ten business days after the travel has been completed, the employee must turn in receipts for lodging and any other expenses for which reimbursement is claimed.

ARTICLE 8 – DISCIPLINE

- 8.1** Just Cause. The City may impose discipline only for just cause.
- 8.2** Forms of Discipline. Generally, discipline will be progressive in nature, provided however, that the level of discipline imposed will depend on the seriousness of the offense, and progressive discipline will not be required for serious infractions. The disciplinary actions which the City may take against an employee include the following:
- a. oral reprimand, which may be documented in writing; in the supervisors file
 - b. written reprimand;
 - c. suspension without pay;
 - d. reduction of pay for a term in lieu of suspension;
 - e. demotion with a reduction in pay as specified by the City as part of the discipline;
 - f. discharge or termination.
- 8.3** Notice of Discipline. When the City intends to suspend without pay, demote or discharge an employee for cause, the City shall make available the specified charges and proposed discipline in writing at least three (3) calendar days prior to the effective date of the action, together with a description of the facts on which the proposed discipline is based.
- 8.4** Pre-Disciplinary Due Process. Prior to imposing a suspension without pay, demotion or discharge, the employee shall have the opportunity to refute the charges, correct any misunderstanding of fact, and address the appropriate level of discipline. If an employee is required to attend an investigatory meeting with their supervisor or other member of management which could lead to discipline against the employee, the employee will be allowed to have a union steward or union representative present for the meeting, if requested by the employee. If there is a union steward or union representative available to attend the meeting at the time scheduled by the City, the employee may not postpone the meeting for more than 24-hours in order to obtain a different union representative.
- 8.5** Time Limitations. The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity or disciplinary action taken by the City. In other words, if the City is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, such inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.
- 8.6** Probationary Employees. A probationary employee may be discharged at any time without cause.
- 8.7** Notice of Discipline to Union. Copies of reprimands and other disciplinary actions taken by the City shall be forwarded to the Council 75 Representative.

8.8 Non-embarrassment. Reasonable steps shall be taken to ensure that disciplinary measures are accomplished in a confidential manner. A violation of this section, however, shall not result in the discipline imposed being overturned.

8.9 Records of Discipline. References to disciplinary actions in the personnel file shall remain in the file in accordance with the following provisions:

- a. Employees shall be notified when any documentation is placed in their personnel file.
- b. Written reprimands shall remain in the personnel file for a period of 36 months, provided, however, that if discipline occurs within that 36 month period, prior disciplinary documentation shall remain in the personnel file for 36 months from the date of the last discipline. Other records of discipline enumerated in Article 8.2 (e.g., suspension, reduction of pay, demotion and discharge) may remain in the personnel file until and unless the City determines the record no longer relevant or timely upon application by an employee.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1** Goodwill. The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 9.2** Grievance Defined. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.
- 9.3** Presentation. A grievance may be presented by an employee or the Union. Grievances may be heard at any time where practical and feasible.
- 9.4** Time Limits. The time limitations provided are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing.
- a. The City and the Union may extend the time limits by mutual agreement in writing.
 - b. No grievance shall be valid unless a grievance is submitted at Step 1 within ten (10) working days, (7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence.
 - c. If a grievance is not presented within ten (10) working days,(7) working days for loss of wage discipline from its occurrence or the date when the employee knew or should have known of the occurrence, the grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. A grievance not responded to timely shall be advanced to the next step.
- 9.5** Procedure. The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's Department Head within ten (10) working days, seven (7) working days for loss of wages discipline from its occurrence. The Department Head shall arrange a meeting between the aggrieved employee, the steward or Union Representative, the Department Head, and the aggrieved employee's supervisor, if applicable. If the aggrieved employee's supervisor is not included, the Department Head may select a different management representative to attend the meeting. The Department Head shall respond in writing within ten (10) working days after the grievance meeting.

Step 2: If the grievance is not resolved to the satisfaction of the parties at **Step 1**, then within ten (10) working days, seven (7) working days for loss of wages discipline of issuance of the Step 1 response, the grievance and response shall be presented to the City Administrator. The City Administrator shall schedule a meeting with the grieved employee, his/her steward or union representative and their Department head to hear the facts regarding the grievance. The City Administrator shall respond in writing within ten (10) working days after the scheduled meeting.

Step 3:

- a) Final and Binding Arbitration. If the grievance is presented and not resolved at Step 2, the Union may refer the dispute to final and binding arbitration.
- b) Notice-Time Limitation. The Union shall notify the City in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the City Administrator's findings.
- c) Arbitrator-Selection. After timely notice, the parties will select an arbitrator in the following manner:
 - i. The parties shall request that the Employment Relations Board (ERB) submit a list of seven (7) names from the ERB register. If the parties cannot mutually agree on an arbitrator from the list of seven (7) then the parties shall alternately strike names with the party advancing the grievance striking first. The remaining name shall be the arbitrator.
- d) Decision-Time Limit:
 - i. The arbitrator will meet and hear the matter at the earliest possible date after the selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.
 - ii. Any decision by the arbitrator shall be final and binding on the parties unless contrary to public policy or in excess of the arbitrator's authority hereinafter provided for.
- e) Limitations, Scope and Power of the Arbitrator:
 - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - ii. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the City or the Union.
 - iii. The arbitrator shall consider and decide only the issue raised at **Step 1**. The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at **Step 1**.
 - iv. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

f) Arbitration Award-Damages-Expenses:

- i. Arbitration awards shall not extend beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
- ii. The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full.
- iii. The arbitrator shall not have authority to award punitive damages.
- iv. Each party hereto shall pay expenses it incurs as costs associated with the presentation of the case, and one-half the expense of the arbitrator.
- v. If the parties agree in advance, or if both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

ARTICLE 10 – NO STRIKE-LOCKOUT

- 10.1** Continuity of Service. The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services. To this end both pledge their best efforts to avoid or eliminate any conduct contrary to this objective: Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, sympathy strike, slow down or other interference with City functions by employees of the City, and should the same occur, the Union agrees to take appropriate steps to end such interference immediately. City employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the City, up to and including termination of employment.
- 10.2** No Lockouts. The City agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 11 – SENIORITY

- 11.1** City Service Seniority. Seniority is determined by an employee's length of continuous service with the City since the employee's last date of hire as a regular employee; or in the case of a part-time employee, from the last date of hire as a regular part-time employee. In the case of layoff, seniority is based on continuous service within a classification within a particular department or division.
- 11.2** Breaks in Service/Loss of Seniority. An employee's seniority shall be broken by voluntary resignation, layoff for a period of twelve (12) consecutive months, discharge for just cause, or retirement. However, if an employee returns to work in any capacity within twelve (12) months, there will be no break in seniority except for the time the employee was not working which will not count as part of continuous service for any purpose. Seniority shall not be earned during an approved unpaid leave of absence; however, an approved leave of absence shall not constitute a break in service or cause a forfeiture of seniority.

ARTICLE 12 – LAYOFF AND RECALL

- 12.1** Layoff Determination. The City may determine when layoffs are necessary. The City may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization of the department with seniority and operational needs considered.
- 12.2** Layoff and Bumping Procedure. When it is necessary to reduce the work force, the City shall determine the number of employees by classification and department. The Union's Local President will be notified of the number of employees and classifications designated for reduction as soon as practical. Employees will be laid off in the following order giving equal consideration to the employee's qualifications, ability, experience and seniority within the affected classification, within the affected department or division.
- a. Summer help;
 - b. Temporary employees;
 - c. Probationary employees;
 - d. Employees in regular positions. Employees in regular positions may be laid off. An employee who is laid off by reduction in the work force shall have the right to bump to his/her last previously held job classification within the affected department or a position in a lower classification within the affected department for which the employee is qualified as determined by the City. In order to bump to a position, the City must agree that the employee has the necessary skill, ability and qualifications to immediately and properly perform the duties of the classification. If the City so agrees, the Employee may bump the least senior employee in the classification, provided the "bumping" employee is more senior than the "bumped" employee, and further provided that the employees who remain must have the necessary skill, ability and qualifications to perform the work required by the City. A bumping employee shall maintain seniority. An employee "bumped" shall have the right to bump in compliance with the preceding procedure. Employees affected by layoff who bump to a lower classification will be placed at the step in the lower pay scale which is closest to and less than the employee's former rate of pay.
- 12.3** Recall. Employees laid off will be eligible for recall for a period of twelve (12) months. No new employees shall be hired by the City in a position in which bargaining unit employees are on layoff until available employees placed on layoff who have previously held the position have been offered re-employment in reverse order of layoff, provided the layoff period does not exceed twelve (12) months and that the employees keep the City advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall have been deemed to have received an offer within four (4) business days after the City mails the offer. An employee so notified must indicate his/her acceptance of recall within ten (10) calendar days from mailing of the notice and shall be back on the job within fourteen (14) calendar days of acceptance of the recall offer or shall forfeit all recall rights under this Article.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.1** Workday. The normal working day is from 8:00 a.m. to 5:00 p.m. with one (1) hour unpaid uninterrupted lunch for employees in the City. Adjustment in the regular working hours of the employees for the convenience of the City, the employees, and/or the public shall not be construed to be in conflict with this Agreement.
- 13.2** Workweek. The normal workweek consists of five (5) eight (8) hour days, or four (4) ten (10) hour days, between Monday through Friday.
- 13.3** Work Schedules. The parties agree, however, that the City may require employees to work different schedule(s) in order to meet the City's operational needs, as determined by the City in its sole discretion.
- 13.4** Changes. The City will make every effort to provide fifteen (15) working days' notice when making permanent changes to an employee's regular work schedule unless operational needs require otherwise.
- 13.5** Overtime: Overtime and compensatory time off for all non-FLSA exempt employees are covered by the following guidelines:
- a. No employee will work overtime unless approval is granted by the employee's supervisor (working overtime without approval subjects the employee to discipline).
 - b. When budgeted funds are available for approved overtime, the City will pay an employee at one and one-half (1.5) times his/her regular hourly rate for time worked in excess of forty (40) hours in one week, unless the employee elects to take such overtime in compensatory time as described below. Overtime also shall be paid pursuant to this provision for time worked in excess of eight (8) hours in a work day or in excess of ten (10) hours in a work day when an employee is assigned to work a 4-10 schedule, for regular full-time employees only, provided that such regular full-time employees have not taken any unpaid time off during the same workweek. If a regular full-time employee has taken unpaid time off during the workweek, overtime will be paid only for time worked in excess of forty (40) hours in one week.
 - c. If budgeted funds are not available for the payment of overtime and it is consistent with the needs of the City, such overtime may be allowed in compensatory time off at the rate of one and one-half times the overtime hours worked.
 - d. Overtime and compensatory time off will be computed and rounded up to the nearest one-quarter hour.
 - e. Compensatory time accumulation will not ordinarily exceed forty (40) hours. All compensatory time accumulated over forty (40) hours will be converted to overtime pay the following payday unless written exception to accumulate more than forty (40) hours is granted by the Department Head.
 - f. Compensatory time shall be scheduled and taken off only with the approval of the Department Head or his/her designee. Reasonable requests for compensatory time off will be granted, unless such request will unduly disrupt

City operations. Compensatory time off may be purchased by the City at any time.

- g. At the time of an employee's resignation or dismissal, the City will pay the employee for all accumulated overtime and compensatory time off.
- h. All paid time will be counted as "hours worked" for purposes of computing overtime.

13.6 Meal and Rest Periods. Unpaid meal periods of up to one (1) hour will be taken at designated times at or near the midpoint of the workday. Rest periods of fifteen (15) minutes will be permitted as work demands permit and as designated at or near the midpoint of each half-work day. Employees and Department Heads may establish the meal and rest period practices within respective offices of the City, not inconsistent with this Agreement.

13.7 Inclement Weather Policy. Except for regularly scheduled holidays identified, the City of Stayton is open for business on Monday through Friday during normal business hours. There could be rare or extreme circumstances beyond the control of the City, such as inclement weather, a national crisis, or other emergencies that make one or more of our facilities inaccessible. On such occasions, one or more of the City of Stayton’s facilities may be closed for all, or part of a regularly scheduled workday. In such an event, the City Administrator (or his/her designee) will make a decision and will endeavor to notify the City management team for the purpose of contacting employees. If no official notice has been received, the employee should refer to the North Santiam School District weather notices for snow and / or ice.

In the event of extreme inclement weather conditions, it is recognized that each staff member’s ability to safely reach the work place may be different. The safety and well-being of the employee should guide the employee decision. Staff who cannot report to work in such circumstances should contact their direct supervisor via phone, email, or voicemail.

The following compensation guidelines will apply to employees:

IF...	THEN...
Employee arrives late to work.	Absence is charged to comp time, vacation leave, or unpaid time off.
Employee cannot arrive to work.	Absence is charged to comp time, vacation leave, or unpaid time off.
Supervisor approves employee’s request to leave early.	Remaining hours are charged to comp time, vacation leave, or unpaid time off.
Due to adverse weather, national crises, or other emergencies, employee directed to arrive late by supervisor (under the direction of the City Administrator or his/her authorized designee).	Employee is paid for late arrival, no charge to leave accrual.
Due to adverse weather, national crises, or other emergencies, employee is sent home early by supervisor (under the direction of the City Administrator or his/her authorized designee).	Employee is paid for remainder of workday, no charge to leave accrual.
City facilities are closed due to adverse weather, national crises, or other emergencies under the direction of the City Administrator or his/her authorized designee.	Employee is paid for the entire workday, no charge to leave accrual.

ARTICLE 14 – HOLIDAYS

14.1 Recognized Holidays. Employees are entitled to the holidays listed below, with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January*
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Eve	½ day December 24
Christmas Day	December 25

14.2 Holiday Coordination (Weekends and Earned Leave). Any regular holiday that falls on a Saturday shall be observed on the preceding Friday. Any regular holiday that falls on Sunday shall be observed on the following Monday. Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, vacation or sick leave will not be charged for such holiday.

14.3 Holiday Pay.

- a. Work performed on a holiday shall be paid at one and one-half (1.5) times the employee's regular rate of pay in addition to the holiday pay.
- b. To be eligible for holiday pay the employee must work the regular work day before and the regular work day after the paid holiday, unless the employee is on sick leave, vacation, or compensatory time.
- c. Employees eligible for holiday benefits shall receive one (1) day's pay for each observed holiday on which work is not performed. The holiday benefit shall be based upon an eight (8) hour holiday/work day for full-time employees regardless of the hours of the regular work schedule. If an office or department schedules a four-day work week in any week in which a holiday falls, that office shall revert to a five-day, eight (8) hour work schedule. Regular part-time employees will be paid pro-rata holiday pay only for holidays that fall on the employee's regularly-scheduled work days. They will not receive holiday pay for holidays that do not fall on one of their regularly-scheduled work days.
- d. Only those probationary employees who have completed at least thirty (30) days of City employment prior to the holiday are entitled to holiday pay.
- e. Temporary employees are not eligible for holiday pay.
- f. An employee will receive no holiday pay if the employee accepted scheduled work on a holiday and failed to report for work unless excused by the supervisor.

14.4 Compensatory Time in Lieu of Holiday Time. By mutual agreement, compensatory time may be given in lieu of holiday pay on a one to one basis. Such compensatory time must be accrued and used as stated in Article 11 relating to compensatory time.

ARTICLE 15 – VACATION

15.1 Accruals. Annual leave allowance for regular full-time employees shall be accrued monthly based on the following schedule of annual benefits:

0 through completion of 3 years:	Eighty (80) hours annually
3 years plus 1 day through completion of 5 years:	Ninety-Six (96) hours annually
5 years plus 1 day through completion of 10 years:	One-hundred twenty (120) hours annually
10 years plus 1 day through completion of 15 years:	One-hundred sixty (160) hours annually
15 plus one day or more years:	Two hundred (200) hours annually

- a. Years of service shall be full years of continuous service with the City as of the original date of hire of the employee, provided there has been no break in service since the original date of hire.
- b. Regular part-time employees shall be entitled to that fractional part of the vacation that the total number of hours of employment bears to the total number of full-time employment hours.
- c. Employees may not use earned vacation leave until after they have served the three (3) months.
- d. Temporary employees are not entitled to any vacation benefit.

15.2 Vacation leave is granted to give employees an opportunity to take time off from their job responsibilities and refresh themselves. The City believes it is important for employees to use vacation leave on a regular basis.

- a. For the first five (5) years of employment, each employee is required to take a minimum of forty (40) hours of vacation leave annually. For each year after five years of employment, each employee is required to take a minimum of eighty (80) hours of vacation leave annually.
- b. If an employee does not use up all accumulated vacation leave by the first day of January of any calendar year, the employee may carry over vacation leave up to the maximum number of hours listed:

Upon completion of 0 to 5 years of service	120 hours
Upon completion of 5 years plus one day to 10 years of service	160 hours
Upon completion of 10 years plus one day to 15 years of service	200 hours
Upon beginning of 15 years plus one day or more of service	240 hours

- c. On the first day of January of a calendar year, an employee will automatically lose any unused vacation the employee has accumulated over the maximum allowed in Section 15.2b. No other compensation will be given to the employee unless granted by the City Council in accordance with Section 15.3.

15.3 In the event an employee anticipates his/her earned vacation will exceed the maximum hours allowed for carry over to the next year, the employee may file a written request with his/her department head prior to the first day of January, that the City convert forty-hour blocks of vacation time into pay or to allow for up to forty (40) additional hours of vacation to be carried over for up to one (1) additional year. Approval or denial

of the request is at the discretion of the City. The conversion of earned vacation to pay or the carryover of forty (40) hours of vacation for up to one (1) additional year may be approved only by the City Administrator and only if he/she finds the following conditions exist:

- a. The department head has recommended approval of the request so that work priorities can be accomplished;
 - b. The City will benefit more from the employee's continued work than by his/her taking earned vacation time or a clearly justifiable cause;
 - c. The employee has taken a minimum of forty (40) hours of vacation during the preceding twelve months.
- 15.4** All vacations must be scheduled and approved by department heads in advance with due consideration being given to the desires of the employees and to the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.
- 15.5** Vacation leave will not be used in blocks of less than five (5) work days unless approved by the department head.
- 15.6** An employee who has completed six (6) months of employment and is terminated prior to using any or all of his or her vacation will be paid for the unused portion of the vacation time earned.
- 15.7** Employees will not accrue vacation time while on any leave of absence for a period of longer than 30 days, unless required by law.

ARTICLE 16 – FAMILY AND MEDICAL LEAVE

- 16.1** FMLA/OFLA Leave. The City will provide family and medical leave consistent with the federal Family and Medical Leave Act and state law.
- 16.2** Availability. Unpaid leave of absence for up to 12 weeks is provided to eligible employees for certain family or medical reasons. Employees eligible for leave of absence under the Family and Medical Leave Act (“FMLA”) must have worked for the City for 12 months or more and have at least 1,250 hours of service during the 12 months immediately preceding the leave of absence. Employees may request federal Family and Medical Leave for:
- a. The addition of a child to the family through birth, adoption, or placement by foster care,
 - b. A serious health condition of the employee’s spouse, child or parent,
 - c. A serious health condition that prevents an employee from performing his or her job.
- 16.3** Pregnancy Related Leave. An employee with a pregnancy-related disability may be provided with a leave of absence for an additional 12 weeks if she is sick or temporarily disabled by pregnancy. This pregnancy-disability leave is in addition to Federal Family and Medical Leave. To be eligible for such leave, an employee must have worked an average of 25 hours per week during the preceding six months.
- 16.4** Leaves are Concurrent. Any leave, including paid leave, taken for an FMLA- or OFLA-covered reason will run concurrently with FMLA/OFLA leave. Unpaid leaves will run concurrently with unpaid FMLA/OFLA leave where allowed by law. Vacation and accrued sick leave must be substituted for unpaid FMLA/OFLA leave where allowed by law and will not extend the FMLA or OFLA leave entitlement.
- 16.5** Reasonable Notice Required. Employees must give the City thirty (30) days’ notice of the need for leave when it is foreseeable. An employee must make a reasonable effort to schedule treatment for serious health conditions in a manner that does not unduly disrupt business operations.
- 16.6** Medical Certification. The City may require a medical certification of serious health conditions and may require recertification from the employee’s health care provider and second and third opinions from an independent health care provider where appropriate and allowed by law. The City will pay the cost of all second and third medical opinions. The City will require employees returning from leave for their own serious health condition to provide a certification of fitness to return to work.
- 16.7** Intermittent Leave. Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available, employees may, at the City’s discretion, be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave.
- 16.8** Leave Calculation Year. The leave calculation year for FMLA/OFLA leave is 12 months starting with the first day leave is taken by the employee (12 month looking forward method).

ARTICLE 17 – SICK LEAVE

- 17.1** Accrual. In order to minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the City provides regular full-time employees with eight (8) hours of accumulated sick leave per month. (Accrual shall begin during the probationary period for those hired to become regular full-time employees upon successful completion of the probationary period.) The City of Stayton will follow and remain compliant of all Federal and State Sick Leave requirements.
- 17.2** Part-time employees regularly working twenty-five (25) or more hours per week (20 or more hours per week for library employees) will earn sick leave at a rate proportionate to the minimum number of hours the employee is normally scheduled to work.
- 17.3** Sick leave will be calculated as follows: employees hired on the first day of the month through the 14th day of the month begin earning sick leave that effective the first of that month; employees starting on the fifteenth day of the month through the end of the month begin earning sick leave the following month).
- 17.4** Employees are eligible to use sick leave for the following reasons:
- a. Personal illness or physical disability. Illness requiring more than three (3) consecutive days off requires a doctor's release to return to work.
 - b. Quarantine of an employee by a physician for non-occupationally related disability.
 - c. Illness in the employee's immediate family when the employee is needed to care for a dependent living in the employee's household.
 - d. Medical or dental appointments which cannot be scheduled outside regular workday hours.
 - e. Disability or illness caused by pregnancy will be treated in the same manner as any other temporary physical condition requiring time off.
 - f. Funeral Attendance: The employee must actually attend the funeral. Sick leave will be granted as per the following provisions.
 - i. Up to five (5) days if the relative's designation is father, mother, wife, husband, brother, sister, daughter, son, and having one parent in common; and those relationships general called "step." Providing persons in such relationships have lived or have been raised in the family home and have continued an active relationship.
 - ii. Up to three (3) days for relatives such as first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.
 - iii. Up to one (1) sick day will be granted to attend other funeral services.
 - iv. Any additional bereavement leave must be charged to vacation.
- 17.5** Employees will be charged sick leave on the basis of one (1) sick leave hour for each duty hour absent.

- 17.6** Notification of Inability to Work: Employees who are unable to report to work due to personal or dependent illness or injury must contact the immediate supervisor on or before scheduled starting time via phone, voicemail, or email. If an employee becomes sick during the day, the supervisor or designee must be directly notified before the employee leaves work. When sick leave is taken to care for a dependent, the City expects that other care arrangements will be made as soon as possible, except where leave for dependent care purposes is provided for by family leave laws and employee is eligible for such leave. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy if the need for the leave is unanticipated.
- 17.7** An employee who uses two (2) working days or less of sick leave, during a calendar year will be credited with a bonus of eight (8) hours of pay at the employee's regular rate of pay.
- 17.8** Unused sick leave benefits may accumulate from year to year to a maximum of six hundred (600) hours. Employees who had accumulated more than four-hundred and eighty (480) hours as July 1, 2002 will not lose any already-accumulated hours. They will not accumulate any more hours, however, unless and until they fall below the 600 hour maximum, after which time they may only accumulate up to the 600 hour maximum.
- 17.9** An employee who has at least one-hundred twenty (120) hours of earned sick leave may, with the approval of the City Administrator, donate ten (10) hours' sick leave to a fellow employee twice during each calendar year, provided that the two donations may not be to the same individual. The Administrator's determination will be based on his judgment of the need of the individual to receive such sick leave, and his decision is not subject to appeal.
- 17.10** Employees are not paid for unused sick leave upon employment termination.
- 17.11** Concurrent Leaves: Sometimes more than one type of leave may apply to a situation. Where allowed by federal or state law, leaves will run concurrently. This means that sick leave, workers' compensation leave, leave as a reasonable accommodation for a qualified individual with a disability, FMLA/OFLA leave, unpaid leaves of absence, may all run concurrently and be counted against the employee's family medical leave entitlement. The City may designate any type of leave as FMLA/OFLA leave if the leave is used for a FMLA/OFLA purpose covered by the FMLA and/or OFLA.
- 17.12** Medical Certification: An employee on sick leave that is running concurrently with another type of leave, for example, FMLA leave or personal leave, must provide the medical certification required for any and all applicable types of leave.
- 17.13** Employees will not accrue sick leave while on any leave of absence for a period of longer than 30 days, unless required by law.

ARTICLE 18 – JOB CLASSIFICATIONS AND WAGES

- 18.1** Wages. Employees shall be compensated in accordance with the job grade and salary range chart attached to this Agreement and marked as Addendum "A". Regular part-time and temporary or seasonal employees shall be compensated for wages in accordance with the hourly rate derived from the salary schedules set forth in this contract.
- 18.2** Wages for New Positions. In the event a new position is created, the City will establish the wage for the new position and notify the Union.
- 18.3** Wage Advancement.
- a. Upon completion of six months of employment, employees eligible for retirement benefits shall be granted a one-time six percent (6%) salary increase for the purpose of offsetting subsequent payroll deductions for retirement plan contributions.
 - b. Upon the City's determination that an employee has successfully completed his/her probationary period, the employee may be granted an annual step increase on their first anniversary date (measured as one full year of service following date of hire).
 - c. Permanent employees, except those who have reached the top salary step for their classification, may be granted an annual step increase on subsequent anniversary dates (measured as each subsequent full year of service following employee's hire date or date of subsequent promotion, i.e., a promotion will result in a new anniversary date) if they receive a performance rating of at least satisfactory, as reflected in a performance appraisal completed by the employee's supervisor.

Employees who have reached the top salary step for their classification shall continue to be subject to annual performance appraisals as a measure of the employee's ongoing performance and as an opportunity to refresh the employee's and supervisor's mutual understanding of the supervisor's performance expectations.
 - d. All salary step increases are discretionary, are subject to availability of funds, and must be recommended by the employee's supervisor and/or Department Head and approved by the City Administrator. Annual evaluations shall be done on a timely basis. When an evaluation is not accomplished by an employee's anniversary date, any merit increase granted to the employee shall be retroactive to the employee's anniversary date. Denial of a merit increase shall not be arbitrary or capricious. Whenever possible, an employee shall be made aware of performance deficiencies upon which a merit increase may be denied and, whenever possible, given an opportunity to correct the deficiency prior to the annual review.

- 18.4** Pay for Temporary Change in Job Grade. Each employee shall be paid at the regular rate of pay for their job grade for all work done, except as follows:
- a. Any employee working out of class at a higher grade job than the employee's regular rating shall be paid a premium of 10% of their regular rate of pay, beginning with the first day of their working out of class.
- 18.5** Pay Period. Employees will be paid on the last day of the month. If the last day of the month, falls on a Saturday or Sunday, payday will be the preceding Friday.
- 18.6** Time Records. Time cards must serve as an accurate record of the time for which each employee is paid wages. Each employee is expected to record accurately all time spent working on City business.

ARTICLE 19 – OTHER LEAVES OF ABSENCE

- 19.1** Military Leave. The City will grant employees military leave in accordance with applicable state and federal law.
- 19.2** Witness or Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness in court, he/she will not suffer any loss and will receive his/her regular wages while serving on the jury or serving as a witness. Employees serving as jurors or as a witness will transfer to the City any payment he/she receives for the performance of this duty, except mileage reimbursement. The employee will be granted a reasonable time-off duty to serve as a witness or juror without loss of pay, earned vacation, or sick leave. This provision does not apply to any absence when the employee is a plaintiff in the litigation, or a defendant in litigation which did not arise in the course of the employee's employment and does not relate to the performance of the employee's official duties.
- 19.3** Leaves of Absence Without Pay. The City may grant a leave of absence without pay to an employee for good and sufficient reasons as determined by the City, in its sole discretion. Authorized leave of absence without pay shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned annual leave, sick leave or any other benefits during the period of authorized leave of absence. Anniversary dates for the accrual of annual leave shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status. If a leave of absence without pay is granted, the employee shall not accumulate seniority during such absence, will receive no benefits during such absence, and may be reinstated upon return to work from the leave of absence without pay subject to the following:
- a. An employee must have exhausted all applicable paid leaves (sick leave, vacation leave, etc.) prior to being eligible to request a leave of absence without pay; and
 - b. Subject to the City's prior approval, a leave of absence without pay may be for up to twelve (12) months. An employee who is permitted by the City to return to work from a leave of absence without pay shall report to work within 24 hours of the final date of the leave or be subject to termination; and
 - c. If the City approves a leave of absence without pay, approval shall be in writing and shall indicate the starting date and ending date of such leave of absence without pay; and
 - d. The employee's return to work is subject to the City's approval based on the City's sole assessment of availability of positions, work load, service needs, budget constraints and changes in work.

ARTICLE 20 – POLICIES OF GENERAL APPLICATION

The City shall have the right to adopt a “Uniform Personnel Policy and Procedure” document applicable to the bargaining unit which provides for personnel policies not inconsistent with those policies in this Agreement which constitute mandatory subjects of bargaining. If any part of the Uniform Policy conflicts with this Agreement, this Agreement shall prevail until the parties have bargained concerning the subject to impasse or agreement.

20.1 Drug Testing. The City may adopt and enforce a drug testing policy, which may include reasonable suspicion, pre-employment, follow-up and return-to-work drug and/or alcohol testing. Employees possessing a CDL will also be subject to random and post-accident testing in accordance with DOT regulations. The parties agree that such policy will provide for an opportunity to continue working following a first positive drug or alcohol test, provided the employee complies with the policy’s requirements for continued employment, and that it will provide for immediate termination of employment upon a second positive drug or alcohol test.

20.2 Job Vacancy, Job Posting, Promotions. Employees covered by this Agreement may apply for available positions. Job announcements will be posted in the affected department and on a central bulletin board when a job vacancy or new position becomes available and will reflect, at a minimum:

- a. The department where the opening exists, contact person and telephone number;
- b. Classification specifications and required qualifications (i.e., education, training, skills, experience);
- c. Job title;
- d. Salary range;
- e. Opening and closing date;
- f. Date posted.

It is the City's right and option to determine whether or not to fill a vacant position, and the manner of filling the position. Job announcements will be posted for a minimum of a five (5) work day period. The City has the right to implement outside postings and advertise concurrent with bargaining unit postings.

Any employee or outside applicant applying for a posted position shall comply with the selection process established by the City and complete an employment application form. This application will be submitted to the City Administrator. Requirements for the position must be met as described in the appropriate job announcement.

The City shall have the right to select the individual for the available position, whether it be a current employee or an outside applicant. The City shall make the sole determination taking into consideration knowledge, skill, ability, past performance, experience and competence. Changes from a higher to a lower job classification may be made at the request of an employee with the approval of the person responsible for the supervision over them and the Department Head.

- 20.3** Trial Service Period. A regular employee who is promoted or transferred to another position, shall serve a six (6) month trial service period to demonstrate their fitness to perform the duties of the new position. Should a regular employee who has been promoted within a department fail to qualify for the higher classification or should they decide they do not want the job, the employee shall be returned to their previous job within the department within six (6) months of accepting the position.
- 20.4** Uniforms. The City will provide employees with uniforms if such uniforms are required by the City, provided, however, that the maximum expenditure for such uniforms shall be \$450 per employee, per year. The \$450 maximum shall not include rain gear or safety glasses for public works employees, which also shall be provided by the City
- 20.5** Certifications and Licenses. The City shall pay for all fees associated with the maintenance of licenses or certifications which are a condition of employment with the City, including CDLs, and the physical exams associated with CDLs, provided, however, that if health insurance covers the physical exam, the City will pay only the employee's actual out-of-pocket expense for the CDL physical exam.

ARTICLE 21 – ON-CALL AND CALL-BACK PAY

This Article 21 shall apply to Public Works employees only.

- 21.1** Public Works field employees shall forego the carrying of their pager. In place of carrying the pager the department shall formulate a rotating list by inverse seniority to be called out in case of emergencies. Employees shall be paid time and ½ their normal rate of pay for all hours worked when they respond to an after-hour problem with a minimum two (2) hour call out.
- 21.2** Wastewater treatment facility employees will rotate on-call duty and carry a cellphone for after hour emergencies. The phone duties shall be assigned and rotated for 7 days per week. The designated employees will respond to after-hour emergencies. Employees will be compensated \$30.00 per day for each day they carry the phone plus time and ½ their normal rate of pay for all hours worked when they respond to after-hours problems with a minimum two (2) hour call-out.
- 21.3** Employees carrying a cellphone as described in Sections 21.2 above may take a service truck home for the duration of the time they are scheduled to carry the cellphone and live within twenty five (25) miles of the City Limits, or at the discretion of the City Administrator.
- 21.4** Public Works employees who take City vehicles home after-hours shall not use the City vehicles for personal business.
- 21.5** When the on-call person receives a call, they will respond to the emergency within twenty (20) minutes of the page.

ARTICLE 22 – NON-DISCRIMINATION

- 22.1** Union Activities. The City and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union, including membership or non-membership in the Union.
- 22.2** Protected Classifications. The parties agree not to discriminate against any employee due to race, color, national origin, religion, age, sex, sexual orientation, marital or family status, or disability which may be accommodated reasonably.

ARTICLE 23 – COMPLETE AGREEMENT

All employee rights and benefits shall be limited to the express terms of this Agreement. The parties agree that upon the effective date of this Agreement, all prior practices, understandings, grievance settlements, side letters, and any department agreements shall be null and void, whether written or oral. Any new agreements must be in writing and signed by both parties.

ARTICLE 24 – BARGAINING UNIT WORK

The parties agree that no work “belongs” to any particular classification, or to the bargaining unit. Nothing in this Agreement shall limit the right of any individual to perform any work duties, or limit the City’s ability to assign any individual, whether inside or outside the bargaining unit, to perform any duties whatsoever.

ARTICLE 25 – SAVINGS CLAUSE

All expenditures and obligations imposed hereunder must meet requirements of Oregon law, and if applicable, Federal Law. This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the City within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Oregon. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 26 – SAFETY

- 26.1** Employee Responsibility. Every employee is responsible for safety. To achieve the City goal of providing a safe workplace, everyone must be safety conscious. Employees shall report unsafe or hazardous conditions directly to a supervisor immediately. Employees will participate in all required safety training programs offered by the City.
- 26.2** Management Responsibility. The City acknowledges the importance of providing a safe workplace. The City will follow all applicable state and federal laws related to workplace safety, including maintaining a safety committee in accordance with state law.

ARTICLE 27 – HEALTH AND WELFARE

- 27.1** Health Benefits. The City retains the right to change insurance carrier, and/or plan features, if premium increases in the current plans make such action appropriate, or for any other legitimate business reason. The City agrees that in the event that it determines that such changes are necessary, it will make every effort to continue to offer medical plans with benefits. In the event that the City determines that a change in carrier or plan features becomes necessary under this provision, it will notify the Union of the proposed change(s) and discuss same. The parties acknowledge that they do not have control over tier structure or the plan year configuration of the insurance provider, but do recognize the potential duty to bargain significant impacts caused by such changes.

The City shall agree to fund the existing (HRA VEBA) accounts each year. Regular Part-time employees with City medical plan coverage, HRA/VEBA contribution paid by the City will be based on the pro-rated benefit outlined in Article 2.2. Employee contributions in future years shall increase by an amount equal to 25% of any premium increases.

- 27.2** Life Insurance. The City shall provide life insurance coverage for each employee in the amount of \$10,000, and shall provide coverage for employees' insured dependents in the amount of \$10,000, both at no cost to the employee.

- 27.3** Retirement. The City shall continue the retirement plan in effect as of July 1, 2004, including employee contributions effective as of that date, provided, however that the City retains the right to change plan administrator and/or plan features, if actuarial valuations or changes in the law make such action appropriate, or for any other legitimate business reason. The City agrees that in the event that it determines that such changes are necessary, it will make every effort to offer substantially equivalent benefits.

In the event that the City determines that a change in the plan is necessary, it will notify the Union of the proposed change(s) and bargain with the Union over the impact of such change(s), upon request from the Union. In the event that the City determines that a change in plan or plan administrator is necessary, the City shall arrange a presentation to employees to explain the change(s) and answer questions.

Notwithstanding the foregoing, the City retains the right to make fiduciary decisions regarding the plan consistent with the plan documents.

Any changes to the plan will apply to all plan participants.

Any plan document changes shall be provided to the Union.

- 27.4** Other Benefit Plans. The City shall continue all other current Benefit Plans, all of which are made available to City employees at the employee's own cost, and with no cost to the City. The City shall continue the foregoing plans as long as the plans are available, and as long as there is no cost to the City to continue those plans. In the event that one or more of the foregoing plans is no longer available, and/or is no longer available at no cost to the City, the City will notify the Union.

ARTICLE 28 – WAGE SCALE and COLA

Note: Rate of Progression Step increments is 5%

- 28.1** Advancement from one step to the next shall be in accordance with Section 18.3 (B) and (C) of the Collective Bargaining Agreement.
- 28.2** Cost-of-living adjustment (COLA). Effective July 1, 2016 and July 1, 2017, the COLA shall be based on the all-US CPI-W over the prior twelve month period beginning May 1st and ending April 30th, with a minimum of 1% and a maximum increase of 2% in each year. The wage adjustments effective July 1, 2018 shall be determined by the parties in a limited wage re-opener negotiation to determine wage adjustments and other issues related to the implementation of the wage/total compensation comparability study which the City will conduct prior to that time.

ARTICLE 29 – WAGE/TOTAL COMPENSATION COMPARABILITY

- 29.1** The City of Stayton and AFSCME agree that a Total Compensation Wage Study is a priority and needs to be performed for all paid City of Stayton positions, exempt and non-exempt. Recognizing that emergent needs can shift focus and resources, the City agrees to make a good-faith effort to adhere to the following timeline:
- a. The parties agree that updated and correct position descriptions must be in place prior to beginning the study. The position descriptions update will be completed by April 1, 2017.
 - b. A vendor will be selected by August 1, 2017. The City will involve AFSCME in the selection of an organization/vendor to complete the study, input on which cities will be used for comparability and access to the final Total Compensation Wage Study. The goal is to have the study completed by March 1, 2018.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2017.

THE CITY OF STAYTON, OREGON

COUNCIL 75, AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES

By: _____
Henry A. Porter, Mayor

By: _____
Diane Lovell, Council 75

By: _____
Keith D. Campbell
City Administrator

By: _____
Joshua Summerlin
President Local 3222

Attest: _____
Deputy City Recorder
Alissa Angelo

By: _____
Bargaining Team Member



CITY OF STAYTON
M E M O R A N D U M

TO: Mayor A. Henry Porter and the Stayton City Council

FROM: Andy Parks, Finance Consultant

DATE: June 5, 2017

SUBJECT: Resolution No. 956 and Resolution No. 957, Certifying Eligibility and Electing to Receive State Revenue Sharing Funds

ISSUE

Compliance with Oregon Revised Statutes in order to receive State Shared Revenues.

STAFF RECOMMENDATION

Staff recommends that Council approve Resolution No. 956, certifying the City's eligibility to receive state-shared revenues and Resolution No. 957, electing to receive these funds.

BACKGROUND INFORMATION

ORS 221.760 provides that cities located within a county having more than 100,000 inhabitants must provide four or more of the following municipal services to be eligible to receive state-shared revenues:

- Police protection
- Fire protection
- Street construction, maintenance, and lighting
- Sanitary sewers
- Storm sewers
- Planning, zoning, and subdivision control
- One or more utility services

Resolution No. 956 certifies the City's eligibility to receive state-shared revenues.

ORS 221.770 requires cities to annually pass a resolution requesting state revenue sharing money. Resolution No. 957 declares the City's election to receive state revenues. Along with

this resolution, we also certify, on a state provided form, attested to by the Deputy City Recorder, the two required public hearings were held.

FACTS AND FINDINGS

On May 8, 2017, a public hearing was held at the budget committee meeting to receive citizen input on possible uses of revenue sharing funds. Earlier this evening, a public hearing was held to receive citizen input on proposed uses of State Revenue Sharing funds. Oregon Revised Statutes (ORS) further require that the Council pass two separate resolutions in order to receive these funds.

FISCAL IMPACT

The FY 2017-18 budget includes estimated revenue of \$10,500 from cigarette taxes, \$110,000 from liquor taxes, \$70,000 from State revenue sharing, for a total of \$190,500 in the General Fund and \$490,000 in state gas taxes in the Street Fund. Total State shared revenues total an estimated \$680,500. The monies received in the General Fund are budgeted for police, planning, and other governmental services, while the monies in the Street Fund are restricted to street maintenance.

OPTIONS

1. Approve the attached Resolutions to comply with State Revenue Sharing Law and be eligible to receive these funds
2. Not approve the attached Resolutions to comply with State Revenue Sharing Law and be ineligible to receive these funds

MOTION(S)

For Option 1: Offer a motion to approve Resolution No. 956, Certifying the City of Stayton's Eligibility to Receive State-Shared Revenues by Providing the Necessary Municipal Services.

Offer a motion to approve Resolution No. 957, Declaring the City's Election to Receive State Revenues.

For Option 2: No motion necessary.

RESOLUTION NO. 956

A RESOLUTION CERTIFYING THE CITY OF STAYTON'S ELIGIBILITY TO RECEIVE STATE-SHARED REVENUES BY PROVIDING THE NECESSARY MUNICIPAL SERVICES

WHEREAS, ORS 221.760, Section 1., provides that the officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820, and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1. Police protection
2. Fire protection
3. Street construction, maintenance, and lighting
4. Sanitary sewers
5. Storm sewers
6. Planning, zoning, and subdivision control
7. One or more utility services

WHEREAS, City officials recognize the desirability of assisting the state office responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

NOW THEREFORE, be it resolved by the Stayton City Council that the City of Stayton hereby certifies that it provides the following municipal services enumerated in Section 1, ORS 221.760:

1. Police protection
2. Street construction, maintenance, and lighting
3. Sanitary sewers
4. Storm sewers
5. Planning, zoning, and subdivision control
6. Water utility service

APPROVED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF JUNE, 2017.

CITY OF STAYTON

Date: _____

By: _____
Henry A. Porter, Mayor

Date: _____

Attest: _____
Keith D. Campbell, City Administrator

APPROVED AS TO FORM

David A. Rhoten, City Attorney

RESOLUTION NO. 957

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES

WHEREAS, revenue sharing statutes require that a city may not be included in apportionments or receive distributions of State Revenue Sharing unless it elects to receive distributions by enactment of an ordinance or resolution expressing that election;

WHEREAS, a public hearing before the Budget Committee was held on the 8th day of June, 2017 and a public hearing before the City Council was held on the 5th day of June, 2017, giving the citizens an opportunity to comment on use of State Revenue Sharing.

NOW THEREFORE, be it resolved by the Stayton City Council that, pursuant to ORS 221.770, the City of Stayton hereby elects to receive state revenues for the 2017-2018 fiscal year.

APPROVED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF JUNE, 2017.

CITY OF STAYTON

Date: _____

By: _____
Henry A. Porter, Mayor

Date: _____

Attest: _____
Keith D. Campbell, City Administrator

APPROVED AS TO FORM

David A. Rhoten, City Attorney



CITY OF STAYTON
M E M O R A N D U M

TO: Henry A. Porter and the Stayton City Council
FROM: Andy Parks, Finance Consultant
DATE: June 5, 2017
SUBJECT: Resolution No. 958, Adopting the 2017-18 City Budget, making appropriations and levying property taxes for the fiscal year.

ISSUE

Resolution No. 958 Adopting the Budget, Making Appropriations and Levying Property Taxes for Fiscal Year 2017-2018.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 958 as presented or as may be amended.

BACKGROUND INFORMATION

On May 8, 2017, the City of Stayton Budget Committee approved a City Budget for Fiscal Year 2017-2018, including levying the City's established permanent tax rate of \$3.328/\$1,000 of assessed value and a local option property tax at the rate of \$0.60/\$1,000 as approved by Stayton voters on May 17, 2016.

Scheduled at the beginning of this meeting is a public hearing before the Stayton City Council, as required by Oregon Budget Law, to receive public input regarding the Budget as approved by the Budget Committee.

Local Budget Law allows the governing body to make changes to the Approved Budget during adoption, as long as the estimated appropriations in a fund are not changed by more than \$5,000 or 10 percent of the appropriation, whichever is greater.

FACTS AND FINDINGS

In the time since the Budget Committee approved the budget staff is recommending two amendments in four funds, each within the limitations established by Oregon Budget Law:

1. Adjust Transfers - \$11,200
 - a. An error in the budget document resulted in transfers between funds being overstated by \$11,200. To correct the error, the following changes are needed:
 - i. Reduce transfers by \$2,300 in the Street Fund, increase contingency by \$2,300
 - ii. Reduce transfers by \$2,300 in the Library Fund, increase contingency by \$2,300
 - iii. Reduce transfers by \$3,400 in the Water Fund, increase unappropriated amount by \$3,400, and
 - iv. Reduce transfers by \$3,200 in the Wastewater Fund, increase unappropriated by \$3,200.

The net change to the total budget is \$0.

2. Stayton voters passed Measure 24-419 – Stayton Gas tax. The estimated annual revenue is \$160,000. The budget is amended up to the limits of local budget law, which allow an increase of less than ten percent (<10%) to the approved budget by the City Council.
 - a. Increase capital outlay \$149,000 (9.999% of Street Fund approved budget)

The recommended amendments to the approved budget are included in the proposed resolution.

Additionally, any changes deemed appropriate as a result of public testimony received at the Public Hearing on the 2017-2018 City Budget, held earlier this evening, should also be made at this time.

The Budget Committee approved levying the full amount of the City's general tax rate of \$3.2810 and the voter approved special levy of \$0.60 per thousand of assessed value.

FISCAL IMPACT

Total City Budget is \$22,471,756, with total appropriations of \$19,295,145, and a General Fund Budget of \$4,838,250.

OPTIONS

1. Adopt the 2017-2018 Budget as presented.
2. Adopt the 2017-2018 Budget with further specific amendments.

MOTION

Offer a motion to approve Resolution No. 958, Adopting the 2017-2018 Budget, Making Appropriations for the 2017-2018 Fiscal Year and Levying Taxes for the Fiscal Year (either as presented or as further specifically amended).

RESOLUTION NO. 958

A RESOLUTION ADOPTING THE 2017-2018 BUDGET, MAKING APPROPRIATIONS AND IMPOSING AND CATEGORIZING AD VALOREM TAXES FOR THE 2017-18 FISCAL YEAR

WHEREAS, the City Budget Officer prepared the proposed budget for the City of Stayton for the 2017-18 fiscal year commencing July 1, 2017;

WHEREAS, the proposed budget was approved by the Budget Committee on May 8, 2017;

WHEREAS, there are changes to the approved budget as follows; correcting the amounts of transfers totaling \$11,200 including reductions of \$2,300 in the Street Fund, \$2,300 in the Library Fund, \$3,400 in the Water Fund and \$3,200 in the Wastewater Fund. The contingency amount in the Street and Library funds are increased by \$2,300 each. The unappropriated amount in the Water Fund is increased \$3,400 and \$3,200 in the Wastewater Fund. The passage of Measure 24-419 May 16, 2017 – Stayton Gas tax on motor fuels will provide an estimated \$160,000 additional revenue in the Street Fund. An adjustment to the capital outlay appropriation of \$149,000 (9.999% of the approved budget) is included. All changes are less than ten percent (10%) of their respective funds;

WHEREAS, the Stayton City Council held a public hearing for the approved budget to receive comments from citizens; and,

WHEREAS, the Stayton City Council has considered the public testimony received.

NOW, THEREFORE, BE IT RESOLVED that that the Stayton City Council hereby:

1. Adopts the budget for fiscal year 2017 – 2018, beginning July 1, 2017 in the total amount of \$22,471,756 and makes the following appropriations:

Fund/Program/Organization Unit/Object Classification	Approved Budget	Change	Amended Budget
General Fund			
Police	\$ 2,177,200	\$ -	\$ 2,177,200
Planning	251,250	-	251,250
Community Center	62,300	-	62,300
Municipal Court	101,500	-	101,500
City Council and Administration	1,070,100	-	1,070,100
Non-departmental (Operations)	-	-	-
Street Lights	117,000	-	117,000
Transfers	619,100	-	619,100
Contingency	439,800	-	439,800
Total	\$ 4,838,250	\$ -	\$ 4,838,250
Street Fund			
Personnel	\$ 95,600	\$ -	\$ 95,600
Materials and Services	206,300	-	206,300
Capital Outlay	385,000	149,000	534,000
Transfers	136,500	(2,300)	134,200
Contingency	666,771	2,300	669,071
Total	\$ 1,490,171	\$ 149,000	\$ 1,639,171

Fund/Program/Organization Unit/Object Classification	Approved Budget	Change	Amended Budget
Parks Fund			
Personnel	\$ 83,500	\$ -	\$ 83,500
Materials and Services	75,500	-	75,500
Capital Outlay	145,000	-	145,000
Transfers	28,800	-	28,800
Contingency	38,700	-	38,700
Total	\$ 371,500	\$ -	\$ 371,500
Library Fund			
Personnel	\$ 338,200	\$ -	\$ 338,200
Materials and Services	128,500	-	128,500
Capital Outlay	50,000	-	50,000
Transfers	28,800	(2,300)	26,500
Contingency	68,831	2,300	71,131
Total	\$ 614,331	\$ -	\$ 614,331
Pool Fund			
Personnel	\$ 273,000	\$ -	\$ 273,000
Materials and Services	\$ 149,300	\$ -	\$ 149,300
Capital Outlay	-	-	-
Transfers	7,500	-	7,500
Contingency	69,717	-	69,717
Total	\$ 499,517	\$ -	\$ 499,517
Water Fund			
Personnel	\$ 426,300	\$ -	\$ 426,300
Materials and Services	513,900	-	513,900
Capital Outlay	265,000	-	265,000
Transfers	445,900	(3,400)	442,500
Debt Service	330,900	-	330,900
Contingency	277,900	-	277,900
Total	\$ 2,259,900	-\$ 3,400	\$ 2,256,500
Wastewater Fund			
Personnel	\$ 533,100	\$ -	\$ 533,100
Materials and Services	982,960	-	982,960
Capital Outlay	765,000	-	765,000
Transfers	413,600	(3,200)	410,400
Debt Service	825,600	-	825,600
Contingency	512,200	-	512,200
Total	\$ 4,032,460	-\$ 3,200	\$ 4,029,260
Stormwater Fund			
Personnel	\$ 41,200	\$ -	\$ 41,200
Materials and Services	71,800	-	71,800
Capital Outlay	45,000	-	45,000
Transfers	94,900	-	94,900
Debt Service	25,070	-	25,070
Contingency	70,470	-	70,470
Total	\$ 348,440	\$ -	\$ 348,440
Stormwater Construction Fund			
Materials and Services	\$ 50,000	\$ -	\$ 50,000
Capital Outlay	500,000	-	500,000
Total	\$ 550,000	\$ -	\$ 550,000
System Development Charge Funds			
Materials and Services	\$ 275,000	\$ -	\$ 275,000
Transfers	210,000	-	210,000
Contingency	1,395,410	-	1,395,410
Total	\$ 1,880,410	\$ -	\$ 1,880,410
Public Works Administration Fund			
Personnel	\$ 334,200	\$ -	\$ 334,200
Materials and Services	81,300	-	81,300
Transfers	75,000	-	75,000
Contingency	144,716	-	144,716
Total	\$ 635,216	\$ -	\$ 635,216

Fund/Program/Organization Unit/Object Classification	Approved Budget	Change	Amended Budget
Facilities Fund			
Personnel	\$ 12,500	\$ -	\$ 12,500
Materials and Services	25,000	-	25,000
Transfers	100,000	-	100,000
Contingency	475,137	-	475,137
Total	\$ 612,637	\$ -	\$ 612,637
Vehicle Replacement Internal Services Fund			
Transfers	\$ 600,000	\$ -	\$ 600,000
Contingency	419,913	-	419,913
Total	\$ 1,019,913	\$ -	\$ 1,019,913
Total appropriations, All Funds	\$ 19,152,745	\$ 142,400	\$ 19,295,145
Total unappropriated and reserve amounts, All Funds	3,170,011	6,600	3,176,611
Total Budget	\$ 22,322,756	\$ 149,000	\$ 22,471,756

2. Imposing and Categorizing Ad Valorem Property Taxes. The following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the City for tax year 2017-2018:

- a) At the rate of \$3.3280 per \$1,000 for permanent rate tax.
- b) At the rate of \$0.6000 per \$1,000 for voter approved local option tax levy.

3. Categorizing the Taxes. The taxes imposed are hereby categorized for the purposes of Article XI section 11b as:

Subject to the General Government Limitation	Excluded from Limitation
Permanent Rate Tax..... \$3.3280 / \$1,000	
Local Option Tax \$0.6000 / \$1,000	
<i>(Approved May 15, 2012)</i>	

APPROVED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF JUNE, 2017.

Date: _____

By: _____
Henry A. Porter, Mayor

Date: _____

Attest: _____
Keith D. Campbell, City Administrator

APPROVED AS TO FORM

David A. Rhoten, City Attorney



CITY OF STAYTON
M E M O R A N D U M

TO: Henry A. Porter and the Stayton City Council
FROM: Andy Parks, Finance Consultant
DATE: June 5, 2017
SUBJECT: Resolution No. 959 - Fiscal Year 2016-17 Budget appropriation transfers.

ISSUE

Resolution No. 959 fiscal year 2016-17 budget appropriation transfers.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 959 as presented.

BACKGROUND INFORMATION

Local Budget Law allows the governing body to make changes to the Adopted Budget during the fiscal year to address unforeseen items during the year. The changes are allowed via resolutions so long as the adjustments in a fund are not changed by more than \$5,000 or 10 percent of the total fund, whichever is greater.

FACTS AND FINDINGS

Included in the Budget Committee approved budget were estimated expenditures that require budget amendments, each within the limitations established by Oregon Budget Law:

1. Expenditures in General Fund City Council and Administration are projected to exceed the appropriation by \$45,000. The estimated expenditures include approved legal expenses for a continuing land use case. (\$200,000 estimated actual compared to \$106,500 original budget).

The proposed budget adjustment is to increase appropriations in General Fund City Council and Administration by \$45,000 and reduce the contingency appropriation by \$45,000.

2. Materials and services expenditures in the Library Fund are estimated to exceed the approved budget by approximately \$5,000 - \$10,000 due to unexpected building maintenance items.

The proposed budget adjustment is to increase the materials and services appropriation by \$10,000 and reduce the appropriation for personnel by \$10,000.

3. Materials and services expenditures in the Parks Fund are estimated to exceed the approved budget by approximately \$10,000 - \$15,000 due to several instances where budgeted amounts were insufficient for actual costs; electricity, parks maintenance, vehicle repair, insurance. This is in part attributable to the previous practice of distributing costs across several funds, with no clear concise means to know costs for budgeting purposes. This practice has been changed so that costs are in one fund.

The proposed budget adjustment is to increase the materials and services appropriation by \$15,000 and reduce the appropriation from capital outlay by \$15,000.

4. Personnel expenditures in the Street Fund are expected to exceed the appropriation by approximately \$2,000 - \$4,000. This is due to a change in health care plans from original budget.

The proposed budget adjustment is to increase the personnel appropriation by \$4,000 and reduce contingency by \$4,000.

5. Personnel expenditures in the Pool Fund are expected to exceed the appropriation by approximately \$4,000. This is due the City taking over operations of the pool facility July 1, 2017 and hiring staff to begin preparations for the change. Additionally, unexpected equipment purchases were needed during the year that cost \$11,200.

The proposed budget adjustment is to increase the personnel appropriation by \$4,000, increase capital outlay by \$11,200 and reduce contingency by \$15,200.

6. Unexpected developer reimbursements for capital construction completed during the fiscal year necessitate the need for budget adjustments in the SDC funds as follows:

- a. Water SDC – increase capital outlay \$10,000, reduce contingency \$10,000
- b. Street SDC – increase capital outlay \$35,000, reduce contingency \$35,000
- c. Stormwater SDC – increase capital outlay \$15,000, reduce contingency \$15,000

All of the proposed adjustments are within the limitations of Oregon Budget law.

FISCAL IMPACT

The fiscal impact of the budget adjustments noted above have been accounted for in the preparation of the fiscal year 2017-18 budget.

OPTIONS

1. Approve the resolution as presented.
2. Adjust year-end spending where possible to reduce over expenditure, e.g., park maintenance, mowing, etc.
3. Over expend appropriations.

MOTION

Offer a motion to approve Resolution No. 959, approving the budget transfers for the 2016- 17 Budget as presented, or as amended.

RESOLUTION NO. 959

A RESOLUTION APPROVING FISCAL YEAR 2016-2017 BUDGET APPROPRIATION TRANSFERS

WHEREAS, certain needs have arisen during the fiscal year that require adjustment to fiscal year 2016-17 budget appropriations.;

NOW, THEREFORE, BE IT RESOLVED that that the Stayton City Council hereby approves the following transfers of budget appropriations for fiscal year 2016-17:

General Fund:

	Increase	Decrease
City Council and Administration	\$45,000	
Contingency		\$45,000

The transfer is related to unexpected legal expenditures for land use related matters.

Library Fund:

Materials and Services	\$10,000	
Personnel		\$10,000

The transfer is related to unexpected and needed building repairs.

Parks Fund:

Materials and services	\$15,000	
Capital outlay		\$15,000

The transfer is related to unexpected maintenance and operating costs previously accounted for in several funds.

Street Fund:

Personnel	\$4,000	
Contingency		\$4,000

This transfer is related to unexpected changes to personnel costs during the fiscal year.

Pool Fund

Personnel	\$4,000	
Capital outlay	\$11,200	
Contingency		\$15,200

This transfer is related to the City taking over pool operations July 1, 2017, which was not anticipated when the budget was adopted. Additionally, unexpected equipment purchases were needed during the fiscal year.

Fund	Increase	Decrease
Water SDC Fund:		
Capital outlay	\$10,000	
Contingency		\$10,000
Street SDC Fund:		
Capital outlay	\$35,000	
Contingency		\$35,000
Stormwater SDC Fund:		
Capital outlay	\$15,000	
Contingency		\$15,000

The adjustments in the SDC funds are related to unexpected reimbursements due developers for construction of qualified infrastructure improvement costs.

BE IT FURTHER RESOLVED that this resolution will take effect immediately upon its passage by the City Council.

APPROVED BY THE STAYTON CITY COUNCIL THIS 5TH DAY OF JUNE, 2017.

Date: _____

By: _____
Henry A. Porter, Mayor

Date: _____

Attest: _____
Keith D. Campbell, City Administrator

APPROVED AS TO FORM

David A. Rhoten, City Attorney