



CITY OF ROGUE RIVER

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REGULAR COUNCIL MEETING THURSDAY, June 25, 2026 6:00 P.M.

This meeting is also available for attendance by phone or internet via <https://join.freeconferencecall.com/rogueriver>:
Dial-in using your phone: 1-978-990-5207
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Or visit the website: freeconferencecall.com
Enter Online Meeting ID: rogueriver

CALL TO ORDER

INVOCATION –Pastor Josh Keeton, Rogue River Calvary Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

SPECIAL ORDERS OF BUSINESS:

1. **Proclamation** Mayor presents Rooster Crow Proclamation
2. **Appointment** Consider approving the Mayor's Council Appointment to City Council

APPROVAL OF MINUTES:

3. **Minutes** Consider approving the Regular City Council Meeting Minutes from May 28, 2026.

COMMITTEE REPORTS:

Community Relations: Chamber of Commerce Liaison	(City Councilor Barb Hilty)
Community Relations: Community Center Representative	(Vacant)
Community Relations: Rogue River School District #35	(City Councilor Mark Minegar)
Community Relations: Jackson County Fire District #1	(City Councilor Grace Howell)
Emergency Communications of Southern Oregon	(City Administrator Ryan Nolan)
Finance Committee	(City Councilor Sherrie Moss)
Planning Commission Liaison	(City Councilor Barb Gregory)
Rogue Valley Area Commission on Transportation	(Mayor Pam VanArsdale)
Rogue Valley Council of Governments	(Mayor Pam VanArsdale)
Middle Rogue Metropolitan Planning Organization	(Mayor Pam VanArsdale)

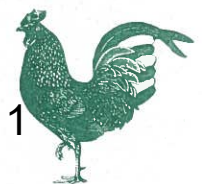
PUBLIC INPUT: Speakers will be allowed three (3) minutes



CITY COUNCIL MEETING PACKET

JUNE 25, 2026

We are an AWCDF and comply with Section 504 of the Rehabilitation Act of 1973.
"Home of the National Rooster Crowing Contest"



ORDINANCES & RESOLUTIONS:

4. Council will consider adopting Ordinance Number 26-448-O, an ordinance ratifying a collective bargaining agreement between the City of Rogue River and Teamsters Local #223 for the period ending June 30, 2026.

PUBLIC HEARINGS:

5. **FEMA** Continued public hearing from March 26, 2026, on proposed code changes related to FEMA.

EXECUTIVE SESSION – ORS 192.660 (2)(a,b,c,d,e,f,g,h,i,j,k,l,m,n,o,p,q): {As/If Required}

ADMINISTRATIVE ACTION:

6. Council convenes as the Contract Review Board to consider awarding the Small City Allotment sidewalk project for the \$250,000 grant for sidewalk and American with Disability (ADA) improvements on Pine Street (from 1st to 2nd), 1st Street (from Oak to Broadway) and Oak Street (from 1st to the 2nd).
7. Council acts as Contract Review Board to consider accepting approved proposals for tow services within the City of Rogue River.
8. Approve grant application for OR99: Depot Street project from ODOT's Carbon Reduction Program. This project (already designed) would create bicycle and pedestrian improvements from the Depot Street bridge to the north edge of the City limits along Oregon Highway 99 (Rogue River Highway).

CITIZEN-REQUESTED ITEMS:

9. **Park Use** Consider approving a park use request from the Ammerman Family Reunion for the reservation of Rooster Park on October 10, 2026.

COMMITTEE MINUTES:

10. **Tree City** Consider accepting May 14, 2026, Tree City Committee minutes.

OTHER BUSINESS:

COUNCIL MEMBER COMMENT:

MAYOR COMMENTS:

ADJOURNMENT

Public Participation: *Members of the public are welcome to attend Council meetings unless otherwise noted. Public participation by testimony or comment is only permitted on certain matters, the order and length of which shall be regulated by the Council's presiding officer. Any member of the public who fails to comply with the Council's rules of conduct or who causes a disturbance shall be asked to leave, and upon failure to do so, becomes a trespasser. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted.*

Access Assistance: *City Hall is accessible to people with disabilities. A request for an interpreter for the hearing impaired or for the other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Administrator, Ryan Nolan, in person, Monday through Thursday, between 9:00 a.m. and 5:00 p.m., or via first class mail at PO Box 1137, Rogue River, OR 97537 or electronically at rnolan@cityofrogueriver.org.*

Meeting Violation: *Written grievances regarding violations of provisions of Public Meeting Law (ORS 192.610 to 192.705) may be submitted to City Administrator, Ryan Nolan, in person Monday through Thursday, between 9:00 a.m. and 5:00 p.m., or via first class mail at PO Box 1137, Rogue River, OR 97537 or electronically at rnolan@cityofrogueriver.org.*

Invocation Policy: *Any invocation that may be offered before the official start of the City Council meeting is the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution No. 23-1408-R. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief of the City Council or the City of Rogue River. No person in attendance at this meeting is or shall be required to participate in any invocation, and the decision whether to participate will have no impact on his or her right to actively participate in the public meeting.*

If you wish to speak regarding an agenda item, please sign in before the start of the meeting.

PROCLAMATION

WHEREAS, the City of Rogue River, Oregon, known as the **“Home of the National Rooster Crowing Contest”** since 1953, has much to crow about; and,

WHEREAS, we are ready to celebrate a full weekend of activities for everyone to enjoy as expressed in this year’s theme **“Crowin’ Down The River”**; and,

WHEREAS, in the custom for the last 73 years, Roosters in the City of Rogue River will be crowin’ down the river to their hearts content on this day of the Roosters; and,

WHEREAS, we are privileged to have an amazing group of humans, the **Woodville Museum Board**, as this year’s Grand Marshals with gratitude for their decades of service exemplifying the heart, history, and community spirit that define the Rogue River Community; and,

WHEREAS, this year the Woodville Museum will be celebrating 40 years of service to our community, which will be celebrated at a very special ceremony on July 3rd at the museum from 10am to 2 pm; and,

WHEREAS, long time board members Alice Hatch and Martha Yawn have both recently passed following many years of service, this honor is also bestowed in their memories.

NOW, THEREFORE, with the power vested in me as Mayor of the City of Rogue River, Oregon, I, Pam VanArsdale, hereby proclaim the festivities officially underway and declare June 26th, 27th, and 28th as a time for people of all ages to celebrate the

73rd Annual National Rooster Crowing Contest

Weekend in the City of Rogue River, Oregon; and,

BE IT FURTHER proclaimed that the City of Rogue River, Oregon, invites all finely clad and often crowing Humans and Roosters from throughout the United States to attend this holiday in honor of Roosters.

Dated this 25th day of June 2026.

Pam VanArsdale
Mayor

Attest:

Diane Oliver
City Recorder

ROGUE RIVER CITY COUNCIL MINUTES

THURSDAY, MAY 28, 2026

CITY HALL COUNCIL CHAMBERS

CITY OF ROGUE RIVER, JACKSON COUNTY, OREGON

CALL TO ORDER The Regular Council meeting which was called to order by Mayor Van Arsdale at 6:02 P.M.

INVOCATION Pastor Larry Brons, Grace Baptist Church

PLEDGE OF ALLEGIANCE Mayor VanArsdale led the Council and audience in the Pledge of Allegiance

QUORUM **COUNCIL MEMBERS PRESENT:**

City Councilor Sherrie Moss
City Councilor Grace Howell
City Councilor Mark Minegar
City Councilor Barb Hilty
Mayor Pam VanArsdale

COUNCIL MEMBERS ABSENT:

City Councilor Barb Gregory

STAFF PRESENT:

Paige Chick, Finance Officer
Diane Oliver, City Recorder

MEDIA PRESENT:

None

A quorum was present, and due notice had been published.

APPROVAL OF MINUTES:

Move to accept the regular city council minutes of April 23, 2026, and the Special Meeting Minutes of May 7th, 2026

Motion by Councilor Minegar, seconded by Councilor Howell

Discussion on the motion, the mayor clarified a discussion that took place on April 23rds council meeting about Coyote Evans becoming a dog park; there are no future plans currently, And we have not gotten approval from Pacific Power regarding the changes we made to the

agreement. The City Council needs to discuss whether we want to improve a piece of property that does not belong to us, and where the funds will come from. We have not applied for a park fund for a long time, so it is not out of the question, we just need further discussion on this matter.

Vote: All ayes, none opposed,

Minutes of April 23, 2026, and May 7, 2026, are approved.

COMMITTEE REPORTS:

Community Relations; Chamber of Commerce Liaison: City Councilor Barb Hilty reports that meeting was held on May 21, Barb Hilty where the awards banquet plans were discussed, which is Saturday May 30th. At that banquet they will be revealing the new digital map.

Community Relations; Community Center Liaison: City Councilor Barb Gregory was not present to give a report.

Rogue River School District #35: Councilor Mark Minegar reports that a new J.R High School Social Studies teacher was hired, Blake Dowell. The High school and J.R received a grant for \$200,000.00 a year for three years for the summer school programs. Sara Wicks will be the summer program director. In FFA news in the dairy category we have three teams going to Nationals. June 6th at 10:00AM is the Highschool graduation. June 9th is the 8th grade promotion. At the Rogue River Elementary School, the bubble run fundraiser raised \$2,298.00. The top 9 students who raised the most money at that fundraiser will get to go to lunch in a limousine donated by La Guacamaya.

Community Relations: Jackson County Fire District # 1: City Councilor Grace Howell reports the meeting was on May 20th at 7:30AM. Next meeting will be held on June 10, 2026. There were seven in attendance. In the next board meeting we will discuss new meeting times. They have hired three seasonal firefighters that start in July for three months. JCFD1 had river training with other departments and that went well. Chief Hammond retires in December of 2026. He will be working from July to December to recruit a new chief. The old fire truck will be in the Rooster Crow Parade. The chief has offered board members the chance to be on board the truck for the parade. The truck will also be at the 40th anniversary party at the museum on July 3, 2026, from 10AM to 2PM. The kids will have an opportunity to take photos with the truck. Call volume at the department through April 2026 was

772 calls. Thirty-nine calls were about fires, and ambulance calls were 170.

Emergency Communication of Southern Oregon (ECSO): No report given, we will have Ryan update us at the workshop since we know he attended.

Finance Committee: City Councilor Sherrie Moss reports that between April 18th, 2026, and May 22nd, 2026, the finance committee met four times, issuing a total of eighty-seven checks and seven electronic payments totaling \$ 181, 304.14.

Planning Commission Liaison: Councilor Barb Gregory is excused from this meeting, so no report was given.

Rogue Valley Area Commission on Transportation (RVACT): Mayor Pam Van Arsdale reports there was no meeting this month.

Rogue Valley Council of Governments: Mayor Pam Van Arsdale reports they had a meeting yesterday May 27th, 2026, the highlights from that were that the Food and Friends building purchase is almost complete. They are working on finding grant opportunities for improvements to the building. The city of Central Point made a CDDG grant application for them in order to complete the commercial kitchen that is required. The finance director that they hired a year ago is leaving, so they are searching for a replacement now and have already had an interview. At the roundtable meeting everyone is working on their budgets, the Mayor of Jacksonville is back, and Pam got to see her today, and they too have a fully staffed police department, so there is talk about how they will be able to afford that through the transient tax now that the split has changed. Shady Cove thought they had a new city administrator, but that fell through.

Middle Rogue Metropolitan Planning Organization (MRMPO): Mayor Pam Van Arsdale reports there was a meeting this month and they approved the 2027-2030 transportation improvement program.

PUBLIC INPUT: Dee Copley, mentioned that the Chamber Walking Map is a prototype, so it is not 100% that will work the evening of the dinner, but we hope so!

ORDINANCES & RESOLUTIONS:

RESOLUTION To approve **Resolution 26-1472-R**, a resolution amending the City's Invocation Policy. The change proposes sending invitations to offer invocations to churches within the Rogue River School District boundary as opposed to the city limits.

Moved by Councilor Howell to approve, seconded by Councilor Moss
No discussion on the motion

Vote: Councilor Minegar, yes
Councilor Hilty, yes
Councilor Moss, yes
Councilor Howell, yes

Resolution 26-1472-R is approved and amended.

RESOLUTION To approve Resolution **26-1473-R**, a resolution adopting an AI policy for staff.

Moved by Councilor Minegar to approve, Seconded by Councilor Howell
No discussion on the motion

Vote: Councilor Minegar, yes
Councilor Hilty, yes
Councilor Moss, yes
Councilor Howell, yes

Resolution 26-1473-R- is approved.

RESOLUTION To approve Resolution **26-1474-R**, a Resolution adopting the budget, making appropriations, and levying taxes for the City of Rogue River for the 2026-2027 fiscal year. This will be based upon the assessed value of all taxable property within the district: at the rate of \$3.1492 per \$1000 of assessed value for the permanent rate tax; and in the amount of \$112,200 for general obligation bonds.

Moved by Councilor Hilty to approve, Seconded by Councilor Moss

discussion on the motion from Paige Chick our Finance Officer to explain that the budget notice that was printed and published in the Rogue River Press had a couple of errors. She showed the council how the errors occurred based on how our accounting program organizes the types of accounts we use. The totals are the same, but we did switch shift numbers unwittingly in that notice, so she wanted

to say aloud what those are. Where debt service was listed as \$2.8 million dollars, it is really \$253,000.00. Interfund transfers were noticed at \$715,000.00 but really are \$856, 000.00. Contingencies were listed at \$496,546.00 but really is \$715, 487.00. Special payments were listed at \$253,000.00 but we have none. The unappropriated ending balance and reserved for future expenditure amount was noticed at \$856,410.00 but in fact is \$3,374,301.66, same total amount, same amounts that were proposed to the budget committee and approved by them, have not changed. Our budget is exactly as proposed. So, it is just the way it got noticed, it shifted the columns, but the numbers are the same.

As listed in Accounting program			First three Expense types presented correctly		
			As expected in LB-1		
Personnel Services	E1	2,674,949	Personnel Services	E1	2,674,949
Materials and Services	E2	1,996,286	Materials and Service	E2	1,996,286
Capital Outlay	E3	7,092,427	Capital Outlay	E3	7,092,427
Reserves	E4	2,877,756	Debt Service	E7	253,087
Contingency	E5	715,486	Interfund Transfers	E8	856,410
Unappropriated Ending Balance	E6	496,546	Contingencies	E5	715,487
Bond & Interest Payments; Debt	E7	253,087	Special Payments	n/a	0
Interfund Transfers Out	E8	856,410	Unappropriated Ending Balance and Reserved for Future Expenditure	E4+E6	3,374,301.66
		16,962,947	Showing LB1 Error		16,962,947

Vote: Councilor Minegar, yes
Councilor Hilty, yes
Councilor Moss, yes
Councilor Howell, yes

Resolution 26-1474-R is approved.

Resolution

To approve Resolution 26-1475-R, a Resolution certifying municipal services provided by the City of Rogue River for the 2026-2027 fiscal year.

Moved by Councilor Moss to approve, Seconded by Councilor Minegar

discussion on the motion explaining to the member of the audience that it may seem like the council is making these decisions quickly, however we have worked on all of these resolutions in our workshops prior to this evening's meeting.

Vote: Councilor Minegar, yes
Councilor Hilty, yes
Councilor Moss, yes
Councilor Howell, yes

Resolution 26-1475-R is approved.

Resolution To approve Resolution 26-1476-R, a Resolution declaring the City's election to receive state revenue sharing funds for the 2026-2027 fiscal year.
Moved by Councilor Howell to approve, Seconded by Councilor Minegar

No discussion on the motion

Vote: Councilor Minegar, yes
Councilor Hilty, yes
Councilor Moss, yes
Councilor Howell, yes

Resolution 26-1476-R is approved.

Resolution To approve Resolution 26-1477-R, A Resolution authorizing funds used in the financial management of the City of Rogue River for the 2026 2027 fiscal year.

Moved by Councilor Minegar to approve, seconded by Councilor Moss

No discussion on the motion

Vote: Councilor Minegar, yes
Councilor Hilty, yes
Councilor Moss, yes
Councilor Howell, yes

Resolution 26-1477-R is approved.

Mayor Pam VanArsdale thanked everyone for their work on the budget this year, we had a great budget committee, and not just our council but the citizens who are apart of the budget committee, excellent job everybody!

PUBLIC HEARINGS: None

EXECUTIVE SESSION – ORS 192.660 (2) (a,b,c,d,e,f,g,h,i,j,k,l,m,n,o,p,q): {As/If required}

ADMINISTRATIVE ACTION: None

PARK USE **The Church withdrew this from the agenda; no decision was made.** Consider approving a park use request from River Valley Church for the reservation of Rooster Park on September 13, 2026, from 10am to 6pm.

COMMITTEE MINUTES: None, we will vote on the May 14th, 2026, minutes at our June city council meeting.

OTHER BUSINESS: Per the mayor, we did get an application for city council, and interviewed with Brandy Lockwood. We gave her the council rules and the charter to look over. She will be joining us at the June city council workshop so that we can meet her before we vote for her. After we interviewed her, we received another application from Dee Copley, but we have already decided to appoint Brandy with the councils approval. Dee knows that there are three seats up for election this year, so the mayor encouraged Dee to run in August.

COUNCIL MEMBER COMMENT: None

MAYOR COMMENTS: The mayor thanked everyone who attended the Museums celebration of past and current mayors and elected officials. Please remember the chamber dinner on May 30th, and the small cities meeting in Winston Oregon, we will leave here at 9:30AM. Also remember that our June 4th workshop will be cancelled.

ADJOURNMENT:

There being no further business to come before the City Council and upon a motion duly made (Howell), seconded (Minegar)

No discussion on the motion

Vote: All ayes, none opposed

The meeting adjourned at 6:36PM

Mayor Pam VanArsdale _____ Date _____

ATTEST:

Diane Oliver
City Recorder

ORDINANCE NO. 26-448-O

AN ORDINANCE AUTHORIZING EXECUTION OF A THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ROGUE RIVER AND TEAMSTERS LOCAL 223 CONCERNING WAGES, HOURS, FRINGE BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT EFFECTIVE JULY 1, 2026 THROUGH JUNE 30, 2029.

WHEREAS, the City of Rogue River has engaged in collective bargaining with Teamsters Local 223 regarding wages, hours, fringe benefits, and other terms and conditions of employment for employees in the bargaining unit; and

WHEREAS, the parties have reached a tentative agreement for a successor Collective Bargaining Agreement covering the period July 1, 2026 through June 30, 2029, which is attached as Exhibit "A"; and

WHEREAS, the tentative agreement was executed by the parties on June 25, 2026, and is on file with the City; and

WHEREAS, the City also agrees to provide the non-union employees with the same benefits included in the Teamsters Local #224 contract for the period ending June 30, 2029; and,

WHEREAS, the City Council finds it to be in the best interests of the City to approve and authorize execution of the Collective Bargaining Agreement.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF ROGUE RIVER ORDAINS AS FOLLOWS:

Section 1. The City Council hereby approves and authorizes execution of the Collective Bargaining Agreement between the City of Rogue River and Teamsters Local 223 concerning wages, hours, fringe benefits, and other terms and conditions of employment effective July 1, 2026 through June 30, 2029.

Section 2. The Mayor and City Administrator are authorized to execute the Collective Bargaining Agreement and any related documents necessary to implement the Agreement.

Section 3. A copy of the Collective Bargaining Agreement shall be maintained on file in the office of the City Recorder and is incorporated herein by this reference.

Section 4. Effective date clause. This Ordinance shall go into effect July 1, 2026.

ADOPTED by the Common Council of the City of Rogue River on this 5th day of June 2026.

SUBMITTED TO AND APPROVED by the Mayor of the City of Rogue River on this 5th day of June 2026.

ATTEST:

Pam VanArsdale
Mayor

Diane Oliver,
City Recorder

EXHIBIT "A"

AGREEMENT

BETWEEN

THE CITY OF ROGUE RIVER

AND

TEAMSTERS LOCAL #223

JULY 1, 2026 – JUNE 30, 2029

UNION NEGOTIATING TEAM

Rod Palmquist, Labor Representative & Lead Negotiator
Ty Darr, Police Corporal
Erin Reed, Police Support Specialist

CITY NEGOTIATING TEAM

Ryan Nolan, City Administrator
Dave Rash, Chief of Police
Paige Chick, Administrative Services & Finance Director

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PREAMBLE

The parties to this Agreement are the City of Rogue River, Oregon, hereinafter referred to as the "City" and the Teamsters Local Union No. 223, International Brotherhood of Teamsters, of Gladstone, Oregon, hereinafter called the "Union" made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth agreements between the parties on matters relating to employment relations.

ARTICLE 1 – RECOGNITION

1.1 Recognition. The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit with respect to wages, hours, and other conditions of employment for regular full-time employees, except supervisory and confidential employees. All reference to employees in this Agreement shall be construed to mean regular employees and not temporary (work less than 960 hours per calendar year on a special project or particular need basis), seasonal (appoint to work seasonally for up to 6 months per calendar year) or part-time (work on average, over any six-month period, less than 33 hours per week).

1.2 Notification of Bargaining Unit Members. The City will notify the Union of all new hires into the bargaining unit within ten (10) calendar days from the date of hire and, additionally, every 120 calendar days the City will provide a list to the Union of all employees in the bargaining unit. Such notifications shall include the employee's name, job classification, department, hourly wage rate, salary step, FTE appointment, and any available contact information (cell phone number, home phone number, personal email address, work email address, and mailing address, if available), and date of employment and will be sent to the official Union address that has been provided to the City. The Union shall be invited to meet with new employees during their new employee orientation, or if there is not a new employee orientation, a separately scheduled meeting, for a period of not less than thirty (30) minutes, but not more than one-hundred twenty (120) minutes. According to ORS 243.804 such time shall be during new employees' regular working hours and the employees shall be paid for time to meet with the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 Management Rights. The City shall retain all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its public responsibilities and public service functions and municipal management without need to bargain further about any matter not addressed in the collective bargaining agreement. The City shall have no obligation to bargain with respect to any such subjects or the exercise of discretion and decision making authority. The Union recognizes these prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and that the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City, including the right to change practices which are not expressly provided for in this Agreement in accordance with the PECBA. It is understood and agreed that the City possesses the sole and exclusive right to operate the City, and that all management rights repose in it, but such rights must be exercised consistently with explicit provisions of this contract. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by

law from the arena of collective bargaining. It is agreed that this document contains the full and complete agreement on all bargaining issues between the parties and for all for whose benefit this agreement is made. With the exception of changes in the law that compel the City to change the status quo on a subject mandatory for bargaining, any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof. This provision does not preclude the parties from entering into agreements on matters within the scope of representation by mutual agreement. In the event of a conflict between the provisions of this agreement and any rule or regulation heretofore existing, the provisions of this Agreement shall control.

ARTICLE 3 – EMPLOYEE RIGHTS

3.1 Employee Rights. The City agrees not to interfere with the rights of City employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City, the Union any City representative, any Union representative or any Union member against any employee because of Union membership or because of any employee's activity in any official capacity relating to the administration of this contract on behalf of the Union, or because of any employee's lack of support for or membership in the Union.

3.2 Gender. This Agreement shall apply equally to all members of the bargaining unit. The Union and the City shall share the responsibility for upholding this provision of the Agreement.

ARTICLE 4 – UNION SECURITY

4.1 Check-Off. The Employer at the request of the Union shall deduct from the wages of employees, membership dues, fair share fees, initiation fees and uniform assessments of the Union, and promptly transmit such funds to the Union; provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of no more than one (1) year, or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner. All amounts deducted shall be remitted to the Union no later than the last day of the month in which the deductions were made, accompanied by a report listing each employee for whom deductions were made and the amount deducted for each employee.

Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the Local Union and/or the Employer to pay such dues or fees in advance.

4.1.1 Dues Rate. Dues shall be calculated in accordance with the Teamsters International Union Constitution. As of the effective date of this Agreement, monthly dues are assessed at two and one-half times (2.5x) an employee's hourly rate for employees with the right to strike, and two and one-quarter times (2.25x) an employee's hourly rate for employees without the right to strike, rounded to the nearest dollar.

4.2 Hold Harmless. The City shall not be held liable for errors in deductions provided in this article unless the City, upon written notification from the Union, fails to correct the error within one month. The Union agrees to indemnify, defend, and hold the City harmless against any claims made or suits brought against

the City as a result of this article. The Union shall provide the City prior written notice of at least one month of any changes in dues amounts.

4.3 Union Solicitation. Except as otherwise provided in this Agreement, Union solicitation and other Union-related activities shall not occur during employees' working time in a manner that interferes with the performance of work. Employees may engage in Union solicitation and other Union-related activities during non-working time, including rest breaks and meal periods, and during working time to the extent such activity does not interfere with work duties. Whether such activity interferes with work during working time shall be determined solely by Management.

ARTICLE 5 – CITY SECURITY

5.1 Strike. The Union and its members will not initiate, cause, permit or participate or join in any strike, work stoppage or slow-down, picketing or any other interruption of City services during the term of this Agreement. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line. Any disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages which may be available to the City.

5.2 Union Responsibility. In the event of a strike, work stoppage, slow-down, picketing, observance of a picket line or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will make every reasonable attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected by or limited to the subject matter involved in the dispute giving rise to the work action or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

5.3 Lockout. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no breach of Section 5.1. or 5.2.

ARTICLE 6 – UNION REPRESENTATION

6.1 Union Business. The City shall grant a reasonable amount of time for, and the Union Stewards shall not suffer a loss of regular pay as a result of such time spent in, grievance meetings with supervisors or other representatives designated by the City, or for time spent for matters permitted by ORS 243.798, unless otherwise specified by this Agreement. Other Union/Management meetings may, when mutually agreed upon, be held during an employee's regularly scheduled working hours without loss of pay to the employee. The number of employees who may be allowed concurrent time off with pay shall not exceed two (2).

6.2 Right of Access. The City agrees that the Union labor representatives employed by the Union shall be accorded reasonable access to bargaining unit members for the purpose of Union business providing that such access does not interfere with the performance by City employees of their duties. Permission shall be requested in advance whenever the Union seeks access for Union business during the work day.

6.3 Right to Confer. The City and the Union may confer concerning wages, hours and other conditions of employment at mutually agreeable times in order to resolve issues of mutual concern.

6.4 City Facilities. The City shall allow the Union to use the meeting room at City Hall for the purpose of conducting Union meetings when scheduling such meetings does not interfere with City business.

6.5 Bulletin Board. The City agrees to allow the Union bulletin board space at City Hall, Public Works, and the Police Departments for the posting of notices and bulletins relating to the Union. All items posted will bear the signature of the official of the Union.

ARTICLE 7 – WAGES

7.1 Wages. Wages for employees in the bargaining unit shall be in accordance with the salary schedule marked Appendix A attached hereto and by this reference incorporated herein.

7.2 Anniversary Date. For purposes of determining eligibility for step increases, employees who begin work or are promoted to a new classification prior to or on the fifteenth (15th) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a new classification after the fifteenth (15th) day of the month shall have an anniversary date of the first of the following month.

7.3 Beginning Step. New employees will normally start at Step "A" of the salary schedule, however, the City may start a new employee at a higher step if the employee's qualifications and experience justify it. Employees promoted to a higher classification shall move to the appropriate step of the employee's new salary schedule that assures a minimum ten percent (10%) pay increase.

7.4 Step Increases. A five percent (5%) difference shall be maintained between steps. An employee shall receive a step increase on their anniversary date each year until they reach the top step of that classification.

7.5 New Classification. The Union shall be notified when a position not listed on the salary schedule is established if such classification is assigned to the bargaining unit. The notice shall include the classification and pay range for such position. The Union shall be afforded an opportunity to meet with the City and discuss the matter. The Union will be supplied, upon request, with appropriate classification specifications relating to the position in question. If the Union objects to the City's pay proposal, the issue shall be bargained.

7.6 Wage Adjustments. Effective July 1, 2026, across-the-board wage adjustments shall be applied in the following manner to each classification's initial step, while the remaining steps are five percent (5%) apart:

Job Classification Title	Market Adjustment at Step A
Accounting and Administrative Assistant	6.0%
Assistant Public Works Director	See Appendix A
Clerk Typist	6.0%
Deputy City Recorder / Court Clerk	5.0%
Maintenance Technician I	8.0%
Maintenance Technician II	16.96%
Patrol Officer	29.0%

Police Clerk I	See Appendix A
Police Corporal	29.0%
Police Support Specialist	20.0%
Utility Operator	See Appendix A
Utility Worker	6.0%

Effective July 1, 2027, the Salary Schedule shall be increased by two percent (2.0%) to reflect a Cost-of-Living Adjustment (COLA).

Effective July 1, 2028, the Salary Schedule shall be increased by two percent (2.0%) to reflect a Cost-of-Living Adjustment (COLA).

7.7 Acting in Capacity. In the event an employee is designated by the City as acting in capacity of a higher job classification, he/she shall receive a five percent (5%) adjustment to their base pay for each hour or portion thereof assigned in that capacity. If the Chief is going to be completely unavailable, at his option he may designate the Corporal to be AIC. If the Corporal is designated as AIC, they will also be paid stand-by pay.

7.8 Field Training Officer. A sworn employee who is assigned to train new officer(s) shall receive an additional five (5%) of his base rate of pay during any period where such Field Training Officer is actually assigned to, and is training, the new employee(s) either in the field and/or by being physically present and teaching in a classroom setting during the FTO period.

7.9 Police Department Certification Compensation. Police Department employees holding an Intermediate Certification from the OPSST or two-year Associates Degree shall be compensated an additional four percent (4.0%) on their base rate of pay. Police Department employees holding an Advanced Certification from OPSST or four-year Bachelors Degree shall be compensated an additional four percent (4.0%) for a total of eight percent (8.0%) on their base rate of pay. Police Officers are solely responsible for obtaining and renewing Intermediate and Advanced Certifications from DPSST and scheduling any and all certification eligibility training or other requirements on their own time and paying for same without expectation of any accommodation from the City. Those Police Department employees who begin employment with any of these certifications or degrees will receive the pay with their first wages paid.

7.10 Public Works Department Certification Compensation. Public Works Department employees who pass any of the Water Treatment, Wastewater Treatment, Water Distribution, or Wastewater Collection certifications (Class 1, 2, 3, and 4) shall receive a one-time bonus of \$150 multiplied by the certification class, e.g. Class 1 = \$150, Class 2 = \$300, Class 3 = \$450, and Class 4 = \$600.

7.11 Longevity Incentive. An employee who has at least ten (10) years of service with the City shall receive a longevity incentive of two percent (2%) of their wage added to their base wage. An employee who has at least fifteen (15) years of service with the City shall receive a longevity incentive of three percent (3%) of their wage added to their base wage. An employee who has at least twenty (20) years of service with the City shall receive a longevity incentive of four percent (4%) of their wage added to their base wage. An employee who has at least twenty-five (25) years of service with the City shall receive a longevity incentive of five percent (5%) of their wage added to their base wage. An employee who has at least thirty (30) years of service with the City shall receive a longevity incentive of six percent (6%) of their wage added to their base wage. These amounts are not cumulative.

10 years	15 years	20 years	25 years	30 years
2%	3%	4%	5%	6%

7.12 LEDS, NCIC, ARS, and RMS Training. An employee certified as a LEDS Representative and who is assigned to train, certify, or re-certify another employee shall receive an additional five (5%) of their base rate of pay during any period where such LEDS Representative is actually assigned to, and is training, the employee. An employee providing any LEDS/NCIC, ARS, or RMS training, shall receive an additional five percent (5.0%) of their base rate of pay during periods where the employee is assigned to, and is training other employees.

ARTICLE 8 – HOURS OF WORK

8.1 Work Week. The basic work week for non-sworn employees shall be 12:01 a.m. Saturday through midnight the following Friday and consist of forty (40) work hours per week in a seven (7) day period. For sworn employees, the work week shall start at the beginning of the first hour of the first work day following the employee's regularly scheduled days off and end 168 hours later. The regular work week shall consist of eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) consecutive days off or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) consecutive days off.

8.2 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The work day is a twenty-four hour (24) period commencing with the first hour of the employee's work shift. Employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations.

It is understood that the City may adjust the work schedule to accommodate specific individual needs and/or City needs by granting compensatory time off within the same work week in which overtime hours are worked. Shift adjustments of the starting and quitting time may be directed in the Police Department based on the operational need, and by mutual agreement in other departments. Except in emergencies, 72 hours notice shall be given. Two weeks notice must be given when a major change is made in a work schedule. For the purposes of this Section, emergencies do not include schedule changes resulting from the use of paid earned leave.

The Union and City may, by mutual agreement, employ any other regular flexible work schedule. Work schedules may be adopted for the entire City or any department either temporarily or permanently as required.

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

8.4 Meal Period. Non-sworn employees shall be granted an unpaid meal period of a minimum of thirty (30) and maximum of sixty (60) minutes during each work shift. Sworn employees shall receive a paid thirty (30) minute meal period with such time being included in their scheduled work day as defined in Section 8.1. Each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible.

8.5 Trade Days. Non-probationary sworn employees may trade days with another employee subject to the approval of the Chief of Police or the City Administrator in the Chief's absence. Requests for each trade shall be made at least 48 hours prior to commencement of the affected shift. Two employees may agree in writing, solely at their option and with the advanced written approval of the Chief or the Chief's designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, or to ensure that a substitution is reciprocated. The employees involved in the trade shall receive pay as if they had worked the regularly assigned shift.

8.6 Safety Release. An employee who is required by the City to work sixteen (16) or more hours in a twenty-four (24)-hour period shall be guaranteed at least eight (8) hours of Safety Release time off before being required to work their next regularly-scheduled shift or portion thereof. When practicable, prior to working sixteen (16) or more hours in any twenty-four (24)-hour period, the employee shall advise their supervisor that the employee believes their current work assignment may result in the employee becoming eligible for Safety Release time off. An employee eligible for Safety Release time off shall not suffer any loss of pay due to Safety Release time off during their regularly-scheduled work shift.

ARTICLE 9 – OVERTIME

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

- A. All work performed in excess of 40 hours in the "work week" as defined in Article 8.1 that encompasses a seven (7) day period shall be considered overtime work.
- B. The City shall be the sole judge as to the necessity of the requirement to work overtime. The City shall give as much notice as possible of the necessity to work overtime.
- C. Overtime shall be calculated to the next one-fourth (1/4) hour.
- D. Paid leave hours are considered hours worked when computing overtime.

9.2 Police Overtime. Every Police Department employee shall be compensated at one and one-half times the regular rate of pay for hours worked in excess of an employee's regularly scheduled workday, for any work on a scheduled day off, and/or in excess of 40 hours in a work week. Hours worked includes compensatory time, vacation and holiday and sick leave for purposes of this Section.

The City will attempt to balance overtime assignments so that an equitable distribution occurs. The City shall monitor overtime utilization with the goal to achieve as equitable distribution as possible per calendar quarter.

9.3 Overtime Compensation. Overtime work shall be compensated by the accumulation of compensatory time at the rate of one and one-half times the hours worked to a maximum of eighty (80) hours, or by cash payment at the rate of one and one-half times the hourly rate, at the option of the employee. Time in excess of eighty (80) hours shall be paid. Scheduling time off shall be by mutual agreement. An employee may, with thirty (30) days written notice, cash out their compensatory bank in eight (8)-hour or more increments. If less than thirty (30) days written notice is provided, due to, for example emergency circumstances or factors outside an employee's control, the City may nevertheless honor cash out

requests of compensatory bank amounts in eight (8) hour or more increments at the sole discretion of Management. The City may at its option on June 1 of each year cash out an employee's compensatory bank in eight (8)-hour or more increments.

9.4 Call Back. Employees called back to work shall receive overtime pay for the work for which they were called back and, if called back, shall be credited with not less than three (3) hours time compensated at time and one-half. This section applies only when call back results in hours worked which are not annexed consecutively to one end or the other of the working shift. This section does not apply to scheduled overtime annexed at the beginning of the work shift **or** hold over time annexed to the end of the work shift. If at the end of the shift, the employee has departed the City's premises for more than twenty (20) minutes before being called back, the same shall not be considered a hold over time, but shall be compensated as call back under this section.

9.5 Standby-by. Employees may be assigned weekly stand-by on a rotational basis. Each employee so assigned shall be compensated at the rate of \$280.00 per week (\$40.00 per day) of assigned duty. Any stand-by assignment of less than twenty-four (24) hours shall be compensated at the full day rate of \$40.00. In the event that a sworn employee is held over to continue working standby on a given day after 0700 hours, then that sworn employee shall receive \$80.00 total for that day of standby duty.

Employees may, with the approval of the department head, split the assignment. Standby assignments must be directed in order to be compensable; mere possession of a pager, radio, or cell phone does not constitute a standby assignment. Employees assigned to stand-by duty will be furnished a City-owned cell phone and/or pager and will be required to carry same and be available to report for duty within twenty (20) minutes. Employees on stand-by will not consume any alcohol or ingest drugs of any kind that would impair or restrict them from being able to perform their duties if called back.

ARTICLE 10 – HOLIDAYS

10.1 Designated Holidays. The following shall be recognized as holidays:

1. New Years Day (January 1)
2. Martin Luther Kings Birthday
3. Presidents' Day (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. Juneteenth (June 19)
6. Independence Day (July 4)
7. Labor Day (First Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day (Fourth Thursday in November)
10. Day after Thanksgiving
11. Christmas Day (December 25)

10.2 Weekend Holidays. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed and when a holiday falls on a Saturday, the previous Friday shall be deemed to be a holiday in lieu of the day observed.

10.3 Holiday Pay – Non-Police Employees. Employees shall receive eight (8) hours of pay at their regular hourly rate for each holiday listed in Section 10.1. Employees required to work on the above holidays, in addition to the holiday pay provided above, shall be compensated for all hours worked on the holiday at one and one-half times their base hourly wage.

10.4 Holiday Compensation – Police Officers. On January 1st of each year, Police Department employees shall be credited with eighty eight (88) hours of Holiday compensation which, at the employee's option, may be taken as time off during the calendar year or cashed out at the employee's regular hourly rate and paid on a regular payday. The cash-out option shall be limited to no more than twenty (20) hours per month, but the City may authorize cash-outs in excess of the twenty hours if there are sufficient funds available. Holiday compensation taken as time off will be scheduled in the same manner as compensatory time off and any hours remaining on December 31st will be cashed out and paid to the employee via a separate check paid in the last week of December. However, if an employee separates from service prior to December 31st, the final calculation for compensation from, or reimbursement to, the City for holiday hours shall be pro-rated so that the employee is only compensated for those holidays that have actually occurred during the calendar year and would be required to reimburse the City in the event that more holiday leave hours were taken than had actually been earned.

ARTICLE 11 – VACATIONS

11.1 Accrual. Vacation leave with pay for employees shall accrue on the following basis:

<u>Months of Service</u>	<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>	<u>Accrual Per Semi-Monthly Pay Period</u>
0-60 months	1-5 years	80 hours	6 2/3 hours	3 1/3 hours
61-120 months	5-10 years	120 hours	10 hours	5 hours
121-180 months	10-15 years	160 hours	13 1/3 hours	6 2/3 hours
180 + months	15+ years	200 hours	16 2/3 hours	8 1/3 hours

- A. Accrual Before Six (6) Months of Employment. No vacation time will be credited to employees during the first six (6) months of employment. After six (6) months of employment the employee shall be credited with six (6) months accrual.
- B. Vacation Selection. Employees shall be permitted to request vacation times subject to scheduling required for public service based upon the needs of an efficient City operation. Unless an emergency presents itself, vacation should be requested at least seventy-two (72) hours in advance. A Department Head shall have the ability to waive the 72-hour advance notice requirement and grant an employee's request if granting the request does not cost the City additional money. Employees shall be permitted to request vacation either on a split or entire basis in an amount up to 80 hours. Vacation shall be selected on the basis of seniority within departments as set forth herein. Employees may request vacation throughout the year subject to operational needs, staffing levels, and scheduling requirements. Vacation requests shall be considered on a first-come, first-served basis, except where multiple requests conflict, in which case seniority shall govern.

11.2 Maximum Accumulation. The maximum vacation accumulation shall be the equivalent of eight (8) weeks, or 320 accrued vacation hours. An employee who has accrued 320 vacation hours will cease to earn or accrue vacation until the balance has been reduced. Any vacation which would have been earned is forfeited.

11.3 Vacation Sell Back. Once each fiscal year, an employee may sell back to the City up to forty (40) hours of accrued vacation leave, provided the employee has at least eighty (80) hours left after the sell back. An employee must notify the City in writing of the request and the City shall distribute the funds within thirty (30) days of the request.

11.4 Death or Termination. An employee who separates from service shall receive payment for up to eight (8) weeks (320 hours) accumulation of unused vacation leave. Any employee, who for any reason except death does not complete six (6) months of the probationary period, shall receive no credit or compensation for vacation time. Upon an employee's death, earned but unused vacation time shall be paid in the same manner as salary compensation due the decedent as authorized by law.

ARTICLE 12 – HEALTH, DENTAL, AND VISION INSURANCE

12.1 Medical, Dental, and Vision Insurance. The City shall provide health insurance benefits. As long as the Oregon Teamsters Employers Trust (OTET) continues to extend coverage, the City shall provide and maintain payment for employees and their families for health coverage under the Teamsters Health and Welfare Plans:

1. Medical F/W/L Plan
2. Dental (D 6)
3. Vision (V 4)

The City shall contribute 95% with the employee contributing 5% toward the cost of the above Medical, Dental and Vision insurance coverage through OTET. Notwithstanding, all new employees hired after July 1, 2017 shall contribute 10% toward the above insurance coverage through OTET, with the City contributing the remaining 90%.

As of the 2026 calendar year, the following are premium costs for OTET insurance coverage:

Coverage	Plan	2026 Monthly Cost Per Capita for Bargaining Unit Employees
Medical	Teamsters (OTET) F/W Plan	\$1,644.52
Dental	Teamsters (OTET) D-6 Plan	\$ 104.52
Vision	Teamsters (OTET) V-4 Plan	\$ 11.79
Total	F/W, D-6, & V-4 Plans	\$1,760.83

For any increase in OTET premiums, the cost of premium increases shall be broken down as follows:

1. Employees Hired Before July 1, 2017: The City shall pay ninety-five percent (95%) and the employee shall pay five percent (5%) of the amount of any increase to OTET premiums.

2. Employees Hired After July 1, 2017: The City shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the amount of any increase to OTET premiums.

Employees who work on average, over any six-month period, more than thirty-three (33) hours per week and less than forty (40) hours per week, which hours are regularly assigned and scheduled, shall be eligible as part-time employees for insurance benefits, with the cost shared by the City and the employee pro rata.

12.2 Date of Eligibility. An employee as defined in Article 1.1 Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: 1) An employee begins employment January 10 and is on paid status the required eighty (80) hours in this month. The employee is then covered in the month of February; 2) An employee terminates employment January 25 after being on paid status the required eighty (80) hours. The employee is then covered in the month of February. In both examples, if an employee is not on paid status the required eighty (80) hours in January, the employee would not be covered in February).

Paid status does not include overtime hours worked or "cash out" of accrued leave. A "cash out" is defined as a situation when an employee receives payment for accrued leave without actually taking the paid time off, or upon termination of employment. It is understood that the concept of "cash out" of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours.

12.3 City Employees. The Teamsters Local represents that the Teamster plans will accept and insure all City employees under the City-wide group, whether or not represented by the Union under Article 1, provided that the coverage for such non-bargaining unit employees is provided at no cost to the Union or the employees in the bargaining unit, and further provided that the coverage extended to non-bargaining unit employees shall at least equal the coverage extended to bargaining unit employees.

ARTICLE 13 – LIFE, AD&D, AND LTD INSURANCE

13.1 Life Insurance. During the life of this Agreement, the City will provide for the purchase of a term life insurance benefit policy, and an accidental death and dismemberment benefit policy equal to a minimum of \$20,000. In accordance with the terms of the life insurance plan, an insured may purchase by payroll deduction additional coverage, if obtainable, at no cost to the City.

13.2 Dependent Coverage. If the City's provider offers dependent coverage, the City shall make it available at the employee's option and expense.

ARTICLE 14 – LEAVES

14.1 Sick Leave. To reduce the cost of non-occupational illness and disability, employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of service. There shall be a limit of 960 hours that can be accrued. Eligibility for sick leave benefits shall begin after the first 30 days of employment. Sick leave shall not accrue during periods of leave without pay.

An employee may utilize accrued sick leave when absent from work by reason of illness, injury, necessity for medical or dental care, or exposure to contagious disease under circumstances by which the health of

the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee. In the event an employee lacks sufficient accrued sick leave to cover the period of disability they may use accrued vacation or compensatory time.

Employees may also utilize sick leave time for illness or injury of a member of the employee's immediate family, which requires making arrangements for care or providing initial attention to the family member.

Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for a qualified illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions in no less than one (1) hour increments and no employee may contribute more than eighty (80) hours per year to any other employee. The monetary value of sick leave donations will be calculated based on the donating employee's base rate of pay. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

14.2 Paid Leave Oregon. Employees who qualify for PLO leave may file a claim for benefits under the program and may also opt to use City-provided contractual leave to supplement PLO leave, as needed, to avoid a loss of regular pay during their qualifying leave.

14.3 High Absenteeism Program. The High Absenteeism Program is set forth in Appendix C and incorporated herein by this reference.

14.4 Notification If Sick.

- A. An employee who is ill and unable to report for work shall notify their immediate supervisor, if reasonably possible, not less than three (3) hours prior to the employee's reporting time. In the case of continuing illness, the employee shall continue to notify their supervisor of inability to report to work in accordance with the City's directions.
- B. A physician's statement indicating the nature of the illness, that the illness required, or will continue to require, the employee to be absent from duty; and the estimated duration of the absence, and/or a physician's release indicating the employee's fitness to return to work may be required by the Department Head for absences of three (3) days or more. For absence of greater duration, the City may request a fitness for duty release and medical report.
- C. Without regard to the circumstances described in paragraph (b) above, should the Department Head have reasonable cause to question an employee's physical or mental fitness for the job, the Department Head may require the employee to obtain an examination. In this event, such an examination shall be limited to those areas that affect the employee's fitness to perform their job assignment. The City shall pay for the cost of such an examination.

14.5 On the Job Injury. An "injury" covered by the Oregon Workers' Compensation Law, and for purposes of this Agreement, shall be an accidental injury as defined in ORS 656.001 to 656.794. In the event an employee sustains a time loss resulting from on-the-job illness or injury which qualifies as a valid Worker's Compensation claim, the City shall compensate the employee in an amount equivalent to the difference between the employee's regular straight-time net earnings and the amount of the Worker's Compensation payment for the period covered. The City will pick up the first three (3) days of time resulting from a qualifying on-the-job injury if the claim is accepted.

14.6 Compassionate Leave. Upon notice, in the event of a death in the immediate family an employee may take up to forty (40) hours off with pay.

14.7 Immediate Family. Immediate family is defined as spouse, domestic partner, child, child of your domestic partner, parent, parent of your domestic partner, sibling, grandparent, grandchild, other relative living in the employee's household, or other individual for which the employee has a legitimate and ongoing caretaker relationship, or an individual who is related by affinity to the employee. Affinity means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. The definitions in this Section 14.7 shall be construed to include custodial, non-custodial, biological, adoptive, foster, step, *in loco parentis* relationships, and in-law relationships, while definitions of child may be either a minor or adult. The Department Head may grant compassionate leave under exceptional circumstances for relationships other than those set forth herein.

14.8 Military Leave. Military and Peace Corps leave shall be granted in accordance with Oregon and federal law.

14.9 Miscellaneous Leave With Pay. An employee is entitled to leave their duties without loss of time, pay, or other benefits for absence caused by:

- A. Employees called for jury duty, or subpoenaed as a witness, shall not suffer any loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received for the performance of such duty to the City. No private, personal civil or criminal case of the employee shall be covered by this court leave provision.
- B. Employees who are requested by an appropriate agency to participate in a search and rescue operation are eligible for leave with pay for a period not to exceed five (5) regular work days, for each such operation (incident), provided the employee fully complies with ORS 652.250.

14.10 Leave Without Pay. A non-probationary employee may be granted an extended leave of absence without pay (LWOP) up to 180 days in the City's sole discretion. Requests for such approval must be in writing, and must establish reasonable justification for approval by the City. No holiday, vacation or sick leave will accrue during periods of leave without pay.

14.11 Failure to Return from Leave. Any employee who has been granted a leave of absence without pay per Section 14.9 and who, for any reason, fails to return to work at the expiration of the leave of absence, shall be considered as having resigned their position with the City, and the employee's position shall thereupon be declared vacated, unless the employee, prior to the expiration of their leave, has furnished evidence acceptable to the City in its reasonable discretion that the employee is unable to return to work by reason of sickness, physical disability, or other legitimate reason beyond their control. In such event, the City Administrator may grant no more than an additional thirty (30) day leave of absence without pay.

14.12 Absence Without Leave. An absence of any employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

14.13 Return from Leave. An employee granted a leave, paid or otherwise, must notify the City of the intended return date at the beginning of the leave. Employees who are granted a leave as a result of disability shall keep the City advised of any changes in anticipated return dates.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Grievance. A grievance shall mean a claim by an employee that there has been a violation of a specific provision of the contract. For the purposes of this procedure, "immediate supervisor" is an employee outside of the bargaining unit, who has direct administrative or supervisory responsibilities over the grievant over topics within the scope of representation. "Days" as used in this procedure shall be calendar days.

Upon the filing of a grievance by an employee, it is recognized by the parties that, notwithstanding anything to the contrary that may be provided in the following steps of the grievance procedure, the Union shall have exclusive responsibility for such grievance as the exclusive representative of employees in the bargaining unit. Nothing in this Agreement shall be construed to limit the right of the Union to dismiss a grievance or to decline to proceed to the next step, including arbitration, which it considers in good faith to be lacking in merit.

Step I. Immediate Supervisor.

The grievant is encouraged to discuss the grievance first with the immediate supervisor with the objective of informally resolving the grievance. This discussion should occur as soon as practical and within fifteen (15) days after the grievant becomes aware of the grievance or reasonably should have been aware of the grievance. After this 15-day period, if the grievance still exists or is not resolved informally, the Union shall, within thirty (30) days after the date the grievant becomes aware or reasonably should have been aware of the grievance, file the grievance in writing with the immediate supervisor. The Union's written grievance should cite the provision of the contract that has been violated, describe the facts of the grievance, and prescribe the remedy sought. By mutual agreement, the Union and immediate supervisor may meet to discuss solutions to the grievance. The supervisor shall render a written decision within ten (10) days after receiving the written grievance.

Step II. City Administrator.

Within ten (10) days of the date of the supervisor's written decision, if the grievant is not satisfied with the disposition of the grievance at Step I, the Union may file the written grievance with the City Administrator. By mutual agreement, the Union and City Administrator may meet to discuss solutions to the grievance. The City Administrator shall render a written decision within ten (10) days after receiving the written grievance.

Step III. Arbitration.

- (a) If the Union is not satisfied with the disposition of the grievance at Step II it shall, within ten (10) days after receipt of the written disposition, file a notice of intent with the City to appeal the grievance to arbitration.

- (b) Within ten (10) days after such notice of intent, the City and the Union unless they can mutually agree to an arbitrator, shall request a list of seven (7) arbitrators from the State Conciliation Service who are on the FMCS list. The parties shall select an arbitrator by alternately striking names until one remains. The first party to strike shall be determined by a coin flip. The remaining name shall be the arbitrator. The parties may by mutual agreement request a new panel. If the grievance involves discipline of a sworn law enforcement officer, the Union shall request an arbitrator consistent with Oregon Law (currently ORS 243.808) in accordance with the process established by the Employment Relations Board.
- (c) The findings of the arbitrator shall be limited to the specific terms of this Agreement, and the arbitrator shall have no authority to amend, modify, alter, or add to or subtract from this Agreement.
- (d) The decision and award of the arbitrator shall be final and binding on the parties.

15.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant or Union fails to act in a timely fashion, the grievance shall be deemed waived.
- B. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

15.3 Grievance File. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the personnel file.

15.4 Expenses. Each party shall be responsible for paying the expenses involved in presenting its case. If either party desires a verbatim recording of the arbitration proceedings, it may cause such a recording to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The parties will share equally the cost of the arbitration.

ARTICLE 16 – UNIFORMS

16.1 Required Uniforms. If any employee is required to wear uniform attire (shirts, pants and related attire accouterments), equipment (such as duty weapon for law enforcement officers), or protective gear (body armor for law enforcement officers and OSHA-required protective equipment/PPE), as a condition of employment, such shall be furnished to the employee by the City. The employee shall wear such attire or devices at the time and in a manner required by the City. No employee shall wear or use any such attire or devices provided by the City anywhere except on the job. Requests for repair or replacement of required attire or devices shall be requisitioned in advance of purchase in accordance with such policies and procedures as the City may establish.

16.2 Work Shoes/Boots Allowance. Each year during the first pay period of July, the City shall give each sworn and public works employee the sum of \$250, net of taxes and paid via a separate check, to offset the cost to the employee of required and approved work shoes/boots to be used exclusively at work. In

order to receive a reimbursement via a separate check that is not taxed, employees must submit a receipt and shall be reimbursed for the amount shown on the receipt, up to \$250.

ARTICLE 17 – MILEAGE/PER DIEM

17.1 Mileage. Employees shall use their personal vehicle in lieu of a City-offered vehicle only with the authorization of Management. The City will reimburse employees at the current allowable Internal Revenue Service (IRS) rate whenever an employee is authorized to use their personal vehicle for approved City business.

17.2 Per Diem. The City shall advance to the employee the cost of lodging and meals when the employee is required to attend training or other City business more than 50 miles from the City limits. The following amounts will be advanced for travel expenses: Incidentals - \$5.00; Lodging - actual cost; Breakfast - \$20.00; Lunch - \$25.00; Dinner - \$40.00. The employee will not be required to submit expense receipts unless, in unusual circumstances, the actual costs exceed the advanced amount. When an employee's approved overnight travel involves more than one meal due to the length of the trip, the employee may spend the authorized amounts for meals at their discretion as long as the total reimbursement equals no more than the total allowed for the meals. If a meal or meals are included in the cost of the event, the allowable maximum reimbursement for such meal(s) shall be deducted from the total otherwise allowable maximum reimbursement for all meals associated with the overnight travel. Management may approve reimbursement for duplicate meals if an employee has a dietary restriction and provides an acceptable reasoning to Management for why the duplicate meal was necessary.

17.3 Police Academy Meals. Employees attending the Police Academy shall be eligible for per diem meal reimbursement under Section 17.2 for any meal period during which a meal is not provided by the Academy, including but not limited to holidays when the Academy kitchen is closed.

ARTICLE 18 – WORKERS COMPENSATION

18.1 Employee's Contribution. Effective upon ratification of this Agreement, the employee shall pay the employee's share of the worker's compensation base premium.

ARTICLE 19 – PAST PRACTICES

19.1 Past Practices. Except as otherwise provided, all rights, privileges and working conditions enjoyed by employees at the present time, which are not included in this Agreement, and which constitute employment relations as defined in ORS 243.650(7), shall remain in full force, unchanged and unaffected in any matter during the term of this Agreement, unless the Union is notified by the City of a change in accordance with the PECBA notice provisions.

ARTICLE 20 – PROBATIONARY PERIOD

20.1 Purpose. The probationary period is an integral part of the employee selection process and provides the City with the opportunity to observe an employee's work, training and cooperation with fellow

employees while working in the new position, and provides an opportunity to reject any employee whose work performance fails to meet the City's expectations.

20.2 New Hires. Except for sworn employees, newly-hired employees shall serve a probationary period of twelve (12) months of full-time employment. Sworn employees shall serve a probationary period of eighteen (18) months of full-time employment. During the term of a probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to termination. Such employees may be terminated at any time during the probationary period at the sole discretion of the City.

20.3 Promotional Appointments. Promotional appointments shall be tentative with a probationary status of twelve (12) months. An employee serving a probationary period after a promotion to a position whether inside or outside the bargaining unit may be returned to the former position without loss of seniority, if in the City's sole judgment, the City determines that the employee's job related conduct or job performance does not meet the City's expectations.

ARTICLE 21 – SENIORITY

21.1 Seniority. Seniority means an employee's length of continuous service with the City measured from date of hire. If dates of hire are the same for two employees, the seniority shall be based on the date of application. An employee who has not completed probation shall not be considered to have seniority.

21.2 Loss of Seniority. An employee shall lose all seniority credit in the event of:

- A. Voluntary resignation;
- B. Discharge;
- C. Failure to return from layoff within the time specified in the City's recall notice, which time shall not be less than five (5) working days;
- D. Failure to return from leave of absence on the first scheduled work day following the expiration of such leave;
- E. Lay off for a period of time greater than twenty-four (24) months.

21.3 Accruals. Seniority shall not accrue during unpaid leaves and layoffs.

ARTICLE 22 – LAYOFFS

22.1 Notice. In the event it becomes necessary to effect a reduction in the workforce, the City shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their layoff.

22.2 Order of Layoff. While the City reserves the right to determine which positions to eliminate, employees shall be laid off by job classification on the basis of seniority, with the least senior employee(s) in a classification being displaced before more senior employee(s), when job skills are deemed equivalent. When job skills are not equivalent, the City may lay off based on skill and training.

22.3 Bumping. Employees who have received notice of layoff shall have the right to bump to a lower or lateral classification in the same career ladder, provided that the bumping employee, in the City's judgment, possesses the necessary qualifications, knowledge, skill and ability to perform the work within the classification to the City's satisfaction with no need of further training or experience. The laid off employee may bump only to a position held by a less senior employee. In no case shall an employee be eligible to bump into a higher classification unless the position is vacant and, in any event, such bumping is not automatic but subject to the City's determination of eligibility, based upon qualifications and demonstration of the attributes listed above to the City's satisfaction and within its sole discretion. An employee exercising the right to bump shall displace the least senior employee in the classification. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary.

22.4 Recall. Those employees left with no job to bump into shall be laid off from employment and shall be eligible for recall to their classification for a period of two (2) years without loss of seniority. Employees on the recall list shall be responsible for keeping the City notified of their mailing address. Recall shall be on the basis of seniority with senior employees being recalled before junior employees and before any new hires or transfers, provided the employee possesses the qualifications for the position.

22.5 Job Openings. Employees on layoff status shall have the same rights as other employees in applying for any openings which may occur within the bargaining unit, however, by accepting another position an employee shall forfeit recall rights to his former classification.

ARTICLE 23 – DISCIPLINARY PROCESS

23.1 Discipline. No regular employee shall be disciplined except for just cause. Discipline is defined as a written reprimand, suspension without pay, demotion or termination. Oral or verbal warnings, counseling and letters of instruction are not considered discipline and shall not be documented in an employee's personnel file, provided that however, documentation of such non-disciplinary incidents may be maintained in a supervisory file.

Disciplinary action imposed upon an employee may be protested as a grievance through the regular grievance procedures. Any discipline shall be done in a manner that will not embarrass the employee before other employees or the public.

23.2 Discharge, Suspensions Without Pay, and Demotions. If the City determines there is just cause for discharge, it shall place the employee on paid administrative leave and shall deliver to the employee and the Union written notice of such paid administrative leave and pending dismissal. If the City determines there is just cause for a suspension without pay or demotion, it may place the employee on paid administrative leave and shall deliver to the employee and the Union written notice of any paid administrative leave and pending suspension without pay or demotion. Such notices shall specify the City's expectations which the employee failed to meet and the general facts and charges. Prior to finalizing any discharge, suspension without pay, or demotion, the employee shall be afforded a pre-deprivation hearing at which the employee shall have the opportunity to respond to the charges. Protests of the discharge, suspension without pay, or demotion of any employee shall be made through the regular grievance procedure set forth in Article 16. Once filed by an employee, the Union may process a

grievance concerning suspension without pay, demotion, or discharge at Step II of the grievance procedure.

23.3 Union Representation. Employees being questioned or interviewed where discipline may result shall be first informed by the City of their right to request the presence of a Union representative, who shall at all times conduct themselves in accordance with ERB guidance. The Union representative may inquire, at the outset of the interview, regarding its purpose, including inquiry about the general subject matter of the questioning to follow. However, during the investigator's questioning of the employee, the representative may participate only to the extent of seeking clarification of questions, provided that the Union representative shall have the right to caucus with the employee during the interview. The Union's right to caucus shall not unreasonably disrupt or inhibit the investigation. After the investigator has completed questioning of the member, the representative may ask the member questions designed to clarify previous answers or elicit further relevant information. Before the termination of the interview, the representative may suggest to the investigator other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on the matter under investigation.

23.4 Due Process. In the event the City believes an employee may be subject to discipline, the following procedural due process shall be followed:

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

For the purposes of this Article, the informal meetings described in this section shall satisfy an employee's right to pre-deprivation hearings referred to in Section 23.2.

ARTICLE 24 – PERSONNEL FILES

24.1 Access. Each employee, may upon written request, and at a mutually agreeable time, have access to the employee's personnel files exclusive of materials received prior to the date of their employment with the City. The City may choose to have a management representative present when the employee reviews their personnel file. Any employee may request the City to reproduce their personnel file in part or in full for individual use, at no cost to the employee; and such reproduction will be accomplished as soon as practicable.

24.2 Signature. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in the personnel file. Employees may place a written signed response in their personnel files and such response shall be attached thereto. Such written response shall be confined to the challenged document, state facts and shall not impugn others.

24.3 Purging. Documentation shall be removed from the employee's personnel file upon written request by the employee if the City determines that the documentation is not accurate or is no longer timely or relevant for City purposes or City concerns. If critical documentation is removed at a particular time, then the City may elect to remove laudatory information covering the same time frame also. Documentation is maintained to constitute the record of an employee's contribution, improvements and character of service. Documentation which is removed from a personnel file may be maintained in a separate system of records which shall not be considered for any purpose affecting promotion or the level of discipline imposed but may be considered for purposes related to forewarning and litigation defense. Documents subject to removal may be deemed no longer relevant where an employee demonstrates through sustained performance during the course of continuous employment for thirty-six (36) months that the deficiency has been corrected.

ARTICLE 25 – EDUCATIONAL REIMBURSEMENT

25.1 Compensation – General Training Activities. General training activities may be conducted either during or after regular working hours or both. Pay for travel time to and from general training activities and during general training activities will be made as follows:

- A. All time spent by employees during approved training activities shall be paid as work hours.
- B. Employees shall be compensated for travel to and from approved general training activities at their regular rate of pay. Travel time usually spent by the employee in home-to-work/work-to-home travel shall not be paid.
- C. All the time spent while traveling to training activities by a driving employee shall be considered "hours worked," and shall be paid for such time at their appropriate hourly rate of pay. All the time spent while traveling to training activities by a non-driving employee shall be considered "hours worked," and shall be paid for such time at their appropriate hourly rate of pay.
- D. Travel arrangements are subject to the City's direction and control.

For all approved general training activities the City shall pay the employee's registration and publication fees. Travel expenses incurred while attending general activities shall be paid in accordance with Article 18 - Mileage/Per Diem of this Agreement.

25.2 Tuition Reimbursement. The City will make educational reimbursements as follows in this Section. Employees are encouraged to make use of all available reimbursement programs which may be provided by state, federal government, or other agencies and the education or training is approved in advance for reimbursement by the City.

1. For job related courses taken at the request of the City, the full cost of tuition and books (required and approved by the City) will be paid by the City, and the training time constitute hours worked.
2. For job related courses taken on the employee's own initiative and sponsored by an agency or entity other than the City, the City shall reimburse the employee for up to one-hundred percent (100%) of the cost of tuition and books at its discretion. The time spent shall not constitute hours worked for pay purposes.

3. All applications for educational reimbursement must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking the course for college course work. The employee must receive a passing grade in pass/fail courses or a grade of "C" or above in non-pass/fail courses to be eligible for reimbursement.
4. Approvals for educational reimbursements are within the complete discretion of the City. In the event the employee leaves the employ of the City prior to completion of one (1) year service following completion of the course work for which the City has reimbursed the employee, the reimbursement may be deducted from the employee's final paycheck. The City's decisions with regard to educational reimbursements are final and not subject to the grievance procedure.

25.3 Certification and License Fees. The City will pay the yearly re-certification fees, required physicals and the full expense of attaining required number of continuing educations units for certifications for Public Works employees. The City will continue the current practice of paying for professional membership fees and publications.

The City shall schedule sworn employees as per OAR 259-008-0065, but as maintenance of OPSST Certification is a job requirement, the ultimate responsibility for attending the scheduled training and performing at training to standards acceptable to OPSST remains with the individual sworn employees.

ARTICLE 26 – ORDERS AND MANUALS

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

26.2 Rules and Regulations. The City agrees to furnish each employee with a copy of the City Rules and Regulations.

26.3 Distribution of Materials. New employees shall receive the materials required under this Article at the time of hire or as soon thereafter as practicable, but no later than sixty (60) days from the employee's first day of employment. The City shall provide employees with copies of any revisions or newly issued policies covered by this Article within sixty (60) days of issuance.

ARTICLE 27 – RETIREMENT

27.1 Retirement. The City will continue to participate in the Oregon Public Employees' Retirement System (PERS) or its successor as determined by the State of Oregon. The employee's contribution (currently six percent) to the system will be paid by the employer. Upon retirement, fifty percent (50%) of an retiring employee's accrued sick leave may be folded into PERS (pending PERS sick leave policy eligibility), at the employee's option, in accordance with PERS rules.

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

27.3 Deferred Compensation. Employees shall be allowed to participate through payroll deduction in the deferred compensation program offered through the City.

ARTICLE 28 – NON-DISCRIMINATION

28.1 Non-Discrimination. It is agreed that the Union and the City will not discriminate in employment relations against any employee as such is defined by statute or other applicable law because of sex, race, age, national origin, marital status, handicap, religion or political affiliation unless based upon a bona fide occupational qualification. However, the City has the right to establish bona fide occupational qualifications and requirements. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies by the employee and that by doing so, the employee waives the employee's right to pursue or remedy in any other forum including before the courts, BOLI or the EEOC.

Nothing contained in this Agreement shall be interpreted to prevent the City from making reasonable accommodations which are required under applicable legislation. (Examples: Americans with Disabilities Act, Title VII, etc.)

ARTICLE 29 – LIABILITY INSURANCE

29.1 Liability Insurance. The City shall maintain liability insurance or shall self insure during the term of this Agreement in such amounts and types as the City deems appropriate to shift the risks of municipal liability.

ARTICLE 30 – WORK EQUIPMENT REIMBURSEMENT

30.1 Application. The City shall reimburse, at depreciated value, employees for personal property stolen, damaged or destroyed, if the City is notified of the use of that personal property in advance and in writing, when in the City's judgment such loss is the direct result of the employee's performance of their official duties and when such personal property was present on the job for a public purpose and appropriate for that purpose. Reimbursement may not be granted if the employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, or destruction. The final decision whether to reimburse the employee will rest with the City at the Department Head level in the City's sole discretion. The City is not an insurer, and will not repair or replace expensive items.

ARTICLE 31 – OUTSIDE EMPLOYMENT

31.1 Outside Employment. Employees wishing to engage in off-duty employment must obtain approval in writing from the City Administrator by submission of a request in writing for such approval. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

- (1) be compatible with the employee's City duties;

- (2) in no way detract from the efficiency of the employee in the performance of their duties;
- (3) not take precedence over the requirements of City employment or extra duty required by the City;
and
- (4) not present a conflict of interest, the potential of one, or the appearance of one.

31.2 City Response. Written responses shall be provided by the City within fifteen (15) days of the request. The City shall not unreasonably deny a request.

31.3 Revocation. It is understood that the City may at any time revoke permission to hold outside employment if the City determines that any of the conditions are not met. Such notification shall be in writing and, except in emergencies, seven (7) days notice shall be given.

ARTICLE 32 – USE OF ALCOHOL AND DRUGS

32.1 Drug and Alcohol Policy. The drug and alcohol policy contained in this Agreement, attached hereto as Appendix B and incorporated by this reference herein, shall not be unilaterally changed without notice and impact bargaining in accordance with PECBA, except for such changes as are mandated by state law or federal law or the regulations, or by the practices of a certified drug/alcohol testing laboratory. Without further bargaining, the City may adopt an additional policy which adopts random drug testing for employees who hold a commercial driver's license and operate commercial vehicles in their employment, so long as the City's random policy is consistent with federal and state laws and regulations.

ARTICLE 33 – SAVINGS CLAUSE

33.1 Savings Clause. The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for any invalidated portion.

ARTICLE 34 – INTEREST DISPUTES

The parties have elected to administer labor relations and the collective bargaining agreement as a single wall to wall unit. The parties believe it is in the public interest and in the economic interest of both the City and the Union to gain the efficiencies of one contract, in view of the size of the City and number of employees involved.

The parties agree that, in the event agreement is not reached in any negotiation for a successor agreement, the PECBA's interest arbitration provisions shall be applied to the entire bargaining unit.

ARTICLE 35 – TERM OF AGREEMENT

35.1 Term. This Agreement shall be effective as of July 1, 2026 , and shall be binding upon the City, the Union and its members and shall remain in force and effect through June 30, 2029.

FOR THE CITY:

Pam VanArsdale, Mayor

Ryan Nolan, City Administrator

Date _____

FOR THE UNION:

Austin DePaolo, Secretary-Treasurer

Rod Palmquist, Labor Representative

Ty Darr, Union Steward

Erin Reed, Union Steward

Date _____

APPENDIX A – WAGE AND SALARY SCHEDULE
Effective July 1, 2026 (reflecting wage increases in Section 7.6)

		A	B	C	D	E
Clerk Typist	MO	\$ 2,941.47	\$ 3,088.54	\$ 3,242.97	\$ 3,405.12	\$ 3,575.37
	HR	\$ 16.97	\$ 17.82	\$ 18.71	\$ 19.64	\$ 20.63
	AN	\$35,297.60	\$37,062.48	\$ 38,915.60	\$40,861.38	\$42,904.45
Police Clerk I	MO	\$ 3,568.93	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 20.59	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$42,827.20	\$44,968.56	\$ 47,216.99	\$49,577.84	\$52,056.73
Accounting & Admin Assistant	MO	\$ 3,568.93	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 20.59	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$42,827.20	\$44,968.56	\$ 47,216.99	\$49,577.84	\$52,056.73
Utility Worker	MO	\$ 3,568.93	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 20.59	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$42,827.20	\$44,968.56	\$ 47,216.99	\$49,577.84	\$52,056.73
Deputy City Rec/ Acct & Admin Asst	MO	\$ 4,192.93	\$ 4,402.67	\$ 4,622.80	\$ 4,853.33	\$ 5,096.00
	HR	\$ 24.19	\$ 25.40	\$ 26.67	\$ 28.00	\$ 29.40
	AN	\$50,315.20	\$52,832.00	\$ 55,473.60	\$58,240.00	\$61,152.00
Maintenance Technician I	MO	\$ 4,192.93	\$ 4,402.58	\$ 4,622.71	\$ 4,853.84	\$ 5,096.54
	HR	\$ 24.19	\$ 25.40	\$ 26.67	\$ 28.00	\$ 29.40
	AN	\$50,315.20	\$52,830.96	\$ 55,472.51	\$58,246.13	\$61,158.44
Police Support Specialist	MO	\$ 4,792.67	\$ 5,032.30	\$ 5,283.92	\$ 5,548.11	\$ 5,825.52
	HR	\$ 27.65	\$ 29.03	\$ 30.48	\$ 32.01	\$ 33.61
	AN	\$57,512.00	\$60,387.60	\$ 63,406.98	\$66,577.33	\$69,906.20
Maintenance Technician II	MO	\$ 4,792.67	\$ 5,032.30	\$ 5,283.92	\$ 5,548.11	\$ 5,825.52
	HR	\$ 27.65	\$ 29.03	\$ 30.48	\$ 32.01	\$ 33.61
	AN	\$57,512.00	\$60,387.60	\$ 63,406.98	\$66,577.33	\$69,906.20
Patrol Officer	MO	\$ 5,827.47	\$ 6,118.84	\$ 6,424.78	\$ 6,746.02	\$ 7,083.32
	HR	\$ 33.62	\$ 35.30	\$ 37.07	\$ 38.92	\$ 40.87
	AN	\$69,929.60	\$73,426.08	\$ 77,097.38	\$80,952.25	\$84,999.87
Operator	MO	\$ 5,827.47	\$ 6,118.84	\$ 6,424.78	\$ 6,746.02	\$ 7,083.32
	HR	\$ 33.62	\$ 35.30	\$ 37.07	\$ 38.92	\$ 40.87
	AN	\$69,929.60	\$73,426.08	\$ 77,097.38	\$80,952.25	\$84,999.87
Police Corporal	MO	\$ 6,240.00	\$ 6,552.00	\$ 6,879.60	\$ 7,223.58	\$ 7,584.76
	HR	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.67	\$ 43.76
	AN	\$74,880.00	\$78,624.00	\$ 82,555.20	\$86,682.96	\$91,017.11
Assistant PWD Dir.	MO	\$ 6,240.00	\$ 6,552.00	\$ 6,879.60	\$ 7,223.58	\$ 7,584.76
	HR	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.67	\$ 43.76
	AN	\$74,880.00	\$78,624.00	\$ 82,555.20	\$86,682.96	\$91,017.11

Effective July 1, 2027 (reflecting a 2% wage increase)

		A	B	C	D	E
Clerk Typist	MO	\$ 3,000.30	\$ 3,150.31	\$ 3,307.83	\$ 3,473.22	\$ 3,646.88
	HR	\$ 17.31	\$ 18.17	\$ 19.08	\$ 20.04	\$ 21.04
	AN	\$ 36,003.55	\$ 37,803.73	\$ 39,693.92	\$ 41,678.61	\$ 43,762.54
Police Clerk I	MO	\$ 3,640.31	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 21.00	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$ 43,683.74	\$ 44,968.56	\$ 47,216.99	\$ 49,577.84	\$ 52,056.73
Accounting & Admin Assistant	MO	\$ 3,640.31	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 21.00	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$ 43,683.74	\$ 44,968.56	\$ 47,216.99	\$ 49,577.84	\$ 52,056.73
Utility Worker	MO	\$ 3,640.31	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 21.00	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$ 43,683.74	\$ 44,968.56	\$ 47,216.99	\$ 49,577.84	\$ 52,056.73
Deputy City Rec/ Acct & Admin Asst	MO	\$ 4,276.79	\$ 4,402.67	\$ 4,622.80	\$ 4,853.33	\$ 5,096.00
	HR	\$ 24.67	\$ 25.40	\$ 26.67	\$ 28.00	\$ 29.40
	AN	\$ 51,321.50	\$ 52,832.00	\$ 55,473.60	\$ 58,240.00	\$ 61,152.00
Maintenance Technician I	MO	\$ 4,276.79	\$ 4,490.63	\$ 4,715.16	\$ 4,950.92	\$ 5,198.47
	HR	\$ 24.67	\$ 25.91	\$ 27.20	\$ 28.56	\$ 29.99
	AN	\$ 51,321.50	\$ 53,887.58	\$ 56,581.96	\$ 59,411.06	\$ 62,381.61
Police Support Specialist	MO	\$ 4,888.52	\$ 5,132.95	\$ 5,389.59	\$ 5,659.07	\$ 5,942.03
	HR	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.65	\$ 34.28
	AN	\$ 58,662.24	\$ 61,595.35	\$ 64,675.12	\$ 67,908.88	\$ 71,304.32
Maintenance Technician II	MO	\$ 4,792.67	\$ 5,132.95	\$ 5,389.59	\$ 5,659.07	\$ 5,942.03
	HR	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.65	\$ 34.28
	AN	\$ 57,512.00	\$ 61,595.35	\$ 64,675.12	\$ 67,908.88	\$ 71,304.32
Patrol Officer	MO	\$ 5,944.02	\$ 6,241.22	\$ 6,553.28	\$ 6,880.94	\$ 7,224.99
	HR	\$ 34.29	\$ 36.01	\$ 37.81	\$ 39.70	\$ 41.68
	AN	\$ 71,328.19	\$ 74,894.60	\$ 78,639.33	\$ 82,571.30	\$ 86,699.86
Operator	MO	\$ 5,944.02	\$ 6,241.22	\$ 6,553.28	\$ 6,880.94	\$ 7,224.99
	HR	\$ 34.29	\$ 36.01	\$ 37.81	\$ 39.70	\$ 41.68
	AN	\$ 71,328.19	\$ 74,894.60	\$ 78,639.33	\$ 82,571.30	\$ 86,699.86
Police Corporal	MO	\$ 6,364.80	\$ 6,683.04	\$ 7,017.19	\$ 7,368.05	\$ 7,736.45
	HR	\$ 36.72	\$ 38.56	\$ 40.48	\$ 42.51	\$ 44.63
	AN	\$ 76,377.60	\$ 80,196.48	\$ 84,206.30	\$ 88,416.62	\$ 92,837.45
Assistant PWD Dir.	MO	\$ 6,364.80	\$ 6,683.04	\$ 7,017.19	\$ 7,368.05	\$ 7,736.45
	HR	\$ 36.72	\$ 38.56	\$ 40.48	\$ 42.51	\$ 44.63
	AN	\$ 76,377.60	\$ 80,196.48	\$ 84,206.30	\$ 88,416.62	\$ 92,837.45

Effective July 1, 2028 (reflecting a 2% wage increase)

		A	B	C	D	E
Clerk Typist	MO	\$ 3,060.30	\$ 3,213.32	\$ 3,373.98	\$ 3,542.68	\$ 3,719.82
	HR	\$ 17.66	\$ 18.54	\$ 19.47	\$ 20.44	\$ 21.46
	AN	\$36,723.62	\$38,559.80	\$ 40,487.79	\$42,512.18	\$44,637.79
Police Clerk I	MO	\$ 3,713.12	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 21.42	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$44,557.42	\$44,968.56	\$ 47,216.99	\$49,577.84	\$52,056.73
Accounting & Admin Assistant	MO	\$ 3,713.12	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 21.42	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$44,557.42	\$44,968.56	\$ 47,216.99	\$49,577.84	\$52,056.73
Utility Worker	MO	\$ 3,713.12	\$ 3,747.38	\$ 3,934.75	\$ 4,131.49	\$ 4,338.06
	HR	\$ 21.42	\$ 21.62	\$ 22.70	\$ 23.84	\$ 25.03
	AN	\$44,557.42	\$44,968.56	\$ 47,216.99	\$49,577.84	\$52,056.73
Deputy City Rec/ Acct & Admin Asst	MO	\$ 4,362.33	\$ 4,402.67	\$ 4,622.80	\$ 4,853.33	\$ 5,096.00
	HR	\$ 25.17	\$ 25.40	\$ 26.67	\$ 28.00	\$ 29.40
	AN	\$52,347.93	\$52,832.00	\$ 55,473.60	\$58,240.00	\$61,152.00
Maintenance Technician I	MO	\$ 4,362.33	\$ 4,580.44	\$ 4,809.47	\$ 5,049.94	\$ 5,302.44
	HR	\$ 25.17	\$ 26.43	\$ 27.75	\$ 29.13	\$ 30.59
	AN	\$52,347.93	\$54,965.33	\$ 57,713.60	\$60,599.28	\$63,629.24
Police Support Specialist	MO	\$ 4,986.29	\$ 5,235.60	\$ 5,497.39	\$ 5,772.25	\$ 6,060.87
	HR	\$ 28.77	\$ 30.21	\$ 31.72	\$ 33.30	\$ 34.97
	AN	\$59,835.48	\$62,827.26	\$ 65,968.62	\$69,267.05	\$72,730.41
Maintenance Technician II	MO	\$ 4,792.67	\$ 5,235.60	\$ 5,497.39	\$ 5,772.25	\$ 6,060.87
	HR	\$ 28.77	\$ 30.21	\$ 31.72	\$ 33.30	\$ 34.97
	AN	\$57,512.00	\$62,827.26	\$ 65,968.62	\$69,267.05	\$72,730.41
Patrol Officer	MO	\$ 6,062.90	\$ 6,366.04	\$ 6,684.34	\$ 7,018.56	\$ 7,369.49
	HR	\$ 34.98	\$ 36.73	\$ 38.56	\$ 40.49	\$ 42.52
	AN	\$72,754.76	\$76,392.49	\$ 80,212.12	\$84,222.72	\$88,433.86
Operator	MO	\$ 6,062.90	\$ 6,366.04	\$ 6,684.34	\$ 7,018.56	\$ 7,369.49
	HR	\$ 34.98	\$ 36.73	\$ 38.56	\$ 40.49	\$ 42.52
	AN	\$72,754.76	\$76,392.49	\$ 80,212.12	\$84,222.72	\$88,433.86
Police Corporal	MO	\$ 6,492.10	\$ 6,816.70	\$ 7,157.54	\$ 7,515.41	\$ 7,891.18
	HR	\$ 37.45	\$ 39.33	\$ 41.29	\$ 43.36	\$ 45.53
	AN	\$77,905.15	\$81,800.41	\$ 85,890.43	\$90,184.95	\$94,694.20
Assistant PWD Dir.	MO	\$ 6,492.10	\$ 6,816.70	\$ 7,157.54	\$ 7,515.41	\$ 7,891.18
	HR	\$ 37.45	\$ 39.33	\$ 41.29	\$ 43.36	\$ 45.53
	AN	\$77,905.15	\$81,800.41	\$ 85,890.43	\$90,184.95	\$94,694.20

APPENDIX B – ALCOHOL AND DRUGS USAGE-PROTOCOLS

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

B. Definitions.

1. **Drugs and Alcohol:** For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law.
2. **Drug and Alcohol Test:** The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
3. **Reasonable Suspicion:** Specific factual and articulable observations by a member of City Management concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person or property damage in excess of \$500.00 may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists.
4. **Under the Influence:** An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds 0.04%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual's ability to safely and efficiently perform assigned work.

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

1. The unlawful buying, selling, transporting, possession, including possession by consumption as determined by a positive test, providing or use of intoxicants or any controlled substances while on duty or conviction for same.
2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in the employee's body (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Section K of this Article).
3. In the event the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify their supervisor as to the amount of intoxicants the employee has consumed, and the City will decide whether the employee will be called out to perform additional duties.
4. Failure to report use of prescribed medications or controlled substances as defined in Section K.

5. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

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

E. Grounds for Testing.

1. Random testing of any kind is prohibited.
2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this protocol/policy.

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

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

G. Procedures to be Used When the Urine Sample is Given. The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. A form for this purpose will be supplied by the City and the completed form will be given to the attending physician with a copy to the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The employee will be transported as soon as possible to the City's designated medical facility during normal business hours or to a local hospital during non-business hours to have the urine collected. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee, so long as it

remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.

4. The sample will first be tested using the screening procedure set forth in Section F of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at their own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.
6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures to be Used When the Blood Sample is Given. The following procedure shall be used whenever an employee is requested to give a blood sample:

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

I. Procedures Used When an Intoxilyzer Test is Administered. The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of their blood:

1. The employee will be transported to the facility where the test will be conducted.
2. The intoxilyzer shall be properly certified by the State of Oregon as required by law.
3. The operator shall be currently certified by the State of Oregon to operate the intoxilyzer.

4. The operator shall conduct the test in the same manner as mandated by State Law in DUI cases.

J. Consequences of Positive Results.

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to drug or alcohol counseling. An employee's participation in drug and alcohol counseling and/or treatment will be considered in determining what, if any, disciplinary action may be taken, and may be required if recommended by a health care professional as a condition of continued employment.
2. An employee who tests positive may be subject to unannounced testing for a three (3) year period following the positive test. If the employee violates the terms of the agreed to treatment or again tests positive during such a period, the employee shall be subject to immediate discipline, which may include discharge.

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

L. Searches. For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request that a Union representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

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

N. Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy

of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.

3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. An employee may grieve in accordance with Article 16 of this Agreement any issue of procedural compliance under this protocol.
5. Prior to an employee being questioned or evidence being obtained that may be used against the employee in a disciplinary action, the employee will be advised of the purpose of the investigation and informed that:

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

APPENDIX C – HIGH ABSENTEEISM PROGRAM

A. High Absenteeism Program. The ability to attend work regularly and with reliability is regarded as a job requirement. The City may examine the total sick leave usage of each employee periodically, as reported on the Administrative Time Keeper's Report of "Hours to Date, Vacation, Sick and Compensatory" Report. This Report also shall be supplied to each Supervisor. If use of sick time by an employee appears excessive, the City may examine the employee's sick leave reports and conduct any further investigation necessary to identify the cause(s) of the sick leave. When an employee's pattern of sick leave usage appears excessive, the City may require the employee to furnish a doctor's certificate for each incident of sick leave use. This requirement shall be for a designated period of time not to exceed 90 days and may be renewed if there continues to be a pattern of sick leave misuse.

B. High Absenteeism Criteria. Employees' use of sick leave under a combination of the following illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness):

1. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
2. Amount of usage above the yearly average for department personnel.
3. Employee return to work after showing signs of outdoor recreation (tan, wind or sun burns).
4. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
5. Employee's reasons are consistently vague.
6. Frequency of absences, unreported absences, one day absences, one hour (short) leave blocks at the start or end of the shift.
7. Regardless of the employee's amount of accrued sick leave, any combination of these items may indicate a pattern of excessive absenteeism.
8. Factors not to be considered as excessive absenteeism are:
 - a. Pregnancy, surgery and/or doctor ordered confinement.
 - b. City Industrial Accident Leave, or non-compensable, city-service connected occupational illness.
 - c. Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.

C. Employees Responsibility Under Notification of Possible Misuse. An employee who has been served with a notice of excessive absenteeism may be required to do the following:

1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
2. Remain at home, at the location of treatment or therapy, or en route between these locations, unless released by the City for greater activity due to the nature of the illness or injury. Be available for call or visit by a supervisor.
3. Submit to a medical evaluation by a physician to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.
4. For incidents of sick leave, the employee shall provide to the City a Physician's Certificate for each incident of illness as requested. Employees who fail to provide a Physician's Certificate upon return to work from sick leave are subject to disciplinary action.

D. Disciplinary Action. Appropriate disciplinary action available under this Agreement for the offense of misuse of sick leave may be imposed. The parties recognize that, notwithstanding the City's sick leave plan, the ability of an employee to attend work regularly is a job requirement.



Memo

To: City Council
From: Ryan
Date: June 25, 2026
Re: FEMA BiOp Issue

Councilors, as we continue to consider the requirements of the FEMA BiOp issue, I wanted to share the following:

Congressman Cliff Bentz has put forward H.R. 7862, the National Flood Insurance Program Clarification Act of 2026. The Mayor has sent letters of support for this bill to all Oregon U.S. Senators and Congressman. The Mayor also met with staff members from Senator Wyden and Merkley's office asking for their support of this effort to clarify that the National Flood Insurance Program should not be used to implement Endangered Species Act practices.

It is still unclear how this may play out, and **I recommend continuing the item for three months until September 24th, 2026** to see what else we might discover.

Ryan Nolan, City Administrator

119TH CONGRESS
2D SESSION

H. R. 7862

To amend the National Flood Insurance Act of 1968 to limit the application of the Endangered Species Act with respect to certain actions under the national flood insurance program, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MARCH 9, 2026

Mr. BENTZ introduced the following bill; which was referred to the Committee on Financial Services

A BILL

To amend the National Flood Insurance Act of 1968 to limit the application of the Endangered Species Act with respect to certain actions under the national flood insurance program, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “National Flood Insur-
5 ance Program Clarification Act of 2026”.

1 **SEC. 2. APPLICATION OF THE ENDANGERED SPECIES ACT**
 2 **WITH RESPECT TO CERTAIN ACTIONS UNDER**
 3 **THE NATIONAL FLOOD INSURANCE PRO-**
 4 **GRAM.**

5 Section 1317 of the National Flood Insurance Act of
 6 1968 (42 U.S.C. 4024) is amended—

7 (1) by striking “In” and inserting the following:

8 “(a) IN GENERAL.—In”; and

9 (2) by adding at the end the following:

10 “(b) APPLICATION OF ENDANGERED SPECIES
 11 ACT.—Section 7(a) of the Endangered Species Act (16
 12 U.S.C. 1536(a)) shall not apply to any actions by the Ad-
 13 ministrator pursuant to sections 1305(c), 1306, 1360,
 14 1361(c), 1363 of this title, and section 100216 of the
 15 Biggert-Waters Flood Insurance Reform Act of 2012.

16 “(c) BIOLOGICAL OPINIONS UNDER THE ENDAN-
 17 GERED SPECIES ACT.—Not later than 30 days after the
 18 date of the enactment of this subsection, the Director of
 19 the United States Fish and Wildlife Service and the As-
 20 sistant Administrator for Fisheries shall withdraw any ex-
 21 isting biological opinions under section 7(a)(2) of the En-
 22 dangered Species Act (16 U.S.C. 1536(a)(2)) that evalu-
 23 ate the impacts of the national flood insurance program.
 24 Biological opinions withdrawn under this subsection shall
 25 have no effect and shall not be reissued.”.

1 **SEC. 3. CRITERIA FOR LAND MANAGEMENT AND USE WITH**
2 **RESPECT TO THE NATIONAL FLOOD INSUR-**
3 **ANCE PROGRAM.**

4 Section 1361(c) of the National Flood Insurance Act
5 of 1968 (42 U.S.C. 4102(c)) is amended by inserting after
6 “local measures which” the following: “are for the sole
7 purpose of protecting property and human health, and”.





MEMORANDUM

DATE: June 25, 2026

TO: Ryan Nolan, City Manager

FROM: Loree Pryce, Engineering Support Services, LLC

**SUBJECT: BID RESULTS AND RECOMMENDATION – ODOT SCA GRANT
PEDESTRIAN IMPROVEMENTS**

BACKGROUND

The City was awarded a 2025 Small Cities Allotment grant for \$250,000 from Oregon Department of Transportation (ODOT) per Agreement #25-15 for sidewalk and American with Disability (ADA) improvements on Pine Street (from 1st to 2nd), 1st Street (from Oak to Broadway) and Oak Street (from 1st to the 2nd). Due to tree root damage on Pine Street's existing sidewalk, research was conducted on how to rebuild the sidewalk without damaging the tree roots. The City of Medford has a recent tree root bridge sidewalk installed which complies with ADA. The contractor, Steelhead Concrete Construction LLC, was directly awarded only this portion of the work and will complete the roughly 16 foot of sidewalk tree root ramps within the next few weeks prior to the rest of the sidewalk construction.

The project plans anticipating some additional unforeseen efforts to locate and connect to an existing storm drain on Oak Street near Napa Auto Parts. The City is considering upgrading existing mailboxes which were not included in the bid specifications. Additional funds for potential change orders are included in the recommendation.

The timeframe for construction is to complete all sidewalk work on Pine and Oak Street before August 31, 2026 to avoid impacts on the schools. The overall project allows 45 days to complete all work.

The project was competitively bid and advertised, and the bid results are as follows;

FINDINGS AND ALTERNATIVES

On July 16th, the City received 5 bids for the project. These bids are listed in the table below:

Contractor	Bid Total
Timber Mountain	\$235,143.00
MC Construction	\$275,055.00
3DC	\$287,645.00
Freedom Builders	\$288,180.00
Knife River	\$317,294.00

All documents required in the bid specifications were included in the bid from Timber Mountain and no errors were found in the bid schedule. There are no claims reported to the State Contractors Board for this licensed contractor.

COSTS AND FUNDING

Following is a summary of all expenses included;

Costs summary

Design Engineering/Survey	\$40,000
Tree root bridge	\$14,327
Construction Base Bid	\$235,143
Contingency (10%)	\$23,000
Engineering Construction Management	\$10,000
Advertising (Estimate)	\$400
BOLI	\$250
Total	\$323,120

Funded \$250,000 from the SCA Grant and \$73,120 from Streets Funds. The City has budgeted \$362,440 for sidewalk improvement projects in the next fiscal year, which will cover this project entirely.

RECOMMENDATION

It is recommended that the City; (1) proceed with award for and construction contract to the lowest responsible bidder, Timber Mountain in the amount of \$235,143 and (2) Authorize the City Manager for any additional change orders up to \$23,000.

If the Council agrees, a suggested motion is provided above.



Memo

To: City Council
From: Ryan
Date: June 25, 2026
Re: Towing Service Request for Proposals

BACKGROUND

The City currently operates under a 20+ year old towing agreement currently served by two companies. Currently two companies provide towing services on a rotating basis, call taking is administered by Emergency Communications of Southern Oregon (ECSO). Staff prepared an updated request for proposals which was properly advertised.

FINDINGS AND ALTERNATIVES

By 2pm on June 17th, the City received 4 proposals for towing services. These bids are listed in the table below:

Contractor
3 Boys Towing
Caveman Towing
Rapid Towing and Recovery LLC
Star 24 Hour Towing

All proposals are in order and compliant with state towing services requirements.

RECOMMENDATION

It is recommended that the City; (1) proceed with accepting all proposals for towing services and (2) Authorize the City Administrator to enter into final contracts with the four towing service providers.

Ryan Nolan, City Administrator



Memo

To: City Council
From: Ryan
Date: June 25, 2026
Re: ODOT Carbon Reduction Program Grant Application

BACKGROUND

ODOT recently awarded the City a planning grant to prepare draft design plans for a sidewalk, bicycle, transit improvement project for Rogue River Highway from the Depot Street Bridge to the north edge of the City. ODOT is now assisting the City with the online application to apply for construction funding. Staff have worked with ODOT on design plans and cost estimates and suggest that the Council approve the City applying (with ODOT assistance) for a 1.2 million dollar grant to complete these improvements.

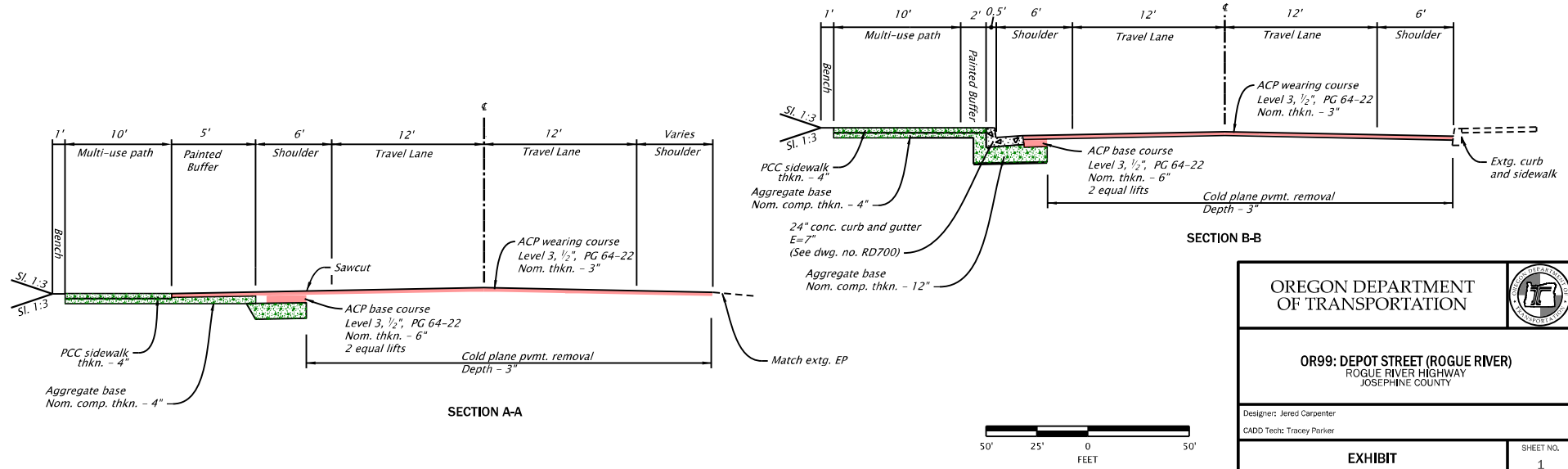
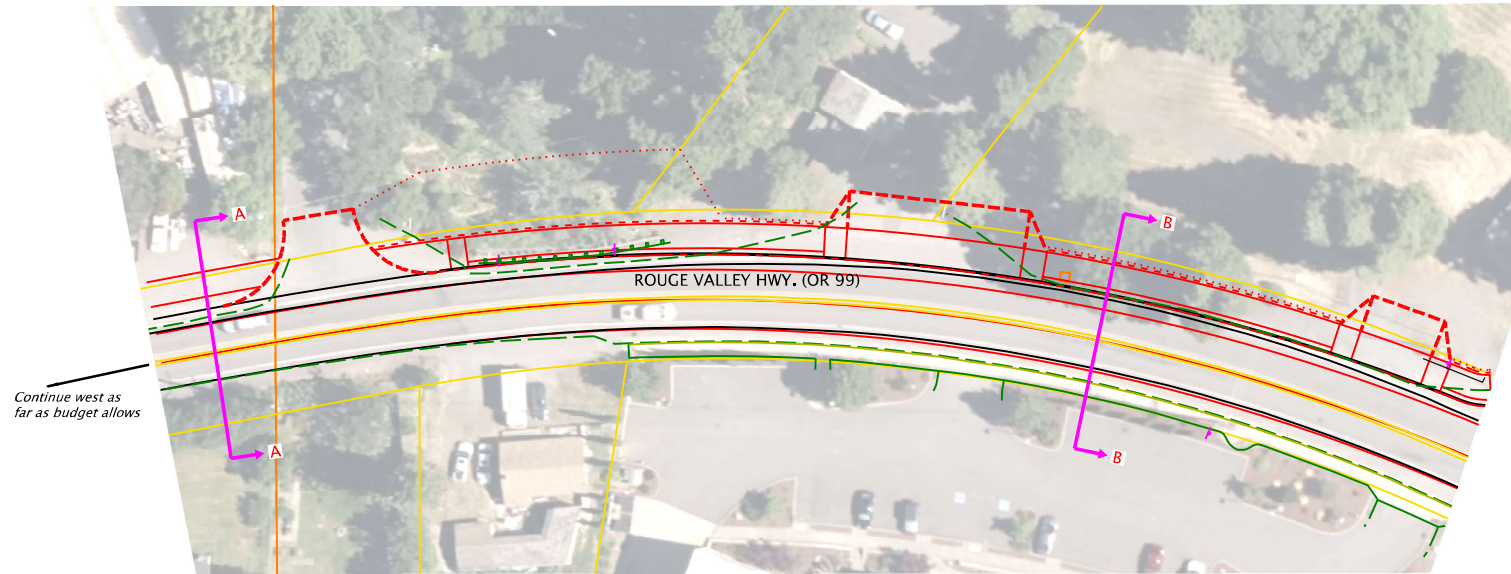
The ODOT Carbon Reduction Program is a federal competitive grant program created by the 2021 Bipartisan Infrastructure Law. The program will provide Oregon \$82 million over five years to fund projects that reduce greenhouse gas emissions from transportation. This is the third grant funding opportunity we've run for the program. ODOT has about \$2.5 million in grant funding available for projects in small urban and rural areas of Oregon that reduce greenhouse gas emissions from transportation. This grant opportunity is funded by the federal Carbon Reduction Program.

RECOMMENDATION

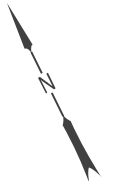
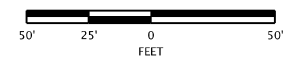
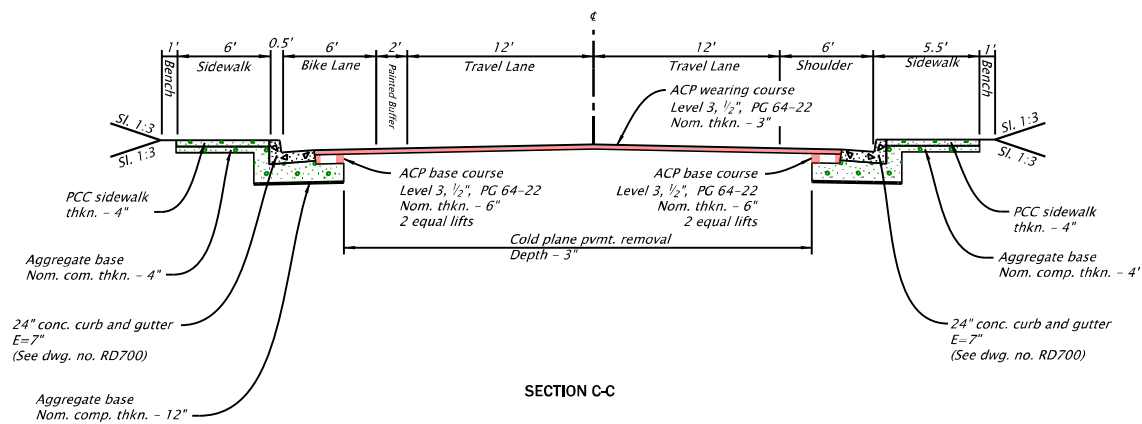
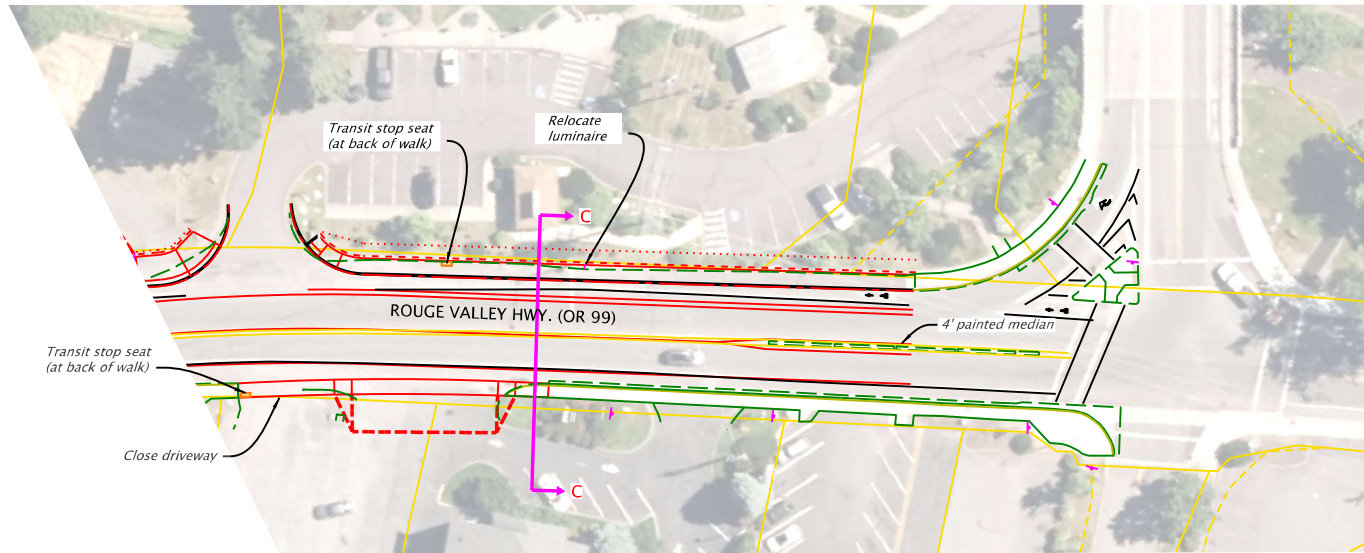
It is recommended that the City Council authorize the City Administrator to work with ODOT to complete the grant application requestion 1.2 million dollars from the ODOT Carbon Reduction Program to complete the OR 99: Depot Street project.

Ryan Nolan, City Administrator

ALTERNATIVE A



ALTERNATIVE A



OREGON DEPARTMENT
OF TRANSPORTATION



OR99: DEPOT STREET (ROGUE RIVER)
ROGUE RIVER HIGHWAY
JOSEPHINE COUNTY

Designer: Jared Carpenter
CADD Tech: Tracey Parker

EXHIBIT

SHEET NO.
2



Memo

To: City Council

From: Ryan

Date: June 25, 2026

Re: Ammerman Family Reunion Park Use Request

The City has received a request to use Rooster Park for the Ammerman Family Reunion, on October 10, 2026.

The request includes use of the entire park, amplified music, a pop-up shade awning, a bounce house, and a photo booth. Use of amplified sound requires Council approval. The proposed bounce house requires a certificate of liability insurance additionally covering the City.

If approved by Council the applicant would need to pay a \$500 use fee, provide the City with a site plan showing the location of any bounce house, or other facilities/rides/structures brought in by the applicant, and provide the City with a certificate of liability insurance providing the City with \$2,000,000 of additional liability coverage for the event.

City of Rogue River Park Reservation Policy

Section 1. Fees and Requirements. No sooner than January 1 of each year the City of Rogue River shall accept reservations for public parks for the calendar year. The following day fees shall be charged, and policies applied, to individuals or groups reserving a public park (or area within a public park):

AREA REQUESTED	COUNCIL APPROVAL REQUIRED	CERTIFICATION OF LIABILITY INSURANCE REQUIRED REC'D	PAYMENT	DAMAGE/ CLEANING DEPOSIT	PARKING/ TRAFFIC PLAN REQUIRED
CONTRACT USE (Entire Park, Seasonal Use, consecutive use)	YES	YES	TBD UPON CONTRACT	TBD UPON CONTRACT	IF OVER 20 PEOPLE
PAVILION RESERVATIONS					
PALMERTON PARK PAVILION	NO	NO	N/A	\$100.00	IF OVER 20 PEOPLE
ROOSTER PARK PAVILION	NO	NO	NA	\$100.00	IF OVER 20 PEOPLE

Resolution No. 24-1429-R

AREA REQUESTED	COUNCIL APPROVAL REQUIRED	CERTIFICATION OF LIABILITY INSURANCE REQUIRED REC'D	PAYMENT	DAMAGE/ CLEANING DEPOSIT	PARKING/ TRAFFIC PLAN REQUIRED
ENTIRE PARK RESERVATIONS					
COYOTE EVANS PARK	YES	YES	\$500 / day	No Deposit / Agreement covers	IF OVER 20 PEOPLE
ANNA CLASSICK PARK	YES	YES	\$500 / day	No Deposit / Agreement covers	IF OVER 20 PEOPLE
FLEMING MEMORIAL PARK	YES	YES	\$500 / day	No Deposit / Agreement covers	IF OVER 20 PEOPLE
PLAZA PARK	Only City Sponsored Events				
ROOSTER PARK	YES	YES	\$500 / day	No Deposit / Agreement covers	IF OVER 20 PEOPLE
PALMERTON PARK	YES	YES	\$500 / day	No Deposit / Agreement covers	IF OVER 20 PEOPLE
PONDEROSA PARK	YES	YES	\$500 / day	No Deposit / Agreement covers	YES
CUSTOMER PROVIDED EQUIPMENT (BOUNCE HOUSE, RIDES, SLIP-N-SLIDE)	NO	YES	N/A	No Deposit / Agreement covers	SITE PLAN REQUIRED

Section 2. Additional Requirements.

1. Use of Amplified Sound, Rental of Entire Park, and Sales of Alcohol Require Council Approval.
2. A written request for Council Approval must be submitted a minimum of 10 days prior to the scheduled council meeting.
3. Any uses in a City Park which; permit alcohol, require fees for entrance, reserve entire park, or include sales of any kind require certificate of liability insurance.
4. Certificates of Liability Insurance must provide coverage in the amount of \$2,000,000 per occurrence naming the City of Rogue River as an additional insured.

Which Park

ROOSTER



CITY OF ROGUE RIVER

133 Broadway • Box 1137 Rogue River, Oregon 97537 • (541) 582-4401
Fax: (541) 582-0937 • website: cityofrogue river.org

PARK PAVILION RESERVATION NO. 26-019

Reservation Date: 10-10-26 Name of group/party: AMMERMAN FAMILY REUNION
Name of person making deposit: MITCH BANKS
Address: 271 Savage Ck Rd Grants Pass Cell/Home: 541 761 3501
Business: _____

(Please provide an address for deposit return if different from listed above)

Arrival time: 1 PM Departure Time: 9:00 PM (Area must be vacated by sunset unless otherwise indicated)

Rehearsal Date/Time: _____ Wedding Ceremony Time: _____

Anticipated number of people attending the event: 200 MAX Amplified music (large speakers): Yes ☒ Yes ☐ No

Special considerations/equipment/electricity: ELECTRICITY FOR MUSIC, POP-UP SHADE AWNING,

Parking/Traffic Plan: Columbia Park LIVE BAND, SOURCE HOUSE, PHOTO BOOTH

Area reserved must have a representative of the group on the site by the time listed above.

Area not occupied by representative by stated arrival time shall be declared open to the public.

**ALL OTHER AREAS OF THE PARK ARE OPEN TO OTHER VISITORS,
AND PROTECTED UNDER ORS 105.682 - RECREATIONAL IMMUNITIES**

Damage/Securing Deposit: \$100.00

Park Reservation Fee: \$500.00

Requires City Council Approval; 10 days prior to mtg

Date paid: _____ Amount: _____ Receipt # _____

Date paid: _____ Amount: _____ Receipt # _____

Date submitted: _____ Park Requested: _____

will pay when CC decides

If the event is canceled less than thirty (30) days from the reservation date, all fees will be retained by the City.

PLEASE BE ADVISED THAT PARKING IS LIMITED - (be sure to read parking information provided with application)
over 20 attendees requires a Parking/Traffic Plan to be submitted

IN CASE OF EMERGENCY DIAL 911, OR CALL PUBLIC WORKS AT 541.659.6144

Applicant's Signature

Date

E-Mail Address (print clearly)

For Office Use Only:

CANCELLATION Date: 6-8-26 Name: _____ Phone: _____

Reason: _____ Taken by: _____

DEPOSIT REFUND: Date: _____ Check #: _____ Amount: _____ Auth: _____



We are an AA/EOE and comply with Section 504 of the Rehab. Act of 1973

"Home of the National Rooster Crowing Contest"



CITY COUNCIL MEETING PACKET

JUNE 25, 2026

67

5-14-26 TCUSA

The meeting was opened at 11:00 am by Jim Dyck.

Present were JoAnn Dixon, Jim Dyck, and Dee Copley.

Helga Bush was excused.

Old Business:

1. Consultation about street trees on Classick Dr, Reservoir, and car wash by Jim.
2. Dee will continue to submit info to Tradin Crows after each monthly meeting. Sherri Moss has offered to help with recruiting volunteers (to be determined). Dee will reach out to Sherri.
3. Still looking for a 5th committee member was tabled.
4. Tree of Heaven issue: Jim says it's very noisy at Palmerton right now...he suggests waiting until things simmer down to contact the neighbor since it is very distracting and annoying. The property line issue may be moot if the neighbor agrees to the removal of the trees.
5. Tree ID. It was agreed that the remaining tags be placed and no new ones be purchased and no replacements be purchased.

New business:

1. Work Days are now 9-12 (summer hours) on Wednesdays as usual. There were only 2 volunteers at the last work day.
2. Arbor Day Tour was successful. It was decided that we should contact the school earlier *February was suggested to get optional dates for the 4th graders to attend. Then contact the Mayor for her schedule. It was also suggested that we schedule it in early May (first week) because it was too close to the "walk in the park" event this year.
3. Spring Park Tour: it seems to be appropriate to have it mid May.
4. RR Press liaison...Dee will ask Sherri Moss if she will fill that position as well as any other ways of reaching out to the public.
5. RR committee volunteer forms are a nuisance. We saw a copy of another but it was agreed that we can't fight city hall. Dee agrees to look into the clause "Mutual Aid Agreement" and also clarify the section about other groups volunteering for another agency...Boy scouts, FFA, church groups, for example. It was found in the City of RR Volunteer Policy Manual.
6. Jim was given a copy of the construction specs for the RR Reservoir and we made a copy for each of us.
7. It was decided that we should research trees and landscaping for the reservoir sooner, not later and that it should be a separate work session apart from the monthly meeting day.
- 8.

The meeting was adjourned at 11:58am.