

City of Phoenix
Executive Session/City Council Meeting
Public Works Office
1000 S. "B" Street
Monday, October 17, 2016

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the executive session of the City Council to order on Monday, October 17, 2016 at 6:00 p.m. in the Public Works Office.

ROLL CALL

PRESENT: Stan Bartell, Bruce Sophie, Carolyn Bartell, Terry Helfrich, Chris Luz, Jim Snyder, Jeff Bellah

Staff Present: Janette Boothe, Finance Director/City Recorder

Mayor Bellah convened into a second executive session at 6:00 p.m. under ORS 192.660 (2)(a), which allows the City Council to meet in executive session to consider the employment of a public officer, employee, staff member or individual agent.

Discussion followed and no decisions were made. Mayor Bellah closed the executive session and convened into a general session at 6:25 p.m. Following the executive session, Mayor Bellah gave an overview of what was discussed.

The second executive session, under ORS 192.660 (2)(e), to discuss negotiations regarding sale of real property, was cancelled and discussed later in the open session of the City Council meeting.

CALL TO ORDER

Mayor Jeff Bellah called the regular meeting of the City Council to order on Monday, October 17, 2016 at 6:30 p.m. in the Public Works Office.

ROLL CALL

PRESENT: Stan Bartell, Bruce Sophie, Carolyn Bartell, Terry Helfrich, Chris Luz, Jim Snyder, Jeff Bellah

Staff Present: Matt Brinkley, Interim City Manager
Janette Boothe, Finance Director/City Recorder
Derek Bowker, Chief of Police
Ray Dipasquale, Public Works Director
J. Ryan Kirchoff, City Attorney

PLEDGE OF ALLEGIANCE

MAYOR'S COMMENTS:

Mayor Bellah noted there will be a ribbon cutting event for the Fern Valley Interchange this Thursday, October 20th, at 11:00 AM at the Shoppes at Exit 24.

SWEARING IN OF POLICE RESERVE OFFICERS

Three new reserve officers were sworn in by Chief Bowker. Shawn Deboer, Teddy Rose (TJ), and Kevin Miller are now all part of the reserve for the Phoenix Police Department.

UPDATES/REPORTS:

1) Acknowledgement of HS Principal and Staff Contribution to Parade

Mayor Bellah recognized both Breeze Chapman and Don Rugraff of Phoenix High School for their contributions to the success of the 2016 Homecoming Parade. A proclamation was read in their names and the day of October 22, 2016 proclaimed as Breeze Chapman and Don Rugraff day.

2) PHURA

Al Muelhoefer gave an update on the plaza building designs. The design committee has met twice in recent weeks to work towards a more completed design for the building. The plaza building will have a living room area, Council chamber, restrooms, and kitchen. The architectural style was chosen specifically because it fits in with buildings which already exist in downtown Phoenix. The property at 170 S. Main may have another offer on it. The review sale of PHURA owned property was moved up in the agenda by Mayor Bellah. Mr. Brinkley referred to the PHURA board meeting last Wednesday, October 12, 2016, stating PHURA has received an offer on 170 S. Main St. from a developer that was originally priced out by Dollar General. The new developer is interested in the property and would like to work out a development agreement. The property would be mixed use: between 6,000 and 7,000 square feet would be for commercial use, with the remaining going toward multifamily residential and a coffee shop or wine bar. The multifamily residential portion would consist of 8-12 rental dwelling units. The developer also would like to work with the adjacent property owners to develop the land accordingly. At the direction of the PHURA board, Mr. Brinkley countered the developer's initial offer at \$270,000 with the hope that the City may reduce SDC's and or help with the cost of the construction of the water main for the property, in an amount not to exceed \$20,000. Mayor Bellah inquired as to the total SDC's for the project. Mr. Brinkley stated the SDC total is approximately \$60,000. Councilor Luz emphasized an agreement ought to be drafted sooner than later and the property officially bought in order to avoid broker's fees, which would become effective at the end of October. Councilor C. Bartell noted \$20,000 seemed like a reasonable amount to help the sale move forward. Mayor Bellah emphasized that if the developer can build for both commercial and multifamily housing at once the City would help. Further discussion followed. Council opted to wait on a resolution to solidify the \$20,000 assistance in writing.

3) Parks and Greenway Commission

Councilor C. Bartell discussed the joint meeting with the Planning and Parks Commissions on October 10, 2016 regarding the Parks Master Plan. She noted there are no more Parks meetings

for the rest of 2016. Members of the Parks Commission brought pies as a thank you to Councilor C. Bartell's workplace, for which she publicly thanked them.

4) First Quarter Financial Report for FY 2016-2017

Ms. Boothe stated the financial report for the first quarter of fiscal year 2016-2017 is comparable to last year. The only anomalies are one-time, explained events. Mayor Bellah noted the water fund is up about \$10,000 in revenues compared to last year.

CITIZEN'S COMMENTS

Kenneth Chard of Phoenix, Oregon, came to Council to discuss how well the City is prepared in case of an emergency. He noted some of his previous experiences and gave suggestions as to what composes a thorough emergency preparedness plan. He expressed concern that one was not readily available to the public, and that the City may not have a plan in place, however, later under the City Manager's report, Chief Bowker explained the City has a thorough emergency plan in place.

CONSENT CALENDAR:

- 1) Approval of Minutes from September 16, 2016 Special City Council Meeting/Executive Session
- 2) Approval of Minutes from October 3, 2016 Regular City Council Meeting
MOVED BY LUZ, SECONDED BY C. BARTELL, TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. There was no further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES

UNFINISHED BUSINESS:

- 1) Review and Approve Offer to Hire City Manager

Two candidates were under consideration for the position of City Manager for the City of Phoenix: Jamie McCleod and Ryan Kirchoff. Background checks were conducted for both candidates, as well as interactions with staff, Council, and the public. Councilor Luz commented on Mr. Kirchoff's recommendations as well as Ms. McCleod's background in public service.
MOVED BY SOPHIE, SECONDED BY HELFRICH, TO OFFER EMPLOYMENT TO JAMIE MCCLEOD AS THE CITY MANAGER.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Helfrich, and Snyder
Abstention: Luz

MOTION APPROVED WITH FIVE AYES AND ONE ABSTENTION

Mayor Bellah asked Council to approve an initial salary of \$92,500 for the City Manager. Further discussion followed regarding the details of the contract and potential review schedules.

2) Strategic Goal Setting

Mr. Brinkley recommended Council schedule a study session in which to learn the program and how to best utilize it. Councilor C. Bartell suggested picking a date which would allow new Council members to attend as well since they will also be using the program. She requested staff be fully prepared and provide material to Council ahead of time to avoid the need for multiple training sessions.

NEW BUSINESS:

1) Discuss Lease of City Owned Property to Jackson County Fire District 5

Fire District 5 wants to consider a lease agreement rather than a purchase and sale agreement for the property at 116 W 2nd St. Mayor Bellah requested Attorney Kirchoff put together a draft of the lease before the next Council meeting. Councilor Sophie inquired as to feedback from the previous agreement. Attorney Kirchoff responded that Fire District 5 would like to continue using the space but prefers the flexibility of the lease agreement. Fire District 5 is willing to take on maintenance responsibilities for the property. The Mayor emphasized the need for a clear and direct lease agreement that outlines all terms satisfactorily. For example, if Fire District 5 stops using property as a fire station, it would revert back to the City.

2) Chamber of Commerce Request for Funds for Computer and Signage

Mr. Brinkley spoke on behalf of Melissa Wagy and noted the Chamber of Commerce would be glad to use a donated computer and therefore only need to request \$150 for vinyl lettering for their canopy. **MOVED BY SOPHIE, SECONDED BY LUZ, TO APPROVE THE CHAMBER OF COMMERCE REQUEST FOR FUNDS FOR SIGNAGE AND A DONATED COMPUTER.**

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder

MOTION APPROVED WITH SIX AYES

3) Discussion of Delinquent Transient Room Tax

A local business has fallen behind on their transient room tax. Current collections date back to January 2011, which amounts from \$25,000 to \$40,000 without interest or penalties. Councilor S. Bartell emphasized it is the role of the City Manager to keep Council aware of such issues. Mr. Brinkley noted the business has paid their transient room tax in recent years. Mayor Bellah pointed out that in 2013 they had several missing payments. Further discussion followed regarding strategies for encouraging the business owner to pay their transient tax.

4) Discussion of Lead and Copper Testing Results

So far, 15 results have returned from testing. The results represent drinking water from 12 homes and 3 parks within the City. Samples are still being tested from the same group of approximately 150 properties. Results indicate that the water within Phoenix is more than safe and well below EPA limits for lead and copper. Further discussion followed. Councilor Snyder asked why some households refuse testing. Theresa Syphers, of Public Works, clarified that it may be because they are not concerned about lead in their home.

5) Discussion of an Action Plan Regarding Evaluation of Main Street and Bear Creek Traffic Flow

Mayor Bellah would like the current Council to come up with a plan to hand to the new Council when they take office in regard to evaluating the traffic on Main St. There has been a lot of feedback from the community regarding the change from two lanes to one. In six months or a year, after the community has had a chance to use the new traffic pattern for a while, an evaluation would take place. Mr. Dipasquale, the Public Works Director, and Mr. Brinkley will work together to develop a proposed action plan by the second meeting in November, 2016. Further discussion followed.

STAFF REPORTS:

1) City Attorney's Report:

The attorney had nothing to report for the open meeting.

2) City Manager's Report:

Mr. Brinkley turned to Chief Bowker, the City of Phoenix Emergency Manager and Police Chief, who discussed the City's emergency plan. Five years ago, the County and all the cities got together and revamped each City's emergency plans. All of the police officers are currently trained in tactical first aid. The City of Phoenix works closely with the City of Talent to have a comprehensive local emergency plan. The emergency operations center would be based in the Public Works building. Chief Bowker invited any of the public to come by the police station if they would like more information regarding the emergency plan. Further discussion followed.

COUNCIL ITEMS, COMMENTS/REPORTS:

1) Councilor Snyder said there is a performance of Spoon River Anthology at RCC this Saturday and suggested people attend if they would like to see a show this weekend.

2) Councilor Sophie said there are upcoming meetings for RVCOG and MPO.

FIVE MINUTE RECESS

CALL TO ORDER

Mayor Jeff Bellah called the executive session of the City Council to order on Monday, October 17, 2016 at 8:00 p.m. in the Public Works Office.

ROLL CALL

PRESENT: Stan Bartell, Bruce Sophie, Carolyn Bartell, Terry Helfrich, Chris Luz, Jim Snyder, Jeff Bellah

Staff Present: Janette Boothe, Finance Director/City Recorder
Matt Brinkley, Interim City Manager

Mayor Bellah convened into a second executive session at 8:00 p.m. under ORS 192.660 (2)(d), which allows the City Council to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Discussion followed and no decisions were made. Mayor Bellah closed the executive session and convened into a general session at 8:30 p.m. Following the executive session, Mayor Bellah gave an overview of what was discussed.

The meeting adjourned at 9:00 P.M.

Respectfully submitted,

Attest:

Sarah Lind
Executive Assistant

Janette Boothe
Finance Director/City Recorder

**City of Phoenix
Special City Council Meeting
Public Works Office
1000 S. "B" Street
Monday, October 24, 2016**

DRAFT

CALL TO ORDER

Mayor Jeff Bellah called the special meeting of the City Council to order on Monday, October 24, 2016 at 5:30 p.m. in the Public Works Office.

ROLL CALL

PRESENT: Stan Bartell, Bruce Sophie, Carolyn Bartell, Terry Helfrich, Chris Luz, Jim Snyder, Jeff Bellah

Staff Present: Matt Brinkley, Interim City Manager
Sarah Lind, Administrative Coordinator

DISCUSS AND RATIFY THE TENTATIVE AGREEMENT FOR THE GENERAL UNIT COLLECTIVE BARGAINING AGREEMENT

The bargaining unit ratified the agreement at their previous meeting on October 20, 2016. The updated agreement included amendments to items such as work schedules, grievance/issue resolution, and healthcare. For example, healthcare will now be split ninety/ten percent rather than the previous ninety-five/five percent where the City will pay for ninety percent and the employee will pay for ten percent. Further discussion followed. **MOVED BY LUZ, SECONDED BY C. BARTELL, TO ACCEPT THE TENTATIVE AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT.**

ROLL CALL VOTE AS FOLLOWS:

**Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES**

DISCUSS AND RATIFY THE TENTATIVE AGREEMENT FOR THE POLICE COLLECTIVE BARGAINING UNIT

Council discussed the boots that the police unit has been using. Rather than having the police chief and lieutenant searching for boots for everyone, Council proposed a \$150 budget for each officer for the year to buy their own boots. Health insurance is the same as the General Unit agreement, a split of ninety/ten percent and cap at six percent. No changes were made to certification pay. Further discussion followed. **MOVED BY S. BARTELL, SECONDED BY LUZ, TO ACCEPT THE TENTATIVE AGREEMENT AS PRESENTED FOR THE POLICE COLLECTIVE BARGAINING UNIT.**

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES

FINALIZE PERSONNEL AGREEMENT FOR NEW CITY MANAGER

The newest version of the personnel agreement was presented to Council after revisions based on input from Councilor Snyder the previous week. The City Attorney emailed Mayor Bellah and said the contract was good to go. Council discussed various aspects of Jamie Mcleod's contract with her at the meeting. Ms. Mcleod requested the City Manager performance standards to be clarified. Mayor Bellah delineated the process in the final draft's exhibit "B" of the personnel agreement. Ms. Mcleod also requested a 60 day severance in the first year due to the upcoming changes in Council. Certifications, leave, and living within 20 minutes of the City of Phoenix were also discussed. Mayor Bellah asked that Ms. Mcleod join the Oregon County/City Manager's Association (OCCMA). Mayor Bellah emphasized the City Manager is the only political position within the staff of the City, and Council noted it is important for the City Manager to work toward having a communicative relationship with the Council and staff. Further discussion followed. **MOVED BY S. BARTELL, SECONDED BY SNYDER, TO APPROVE THE PERSONNEL AGREEMENT FOR THE NEW CITY MANAGER.**

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES

Ms. Mcleod requested two days off for the purpose of moving her and her family to Southern Oregon. Council discussed and decided to grant Ms. Mcleod two days of admin leave. **MOVED BY SOPHIE, SECONDED BY C. BARTELL, TO ALLOW TWO DAYS OF ADMINISTRATIVE LEAVE FOR JAMIE MCLEOD FOR THE PURPOSE OF MOVING HER AND HER FAMILY TO SOUTHERN OREGON.**

ROLL CALL VOTE AS FOLLOWS:

Ayes: Sophie, C. Bartell, S. Bartell, Luz, Helfrich, and Snyder
MOTION APPROVED WITH SIX AYES

The meeting adjourned at 6:25 P.M.

Respectfully submitted,

Attest:

Sarah Lind
Administrative Coordinator

Janette Boothe
Finance Director/City Recorder

AGENDA BILL

AGENDA ITEM: 8C

AGENDA TITLE: Annual Update of Parks and Greenway Commission Activities

DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: XX

EXPLANATION: The Parks and Greenway Commission submitted a report of their activities for the past year. Attached are minutes from November 5, 2016, January 21, 2016, February 18, 2016, April 14, 2016, July 7, 2016, and September 22, 2016.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

N/A

MOTION: “.”

PREPARED BY: Sarah Lind **REVIEWED BY:** _____

CITY OF PHOENIX PARKS AND GREENWAY COMMISSION

To: Mayor and City Council
From: City of Phoenix Parks and Greenway Commission – Theresa Syphers, PGC Secretary
Date: November 7, 2016
RE: Update of Parks and Greenway Commission Activities

Mayor and Councilors,

The Parks and Greenway Commission was created under 2.13 of the Phoenix Municipal Code.
Section 2.13.050 – Secretary reads:

The parks and greenway Commission shall elect or appoint a secretary who need not be a member of the parks and greenway commission. The secretary shall keep and accurate record of all parks and greenway commission proceedings. The parks and greenway commission shall on the first day of October of each year make and file a report of its activities with the city council. (*Ord. 894 1(part), 2007*)

Please accept the following report and accept my apology for it being presented late.

The Phoenix Parks and Greenway Commission submits this report of its activities.

- 6 Parks and Greenway Committee meetings held - Minutes attached
November 5, 2015, January 21, 2016, February 18, 2016, April 14, 2016, July 7, 2016 and
September 22, 2016 (Minutes not yet approved).
- Various sub-committee meetings for Bee City USA, Easter Egg Hunt and Dog Days of Summer.
- National Pollinator Week June 20 – 26, 2016 recognized by the City Council with a proclamation.
- Worked with the University of Oregon Community Service Center on the Parks Master Plan (in progress).
- A Parks Master Plan Open House was held at Colver Rd Park on June 4th.
- Easter Egg Hunt held at Phoenix Elementary School on March 26, 2016.
- Dog Days of Summer event at Colver Rd Park held on July 23, 2016.
- Events approved for 2017 – Dog Days of Summer
 - Easter Egg Hunt
 - Bee City USA National Pollinator Week event

**City of Phoenix
Parks and Greenway Commission Meeting
Public Works Office
1000 S. 'B' Street
November 5, 2015
6:30pm**

The meeting was called to order at 6:30 by David VandeVelde

Members Present: David VandeVelde, Dempsey Haller, Nancy Peterson, Carolyn Bartell and Lyla Heigl.

Members Absent: Laura Bellah (excused)

Visitors Present: Louis Junghans, Sarah Crawford, Alan Ringo and Chuck Smith

Staff Present: Theresa Syphers, Secretary

David reported that Pam Cooper had resigned from the Parks Commission. He said he was going to ask if she would continue to help with the Dog Days and Easter events.

Dempsey reported he had moved and wanted to make sure he was still able to serve on the Parks Commission. Theresa said the Parks Commission could have one member outside the city limits. The commissioners expressed their appreciation for Dempsey still wanting to serve on the commission.

Approval of Minutes

Lyla made a motion to accept the minutes of the July 9, 2015 meeting as presented. Nancy seconded the motion. The motion passed.

Citizen Comments

There were none.

New Business

a) Talent Show at Blue Heron Park

Dave asked Mr. Junghans to address the Commission. Mr. Junghans discussed his concern for the band shell not being used very often. He shared his idea of having a combined Phoenix and Talent talent show and discussed everything that would go into putting a talent show on. He said the Parks Commission could not do it alone and would need the help of the City Council, schools and local businesses. There was discussion. Mr. Junghans said he was also concerned with the lack of parking and lighting. Carolyn pointed out that more lights had been ordered to be placed in the park. There was continued discussion regarding parking. Carolyn shared with the commissioners the plan for temporary parking for Blue Heron Park and passed out maps showing where the temporary parking would be. Discussion continued. There was a general consensus that large events could not be planned at the band shell until the parking issue was addressed. Discussion continued. Carolyn said she would bring up the parking issue at the next City Council meeting.

Dave moved e) CRP Horseshoe Pits up on the agenda.

e) CRP Horseshoe Pits

Dave introduced Alan Ringo to the commissioners and asked him to address the commission. Mr. Ringo explained that he was a member of the Rogue Valley Pitchers and introduced Chuck Smith who was with him and is also a member of the Rogue Valley Pitchers. Mr. Ringo passed out a paper to each of the commissioners outlining what he was asking of the commission. He explained how the horseshoe pits at Colver Rd Park came to be, who built them and how often they were used. There was discussion. He went on to explain more about the Rogue Valley Pitchers. He continued with the safety improvements and maintenance that was needed at the horseshoe pits. He said some of the improvements needed were:

1. Replacement of the backboards in all the courts.
2. A 4-foot fence on the south side of the courts with 1-2 gates.
3. Fence in the east and west ends – leaving a drive through gate on the west end.
4. Add a second gate on the north side near the basketball courts.
5. Cement walkways redone in some or all courts.
6. Make all pits surrounded by cement with imbedded angle iron on the foul line.
7. Proper drainage and upgrade of the material covering the infield between pits.

There was discussion regarding the suggested improvements with the commissioners asking Mr. Ringo which improvements were most important. Mr. Ringo said items 2 and 4 were the improvements he would like to see first. There was discussion. Carolyn said she would talk to the City Manager and ask him to look into setting money aside in the next budget year for the improvements. Discussion continued with the commissioners thanking Mr. Ringo

b) Easter Egg Hunt Planning

Dave asked to have a sub-committee form and meet separately to begin the planning of the next years Easter egg hunt. The date for the event was set for Saturday, March 26th. There was discussion with Lyla agreeing to contact the principal of PES to confirm they wanted to help with the event and to contact the school district to confirm the date of the event. It was agreed that the sub-committee would meet after the date and place had been confirmed. Nancy, Lyla and Dave said they would serve on the sub-committee. Lyla said she would also contact the Iron Skillet to confirm they wanted to participate in the event again. Dave said he would contact Fire District 5 about them participating again. There was discussion with the commissioners each sharing what they thought went right and what needed to be changed at the last event. The commissioners all agreed a good sound system was needed to make the event more successful. Carolyn said that the city had purchased a new sound system that worked very well. Carolyn then shared some donations received from Karen Jones for next year's event. The commissioners were impressed with the items donated and excited for next year's Easter egg hunt. Discussion continued.

c) Beginning of Summer Event

The commissioners agreed that until the parking issue was resolved a Beginning of Summer event could not be planned. This item was tabled until the next Parks Commission meeting to learn more about the parking issue to see if a Beginning of Summer event would be planned this year.

d) BHP Community Stage Use

This item was discussed during the talent show discussion.

e) Proposed Park Projects – BHP Temporary Parking, Swings at CRP, Dog Park, Splash Pad.

As temporary parking had already been discussed the commissioners began the discussion with swings at CRP. There was discussion as to where in the CRP the swings could be placed. Carolyn showed on a map she passed out to the commissioners where she envisioned them being placed. There was discussion. The commissioners then discussed the idea of a dog park at CRP. After much discussion the commissioners agreed to discuss the idea more at the next meeting. The idea of a splash park was discussed next. Carolyn shared information she had received regarding splash parks in different cities. Sara Crawford expressed support for a splash pad in Phoenix, citing that

Talents splash pad get a lot of use. Discussion continued with the commissioners agreeing they needed more information to make an informed decision. Carolyn asked everyone to e-mail her questions they would like answered and she would get as much information as she could. Theresa said she would talk to the PW staff and forward their questions and concerns to her also. The commissioners agreed to table this discussion until the next meeting.

Unfinished Business

a) Dog Days of Summer Re-Cap

The commissioners discussed how the event went this year and what needed to be done differently next year. Discussion continued with the commissioners agreeing that due to the time this item would be held over to the next meeting.

b) Sprinkler Nights

Carolyn reported the sprinkler nights were well attended with a few regulars. It was noted that it was very smokey this summer and that may have affected attendance. Discussion continued with the commissioners agreeing to look at putting the sprinkler nights again closer to summer.

There was discussion as to how the parks budget works, how projects are funded and staffing available to maintain the parks.

Park Commission Member Comments/Reports

Lyla– Said she knows some retired teachers who would like to do nature activities in the park for children. The commissioners thought it was a great idea with Lyla saying she would have more information at the next meeting. Lyla also said that the Armadillo Tech School Board would like to address the Parks Commission with some ideas for use of the community stage.

Dempsey– Said he was glad he could stay on the Parks Commission after moving out of the city.

Nancy – Had no comments.

Carolyn – Reported she had heard there was going to be a “Fiesta Festival” on May 7th in Phoenix. There was discussion.

Dave – Asked Theresa to bring a report on park rentals to the next meeting. Theresa said she would. Dave reported the bulb planting had been cancelled until all the road construction was done. There was discussion. Dave reported there were two open positions on the Parks Commission. He also reported that Nancy and Laura’s terms were up this year and they would need to be re-appointed. There was discussion. Theresa said she would let Steve know whose terms were up so they could be on the next city council agenda for re-appointment.

Set Next Meeting Date

The next meeting was scheduled for January 21, 2016.

Adjournment

The meeting was adjourned at 9:15 pm.

**City of Phoenix
Parks and Greenway Commission Meeting
Public Works Office
1000 S. 'B' Street
January 21, 2016
6:30pm**

The meeting was called to order at 6:30 by David VandeVelde

Members Present: David VandeVelde, Laura Bella, Nancy Peterson, Carolyn Bartell and Lyla Heigl.

Members Absent: Dempsey Haller (excused)

Visitors Present: Sharon Schmidt, Chair of Phoenix Bee City USA Committee, Mandy Engler, teacher at Armadillo Technical Institute (ATI) in Phoenix, Patty Clark, parent of child at ATI and Dawn, parent of a child at ATI.

Staff Present: Theresa Syphers, Secretary, Matt Brinkley, Planning Director

Approval of Minutes

David said he remembered talking about a dog park at the last meeting, but did not see that discussion in the minutes. Theresa said she would correct the minutes to add the dog park discussion.

Nancy made a motion to accept the November 5, 2015 minutes with corrections. Laura seconded the motion. The motion passed unanimously.

NOTE: The November 5, 2015 minutes did include the discussion on dog parks so no correction was made.

Citizen Comments

There were none.

There was discussion as to the length of the meetings with Dave saying he would like to limit agenda item discussions to 10 minutes and try to end the meetings by 8:00pm. There was discussion with the committee agreeing to try to limit discussions to 10 minutes.

Dave moved agenda item 4 b) Bee City USA up on the agenda.

New Business

b) Bee City USA – Sharon Schmidt

Sharon thanked the commission for allowing her to address them. She reported that Bee City signs had been placed at each end of the City. She briefly explained the Bee City USA mission and purpose and reported the Bee City USA Pollinator week is June 20th through the 26th this year. She explained the Bee City USA committee's idea of the committee facilitating 10 pollinator gardens in the city. She explained how they envisioned the program would work. There was discussion. Sharon discussed the budget process with the commissioners. Sharon also encouraged pollinator friendly plantings done by businesses. There was discussion with the commissioners suggesting Bee City USA members go door to door to talk with businesses and talking with the Planning Director regarding pollinator friendly planting in the new "gateway" area and public spaces in Phoenix. Discussion returned to the budget

requested for the pollinator garden project discussed earlier. The commissioners were concerned with the budget for the project. Carolyn said she would talk to the City Manager about the budget and report back to Sharon. Discussion ended with the commissioners thanking Sharon for addressing the commission.

e) ATI Project

Dave explained that Armadillo Technical Institute (ATI), a charter school in Phoenix, was looking to partner with the City of Phoenix to provide summer programs at the parks. He introduced Mandy Engler, a teacher with ATI and Patty Clark and Dawn who have students at ATI and asked them to explain their ideas for the program. Ms. Engler explained that the teachers and parents at ATI were interested in holding one activity a month for a cost with the funds collected split between the city and the school. There was discussion. The commissioners questioned whether or not the city could waive the fees for using the facilities at the parks. Lyla said she had an upcoming meeting with the City Manager and would talk to him about the questions the commissioners had and report back at the next meeting. The commissioners all agreed they would like to see one event a month at the parks and asked Ms. Engler to come back to the commission with the dates they would like so they could be put on the calendar. Ms. Engler also said the school kids would be willing to help fill Easter eggs for the Easter Egg Hunt. Lyla said she would work with ATI on filling the Easter Eggs. There was discussion. The commissioners thanked Ms. Engler, Ms. Clark and Ms. Dawn for coming to the Parks Commission and their willingness to put the summer program on.

Dave reminded the commissioners there was still 2 vacancies on the Parks Commission. There was discussion.

Dave introduced Matt Brinkley and asked him to talk about the Parks Master Plan. Mr. Brinkley explained that the City had been awarded a grant from the Oregon Parks and Recreation Department for the preparation of a Parks Master Plan. He explained what the Parks Master Plan would entail. There was discussion. Mr. Brinkley said that the city received two bids to prepare the Parks Master plan and who the city chose. He went over the timeline for the preparation of the Plan. There was discussion. The commissioners thanked Mr. Brinkley for his presentation.

Mr. Brinkley also reported the City had formed an Arts Council. He explained what the duties of the Phoenix Art Council would be and invited the commissioners to apply if interested. There was discussion.

Unfinished Business

a) BHP Parking

Mr. Brinkley said that the Planning Department looked into temporary parking at Blue Heron Park and the cost to prepare the area in question for temporary parking was \$55,000.00. There was discussion. The commissioners agreed that temporary parking at Blue Heron Park was cost prohibitive. Mr. Brinkley explained that the parking issue is something that would be included in the Parks Master Plan. Discussion continued. The commissioners thanked Mr. Brinkley for his work on the parking issue.

b) Horseshoe Pits

Carolyn began discussion of the items in need of repair at the horseshoe pits. She said she would contact the Horseshoe group for cost of repairs including work they would be willing to do and present the costs to the Budget Committee.

Carolyn suggested that the proposed park projects, including the splash pad, be included in the Parks Master Plan before any further discussion takes place at the Parks Commission level. The commissioners agreed it was a good idea.

Dave reminded the councilors whose terms had expired to get their application to the City Manager for re-appointment.

He also reminded the commissioners it was the first of the year and Officers needed to be appointed. Nancy nominated Dave as the Chair of the Parks and Greenway Commission. Laura seconded the motion. The motion

passed unanimously. Nancy nominated Laura as the Vice-Chair of the Parks and Greenway Commission. Lyla seconded the motion. The motion passed unanimously.

c) Easter Egg Hunt

Dave went over the list he sent out in an e-mail that listed the items discussed at the Easter Egg Hunt sub-committee meeting. The commissioners each confirmed the duties they were responsible for. Theresa said she would purchase the candy in bulk to get the best deal. Discussion continued with the commissioners agreeing they felt the planning of the event was going well. There was also discussion regarding items that were not on the list Dave sent out.

Carolyn continued the discussion of the Master Plan. She asked for a formal letter to the City Council asking them to not use Park SDC funds until the Parks and Greenway Master Plan was completed.

Park Commission Member Comments/Reports

Lyla– Said she knows some retired teachers who would like to do nature activities in the park for children. The commissioners thought it was a great idea with Lyla saying she would have more information at the next meeting. Lyla also said that the Armadillo Tech School Board would like to address the Parks Commission with some ideas for use of the community stage.

Dempsey– Said he was glad he could stay on the Parks Commission after moving out of the city.

Nancy – Had no comments.

Carolyn – Reported she had heard there was going to be a “Fiesta Festival” on May 7th in Phoenix. There was discussion.

Dave – Asked Theresa to bring a report on park rentals to the next meeting. Theresa said she would. Dave reported the bulb planting had been cancelled until all the road construction was done. There was discussion. Dave reported there were two open positions on the Parks Commission. He also reported that Nancy and Laura’s terms were up this year and they would need to be re-appointed. There was discussion. Theresa said she would let Steve know whose terms were up so they could be on the next city council agenda for re-appointment.

Set Next Meeting Date

The next meeting was scheduled for January 21, 2016.

Adjournment

The meeting was adjourned at 9:15 pm.

**City of Phoenix
Parks and Greenway Commission Meeting
Public Works Office
1000 S. 'B' Street
February 18, 2016
5:30pm**

The meeting was called to order at 5:30 by David VandeVelde

Members Present: David VandeVelde, Laura Bella, Carolyn Bartell and Nancy Flowers.

Members Absent: Dempsey Haller (excused), Nancy Peterson and Lyla Heigl.

Visitors Present: Sharon Schmidt, BCU Phoenix

Staff Present: Theresa Syphers, Secretary

Citizen Comments

There were none.

New Business

b) Bee City Charter Preparation

Carolyn reported that the City Manager had prepared a draft charter for the Bee City USA sub-committee. She passed out copies of the draft c

e) Bee City USA

Carolyn reviewed with the commissioners the previous discussion regarding the budget for the Bee City USA committee. Discussion ensued regarding the budgeting process for the committee. The commissioners also discussed the budget for the Bee City USA project in June for National Pollinators Week. Laura made a motion to "approve \$500.00 for the Bee City USA event in June". The motion was seconded by Lyla and passed unanimously.

New Business

There was none.

Park Commission Member Comments/Reports

Chris Luz– Introduced Nancy Flowers to the commissioners. Nancy said she was very excited to be on the Parks Commission. She shared information about herself and her background with the commissioners. There was discussion. The commissioners asked Theresa to send a memo to the City Manager stating the Parks Commission was recommending Nancy's appointment to the Parks Commission. The commissioners thanked her for volunteering her time and said they were excited to have her on the commission.

Lyla– Reported she had met with ATI regarding the parks summer they would be hosting this summer at Blue Heron Park. There was discussion.

Laura – Said she had looked into the price of the child/adult swing she had mentioned at the last meeting with the cost being \$1200.00. There was discussion.

Carolyn – Asked the commissioners if they would be willing to send a memo to the City Manager asking that no further funds from the Parks SDC fund be spent until after the Parks Master Plan was completed. There was discussion with the commissioners directing Theresa to send the discussed memo to the City Manager.

Carolyn also reported that the Phoenix Elementary School was having a reading night on March 1st and thought that might be a good time to pass out flyers for the Easter egg hunt. There was discussion. Carolyn invited those who could attend to be there.

Carolyn reported that at the City Council goal setting meeting, the councilors had discussed restoring Bear Creek along the trail at Blue Heron Park. There was discussion with the commissioners agreeing they would like to see the restoration done.

Set Next Meeting Date

The next meeting was scheduled for April 14, 2016.

Adjournment

The meeting was adjourned at 8:30 pm.

**City of Phoenix
Parks and Greenway Commission Meeting
Public Works Office
1000 S. 'B' Street
April 14, 2016
6:30pm**

The meeting was called to order at 5:30 by David VandeVelde

Members Present: David VandeVelde, Laura Bella, Carolyn Bartell and Nancy Flowers.

Members Absent: Dempsey Haller (excused), Nancy Peterson and Lyla Heigl (excused)

Visitors Present: Sharon Schmidt, BCU Phoenix (arrived at 7:15pm)

Staff Present: Theresa Syphers, Secretary

Citizen Comments

There were none.

Old Business

a) Bee City Charter and Event Preparation

Carolyn reported the Mayor, CC President and the City Manager felt the Bee City USA sub-committee needed a charter and was asking the Parks Commission input. Carolyn shared a rough draft she had with the commissioners. There was discussion. Sharon Schmidt, Chair of the Bee City USA committee stated she was glad a charter was being prepared. She reported on the activities being prepared for the National Pollinator Week in June. There was discussion. She also reported the Bee City committee was interested in placing a bee hive at public works. There was discussion with the Parks Commission directing Sharon to send more information, including where they would like to place the hive, to Carolyn who would share the information with the City Council.

b) Easter Egg Hunt Recap

The commissioners discussed the success of the Easter Egg hunt and the large turnout. There was discussion about possibly moving the event to the high school to accommodate more parking as more people take part in the event. Discussion continued with Dave saying he would get a GC from Iron Skillet to present to the PES janitor in appreciation for all his help along with thank you cards being sent to all who helped out at the event.

c) Dog Days of Summer

Laura updated the commissioners on the progress of the Dog Days event and items discussed at the sub-committee meetings. There was discussion. Laura asked if Theresa would print up "save the date" flyers and the event flyers. Theresa said she would with Laura said she would get the information to be on the flyers to her. Laura said April 21st was the date of the next sub-committee meeting and that she would up-date the commissioners at the next meeting.

d) Parks Commission Budget

Dave began discussion of the Parks Commission budget. There was discussion regarding the budget for the Bee City committee with the commissioners agreeing to budget \$500.00 for Bee City events. There was discussion as to how much money to budget for the Easter Egg Hunt event and the Dog Days of Summer event. Discussion continued with

the commissioners agreeing to request \$3,500.00 from the budget committee for the 2016/17 fiscal year. Carolyn said she would take that recommendation to the Budget Committee on behalf of the Parks and Greenway Commission.

e) Parks Master Plan

Dave reminded the commissioners about the Parks Master Plan Open House on June 4th. There was discussion.

New Business

There was none.

Approval of Minutes

Laura mad a motion to approve the February 18, 2016 Parks Commission meeting minutes as presented. Dave seconded the motion. The motion passed unanimously.

Councilor Comments

There were none.

Set Next Meeting Date

The next meeting was scheduled for July 7, 2016.

Adjournment

The meeting was adjourned at 8:30 pm.

**City of Phoenix
Parks and Greenway Commission Meeting
Public Works Office
1000 S. 'B' Street
July 7, 2016
6:30pm**

The meeting was called to order at 6:35 by David VandeVelde

Members Present: David VandeVelde, Laura Bella, Carolyn Bartell and Lyla Heigl.

Members Absent: Dempsey Haller (excused), Nancy Peterson (excused) and Nancy Flowers.

Visitors Present: Lori Jendre, Lyle Heigl and Sandy Wine

Staff Present: Theresa Syphers, Secretary

Citizen Comments

There were none.

Dave introduced Lori Jendre and Sandy Wine. The commissioners welcomed them to the meeting. There was discussion regarding joining the Parks Commission and how the Parks Commission functions.

There was discussion regarding whether Dempsey was still interested in being on the Parks Commission. Lyla said she would talk to him and report back at the next meeting.

Approval of Minutes

Laura made a motion to approve the April 14, 2016 minutes as presented and seconded by Lyla.. The motion passed.

Old Business

a) Bee City USA Update

Dave reported that he had attended the Bee City Pollinator Garden, stating that it was well attended. There was discussion. He also said he visited with Sharon Schmidt, Chair of the Bee City USA Phoenix sub-committee, and she showed him the bee hives she has on her property. There was discussion with Dave saying he learned a lot about bees and that Sharon was willing to meet with anyone to show off her bee hives and teach them more about the importance of bees.

Carolyn reported on the progress of the Bee City Charter. There was discussion with Carolyn saying she would send the finalized product to the commissioners, Theresa and the Bee City Committee for review before adopting.

The commissioners discussed bat houses and the idea of putting them throughout the city. Discussion continued with Dave and Lyla saying they would look into bat houses and report back to the commissioners. Discussion continued.

b) Membership

Dave invited Lori and Sandy to look at the Parks Commission info on the website. There was discussion.

c) Budget

Carolyn reported that the Budget Committee had approved the Parks Commission request for \$3,500.00 for the 2016/17 fiscal year, with \$500.00 of that set aside for Bee City activities. The commissioners discussed upcoming events. Carolyn explained where the funds for the Parks Commission came from. Discussion continued. The commissioners discussed the possibility of having a Recreational Director position and programs that can be run out of the future Community Center. Discussion continued.

d) Parks Master Plan Update

Dave reported that there was a good turnout at the Parks Master Plan Open House on June 4th. Laura reported that Aniko, with U of O, would be at the Dog Days of Summer event to get more info from the public regarding what they would like to see in the parks in Phoenix. There was discussion.

e) Dog Days of Summer

Laura and Lyla updated the commissioners on the progress of the event. Laura passed out a schedule for the event. There was discussion. Laura discussed items that would need to be completed for the event. Theresa and Laura agreed to meet in the coming week to discuss items needed to be completed by city staff. Discussion continued. Carolyn asked about purchasing banners to be placed at the N and S islands. The committee agreed it was a good idea.

Laura made a motion to approve the funds be spent to purchase Dog Days banners to be placed at the islands. Dave seconded the motion. The motion passed unanimously.

Carolyn said she would purchase the banners and get them to Theresa so staff could put them up. Discussion continued. Laura said she would talk to the Mayor about putting out a press release about the event. Laura also said she had made a Face Book page.

New Business

Councilor Comments

Carolyn reported that she was talking with the Phoenix/Talent School district regarding using the High School for the Easter Egg hunt next year. There was discussion. Carolyn said she would report back to the commissioners when she had more to share.

Set Next Meeting Date

The next meeting was scheduled for September 22, 2016.

Adjournment

The meeting was adjourned at 8:35 pm.

AGENDA ITEM

I. ROLL CALL

Chair Summerhays called the meeting to order at 6:30 PM. In attendance were Commissioners Atkin, Farlow, Couch, and Chair Summerhays. Commissioner Eisenhauer was absent. There was a quorum. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

II. APPROVAL OF THE AGENDA

Add III. Approval of Minutes from February 22, 2016.

III. APPROVAL OF MINUTES

A. MINUTES FROM FEBRUARY 22, 2016 - REGULAR PLANNING COMMISSION MEETING

Minutes from February 22, 2016 - Regular Planning Commission Meeting. MOVED BY COMMISSIONER ATKIN, SUPPORTED BY COMMISSIONER FARLOW, TO APPROVE THE MINUTES WITH ONE MINOR CHANGE.

ROLL CALL VOTE AS FOLLOWS:
AYES: ATKIN, FARLOW & COUCH (3)
NAYS: NONE (0)
ABSTENTIONS: SUMMERHAYS (1)

IV. NEW BUSINESS

A. DESIGNATE STAFF PERSON TO OVERSEE LANDMARK SIGN REVIEW

Mr. Brinkley explained that the Land Development Code allows for landmark signs which are of historical or architectural importance. The Planning Commission can review those permit applications or designate a staff person to do so.

Mr. Brinkley gave a brief history about the specific sign to be installed. There was discussion on how to phrase the motion.

MOVED BY COMMISSIONER FARLOW, SUPPORTED BY COUCH, TO APPOINT PLANNING DEPARTMENT STAFF TO REVIEW THE LANDMARK SIGN PROGRAM APPLICATION.

ROLL CALL VOTE AS FOLLOWS:
AYES: ATKIN, FARLOW, COUCH & SUMMERHAYS (4)
NAYS: NONE (0)
ABSTENTIONS: NONE (0)

THE MOTION PASSED.

V. OLD BUSINESS

A. CONTINUE DISCUSSION OF THE FINAL DRAFT OF THE REGIONAL ECONOMIC OPPORTUNITY STUDY

Mr. Brinkley said that we are now at the point where we have a final document. The most important part included in the documents is the recommendation to include all of the employment land in PH-5 in the UGB expansion. Mr. Brinkley said that the land along the most northern end of PH-5 will most likely not be part of this UGB amendment which underscores the need to bring all of the other employment land in. However, this land could effectively be used as a buffer zone.

There was discussion about parcel size and possible uses. Mr. Brinkley would like the Commissioners to get back to him with any comments they have.

This document will become part of the UGB amendment which will expectantly be submitted to Jackson County by early 2017.

B. CONTINUE DISCUSSION OF HOUSING NEEDS ANALYSIS

Mr. Brinkley said that this document is now pretty much final, too. He gave a brief history of the document. With this installment, we now have the amount of demand for residential land that will get generated over the next 20 years as well as the amount of land the City will need.



B. CONTINUE DISCUSSION OF HOUSING NEEDS ANALYSIS

There was discussion. Commissioner Couch wanted to know how the City decides about which land will and will not be part of the UGB amendment. Mr. Brinkley explained the background of the RPS. All those studies to determine potential properties were part of the original RPS plan. There was discussion.

C. CONTINUE DISCUSSION OF TRANSPORTATION SYSTEM PLAN UPDATE

Mr. Brinkley said that we now also have the final document for the transportation system plan update. There was discussion.

Mr. Brinkley would like the Commissioners to come up with a date for a joint study session with City Council. There was discussion.

MOVED BY COMMISSIONER ATKIN, SUPPORTED BY COMMISSIONER COUCH, TO INVITE CITY COUNCIL TO A REGULAR PLANNING COMMISSION MEETING IN MAY FOR A JOINT STUDY SESSION TO DISCUSS THE TRANSPORTATION SYSTEM PLAN UPDATE

ROLL CALL VOTE AS FOLLOWS:
AYES: ATKIN, FARLOW, COUCH & SUMMERHAYS (4)
NAYS: NONE (0)
ABSTENTIONS: (0)

THE MOTION PASSED UNANIMOUSLY.

VI. PUBLIC COMMENTS

None.

VII. COMMENTS FROM COMMISSIONERS

Commissioner Couch was wondering when it is appropriate to send recommendations from the Planning Commission to the other commissions in the City about certain projects. Mr. Brinkley answered that whenever the Planning Commission feels it is necessary to do so, they can do it.

Commissioner Farlow said that he would like to reopen the discussion on how to accommodate housing for the homeless. There was discussion. Commissioner Farlow wanted to see this item on the agenda in the near future.

Commissioner Atkin wanted to know if it was made sure that the people at the Bavarian Hotel will get sufficient notice before the demolition of the hotel. Mr. Brinkley said that the City will make sure that they will get sufficient notice.

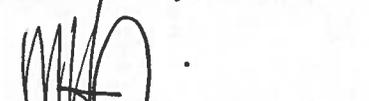
VIII. PLANNING DIRECTOR'S REPORT

Mr. Brinkley said that he wants the Planning Commission to look at "tree protection provisions" in the near future to figure an enforcement mechanism. There was discussion. Chair Summerhays said that she is pretty sure that the City did a tree inventory in the past.

IX. ADJOURNMENT

The meeting was adjourned at 8.05 pm.


Micki Summerhays, Chair


Matt Brinkley, Planning Director

AGENDA ITEM

- I. ROLL CALL

Chair Summerhays called the meeting to order at 6:30 PM. In attendance were Commissioners Atkin, Farlow, Couch, Eisenhauer and Chair Summerhays. There was a quorum. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

- II. APPROVAL OF THE AGENDA

No changes to the agenda.

- III. APPROVAL OF MINUTES
 - A. MINUTES FROM MARCH 14, 2016 – REGULAR PLANNING COMMISSION MEETING

Minutes from March 14, 2016 – Regular Planning Commission Meeting. **MOVED BY COMMISSIONER COUCH, SUPPORTED BY COMMISSIONER EISENHAUER, TO APPROVE THE MINUTES AS PRESENTED.**

ROLL CALL VOTE AS FOLLOWS:
AYES: ATKIN, COUCH, FARLOW, EISENHAUER & SUMMERHAYS (5)
NAYS: NONE (0)
ABSTENTIONS: NONE (0)

 - B. MINUTES FROM MARCH 28, 2016 – REGULAR PLANNING COMMISSION MEETING

Minutes from March 28, 2016 – Regular Planning Commission Meeting. **MOVED BY COMMISSIONER COUCH, SUPPORTED BY COMMISSIONER ATKIN, TO APPROVE THE MINUTES AS PRESENTED.**

ROLL CALL VOTE AS FOLLOWS:
AYES: ATKIN, COUCH, FARLOW & SUMMERHAYS (4)
NAYS: NONE (0)
ABSTENTINOS: EISENHAUER (1)

- IV. JOINT STUDY SESSION ON TRANSPORTATION SYSTEM PLAN

Mr. Brinkley explained to the Commissioners why City Council is not attending tonight's meeting. Members of the Council were unsure whether the meeting was properly noticed and decided not to attend. There was discussion. Commissioner Atkin pointed out that one of the attendants tonight, who was a Phoenix citizen, even brought a printed out agenda for the meeting. She said that she as well found all the information for tonight's meeting online.

Mr. Brinkley started his presentation on the Transportation System Plan by pointing out the highlights of the document. He explained the connection of the Transportation System Plan to the Comprehensive Code and other documents. He also outlined all the public input that took place up to this point in time. Deficiencies were identified and solutions were proposed including a "ready-to-adopt" section for the Land Development Code.

Mr. Brinkley then continued his presentation by going thru the proposed projects in detail. There was continued discussion about the Transportation System Plan in general as well as some specific projects.

After his presentation, Mr. Brinkley asked the Commissioners to submit their comments to him by May 9, 2016.

There will also be a second Joint Study Session with City Council on May 23, 2016. Mr. Brinkley asked the Commissioners if they think it is necessary to go through the Transportation System Plan update project-by-project at the joint study session, or not. The agreement was to present the TSP update project-by-project. After that, there will be a public hearing before the Planning Commission in June and before City Council in July.

V. OLD BUSINESS

None.

VI. PUBLIC COMMENTS

Dawn KC, said that there is a big parking problem on North Pine Street between Third and Fifth Street. Mr. Brinkley said that the City has 60 feet of right-of-way and it would be possible to construct a sidewalk plus parking spaces.

Commissioner Couch said that we have to make sure to give the citizens in that area plenty of notice before the City takes any kind of action. Mr. Brinkley said that he would never agree to a road design that would sacrifice the safety of children. There were no further comments from the public.

VII. PLANNING DIRECTOR'S REPORT

Mr. Brinkley said that we are waiting for the geotechnical report for one of the proposed locations for the Community Center.

Also, the City will be doing the landscaping islands on Main Street soon. We should receive a list of proposed plants, soon.

Mr. Brinkley said that he requested funds for the new fiscal year for a local economic opportunity analysis.

Commissioner Couch requested a report about a tree recently removed without permits on Church Street.

Mr. Brinkley said that the tree was removed without the knowledge of the property owner. It was removed by the power company. He said that he talked to the arborist who said that the tree was within five years of dying, as stated in an arborist report. He added that we will have to take a look at the tree removal ordinance in the near future.

VIII. ADJOURNMENT

The meeting was adjourned at 7.50 pm.


Micki Summerhays, Chair


Matt Brinkley, Planning Director

AGENDA ITEM

I. ROLL CALL

Vice Chair George "Ike" Eisenhower called the meeting to order at 6:30 PM. In attendance were Commissioners Atkin, Farlow, and Couch. Chair Summerhays was absent. City Council members in attendance were Mayor Bellah, Councilors Sophie, C. Bartell, S. Bartell, and Helfrich. Counselor Luz was absent. There was a quorum. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

II. APPROVAL OF THE AGENDA

No changes to the agenda.

III. APPROVAL OF MINUTES

Minutes from April 25, 2016 – Regular Planning Commission Meeting. **MOVED BY COMMISSIONER FARLOW, SECONDED BY COMMISSIONER ATKIN, TO APPROVE THE MINUTES AS PRESENTED.**

A. MINUTES FROM APRIL 25, 2016 – REGULAR PLANNING COMMISSION MEETING

ROLL CALL VOTE AS FOLLOWS:

AYES: ATKIN, COUCH, FARLOW, EISENHAUER (4)

NAYS: NONE (0)

ABSTENTIONS: SUMMERHAYS (1)

IV. JOINT STUDY SESSION ON TRANSPORTATION SYSTEM PLAN UPDATE

Mr. Brinkley updated the planning commission on the progress of the Transportation System Plan. The TSP covers all modes of transportation from pedestrian, to freight, to vehicular transportation.

He started his presentation on the Transportation System Plan by stating all the projects will be examined and emphasizing the history and importance of the Transportation System Plan element of the Comprehensive Plan. The old Transportation System Plan has been in place since 2003 and does not take into account many of the recent changes to the city's transportation system.

Mr. Brinkley explained how projects are organized based on whether the project addresses a current transportation deficiency, when it could be constructed, and whether or not funding is available. Broad goals of the TSP include safety, mobility, and livability.

He then continued his presentation by reviewing proposed projects in detail. Discussion about individual projects took place as questions arose during the presentation. In particular, there was discussion about the implementation of a Conceptual Street Network for PH-5 and PH-10, improving the railroad crossing at Glenwood Drive, restriping of OR99 in PH-3 to include bike lanes, and realigning the entrance to the Pacific Village at Rose Street and OR99.



**JOINT STUDY
SESSION ON
TRANSPORTATION
SYSTEM PLAN
UPDATE (CONT.)**

Deficiencies were identified in the existing transportation network and solutions were proposed. Mr. Brinkley stated that the City wanted some flexibility for design in this TSP.

After his presentation, Mr. Brinkley asked for comments to be emailed to him by May 27th.

Commissioner Couch said he would like to add a traffic calming device on First Street to the list. Further discussion followed.

There will be a public hearing before the Planning Commission in June and before City Council in July.

Further discussion followed about various projects and ideas, specifically projects included in PH-3. There was broad interest the Coleman Creek culvert replacement project and many thought it should be a higher priority project.

V. OLD BUSINESS

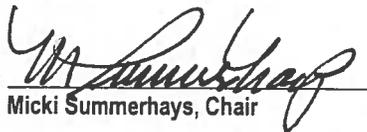
None.

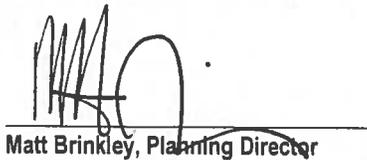
VI. PUBLIC COMMENTS

None.

VII. ADJOURNMENT

The meeting was adjourned at 8:15 pm.


Micki Summerhays, Chair


Matt Brinkley, Planning Director

AGENDA ITEM

I. ROLL CALL

Chair Micki Summerhays called the meeting to order at 6:30 PM. In attendance were Commissioners Eisenhauer, Atkin, and Couch. Commissioner Ben Farlow was absent. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

II. APPROVAL OF THE AGENDA

Item three was scratched – Chair and Vice Chair elections took place several months ago.

III. ELECTION OF CHAIR AND VICE CHAIR

See above item.

IV. APPROVAL OF MINUTES

Approval of Minutes: Minutes from the Joint Study Session on May 23, 2016. **MOVED BY COMMISSIONER COUCH, SECONDED BY COMMISSIONER ATKIN, TO APPROVE THE MINUTES WITH ONE MINOR CORRECTION.**

A. JOINT STUDY SESSION MAY 23, 2016

**ROLL CALL VOTE AS FOLLOWS:
AYES: ATKIN, COUCH, EISENHAUER (4)
NAYS: (0)
ABSTENTIONS: SUMMERHAYS (1):**

**V. NEW BUSINESS:
A. PUBLIC HEARING FOR ANNEXATION AND ZONE CHANGE REQUEST ON HILSINGER ROAD AND PACIFIC LANE.**

Matt Brinkley gave a brief explanation of the requested annexation supported by some additional information by the applicant, Mr. Williams. The Williams family would retain their lot while the other lots would be divided for residential purposes.

Chair Summerhays explained the history of the Hilsinger Overlay and the reasoning behind its creation. Discussion followed on the possible zoning process.

Matt Brinkley continued his presentation by summarizing the staff report. The recommendation from staff and the planning commission would be to approve the application for annexation to city council. This is the first annexation the city has had since 2006.

In regards to the request for zone change, some elements such as population do not apply. This annexation would be well within the expected population growth boundaries. As for public facilities, the density to which the area may be developed will be limited by the ease of water access to the properties.

Discussion followed about the accessibility and availability of housing in the Phoenix area. Housing such as higher density multifamily rentals to single family detached rentals would be well within the market. The urbanization plan requires that higher density housing take place more toward the city center with access to transportation.

**PUBLIC HEARING FOR
ANNEXATION AND ZONE
CHANGE REQUEST (CONT.)**

The application for the property has been found to comply with standards for approval of annexation and to change land use designation.

Chair Summerhays suggested accepting Matt Brinkley's report into the public hearing.

Chair Summerhays opened the hearing to the public and asked for any conflicts of interest among the Commissioners. There were none. She also briefly explained the procedures of the public hearing.

Mr. Williams, applicant, explained his reasoning behind the annexation and zone change request. He discussed the history of the neighborhood, architecture styles, lot layouts, and CC & R's. Mr. Williams discussed the community involvement in this proposed idea as well. Krista Peterson (Tracy Lane resident) and Mike McKay (Pacific Lane resident), neighbors of Mr. Williams, spoke in favor of the annexation.

Chair Summerhays closed the hearing to the public.

Mr. Brinkley said that two Minor Lot Partition applications as well as a Type II variance were also submitted as part of the application. Those applications will be handled administratively. There was no additional deliberation on the proposed annexation A16-01

**MOVED BY COMMISSIONER EISENHAUER, SECONDED BY
COMMISSIONER COUCH, TO RECOMMEND APPROVAL OF THE
ANNEXATION TO CITY COUNCIL**

ROLL CALL VOTE AS FOLLOWS:

AYES: SUMMERHAYS, ATKIN, COUCH & EISENHAUER (4)

NAYS: NONE (0)

ABSTENTIONS: NONE (0)

There was no additional deliberation on the Zone Change request ZO16-01.

**MOVED BY COMMISSIONER EISENHAUER, SECONDED BY
COMMISSIONER COUCH, TO APPROVE ZONE CHANGE APPLICATION
ZO 16-01.**

ROLL CALL VOTE AS FOLLOWS:

AYES: SUMMERHAYS, ATKIN, COUCH & EISENHAUER (4)

NAYS: NONE (0)

ABSTENTIONS: NONE (0)

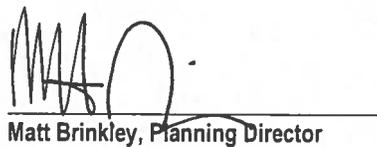
- V. PUBLIC COMMENTS
Mr. Williams commented on the new ODOT F.U.I. signs and mentioned that they do not say Phoenix on them.

- VI. COMMISSIONERS REPORT
Commissioner Couch stated he is still upset about the redwood tree that was removed recently. In the future, he'd like to have the Planning Commission involved in certain tree removal applications.

- VII. PLANNING DIRECTOR'S REPORT
There will be a public hearing on the TSP on June 27. PHURA and the City Council came together on the location of the plaza. The location follows the recommendation from Matt Brinkley. He stated that the Planning Commission will need to think about the Land Development Code and Comprehensive Plan amendments; trees, homelessness, and tiny homes.

- VIII. ADJOURNMENT
The meeting was adjourned at 8:15 pm.


Micki Summerhays, Chair


Matt Brinkley, Planning Director

AGENDA ITEM

I. ROLL CALL

Chair Micki Summerhays called the meeting to order at 6:30 PM. In attendance were Commissioners Eisenhauer and Couch. Commissioner Atkin and Farlow were excused. Staff in attendance were Planning Director Matt Brinkley and Assistant Planner Steffen Roennfeldt.

II. APPROVAL OF THE AGENDA

The agenda was approved with no changes

**III. APPROVAL OF MINUTES
A. REGULAR PLANNING COMMISSION MEETING JUNE 13, 2016**

Regular Planning Commission Meeting, June 13, 2016: The minutes were approved with no changes.

MOVED BY COMMISSIONER COUCH, SECONDED BY COMMISSIONER EISENHAUER, TO APPROVE THE MINUTES FROM THE JUNE 13, 2016 REGULAR PLANNING COMMISSION MEETING

ROLL CALL VOTE AS FOLLOWS:

AYES: COUCH, EISENHAUER (2)

NAYS: NONE (0)

ABSTENTIONS: SUMMERHAYS (1)

**IV. NEW BUSINESS:
A. PUBLIC HEARING FOR AMENDMENT OF COMPREHENSIVE PLAN PERTAINING TO TRANSPORTATION SYSTEM ELEMENT (CP15-01)**

Chair Summerhays opened the public hearing for the Amendment of Comprehensive Plan pertaining to the Transportation System Element. Mr. Brinkley gave the staff report.

Type IV legislative action is recommended by the Planning Commission to the City Council regarding the TSP update. The applicant is the City of Phoenix. The recommendation is for approval of the Comprehensive Plan amendment as it is presented. The Transportation System Plan would replace the entire current transportation element of the Comprehensive Plan.

Mr. Brinkley stated that the review procedure is relatively simple with the exception of statewide planning goals and guidelines. All other public hearings and meetings were duly noticed prior to the final hearing with the city Planning Commission. He further noted that the City Council and Planning Commission had received some comments after the last Joint Study Session. Several comments pertained to the section of OR99 that crosses Coleman Creek and how it lacks sidewalks. This particular project will need to be reprioritized and funding may be become available shortly. Chair Summerhays advised modifying the prioritization of the project. Mr. Brinkley stated it could be modified from a medium level to a high level project. The Commissioners agreed.

Don Morehouse from ODOT explained his role in the project. Mr. Morehouse is a development planner and has been working on local TSP's.

TSP updates are done with a combination of funds from ODOT and the RVACT.

Mr. Brinkley proposed changing the priority of the Coleman Creek project from medium to high, as well as changing the timeline of the project to short. It was also proposed to combine the road between Umpqua Bank and 7/11 and eventually adding a traffic signal. Mr. Morehouse confirmed that the plan is mostly consistent with the county TSP update.

Chair Summerhays closed the public hearing after no public comments. Deliberation included Commissioner Couch requesting a traffic calming device on First Street. Commissioner Eisenhauer is in favor of the update to the TSP.

MOVED BY COMMISSIONER COUCH, SECONDED BY COMMISSIONER EISENHAUER, TO RECOMMEND THE TSP UPDATE WITH CHANGES AS DISCUSSED TO THE CITY COUNCIL.

ROLL CALL VOTE AS FOLLOWS:

AYES: COUCH, EISENHAUER, SUMMERHAYS (3)

NAYS: (0)

ABSTENTIONS: (0)

V. OLD BUSINESS

None

VI. PUBLIC COMMENTS

None

VII. COMMENTS FROM COMMISSIONERS

Commissioner Couch did some research about the arborist that did the tree report on the recently removed redwood on First Street. He proposed some changes to the tree removal ordinance and requested that the Planning Commission talk about possible changes to the tree removal ordinance at the next meeting. Further discussion followed. Commissioner Couch suggested having a tree inventory in the mayor's newsletter.

Commissioner Eisenhauer agreed with Commissioner Couch's comments and also wants to put more effort into saving historical structures.

Mr. Brinkley said the city definitely needs to modify and update the tree removal ordinance.

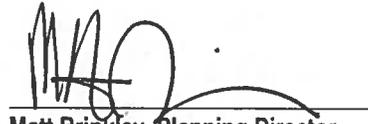
VIII. PLANNING DIRECTOR'S REPORT

The tree ordinance update needs work. Mr. Brinkley also wants to get working on new regulations for self-storage facilities as well as affordable housing needs to be part of the housing element update in the Comprehensive Plan. In addition, the Economic Element of the Comprehensive Plan needs to be updated. The land use and urbanization elements also need to be updated.

IX. ADJOURNMENT

The meeting was adjourned at 7.17 pm.


Micki Summerhays, Chair


Matt Brinkley, Planning Director

AGENDA BILL

AGENDA ITEM: 8E

AGENDA TITLE: Approval of a Liquor License for Esaan Café Thai Cuisine, 4150 S Pacific Hwy Suite A Medford, OR 97501.

DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: _____

EXPLANATION:

Lanthom Inthavong, owner of Esaan Café Thai Cuisine, 4150 S. Pacific Hwy Suite A, is requesting Council approve her application for limited on-premise sales. Esaan Café Thai Cuisine is applying as a limited liability company. A copy of her application was sent to the Police Chief and Planning Director on November 1, 2016. The application was reviewed and approved by Chief Derek Bowker on November 3, 2016.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve Ms. Inthavong’s application for a liquor license at the November 7, 2016 City Council Meeting.

MOTION: “I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE LIQUOR LICENSE FOR ESAAN CAFÉ THAI CUISINE FOR LIMITED ON PREMISE SALES ON NOVEMBER 7, 2016.”

PREPARED BY: Sarah Lind REVIEWED BY: MTB



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

MR

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
- Commercial Establishment
- Caterer
- Passenger Carrier
- Other Public Location
- Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other _____

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 10-4-16

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Esaan cafe Thai cuisine LLC
② _____ ③ _____ ④ _____

2. Trade Name (dba): Esaan cafe Thai cuisine, LLC

3. Business Location: 4150 S. Pacific Hwy. suite A. Medford OR 97501
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 4150 S. Pacific Hwy. suite A Medford OR 97501
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-897-4474
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: N/A Type of License: N/A

8. Former Business Name: N/A

9. Will you have a manager? Yes No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Phoenix, Jackson County
(name of city or county)

11. Contact person for this application: Lanthom Inthavong 541-646-0479
(name) (phone number(s))
1476 Poplar Drive APT#4 (address) (fax number) Lanny [Signature]@gmail.com (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Lanthom Inthavong Date 10-4-16 ③
② _____ Date _____ ④

RECEIVED
OCT 11 2016
MEDFORD REGIONAL OFFICE
OREGON LIQUOR CONTROL COMMISSION

AGENDA BILL

9A

AGENDA ITEM: _____

AGENDA TITLE: Approve General Unit Collective Bargaining Agreement

DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: _____

EXPLANATION: At the Special Meeting on October 24, 2016, Council moved to accept the tentative agreement for the collective bargaining agreement. They agreed with the terms of the agreement and no changes were made. Prior to this meeting, on October 20, 2016, the bargaining unit ratified the agreement. The updated agreement included amendments to items such as work schedules, grievance/issue resolution, and healthcare; "The City shall contribute ninety percent (90%) of the monthly premium and the employee shall contribute ten percent (10%), up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City." The agreement also included 2.5% cost of living increase, effective January 1, 2017.

FISCAL IMPACT: Budgeted for.

ALTERNATIVES:

STAFF RECOMMENDATION: Staff recommends Council approve the ratified Collective Bargaining Agreement.

MOTION: "I MOVE TO APPROVE THE MAYOR TO SIGN THE RATIFIED COLLECTIVE BARGAINING AGREEMENT."

PREPARED BY: Sarah Lind

REVIEWED BY: 

CITY OF PHOENIX GENERAL UNIT
AND
TEAMSTERS LOCAL 223
COLLECTIVE BARGAINING AGREEMENT
JANUARY 1, 2017 - DECEMBER 31, 2019

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PREAMBLE

This Agreement and any attached Appendices is entered into by the City of Phoenix, General Unit, hereinafter referred to as the "City" and Teamsters Local #223 hereinafter referred to as the "Union." Unless indicated otherwise, references to the "City" herein shall include the Mayor, the City Administrator and the City Council or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement.

SCOPE OF AGREEMENT

This agreement shall apply to all employees of the City, as set forth in "Appendix A" but excluding supervisory employees, confidential employees, Police Department employees belonging to another bargaining unit, part-time employees working less than 110 hours per month, seasonal employees hired to work between May 1st and October 31st, and temporary employees hired to perform work for less than 120 days in a 12-month period.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit.

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit described immediately above.

ARTICLE 2 - UNION SECURITY

2.1 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be determined by the Union in accordance with statutory and constitutional requirements. This section shall be referred to as the "fair share agreement," and the employer shall deduct from the first pay of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

2.2 Check-Off. Upon receipt of a lawfully executed authorization from an employee, the City agrees to deduct the regular initiation fee and regular monthly dues uniformly required to members of the Union, and shall remit such deduction by the 15th of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request.

2.3 Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

2.4 Contract Negotiations. Members of the Union Bargaining Team who are scheduled to work during the time that contract negotiations are being conducted shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members allowed time off with

pay shall not exceed one (1).

ARTICLE 3 - MANAGEMENT RIGHTS

Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with responsibilities and the powers or authority which City has not expressly abridged, delegated or modified by this Agreement are retained by City. It is understood and agreed that 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 consistent with the other provisions of this contract. These rights include but are not limited to the following:

- a) To determine the mission of its constituent departments, commissions and boards.
- b) To set standards of services.
- c) To direct its employees.
- d) To discipline or discharge for just cause.
- e) To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
- f) To maintain the efficiency of governmental operations.
- g) To determine the methods, means and personnel by which government operations are to be conducted, except that the City will not contract any maintenance work which is ordinarily done by regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
- h) To determine the content of job classifications.
- i) To take all necessary action to carry out its mission in emergencies; and
- j) To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4 - STRIKE AND LOCKOUT PROHIBITION

4.1 Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work located in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket line in line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

4.2 Return to Work. In the event of a strike, work stoppage, slowdown, 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 immediately upon notification attempt to secure an

immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

4.3 Lockout. There will be no lockout of employees in the unit by the City as a consequence of any dispute with the Union arising during the period of this Agreement.

ARTICLE 5 - HOLIDAYS

5.1 Recognized Holidays. The following shall be recognized as holidays:

- New Year's Day
- Martin Luther King Jr Day (3rd Mon- Jan)
- Presidents' Day (3rd Mon. - Feb.)
- Memorial Day (last Mon. - May)
- Independence Day (July 4)
- Labor Day (1st Mon. - Sept.)
- Veteran's Day (Nov. 11)
- Thanksgiving Day (4th Thurs. - Nov.)
- Day After Thanksgiving
- Christmas Eve (Dec. 24)
- Christmas Day (Dec. 25)
- One floating holiday - to be taken prior to the end of each fiscal year.

When a Holiday falls on a Sunday the following Monday shall be deemed to be the holiday in lieu of the observed day. When a holiday falls on a Saturday, the previous Friday shall be deemed the holiday in lieu of the day observed.

5.2 Holiday Pay. Regular employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. In order to be eligible for holiday pay when no work is performed, an employee must be on paid status on his last scheduled work day immediately prior to a holiday and on his first scheduled work day immediately following the holiday. An employee off work on worker's compensation shall not qualify for holiday pay.

5.3 Holiday Work. If a regular employee is required to work on any of the holidays listed above he shall receive, in addition to his regular pay, compensation for all hours worked at time and one-half or, at the option of the City, compensatory time off on a date mutually agreed upon by the City and the employee. If such work is "call back" as provided in Article 10.4, the employee will be guaranteed a minimum of two (2) hours.

ARTICLE 6 - VACATIONS

6.1 Eligibility. An employee shall be eligible for an annual vacation time with pay on his anniversary date in accordance with the following sections:

- a) Employees with less than four (4) years of continuous service shall accrue six and two-thirds (6.67) hours vacation credit per month. (10 working days maximum.)

- b) Employees with more than four (4) but less than nine (9) full years of continuous service shall accrue ten (10) hours of vacation credit per month. (15 working days maximum.)
- c) Employees with more than nine (9) but less than 15 full years of continuous service shall accrue twelve (12) hours per month. (18 working days maximum.)
- d) Employees with over 15 full years of continuous service shall accrue thirteen and one-third hours (13.3) per month. (20 working days maximum.)

6.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employee, except that paid time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized educational leave required by the City, shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as continuous service, provided that the employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

6.3 Accrual Limitations. Employees may only accrue a maximum of twice their annual accrual rate. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor 15 days in advance, absent himself to prevent loss of this vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation time is caused by the City's insistence that the employee be at work during a scheduled vacation period.

6.4 Scheduling. Employees may be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the City's judgement as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise his right of seniority only once annually. Employees shall request vacation leave at least 14 days in advance unless mutually agreed to otherwise between the employee and the Public Works Director or his designee.

6.5 Payment on Termination. In the event of death or termination of an employee during the initial 12 months of his employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for 12 continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

6.6 Cash-Out. Employees may cash out up to eighty (80) hours vacation accrual one time per fiscal year providing th employee has one-hundred (160) hours or more vacation leave accrued at the time of the request. Requests for cash out must be submitted in writing at least fourteen (14) days in advance. Employees must have taken eighty (80) hours of vacation leave during the previous twelve (12) months to be eligible for this cash out.

ARTICLE 7 - HOURS OF WORK

7.1 Workweek. The workweek, to the extent consistent with operating requirements of the department and recognizing the necessity for continuous service by such departments throughout the week, shall consist of five (5) consecutive work days followed by two (2) consecutive days off as scheduled by the supervisor. The workweek shall be Sunday through Saturday.

7.2 Hours. The regular hours of an employee classified as a Utility Worker or Lead Utility Worker shall be eight and one-half (8 ½) consecutive hours, including one-half (½) hour for a meal period which shall not be paid. All other classifications within the bargaining unit shall work nine (9) consecutive hours, including a one (1) hour unpaid meal period.

7.3 Work Schedule. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays and hours shall be posted on department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the change.

Employees scheduled to work a regular shift outside the hours of 7am to 5pm, Monday through Friday, will be compensated an additional two percent (2%) for each hour so described.

7.4 Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift or one-half (½) hour per shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

7.5 Meal Periods. To the extent consistent with the operational requirements of the department, meal periods shall be scheduled in the middle of the work shift and shall not exceed thirty (30) minutes in duration for the classifications of Utility Worker and Lead Utility Worker, and shall not exceed sixty (60) minutes for all other classifications covered by this Agreement.

ARTICLE 8 - SICK LEAVE

8.1 Accumulation. Sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of 880 hours and must be taken for the purposes specified in 8.2 hereof as a condition precedent to any sick leave payment.

8.2 Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify his supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible prior to the beginning of his scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences of over three (3) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement where sick leave abuse is suspected.

An employee may use sick leave time for injury or illness of the employee's immediate family. Immediate family shall be defined as spouse, domestic partner, parent, step-parent, children, step children, and blood relatives legally residing in the household.

8.3 Integration with Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's net pay. Such difference shall be deducted from the employee's sick accrual.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

8.5 Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his death or termination of employment, for whatever reason.

8.6 Retirement. Fifty percent (50%) of an employees unused sick leave shall be credited toward their retirement in accordance with the provisions of the Public Employee Retirement System.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Criteria and Procedure. Leaves of absence without pay not to exceed one (1) year may be granted at the discretion of the City. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. Any employee granted a leave without pay, shall not accrue or receive any benefits at the expense of the City during such leave.

9.2 Jury Duty. Employees shall be granted leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service offered by the Court. Upon being excused from jury service for any day, an employee shall immediately contact his supervisor for assignment for the remainder of his regular workday.

9.3 Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority in cases related to the City; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation he may receive as witness fees.

9.4 Bereavement Leave. An employee may be granted three (3) days bereavement leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, domestic partner, parent or guardian, children, step children, grandparents, grandchildren, brother, sister, aunt, uncle, mother-in-law and father-in-law. The employee will be paid his regular hourly rate for any such days of excused absence which occur only during his assigned workweek. An additional two (2) days leave with regular pay may be granted at the discretion of the City Manager or his/her designee.

9.5 Military Leave. Military Leave shall be granted in accordance with applicable State or Federal law.

9.6 Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the City, and his position shall be declared vacated; except and unless the employee, prior to the expiration of his leave of absence, has furnished evidence that he is unable to work by reason of sickness, physical disability or other legitimate reason beyond his control.

ARTICLE 10 - COMPENSATION

10.1 Pay Schedule. Maintenance employees shall be compensated with the pay schedule attached to this Agreement and marked "Appendix A," which is hereby incorporated into and made a part of this Agreement.

10.2 New Positions. When any maintenance position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure. Such negotiations shall not preclude the City from filling the position.

10.3 Schedule Movement. Movement on the pay schedule shall be annually on the employee's anniversary date based on satisfactory performance. Employees who begin work or are promoted to a higher classification prior to the fifteenth (15) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15) day of the month shall have an anniversary date of the first day of the following month.

10.4 Call Back Time. Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at one and one-half (1 ½) time for the work for which they are called back. 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 day or working shift. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day.

Notwithstanding, call-back assignments which do not involve a physical response to the site, such as a phone call or via remote computer access, shall be compensated at the overtime rate for time worked, with a guaranteed minimum of 30 minutes.

10.5 Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of one and one-half (1 ½) times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- (a) All assigned work in excess of eight (8) hours worked any scheduled workday.
- (b) All assigned work in excess of 40 hours worked in any work week.
- (c) All assigned work worked outside of the scheduled workweek.

- (d) Overtime shall be computed to the nearest one-fourth (1/4) hour in accordance with State Law.

10.6 Form of Compensation. Compensation for authorized overtime, call-in, and holiday work shall be paid on the next regular payday. Overtime may be compensated for by the accumulation of Compensatory Time at the rate of one and one-half (1½) times the hours worked to a maximum of eighty (80) hours. Compensatory Time off may be used at a time mutually agreed to by the employee and the City.

10.7 Mileage. An employee required to report for special duty or assignment at any other location other than his permanent reporting location and who is required to use his personal automobile for transportation to such location shall be compensated at the current IRS rate per mile for use of such automobile directly in the line of duty. The City will provide appropriate lodging for an employee when required and provide a meal allowance as per City Resolution No. 536.

10.8 Stand-by. An employee assigned to standby status for a seven (7) consecutive day period to handle emergencies during his/her off-duty hours shall be compensated \$235, or, at the employee's option, receive ten (10) hours of compensatory time, for such period. When an employee's tour of standby includes a holiday, such employee will be compensated an additional \$30 for each holiday. Compensatory time received for standby assignments that is not taken as time off within six months after it is accrued will automatically be paid. Compensatory time is subject to the cap specified in Section 10.6. All standby duty will be assigned on a rotating basis providing the employee is qualified in the opinion of the City and in accord with State rules and regulations. The City will furnish the employee transportation during his tour of standby, such transportation to be used exclusively for City business. An employee may voluntarily choose to use his own vehicle while on standby, but shall not be compensated for mileage.

When an employee is on standby status, he shall not be more than twenty (20) miles from Phoenix City Hall at any time and he shall be always available by telephone or as otherwise directed by the City. Qualified employees may substitute for each other so long as the Police Department is notified by the substitute employee of his name and the time of the start and finish of the substitute period. The substitute employee shall have all the duties and responsibilities of the standby employee. The compensation of the substitute employee shall be solely a matter between the two and not in any way the responsibility of the City. Any standby employee or substitute employee who is not reachable in accord with this section or who does not respond to an emergency call, promptly, may be subject to disciplinary action.

Except in unusual circumstances or when a minor task can be completed by the supervisor, employees on standby will be called when work situations arise that require immediate attention.

10.9 Certificate Pay. Non-probationary employees shall be compensated on an hourly basis for current, valid certifications as follows:

Water Distribution I	\$.50 per hour
Water Distribution II	\$.50 per hour
Backflow Tester	\$.50 per hour
Backflow Inspector	\$.50 per hour
Herbicide Applicators License	\$.50 per hour
Erosion Control Certified Inspector	\$.50 per hour
Arborist*	\$.50 per hour

* The City will pay this Certificate Pay to only one qualified employee at a time.

The maximum additional pay under Section 10.9 shall be \$2.50 per hour.

10.10 Work Out of Class. The City shall have the option to utilize an employee covered by this Agreement for duties above the level of their regular position classification. Employees so assigned and performing the duties of a higher classification shall receive a five percent (5%) higher salary differential for hours worked in such classification.

10.11 Medical Savings Account: Effective July 1, 2006, the City shall cause to be created a medical savings account Voluntary Employee Beneficiary Association (hereinafter HRA VEBA) under Section 501 (c)(9) of the Internal Revenue Code for each employee of the bargaining unit. Beginning January 1, 2010, the City shall contribute \$100.00 per month to the account for each employee.

10.12 Longevity. Upon completion of the required number of years of continuous full time service with the City, an employee shall be eligible for a one time longevity bonus as follows:

- a) Year 10, a one-time bonus equal to 2.0% of the employee's then-annual salary.
- b) Year 15, a one-time bonus equal to 2.0% of the employee's then-annual salary.
- c) Year 20, a one-time bonus equal to 2.0% of the employee's then-annual salary.

Bonuses shall be due and payable no later than one (1) month after the employee's applicable anniversary date. Bonuses shall be payable in one lump sum. Bonuses shall be paid in a check separate from the employee's regular salary check. Bonuses shall be payable net of applicable taxes, withholding and other deductions. Bonuses are payable beginning on the first applicable anniversary date after the date of this agreement.

Those employees who have met the number of years employment requirement prior to July 1, 2006, shall receive the bonus retroactive to the date they became eligible. The amount of the bonus shall be based on the employee's annual salary on the date of eligibility.

10.13 Pay Periods. Employees shall be paid on the 15th day and the last day of each month. If either of these days falls on a weekend or recognized holiday listed in Section 5.1, the employee shall be paid on the first workday prior to the weekend or holiday. The pay period for the paycheck paid on the 15th of each month runs from the 26th day of the previous month to the 10th day of the current month. The pay period for the paycheck paid on the last day of the month shall run from the 11th day of that month through the 25th day of that month.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 Discipline Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings, counselings or other oral communication are considered discipline but are not subject to the grievance procedure and will not be placed in the employee's personnel file. If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

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

- (a) The employee shall be notified, in writing, of the charges or allegations that may

subject them to discipline;

- (b) The employee shall be notified, in writing, of the disciplinary sanctions being considered;
- (c) The employee will be given the opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- (d) At their request, the employee will be entitled to Union representation at the informal hearing. (The parties agreed and understood that employees would also be entitled to Union representation at investigatory meetings prior to the due process hearing in accordance with standards established by the Oregon Employment Relations Board.)

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

- (a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- (b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- (c) A reasonable investigation must be conducted;
- (d) It must be determined that the employee is guilty of the alleged misconduct or act;
- (e) The discipline must be appropriate based on the severity of the misconduct or actual or likely impact the misconduct has or would have on the City's operation;
- (f) The employee's past employment record shall be considered, if appropriate based on the severity of the act.

ARTICLE 12 - SETTLEMENT OF DISPUTES

12.1 Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The effected employee shall take up the grievance or dispute with the Department Head within 15 calendar days of its occurrence. Such employee may be accompanied by the Steward, if he so desires. The Department Head shall attempt to adjust the matter within 15 calendar days.

Step 2. If the grievance has not been settled between the affected employee and the Department Head, it will be presented in writing by the Union to the City Council or their designated representative within 15 calendar days after the response specified in Step 1 is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The City shall respond to the Union representative in writing within 21 calendar days after receipt thereof.

Nothing in this Section is intended by the parties to prohibit the use of mediation to resolve the dispute, upon mutual agreement. If the grievance is not resolved at the City Council level, the parties will discuss the potential for mediation to resolve the issue prior to either party filing for arbitration.

Step 3. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the City Council or their designee(s) have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names from Oregon. Both the City and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties on the disputed matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record 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.

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

12.3 Stewards. An employee selected by the Union to act as Union representative shall be known as "steward" and shall not exceed one (1) in number. The name of the employee selected as steward and the names of local Union representatives, state council or international representatives who may represent employees shall be certified in writing to the City by the Union. Duties required by the Union of the steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with his or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

ARTICLE 13 - SENIORITY

13.1 Definition. Seniority shall be an employee's length of continuous service in his department with the bargaining unit, dating from his last date of hire, and shall apply by job classification in the matter of layoff, recall, schedule selection (provided the senior employee possesses the qualifications and certifications necessary for the schedule assignment, as determined by the Public Works Director based on the needs of the City), and vacation. In the event of a layoff, such employee shall be given at least fourteen (14) days written notice and may exercise his seniority in a lower 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 range closest to their current salary. Recall from layoff shall be in the reverse order of seniority.

Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within three (3) days after being recalled; (5) is laid off from work for any reason for 18 months, or for a period of time equal to his seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if he is retired.

13.2 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of 6 months which may be extended to 12 months upon mutual agreement, after which he/she shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. Termination of a probationary employee shall not be subject to the grievance procedure under Article 12.

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

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

13.5 Recall From Layoff. Recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at his last known address furnished to the City by the employee. The City may use any other means to return an employee sooner.

ARTICLE 14 - GENERAL PROVISIONS

14.1 No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, religion, age, marital status, national origin or mental or physical disability. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personal matters.

Should a dispute arise regarding this section, the Union and the employee will elect whether or not the arbitration procedure contained herein will be used to provide a remedy. Should arbitration be

selected and the employee later seek remedy through some other administrative format, the employee shall reimburse the City for any and all expenses incurred during the arbitration process.

14.2 Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins.

- a) Recreational and social affairs of the Union.
- b) Union meetings.
- c) Union elections.
- d) Reports of Union committees.
- e) Rulings or policies of the International Union.

14.3 Visits by Union Representatives. The City agrees that accredited representatives of Teamsters Local 223, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement provided they do not interfere with work in progress.

14.4 Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

14.5 Existing conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

14.6 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

14.7 Other Employment. Outside employment shall be permitted only with the express prior written approval of the City.

14.8 Uniforms, Protective Clothing and Devices. When the City requires City employees to wear uniforms such article shall be provided by the City and maintained and cleaned by the employee. When protective clothing or any type of protective device is required, such article shall be provided, maintained and cleaned by the City. Present practice of furnishing rain gear and boots shall be continued. Each employee shall have an allotment of \$400.00 per fiscal year to be used for the purchase of required uniforms, rain gear and boots. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City, shall be cause for disciplinary action as set forth in Article 11 hereof. The employee and the City shall share equally in the responsibility for applying the provisions of this section.

14.9 Personnel Manual. The City agrees to furnish each employee with a copy, which may be in electronic format, of the City's Personnel Manual. If there is a conflict between the provisions of

the manual and this labor contract, the provisions of the labor contract shall prevail.

14.10 Educational Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. So long as the employee has made use of all available reimbursement programs which may be provided by State, Federal government or other agencies, the City will reimburse the employee for the full cost of tuition and books for job-related courses taken at the request of the City.

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

ARTICLE 15 - HEALTH AND WELFARE

15.1 Health Insurance. Employees shall be covered by the Oregon Teamsters and Employers Trust medical plan GW, dental plan D-5 and vision V-4. The City shall contribute ninety percent (90%) of the monthly premium and the employee shall contribute ten percent (10%), up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City.

Employee portions shall be deducted from the employee's paycheck pre-tax effective as of the date of such increases.

15.2 Eligibility. An employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation and compensatory time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

15.3 Life Insurance. During the term 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 one (1) year of the employee's salary.

ARTICLE 16 - WORKERS' COMPENSATION

All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.

ARTICLE 17 - LIABILITY INSURANCE

The City shall purchase liability insurance for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The amount shall be \$50,000.00 property damage, on occurrence, and \$100,000.00 / \$300,000.00 for personal injury, one occurrence. The premiums for such insurance shall be paid by the City.

ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

18.1 Savings Clause. Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

18.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The city has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE 19 - PERSONNEL FILES

19.1 Employee Access. Each employee may at a mutually agreeable time have access to his/her personnel file exclusive of materials received by the City prior to his/her date of employment. The City will have the City Recorder present when the employee reviews the file. The employee may request the City to reproduce anything in the personnel file at the employee's expense.

19.2 Employee Signature. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in his/her personnel file. Employees may place a written response to these documents and such response shall be attached thereto.

19.3 Removal of Discipline. Documentation of discipline shall be removed from the employee's personnel file upon written request by the employee providing no subsequent actions of like nature have taken place according to the following schedule:

- a) Written Reprimand - twenty-four (24) months
- b) Suspension of 3 days or less - forty-eight (48) months
- c) Suspensions of 4 days or more - sixty (60) months

Disciplinary documents removed from an employees personnel file may be maintained in a separate file only for the purpose of compliance with State archive laws.

ARTICLE 20 - RETIREMENT

20.1 PERS. The City agrees to continue participation in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) according to rules and regulations of PERS.

20.2 Employee Contribution. The City will continue to pay a six percent (6%) employee contribution to the Individual Account Program (IAP) for the employees participating in PERS or OPSRP according to rules and regulations of PERS.

ARTICLE 21 - DEFERRED COMPENSATION

Employees shall be allowed to participate through payroll deductions in the ICMA sponsored deferred compensation program. The City's obligation shall be limited to honoring authorized payroll deductions and remitting a single monthly check to the carrier. The Union agrees to indemnify and hold the City harmless against any and all claims, orders and judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 22 - ALCOHOL/DRUGS AND SECURITY SEARCHES

22.1 City Policy. Alcohol and Drug and the Security Search Policies In the current City personnel rules shall be incorporated by reference herein. The policies shall not be unilaterally changed without notice and impact bargaining.

22.2 Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given or search conducted. However, this provision shall not unreasonably delay testing or conducting a search. 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 for drugs or alcohol 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 for drugs or alcohol 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. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of City 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."

ARTICLE 23 - TERMINATION AND REOPENING

This Agreement shall become effective on the date of execution and remain in full force and effect until December 31, 2019 and shall terminate all prior agreements and practices, and concludes all collective bargaining during the term of this Agreement. Retroactive provisions shall be set forth in a separate memorandum of understanding. Provisions not specifically mentioned shall not be retroactive.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration date that it wishes to modify this Agreement for any reason.

EXECUTION OF AGREEMENT

This Agreement is hereby executed on this the ____ day of _____ 2016 by:

CITY OF PHOENIX:

TEAMSTERS LOCAL 223:

Jeff Bellah, Mayor

Clayton Barry, Secretary-Treasurer

APPENDIX A

Effective January 1, 2017 *(reflects a 2.5% cost-of-living increase)*

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Utility Worker	\$17.17	\$18.02	\$18.93	\$19.88	\$20.87	\$21.91
Lead Utility Worker*	\$19.17	\$20.02	\$20.93	\$21.88	\$22.87	\$23.91
Assistant Planner	3436	3608	3788	3978	4177	4386
Court/Utility Clerk	2737	2874	3018	3169	3328	3495
Building/Planning Aide	3062	3215	3376	3545	3722	3907
Deputy City Recorder	3374	3543	3720	3905	4100	4305
Administrative Coordinator	3374	3543	3720	3905	4100	4305
Administrative Assistant	2746	2884	3028	3179	3338	3504

* Lead Utility Worker receives \$2.00 per hour per step over a Utility Worker.

Effective January 1, 2018, the salary schedule shall be increased by a 2% cost-of-living adjustment.

Effective January 1, 2019, the salary schedule shall be increased by a 2% cost-of-living adjustment.

AGENDA BILL

9B

AGENDA ITEM: _____

AGENDA TITLE: Approve Police Collective Bargaining Agreement

DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: _____

EXPLANATION: At the Special Meeting on October 24, 2016, Council moved to accept the tentative agreement as presented for the police bargaining agreement. The updated agreement included amendments to healthcare; "The City shall contribute ninety percent (90%) of the monthly premium and the employee shall contribute ten percent (10%), up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City." No changes were made to certification pay.

FISCAL IMPACT: Budgeted for.

ALTERNATIVES:

STAFF RECOMMENDATION: Staff recommends Council approve the agreement for the Police Collective Bargaining Unit.

MOTION: "I MOVE TO APPROVE THE MAYOR TO SIGN THE POLICE COLLECTIVE BARGAINING AGREEMENT."

PREPARED BY: Sarah Lind

REVIEWED BY: MB

CITY OF PHOENIX POLICE

AND

TEAMSTERS LOCAL 223

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2017 - DECEMBER 31, 2019

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PREAMBLE

This Agreement and any attached Appendices is entered into by the City of Phoenix, Police Department, hereinafter referred to as the "City" and Teamsters Local #223 hereinafter referred to as the "Union." Unless indicated otherwise, references to the "City" herein shall include the Mayor, the City Administrator, the City Council or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement.

SCOPE OF AGREEMENT

This agreement shall apply to all regular full-time police employees of the Police Department, excluding supervisory and confidential employees as per ORS, seasonal and temporary employees hired for 1039 hours or less, reserves and the Chief of Police.

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit described immediately above.

ARTICLE 2 - UNION SECURITY

2.1 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be determined by the Union in accordance with statutory and constitutional requirements. This section shall be referred to as the "fair share agreement," and the employer shall deduct from the first pay of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

2.2 Check-Off. Upon receipt of a lawfully executed authorization from an employee, the City agrees to deduct the regular initiation fee and regular monthly dues uniformly required to members of the Union, and shall remit such deduction by the 15th of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request.

2.3 Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

2.4 Contract Negotiations. Members of the Union Bargaining Team who are scheduled to work during the time that contract negotiations are being conducted shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members allowed time off with pay shall not exceed one (1).

ARTICLE 3 - MANAGEMENT RIGHTS

Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with responsibilities and the powers or authority which City has not expressly abridged,

delegated or modified by this Agreement are retained by City. It is understood and agreed that 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 consistent with the other provisions of this contract. These rights include but are not limited to the following:

- a) To determine the mission of its constituent departments, commissions and boards.
- b) To set standards of services.
- c) To direct its employees.
- d) To discipline or discharge for just cause.
- e) To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
- f) To maintain the efficiency of governmental operations.
- g) To determine the methods, means and personnel by which government operations are to be conducted, except that the City will not contract any work which is ordinarily done by regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
- h) To determine the content of job classifications.
- i) To take all necessary action to carry out its mission in emergencies; and
- j) To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4 - STRIKE AND LOCKOUT PROHIBITION

4.1 Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work located in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket line in line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

4.2 Return to Work. In the event of a strike, work stoppage, slowdown, 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 immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

4.3 Lockout. There will be no lockout of employees in the unit by the City as a consequence of any dispute with the Union arising during the period of this Agreement.

ARTICLE 5 - HOLIDAYS

5.1 Recognized Holidays. The following shall be recognized as holidays:

New Year's Day
Presidents' Day (3rd Mon. - Feb.)
Martin Luther King's Birthday (3rd Mon. - Jan.)
Memorial Day (last Mon. - May)
Independence Day (July 4)
Labor Day (1st. Mon. - Sept.)
Veteran's Day (Nov. 11)
Thanksgiving Day (4th Thurs. - Nov.)
Day After Thanksgiving
Day before Christmas Day (Dec. 24)
Christmas Day (Dec. 25)
Floating Holiday

5.2 Holiday Pay. Regular employees shall receive eight (8) hours pay for each of the holidays listed above. In order to be eligible for holiday pay when no work is performed, an employee must be on paid status on his last scheduled work day immediately prior to a holiday and on his first scheduled work day immediately following the holiday. An employee off work on worker's compensation shall not qualify for holiday pay.

5.3 Holiday Work. In addition to the Holiday Pay specified in Section 5.2, an employee shall receive time and one-half (1 1/2) for all hours worked on any of the holidays specified above except the Floating Holiday.

5.4 Utilization. A sworn employee may, if a recognized holiday listed in Section 5.1 is their normally scheduled work day, by mutual agreement with the City at the request of the employee, take the day off. In the event the sworn employee is allowed to take said holiday off, they will not qualify for additional compensation as defined in this Article. Employees working other than an eight-hour shift will be required to use other additional leave time to equal their work shift to be absent for their entire shift.

A non-sworn employee, if a recognized holiday listed in Section 5.1 occurs on a normally scheduled workday, may be required to take the holiday off. If the non-sworn employee is required to take the holiday, it shall be without loss of any accrued time and will not qualify for additional compensation as defined in this article.

Floating holidays not utilized as time off or cashed out before the end of the fiscal year shall automatically be converted to vacation leave and added to the employee's vacation leave bank, unless such conversion would exceed the employee's cap, in which case the resulting overage will automatically be cashed out.

ARTICLE 6 - VACATIONS

6.1 Eligibility. An employee shall be eligible for an annual vacation time with pay on his anniversary date in accordance with the following sections:

- a) Employees with less than four (4) years of continuous service shall accrue six and

two-thirds (6.67) hours vacation credit per month. (10 working days maximum.)

- b) Employees with more than four (4) but less than nine (9) full years of continuous service shall accrue ten (10) hours of vacation credit per month. (15 working days maximum.)
- c) Employees with more than nine (9) but less than 15 full years of continuous service shall accrue twelve (12) hours per month. (18 working days maximum.)
- d) Employees with over 15 full years of continuous service shall accrue thirteen and one-third (13.3) hours per month. (20 working days maximum.)

6.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employee, except that paid time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized educational leave required by the City, shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as continuous service, provided that the employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

6.3 Accrual Limitations. Employees may only accrue a maximum of twice their annual accrual rate. An employee who was about to lose vacation credit because of accrual limitations may, by notifying his supervisor 15 days in advance, absent himself to prevent loss of this vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation time is caused by the City's insistence that the employee be at work during a scheduled vacation period.

6.4 Scheduling. Employees may be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the City's judgement as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise his right of seniority only once annually. Employees shall request vacation leave at least 21 days in advance unless mutually agreed to otherwise between the employee and the Chief or his designee.

6.5 Payment on Termination. In the event of a separation of service with the City after an employee has served for six (6) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

6.6 Cash Out. Employees may cash out up to eighty (80) hours vacation accrual one time per fiscal year providing the employee has one-hundred sixty (160) hours or more vacation leave accrued at the time of the request. Requests for cash out must be submitted in writing at least fourteen (14) days in advance.

ARTICLE 7 - HOURS OF WORK

7.1 Workweek. The basic work week shall be Sunday through Saturday and consist of forty (40)

hours per week in a seven (7) day period. The regular work week shall consist of eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) days off or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) days off. Days off are defined as the sixty-three (63) hour period between the time the employee's normal scheduled work day ends and the following work day begins for employees working an eight (8) hour day and a similar eighty-six (86) hour period for employees working a ten (10) hour day

The work period for officers working a twelve (12) hour work day shall consist of three (3) consecutive twelve (12) hour days followed by four (4) consecutive days off except that every other week, the officer shall work one eight (8) hour shift contiguous with the twelve (12) hour shifts to obtain eighty (80) hours worked every two (2) weeks.

Sergeants shall be scheduled to work forty (40) hours each work week and may have irregular starting and quitting times each work day. The workday hours of Sergeants may be scheduled and flexed so that the hours worked per day may vary, but, notwithstanding Section 10.5 (a), only those hours in excess of twelve (12) in a work day shall be compensated at the overtime rate. Any hours worked in excess of forty (40) in a work week shall be at the overtime rate as provided in Section 10.5 (c). Sergeants shall be scheduled for at least two consecutive days off each work week.

7.2 Flexible Work Schedule. 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

7.3 Work Schedules. 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. Except for emergency situations and only for the duration of the emergency, changes in work schedules shall be posted at least fourteen (14) days prior to the effective date of the change.

7.4 Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift or one-half (½) hour per shift for employees working an eight (8) or ten (10) hour shift and similar rest periods of twenty (20) minutes for a total of forty (40) minutes for employees working a twelve (12) hour shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

7.5 Meal Periods. Employees other than police officers shall be granted an unpaid meal period of a minimum of thirty (30) and maximum of sixty (60) minutes during each work shift. Police officers shall receive a paid thirty (30) minute meal period with such time being included in their scheduled work day for 5/8's and 4/10's and a minimum forty-five (45) minute meal period for employees working a twelve (12) hour shift. To the extent consistent with the operational requirements of the department, meal periods shall be scheduled whenever possible in the middle of the work shift.

7.6 Trade Days. Non-probationary Police Officers may trade days with another officer subject to the prior approval of the Chief or his designee, and consistent with the requirements of State and Federal Law. The employees will indemnify and hold the City harmless for any overtime pay which would otherwise be applicable. Employees may agree in writing solely at their option and with the prior approval of the Chief or his 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.

ARTICLE 8 - SICK LEAVE

8.1 Accumulation. Sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of 960 hours and must be taken for the purposes specified in 8.2 hereof as a condition precedent to any sick leave payment.

8.2 Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify his supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible prior to the beginning of his scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences of over three (3) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement where sick leave abuse is suspected.

An employee may use sick leave time for injury or illness of the employee's immediate family. Immediate family shall be defined as spouse, domestic partner, parent, step-parent, children, step-children, and blood relatives legally residing in the household.

8.3 Integration with Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's net pay. Such difference shall be deducted from the employee's sick accrual.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

8.5 Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his death or termination of employment, for whatever reason.

8.6 Retirement. Fifty percent (50%) of an employees unused sick leave shall be credited toward their retirement in accordance with the provisions of the Public Employee Retirement System.

ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Criteria and Procedure. Leaves of absence without pay not to exceed one (1) year may be granted at the discretion of the City. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. Any employee granted a leave without pay, shall not accrue or receive any benefits at the expense of the City during such leave.

9.2 Jury Duty. Employees shall be granted leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service offered by the Court. Upon being excused from jury service for any day, an employee shall immediately contact his supervisor for assignment for the remainder of his regular workday.

9.3 Bereavement Leave. An employee may be granted three (3) days bereavement leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, domestic partner, parent or guardian, children, step children, grandparents, grandchildren, brother, sister, aunt, uncle, mother-in-law and father-in-law. The employee will be paid his regular hourly rate for any such days of excused absence which occur only during his assigned workweek. An additional two (2) days leave with regular pay may be granted at the discretion of the Chief or his designee.

9.4 Military Leave. Military Leave shall be granted in accordance with applicable State or Federal law.

9.5 Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the City, and his position shall be declared vacated; except and unless the employee, prior to the expiration of his leave of absence, has furnished evidence that he is unable to work by reason of sickness, physical disability or other legitimate reason beyond his control.

ARTICLE 10 - COMPENSATION

10.1 Pay Schedule. Police Department personnel shall be compensated with the pay schedule attached to this Agreement and marked "Appendix A," which is hereby incorporated into and made a part of this Agreement.

10.2 New Positions. When any Police Department position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure. Such negotiations shall not preclude the City from filling the position.

10.3 Schedule Movement. Movement on the pay schedule shall be annually on the employee's anniversary date based on satisfactory performance. Employees who begin work or who are promoted to a higher classification prior to the fifteenth (15) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15) day of the month shall have an anniversary date of the first of the following month.

10.4 Call Back Time. Employees called back to work shall receive overtime pay with a guaranteed minimum of three (3) hours at one and one-half (1 ½) time for the work for which they are called back. 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 day or working shift. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day. This section will also apply for required

appearances for court or quasi-judicial hearings as a result of the performance of the employees' official duties.

10.5 Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of one and one-half (1 ½) times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- (a) All assigned work in excess of eight (8) hours worked any scheduled workday, except when working on a ten (10) hour shift or a twelve (12) hour schedule. When working on a ten (10) or twelve (12) hour shift, all assigned work in excess of the ten (10) or twelve (12) hours will be at the rate of one and one-half (1½) times the regular rate. Sergeants will be paid at the overtime rate only for hours worked in excess of twelve (12)-hour work shift.
- (b) Sworn employees shall be paid overtime for any hours worked in excess of eighty (80) hours in a fourteen (14)-day period.
- (c) All assigned work in excess of 40 hours worked in any work week.
- (d) The employee's hourly rate shall be determined by dividing the monthly salary by one hundred sixty-eight (168).
- (e) Overtime shall be computed to the nearest one-fourth (1/4) hour in accordance with State Law.

10.6 Form of Compensation. Compensation for authorized overtime, call-in, and holiday work shall be paid on the next regular payday. Overtime may be compensated for by the accumulation of Compensatory Time at the rate of one and one-half (1 1/2) times the hours worked to a maximum of eighty (80) hours. Compensatory Time off may be used at a time mutually agreed to by the employee and the City.

10.7 Mileage. An employee required to report for special duty or assignment at any other location other than his permanent reporting location and who is required to use his personal automobile for transportation to such location shall be compensated at the current IRS rate per mile for use of such automobile directly in the line of duty. The City will provide appropriate lodging for an employee when required and provide a meal allowance as per City Resolution No. 536.

10.8 Stand-by. Whenever an employee is required to be on stand-by, the employee shall receive one (1) hour of compensation for every eight (8) hours of such requirement.

10.9 Acting in Capacity. In the event an employee other than the sergeant is designated by the City as Acting in Capacity of a higher job classification he/she shall receive a five percent (5%) adjustment to the base pay after the completion of one full day in that capacity. The employee thereafter shall receive the adjustment for each full shift of such duty and shall be computed and applied on an hourly basis.

10.10 Dog Handler Speciality Pay. The dog handler shall receive five percent (5%) upon his base wages during assignment.

10.11 Field Training Officer Pay. Police Officer's assigned as a Field Training Officer shall receive five percent (5%) on his base wages while training a new sworn employee.

10.12 Pay Periods. Employees shall be paid on the 15th day and the last day of each month. If either of these days falls on a weekend or recognized holiday listed in Section 5.1, the employee shall be paid on the first workday prior to the weekend or holiday. The pay period for the paycheck paid on the 15th of each month runs from the 26th day of the previous month to the 10th day of the current month. The pay period for the paycheck paid on the last day of the month shall run from the 11th day of that month through the 25th day of that month.

10.13 Medical Savings Account. Effective July 1, 2006, the City shall cause to be created a medical savings account Voluntary Employee Beneficiary Association (hereinafter HRA VEBA) under Section 501 (c)(9) of the Internal Revenue Code for each employee of the bargaining unit. Beginning July 1, 2010, the City shall contribute \$100.00 per month per employee to the account.

10.14 Longevity Pay. Employees shall receive an additional \$10.00 per month longevity pay beginning the sixth year of continuous employment with the City and an additional \$10.00 per month for each year thereafter. For example, an employee starting their sixth year of service would receive an additional \$10 per month, while an employee starting their fifteenth year of service would receive an additional \$100 per month.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 Discipline Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings, counselings or other oral communication are considered discipline but are not subject to the grievance procedure and will not be placed in the employee's personnel file. If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

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

- (a) The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;
- (b) The employee shall be notified, in writing, of the disciplinary sanctions being considered;
- (c) The employee will be given the opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- (d) At their request, the employee will be entitled to Union representation at the informal hearing. (The parties agreed and understood that employees would also be entitled to Union representation at investigatory meetings prior to the due process hearing in accordance with standards established by the Oregon Employment Relations Board.)

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

- (a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

- (b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- (c) A reasonable investigation must be conducted;
- (d) It must be determined that the employee is guilty of the alleged misconduct or act;
- (e) The discipline must be appropriate based on the severity of the misconduct or actual or likely impact the misconduct has or would have on the City's operation;
- (f) The employee's past employment record shall be considered, if appropriate based on the severity of the act.

ARTICLE 12 - SETTLEMENT OF DISPUTES

12.1 Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The effected employee shall take up the grievance or dispute with the Chief of Police within 15 calendar days of its occurrence. Such employee may be accompanied by the Steward, if he so desires. The Chief shall attempt to adjust the matter within 15 calendar days.

Step 2. If the grievance has not been settled between the affected employee and the Chief, it will be presented in writing by the Union to the City Council or their designated representative within 15 calendar days after the response specified in Step 1 is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The City shall respond to the Union representative in writing within 15 calendar days after receipt thereof.

Step 3. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the City Council or their designee(s) have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names from Oregon. Both the City and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties on the disputed matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record 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.

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

12.3 Stewards. An employee selected by the Union to act as Union representative shall be known as "steward" and shall not exceed two (2) in number. The name of the employee selected as steward and the names of local Union representatives, state council or international representatives who may represent employees shall be certified in writing to the City by the Union. Duties required by the Union of the steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with his or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

ARTICLE 13 - SENIORITY

13.1 Definition. Seniority shall be an employee's length of continuous service in his job classification and his continuous service from his last date of hire within the bargaining unit and shall apply by job classification in the matter of layoff, recall and vacation. In the event of a layoff, such employee may exercise his bargaining unit seniority within the same job category (sworn and non-sworn) to bump into a lower classification. However, an employee in a higher classification may only exercise his bumping rights into the Detective classification based upon seniority earned as a detective. 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 range closest to, but not greater than, their current salary. Recall from a layoff shall be in the reverse order of seniority. Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within fifteen (15) days after being recalled; (5) is laid off from work for any reason for 36 months, or for a period of time equal to his seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if he is retired.

13.2 Probationary Period for Police Department personnel. Every new sworn employee hired into the bargaining unit shall serve a probationary period, which may be extended up to an additional six (6) months at the discretion of the City, after which he/she shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. Termination of a probationary employee shall not be subject to the grievance procedure under Article 12.

- a) Non-sworn employee shall serve a probationary period of twelve (12) months after which he/she shall be considered a regular employee and granted seniority to the date of hire.
- b) Sworn employees who are lateral transfers and hold a current basic Police Certification shall serve a probationary period of twelve (12) months after which he/she shall be considered a regular employee and granted seniority to the date of hire.
- c) Sworn employees who must attend the Oregon DPSST Basic Police Academy prior to being certified as a police officer in the State of Oregon shall serve a probationary period of twelve (12) months, starting on the first calendar day after graduating from the Basic

Police Academy, after which he/she shall be considered a regular employee and granted seniority to the date of hire.

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

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

13.5 Layoff Procedure. The City shall provide a minimum of three (3) months notice to any employee whom the City intends to lay off. Notice to an employee of recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at his last known address furnished to the City by the employee. The employee shall have fifteen (15) days to return to work from the date of the receipt of mail notifying that employee of his recall from a layoff status or the employee will forfeit all seniority. Recall rights shall expire three (3) years after the date of layoff.

ARTICLE 14 - GENERAL PROVISIONS

14.1 No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, religion, age, marital status, or national origin, or mental or physical disability. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personal matters.

Should a dispute arise regarding this section, the Union and the employee will elect whether or not the arbitration procedure contained herein will be used to provide a remedy. Should arbitration be selected and the employee later seek remedy through some other administrative format, the employee shall reimburse the City for any and all expenses incurred during the arbitration process.

14.2 Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the

following Union notices and bulletins.

- a) Recreational and social affairs of the Union.
- b) Union meetings.
- c) Union elections.
- d) Reports of Union committees.
- e) Rulings or policies of the International Union.

14.3 Visits by Union Representatives. The City agrees that accredited representatives of Teamsters Local 223, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement provided they do not interfere with work in progress.

14.4 Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

14.5 Existing conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of fourteen (14) consecutive days prior to implementation unless required by law or administrative ruling.

14.6 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

14.7 Other Employment. Outside employment shall be permitted only with the express prior written approval of the City.

14.8 Uniforms, Protective Clothing and Devices. When the City requires City employees to wear uniforms, or when protective clothing or any type of protective device is required, such article shall be provided, maintained and cleaned by the City. Present practice of furnishing rain gear shall be continued. Officers shall receive reimbursement of up to \$150 per fiscal year, or up to \$300 every two fiscal years, to purchase and maintain approved footwear.

Replacements of uniforms, protective clothing or protective devices shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. The City will replace footwear, with that of the same value, that is irreparably damaged during the course of duty at no cost to the employee. Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee.

Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City, shall be cause for disciplinary action as set forth in Article 11 hereof. The Union and the City shall share equally in the responsibility for applying the provisions of this section. This section shall not apply to firearms and leather.

14.9 Medical Examination. The City at its expense, may require a medical and/or psychological examination to determine an employee's continuing ability to satisfactorily perform their job. The City shall base it's request for an employee medical examination upon a reasonable doubt as to

the employee's ability to perform his duties.

14.10 Personnel Manual. The City agrees to furnish each employee with a copy, which may be in electronic format, of the City's Personnel Manual. If there exists a conflict between the provisions of the manual and this contract, the provisions of the labor contract shall prevail.

14.11 Residency Requirement. An employee hired after July 1, 2003 must reside within twelve (12) miles of the City of Phoenix.

14.12 Educational Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. So long as the employee has made use of all available reimbursement programs which may be provided by State, Federal government or other agencies, the City will reimburse the employee for the full cost of tuition and books for job-related courses taken at the request of the City.

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

ARTICLE 15 - HEALTH AND WELFARE

15.1 Health Insurance. Employees shall be covered by the Oregon Teamsters and Employers Trust medical plan GW, dental plan D-5 and vision V-4. The City shall contribute ninety percent (90%) of the monthly premium and the employee shall contribute ten percent (10%), up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City.

Employee portions shall be deducted from the employee's paycheck pre-tax, effective as of the date of such increases.

15.2 Eligibility. An employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation and compensatory time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

15.3 Life Insurance. During the term 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 one (1) year of the employee's salary.

ARTICLE 16 - WORKER'S COMPENSATION

All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

ARTICLE 17 - LIABILITY INSURANCE

The City shall purchase liability insurance for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The amount shall be \$50,000.00 property damage, on occurrence, and \$100,000.00/\$300,000.00 for personal injury, one occurrence. The premiums for such insurance shall be paid by the City.

ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

18.1 Savings Clause. Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

18.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The city has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE 19 - PERSONNEL FILES

19.1 Employee Access. Each employee may at a mutually agreeable time have access to his/her personnel file exclusive of materials received by the City prior to his/her date of employment. The City will have the City Recorder present when the employee reviews the file. The employee may request the City to reproduce anything in the personnel file at the employee's expense.

19.2 Employee Signature. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in his/her personnel file. Employees may place a written response to these documents and such response shall be attached thereto.

19.3 Removal of Discipline. Documentation of discipline shall be removed from the employee's personnel file upon written request by the employee providing no subsequent disciplinary actions

of like nature have taken place according to the following schedule:

- a) Written reprimand - twenty-four (24) months
- b) Suspension of 3 days or less - forty-eight (48) months
- c) Suspensions of 4 days or more - sixty (60) months

Disciplinary documents removed from an employee's personnel file may be maintained in a separate file only for the purpose of compliance with State archive laws.

ARTICLE 20 - RETIREMENT

20.1 Public Employees Retirement System. The City agrees to continue its participation in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) according to the rules and regulations of PERS.

20.2 Employee Contribution. The City will assume and continue to pay the six percent (6%) employee contribution to the Individual Account Program (IAP) for the employees participating in PERS and ORSRP according to the rules and regulations of PERS.

ARTICLE 21 - DEFERRED COMPENSATION PLAN

Employees shall be allowed to participate through payroll deductions in the ICMA sponsored deferred compensation program. The City's obligation shall be limited to honoring authorized payroll deductions and remitting a single monthly check to the carrier. The Union agrees to indemnify and hold the City harmless against any and all claims, orders and judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 22 - ALCOHOL/DRUGS AND SECURITY SEARCHES

22.1 City Policy. Alcohol and Drug and the Security Search Policies In the current City personnel rules shall be incorporated by reference herein. The policies shall not be unilaterally changed without notice and impact bargaining.

22.2 Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given or search conducted. However, this provision shall not unreasonably delay testing or conducting a search. 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 for drugs or alcohol 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 for drugs or alcohol 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. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of City 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."

ARTICLE 23 - TERMINATION AND REOPENING

This Agreement shall become effective on the date of execution and remain in full force and effect until December 31, 2019 and shall terminate all prior agreements and practices. Retroactive provisions shall be set forth in a separate memorandum of understanding. Any provisions not specifically mentioned shall not be retroactive.

This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than 180 days prior to the expiration date that it wishes to modify this Agreement for any reason.

EXECUTION OF AGREEMENT

This Agreement is hereby executed on this the ___ day of _____ 2016 by:

CITY OF PHOENIX:

TEAMSTERS LOCAL 223:

Jeff Bellah, Mayor

Clayton Banry, Secretary/Treasurer

APPENDIX A
Effective January 1, 2017 (reflects a 2.5% cost-of-living increase)

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Sergeant	3952	4149	4357	4575	4803	5043
Detective	3757	3945	4142	4349	4566	4795
Police Officer	3575	3754	3941	4139	4346	4563
Code Enforcement Officer	3162	3320	3486	3660	3843	4035
Police Clerk	2852	2994	3144	3301	3466	3639
Community Service Officer	2819	2959	3108	3263	3426	3598
Administrative Assistant	2762	2900	3045	3197	3357	3524

Effective January 1, 2018, the salary schedule shall be increased by a 2% cost-of-living adjustment.

Effective January 1, 2019, the salary schedule shall be increased by a 2% cost-of-living adjustment.

Certification / Incentive Pay:

Reserve Officer Coordinator	5 %
Drug Recognition Expert	3 %
Truck Inspector	3%
Firearms Instructor	3 %
Defensive Tactics Instructor	3 %
Evidence Technician	10 %
Child Abuse Investigator	5%
DPSST Intermediate Certificate:	2%
DPSST Advanced Certificate:	2%
Associate's Degree or equivalent college credits	2%
Bachelor's Degree or equivalent college credits	2 %
Total maximum benefit	10 %

City will pay the cost for required and work-related certifications. In order to continue to receive incentive pay, officers are required to stay updated by attending current training courses and stay active in the criteria in which they are receiving incentives.

AGENDA BILL

AGENDA ITEM: 10 A

AGENDA TITLE: Review and Approve Action Plan Regarding Evaluation of Main Street and Bear Creek Traffic Flow

DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: XX

INFORMATION: _____

EXPLANATION: The Planning Director and Public Works Director have developed an action plan regarding the traffic flow on Main Street and Bear Creek Drive. The plan is intended to determine 1) design and operational deficiencies associated with the current configuration and 2) develop solutions to address those deficiencies. They are presenting their action plan at this meeting and request comments and guidance from Council.

FISCAL IMPACT: Unknown; this initiative is not currently budgeted for and costs will vary with level and method of investigation.

ALTERNATIVES:

STAFF RECOMMENDATION: Staff recommends Council approve the action plan for Main Street and Bear Creek Drive and direct staff to implement it.

MOTION: **"I MOVE TO REVIEW AND APPROVE THE ACTION PLAN REGARDING EVALUATION OF MAIN STREET AND BEAR CREEK TRAFFIC FLOW."**

PREPARED BY: Sarah Lind **REVIEWED BY:** MB



City Council Memorandum

To: City Council
From: Matt Brinkley, Planning Director
Re: Work Plan for assessment of Main Street and Bear Creek Drive lane reduction
Date: November 7, 2016

Overview

In late 2015, Main Street and Bear Creek Drive were restriped reducing both roads from 2 vehicular travel lanes to 1. The lane reduction allowed for the addition of bike lanes on both roads. The project occurred during the final year of ODOT's Fern Valley Interchange project and Urban Renewal's south couplet pedestrian crossing and downtown "Phoenix Plaza" infrastructure projects.

The lane reduction was originally conceived during the Urban Renewal "Market Hall Study" planning process which analyzed the feasibility of developing a community events and activities center (a "community center") on the east side of Main Street and the construction of related public infrastructure and other facilities (including a previously planned wetland park and extensions of 2nd and 3rd streets). Design of the road system was considered in the context of this facility and creating a walkable downtown.

At the time, transportation consultant David Evans Associates was contracted to evaluate several alternative traffic and street design configurations for Main Street and Bear Creek Drive between 5th Street to the north and Oak Street to the south. A steering committee consisting of City and Urban Renewal staff and members of the community directed the study, and several public meetings were conducted. Of the different alternatives, the one lane configuration was determined to best meet the project goals that were established through that process. The final design was presented at a public open house conducted on April 17, 2015. Additional modeling and analysis was conducted by DEA in the spring of 2015 after final design was completed. The purpose of that study was to confirm that 1) gapping would be sufficient to allow pedestrian and vehicular east and westbound travel on 4th and 1st Street and 2) to address the operation of one lane on Main Street with parallel parking on the east and west sides of the street.

Key Considerations

Several factors need to be addressed in any thorough and objective assessment of the operation of the current configuration of these roads. First, the configuration needs to be evaluated within the context of the City's overall community development goals for its city center. Phoenix has a history of planning for downtown redevelopment going back to (at least) 1997 with the City Center element of its Comprehensive Plan. Traffic calming and management were identified as concerns in that and subsequent amendments to that plan, and the City's Transportation System Plan has also



City Council Memorandum

addressed this issue. These plans, and the Market Hall Study, all attempted to answer the question "What transportation systems will best support the development of downtown Phoenix as a walkable, mixed use city center?" Any subsequent analysis would be incomplete without similar consideration—particularly if Phoenix is truly committed to the success of its significant investment in its downtown. Factors to be considered include

- Pedestrian ease of use, convenience, and safety for individuals with various levels of mobility
- Ease and convenience of use of on street parking
- Accommodation of streetscape improvements
- Support of multimodal travel including bicycles and public transportation
- Compatibility with current and future development and downtown commercial activity

The actual operation and function of the one lane configuration can be objectively evaluated from the perspective of traffic flow and safety. Factors to be considered here include

- Vehicle Crashes per Road Mile-Year
- Pedestrian Injuries per Road Mile-Year
- Vehicle Operations Citations per Road Mile-Year
- AADT and Peak Hour Traffic Volume Comparisons
- Peak Hour and Off-Peak Hour Speeds
- Intersection Levels of Service

Finally, though it should not be solely determinate of any future course of action, community sentiment should be taken into account.

Proposed Work Plan Schedule & Process

The following Work Plan has been tentatively established, but may need to be adjusted depending on the type and the extent of analysis conducted. It is also the opinion of staff that the Fern Valley Interchange project should be entirely completed before certain portions of the Work Plan are initiated. In particular, signal timing and progression and roadway improvements should be finalized before traffic through-put and intersection level of service is studied.

Task 1: Data Collection, beginning now and completed spring 2017 (or after completion of the FVI project, whichever occurs later). Information collected will include crash data, traffic enforcement summaries, traffic counts and community surveys.

Task 2: Report Findings to City, summer 2017. The report should include recommendations by staff to address minor and major projects that will address observed deficiencies



City Council Memorandum

Task 3: Policy Decisions by City, by September 2017. City Council, in consultation and collaboration with the Planning Commission, Urban Renewal, and other agencies, selects a course of action.

Task 4: Solutions Development and Minor Projects Implementation, summer 2017 to end of year. Major projects, for example resurfacing Main Street, will require considerable time to plan, while smaller projects like limited restriping can be implemented relatively quickly after Task 3 has been completed.

Task 5: Major Project Implementation, 2018 and beyond.

AGENDA BILL

AGENDA ITEM: 10 B
AGENDA TITLE: SURPLUS PROPERTY (Vehicles)
DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____ RESOLUTION: _____
MOTION: XXX INFORMATION: _____

EXPLANATION:

The Phoenix Police Department currently has two vehicles which are no longer in use. The Phoenix Police Department is requesting that the City Council declare the vehicles surplus and allow the Phoenix Police Department to dispose of the vehicles in a lawful manner (closed bid auction). The funds would then be placed into the Police Department’s designated fund “Restricted Traffic Enforcement” line item for future use of purchasing traffic enforcement equipment. If the vehicles fail to sell at the closed auction, the Police Department will dispose of the vehicles in another lawful manner.

FISCAL IMPACT:

Minimal positive impact. The Police Department only expects to get \$250 - \$2000 for each vehicle.

ALTERNATIVES:

None

STAFF RECOMMENDATION: Staff recommends the vehicles be declared surplus and allow the vehicles to be auctioned off in a closed bid auction.

MOTION: “I MOVE THE CITY DECLARE THE TWO POLICE DEPARTMENT VEHICLES SURPLUS AND ALLOW THE PHOENIX POLICE DEPARTMENT TO DISPOSE OF THE VEHICLES IN A LAWFUL MANNER.”

PREPARED BY: Chief Derek Bowker **REVIEWED BY:** MB

AGENDA BILL

AGENDA ITEM: 10 C

AGENDA TITLE: Review and Approve Resolution to Release Bond Funds for Phoenix Plaza Project

DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: XX

MOTION: _____

INFORMATION: _____

EXPLANATION: On November 2, 2016, Al Muelhoefer, Chairman of the Phoenix Urban Renewal Agency, wrote to Mayor Jeff Bellah and Council requesting that Council approve the release of \$50,000 from bond proceeds to cover expenses for the plaza project. The Agency recently received and paid the first invoice for architectural services for design of the plaza building and public outdoor area. The invoice was for \$12,000. The Agency anticipates receiving several more invoices for design and engineering work over the next several months as schematic design is completed, construction documents are drafted, and the project is bid. The Agency would use the requested funds solely for the purposes of paying these invoices as they are received.

FISCAL IMPACT: The fiscal impact would be \$50,000 of approximately \$1.27MM in remaining bond proceeds.

ALTERNATIVES: Reject the request; approve; approve with modifications

STAFF RECOMMENDATION: Staff recommends Council review and approve the request to release bond funds for the Phoenix Plaza Project.

MOTION: "I MOVE TO APPROVE PHURA'S REQUEST TO RELEASE \$50,000 IN BOND FUNDS FOR THE PHOENIX PLAZA PROJECT."

PREPARED BY: Sarah Lind **REVIEWED BY:** VB

CITY OF PHOENIX

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY OF PHOENIX FINANCE DIRECTOR TO RELEASE BOND PROCEEDS TO THE PHOENIX URBAN RENEWAL AGENCY.

WHEREAS, the City of Phoenix adopted a resolution on August 3rd, 2015, authorizing the issuance and negotiated sale of full faith and credit obligations; and

WHEREAS, the City of Phoenix entered into an intergovernmental agreement with the Phoenix Urban Renewal Agency (the Agency) on September 21st, 2015, establishing the use and subsequent debt service payments through tax increment revenues; and

WHEREAS, the proceeds from the sale of full faith and credit obligations have previously been transferred to the Agency; and

NOW, THEREFORE, BE IT RESOLVED that the City of Phoenix hereby directs the City Finance Director to transfer \$50,000 in bond proceeds to the Agency upon approval of this resolution.

APPROVED by the City of Phoenix this 7th day of November, 2016.

Mayor

Attest:

City Recorder



PHOENIX URBAN RENEWAL AGENCY

P.O. Box 330

157 S. Main Street, Phoenix, OR 97535

541-512-8703

www.phoenixura.com

November 2, 2016

Mayor Jeff Bellah
City of Phoenix
112 W. Second Street
Phoenix, OR 97535

The Phoenix Urban Renewal Agency formally requests that City Council approve the release of \$50,000 from bond proceeds to cover expenses for the Phoenix Plaza Project.

The Board would appreciate a timely response from the City Council.

Sincerely,



Al Muelhoefer
PHURA Chairman

AGENDA BILL

AGENDA ITEM: 10 D

AGENDA TITLE: Discussion of Plaza Building

DATE: November 7, 2016

ACTION REQUIRED:

ORDINANCE: _____

RESOLUTION: _____

MOTION: _____

INFORMATION: XX

EXPLANATION: The design committee for the plaza building has been meeting and working to develop a final design which encompasses the many different goals for downtown redevelopment and creation of a multipurpose community events and activities facility. There will be a public open house to present the final design on Wednesday, November 16, 2016 from 5:00-7:00 PM at the Phoenix Library at 510 W 1st St. Architects Kistler, Small, and White will be presenting the final design.

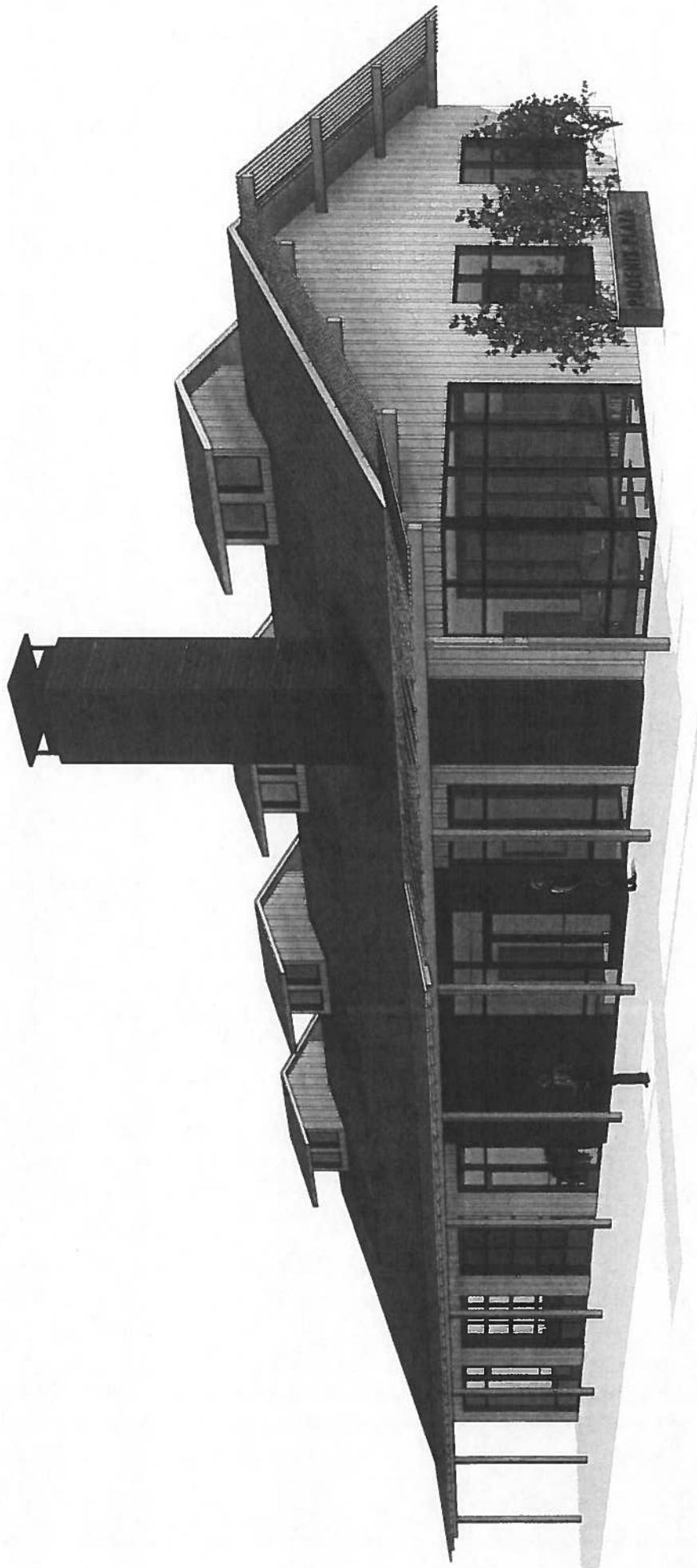
FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Council should reach and communicate consensus regarding the proposed design of the Plaza building.

MOTION: “:”

PREPARED BY: Sarah Lind **REVIEWED BY:** _____



PERSPECTIVE FROM STREET

PHOENIX PLAZA
NOVEMBER 3, 2016



