

## MISSION STATEMENT

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.



# CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:  
guestwifi

November 27, 2018, 6:30 p.m.  
Sweet Home Police Department, 1950 Main Street  
Sweet Home, OR 97386

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

### A. Call to Order and Pledge of Allegiance

### B. Roll Call:

Councilor Briana	Councilor Gourley
Councilor Coleman	Mayor Mahler
Councilor Gerson	Councilor Trask
Councilor Goble	

### C. Consent Agenda:

- a) Approval of Minutes: November 13, 2018 (pg. 3-6)

### D. Recognition of Visitors and Hearing of Petitions:

### E. Old Business:

### F. New Business:

- a) PUBLIC HEARING – Willamette Neighborhood Housing
- b) Request for Council Action – Grant Application Resolution No. 17 for 2018 (pg. 7-9)
- c) Request for Council Action – Employee Personnel Policies Consideration (pg. 10-75)
- d) Request for Council Action – StepUp IT Services Contract (pg. 76-101)
- e) Request for Council Action – Non-Represented Salary Table Resolution No. 18 for 2018 (pg. 102-106)
- f) Request for Council Action – City Hall Project Interfund Transfer Resolution No. 19 for 2018 (pg.107-109)

### G. Ordinance Bills

- i. **Introduction and Request for Ordinance**
- ii. **First Reading of Ordinance Bills**
- iii. **Second Reading of Ordinance Bills**
  - (1) Ordinance No. 5 for 2018 – An Ordinance Amending the Official Zoning Map. (pg.110-113)
- iv. **Third Reading of Ordinance Bills (Roll Call Vote Required)**

### H. Reports of Committees:

- a) Mayor's Report

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*

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**MISSION STATEMENT**

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- b) City Manager’s Report
- c) Department Director’s Reports:
  - i. Finance Director
    - (1) Property Tax Presentation
    - (2) Revenue and Expense Trends (pg.114-115)
  - ii. Library Services Director
  - iii. Community and Economic Development Director
    - (1) Planning Commission Minutes (pg. 116-122)
  - iv. Police Chief
    - (1) PD Statistics (pg. 123-124)
  - v. Public Works Director
  - vi. City Attorney’s Report

**I. Reports of City Officials:**

Administrative & Finance/Property	Goble
Public Safety/Traffic Safety	Briana
Public Works	Mahler
Park and Tree Committee	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Coleman
Fire District	Trask
Council of Governments	Gerson
Area Commission on Transportation	Briana
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley

**J. Council Business for Good of the Order:**

**K. Adjournment**

SWEET HOME CITY COUNCIL  
MEETING MINUTES

November 13, 2018

Mayor Mahler called the meeting to order at 6:30 p.m. in the Sweet Home Police Department.

**Moment of Silence for former Mayor Ruth Ganta**

The Pledge of Allegiance was recited.

Staff Present: City Manager Ray Towry, Library Services Director Rose Peda, City Attorney Robert Snyder, Community and Economic Development Director Jerry Sorte, Public Works Director Greg Springman, Police Chief Jeff Lynn, Finance Director Brandon Neish and Recording Secretary Julie Fisher.

Visitors Registered to Speak: Liza Newcomb

Media: Sean Morgan, The New Era  
Alex Paul, Albany Democrat Herald

<b>Roll Call:</b>	Councilor Briana	AB	Councilor Gourley	P
	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Trask	P
	Councilor Goble	P		

**Motion to excuse Councilor Briana from the November 13<sup>th</sup> and November 27<sup>th</sup> City Council Meetings (Trask/Gourley). Motion passed with 6 Ayes, 0 Opposed, and 1 Absent (Briana).**

**Consent Agenda: Motion was made to approve the Consent Agenda as submitted (Goble/Gerson). Motion passed with 6 Ayes, 0 Opposed, 1 Absent (Briana).**

Items on the consent agenda are as follows:  
Approval of Minutes: October 23, 2018 – Regular Meeting

**Recognition of Visitors & Hearing of Petition:**

School Resource Officer Hamlin SRO Hamlin introduced himself and talked about his role as the School Resource Officer. Some of his duties include Standard Response Training, Lock Down Drills, Teen Marijuana Education Course, School Safety Committee member as well as Regional Suicide Task Force.

**Old Business:** None

**New Business:**

Request for Council Action – Willamette Neighborhood Housing Service Liza Newcomb with Willamette Neighborhood Housing gave a presentation on the Community Development Block Grant Program and answered questions of the Council.

**Motion to authorize the staff to submit an application for the**

**2018 CDBG Program (Gerson/Gourley). Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Briana)**

Request for Council Action – Oregon Cascades West Council of Governments IGA

City Manager Towry introduced the Request for Council Action for Oregon Cascades West Council of Governments for IT Services. He explained the IGA does not commit us to any funds unless we utilize their services. The City considers this as “back-up” IT Services.

**Motion to Authorize Staff to enter into an Intergovernmental Agreement with Oregon Cascades West Council of Governments for Technology Services (Goble/Gourley). Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Briana).**

Request for Council Action – Request for Council Action – Consensus to Cancel Christmas Day Meeting

**Consensus of the Council was to Cancel the Christmas Day City Council Meeting.**

**Request for Council Action and First Reading of Ordinance Bills:**

Community and Economic Development Director Sorte introduced the Request for Council Action – Ordinance Bill No. 5 for 2018 – An Ordinance Amending the Official Zoning Map. CEDD Sorte explained if adopted, the ordinance would amend the Official Zoning Map. The Planning Commission held a Public Hearing on October 15, 2018 and approved the application.

**Motion to move Ordinance Bill No. 5 for 2018 – An Ordinance Amending the Official Zoning Map to first reading (Trask/Coleman). Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Briana).**

CEDD Sorte read in its entirety Ordinance Bill No. 5 for 2018 – An Ordinance Amending the Official Zoning Map including Exhibit A – Finding of Fact and Exhibit B – Zone Change Map.

**Motion to move Ordinance Bill No. 5 for 2018 – An Ordinance Amending the Official Zoning Map to second reading on November 27, 2018 (Goble/Gourley). Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Briana).**

**Second Reading:**

None

**Third and Final Reading of Ordinance Bills:**

None

Mayor’s Report

Mayor Mahler reported a very successful Capitol Christmas Tree event and parade and thanked Councilor Coleman and Councilor Gerson in their efforts. Mayor Mahler announced you can track the tree at [Trackthetree.com](http://Trackthetree.com).

City Manager’s Report

City Manager Towry announced an All Staff Training on December 19<sup>th</sup>. Upcoming meetings will see the updated Personnel Policies and

the certification of election results.

An Elected Officials Training will be offered by LOC and any Councilor that would like to attend should let the office know.

Copies of the City Manager's Self Evaluation were passed out, along with blank evaluation forms due back to City Hall by Friday. An Executive Session was scheduled for November 27<sup>th</sup> to review the City Manager's performance. City Manager Towry also will distribute the City Manager's contract to Council for review.

Two separate bulk water rate proposals have been received by customers who would like to review their bulk water rates. City Manager Towry will continue to work with the customers and then send their proposals to the Administrative, Finance and Property Committee for review and recommendation to Council.

Department Directors Reports:

Finance Director

Finance Director Neish reported the department processed 30 passports and conducted 85 lien searches. There are 61 accounts scheduled for turn-off.

Library Director

Library Services Director Peda reported sending Honeycrisp apples that were donated by Grandpa's Farms to 22 Libraries along with two books in their Apples from Oregon program. Two grants were received, one from the Siletz Tribe for \$1500 and the other from the Oregon Community Foundation for \$4500.

Community and Economic Development Director

CEDD Jerry Sorte gave an update on the November 3<sup>rd</sup> garbage collection day as part of the ongoing Code Enforcement efforts. His estimate was 35 tons of garbage collected.

Police Chief

Chief Lynn reported a long tenured employee will be leaving employment with the City. A new officer has been hired and is expected to start 11/15/18. A second candidate is in the final stages of the hiring process and expected to start in December. Chief Lynn announced a Citizen's Academy on January 12<sup>th</sup> from 9am until 3pm.

Public Works

Public Works Director Springman reported American Leak Detection has identified two large leaks the first morning they began detection.

City Attorney

None

Committee Reports:

Administration & Finance/  
Property Committee

No Report. Councilor Goble added that former Mayor Ruth Ganta was a friend of his as well as an amazing woman who was on Council, Mayor and a reserve officer for Sweet Home.

Public/Traffic Safety

No Report

Public Works

No Report

City Boards/Committees:

Chamber of Commerce	Councilor Coleman reported the Chamber was responsible for a social media push during the Capitol Christmas Tree Events. They also helped businesses hang lights. There are more Capitol Christmas Tree shirts and sweatshirts available for sale.
Fire District	Councilor Trask reported two engines are at Campfire Paradise. The District has a new command vehicle.
Park & Tree Commission	Councilor Trask reported the next meeting is 11/14/18 at 8:30am.
Y.A.C.	Councilor Gourley reported the YAC conducted a Zombie Run debrief. Councilor Gourley reported Madelyn Neuschwander recently attended a Youth Safety Summit in Washington D.C. The YAC are now planning their trip to the State Capitol.
Ad Hoc Committee Community Healthcare	Councilor Gourley reported the results from the Western University community survey on ways med students can interact and engage with the public should be out soon.
Capitol Christmas Tree	Councilor Coleman reported the Capitol Christmas Tree was in Salem today and Sweet Home was mentioned in the presentation. Councilor thanked staff especially Dominic and Kevin for their help during set up and the parade. Councilor Coleman also read an email from the public commending our community pride.

Regional Boards/Committees:

Area Commission on Transportation (ACT)	No Report
Council of Governments (COG)	Councilor Gerson reported the next meeting will be in January.
Solid Waste Advisory Council (SWAC)	No Report
Council Business for Good of the Order:	None

Adjournment: With No further business the meeting adjourned at 8:05 PM

The foregoing is a true copy of the proceedings of the City Council at the November 13, 2018 regular City Council Meeting.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> November 27, 2018	<b>TITLE:</b> Linn Benton Housing Rehabilitation Partnership	<b>TYPE OF ACTION:</b> <u>  X  </u> RESOLUTION — MOTION — OTHER
<b>SUBMITTED BY:</b> Ray Towry, City Manager	<b>ATTACHMENTS:</b> Resolution No. 17 for 2018	
<b>REVIEWED:</b>		

**PURPOSE OF THIS MEMO:**

Seeking Council authorization to submit an application for the 2018 Community Development Block Grant (CDBG) and contract with Willamette Neighborhood Housing Services as the sub-grantee for housing rehabilitation grants.

**BACKGROUND/CONTEXT:**

The City of Sweet Home has participated in the Linn County Housing Rehabilitation Program (LCHRP) since 2003. The LCHRP collectively administers a housing rehabilitation program serving the communities of Brownsville, Halsey, Harrisburg, Lebanon, Scio, Sweet Home and Tangent, as well as the unincorporated areas of Linn County.

**THE CHALLENGE/PROBLEM:**

Should the City of Sweet Home be the grant sponsor and participate in the Linn County Housing Rehabilitation Program in partnership with Willamette Neighborhood Housing Services?

**STAKEHOLDERS:**

*City of Sweet Home Residents.* There is a constant need for housing rehabilitation funds and services within the partnership’s jurisdiction, including Sweet Home.

*Linn County Residents.* There is a constant need for housing rehabilitation funds and services within the partnership’s jurisdiction, including Linn County.

**ISSUES & FINANCIAL IMPACTS:**

**Internal Capacity –**

There will be a minimal amount of City staff time as administration requirements will be performed by Willamette Neighborhood Housing Services through a sub recipient grant agreement.

Securing CDBG funding for the program will provide additional financial assistance to income qualifying households to make safety and habitability improvements to homes such as basic plumbing, electrical, roofing, weatherization and structural repairs.

**ELEMENTS OF A STABLE SOLUTION:**

Council approval of a Resolution allowing City staff to submit an application and contract with Willamette Neighborhood Housing Services as sub-grantee.

**OPTIONS:**

1. *Do Nothing.*
2. *Approve Resolution No. 17 for 2018 – Authorizing Staff to submit an application for the 2018 CDBG and authorizing the City Manager to sign the required documents and contract with Willamette Neighborhood Housing Services as sub-grantee.*

**RECOMMENDATION: Option #2**

1. *Motion to Approve Resolution No. 17 for 2018 authorizing Staff to submit an application for the 2018 CDBG and authorizing the City Manager to sign the required documents and contract with Willamette Neighborhood Housing Services as sub-grantee.*



RESOLUTION NO. 17 FOR 2018

GRANT APPLICATION RESOLUTION

**WHEREAS**, The City is a member of the Linn County Housing Rehabilitation Partnership Program in rural Linn County which includes the incorporated cities of Brownsville, Halsey, Harrisburg, Lebanon, Scio, Sodaville, Sweet Home, Tangent, Waterloo, and all unincorporated areas of Linn County; and

**WHEREAS**, The City is eligible to apply for a 2018 Community Development Block Grant (CDBG) from the Oregon Business Development Department. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes; and

**WHEREAS**, The \$400,000 grant will provide loan funds to approximately 10 households and some administration and management fees to operate the program. Willamette Neighborhood Housing Services (WNHS) has operated this program since January 2007.

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** The Council of the City of Sweet Home herein authorizes the staff to submit an application for the 2018 CDBG and authorizes the City Manager to sign the required documents and contract with Willamette Neighborhood Housing Services as sub-grantee.

**Section 2.** The Council of the City of Sweet Home will accept any CDBG award resulting from this application.

**Section 3.** This Resolution shall be effective immediately upon its passage.

PASSED by the Council and executed by the Mayor this 27<sup>th</sup> day of November 2018 by a vote of \_\_\_\_ yeas and \_\_\_\_ nays and \_\_ Absent.

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Mayor  
City of Sweet Home, Oregon

ATTEST:

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City Manager – Ex Officio City Recorder

# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> November 27, 2018 <b>SUBMITTED BY:</b> City Manager, Ray Towry <b>REVIEWED:</b> City Manager, Ray Towry	<b>TITLE:</b> 2018 City of Sweet Home Personnel Policy Updates <b>ATTACHMENTS:</b> 2018 City of Sweet Home Personnel Policy	<b>TYPE OF ACTION:</b> — RESOLUTION — MOTION — OTHER <u>  X  </u> CONSIDERATION
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**PURPOSE OF THIS MEMO:** Council review of updates to the City of Sweet Home Personnel Policy.

**BACKGROUND/CONTEXT:** The Personnel Policy for the City of Sweet Home was last updated in 2011. New laws have since been adopted, such as Rest Breaks for Expression of Breast Milk and Crime Victim Leave, requiring updates to our policies. Staff utilized a template from CIS, tweaked some language with the help of our labor attorney to make it align with our policies. A draft was presented to City Council October 23, 2018 and again November 13, 2018. City staff met with Sharon Harris, Human Resource Consultant for CIS, on November 15, 2018 regarding further recommendations. The following updates have been made since the Council last reviewed the policy on November 13, 2018:

- The Travel Policy (pg. 9) was revised to add specifics as to when an employee was eligible for meal reimbursement.
- Alcohol/Drug Use, Abuse and Testing (pg. 20) the following language was removed: In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in their system at the time of the accident;
- The Vacation Leave Donation and Use Policy (pg. 38) had language that did not allow the policy to be used in the case of two illnesses. Those specific illness were removed as they could be considered a serious health condition.
- Holiday and Floating Holidays (pg. 39) the following language was added as per CIS' recommendation: To be eligible for holiday pay, an employee must have worked his or her regularly scheduled hours the workday before and the workday after the holiday or have been on approved vacation day or any other excused absence.
- The proposed Attendance Leave Incentive was removed (pg. 52).

**THE CHALLENGE/PROBLEM:** How do we promote internal efficiency and prevent risk associated with personnel policies and comply with current laws?

**STAKEHOLDERS:**

- City of Sweet Home Staff – Staff benefits by having personnel policies that are clear, provide direction and that are consistent with law.
- City of Sweet Home Management - Management is more effective and efficient with clear, updated, best practices as policy.
- Sweet Home Residents – Residents and taxpayers essentially pay the price when policies lead to inefficient operations or lawsuits.

**ISSUES & FINANCIAL IMPACTS:**

1. *None Known*

**ELEMENTS OF A STABLE SOLUTION:**

Council adoption of updated policies by Resolution at the next Council meeting on December 11, 2018.



# City of Sweet Home Employee Handbook

PERSONNEL POLICIES MANUAL /Effective January 1, 2019

(Changes after 11/13/2018 marked with underlined or strike thru)



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## **1) Introduction and Employment Policies**

### **a) Introduction**

Welcome to the City of Sweet Home. We are glad to have you on our team. In Sweet Home, we believe our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We know that during your employment with the City of Sweet Home, you will become a productive and successful member of our team.

This employee handbook describes, in summary, the personnel policies and procedures which govern the employment relationship between the City and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of the City with or without prior notice. This handbook supersedes any prior handbooks or written policies of the City inconsistent with its provisions. It does not, however, supersede collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement may contradict or be inconsistent with this handbook, the collective bargaining agreement provision prevails.

This handbook does not create a contract of employment between the City of Sweet Home and its employees. With the exception of employees subject to a collective bargaining agreement, all employment at the City is "at will." This means either you or the City may terminate this relationship at any time, for any reason, with or without cause or notice (barring a written contract of employment). No supervisor, manager, or representative of the City other than the City Manager has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is outlined in writing and signed by the City Manager (or is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies issued after the handbook, please ask the City Manager.

### **b) Applicability to Employees**

These policies and procedures shall apply to all employees, interns and volunteers of the City of Sweet Home. The City-provided benefits described in this handbook apply only to regular employees and not to casual, seasonal, temporary, interns or volunteers.

### **c) Personnel Administration**

Council Responsibility. The Mayor and City Council shall have authority over all matters of personnel administration through adoption and implementation of the City budget, pay plans, collective bargaining agreements, ordinances, and resolutions adopting and/or amending the personnel policies.

City Manager Responsibility. The City Manager is charged with responsibility for the interpretation and administration of the City's personnel policies. The City Manager may delegate, in writing, authority for the enforcement and administration of personnel policies.

The City Manager shall be responsible for ensuring the effective implementation of these policies and may further establish, amend, or otherwise modify administrative policies, rules and regulations pursuant to City Council policies and shall advise the City Council of any changes concerning these policies. The Council delegates to the City Manager broad discretion in all aspects of personnel and labor relations, subject to the advice and concurrence of the Council.

Variations. The City Manager shall have the authority to vary or modify any City personnel policy, in writing, on a case-by-case basis, if it is found that strict interpretation of the policy will result in practical difficulties or unnecessary hardships. Exceptions granted in any instance will not be binding in the future. No other employee or representative of the City has the authority to enter into an agreement for employment or to make any agreement contrary to these policies.

Amendments. Amendments to these personnel policies must be adopted by the Council, by resolution, with or without prior notice to employees.

### **d) Violation of Provisions**

If you violate any provision of these policies and procedures, you may be subject to discipline up to and including termination.

### **e) Equal Employment Opportunity (EEO)**

The City of Sweet Home is committed to the principles of equality and honoring diversity. In accordance with this commitment, the City has adopted policies, procedures and ordinances aimed at protecting the civil rights of the employees and residents of Sweet Home. The Affirmative Action Plan for the City of Sweet Home is available to all employees, applicants and members of the community and can be found on the City's website.

Employees are recruited, selected and promoted on the basis of abilities and performance; consideration is given to factors such as education, training, experience, ethical conduct, judgment, communication, problem solving, demonstrated commitment to diversity, commitment

to sustainability, veteran status, disabled veteran status and customer service skills. All terms, conditions, benefits and privileges of employment with the City apply to all employees regardless of race, color, national origin, citizenship status, religion, religious observance, sex, sexual orientation, gender identity or expression, age, source or level of income, political affiliation, physical or mental disability, medical condition, pregnancy, veteran or military status, marital status, non-supervisory family relationships, association with members of a protected class, injured worker status, union participation or any other protected class.

i) Disability Accommodation Policy

The City is committed to complying fully with the Americans with Disabilities Act (ADA), as amended, and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

ii) Accommodations

The City will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operation of the City.

iii) Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment does not cause an undue hardship on the department or unit (or, in some cases, the City) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations, modifying training materials or policies, providing readers and interpreters or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the Department Head and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of the need for a reasonable accommodation.

**f) Employment Eligibility**

All employees must be legally authorized to work in the United States. As a new employee you must complete and sign an I-9 form on your first day of employment and provide proof of identity and work authorization as required by law.

i) Employment of Relatives

The City may hire relatives of employees only if individuals concerned do not work in a direct supervisory relationship. "Relatives" are defined the same as "family member" under the Bereavement Leave Policy. Present employees who marry will be permitted to continue to work if they do not work in a direct supervisory relationship with one another. Employees may be allowed to accept a transfer to an available and suitable position, for which the employee is qualified, to avoid direct supervision by a relative. If this cannot be accomplished, the least senior employee may be terminated.

ii) Pre-Employment Testing

All positions with the City require a background check which may include a criminal history, sex offender registry, verification of validity of social security number if provided by the applicant, education and employment verification. Police candidates go through a more extensive pre-employment background process as determined by the Chief of Police. A candidate who possesses an unfavorable background, after determining job-relatedness, will not be considered for employment in the specific position in accordance with the requirements set forth in the Fair Credit Reporting Act.

Physical and medical evaluations and driving record checks may be required for some positions.

**g) Veteran Hiring Preference**

i) Qualifying Veterans

The City of Sweet Home provides qualifying veterans and disabled veterans preference in promotional and employment opportunities. For the preference to be applied, veterans must have received an honorable discharge from military service, successfully complete the initial application screening and meet the minimum qualifications of the applied-for position. Preference is not intended to help an applicant pass minimum requirements but only to provide greater consideration or weight for positions for which the veteran is qualified. To qualify for veterans' preference, applicants must submit proof of veteran status (DD214/DD215) *and*, if applicable, proof of the veteran's disability rating from the Department of Veterans Affairs at the time the application is submitted.

For selection processes, the City will provide preference to eligible veterans. The details of how the City will apply the preference will vary based on the type of process used to select a candidate for the position.

## **h) Personnel Files**

Each employee has one official personnel file kept in the Human Resources Office. Your file is available for review by yourself, your supervisor, or others whom you have given written authorization and as required under the Oregon Public Records Law or for documented internal investigation or law enforcement purposes. Medical records and background check information are not considered to be part of this personnel file and will be released only as required by federal and state law.

Records pertaining to I-9 verification, medical records, results of drug tests and victims of domestic violence documentation are considered confidential and shall be maintained by Human Resources in confidential files separate from the personnel file.

## **i) Change of Employee Information**

If you change your name, address, telephone or emergency contact information, you are required to provide written notice of those changes to the City Manager's office, Payroll and your supervisor.

## **j) Confidential Information**

Your position may give you access to sensitive and confidential information. You must always maintain confidentiality and exercise discretion and judgment when dealing with sensitive or confidential information. You may not discuss confidential information concerning the property, government, personnel or affairs of the City without the express approval of the City Manager. You may not disclose any matter subject to litigation, either pending or likely to be filed, without the approval of the City Manager. Furthermore, you may not use such information to advance your financial or other private interests.

Citizen requests for public records are processed according to the City's Request for Information Policy. Consult the City Manager before releasing City records. Generally, information about your employment such as salary, benefits and job descriptions are a public record and will be disclosed when requested.

## **k) The Work Week**

Work weeks are recognized as beginning at midnight Sunday morning. The work week is defined as a fixed and regularly reoccurring period of 7 consecutive 24-hour periods. Work schedules are the work days, days off and hours of work identified within the work week. Within the work week, the standard work schedule for regular full-time employees is 40 hours

Hours of work for most City employees are 8:00 a.m. to 5:00 p.m., Monday through Friday. However, with City Manager approval, Department Directors may adjust, change or set work hours as departmental conditions dictate with regard to the efficient completion of work and to conveniently serve the needs of the citizens of Sweet Home. Some employees may work rotating or irregular shifts. However, the City makes no guarantee of a 40-hour work schedule, and nothing in this handbook is intended as a guarantee of hours worked per day or per week. If you are a represented employee, consult your collective bargaining agreement for specific provisions.

### **l) Alternative Work Schedules**

Every department may, upon approval of their Department Director, provide alternative work schedules to employees. Participation in the City's Alternative Work Schedules Program is at the sole discretion of the City and is not an employee entitlement. Each participating department shall determine which alternative work schedules, if any, are available. Such determinations shall be made based upon the business needs, staffing requirements, coverage requirements and hours of operation. Any alternative work schedule must further the City's commitment to excellence in public service and meet the business needs of the department. All alternative work schedules must have written department approval, and a copy must be sent to the City Manager's office.

### **m) Meal Periods and Rest Periods**

Nonexempt employees are required to take a paid, uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

Nonexempt employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his or her supervisor before the end of the shift, so the City may pay the employee for that work.

Meal periods and rest breaks are mandatory not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to come in late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available to him or her should contact their Department Head or designee.





<u>Length of Work Period</u>	<u>Requirement</u>	
	<u>Rest Breaks</u>	<u>Meal Periods</u>
2 hours or less	0	0
2 hrs. & 1 min – 5 hrs. & 59 min	1	0
6 hrs.	1	1
6 hrs. & 1 min – 10 hrs.	2	1
10 hrs. & 1 min – 13 hrs. & 59 min	3	1

i) Rest Breaks for Expression of Breast Milk

The City will provide reasonable rest periods to accommodate an employee who needs to express milk for her child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods otherwise provided to the employee. If not possible, the employee is entitled to take reasonable time as needed to express breast milk.

The City will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time the City is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

If an employee takes unpaid rest breaks, the City may, at the discretion of the employee’s supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. The City will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this rule.

The City will make a reasonable effort to provide the employee with a private location within close proximity to the employee’s work area to express milk. For purposes of this policy, “close proximity” means within walking distance from the employee’s work area that does not appreciably shorten the rest or meal period. A “private location” is a place, other than a public restroom or toilet stall, in close proximity to the employee’s work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee’s work area, the City will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee’s break period.

Notice: An employee who intends to express milk during work hours must give the Department Head or designee reasonable oral or written notice of her intention to do so in order to allow the City time to make any preparations necessary for compliance with this rule.

Storage: Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

## **n) Travel Policy**

Occasionally, an employee will be required to travel out of town on official, work-related business. All employees of the City are expected to use good judgment regarding the expenditure of the funds for travel expenses. All travel expenses must be pre-approved by an employee's department head, or designee, prior to traveling.

### **i) Mileage**

If an employee is required to use his/her vehicle (because a City vehicle is not available) for job related travel, mileage reimbursement will be paid at the current IRS reimbursement rate. Online mapping is required for mileage reimbursement. The City credit card is not to be used for the purchase of fuel for privately owned vehicles.

### **ii) Advances for Travel Expenses**

Reasonable lodging, meals and other expenses may be paid in advance by the City. Prior to a trip, an employee should submit a completed REQUEST FOR EXPENSES form, approved by the Department Head, in order to obtain an advance of funds.

### **iii) Meals**

Meals are not to be purchased on the City's credit card. If meals are provided in the registration fee, there will be no reimbursement for separate meals. Meals will be reimbursed according to the following schedule:

Breakfast	\$10.00	if gone from City before 6:00 a.m.
Lunch	\$12.00	if gone from City between 11:00 a.m. and 3:00 p.m.
Dinner	\$20.00	if gone from City after 6:00 p.m.

Since the breakfast and dinner allowances above are figured on the basis of hours worked, the IRS considers them taxable to the employee.

### **iv) Reimbursement Request**

Within one week after the travel has been completed, the employee must submit receipts for lodging and other expenses (excluding meals), which are reimbursed on an actual basis. Meals will be reimbursed in accordance with the schedule above. Employees who obtained pre-travel

funds must pay back any unused funds, as determined by travel receipts, within one week of travel.

v) City Vehicles

The City may provide a City vehicle to designated employees who respond to after hour emergencies.

vi) Fines and Fees

Any traffic citations, including parking tickets incurred during the conduct of City business either in a City or personal vehicle, are the responsibility of the employee and will not be reimbursed by the City.

vii) Travel Time

Travel time is paid in accordance with state and federal laws and collective bargaining agreements. Home-to-work and work-to-home travel is unpaid time. Travel time that occurs during the course of a work shift will be paid. On overnight trips, travel time that falls within your regular work hours on days off is considered hours worked.

For more information, see the BOLI website <http://www.oregon.gov/BOLI/Pages/index.aspx>.

## 2) Code of Conduct on the Job

The following policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce these policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these policies with the City Manager at any time if they have questions relating to the issues of harassment, discrimination or bullying.

### a) Code of Conduct and Work Ethics

It is the policy of the City of Sweet Home that all employees, customers, contractors and visitors to the City's worksites enjoy a positive, respectful and productive work environment free from behavior, actions or language constituting workplace disrespect. The following values are expected from City of Sweet Home Employees:

- Loyalty
- Subordination
- Competence
- Attendance
- Productivity
- Adaptability
- Responsibility
- Respectfulness

### b) No-Harassment Policy

The City prohibits harassment of any kind in the workplace, or harassment outside of the workplace which violates its employees' right to work in a harassment-free workplace.

This policy applies to and prohibits sexual or other forms of harassment during working hours, City related or sponsored trips (such as conferences or work-related travel), and off-hours when that off-duty conduct creates an unlawful hostile work environment for any of the City's employees. ***Such harassment is prohibited whether committed by City employees or by non-employees, such as elected officials, members of the community, and vendors.***

#### i) Sexual Harassment

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct which may give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or deficiency; leering, whistling, touching, assault, sexually suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; or discriminatory treatment based on sex. This is not a complete list.

#### ii) Other Forms of Prohibited Harassment

City policy also prohibits harassment against an individual based on the individual's race, color, religion, national origin, age, sexual orientation, marital status, disability, protected activity, and any other status protected by applicable law.

Such harassment may include verbal, written or physical conduct denigrating or showing hostility towards an individual because of any protected status, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Threatening, intimidating, or hostile acts that relate to a protected class; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

#### iii) Bullying

The City strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or their family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.

4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on web sites for co-workers, managers or supervisors or elected officials.

#### iv) Reporting/Investigation Procedure

All Employees are responsible for respecting the rights of other employees and should give careful consideration to what constitutes harassment and discrimination. Anyone needing assistance with terms or charges that could be brought against another person should consult Human Resources, or the City Manager for clarification purposes. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or the City Manager, at any time if they have questions relating to the issues of discrimination, harassment, or bullying. In addition, any employee who observes any conduct that he or she believes constitutes harassment, discrimination, or bullying, or who receives information about these types of incidents that may have occurred, must immediately report the matter to the City Manager.

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City's need to investigate the complaint and address the situation. Employees are required to fully cooperate in all workplace investigations deemed necessary by the City. Full cooperation entails complete disclosure to the City's investigator or all relevant information. Failure to cooperate, or any attempt to sabotage an investigation, is grounds for disciplinary action up to and including termination. The City respects the right/responsibility of its employees to raise harassment concerns and participate in investigations. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

#### **c) Reporting Improper or Unlawful Conduct – No Retaliation**

Employees may report reasonable concerns about the City's compliance with any law, regulation or policy, using one of the methods identified in this policy. The City will not retaliate against employees who disclose information the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City;
- Mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health resulting from action of the City;

- A substantial and specific danger to public health and safety resulting from actions of the City; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

#### i) Employee Reporting Options

In addition to the City's Open-Door Policy (see below), employees who wish to report potential improper or unlawful conduct should first talk to their supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with the City Manager. Supervisors and managers are required to inform the City Manager about reports of improper or unlawful conduct.

Complaints against the City Manager should be reported to the City Attorney or Mayor who will collaborate to determine the validity of the complaint. Once determined, the Mayor will communicate to the complainant, in a timely manner, the course of action.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

#### ii) Additional Protection for Reporting Employees

Oregon law provides in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of their employment. The disclosure must have been made to either:

- 1) A state or federal regulatory agency;
  - 2) A law enforcement agency;
  - 3) A manager with the City; or
  - 4) An Oregon-licensed attorney who represents the employee making the report/disclosure.
- The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.



#### **d) Open-Door Policy**

The City's Open-Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. The City's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are surfaced early and shared without the fear of retaliation (when the employee provides the input in good faith). If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in the City, raise them first with your Department Head or designee. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Manager.

#### **e) Attendance, Punctuality and Reporting Absences**

Punctual and regular attendance is an essential responsibility of every City employee. Employees are expected to report to work as scheduled, on time and fully prepared to start work at the beginning of their shift. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized City business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Employees who are absent from work for any reason or who will not show up for work on time, must inform their supervisor via a telephone call at least sixty minutes prior to the start of their shift or as specified in department policy. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. Unless excused by applicable law, a no call/no show lasting three days is considered job abandonment and may be deemed an employee's voluntary resignation of employment.

#### **f) Emergency and Inclement Weather**

Except for regularly scheduled holidays, the City of Sweet Home will be open for business Monday – Friday during normal business hours. The City recognizes there may be circumstances beyond its control, such as inclement weather, national crisis, or other emergencies making one or more of the City work locations inaccessible. On such occasions, one or more of the City work locations may be closed for all or part of a regularly scheduled work day. In such an event, the City Manager or designee will make a decision and will endeavor to notify all managers for the purpose of contacting employees; you may also contact your immediate Department supervisor.

In the event of extreme inclement weather conditions, each staff member's ability to safely reach their work location may be different. Staff who cannot report to work in such circumstances should contact their Department supervisor and notify them of their inability to report to work. Employees unable to report to work due to inclement weather shall use eligible accrued leave (excluding sick leave) and or compensatory time to account for time off.

**i) Emergency Response Duties**

All City employees may be considered essential emergency staff. As a City employee, you may be called upon to return to, or remain at work during an emergency (inclement weather, earthquake, etc.) and to perform duties not normally part of your job. Each Department Director shall determine which staff is essential. Emergency and/or disaster situations may alter the normal job-related activities of departments. Some job-related activities may temporarily become non-essential, and others may become critical. Employees may temporarily be reassigned to support critical activities. During an emergency, your work schedule may change, as necessary (including without prior notice), from your normal hours and/or normal shift.

For emergency purposes, the City will endeavor to provide a means for contacting spouses, domestic partners, children at school or in daycare situations, and next of kin to the extent that employees have provided current and accurate contact information including as appropriate: addresses, regular phone, cell phone, pager, fax numbers and/or e-mail addresses. To the extent allowable by law, such information will be held confidential by the City Manager's office. Further information regarding emergency response will be available in the City of Sweet Home Emergency Response Plan.

**g) Workplace Violence**

The City recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the public. A safe and comfortable work environment enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee or member of the public against another person's life, health, well-being, family, or property will be dealt with in a zero-tolerance manner.

All employees have an obligation to report any incidents pose a real or potential risk of harm to employees or others associated with the City, or that threaten the safety, security or financial interests of the City. Employees should make such reports directly to City Manager.

The City also may conduct an investigation of a current employee where the employee's behavior raises concern about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

## **h) Workplace Safety**

Nothing is of greater concern to the City than the safety of its employees and of the public. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with the City's safety and accident policy and with the requirements of our Workers' Compensation Insurance carrier. Employees are expected to use common sense and good judgment in work habits, to follow safe work practices, and to bring any unsafe condition to the immediate attention of a supervisor.

Safe work practice includes, but is not limited to:

- Use the safety equipment, which has been provided for use.
- Do not operate equipment while under the influence of drugs, alcohol or while using any medication, which may impair the employee's ability to safely perform job duties.
- Only operate equipment for which training or orientation has been received.
- Warn co-workers of unsafe conditions or practices. Accept with appreciation the warning of a co-worker as an expression of concern for your well-being.
- Immediately report dangerous or unsafe conditions that you observe at work.
- Refrain from horseplay always.

### **i) UNSAFE CONDITIONS**

Employee Responsibility. Every employee is responsible for safety. To achieve the City's goal of providing a safe work place, everyone must be safety conscious. Employees should immediately report any unsafe or hazardous condition directly to a supervisor, if the problem cannot be corrected independently by the employee. Every effort must be made to remedy safety problems quickly.

Management Responsibility. Each department shall consider the need for adopting safety practices, policies and procedures as warranted by the hazards its employees encounter. Consideration shall be ongoing. Each accident is cause for review. A copy of such policies shall be delivered to all department employees. Department Heads are encouraged to involve employees and union representatives in the process. The need for periodic training should be considered and arranged when appropriate in the judgment of the Department Head.

Managing Unsafe Conditions. It is every employee's responsibility to identify conditions, which could pose a hazard to employees or to the general public. After identifying the problem, employees at the scene are expected to follow departmental safety procedures or emergency response plan(s), which may include, but are not limited to, the following actions:

- Eliminate the hazard or obtain whatever assistance is necessary.
- Control the hazard by enclosure or guard.
- Employ avoidance procedures.
- Use personal protective equipment as appropriate.

Risk Management. The City shall work with its insurance providers to develop a Risk Management Program for all departments. The goal of the Risk Management Program is to eliminate hazards, lower the City's risks of injury or damage, and create a safer work environment for all employees and the public. The City Manager currently serves as the City's Risk Manager.

### **i) Ethics Policy**

At the City, we believe in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations which compromise their reputation or integrity or might cause their personal interests to conflict with the interests of the City or the City's citizens.

We at the City are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If you are coming to the City from work in the private sector, you may find some common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If you have questions about whether an activity meets the City's or Oregon's ethical standards, please talk with your Department Head or designee. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action up to and including termination.

#### **i) Gifts and Gratuities**

Occasionally City employees are offered personal gifts, discounts or gratuities in connection with their City employment. While such offers may be made in good faith, it is important everyone representing the City avoid any appearance of impropriety or conflict of interest. You are expected to exercise good judgment and politely refuse such personal gifts, discounts or gratuities offered in connection with your employment with the City. Exceptions would be acceptance of gifts of insignificant value of less than \$50, such as pens, pencils, calendars, etc. offered on infrequent occasions in the ordinary course of business.

Gifts, gratuities, loans, fees or any other items of significant value may not be solicited by City of Sweet Home employees, agents or volunteers or accepted either directly or indirectly if the acceptance could be considered to influence directly or indirectly the actions of said personnel or any other person in any matter of City business. Significant value is any gift with a market value of \$50 or more. Under no circumstances may gifts exceed \$50 per calendar year from any one source.

## **j) Drug Free Workplace**

### **i) Prohibited Conduct**

The following conduct is strictly prohibited and will result in disciplinary action up to and including termination:

1. Possession, sale and/or use of drugs on City premises, while in City-provided clothes, while on City- or work-related travel, or while on City business (other than employees who possess drugs while they are engaged in law-enforcement work);
2. Failing to promptly report convictions and/or plea-bargains for an alcohol or drug related criminal offense to the extent it impacts the employee's ability to perform their job. All drug and alcohol related convictions and plea bargain agreements must be promptly reported to the City Manager. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement;
3. Possession and/or consumption of alcoholic beverages or being under the influence of alcohol during work hours, while in City-provided clothes or on City premises, while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business), or while performing job functions other than at the employee's home (other than employees who possess alcohol while they are engaged in law-enforcement work); or
4. Being under the influence of drugs while on duty, on City premises, on City work time, while in City-provided clothes, while on City business, or while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business).

As used in this policy, "drug" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law. An employee is considered to be "under the influence" for purposes of this policy if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set for in the Department of Transportation "DOT" regulations.

### **ii) Prescription Medication and Medical Marijuana**

An employee who uses prescription or over-the-counter drugs which may impair the employee's ability to safely perform the job, affect the safety or well-being of others, must notify the Department Head or designee of such use immediately before starting or resuming work. The name of the drug is not required. This includes, without limitation, medical marijuana. Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as the City will not allow an employee to use medical marijuana as an accommodation.

### iii) Testing

The City reserves the right to:

1. Subject applicants who are given a conditional offer of employment in a safety-sensitive position to a drug and/or alcohol test;
2. Test employees reasonably suspected of using drugs or alcohol in violation of this policy;
3. Discipline or discharge employees who test positive or otherwise violate this policy;
4. Test employees when they are involved in any work-related accident which results in death or bodily injury to the employee, a coworker or another person or which results in any property damage beyond damage which is determined by the City to be de minimis. ~~In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in their system at the time of the accident;~~ or
5. Test employees as required by law, including, but not limited to, U.S. Department of Transportation rules.

The phrase "reasonable suspicion" (or in any variation) used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:

- A pattern of abnormal or erratic behavior;
- Information provided by a reliable and credible source;
- A work-related accident when the City has a reasonable basis to believe that the accident may have been caused by drug or alcohol use;
- Direct observation of drug or alcohol use;
- Presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- Unexplained significant deterioration in individual job performance;
- Unexplained or suspicious absenteeism or tardiness;
- Employee admissions regarding drug or alcohol use; and
- Unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors must detail in writing the specific facts, symptoms or observations forming the basis for their determination reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the City Manager. Whenever possible, supervisors should locate a second employee or witness to corroborate "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the

initial positive test result, the employee shall be notified of the results in writing by the City Manager. The letter of notification shall state the particular substance identified by the laboratory tests. The employee may request a third test of the sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

iv) Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City property or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, the City may search the employee's possessions located on City property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to City property, or in property, equipment or supplies provided by the City to employee.

v) Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

vi) Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action up to and including termination.

vii) Drug and Alcohol Treatment

The City recognizes that alcohol and drug use may be a sign of chemical dependency and employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes he or she has a problem involving the use of alcohol or drugs should ask a Department Head or City Manager for assistance.

The City will work with an employee to identify all benefits and benefit programs available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and the City to the extent its existing benefits package covers some or all the program costs.

Although the City recognizes alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of City policy is discovered, the employee's willingness to seek City or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

#### viii) Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or the City is prohibited unless written authorization is obtained from the employee.

### **k) Criminal Arrests and Convictions**

Employees must promptly and fully disclose to their supervisor on the next working day:

- All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on City property, or in a City vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);
- All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
- If you are arrested, cited or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or any paid leave to cover the absence, and may be subject to disciplinary action, including termination.

### **l) Outside Employment**

Generally, employees may obtain employment with an employer other than the City or engage in private income-producing activity. Employees are responsible for assuring their outside employment does not conflict with these rules.



An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding the offer is influenced by the employee's official action.

Employees may not accept outside employment involving:

- The use of City time (including the employee's work time), facilities, equipment and supplies, or the prestige or influence of the employee's position with the City. In other words, the employee may not engage in private business interests or other employment activities on the City's time or using the City's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for whom the employee works; or
- Receipt of money or other consideration for performance of duties the employee is required to perform for the City.

The City requires employees to report outside employment to their Department Head on an annual basis, or sooner if any changes in outside employment occurs.

#### **m) Smoke-Free Workplace**

The City provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars and e-cigarettes), and the use of oral tobacco products or "chew/spit" tobacco. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

The use of tobacco products is prohibited at all time indoors and on the campuses or property of the designated City worksites. This includes doorways, front porches or outdoor foyers, and parking lots.

#### **n) Political Activity**

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of City employees to express their personal political views.); or

- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

**o) Use of City Email and Electronic Equipment, Facilities and Services**

The City uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such City property.

i) Ownership

All information and communications in any format, stored by any means on or received via the City's electronic equipment, facilities or services is the sole property of the City.

ii) Use

All of the City's electronic equipment, facilities and services are provided and intended for City business purposes only and not for personal matters, communications or entertainment. This means, for example, employees may not use the City-provided Internet, or City electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate the City's no-harassment, non-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind;
- Engage in any activity that violates the rights of any person or company protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other City-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses); or
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, providing it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use City-provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). City email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the City Manager.

### iii) Inspection and Monitoring

Employee communications, both business and personal, made using City electronic equipment, facilities, and services are not private. Any data created, received or transmitted using City equipment, facilities or services are the property of the City and usually can be recovered, even though deleted by the user.

All information and communications in any format, stored by any means on the City's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the City's ownership of the electronic information, electronic equipment, facilities, or services, or the City's right to inspect such information. The City reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of the City's electronic equipment, facilities and services, including all communications and internet usage and resources visited. The City will override all personal passwords if it becomes necessary to do so for any reason.

### iv) Personal Hardware and Software

Employees may not install personal hardware or software on the City's computer systems without approval from the Finance/IT Department. All software installed on the City's computer systems must be licensed. Copying or transferring of City-owned software may be done only with the written authorization of the IT Department.

### v) Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by City management. No employee can examine, change or use another person's files, output or user name unless they have explicit authorization from City to do so.

### vi) Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception, and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

### vii) Inappropriate Web Sites

The City's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate the City's policies on harassment and discrimination.

## **p) Social Media**

For purposes of this policy, “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the involved risks and rewards. Keep in mind any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of the City or the City’s legitimate business interests may result in disciplinary action up to and including termination.

### **i) Prohibited Postings**

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate the City’s no-harassment and non-discrimination policies and t include discriminatory remarks, harassment, or threats of violence or similar inappropriate or unlawful conduct.

Do not create a link from your blog, website or other social networking site to a City-owned or -maintained website without identifying yourself as a City employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact you are a City employee and make it clear your views do not represent those of the City or its employees or elected officials.

### **ii) Encouraged Conduct**

Always be fair and courteous to co-workers, the citizens we serve, the City’s employees and elected officials, and suppliers or other third parties who do business with the City. Also, keep in mind you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

Maintain the confidentiality of the City’s confidential information. Do not post internal reports, policies, procedures or other internal, City-related confidential communications or information. (See “Confidential City Information” policy above.)

### iii) Request for Employee Social Media Passwords

The City's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a user name and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits City from requiring an employee to produce content from his or her social media or internet account in connection with a City -sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

## q) Cellular Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones and similar devices), tablets and similar devices, all of which are referred to as "cellular devices" in the Cellular Devices Policy.

### i) Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City-provided cell phones/cellular devices may not violate the City's policies against harassment and discrimination. Thus, employees who use a personal or City-provided cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) in violation of the City's no-harassment and non-discrimination policies will be subject to discipline, up to and including termination.

Nonexempt employees may not use their personal or City-provided cell phone/cellular device for work purposes outside of their normal work schedule without advance written authorization from the City Manager. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

### ii) Employee Use of City-Provided Cell Phones/Cellular Devices

Cell phones/cellular devices are made available to City employees on a limited basis to conduct the City's business. Determinations as to which employees receive City-provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device. In some cases, the City may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of the City away from the office (see City Manager for more information).

Employees who receive a cell phone or cellular device from the City must agree to not use the cell phone/cellular device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or cellular device from the City must acknowledge and understand that because the cell phone/cellular device is paid for and provided by the City, or subsidized by the City, any communications (including text messages) received by or sent from the cell phone/cellular device may be subject to inspection and review if the City has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Cellular Device Policy or any other City policy. An employee who refuses to provide the City access to his/her personal cell phone/cellular device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Employees may not use the City-provided cell phones or cellular devices to call 1-900, 1-976 or similar "pay per minute" services. Further, family and friends may not use an employee's City-provided cell phone/cellular device.

iii) Employee Use of Cell Phones/Cellular Devices with Cameras

Cameras of any type, including cell phones with built-in cameras and video photography devices, may not be used during working hours or at any City-sponsored function unless authorized to do so by the Department Head or designee.

iv) Cell Phones/Cellular Devices and Public Records

City-related business conducted on City-provided or personal cell phones/cellular devices are subject to disclosure under Oregon's Public Records laws.

v) Cell Phone/Cellular Device Use While Driving

Oregon law prohibits the use of handheld cell phones while driving. This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by the City.

Employees are prohibited from using handheld cell phones for any purpose while driving on City-authorized or City-related business. This policy also prohibits employees from using a cell phone or other device to send or receive text or "instant" messages while driving on City business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free device for the call. Violation of this policy will subject the employee to discipline, up to and including termination.

**r) Driving While on Business**

Employees using a private vehicle to conduct City's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for

authorized City business use should make any necessary arrangements with their insurance carriers.

The City may verify the validity of your driver's license and/or your driving record at the time of hire and at any point during your employment. Once you are employed with City, we will receive automated reports from the Department of Motor Vehicles (DMV). The reports notify the City when there are transactions on your driving record such as speeding tickets and citations.

While on City business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, above.

### **3) Classification, Compensation and Benefits**

#### **a) Employee Classification**

The City classifies employees as follows:

- Regular Full-time: Employment in an established position requiring 40 hours or more of work per week. Generally, full-time employees are eligible to participate in the City's benefit programs.
- Regular Part-time: Employment requiring less than 40 hours, but more than 20 hours, of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time. Regular, part-time employees are not eligible for benefits except those mandated by applicable law.
- Temporary: Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Temporary employment can either be full-time or part-time. Temporary employees are not eligible for benefits other than those mandated by applicable law.

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all City rules and procedures.

#### **b) Salary Eligibility Date**

The salary eligibility date (SED) is used to determine benefit accrual and merit increases of an employee. Employees will be assigned a SED equal to the first of the month immediately following hire date, position reclassification or promotion.

#### **c) Duration of Employment**

All employees, except temporary employees, are hired for an unspecified duration. None of the classifications guarantee employment for any specific length of time.



#### **d) Job Sharing**

**Job Share Definition.** A job-sharing position is a regular full-time or part-time position that is held by two individuals on an interdependent, shared-time basis. The duties and responsibilities of the single position will be divided so as to provide complete and coordinated coverage by the two partners. The partners will normally divide the required working hours, not to exceed a total of 40 hours per week, within a pay period.

Each partner in a job-sharing position must have, or be capable of having, all the knowledge, skills, and abilities necessary to perform the job. In addition, partners must communicate with one another to ensure that their efforts are coordinated effectively. Each job share partner must be willing to cover the absences of the other.

**Benefits.** Job share partner's benefits are determined as if each were a part-time employee; however, the City shall not be required to contribute to either more than half cost of health insurance for a full family. Vacation, sick leave and holiday benefits will be pro-rated on the basis of hours worked.

**Approval and Termination of Job Share Positions.** Job sharing shall be implemented, continued or terminated at the discretion of the City based on operational efficiency. Specific scheduling arrangements shall be determined by the Department Head and should be a function of the needs of the department, the nature of the job and the desires of the job share partners.

#### **e) Performance Reviews**

All permanent City employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and discipline/termination. Any employee who fails to satisfactorily perform the duties of their position is subject to disciplinary action (including termination).

The City's goal is to provide an employee with the first formal performance evaluation within six months after hire or promotion. After the initial evaluation, the City will strive to provide a formal performance review on an annual basis. Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work;
- A review of exceptional employee accomplishments;
- Establishment of goals for career development and job enrichment;
- A review of areas needing improvement; and
- Setting of performance goals for the employee for the following year.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than 30 days following the date the performance evaluation was received.

## **f) Payroll Policies**

### **i) Pay Period**

The pay period begins on the 16th of the month and ends on the 15th of the following month.

### **ii) Overtime**

- Time-and-a-Half: The City pays one and one-half times a non-exempt employee's regular rate of pay for all hours worked over 40 in any workweek. See "Employee Classification" above.
- Limitation on Overtime Pay: Paid hours not actually worked (for example, sick, vacation, holidays, and family leave) will not be counted toward the 40 hours worked per workweek required to receive overtime pay.
- Assignment of Overtime Work: On occasion, where the City's workload makes it necessary, non-exempt employees may be required to work overtime.
- Supervisor Authorization: No overtime may be worked by non-exempt employees unless specifically authorized in writing by the Department Head or designee. Employees who work unauthorized overtime may be subject to discipline up to and including termination.
- Compensatory (Comp) Time: Overtime hours can be paid or, at the employee's option with City approval, accumulated at time and one-half up to a maximum of 80 hours and taken as comp time off. Overtime worked after the employee has accrued 80 hours of comp time will be compensated as overtime pay. Employees are encouraged to work with their manager/supervisor to schedule and use comp time within 60 days of when it is accrued. At the discretion of an employee's manager/supervisor, employees who have accrued less than 80 comp hours may be able to choose whether to have the accrued comp time cashed out at the rate earned by the employee at the time the employee receives the payment. The City may elect to cash out accumulated comp time at any time.
- Exempt Employees: Exempt employees are not eligible to receive overtime pay or compensatory time off from work.

### **iii) Timekeeping Requirements**

Employees are required to record their own time at the beginning and end of each work period, including before and after the meal period. Employees also must record their time whenever they leave the building for any reason other than City business. Filling out another employee's time card, allowing another employee to fill out your time card, or altering any time card will be

grounds for discipline up to and including termination. An employee who fails to record all of his or her time worked may be subjected to discipline as well.

iv) Payday

Paychecks will be distributed on the last business day of the month. The City will electronically deposit paychecks (direct deposit) upon written request of the employee.

v) Payroll Advance

A pay advance is a temporary loan to an employee. You may not receive a pay advance unless you have an emergency or an unusual, unforeseen event that causes severe financial hardship. Employees are limited to two (2) advances in a given fiscal year and may receive an advance only for monies already earned during the month (up to 40% of your base monthly wages). Your pay advance request must be approved by the Department Director, Finance Director and the City Manager. Advances will be processed within two days of receipt of request.

vi) Optional Deductions

Employees may authorize deductions from their pay (by written request) for items such as local gym dues, donations, etc. Authorized optional deductions must be of general interest to five (5) or more employees and approved by the Finance Director.

vii) Deferred Compensation

Eligible City employees may elect to enroll in the deferred compensation plan(s) approved by the City. Deferred compensation accounts will be established on behalf of any employee who is willing to make contributions to the plan in accordance with plan requirements.

viii) Applicable Laws

The City makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that the City has made any improper deductions, has failed to pay you for all hours worked or for overtime, or has failed to properly calculate your wages in any way, you must immediately report the error to your Department Head or designee. The City will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination because he or she has reported any errors or complaints regarding the City's pay practices.

ix) Pay Upon Leaving City Employment

An employee terminating employment with the City who gives the City at least 48 hours' notice will be paid on the date of separation any earned and unpaid wages then due plus any accumulated and unused vacation pay and compensatory time. Work hours, vacation and compensatory time shall be paid at the employee's hourly rate at the date of separation. If the employee gives less than 48 hours' advance notice prior to quitting City employment, the employee shall be paid within five (5) business days of the separation date or on the next regularly scheduled payday, whichever occurs first. Terminated employees will receive final pay no later than the end of the first business day after termination.

#### x) Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current can be important to you with regard to pay, deductions, benefits and other matters. If you have changes in any of the following items, please notify the Finance Director to ensure the proper updates/paperwork are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

#### g) Healthcare Benefits

The City currently offers group medical, vision, dental, long-term disability and life insurance plans for eligible employees. Coverage begins on the first day of the month following the employee's completion of thirty (30) days of employment. For example, an employee hired on January 15 would have coverage beginning March 1.

##### i) Summary Plan Description

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by the City. These documents govern all issues relating to employee health insurance.

##### ii) Continuation Coverage under COBRA

Information regarding specific benefits or continuation of coverage is available from the Finance Director.

## **h) Workers' Compensation and Safety on the Job**

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

### **i) Steps to Take if You Are Injured on the Job**

To ensure you receive any workers' compensation benefits to which you may be entitled, you must do all the following:

- Immediately report any work-related injury to your supervisor. You must report the injury at the time it happens, and no later than 24 hours after injury;
- Seek medical treatment and follow-up care if required; and
- Promptly complete a written Employee's Claim Form (Form 801) and return it to the City Manager's office.

***Failure to timely follow these steps may negatively affect your ability to receive benefits.***

### **ii) Return to Work**

If you require workers' compensation leave, you will, under most circumstances, be reinstated to the same position that you held at the time your leave began, or to an equivalent position, if available. However, you must first submit an approved medical certificate demonstrating your ability to return to work.

When returning from workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City does not discriminate against employees who suffer a workplace injury or illness.

### **iii) Early Return-to-Work Program**

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other the City rules and procedures.

iv) Overlap with Other Laws

The City will account for other leave and disability laws that might also apply to your situation, such as the Americans with Disabilities Act (ADA), as amended, and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

#### 4) Time Off and Leaves of Absence

##### a) Vacation Benefits for Employees

###### i) Vacation Policy

Vacation benefits are intended to provide eligible employees with a period of rest and relaxation away from work with pay. Accordingly, employees are encouraged to schedule vacations with their Department Head each year and to use all vested vacation benefits.

###### ii) Vacation Accruals

The City provides vacation benefits to its regular full-time and regular part-time employees. Vacation credits will accrue and be posted monthly as follows for full-time, non-represented employees:

<b>Years of Continuous Service</b>	<b>Annual Accrual</b>
Less than 5 years	96 hours
At least 5 and less than 10 years	120 hours
At least 10 and less than 15 years	144 hours
At least 15 years	144 hours plus 8 hours for each year of service beyond 15 years

Regular part-time employees will receive pro-rated vacation benefits. Vacation shall not accrue during an unpaid leave of absence.

###### iii) Maximum Accrual Balance

An employee with less than 15 years of continuous service may accrue a maximum balance of up to 190 hours of vacation leave. An employee with 15 years or more continuous service may accrue a maximum balance of up to 230 hours of vacation. Once an employee has accrued the maximum amount of vacation leave, the employee will cease to accrue additional leave. The employee will begin to accrue vacation leave once the amount of accrued vacation falls below the maximum amount.

###### iv) Scheduling Vacations

Vacations must be scheduled and approved in advance by the employee's Department Head, or by the City Manager in the case of Department Heads absence, in accordance with Department and/or work area policy.

###### v) Holidays Occurring During Scheduled Vacations

If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for the day if eligible for such pay and will not be charged for vacation benefits for the day.

#### vi) Vacation During First Six Months of Employment

New employees shall accumulate vacation leave from the date of hire but will not be eligible to take vacation time off during the first six months of employment.

#### vii) Vacation Leave Donation and Use

The purpose of donated vacation leave is to assist any eligible employees with additional leave through the donations of eligible co-workers. All full-time regular employees are eligible to request or donate vacation time in cases deemed as “hardship” by the City Manager or designee. All donations will be kept confidential and donors will remain anonymous. To qualify for a leave donation, an employee must meet the eligibility requirements of the Family Medical Leave Act and/or the Oregon Family Leave Act. An employee who is receiving, or is eligible to receive, any type of retirement disability, short-term or long-term disability insurance, or other supplemental income is not eligible to receive donated leave.

Donated leave may not be used to extend employment beyond the point it would otherwise end by operation of law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.

~~The City does not solicit donated leave for time loss related to pandemic illnesses, such as the H1N1 flu virus.~~

#### The Requesting Employee (Recipient) Must:

- Provide documentation for a non-work related seriously disabling illness or injury, as certified by a physician;
- Have first exhausted all accrued sick leave, compensatory time, floating and vacation leave;
- Have worked one full year at the City and have received satisfactory performance evaluations; and
- Submit a request for donated leave to their Department Head or designee indicating reason and anticipated amount of lost work time.

#### The Donating Employee

- Must complete and submit to the City Manager or designee, a designated form with Department Head approval, indicating the desire to donate; and
- May donate up to a maximum of 40 hours of vacation time per calendar year but must retain a minimum of 40 hours vacation leave.

Any decision by the City Manager or designee regarding Vacation Leave Donation will be binding. Donated time is calculated using the number of hours donated, the donator’s hourly wage, and the recipient’s hourly wage.



## **b) Management Leave for Exempt Employees**

The City recognizes exempt employees commit substantial hours to City service in order to fulfill their responsibilities and meet periodic job demands. Therefore, the City has elected to grant these employees paid management leave for the extra hours of service worked for the City, as specified below.

Effective July 1 of each fiscal year, exempt positions will receive 10 days (80 hrs.) paid management leave in addition to vacation and holidays.

An employee hired after July 1 will receive administrative leave for the remainder of the fiscal year on a pro-rated basis. Management leave must be taken by June 30th of each year. Unused management leave days will not be cashed out and will not accrue from year to year and shall be forfeited if not used. Personnel who sever employment in the middle of the fiscal year and use more days than the proportional amount for their employment period may have the excess use deducted from the final paycheck based on an hourly rate, as permitted by applicable law. Management leave shall be approved by the Department Head or City Manager. Department Heads shall regulate the use of management leave within their departments.

## **c) Holidays and Floating Holidays**

Regular full-time employees will receive a day off with pay on each of these recognized holidays:

New Year's Day	President's Day
Memorial Day	Independence Day (July 4)
Labor Day	Thanksgiving Day
The day after Thanksgiving	Christmas Day
Veterans Day	Personal Holiday (hours to equal 2 shifts)

When a scheduled holiday falls on a Sunday it will be observed on the following Monday. When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

If a non-exempt employee is required to work on any holiday observed by the City, the employee shall either be paid or given compensatory time off for all hours worked at the rate of one and one-half times the regular rate of pay.

To be eligible for holiday pay, an employee must have worked his or her regularly scheduled hours the workday before and the workday after the holiday or have been on approved vacation day or any other excused absence.

Employees who are off work on an unpaid leave of absence shall not receive holiday pay. Employees who are off work due to sick leave or vacation shall be paid for the holiday in lieu of receiving vacation or sick leave pay.

## d) Family Medical Leave

### i) FMLA/OFLA Policy

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave of absence for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and the City rights and obligations, not this policy.

Employees seeking further information should contact the City Manager's office. Also refer to the "Employee Rights and Responsibilities under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the employee break areas which are incorporated here by reference.

#### 1. Definitions

Child/Son or Daughter: For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of in loco parentis. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age – see below.

Family Member: For purposes of FMLA, "family member" is defined as a spouse, parent or a "son" or "daughter" (defined above).

For purposes of OFLA, "family member" includes the definitions found under FMLA and also includes adult children (for "serious health condition" leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

Eligible Employee: OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA – For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see the City Manager for more information.

FMLA – Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

Serious Health Condition: “Serious health condition” is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a “serious health condition”; see the City Manager’s office for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

## *2. Reasons for Taking Leave*

Family Medical Leave may be taken under any of the following circumstances:

- **Call to Active Duty Leave:** Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain “qualifying exigencies.” “Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per

deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.

- Employee's Serious Health Condition Leave: To recover from or seek treatment for an employee's serious health condition, including pregnancy-related conditions and prenatal care.
- Family Member's Serious Health Condition Leave: To care for a family member with a serious health condition.
- Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
- Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
- Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a "covered servicemember" during a single 12-month period. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a "covered servicemember." This type of leave is available under FMLA only.
- Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
- Bereavement Leave. This type of leave is addressed under OFLA; see the Bereavement Leave Policy for more information.

### 3. *Length of Leave*

In any One-Year Calculation Period, eligible employees may take up to twelve (12) weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active Duty Leave.

- In some cases, an additional twelve (12) weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- In some cases, employees who take the entire twelve (12) weeks of OFLA Parental Leave will be entitled to an additional twelve (12) weeks of Sick Child Leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible

employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

The "12-month period" during which leave is available (also referred to as the "One-Year Calculation Period") is 12 months starting with the first day family leave is taken by the employee (12-month "looking forward" method).

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, Call to Active Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of the City's operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employee. Intermittent leave for Parental Leave is not available.

#### *4. Employee Notice Requirements*

Employees must provide at least 30 days' advance notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave). If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let City Manager know as soon as practicable if dates of scheduled leave change or are extended or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify City Manager within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with the City's normal call-in procedures. Employees who fail to comply with the City's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

#### *5. Certification*

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient

information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Additionally, employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request. Employees requesting child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish the City's requested medical certification information within 15 calendar days after such information is requested by the City. In some cases (except for leave to care for a sick child), the City may require a second or third opinion, at the City's expense. Employees also may be required to submit subsequent medical verification. Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification. If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification (fitness-for-duty certification) from their health care provider stating that the employee is able to resume work.

#### *6. Substitution of Paid Leave for Unpaid Leave*

Employees are required to use accrued paid leave, including vacation, compensatory time, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave. Use of accrued paid leaves will run concurrently with Family Medical Leave. Represented employees may reserve accrued leave and compensatory time if provided by their collective bargaining agreement. If the employee has no accrued paid leave, vacation, compensatory time or sick leave available to use during a Family Medical Leave, the leave will be unpaid.

#### *7. Holiday Pay While on Leave*

Employees receiving short- or long-term disability will not qualify for holiday pay. Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

#### *8. On-the-Job Injury or Illness*

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a "serious health condition" as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

#### *9. Benefits While on Paid Leave*

If an employee is on approved FMLA or OFLA Leave, the city will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work.

#### *10. Benefits While on Unpaid Leave*

Employees wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of the employee portion of coverage. Retirement benefits will not continue while an employee is out on unpaid leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in City benefit plans.

#### *11. Job Protection*

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. With the exception of employees on leave as the result of an on-the-job injury or illness or otherwise required by law, reinstatement shall not be considered if the leave period exceeds the maximum allowed.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

### **e) Bereavement Leave**

Employees who have worked for City for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of bereavement leave including 5 days off with pay per death of a family member. Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA. For purposes of this policy, "Family Member" is defined to include the employee's spouse, same-sex domestic partner

(registered), child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

Employees who wish to take bereavement leave must inform the City as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, oral notice must be provided within 24 hours of beginning leave. Written notice must be provided to the employer within three days of returning to work. Employees are required to use any available sick leave during the period of bereavement leave; vacation time will be used if the employee has no available sick leave.

#### **f) Jury and Witness Duty**

##### **i) Jury Duty**

The City will grant employees time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's supervisor to verify the need for such leave. Jurors will turn over payments the employee receives for jury duty (except mileage when using personal vehicle) to the City, and the employee will be paid their regular wages for a period not to exceed two weeks. After two weeks of paid leave the employee will be granted additional unpaid leave. The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep their supervisor informed about the amount of time required for jury duty.

##### **ii) Witness Duty**

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify, and the employee submits witness fees to the Finance Director upon receipt.

Except for employee absences covered under the City's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

#### **g) Religious Observances Leave and Accommodation Policy**

The City respects the religious beliefs and practices of all employees. The City will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business. Employees may use



vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the City Manager.

#### **h) Crime Victim Leave Policy**

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his or her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

“Immediate family member” includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for crime victim leave must:

- i. Use any accrued, but unused vacation/sick leave during the leave period;
- ii. Provide as much advance notice as is practicable of his/her intention to take leave unless giving advance notice is not feasible); and
- iii. Submit a request for the leave in writing to the City Manager as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, the City may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney’s office, police report, a protective order issued by a court, or similarly reliable sources.

#### **i) Domestic Violence Leave and Accommodation Policy**

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his or her minor dependents.

Reasons for taking leave include the employee’s (or the employee’s dependent’s) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the City Manager, as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency, the employee must give oral or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact the City Manager immediately with requests for reasonable safety accommodations.

#### **j) Military Leave**

Employees who wish to serve in the military and take military leave should contact the City Manager for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

#### **k) Sick Leave**

The City provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact the City Manager's office. Also refer to the Oregon Sick Leave Law poster that is posted in employee break areas and is incorporated here by reference.

i) Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

Employees begin to accrue paid sick leave on the first day of employment, paid sick leave may be used as it is accrued.

Paid sick leave shall accrue at the rate of eight (8) hours for every month worked. Paid sick leave shall be taken in six-minute increments.

Paid sick leave will be paid at the employee's current regular rate of pay. Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.

The following benefit applies to the first 960 hours in an Employee's sick leave bank (any additional unused sick leave hours are lost):

Upon an Employee's death: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate.

Upon an Employee's retirement: Sick Leave shall be paid to the Employee at retirement, unless the Employee is facing discharge, at the following rates below. To be eligible for this retirement benefit, the employee shall have met the continuous service requirement listed below or age 55, whichever is less.

- Completion of 20 years – 30%
- Completion of 25 years – 40%
- Completion of 30 years – 50%

If an employee leaves employment and is rehired within 180 days, the employee's remaining sick leave balance will be restored.

ii) Use of Sick Leave

Sick leave is intended as a safety net to provide you with income during periods of illness. Use your sick leave appropriately so you will have it available when needed. Accrued paid sick leave may be used for the following reasons:

- For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care for the employee or qualified family member;
- "Qualified family member" means the eligible employee's grandparent, grandchild, spouse, or registered same-gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child;

- For any purpose allowed under the Oregon Family Leave Act, including bereavement leave;
- If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272); or
- In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

### iii) Employee Notice of Need for Sick Leave

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner minimally disruptive to the organization and operations, the City may deny the use and legal protections of sick leave.

#### 1. *Foreseeable Sick Leave*

If the need for sick leave is foreseeable, employees must notify their supervisor as soon as practicable before the leave using the City's call-in/notification procedures. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of City. Employees must notify their supervisor of any change in the expected duration of sick leave as soon as is practicable.

#### 2. *Unforeseeable Sick Leave*

If the need for sick leave is unforeseeable, the employee must notify their supervisor as soon as practicable and comply generally with the City's call-in procedures. Generally, an employee should notify their immediate supervisor of unforeseeable sick leave at least three hours prior to the beginning of their shift, unless physically unable to do so, at which time notice should be given as soon as possible.

An employee must contact their supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform their supervisor of any change in the duration of sick leave as soon as practicable.

### iv) Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, City may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

v) Sick Leave Abuse

If the City suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, the City may require documentation from a healthcare provider on a more frequent basis. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

**Attendance Leave Incentive**

~~Regular employees who maintain a sick leave bank of at least 120 hours for 40-hour employees for the 12-month period beginning July 1 of the first year to the following July 1, may be eligible to participate in this program. For eligible employees, the program converts some unused sick leave accrued during that 12-month period to pay.~~

## **2) Employee Benefits**

### **a. Retirement Benefits**

The City participates in the Public Employees Retirement System (PERS) for all sworn police officers and ICMA-RC for all other qualifying employees. For PERS Employees, your designation as a Tier I, Tier II or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at [www.oregon.gov/PERS](http://www.oregon.gov/PERS).

For employees eligible for ICMA-RC the first, a 401(a) plan includes a city contribution and an employee contribution. Employees may also elect to contribute to a 457 deferred compensation plan. For more information about the City's contributions to employee retirement plans, please see the City Manager's office.

#### 4) General Causes for Disciplinary Action

##### a. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the City's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other City records;
  - Recording of work time of another employee or allowing any other employee to record your work time or allowing falsification of any time sheets (your own or another employee's);
  - Theft or the deliberate or careless damage or destruction of any City property, or the property of any other employee, citizen, vendor or third party;
  - Unauthorized use of City equipment, materials or facilities;
  - Provoking a fight or fighting during work hours or on City property;
  - Engaging in criminal conduct while at work;
  - Causing, creating or participating in a significant or substantial disruption of work during working hours on City property;
  - Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another City employee, customer or vendor;
  - Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so;
  - Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you;
  - Sleeping or malingering on the job;
  - Excessive personal telephone calls during working hours;
  - Unprofessional appearance during normal business hours;
  - Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City;
  - Misrepresentation of City policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City. Employees may not use the City's name, logo, likeness, facilities, assets or other resources of the City for personal gain or private interests;
  - Violations of the Ethics Policy or Oregon's Ethics laws;
  - Violation of any safety, health, security or City policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the City or outside regulatory or legislative bodies;
- or

- Harassment or discrimination that violates City policy.

This statement of prohibited conduct does not alter the City's policy of at-will employment. With the exception of employees subject to a collective bargaining agreement or contract of employment, the City remains free to terminate the employment relationship at any time, with or without cause or notice.

#### **b. Corrective Action/Discipline Policy**

Employees are always expected to perform to the best of their abilities. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an inappropriate act. When performance or conduct does not meet City standards, the City will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City policies, procedures and rules and for other inappropriate behavior or conduct, the City may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City may also choose to send the employee to training or an education opportunity.

In all cases, the City retains sole discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case. Accordingly, the City reserves the right to proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when deemed appropriate. The City retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

#### **c. Workplace Inspections**

This policy applies to inspections and investigations conducted by the City pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers,*



*work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by the City; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

#### **d. Video Surveillance Policy**

The City maintains and monitors security cameras in certain areas of its facilities to provide a secure environment for employees and visitors. The City agrees it will not monitor the security tapes or other information produced by its security cameras for the purpose of monitoring employee activity and/or for the sole purpose of initiating employee discipline. However, the City reserves the right to use security tapes and other available information documented by its security systems to support employee discipline, up to and including suspension or discharge, as it may deem appropriate. Specifically, the City may review security tapes and/or other information documented by its security systems when it has independent reason to believe an employee has engaged in wrongdoing documented on the security tapes or other information documented by its security system and may use any such information it finds in support of discipline, up to and including suspension or discharge. In addition, if the City is monitoring security tapes for an unrelated reason, and in so doing discovers employee wrongdoing, it may use the security tapes or other information documented by the security system to support employee discipline, up to and including suspension or discharge.

## **5) Leaving the City**

### **a. Retirement or Resignation**

If an employee chooses to resign or retire, it is anticipated the City will be given as much notice as possible – preferably a minimum of two weeks. When giving your two weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two weeks' notice of your intent to leave the City, you will not be eligible for re-employment.

If the employee's decision to resign is based on a correctable situation, the employee is encouraged to discuss it with the Department Head before making a final decision.

Employees must return all City property, including phones, computers, identification cards, credit cards, keys, and manuals, to the Department Head on or before their last day of work.

### **b. References**

All requests for references or recommendations must be directed to the City Manager. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing LinkedIn "recommendations" or using a website on the internet to discuss a current or former employee's performance or termination of employment.

By policy, the City discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

## 6) Employee Acknowledgement

### Acknowledgment of Receipt of 2018 Personnel Policies Manual

I acknowledge that I have received and will read a copy of City's 2018 Personnel Policies Manual. I also understand that a copy of the Personnel Policies is available to me at any time to review in the City Manager's office and the City of Sweet Home's webpage at [www.ci.sweet-home.or.us](http://www.ci.sweet-home.or.us).

I understand that City has adopted the 2018 Personnel Policies Manual only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in City's sole discretion. I also understand that the 2018 Personnel Policies Manual control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the 2018 Personnel Policies Manual is not an employment contract and is not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either the City or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without advance notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City's policies regarding equal employment opportunity and provides a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to my Department Head or designee, or to the City Manager.

During my employment with the City, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new polices as issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

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Employee Signature

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Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> November 27, 2018	<b>TITLE:</b> Contract for Services – StepUP IT	<b>TYPE OF ACTION:</b> —
<b>SUBMITTED BY:</b> Brandon Neish, Finance Director	<b>ATTACHMENTS:</b> StepUP IT Contract	N
<b>REVIEWED BY:</b> Ray Towry, City Manager	StepUP IT Proposal Document	<u>X</u>
		RESOLUTION MOTION OTHER

**PURPOSE OF THIS RCA:**

To review the contract for information technology services from StepUP IT, a third-party IT managed service provider based in Eugene, Oregon.

**BACKGROUND/CONTEXT:**

The City of Sweet Home currently contracts with Cascade Computer Maintenance, based out of Salem, for its IT services. This includes maintaining and supporting two servers, assisting with desktop computers used for city business, purchasing/preparing new computers when needed, advising city staff on IT needs and much more. The city has been using Cascade Computer Maintenance for over a decade. Over time, the costs for such a service has grown while staff feels that support has declined in that time. Most importantly, CCM does not maintain a 24/7 support team to aid the Police Department should issues arise after hours.

To that end, city staff put together a Request for Proposals. Four companies responded to the RFP.

- Cascade Computer Maintenance
- Gorge Tech Services
- National Business Solutions
- StepUP IT

Four staff members reviewed the submitted proposals and chose two companies to come to Sweet Home to present their proposal and be interviewed. These presentations were attended by staff from each of the city’s departments. Ultimately, these representatives chose StepUP IT. The belief is that StepUP would best meet the city’s needs currently as well as provide direction and support for future projects and planning.

**THE CHALLENGE/PROBLEM:**

Should the city engage in a contract with StepUP IT for IT services?

**STAKEHOLDERS:**

- City of Sweet Home citizens – Residents need a stable IT system at the city to ensure their information is protected when they’re paying utility bills or purchasing permits. A third-party IT service ensures that the city’s infrastructure is safe and secure. Citizens also pay for these services through property taxes. It is important to them that the city is spending their funds appropriately and meeting the needs of its constituents.
- City of Sweet Home City Council – The City Council is affected by the IT services provided to the city through the tablets they use to access email and obtain council

packets when offsite. The services offered by StepUP IT affect a Councilor's ability to get the information they need to perform their jobs as representatives of the citizens.

- City of Sweet Home staff – The staff use the city's IT infrastructure on a regular basis. Much of the work performed today requires the use of a computer. Access to various bits of information is critical in performing their jobs well and StepUP's services will be vital to the staff's success.

### **ISSUES & FINANCIAL IMPACTS:**

The specific issue is the stability of the city's IT systems. Representatives from the city departments kept this idea front and center when reviewing the RFP documents and choosing a vendor. Two companies were not interviewed because staff determined that the primary focus would be on fixing problems after they occurred (more reactive) and would not focus on problem mitigation over the long-term (proactive solutions). It was determined that the city needed a company that would focus on proactive solutions in order to continue the progress of working towards an effective and efficient government.

This proposed contract does mean additional costs for the city. However, concentrating on the proactive solution philosophy, staff deemed the additional costs negligible compared to the increased service offering. The city currently spends approximately \$50,000/year on IT services. Under this contract, Sweet Home will pay \$4,900 per month (\$58,800/year) plus an additional amount for any services not covered under the silver package (see page 15 of the attached proposal document).

### **ELEMENTS OF A STABLE SOLUTION:**

A stable solution for IT needs includes a company that is focused not only on here and now but the future as well. Staff is sure based on interviews and reference checks that StepUP IT would be able to provide the forward-thinking this city needs to maintain a functioning IT system with minimal to zero involvement of staff.

### **OPTIONS:**

1. Do Nothing. Council could choose to do nothing with this proposal. The city would stick with its current service provider which we are not currently under contract with.
2. Approve the contract with StepUP IT. This contract represents the best option in staff's opinion of the four proposals delivered to the city and ensures IT stability.
3. Direct staff to research and present additional options. Council can direct staff to review the proposals submitted and return to Council with additional options for cost or vendors.

### **RECOMMENDATION:**

Staff recommends option 2, approve the contract with StepUP IT. Staff believes this is the best course for the city's aging IT infrastructure and ensures stability in the long term.



November 16, 2018

**Brandon Neish**  
City of Sweet Home  
1140 12th Avenue  
Sweet Home, OR 97386

Hello Brandon Neish,

This document includes your new Master Service Agreement (MSA) and Statement of Work. Please carefully review all content and return the signed documents as soon as possible. Upon receipt of your signed MSA, we will complete the agreement with an authorized signature and email you a copy for your records.

If you have any questions or concerns, please do not hesitate to contact us.



## Master Service Agreement

This Master Service Agreement between StepUP IT Services, LLC ("StepUP IT") and City of Sweet Home ("Client") includes Statement of Work and any Additional Terms and Conditions mutually agreed upon in writing.

1. **Statement of Work.** StepUP IT will provide the services described in the Statement of Work in accordance with the terms noted herein.
2. **Prices and Rates.** Client shall pay all sales, use, gross receipts, excise, occupational, access, bypass, franchise and other federal, state and local taxes, assessments, fees, charges, and surcharges, however designated, imposed on or based upon the provision, sale, purchase and/or use of Statement of Work.
3. **Payment.** StepUP IT shall invoice at contractual intervals. All invoices are due upon delivery, and become past due thirty (30) days later without demand or set off by Client. If any invoice is not paid to StepUP IT within thirty (30) days of delivery, a late charge shall accrue on the delinquent amount at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. Any and all dispute claims must be submitted to StepUP IT within thirty (30) days of receipt of the applicable invoice. All dispute claims not submitted within said thirty (30) day period are deemed waived. StepUP IT shall have the right, at its election and without obligation, in addition to all of its other rights and remedies, to immediately terminate this Master Service Agreement and/or suspend performance in the event of any overdue payment in excess of thirty (30) days or any breach or default under Sections 8, 10 or 11.
4. **Term.** The term of this agreement shall begin on the service start date set forth on the top of this page and shall end upon the expiration of 60-day written notice from StepUP IT or Client, whichever comes first. Written notice is acceptable via email correspondence. An inflation adjustment of no greater than 5% may be applied to the per user pricing no more than one time per 12 month period. Client shall pay StepUP IT for each service subject to these terms. Client has 14 days from the original start date of this agreement to terminate any and/or all services, without any additional fees being assessed. Upon agreement termination, StepUP IT will return to client all passwords, third party account information, documentation, and any other information that is reasonably necessary for Client to continue its operations without interruption. Additional services provided to assist in transitioning to a new provider will be billed at standard hourly rates. All Onboarding fees and received service fees are non-refundable under any circumstance.
5. **Obligations of StepUP IT.** StepUP IT shall be responsible for providing service consistent with industry standards, except as provided in the applicable Statement of Work. **STEPUP IT DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**
6. **Obligations of Client.** Client shall be responsible for the manner in which service is used, including the choice of equipment, software and online content, and all other matters related to the use of service.
7. **Indemnity.** StepUP IT shall defend, indemnify and hold harmless Client from and against any and all claims that any design of service infringes on any U.S. patent, copyright, trademark, trade secret or other intellectual property right. **CLIENT WAIVES ANY AND ALL CLAIMS BASED UPON THE IMPLIED WARRANTY OF NON-INFRINGEMENT.** Client shall defend, indemnify and hold harmless StepUP IT from and against any and all claims, damages, liabilities, losses, costs and expenses arising out of the use of service, Client's combination of service with other products and services not provided by StepUP IT, and any modification of service.
8. **License Agreement.** It is specifically agreed and acknowledged that any software products sold by StepUP IT to Client or installed by StepUP IT for the benefit of Client may be sold or installed subject to the restrictions, duties and obligations as set forth in license agreements with the applicable manufacturer. Client, by its execution of this agreement, agrees to fully abide by the terms and conditions of such license agreements, and further agrees to fully indemnify, protect, and hold StepUP IT harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by StepUP IT) resulting from any violation by Client under the terms thereof.
9. **Intellectual Property Rights.** It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by StepUP IT in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by StepUP IT, or by such third parties with whom StepUP IT may contract with or have licenses through.
10. **Liability Limitation.** Except for indemnification under section 7, any defaults or any breach by Client of any Statement of Work, neither party shall be liable, for any direct, indirect, consequential, special or punitive damages or losses (including, but not limited to damages for lost profits or lost revenues), whether or not caused by acts, omission or negligence of its employees or agents, and regardless of whether such party has been advised of the possibility of such damages or losses. This includes, but is not limited to, loss of data or any other loss whatsoever resulting from delays, non-deliveries, miss-deliveries, or service interruptions of any nature whatsoever. **STEPUP IT'S AGGREGATE LIABILITY ARISING OUT OF THIS MASTER SERVICES AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (1) THE TOTAL AMOUNT PAID BY CUSTOMER TO STEPUP IT FOR THE APPLICABLE SERVICE DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM OR (2) \$100,000.** Without limiting the generality of the above paragraph, Client further acknowledges and agrees that:
  - a. **No Warranties, No Responsibility.** StepUP IT makes no warranties of any kind, whether expressed or implied, as to the availability, accuracy, or content of the information, products, or services it is providing. StepUP IT disclaims any warranty of merchantability or fitness for any particular purpose. Use of any information or data obtained via StepUP IT is at Client's own risk. StepUP IT bears no responsibility for the accuracy or quality of information obtained through its services. Client is solely responsible for any 3rd party company charges incurred by customer as a result of using StepUP IT service. Client agrees that the total liability of StepUP IT and the sole remedy of Client and any End User for any claims regarding StepUP IT services is limited to Client's right to terminate this Agreement.

- b. **Use Restricted to Lawful Purposes: Disclosure of Client Information.** Client agrees to only use StepUP IT service for lawful purposes and not to transmit any material in violation of any U.S. federal, U.S. State, or foreign law. This includes, but is not limited to: copyrighted material, material legally judged to be threatening, obscene, or fraudulent or material protected by trade secret. StepUP IT has no obligation to monitor service but may do so and may disclose information regarding Client's use of service to satisfy laws, regulations or governmental requests; to operate service properly; and, to protect itself and its officers and directors. However, StepUP IT will not disclose Client information to outside persons or entities for the purpose of soliciting StepUP IT members.
- 11. **Other Networks: Access and Cancellation at StepUP IT Discretion.** Client agrees to comply with the acceptable use policies, rules and regulations, and terms and conditions of any networks accessed through StepUP IT as outlined herein including Statement of Work. StepUP IT reserves the right to deny access to, or terminate service which, in StepUP IT sole opinion, is (are) causing, or may cause, harm to StepUP IT facilities, servers or to other systems. StepUP IT will make reasonable efforts to notify Client of any such StepUP IT action, but is not bound by this agreement to do so.
- 12. **Confidential Information.** Each party shall keep and maintain strictly secret and confidential any and all confidential or proprietary information of the other party and, except as required in connection with the performance of this Master Service Agreement or as is required by law, shall not use the same or disclose the same to any third party.
- 13. **Assignment.** Client may not assign this Master Service Agreement or any rights or interests hereunder without the express prior written consent of StepUP IT and no said assignment shall relieve Client of its obligations hereunder. This Master Service Agreement shall be binding upon signature to the benefit of the parties and their permitted successors and assigns.
- 14. **Modification.** Any changes to this Master Service Agreement, or any additional or different terms in the Client Orders, Statement of Work, or any other documents will not be effective unless agreed to in writing by StepUP IT. The contractual relationship between StepUP IT and Client for each service shall be governed by the following order of precedence: (i) Statement of Work, and (ii) Master Service Agreement.
- 15. **Governing Law.** Client and StepUP IT agree that the law of the State of Oregon, U.S.A. will apply to all matters relating to this Agreement and to StepUP IT service. In addition, Client and StepUP IT agree and consent that the courts of Oregon, U.S.A., will have exclusive jurisdiction and be the exclusive venue for any legal actions relating to this Agreement or Statement of Work provided hereunder.
- 16. **Compliance with Laws.** Client shall not use or permit its end users to use service in any manner that violates any applicable laws or StepUP IT use policies, infringes on the rights of others or interferes with users of the StepUP IT network or other networks, including, without limitation, distribution of chain letters or unsolicited bulk electronic mail (spamming), knowingly distribute or release computer worms and viruses, use a false identity, attempt to gain unauthorized entry to any site or network, distribute child pornography, obscenity or defamatory material, or infringe patents, copyrights, trademarks or other intellectual property rights.
- 17. **Rights Not Waived.** Failure by either Client or StepUP IT to insist upon compliance by the other party with the terms and conditions of this Agreement including any Statement of Work shall not constitute a waiver of any rights under this Agreement.
- 18. **Partial Invalidity.** If any part, term, or provision of this Agreement is determined to be invalid or unenforceable by a court, board, or tribunal of competent jurisdiction, such term or provision shall be construed in all respects as if such provision were written in a manner acceptable to said court, board, or tribunal, or, if such provision is found to be totally unacceptable to such court, board, or tribunal in any form, then as if such invalid provision were omitted altogether.
- 19. **Attorney's Fees.** In case suit, action, or arbitration is instituted to enforce any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.
- 20. **Complete Agreement.** This agreement, together with all attachments hereto, and/or Statement of Work executed concurrently herewith, or hereafter, represents the complete and final agreement of the parties regarding the services to be rendered by StepUP IT on behalf of Client and supersedes and replaces any oral or written agreements heretofore made.

City of Sweet Home

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

StepUP IT Services, LLC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



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# Statement of Work

## Silver Managed Services

This Statement of Work ("SOW") is entered as of January 1, 2019 ("SOW Effective Date") between StepUP IT Services, LLC ("StepUP IT") and City of Sweet Home ("Client"). This SOW supplements Master Service Agreement with service start date of January 1, 2019.

These services are for the support and use of mainstream technology. These services are not intended to be used for 3<sup>rd</sup> party application troubleshooting or catastrophic event support for non-Microsoft applications. Critical priority end-user requests communicated through the provided methods will be reviewed within one (1) business hour. High priority end-user requests communicated through the provided methods will be reviewed within two (2) business hours. Client and StepUP IT will hold periodic meetings, annually and upon request, to review and adjust, if necessary, the parameters of this arrangement.

1. **Services Description.** The Silver Managed Services plan is designed to provide pro-active monitoring and support services that anticipate and prevent IT problems before they occur. The service is built upon the successful installation and configuration of technologies that StepUP IT utilizes to monitor and maintain critical technology systems.
2. **Deliverables Description.** StepUP IT will deliver services pursuant to the terms of this SOW. This SOW will serve to describe the on-going Services in detail.
3. **Hardware and Software Licensing and Support.** StepUP IT shall provide support of all hardware and systems specified on the Statement of Work, provided that hardware is covered under a currently active Vendor Support Contract or replaceable parts are readily available, and all software is genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this SOW, and an appropriate replacement will be recommended. Should 3<sup>rd</sup> party vendor support charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.
4. **Virus Recovery for Current, Licensed Antivirus Protected Systems.** Damages caused by, and recovery from, virus infections not detected and quarantined by the latest anti-virus definitions are covered under the terms of this SOW. Service is limited to those systems protected with a currently licensed, vendor-supported anti-virus solution, and/or StepUP IT protected system.
5. **Monitoring Services.** StepUP IT will provide on-going monitoring and security services of all critical devices as indicated on Statement of Work. StepUP IT will provide monthly email reports as well as document critical alerts, scans and event resolutions to Client, upon request. Should a problem be discovered during monitoring, StepUP IT shall make every attempt to rectify the condition in a timely manner through remote means.
6. **Services Outside Standard Business Hours.** Afterhours based services performed outside of the hours of 7:00am-5:00pm, Monday through Friday, excluding public holidays, shall be subject to additional charges up to 1.5 times standard hourly support rates.
7. **Minimum Compliance Standards.** In order for Client's environment to qualify for Silver Managed Services, the following requirements must be met:
  - All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
  - All workstations with Microsoft Windows Operating Systems must be running Windows 7 Professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
  - All server and workstation Software must be Genuine, Licensed and Vendor-Supported.
  - The environment must have a backup Solution.
  - Email must be protected with licensed spam filtering.
  - Any wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.
  - Servers and workstations must be 5 years old or less.
  - All additional hardware and software must be vendor supported and covered under a vendor maintenance agreement.
  - Costs required to bring Client's environment to Minimum Standards will be billed separately from the Silver Managed Services plan, and in accordance with standard, hourly rates.
8. **Included Services.**
  - Help Desk and Remote Support during business hours of 7am-5pm, Monday through Friday, excluding public holidays for all work dependent devices not otherwise excluded in section 9
  - *Onsite Support is determined at the sole discretion of StepUP IT*
  - 24x7 network monitoring
  - Virus definition updates
  - Microsoft patch management
  - Guaranteed response times
  - Automated ticketing and online client access portal
  - License renewal and asset management
  - Virtual CIO (vCIO) and strategic IT planning
  - User management
  - 3<sup>rd</sup> party application maintenance and support, up to two hours each per month, for the following applications only: SpringBrook, Autodesk/AutoCAD, ESRI ArcGIS
9. **Excluded Services.**
  - Project work and cabling installations
  - The cost of parts, equipment, software, licensing, or shipping charges, not otherwise noted in MSA
  - The cost of any software or licensing, not otherwise noted in MSA
  - The cost of any 3<sup>rd</sup> party vendor or manufacturer support, warranties, or incident fees
  - The cost to bring Client's environment up to minimum standards required for service compliance
  - Failure due to accidental damage, negligence, or malicious user action
  - Service or repair made necessary by the alteration or modification of equipment other than that authorized by StepUP IT, including alterations, software installations, or modifications of equipment made by Client's employees or anyone other than StepUP IT
  - Maintenance of application software packages or local Intranet, even if acquired by StepUP IT, unless otherwise agreed upon in writing or noted on MSA or in section 8 of SOW
  - Programming and related maintenance
  - Website creation and maintenance
  - Travel costs over 150 miles roundtrip
  - Training services
  - Hardware serviced by another provider, such as full-size copiers and point-of-sale systems
10. **3<sup>rd</sup> Party Supported Providers.** Client authorizes StepUP IT to contact the 3<sup>rd</sup> party support providers on behalf of Client. Client also authorizes StepUP IT to make changes on behalf of Client.

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# Managed Services Quote

Quote Name: Managed IT Services - Silver (user)  
 Quote Number: 1598

Expiration Date: 12/12/2018

### Quote Prepared For

City of Sweet Home  
 1140 12th Avenue  
 Sweet Home, OR 97386  
 Phone: (541) 367-8969

### Quote Prepared By

StepUP IT Services, LLC  
 228 Grimes St.  
 Eugene, OR 97402  
 Phone: (541) 683-5000

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
<b>Monthly Items</b>						
1)	56	IT Services - Silver - per User - MN Managed IT Services - Silver - per User - Monthly: Includes standard business hours support: 7am-5pm, Monday through Friday, excluding public holidays Preventative maintenance and Help Desk for all Windows and Windows-supporting applications and hardware, such as JAVA, Adobe Reader, Adobe Flash, anti-virus, Internet browsers, Internet modems/connectivity, printers, and email	\$135.00	\$50.00	\$85.00	\$4,760.00
2)	10	IT Services - Silver Lite - per User - MN Managed IT Services - Silver Lite - per User - Monthly: Includes standard business hours support: 7am-5pm, Monday through Friday, excluding public holidays. Help Desk for email (Outlook, SmartPhone and OWA)	\$15.00		\$15.00	\$150.00
<b>Monthly Total</b>						<b>\$4,910.00</b>
<b>One-Time Items</b>						
3)	1	One-Time Configuration and Install (Fixed Price) On-boarding	\$2,500.00		\$2,500.00	\$2,500.00
<b>One-Time Total</b>						<b>\$2,500.00</b>
<b>Subtotal</b>						<b>\$7,410.00</b>
<b>Total Taxes</b>						<b>\$0.00</b>
<b>Total</b>						<b>\$7,410.00</b>

### Service Coverage & Deliverables

- Support under the terms of the Master Service Agreement (MSA) will be provided during regular business hours of 7am-5pm, Monday through Friday, excluding public holidays, for all work dependent devices not otherwise excluded. All services provided outside of regular business hours will be billed at 1.5 times our standard hourly rate(s). The MSA includes remote and onsite support. *Onsite Support is determined at the sole discretion of StepUP IT.* Service comes with guaranteed response times, including a service level agreement (SLA) for medium, high, and critical issues. Service includes multiple user access to the online portal to securely submit and manage support tickets and requests.

### Included Services.

- Management of all the Windows servers within the client's IT infrastructure - on-premise and in the cloud
- Management of workstations, laptops and tablets within client's HQ and branch locations



# Managed Services Quote

Quote Name: Managed IT Services - Silver (user)  
Quote Number: 1598

Expiration Date: 12/12/2018

### Quote Prepared For

City of Sweet Home  
1140 12th Avenue  
Sweet Home, OR 97386  
Phone: (541) 367-8969

### Quote Prepared By

StepUP IT Services, LLC  
228 Grimes St.  
Eugene, OR 97402  
Phone: (541) 683-5000

- Management of network infrastructure - Internet gateways/modems, switches, routers and WiFi
- Management of Firewalls, VPNs, including client to site VPNs for remote users
- Unlimited Help Desk for users covered under the Silver MSA (per user)
- Support for commonly used applications like MS Office, Adobe Acrobat etc and its updates.
- Proactive 24x7 network monitoring, alerting & automatic ticket generation for critical events
- Centralized Anti-Virus solution management & virus definition updates. Licenses are included.
- Web and content filtering management (excludes subscription costs)
- Microsoft patch management for servers and workstations/laptops
- Email server management - onsite and in the cloud + Email support on MS Outlook & mobile smartphones
- Backup (onsite) and DR solution management + Recovery of files and servers included if the recommended software is used
- Asset management & reporting - hardware & software
- Warranty & license management + renewals
- Domain management - registration, renewal, DNS & SSL certificates
- Virtual CIO (vCIO) services and strategic IT planning
- Vendor Management - Technology liaison for all 3rd party technology vendors & providers
- Pre-defined 3rd party application support, including PBX/Phone system - limited to 2 hours/mo

### Excluded Services.

- Project work and cabling installations
- The cost of parts, equipment, software, licensing, or shipping charges, not otherwise noted in MSA
- The cost of any software or licensing, not otherwise noted in MSA
- The cost of any 3rd party vendor or manufacturer support, warranties, or incident fees
- The cost to bring Client's environment up to minimum standards required for service compliance
- Failure due to accidental damage, negligence, or malicious user action
- Service or repair made necessary by the alteration or modification of equipment other than that authorized by StepUP IT, including alterations, software installations, or modifications of equipment made by Client's employees or anyone other than StepUP IT
- Maintenance of application software packages or local Intranet, even if acquired by StepUP IT, unless otherwise agreed upon in writing or noted on MSA
- Website creation and maintenance
- Travel costs over 150 miles round trip
- Training services
- Hardware serviced by another provider, such as full-size copiers and point-of-sale systems

Authorizing Signature \_\_\_\_\_

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Table of Contents

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# StepUP IT Services Company Profile

## General Company Information

StepUP IT Services, LLC is a managed IT services company located in Eugene, OR. We have been in business for 17 years. In the summer of 2016, we re-branded ourselves as StepUP IT Services and we now offer a variety of managed and monitored services to cover the overall IT Infrastructure of our clients. Our approach to IT is both professional and relationship-based. We believe that a long-term business relationship is the key to best understanding client needs, and being able to tailor solutions that exceed requirements, while remaining affordable in today's tight budget circles.

## Staff Roles

We are a team of 12 people with 8 of them in technical roles. Our staff consists of two (2) Design Engineers, two (2) Senior Engineers, three (3) Network Engineers, one (1) Helpdesk/Support Coordinator, one (1) Technical Account Manager, one (1) Bookkeeping Assistant, one (1) Executive Assistant, and one (1) Administrative Assistant. Our staff offers a combined experience total of over 90 years in the industry.

Our staffing requirements follow the role descriptions:

**Design Engineer:** Knows/applies comprehensive concepts, practices and procedures of particular specialization; project team lead

**Senior Engineer:** Knows/applies a broad knowledge of concepts, practices and procedures of particular specialization; managed services team lead

**Network Engineer:** Knows/applies the fundamental concepts, practices and procedures of particular specialization; project support; and Help Desk specialty

**Help Desk Technician:** Knows/applies fundamental troubleshooting concepts, practices and procedures; Help Desk specialization.

**Support Coordinator:** Implements best practices and standardizes service desk processes to provide exceptional "white glove" customer service and compliance with defined Service Level Agreements (SLA's)

## Client Base & References

StepUP IT Services provides IT services to 60+ clients within the Willamette Valley and beyond. Our clients are in various geographical areas: Lane County, Douglas County, Linn County, Yamhill County, Lincoln County, Washington County, Deschutes County, and others. We have clients of various sizes, some are as low as 5 users and then there are others with more than 200 users.

Some of the clients that we have in Linn County are Smucker Manufacturing, Linn West (Formerly CHS) and Western Packaging. While a large portion of our clients are based in Lane County, we have clients like Coach Glass that has branch locations nationwide. Many of our clients have satellite offices in in Portland, Bend, Sutherlin and on the coast.

Our public-sector clients are Bend Parks & Recreation District (BPRD), City of Creswell and South Lane Rural Fire dept.

Given below are our client references:

### Public Sector References:

Audrey Robeson, (541) 389-7275

**Bend Parks and Recreation District** (Client for 17+ years, 100+ users, 8 servers, 2 locations, Springbrook)  
Bend, OR 97702

James Piper – Finance Director, (541) 895-2531x306

**City of Creswell** (Client for 17+ years, 20+ users, 2 servers, 2 locations, Caselle, Office 365)  
Creswell, OR 97426

**South Lane County Fire & Rescue** (Client for 10+ years, 1 server, 10+ users, 3 locations, Office 365)

Leesa Martindale  
233 Harrison Avenue  
Cottage Grove, OR 97424  
(541) 942-4493

### Other Client References:

Charley Coury – General Manager, (888) 767-9990

**9Wood** (client for 1.5 years, 100+ users, 15 servers, 1 locations)  
Springfield, OR 97477

Jerry Cunningham – CFO, (541) 342-1835

**Rexius Forest By-Products** (client for 17+ years, 75+ users, 5 servers, 4 locations)  
Eugene, OR 97402



Dave Pasquinelli - IT Manager, (541) 762-1828

**Coach Glass** (client for 17+ years, 100+ users, 10+ locations, 15 servers)

Coburg, OR 97408

Nancy Koll - CFO, (541) 747-4858

**ElderHealth & Living.** (client for 5+ years, 40+ users, 1 location, 4 servers)

Springfield, OR 97478

Rob Smucker - Owner, (541) 995-8000

**Smucker Manufacturing** (client for 17+ years, 1 Server, 1 location, <10 users)

Harrisburg, OR 97466

## Capabilities of our company

StepUP IT Services, LLC offers a variety of managed and monitored recurring services, including, but not limited to, virtualization, storage area networks (SAN), server management, workstation management, backup & DR management, offsite backup, asset management, managed anti-virus, managed security, and hosted email services in the cloud.

Given below are responses to the various topics that is mentioned in the 'Specific IT Services Required' section (Points 3.1.1. through 3.1.10)

### 3.1.1 On-site IT assistance

StepUP IT utilizes a combination of remote and onsite services to promptly, proactively, and efficiently manage client IT systems. For ongoing, recurring services, we assign each client a primary engineer who is responsible for the client's overall systems and would be the one proactively coming onsite as needed for maintenance and/or new installs. For reactive (or emergency) situations, we have rotating engineers on duty to resolve issues immediately either remotely or if necessary, onsite.

### 3.1.2 Remote support

As stated in 3.1.1, we have remote support available and included in our managed services offering. In order to facilitate fast, seamless response, we deploy a sophisticated remote monitoring and management(RMM) tool. This integrated system works off of local agents installed to the client network that allow three different methods of remote access client assets for support. We utilize two remote takeover tools (RDP and VNC) as well as Splashtop desktop control. Additionally, we can remotely push/pull files, applications, and updates to all client devices.

### 3.1.3 Anti-Virus and Anti-spam services

StepUP includes complete Antivirus/antispam support for all our managed services packages. We use the industry standard, Webroot security products, which is centrally managed and seamlessly integrate into our alerting & ticketing system.

### 3.1.4 Archiving for governmental organizations

"Archiving" can mean data or email or both. Although not specified, we will assume the question is for both. We have done and are doing both data and email archiving for several governmental organizations. For example, we currently manage and support both these services for City of Creswell (45 seats), Bend Parks and Recreation District (200 seats), and South Lane Fire District (32 seats). We are an authorized partner for all of the archiving solutions we sell and support and just our top 3 engineers alone have over 10 years' experience each in designing and managing email and data archiving solutions, going back to Windows NT Server & Exchange 2000.

### **3.1.5 Server support and backup protocols**

Server and backup support is what we do best. We are a silver Microsoft Partner and authorized VMWare provider. We have been installing and supporting server platforms for over 20 years. We have 4 engineers with over 10 years server experience and currently have 213 servers under our ongoing management. With our previously mentioned RMM monitoring system, we keep constant monitoring and alerting setup on all servers, so we are aware of most issues before they become a problem. We have also implemented a proprietary, automated server update solution that ensure your servers patch levels are maintained automatically to ensure uninterrupted performance and ongoing security. Backups and the associated restore capabilities are paramount for server support. We support all backup protocols, but we currently recommend two major Backup and Disaster Recovery (BDR) solutions. We have several engineers that are certified in these solutions and we are a premier partner with both companies to ensure adequate vendor support channels exist if needed. We adhere to an industry standard 3-2-1 methodology for managed BDR systems. Three (3) copies of data at all times, located on two (2) separate media devices, and one (1) copy offsite. We also provide nightly backup verification and periodic complete server restore tests as part of our services to ensure all data is protected and recoverable.

### **3.1.6 Securing PC's**

StepUP practices and implements strong security measures at the workstation/desktop/laptop level by do the following, but not limited to – patching and updating all devices with latest Windows security updates, running centralized Anti-Virus software that is updated and monitored, enforcing strong passwords, implementing auto screen lock out after certain duration of inactivity, web and content filtering policies to prevent web based threats, activating the Windows Firewall, use of safe updated browser with scripts disabled and mobile devices data encrypted (Bitlocker)

### **3.1.7 Enterprise User Security**

We follow Industry Standards and best practices when it comes to Active Directory Password policy mgmt. – needs to meet complexity and length requirements and enforce that with Group Policy. We use granular user privileges and control users who have access to administrative rights to domain and servers. Additional Enterprise standard include: Deleting/Disabling old accounts and computers in AD. Enforcing various security policies through Group Policy, End user education on phishing and ransomware through simulated attacks and giving access to secure password storage facility with 2-factor authentication.

### **3.1.8 24-hour phone support (for Police Department)**

We offer 24x7 support to our clients that is always available by calling our regular phone number and selecting Option 2 to be connected to an on-call Engineer. When you chose that option, the phone system will route your call directly to the cell phone of the designated on-call engineer for that week. If for some reason the call is not answered immediately, the engineer will respond back within our SLA timelines, based on the criticality of the issue. 24-hour support is included in our gold managed services plan. For clients on one of our other plans, our 24-hour service is still always available but will be billed as needed outside the managed services at 1.5 times our standard hourly rate.

### **3.1.9 Maintenance and support for emergency services operations**

We are not sure what information to provide here. Please help us understand what services you are specifically referring to. And we will clarify accordingly. We do work with South Lane Fire and their emergency service operations. And we work with Lane County's Sheriff's office to support City of Creswell's law enforcement IT needs.

### **3.1.10 Email and email servers**

StepUP supports in-house, on premise Microsoft Exchange mail servers (2010, 2013 & 2016) and/or mail services running in the cloud. We also support Microsoft Outlook and email clients on Smartphones and Tablets. If there is a mail security software running on the email server (on-premise), management of those services are included as well. Ancillary services like anti-spam, email archival and email encryption services are also supported. In our experience, the majority of clients comparable to Sweet Home's IT user count, have migrated their email services to Microsoft Office 365. StepUp will analyze Sweet Home's current Exchange environment and make recommendations on whether an Office 365 migration is the right solution for you.

## Details of technical team members

Engineer	Level	IT Experience (yrs)	Expertise
DS	Lead/Design Engineer	25+	Darrell is the CEO and founder of StepUP IT. He has been an IT engineer for over 25 years and has extensive knowledge in most areas of IT, but today focuses on new technologies and network system design, along with his role of technology advisor for our clients.
AJ	Technical Account Manager	20+	AJ is our senior technical account manager. AJ brings an extensive background in wireless and Internet solutions along with experience in IT systems design. AJ is also our lead for voice (VOIP) solutions.
MK	Lead/Design Engineer	20+	MK has an extensive background in networking, database management, server hardware/software, security design and windows/Linux OS. He currently is our lead for larger client architectural designs and security solutions. MK is also our lead engineer for the virtualized environments like VMWare and HyperV.
MF	Senior Engineer	5+	MF's primary background is with Windows Server, Storage Area Networks (SANS), LAN/WAN switching & firewall/security solutions. He is also one of our backup / Disaster Recovery specialists and on the virtualization team.
EL	Senior Engineer	8+	EL's strong suit is Windows servers with an emphasis on Active Directory design & implementation. He has a strong hardware / local storage background and Exchange/Email management. He is also our primary engineer for Remote Access solutions and one of our backup / Disaster Recovery specialists.
AH	Network Engineer	7+	AH has extensive desktop support background with a deep knowledge of Windows and Macintosh support. He is on our workstation automation team and heads up our WIFI solutions team. Additionally, he specializes in mobile device support and management.

Engineer	Level	IT Experience (yrs)	Expertise
CI	Network Engineer	5+	CI has years of desktop deployment experience and is our Windows Desktop (Win10) expert. He specializes in desktop automation and is on our WIFI team. He is also our desktop app “go to” guy and has extensive experience with numerous popular desktops applications like QuickBooks, Accounting programs, Documents management and Google Docs. Finally, CI is our lead for printer/printing environment issues and solutions.
CD	Network Engineer	3+	CD is our newest addition to the team, but already came with 2+ years’ experience with desktop support and printer support. He currently works in our helpdesk team and also does onsite client onboarding, technology evaluations, and system documentation.
SF	Helpdesk/Support Coordinator	5+	SF has been doing desktop support and helpdesk for over 5 years. He now manages our helpdesk team and our client satisfaction team. He is also a mobile device specialist and does IT workflow design solutions.

## Partnership and Relationship Team

StepUP utilizes a team approach to each client relationship. Each client is assigned a dedicated team of professionals that are responsible for their overall satisfaction and success. This team consists of one lead senior systems engineer, one mid-level network engineer and one technical account manager. We also have additional administrative staff to support our clients with non-technical needs like onboarding, client portal training, accounting/billing questions, scheduling, etc.

## Cost and hourly rates

The ‘Scope of Work’ detailed in the proposal information section (2.1) is somewhat open-ended and could be interpreted in multiple ways. Keeping that in mind and taking into consideration, our findings during the site visit and subsequent discussions with City staff, we feel that your needs would be met with our ‘Bronze’ package + a pre-paid block of 30 hours. A well-managed network of your size would need about 30 hrs. to cover all incident and support requests.

On the following page, we have also included added an alternative option for our ‘Silver’ package which, covers a lot more areas than the Bronze package. We are hoping to get an opportunity to sit down and have a discussion on which of these support levels might best meet your needs while still meeting your budget.

**Managed IT Services - Bronze** package: monitoring, patching and maintenance + all other additional services will be delivered against the pre-paid block of hours that is included in the below price. Unused labor will rollover – up to 6 months.

Package	Monthly Recurring Costs MRC (\$)	Non-Recurring Costs NRC (\$)
<b>Managed IT Services – Bronze Package Plus Add-on</b>	<b>\$3300</b>	
<ul style="list-style-type: none"> <li>• Please see page # 13 &amp; 14 for details of Bronze Package and the various Add-ons included</li> <li>• Includes Server, Network and Desktop Infrastructure support - 30 hrs per month – with rollover up to 6 months.</li> </ul>		
<b>Hourly Labor Rates* for additional/uncovered services</b>		
Network Engineer - \$110/hr		
Senior Engineer - \$130/hr		
Design Engineer - \$150/hr		
One-time fee for setting up managed services and onboarding City of Sweet Home IT Infrastructure		\$1500
*Business Hours, M-F, 7am - 5 pm. After Hours = 1.5 times the hourly rate		

**Alternative option: Managed IT Services – Silver Package:** Comprehensive support package with unlimited support on server, network, desktops, user support and helpdesk

Package	Monthly Recurring Costs MRC (\$)	Non-Recurring Costs NRC (\$)
<b>Managed IT Services – Silver Package</b>	\$4900	
Silver is a very comprehensive plan that covers almost everything related to existing IT infrastructure. Please see page # 15 & 16 for details of the Silver Package		
<b>Discounted Hourly Labor Rates* for uncovered services</b>		
Network Engineer - \$99/hr		
Senior Engineer - \$117/hr		
Design Engineer - \$135/hr		
One-time fee for setting up managed services and onboarding City of Sweet Home IT Infrastructure		\$2500
*Business Hours, M-F, 7am - 5 pm. After Hours = 1.5 times the hourly rate		



## Managed IT Services - Details & Deliverables

Irrespective of the package chosen by the city, Managed Services from StepUP IT Services comes with the following –

1. **Remote Management and Monitoring (RMM)** system implemented across your entire infrastructure to monitor, alert and automatically create tickets for pre-defined key events and services.
2. **Advanced Ticketing** system that integrated to the RMM and the Professional Services Automation (PSA) platform
3. **Proactive IT Support** – Alerts and tickets ensure that issues are looked at by human eyes and acted upon to resolve.
4. **Service Level Agreement (SLA)** – guaranteed response times for Critical, High, Medium and Low issues.
5. **Client portal access** for key personnel with the city Hall, PD, PW and Library. Allows creating tickets and stay updated on progress of service requests.
6. **Reporting** – Asset and Inventory reports, on demand or scheduled.
7. **Metrics** – Information and reports are available on demand to provide data on number of tickets, time spent on issues, response times, SLA performance and many other pre-defined reports.
8. **System Documentation** – Comprehensive documentation about IT infrastructure, locations, equipment, software, licenses, WAN and LAN topology

# Managed IT Services – Bronze Package

## **INCLUDES**

- Remote Management & Monitoring (RMM) System
  - State-of-the-art RMM platform for proactive IT support
  - Agents on Windows Servers and laptops
  - Advanced remote access system for support
  - IP address-based monitoring for all other network devices
  - Event based alerting and automatic ticket generation
- Professional Service Automation Platform
  - Client Portal for multiple end users for creating tickets, getting updates and statuses
  - Advanced Ticketing system integrated with RMM and other support systems.
- System Documentation
  - Comprehensive documentation on Infrastructure and network map
  - Documented information on domain, dns, registrar and web hosting
  - Recorded data of all ISP connections and static IP addresses
  - Backup plan with RTO, RPO and Retention and DR Playbook
  - Core infrastructure in data center - labeling and asset tagging
- Password Management
  - Secure password storage service for key users
  - Advanced secure information sharing service for client collaboration
- vCIO Services and Quarterly Service Review
  - Quarterly vCIO strategic meetings
  - IT initiative support and technology roadmap
  - IT Budgeting assistance based on initiatives and priorities
  - Review of service, ticket statistics, response time, SLA
- Desktop Computers, Workstations and Laptops Maintenance
  - Patching and Windows updates
  - Updates for commonly used applications like MS Office, Acrobat Reader, etc.
  - Monitoring, alerts & ticket generation
  - Anti-Virus (Licenses included)
  - Anti-Virus integrated with RMM and monitored
- Server & Network Infrastructure Maintenance
  - Patching and Windows updates
  - Monitoring, alerting & ticket generation
  - Network monitoring
- Backup and Data Protection
  - Backup (onsite) monitoring

### **Additional services supported by pre-paid block of hours**

- Server & Storage Infrastructure Support & Management
  - VMware virtualization infrastructure
  - Guest operating systems (Virtual Machines)
  - Windows Server operating systems
  - Storage Area Networks (SAN) and Network Attached Storage (NAS)
  - Active Directory, Security updates and patches
  - Data center/UPS maintenance
- Email Services Support & Management
  - Exchange Mail Server – on premise or in the cloud
  - Anti-spam solution management – inhouse or cloud based
  - Mail client support – Outlook and email on smartphones/tablets
  - Email encryption & archival solution support
- Security Solutions and Services Management
  - Internet & Web Content Filtering Services Support
  - User security, permissions and policy support
- Network Infrastructure Management
  - Routers, Firewalls, Switches and Wireless Access Points
  - Site-to-Site VPN's & Client-to-Site VPN's
- Backup and Data Protection Services
  - Offsite backup management
  - Disaster recovery process support and maintenance
  - Individual file, folder and mailbox restore
  - Entire System/server restore
  - Scheduled/Ongoing test restores
- Desktop and Helpdesk
  - Desktop support and repair
  - End-user support and helpdesk
- 24x7 Emergency Support
  - Available always - billed additionally at 1.5 times the hourly rate

## Managed IT Services – Silver

All Services mentioned here are available on an unlimited basis, unless otherwise mentioned.

- Server & Storage Infrastructure Support, Maintenance & Management
  - VMware virtualization infrastructure
  - Guest operating systems (Virtual Machines)
  - Windows Server operating systems
  - Storage Area Networks (SAN) and Network Attached Storage (NAS)
  - Active Directory, Security updates and patches
  - Data center/UPS maintenance
- Email Services Management
  - Exchange Mail Server – on premise or in the cloud
  - Anti-spam solution management – inhouse or cloud based
  - Mail client support – Outlook and email on smartphones/tablets
  - Email encryption & archival solution support
- Security Solutions and Services Management
  - Centralized Anti-Virus software – Licenses included
  - Anti-Virus integrated with RMM and monitored
  - Internet & Web Content Filtering Services Support
  - User security, permissions and policy support
- Network Infrastructure Management
  - Routers, Firewalls, Switches and Wireless Access Points
  - Site-to-Site VPN's & Client-to-Site VPN's
- Backup and Data Protection Services
  - Onsite Backup Licenses **Included**
  - Onsite & Offsite backup management
  - Disaster recovery process support and maintenance
  - Individual file, folder and mailbox restore
  - Entire System/server restore
  - Scheduled/Ongoing test restores
- Desktop Computers, Workstations and Laptops Support
  - Patching and Windows updates
  - Updates for commonly used applications like MS Office, Acrobat Reader, etc.
- Helpdesk/User Support
  - Unlimited end-user support and helpdesk
- Remote Management & Monitoring (RMM) System
  - State-of-the-art RMM platform for proactive IT support
  - Agents on Windows Servers and laptops
  - Advanced remote access system for support
  - IP address-based monitoring for all other network devices
  - Event based alerting and automatic ticket generation

- Professional Service Automation Platform
  - Client Portal for multiple end users for creating tickets, getting updates and statuses
  - Advanced Ticketing system integrated with RMM and other support systems.
- System Documentation
  - Comprehensive documentation on Infrastructure and network map
  - Documented information on domain, DNS, registrar and web hosting
  - Recorded data of all ISP connections and static IP addresses
  - Backup plan with RTO, RPO and Retention and DR Playbook
  - Core infrastructure in data center - labeling and asset tagging
- Password Management
  - Secure password storage service for key users
  - Advanced secure information sharing service for client collaboration
- Asset and Inventory Management
  - IT infrastructure asset management and report
- Warranty and Renewal Management
  - Hardware, Software and Subscriptions – warranty/renewals
  - Domain and DNS management- renewals
- Vendor Management
  - ISP/Voice Line Provider
  - Phone equipment support company
  - Copier/MFP vendor support
  - Any other IT infrastructure hardware & software vendor like CDW-G
- 3<sup>rd</sup> Party Application Support
  - Limited support for Hosted IP-PBX
  - Limited support for 3<sup>rd</sup> party applications used by client
- vCIO Services and Quarterly Service Review
  - Strategic IT initiative support and technology roadmap advice
  - IT Budgeting assistance based on initiatives and priorities
  - Review of service, ticket statistics, response time, SLA
- Discounted Rates for Labor
  - 10% off labor rates for projects and anything not covered under Silver MSA
- 24x7 Emergency Support
  - Available always - billed additionally at 1.5 times the discounted hourly rate

## **What is not included in Silver?**

New projects & new servers (like new VMware host, server hardware replacement), new firewalls etc. Major Springbrook upgrades beyond the monthly allotted hours are not covered. 24x7 is included in our Gold Package.



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> November 27, 2018	<b>TITLE:</b> Update Salary Schedule for Non-Rep Staff	<b>TYPE OF ACTION:</b> <u>  X  </u> RESOLUTION — MOTION — OTHER
<b>SUBMITTED BY:</b> Brandon Neish, Finance Director	<b>ATTACHMENTS:</b> Resolution No. 18 for 2018	
<b>REVIEWED BY:</b> Ray Towry, City Manager		

**PURPOSE OF THIS RCA:**

To update the salary schedule for non-represented staff to reflect personnel changes as required by SHMC 2.48.030.

**BACKGROUND/CONTEXT:**

As outlined in the adopted budget, city departments are looking for process improvements and ways to ensure residents and businesses get the services and functions of government they need in the most effective manner. During the budget development process, the city reorganized staff and identified two new positions using FTE that had previously been budgeted. Those two positions were a Court Administrator in the Municipal Court division and a Planning Services Manager for Community and Economic Development. The Court Administrator was created to handle the day-to-day functions of the Municipal Court division thereby allowing the Finance Director to focus on more policy and procedure. The Associate Planner and Project Assistant expands the abilities of the positions in CEDD to enhance productivity and community support. At the time, the non-represented salary schedule listed a salary range for the Planning Services Manager (listed as Planner) while the budget document outlined the potential salary rate for a Court Administrator. Both positions were adopted as part of the budget adopted by the City Council during their June 26, 2018 meeting.

The adopted budget collapsed personnel expenses into a general salary line allowing for the departments to be more responsive to changing needs during the year. With this in mind, and after a failed search, the Community and Economic Development Department opted to hire an Associate Planner instead of a Planning Services Manager after a failed search. The department also retained the services of a Project Assistant which staff has decided would be beneficial to retain.

The proposed resolution adds a salary range for the Court Administrator, revises the Planner to an Associate Planner, and adds a Project Assistant.

**THE CHALLENGE/PROBLEM:**

Should the non-represented salary schedule be updated to reflect new positions in compliance with SHMC 2.48.030?

**STAKEHOLDERS:**

- City of Sweet Home Citizens – These positions impact the service offerings of the city. The community will feel the effects of these changes. Citizens also deserve transparency in government.
- City of Sweet Home Staff – These changes in personnel aim to improve processes within the organization and continue the push toward an efficient and effective

organization. Additionally, having a posted salary range helps with any future recruitment efforts.

- City of Sweet Home City Council – SHMC 2.48.030 dictates that the Council is responsible for personnel rules including salary administration. This ensures an educated Council and keeps Councilors in the loop regarding city business.

**ISSUES & FINANCIAL IMPACTS:**

Financial impacts of this resolution are minimal given that these positions and the corresponding budget were adopted in the 2019 fiscal year budget. Some salary savings will be recognized from the adopted budget related to the Associate Planner position since the adopted budget called for a Planning Services Manager with a higher rate of pay. However, savings from this position will be used to fund the Project Assistant. The Court Administrator was financed by reducing a Court Clerk II position to .6 FTE in the adopted budget.

**ELEMENTS OF A STABLE SOLUTION:**

A stable solution includes modifying the non-represented salary table to include these new positions to comply with SHMC 2.48.030.

**OPTIONS:**

1. Do Nothing. Council could choose not to amend the current salary schedule last updated November 2017. Doing so would result in city staff that have been hired/moved into these roles to return to the previous positions that have a salary schedule either listed in the prior resolution or in the General Services contract.
2. Approve Resolution No. 18 for 2018.
3. Recommend different salary rates and table for another meeting. Council could review these proposed changes and recommend different rates for adoption. Staff would take these recommendations and revise the proposed resolution for review at a future Council meeting.

**RECOMMENDATION:**

Staff recommends option 2, Approve Resolution No. 18 for 2018.

Approving Resolution No. 18 for 2018 provides staff the greatest flexibility to organize offices and services to best serve the public.

**RESOLUTION NO. 18 FOR 2018**

**A RESOLUTION ESTABLISHING SALARY SCHEDULES FOR NON-REPRESENTED GENERAL EMPLOYEES.**

WHEREAS, the City of Sweet Home wishes to formally adopt a salary plan for its Non-Represented General Employees.

NOW, THEREFORE, the City of Sweet Home resolves as follows:

The attached salary schedules for Non-Represented full-time and part-time General positions are adopted for positions currently authorized as shown in Exhibit "A".

This Resolution hereby replaces Resolution No. 25 for 2017 and shall be effective November 27, 2018.

PASSED BY THE City Council and approved by the Mayor this 27<sup>th</sup> day of November, 2018.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



RESOLUTION NO. 18 FOR 2018  
EXHIBIT A

**SALARY SCHEDULE**  
**July 1, 2018 - June 30, 2019**  
**NON-REPRESENTED GENERAL EMPLOYEES**  
**MANAGEMENT**  
**(same as general union contract - 2.5% salary increase)**

<b>Step Position</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>COURT ADMINISTRATOR</b>	3,812	4,003	4,204	4,331	4,461
ACCOUNTING SUPERVISOR	4,194	4,404	4,624	4,763	4,906
<b>ASSOCIATE PLANNER</b>	4,194	4,404	4,624	4,763	4,906
ADMINISTRATIVE ASSISTANT	4,387	4,607	4,837	4,982	5,132
PLANT SUPERINTENDENT	4,661	4,894	5,139	5,293	5,451
LIBRARY DIRECTOR	4,763	5,001	5,251	5,409	5,571
SR. ENGINEERING TECH	4,795	5,035	5,287	5,446	5,609
MAINT. SUPERINTENDENT	4,795	5,035	5,287	5,446	5,609
PUBLIC WORKS DIRECTOR	5,992	6,291	6,606	6,804	7,008
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	6,744	7,081	7,435	7,658	7,888
FINANCE DIRECTOR	6,777	7,116	7,472	7,696	7,927
CITY MANAGER	7,826	8,217	8,628	8,887	9,153

Employees who have completed 8 years of continuous employment with the city will receive an additional two percent (2%) Longevity Merit Pay increase. This pay is subject to all applicable provisions of the City's Personnel Policy and is based upon merit.

Steps B & C are 5% increases  
Steps D & E are 3% increases

RESOLUTION NO. 18 FOR 2018  
EXHIBIT A

**SALARY SCHEDULE**  
**July 1, 2018 - June 30, 2019**  
**NON-REPRESENTED EMPLOYEES**  
**PART-TIME EMPLOYEES (HOURLY)**  
**(same as general union contract - 2.5% salary increase)**

<b>Step Position</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
JANITOR	11.14	11.69	12.28	12.64	13.02
TYPIST	11.14	11.69	12.28	12.64	13.02
P/W SECRETARY	11.25	11.82	12.41	12.78	13.16
LIBRARY ASSISTANT	13.99	14.69	15.42	15.89	16.36
<b>PROJECT ASSISTANT</b>	<b>18.05</b>	<b>19.00</b>	<b>20.00</b>	<b>20.60</b>	<b>21.22</b>

Employees who have completed 8 years of continuous employment with the city will receive an additional two percent (2%) Longevity Merit Pay increase. This pay is subject to all applicable provisions of the City's Personnel Policy and is based upon merit.



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> November 27, 2018	<b>TITLE:</b> Interfund Transfer for City Hall Project	<b>TYPE OF ACTION:</b> <u>X</u>
<b>SUBMITTED BY:</b> Brandon Neish, Finance Director		RESOLUTION
<b>REVIEWED BY:</b> Ray Towry, City Manager	<b>ATTACHMENTS:</b> Resolution No. 19 for 2018	N — —
		MOTION OTHER

**PURPOSE OF THIS RCA:**

To authorize transfer of funds from Fund 503 (Water Depreciation) to Fund 310 (Building Reserve) for the purpose of completing renovation on the new City Hall facility, a capital project.

**BACKGROUND/CONTEXT:**

Prior to 2017, Council and staff discussed the current City Hall building and determined that an opportunity existed to improve City Hall. Subsequently, during the 2017 fiscal year, the Council approved the purchase of the former Forest Service building located at 3225 Main Street for \$725,000.

In January 2018, the Council entered into a contract with Scott|Edwards Architecture to design the City Hall. Those designs were reviewed by the Council over multiple meetings during the summer of 2018 and a final design was later approved by the Council including flooring, paint schemes and wall materials. The next phase of the project is construction/renovation.

The renovation of the new City Hall facility is expected to cost +/- \$1.1 million according to estimates provided by S|EA and in accordance with the low bid submitted by GBC Construction. Per ORS 279C.375, “the contracting agency shall award the contract to the lowest responsible bidder.” The lowest bid submitted totaled \$910,000. As part of the project budget, the city has set aside an additional \$91,000 for potential change orders as well as an amount not to exceed \$100,000 for the architectural work.

Currently, the city has \$382,225 at the beginning of the 2019 fiscal year available for this project. At the Council meeting on July 24, 2018, Council arrived at a consensus in which the remaining funds for this project would come from an interfund loan at the current Local Government Investment Pool (LGIP) interest rate in accordance with ORS 294.805. This RCA and attached resolution secure the additional \$800,000 that is needed to complete the City Hall renovation.

**THE CHALLENGE/PROBLEM:**

Will the Council approve the interfund loan to pay for the remodel of the new City Hall facility?

**STAKEHOLDERS:**

- State of Oregon – Oregon Local Budget law authorizes the use of interfund loans within a municipality.
- City of Sweet Home utility rate payers – Sweet Home constituents are excited about the prospects of a new City Hall facility. Funding used to furnish this loan to the Building Reserve Fund would come from the Water Depreciation Fund which is money set aside

for repair/replacement of the Water Treatment Plant as needed. Citizens paying their utility bills monthly contribute money toward this depreciation fund for the future.

- City of Sweet Home City Council – The City Council in this decision is tying up replacement funds for the Water Treatment Plant for ten years as the loan is repaid.

**ISSUES & FINANCIAL IMPACTS:**

Transferring funds from the Water Depreciation fund could hamper the city’s ability to quickly respond to a crisis with its drinking water as the depreciation fund exists to account for monies set aside for water related capital projects. However, given the age of the current plant, there should be minimal need for major replacement funds in the next ten years (statutory maximum length of interfund loans). Additionally, the fund began the 2019 fiscal year with \$840,778 in available resources. This leaves a balance of \$40,778 in the fund for repair needs in addition to contributions of \$300,000 or more annually. Over the life of the loan, the Water Depreciation Fund would receive \$114,070 in interest earnings in addition to the \$800,000 principal as a result of the proposed transfer. If the depreciation transfers hold at \$300,000/year, the fund would have a balance of nearly \$4 million for a building that would be 20 years old.

For the General Fund, the proposed option requires setting aside \$91,407.01 annually through December 2028 to repay the loan. This amount is \$11,000 more than the current budget of \$80,000 which does put additional strain on a fund that has a finite resource in the permanent tax rate and additional fee revenue.

**ELEMENTS OF A STABLE SOLUTION:**

Complete construction on a City Hall facility that constituents and visitors can enjoy for many decades to come. The proposed transfer accomplishes this goal by providing the necessary funding to move forward with the project and does not require outside loans or bonds that could prove to be more costly.

**OPTIONS:**

1. Do Nothing. Council could choose to do nothing at this time ensuring the project is delayed as funding would not exist to fully complete it during this fiscal year.
2. Approve Resolution No. 19 for 2018.
3. Direct staff to research and present additional options. Council could chose option three which would send staff back to the drawing board to fund this project. This would push the project timeline out potentially as other options would require substantial time to line up.

**RECOMMENDATION:**

Staff recommends option 2, Approve Resolution No. 19 for 2018. Option two ensures there are no delays to the project and provides stability for both the Water Depreciation Fund in the long-term and the project fund.

**Resolution No. 19 for 2018**

**A RESOLUTION AUTHORIZING AN INTERFUND TRANSFER FOR CAPITAL PROJECT.**

WHEREAS, ORS 294.468 allows municipal organizations to transfer funds between funds for the purpose of capital loans, and;

WHEREAS, an interfund loan made for the purpose of a capital project must be repaid within ten (10) years of its authorization, and;

WHEREAS, the City of Sweet Home has authorized a budget of \$100,000 for architectural services and \$910,000 for general construction, a total project budget of approximately \$1.1 million, and;

WHEREAS, the City of Sweet Home spent \$28,107 on architectural services in fiscal year 2018 and has \$382,225 in available fund balance in the Building Reserve Fund, and;

WHEREAS, the deficit between the budgeted project dollars and the available balance is approximately \$800,000, and;

WHEREAS, the current rate of return on moneys invested in the investment pool under ORS 294.805 as reported under ORS 294.875 is 2.50%,

**THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME** authorizes an interfund transfer from the Water Depreciation Fund (Fund 503) to the Building Reserve Fund (Fund 310) not to exceed \$800,000 at an interest rate of 2.5% to be repaid annually for ten (10) years with final payment in 2028. Additional funds not necessary to complete the City Hall capital project shall be returned to the Water Depreciation Fund at the completion of the project. The annual repayment schedule shall be as follows:

	<b>Beginning Balance</b>	<b>Principal</b>	<b>Interest</b>	<b>Ending Balance</b>
December 2019	\$800,000.00	\$71,407.01	\$20,000.00	\$728,592.99
December 2020	728,325.90	73,192.19	18,214.82	655,400.80
December 2021	655,400.80	75,021.99	16,385.02	580,378.81
December 2022	580,378.81	76,897.54	14,509.47	503,481.27
December 2023	503,481.27	78,819.98	12,587.03	424,661.29
December 2024	424,661.29	80,790.48	10,616.53	343,870.82
December 2025	343,870.82	82,810.24	8,596.77	261,060.58
December 2026	261,060.58	84,880.50	6,526.51	176,180.08
December 2027	176,180.08	87,002.51	4,404.50	89,177.57
December 2028	89,177.57	89,177.57	2,229.44	-0-
<b>Total</b>		<b>\$800,000.00</b>	<b>\$114,070.11</b>	

This resolution shall take effect upon its approval and passage.

PASSED by the Council and approved by the Mayor this 27<sup>th</sup> day of November 2018

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager – Ex Officio City Recorder

ORDINANCE BILL NO. 5 FOR 2018

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP.

WHEREAS, the City of Sweet Home submitted application Zone Change ZC 18-03 and requested a zone change for an approximately 5.3-acre property from the Residential Low-Density (R-1) Zone to the Commercial Highway (C-2) Zone. The subject property is identified as 3225 Main Street, Sweet Home, OR 97386; and identified on the Linn County Assessor’s Map as 13S01E33B Tax Lot 101; including adjacent right-of-way within Main Street (Highway 20); and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on October 15, 2018 with due notice of such public hearing having been given, and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their October 15, 2018 meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on October 23, 2018, with due notice of such public hearing having been given, and provided an opportunity for public comments and testimony. The City Council unanimously approved this application by motion at their October 23, 2018 meeting;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zone change application ZC 18-03 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.20.020 as the City Zoning Map of 2003 including all subsequent amendments, for the approximately 5.3-acre property located at 3225 Main Street, Sweet Home, OR 97386; and identified on the Linn County Assessor’s Map as 13S01E33B Tax Lot 101; including adjacent right-of-way within Main Street (Highway 20). The Official Zoning Map shall be amended from the Residential Low-Density (R-1) Zone to the Commercial Highway (C-2) Zone for the subject property as shown on Exhibit B.

Passed by the Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder

Exhibit A

Findings of Fact in Support of Zone Change Application ZC 18-03

**REVIEW AND DECISION CRITERIA**

The review and decision criteria for a zone change are listed below in bold. Findings and analysis are provided under each review and decision criterion.

**A. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following: [SHMC 17.12.010]**

**a. The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]**

Findings: The applicant is proposing to change the zoning of the subject property from R-1 to C-2. The Comprehensive Plan Map designation of the subject property is Highway Commercial. The current R-1 zoning designation is not consistent with the existing Comprehensive Plan Map designation of the subject property. The proposed zoning would implement the Highway Commercial Comprehensive Plan Map designation, and would therefore be consistent with the Sweet Home Comprehensive Plan.

The application complies with this criterion.

**b. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment; [SHMC 17.12.025(B)]**

Findings: The subject property has historically been used as a government use facility. Prior to acquisition by the City, the property was used as a U.S. Forest Service facility. The City of Sweet Home does not have a zoning designation that is specifically designed to facilitate public use. The proposal in this application, in combination with Conditional Use Permit CU 18-12, would formally memorialize and authorize the historic government use of the subject property.

The application complies with this criterion.

**c. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and [SHMC 17.12.025(C)]**

Findings: The City of Sweet Home is planning to remodel the former U.S. Forest Service building in order to use the building as a new City Hall. The property is currently served by water, sewer, and franchised utilities. The subject property has existing access to Main Street (Highway 20). Staff anticipates that due to the nature of the proposed use of the property as City Hall, the property will be used for governmental use for the foreseeable planning future.

The application complies with this criterion.

**d. OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**

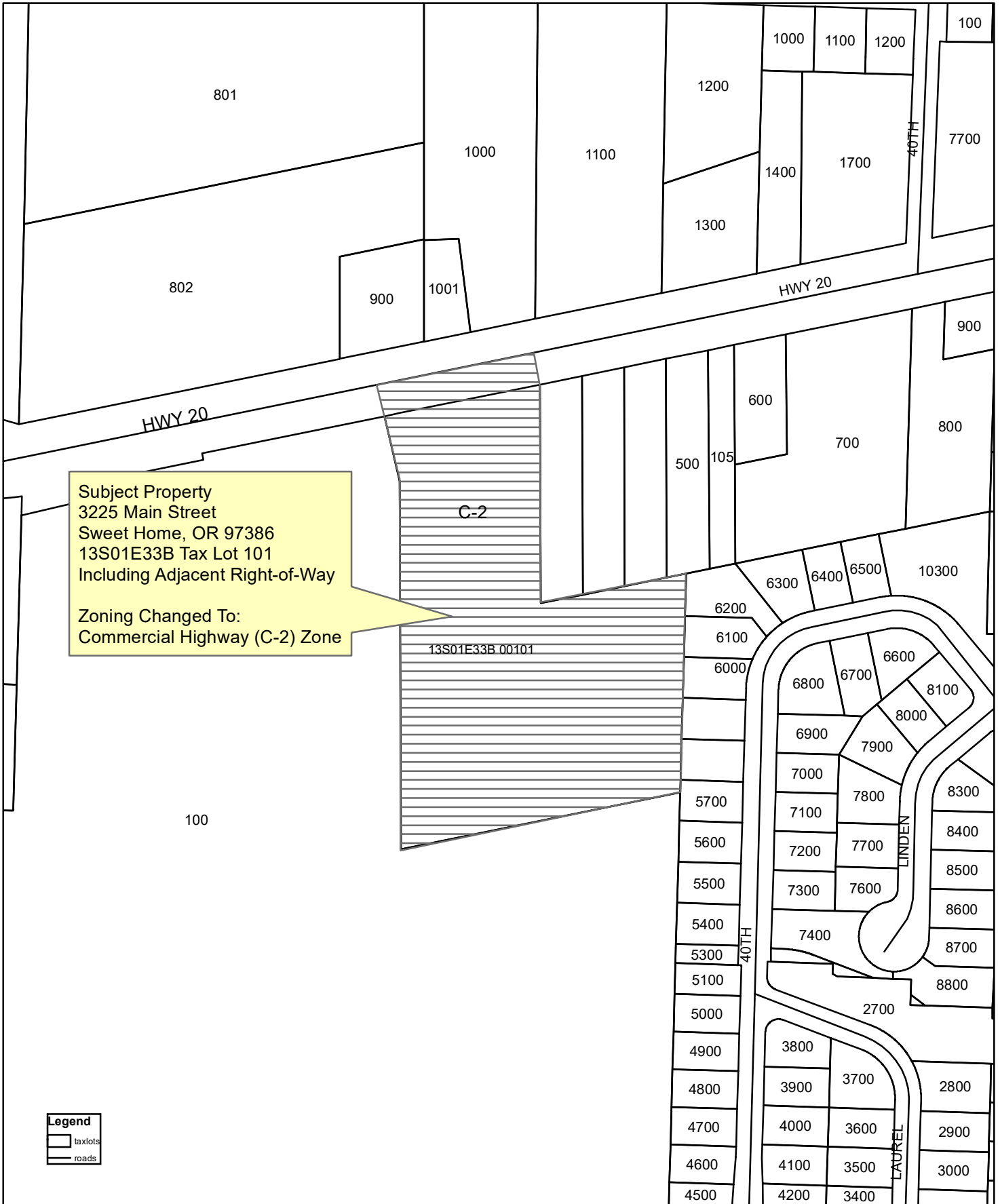
**i. Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**

- ii. **Change standards implementing a functional classification system; or**
- iii. **Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
  - 1. **Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
  - 2. **Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
  - 3. **Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan. [OAR 660-012-0060(1)]**

Findings: The subject property has existing access to Main Street; which is Highway 20. The Oregon Department of Transportation (ODOT) was notified of this application and did not have concerns with use of the subject property as City Hall. The proposed use would be consistent with past use of the property as a U.S. Forest Service facility. Based on these findings, the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood.



Exhibit B  
Zone Change ZC 18-03



Subject Property  
3225 Main Street  
Sweet Home, OR 97386  
13S01E33B Tax Lot 101  
Including Adjacent Right-of-Way

Zoning Changed To:  
Commercial Highway (C-2) Zone



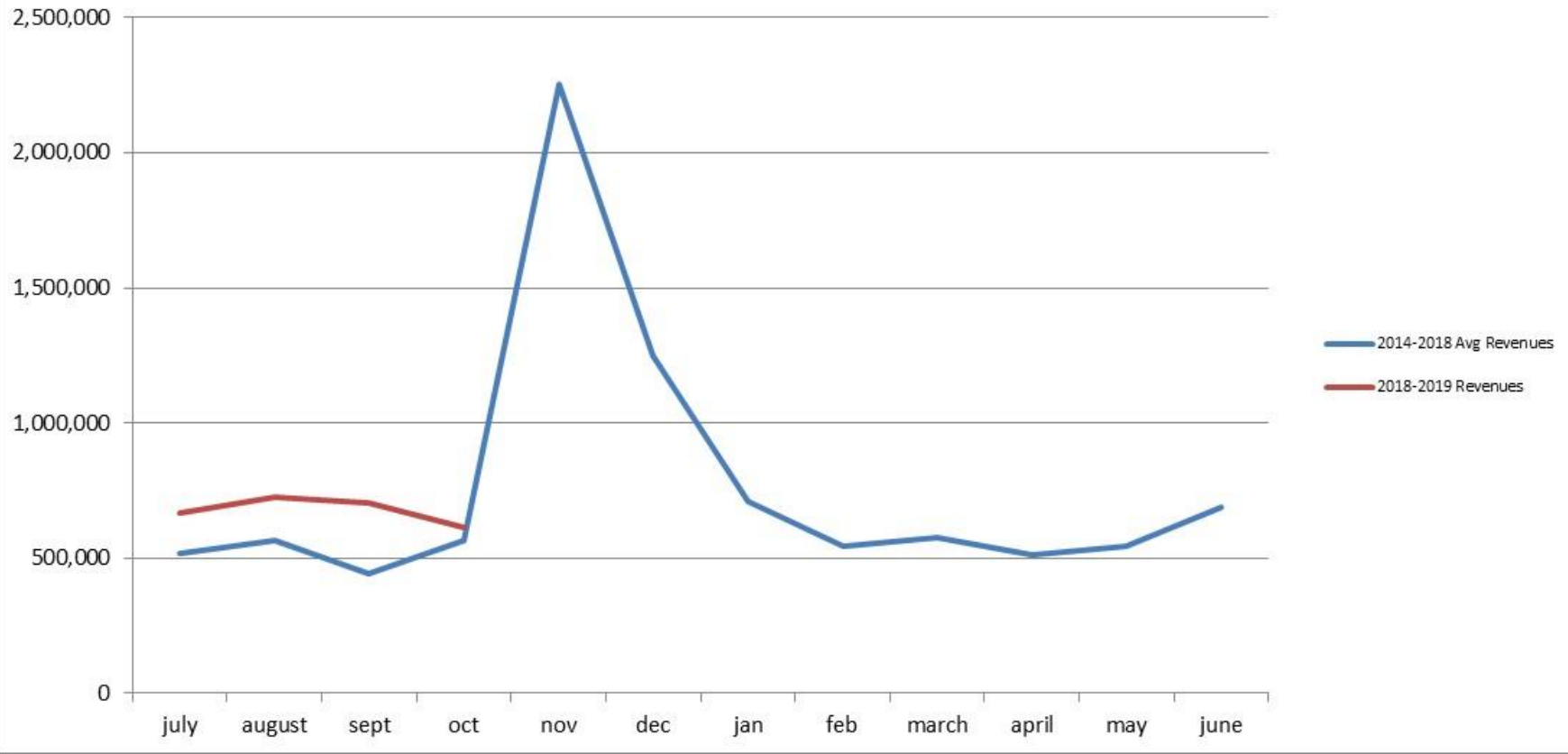
0 50 100 200 300 400 Feet 1 inch = 200 feet



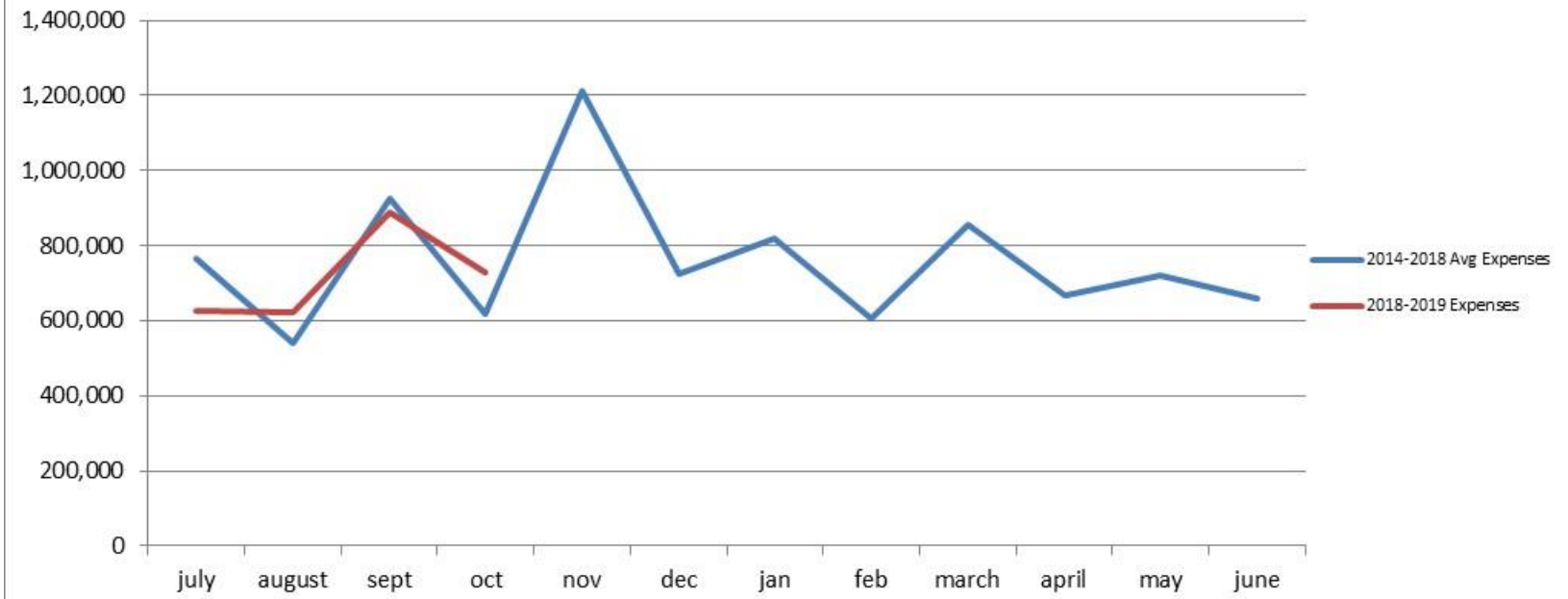
3225 Main Street  
Sweet Home, OR 97386

City Council Packet # 27-036

### 6 YEARS OF REVENUES BY MONTH



### 6 YEARS OF EXPENSES BY MONTH





## Community and Economic Development Department

**City of Sweet Home**  
1140 12<sup>th</sup> Avenue  
Sweet Home, OR 97386  
541-367-8969  
Fax 541-367-5007  
[www.ci.sweet-home.or.us](http://www.ci.sweet-home.or.us)

PLANNING COMMISSION MEETING  
NOVEMBER 5, 2018 at 7:00 PM  
CITY HALL ANNEX  
1140 12<sup>TH</sup> AVENUE

### **PUBLIC MEETING CALL TO ORDER AT 7:00 PM**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL ATTENDING:**

**Present:** Henry Wolthuis, Greg Stephens, Eva Journey, Thomas Herb, Lance Gatchell

**Absent:** Edith Wilcox (*excused*)

### **STAFF:**

Jerry Sorte, Community and Economic Development Director (CEDD)  
Angela Clegg, Associate Planner  
Lagea Mull, Project Assistant

### **REGISTERED GUESTS:**

Mark Rose, PO Box 1375 Corvallis OR 97339  
Patricia J. Weber, 2785 NW Marshall Dr, Corvallis OR 97330  
Patsy Rice, PO Box 587, Sweet Home OR 97386  
Tim Meyer, 1336 Tamarack St, Sweet Home OR 97386

### **PUBLIC COMMENT: none**

**Review and Approval of Minutes: September 4, 2018 and October 15, 2018- POSTPONED**

### **CONTINUED PUBLIC HEARING FOR FILE P18-05 OPENED AT 7:07PM**

Chairperson Gatchell provided a summary of the application P18-05;  
The applicant is requesting to partition the property located at 980 Mountain View Road, Sweet Home, OR 97386. The property is identified on the Linn County Assessor's Map as 13S01E32CA Tax Lot 4734. Applicant: Mark Rose.

Chairperson Gatchell stated the following;

The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

Chairperson Gatchell asked the Commissioners if they had any of the below stated in regards to the application;

**Personal Bias:** None  
**Conflict of Interest:** None  
**Exparte Information:** None

**Staff Report:** Associate Planner, Angela Clegg explained the partition request, staff report, and background of the property. She then reviewed approval criteria that are applicable to the partition request, as well as the staff findings, and application. CEDD Sorte inquired if the Commission needed a new application due to the significant changes made to the current application.

**Comments/Questions:**

They deemed revisions were made at the Commission's request. No new application needed. Commissioner Stephen's asked for clarification on parcel 3's potential to be divided per the new map. Associate Planner Clegg confirmed the parcel 3 would no longer be able to be split.

**Chairperson Gatchell asked the applicant to speak to the request.**

**Applicant:** Mark Rose, PO Box 1375 Corvallis OR 97339 accompanied by his planner Patricia Weber, 2785 NW Marshall Dr., Corvallis OR 97330. There were new drawings submitted which reflect the most current size & layout of parcels. These adhere to state regulations for fire turn-arounds. They have not received a response from the Sweet Home Fire Chief.

**Comment/Questions:** On parcel 2 where would the house be located? The home will be in the same place as on the original map. How steep is the driveway? This is relatively flat, just a small incline. What are the plans for the ravine? The applicant will be staying out of the ravine.

**Testimony in Favor:** None

**Testimony in Opposition:** None

**Neutral Testimony:** None

**Rebuttal:** None

**PUBLIC HEARING CLOSED AT 7:26PM**

**Deliberations:** The general consensus was that all were in favor of this application.

**Motion:** Commissioner Journey moved to approve application P 18-03; which includes: adopting the findings of fact and conditions listed in the staff report.

**Second:** Commissioner Wolthuis

**Question was called**

**Aye (5)**

Commissioner Journey, Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens, Chairperson Gatchell

**Nay (0)**

**Absent (1)** Commissioner Wilcox

**Motion Passed 5 Ayes to 0 Nays**

## **PUBLIC HEARING FOR FILE VR18-07 OPENED AT 7:39PM**

Chairperson Gatchell provided a summary of the application VR18-07; The applicant is requesting a variance to the permitted size of an accessory structure in order to build a 1,728 square foot shop building. The property is located at 203 5<sup>th</sup> Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31CD Tax Lot 700. Applicant: James Pickett.

Chairperson Gatchell stated the following;

The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

### **Staff Report:**

Associate Planner Clegg explained the Land Use request, staff report, and background of the property. She then reviewed approval criteria that are applicable to the variance request, as well as the staff findings, and application. Based on the findings presented in the staff report, staff recommends approval of application VR 18-07 with the Conditions of Approval listed in Section IV of the staff report. She recommended that the Planning Commission hear testimony and make a decision on this matter. She also asked that the Planning Commission specify the appeal period and direct staff to prepare an order for signature of the Commission Chair. She then asked if there were any questions of staff.

**Concerns/Questions:** Commissioner Wolthuis shared history of area. Commissioner Herb questioned the location of the swamp which needs to be answer by the applicant. CEDD Sorte stated there are several options in handling the drainage. Commissioner Journey inquired who owns the swale with CEDD Sorte responding Oak Heights School does.

**Personal Bias:** None

**Conflict of Interest:** None

**Experte Information:** None

**Chairperson Gatchell asked the applicant to speak to the request.**

**Applicant:** James Pickett, 203 5th Avenue, Sweet Home, OR 97386 stated there is a culvert in his front yard where the utters from his home drain. There is the possibility the shop runoff could utilize this for drainage. Mr. Pickett also stated his water & sewer come off 7<sup>th</sup> Avenue not 5<sup>th</sup> Avenue.

### **Comment/Questions:**

- Why is the shop larger than code? – To store his RV & old cars.
- Will this be used for a business? – No, personal use only.
- Is there an alternative if the variance is denied? – Yes, the applicant is open to building a smaller shop.
- What type of siding will be used on shop? – Metal siding on a Pole Barn style shop.
- Why did you choose that location for this building? – This is the flattest area with the most access and the farthest distance from the 5<sup>th</sup> Avenue neighbors. The applicant is open to moving the building to another location.

- Would halfway between 850 sq ft - 1700 sq ft be the minimum shop size that could meet the applicant's needs? Yes
- What is the building's height? 20', needs at least 14' door to fit RV.

**Testimony in Favor:** None

**Testimony in Opposition:** None

**Neutral Testimony:** None

**PUBLIC HEARING CLOSED AT 7:57PM**

**Deliberations:**

**Commissioner Journey-** appreciates applicant's willingness to work with the commission although she is unaware how they can work with him because the standard is 864 sq ft and this a personal preference. There is nothing about the property that requires is a 1700 sq ft building. The commission needs to be aware that if this request is approved then it will affect the city as a whole. There are no criteria for granting on personal preferences.

**Commissioner Stephens-** Due to the size of the property & the location next to the school, he does not have a problem with the size of the shop

**Chairperson Gatchell-** There is not an issue with the lot that requires the variance. He knows the commission has been asked by City Council and others to be careful about granting variances because people want them. Not because they are required. He cannot support the request. This could create a precedent.

**Commissioner Wolthuis-** The property has a large degree of isolation, whatever he would choose to build there, will probably not impact any other property in the neighborhood. He would grant his request.

**Commissioner Herb-** He does not see a problem with the request. He recommends the applicant choose a type of siding besides metal due to his personal preference and the potential of added sound caused by school children's play items hitting the building. Also one large roof is better than three roofs

**Motion:** Commissioner Herb moved to approve application VR18-07; which includes: adopting the findings of fact and conditions listed in the staff report.

**Second:** Commissioner Wolthuis

**Question was called**

**Aye (3)** Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens

**Nay (2)** Chairperson Gatchell & Commissioner Journey

**Absent (1)** Commissioner Wilcox

**Motion Passed 3 Ayes to 2 Nays**

**PUBLIC HEARING FOR FILE VR18-08 OPENED AT 8:07PM**

Chairperson Gatchell provided a summary of the application VR18-08; The applicant is requesting a variance to the Natural Resource Corridor setback from 75 feet to 50 adjacent to the South Santiam River in order to construct a single family dwelling and associated

development. The property is located at 1720 9th Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31BA Tax Lot 1201. Applicant: Patsy A Rice. Chairperson Gatchell stated the following; The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

**Personal Bias:** None

**Conflict of Interest:** None

**Exparte Information:** None

**Staff Report:**

Associate Planner Clegg explained the Land Use request, staff report, and background of the property. She then reviewed approval criteria that are applicable to the variance request, as well as the staff findings, and application. Based on the findings presented in the staff report, staff recommends approval of application VR 18-08 with the Conditions of Approval listed in Section IV of the staff report. She recommended that the Planning Commission hear testimony and make a decision on this matter. She also asked that the Planning Commission specify the appeal period and direct staff to prepare an order for signature of the Commission Chair. She then asked if there were any questions of staff.

**Concerns/Questions:** Chairperson Gatchell confirmed the concrete slab's location is due to the county's 50' riparian setback which makes it a pre-existing condition. CEDD Sorte clarified the garage would be an alteration to the corridor because the garage also requires the setback variance and the turnaround gravel area as well. These items could go through the mitigation process according to the municipal codes because they are a non-riparian use. Commissioner Journey was informed the Community and Economic Development Department would monitor the mitigation during the development process. Associate Planner Clegg shared first hand insight on the layout of the parcel. Chairperson Gatchell expressed concern about the South Santiam being critical habitat for an endangered species. He inquired if the city's setback of 75' was in compliance with the Endangered Species Act regulatory agencies? CEDD Sorte stated during development other agencies would have a chance to review any other permits required. Commissioner Herb is requesting input on the proper disposal of drainage from the rooftop & patio.

**Chairperson Gatchell asked the applicant to speak to the request.**

**Applicant:** Patsy Rice 43800 Wiley Creek & Tim Meyer 1336 Tamarack St, Sweet Home. Mr. Meyer stated the first 8' portion will be patio. The setback would be at 60' with the first 8' being a patio. Ms. Rice would comply with all guidelines in regards to her stick-built home. Commissioner Journey asked if the current slab still serviceable. The documentation shows all prior work was permitted in 2005. The building department will review all work.

**Testimony in Favor:** None

**Testimony in Opposition:** None

**Neutral Testimony:** None



## **PUBLIC HEARING CLOSED AT 8:25PM**

### **Deliberations:**

**Commissioner Herb-** Has walked the property. He sees nothing wrong with the proposal as long as the drainage is watched.

**Commissioner Wolthuis-** Make sure the slab is buildable condition. He has no problem with this proposal.

**Chairperson Gatchell-** only concern is compliance with the Endangered Species Act. Those notes will be added to the approval.

**Commissioner Stephen-** This the only spot on the whole site. He is certain the building department will ensure the slab is serviceable.

**Commissioner Journey-** She does not have a problem with proposal now that her concerns of the management of natural resources have been clarified.

**Motion:** Commissioner Herb moved to approve application VR18-08; which includes: adopting the findings of fact and conditions listed in the staff report. With the stipulations the applicant shall leave all native vegetation in the Natural Resource Corridor intact and the National Marine Fisheries Service shall be consulted regarding the Endangered Species Act requirements prior to issuing building permits.

**Second:** Commissioner Stephens

### **Question was called**

**Aye (5)** Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens, Chairperson Gatchell & Commissioner Journey

**Nay (0)**

**Absent (1)** Commissioner Wilcox

**Motion Passed 5 Ayes to 0 Nays**

## **PUBLIC HEARING FOR FILE CU17-07 OPENED AT 8:35PM**

Chairperson Gatchell provided a summary of the application CU17-07; City of Sweet Home Wastewater Expansion. The property is located at 1357-1359 Pleasant Valley Road, Sweet Home, OR 97836; Identified on the Linn County Assessor's Map as 13S01E31BB Tax Lots 600, 1501, 1502; and 13S01E31BA Tax Lots 1100 and 1300.

**Staff Report:** CEDD Sorte explained the Land Use request, staff report, and background of the property. He requested an extension until December 18, 2022 which should be adequate time for that facility to be substantially established.

**Motion:** Commissioner Wolthuis moved to approve the request by the city. We will grant the extension of CU17-07; which would require the facility to be substantially established by December 18, 2022.

**Second:** Commissioner Stephens

### **Question was called**

**Aye (5)** Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens, Chairperson Gatchell & Commissioner Journey

**Nay (0)**

**Absent (1)** Commissioner Wilcox

**Motion Passed 5 Ayes to 0 Nays**

**To the best of the recollection of the members of the Planning Commission, the foregoing is a true copy of the proceedings of the Public Meeting of November 5, 2018.**

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Lance Gatchell Chairperson  
Sweet Home Planning Commission

Respectfully submitted by: Lagea Mull, Project Assistant



SWEET HOME POLICE DEPARTMENT  
 CHIEF OF POLICE  
 1950 Main Street  
 Sweet Home, OR 97386  
 (541) 367-5181 Fax (541) 367-5235

	10/31/2018	10/31/2017	% Change
<b>Call Volume:</b>	<b>2018-08164</b>	<b>2017-08365</b>	<b>-2.46%</b>
<b>CAD Calls:</b>	<b>15515</b>	<b>15097</b>	<b>2.69%</b>
<b>ONIBR Person Crimes</b>	<b>130</b>	<b>111</b>	<b>14.62%</b>
<b>ONIBR Person Crimes Cleared:</b>	<b>89</b>	<b>79</b>	<b>11.24%</b>
<b>ONIBR Property Crimes:</b>	<b>544</b>	<b>493</b>	<b>9.38%</b>
<b>ONIBR Property Crimes Cleared:</b>	<b>199</b>	<b>170</b>	<b>14.57%</b>

**Trends:**

After an extensive search we were able to hire a new police officer. On November 15th, the City Manager swore in Ethan Rowe. Ethan is a local resident and recently has experience with the State of Oregon working with the developmentally delayed. I am excited for what Ethan can bring to our Department. He will now begin his training phase and we anticipate him to attend the police academy in mid-December.

Last Thursday, 11-15-18, I hosted a meeting on homelessness. At the meeting, Lebanon Police Department CSO Dave Albanese talked about the program and efforts that are taking place in Lebanon. All those in attendance seemed encouraged by the information. During the first part of December I intend on hosting another meeting to begin to focus on our homelessness. This will be a long process but I'm excited from the input that I have received so far.

The 2018 Shop-With-A-Cop is scheduled for Saturday, December 8th from 0930 – 1200 at our local Bi-Mart store. Bi-Mart managers and staff are happy to partner with us for this event. Our Department will be assisting 35 (maybe 40) kids ages 4 – 12 with their Christmas Shopping lists to purchase gifts for their family members.

Our Blue Santa Teen Sharing tree is up and running. We currently have about 15 teen names on our tree and are in search of more needy teens to include. The Santiam Spokes bike club also donated \$250 so we could purchase 2 bikes for two lucky teens on our tree! Gifts will be distributed on Friday, December 14th.

**Person Crimes are defined as:**

	October 2018	October 2017
<b>Assault</b>	<b>3</b>	<b>4</b>
<b>Child Neglect</b>	<b>0</b>	<b>0</b>
<b>Criminal Homicide</b>	<b>0</b>	<b>0</b>
<b>Custodial Interference</b>	<b>0</b>	<b>0</b>
<b>Elder Abuse</b>	<b>0</b>	<b>0</b>
<b>Harassment</b>	<b>3</b>	<b>5</b>
<b>Kidnapping</b>	<b>0</b>	<b>1</b>
<b>Menacing</b>	<b>0</b>	<b>0</b>
<b>Other Sex Offense</b>	<b>2</b>	<b>0</b>
<b>Rape</b>	<b>1</b>	<b>0</b>
<b>Violation Restraining Order</b>	<b>3</b>	<b>2</b>
<b>Other Person Crime</b>	<b>2</b>	<b>0</b>

**Property Crimes are defined as:**

	October 2018	October 2017
<b>Arson</b>	<b>0</b>	<b>0</b>
<b>Burglary</b>	<b>3</b>	<b>8</b>
<b>Criminal Mischief</b>	<b>10</b>	<b>6</b>
<b>Forgery</b>	<b>0</b>	<b>0</b>
<b>Fraud</b>	<b>3</b>	<b>0</b>
<b>Motor Vehicle Theft</b>	<b>6</b>	<b>4</b>
<b>Reckless Burning</b>	<b>0</b>	<b>0</b>
<b>Robbery</b>	<b>1</b>	<b>0</b>
<b>Theft</b>	<b>36</b>	<b>24</b>