



City Hall – Council Chambers
206 N. Main Street
Toledo, Oregon 97391
6:00 p.m.

TOLEDO CITY COUNCIL
Regular Meeting – also via Zoom Meeting Platform
December 21, 2022

Virtual Meeting: The City Council will hold the meeting for the City Council and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the meetings page on the city website for details including meeting login information.

Public Comments: The City Council may take limited verbal comments during the meeting. Written comments may be submitted by email to lisa.figueroa@cityoftoledo.org 3:00 p.m. the day of the meeting to be included in the record. Comments received will be shared with the City Council and included in the record.

1. **Call to Order, Pledge of Allegiance and roll call**
2. **Visitors/Public Comment**
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).
3. **Consent Agenda**
Minutes from the working session held October 26, 2022 and regular meeting held November 2, 2022
4. **Discussion Items**
 - Consider the Proposed Draft of an Animal Ordinance
5. **Decision Items**
 - Approve Architectural Design Proposal by Scott Edwards Architecture for Exterior repairs to new Public Safety Building
 - Consider approval of agreement between the City and the Toledo Public Safety Association
 - ***Approve expenditure of approximately \$85,000 to repair/replace portions of Clarifier unit at Wastewater Treatment Plant**
6. **Reports and Comments**
 - Committee updates
7. **Adjournment**

Comments submitted in advance are preferable. Comments may be submitted by e-mail at lisa.figueroa@cityoftoledo.org. The meeting is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting by calling city offices at (541) 336-2247.

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TOLEDO CITY COUNCIL
WORK SESSION
October 26, 2022

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:03 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Betty Kamikawa
X		Councilor Jackie Kauffman
	X	Councilor Rob Duprau
X		Councilor Kim Bush
X		Councilor Wade Carey
	X	Councilor Tracy Mix

Staff present: City Manager (CM) Judy Richter, City Recorder (CR) Lisa Figueroa, Police Chief (PC) Michael Pace, Public Works Director (PWD) Bill Zuspan, Library Director, Deborah Trusty, City Attorney (CA) Mike Adams, Contract Planner (CP) Justin Peterson, Planning Assistant Arlene Inukai

2. JOINT MEETING WITH THE TOLEDO PLANNING COMMISSION

Planning Commissioners present: Cora Wakefield, Brian Lundgren, Terri Neiman, Anne Learned-Ellis

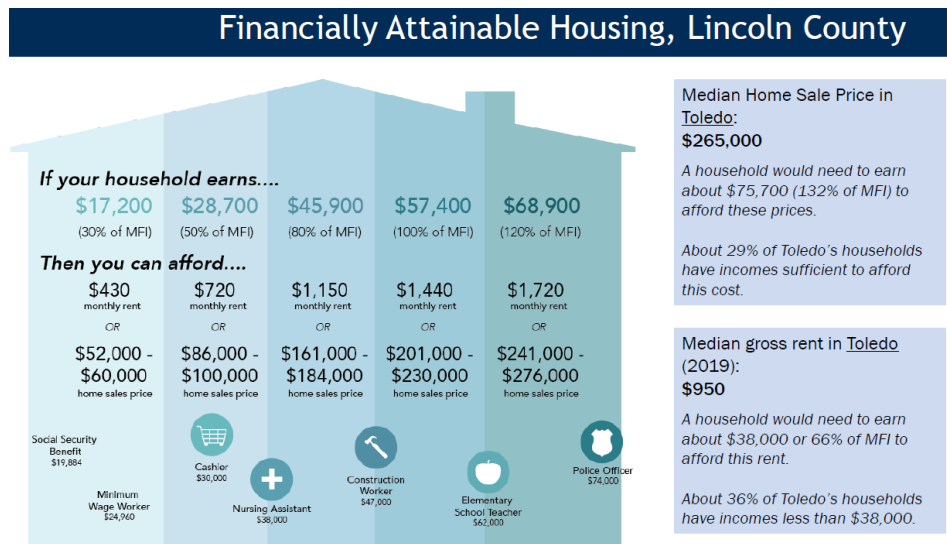
CP Peterson addressed the Council and introduced Beth Goodman from EcoNorthwest. He said she helped with the Housing Capacity Analysis (HCA). Ms. Goodman presented the HCA report to the Council. She said an HCA is completed to answer certain questions such as how much growth is forecasted in the next 20 years or is there and where is there vacant, buildable lands. She reviewed the project schedule and the findings. She compared the types of housings that exist in Toledo between 2000 and 2015-2019:

2000	2015-2019
• 80% single-family detached dwellings	• 83% single-family detached dwellings
• 2% single-family attached dwellings	• 4% single-family attached dwellings
• 11% duplex/triplex/quadplex dwellings	• 5% duplex/triplex/quadplex dwellings
• 8% multifamily dwellings	• 7% multifamily dwellings

Councilor Kauffman left at 6:30 p.m.

Ms. Goodman said there was not much of a difference in growth over the years. She said there is an average of six permits issued per year, but 39 units were demolished, which averaged as four units per year. She said the average household income in Toledo as of 2019 was \$60,455 compared to Lincoln County (\$47,882) and the state (\$62,818). She noted the median sale price in Toledo was \$265,000. She compared rental costs in Toledo to other cities within the County and said it was fairly comparable. The Council questioned whether the rent comparison was for one type of unit [single-family, multi-family, etc.] and Ms. Goodman responded it included all types of housing rentals. She indicated the cost burden of households is “spending more than 30% of income on housing costs” and several cost burdened is “spending more than 50% of income on

housing costs". She remarked approximately 40% of Toledo renter households are severely cost burdened. She displayed a slide that explained the financial attainability for housing and stated a household would need to earn approximately \$75,700 for a house that is \$265,000, which about 29% of Toledo's households have sufficient incomes to afford that cost. She said as the City considers newly [and the need] built housing in the future, the graph gives the City information to the types of housing needed.



The Council noted several of the houses that are for sale in Toledo are in such a dilapidated state that they are not available to be financed.

Ms. Goodman proceeded to the Buildable Lands Inventory (BLI) and summarized the Comprehensive Plan designations within the city limits and the Urban Growth Boundary (UGB). She reviewed the development constraints, which include 100-Year floodplains, highly susceptible landslide areas, slopes (greater than 25%), tsunami inundation scenario and estuaries. She said there is very little land available (45 acres available and unconstrained) for development and most of it is outside of the city limits in low density/residential UGB. She said this information allows the City to forecast development. She said the forecast is modest, with 15 new dwellings between 2022 and 2042. She said if Toledo can support more growth, it can provide opportunities for relatively affordable housing for residents and workers in Lincoln County.

Ms. Goodman provided a list of recommendations to accommodate housing needs:

- Remove selected constrained residential land from the UGB and bring into the UGB unconstrained land for replacement
 - Streamline the Development Code and subdivision requirements
 - Minor partitions require a Planning Commission hearing
 - Flag lot standards are complex
 - Determine if building permit timeline could be extended to a year or longer
 - Increase time allowed for an extension of a Conditional Use Permit to two years or longer
 - Clarify zones where Manufactured Home Parks are allowed
- Identify opportunities for housing development in downtown and commercial areas
 - Allow multifamily housing on first floor in commercial areas, except along Main Street or

- Develop a zoning overlay for commercial areas to allow development of housing on all floors of the structure, in selected areas
- Identify opportunities to convert commercial buildings to residential uses on the second floor
- Use Urban Renewal Funds to Support Residential Development
- Revise when Systems Development Charges (SDCs) are due and how the City calculates SDCs
 - SDCs could be due later in the development process
 - Consider calculating SDCs based on the size (square foot) of the unit, with lower SDCs for smaller units
- Evaluate implementing the Nonprofit Corporation Low-Income Rental Housing Exemption
- Continue to work with landowners to understand what assistance the City can provide in developing land

There was discussion about current affordable housing developments that have been delayed due to different circumstances (funding, etc.). CP Peterson presented the timeline of the upcoming public hearings to adopt the HCA. He noted there were changes to Article 10 of the Comprehensive Plan and reviewed the information included in the packet. He said the changes will also be available on the website.

3. VISITORS/PUBLIC COMMENT

There were no comments.

4. CONSENT AGENDA

- 5. There were no items for consideration.

6. DISCUSSION ITEMS

There were no items for consideration.

7. DECISION ITEMS

Support of the Oregon Mayors Association Taskforce on Homelessness budget package proposal to the 2023 Oregon Legislature

Mayor Cross presented the council report. He said several Mayors created a Task Force to address several issues rural communities such as homelessness, public transportation, mental health, etc. He indicated they will approach the Legislature to ask for two funding options; 1. Annual funding of \$144,000 to the cities, and 2. Funding every two years for capital improvement projects. There was an inquiry of where the money would come from and Mayor Cross responded it would come from the General Fund and there are other options where the money can come from. Mayor Cross clarified it was brought before the Council to show the City supports the Mayors' Task Force.

Motion – It was moved and seconded (Kamikawa/Bush) to approve support of the Oregon Mayors Association Taskforce on Homelessness budget package proposals to the 2023 Oregon Legislature and the motion carried unanimously.

The Council recessed at 7:53 p.m. and reconvened at 7:58 p.m.

8. REPORTS AND COMMENTS

PWD Zuspan reported on the department's activities and projects. He said the City acquired the fuel truck and was able to get it for \$34,000.

1 LD Trusty said the Genealogical Society meets monthly in the library and installed a display for
2 the public. She said they will host an umbrella parade before the Tree lighting event on November
3 26 and the library will have a 'decorate your umbrella' event before the parade.
4

5 PC Pace presented pictures of the new lockers the department installed at the police department.
6 He said the lockers are large enough to hold an employee's equipment and uniform. He said the
7 lockers can be padlocked and will be able to be relocated to the new facility as well. He said there
8 are two candidates being considered for the department.
9

10 CM Richter said the City employees just completed open enrollment. She said she has been
11 working on securing a location for the next mural in the City.
12

13 CA Adams said he sent a draft ordinance to the Council for review that will be included in the next
14 packet.
15

16 Mayor Cross encouraged everyone to be informed before they vote on any measures included in
17 the ballots and to vote.
18

19 **9. ADJOURNMENT**

20 The work session adjourned at 8:15 p.m.
21

22 Approve:

Attest:

23
24
25
26 _____
Mayor Rod Cross

City Recorder Lisa Figueroa

**TOLEDO CITY COUNCIL
REGULAR MEETING**

November 2, 2022

6:00 p.m.

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:00 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Betty Kamikawa
X		Councilor Jackie Kauffman
X		Councilor Rob Duprau
X		Councilor Kim Bush
X		Councilor Wade Carey
X		Councilor Tracy Mix

Staff present: City Manager (CM) Judy Richter, City Recorder (CR) Lisa Figueroa, Police Chief (PC) Michael Pace, Public Works Director (PWD) Bill Zuspan, Fire Chief (FC) Larry Robeson, City Attorney (CA) Mike Adams, RARE Member Katy Keuter

2. VISITORS/PUBLIC COMMENT

Jim Chambers, representative of the Toledo Cemetery Association reminded the Council, “The City of Toledo is still trespassing up on city property, thank you.”

3. CONSENT AGENDA

Minutes from the work session held September 28, 2022

Councilor Bush noted former Councilor Michels is listed instead of her and under reports and comments the parking impacted Fort Nye Park.

Motion – It was moved and seconded (Carey/Mix) to approve the consent agenda as amended and the motion carried unanimously.

4. DISCUSSION ITEMS

Consideration to set a date for City Council goal setting

CR Figueroa noted it is time to consider a date for the goal setting in early 2023. CM Richter said staff is open to suggestions for the format, discussions or presentations. She said last year the City had Jalene Case as a facilitator and also had John Morgan. There was discussion about Mr. Morgan’s schedule and Mayor Cross indicated he could reach out to former City Manager Pete Wall. The Council discussed holding the goal setting in January.

Review proposed draft ordinance related to animals

There was an inquiry as to why this was brought before the Council and it was indicated there is no process to deal with dangerous animals within the Municipal Code.

1 The Council reviewed the draft Ordinance beginning with the definitions:

- 2 • “Animal” means any live ~~vertebrate~~ creature, domestic or wild.
3

4 It was noted the City’s Code must align with the County’s Code because the City relies on the
5 County’s animal control department. The city cannot address dangerous dogs without a process to
6 handle them. There was discussion in reference to the capacity limit on dogs under Section C(D).
7

8 There was a suggestion to have a dangerous animal ordinance to consider animals other than just
9 dogs and a separate animal ordinance. After further discussion, a consensus of the Council agreed
10 with separating the two ordinances and the dangerous animal ordinance would be brought back for
11 review on November 16.
12

13 **5. DECISION ITEMS**

14 There were no items for discussion.
15

16 **6. REPORTS AND COMMENTS**

17 FC Robeson presented a new extraction cutting tool to the Council. He said it is an improved safer
18 tool than what the department had before and he thanked the Council for approving the purchase.
19 He reported on recent grants they received from Firehouse Subs for ten sets of turnouts and a lift
20 machine from the Siletz Tribe.
21

22 Ms. Keuter reported she has been making progress with Art Toledo and will work with the
23 Economic Development Alliance of Lincoln County to update the Art Toledo website.
24

25 CM Richter said she spoke with Denny Elmer who is interested in purchasing the hotel building.
26 The Council questioned what Mr. Elmer has planned for the building. CM Richter said he intends
27 to keep it as a hotel with a portion of it long term similar to one he has in McMinnville.
28

29 Councilor Bush said she noticed there were no suicide prevention signs on Yaquina Bridge and
30 she was in contact with someone to change that.
31

32 Councilor Kamikawa noted the Sustainable Renewable Energy Utility Systems test unit will be
33 ready to test in January. Mayor Cross said that unit will be able to break down trash to a molecular
34 level. He said the Trick or Treat event on Monday was well attended. He said the Tree lighting
35 will be held on the Saturday after Thanksgiving. He announced there will be a recognition for the
36 Library sign on November 19.
37

38 **7. ADJOURNMENT**

39 The meeting adjourned at 7:05 p.m.
40

41 Approve:

Attest:

42
43
44
45 _____
Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	December 21, 2022	Consider the Proposed Draft of an Animal Ordinance
Council Goal:	Agenda Type:	
Not Applicable	Discussion Items	
Prepared by:	Reviewed by:	Approved by:
City Attorney M. Adams	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Consideration to bring back on January 4, 2023 for possible adoption, with further suggested revisions.

Background:

Following up on the November 30, 2022 meeting of the City Council, staff is bringing back the suggested revisions to the draft “Animal” ordinance that will occupy Chapter 6.08 of the Toledo Municipal Code (TMC). This Chapter does not apply to dogs, except for TMC 6.08.070 (false reports), TMC 6.08.150 (animal noises constituting a public disturbance), TMC 6.08.180 (animal abuse and neglect), TMC 6.08.190 (forfeiture of ownership of abused animals), TMC 6.08.200 (injury to animals by vehicles), TMC 6.08.210 (right of entry), and TMC 6.08.220 (warrant for seizure of animals).

At the request of Council, TMC 6.08.050 (Complaint based response) and TMC 6.08.150 (animal noises constituting a public disturbance) was added. The prohibition of roosters, peacocks and turkeys was deleted in TMC 6.08.060. The language “unless not warranted for specific commercial purposes” was deleted from TMC 6.08.070 (B)(2).

Per the Council’s request, exotic animals are allowed in the city, per TMC 6.08.080 (H), but only if permitted by the State of Oregon. Exotic animals are also allowed, per TMC 6.08.080 (B), which excludes a carnival, circus or special event, and, per subsection (C), which excludes the School District, animal shelters, veterinarian offices, private businesses, and personal temporary transport in the city, provided they comply with all applicable laws and regulations. Based on the Council raising the issue, wild animals consisting of non-venomous snakes, fish, lizards and other reptiles are permitted as an exception to the prohibition of wild animals, per TMC 6.08.080 (A). The commercial production of animals was declared a nuisance in TMC 6.08.120(A)(11), and per the definitions in TMC 6.08.020, excludes from the prohibition of commercial production on a commercial farm, the storing, caring for, raising or selling an animal for personal or household purposes, even if making money.

As the city is limited in staff, this draft Chapter, similar to TMC Chapter 6.04, Dogs, again allows the City’s employee to refer a case to Lincoln County for enforcement of its code in the city.

Fiscal Impact:	Fiscal Year:	GL Number:	
Unknown	2021-2022	N/A	

Attachment:

1. Draft Ordinance creating TMC Chapter 6.08

CITY OF TOLEDO
ORDINANCE NO. ____

AN ORDINANCE OF THE TOLEDO CITY COUNCIL CREATING AN ANIMAL ORDINANCE, CHAPTER 6.08, AND DECLARING AN EMERGENCY.

WHEREAS, the Toledo City Council has a duty to ensure and protect the public health, safety and welfare of all residents of Toledo; and

WHEREAS, the City Council recognizes that animals play an important part in many person's lives; and

WHEREAS, the general rule is that animals are considered personal property, and as such, a city wishing to regulate animals within its jurisdiction is empowered to do so under the city's police power; and

WHEREAS, the city must not violate an individual's constitutional due process rights by failing to establish proper hearing and appeal procedures; and

WHEREAS, because of issues that need current attention, the public welfare requires that this ordinance take effect immediately upon approval.

NOW THEREFORE, THE CITY OF TOLEDO ORDAINS AS FOLLOWS:

Section 1. Sections 2 through 26 of this ordinance are added to and made a part of the Toledo Municipal Code, Chapter 6.08, and creating a chapter entitled "Animals," as indicated.

Section 2. Section § 6.08.010 is added, to read as follows:

6.08.010 - Short Title.

This ordinance may be referred to as the "Animal Ordinance of the City of Toledo."

Section 3. Section § 6.08.020 is added, to read as follows:

6.08.020 – Definitions.

"Animal" means, excepting natural persons, any animate being which is endowed with the power of voluntary motion including but not limited to livestock, other mammals, fish and reptiles. Unless specified otherwise in this chapter, for the purposes of this chapter, dogs, as defined in TMC 6.04.030, are excluded from the definition of animals.

"Animal Control Officer" means Lincoln County's employee, who enforces the process in the Chapter 2 of the Lincoln County Code, which incorporates applicable Oregon Revised Statute (ORS) Chapter 609 provisions.

“City” means the City of Toledo.

“Commercial production of animals” means an owner of animals that is operating a commercial farm. “Commercial farm” means the land, buildings and support facilities that are used for the commercial production of animals or animal products used for food or fiber. A person storing, caring for, raising, or selling an animal or animal products, for personal or household purposes, even if making money, is not operating a commercial farm.

“Council” means the governing body of the city.

“Court” means the municipal court of the City of Toledo, Oregon, or other court of competent jurisdiction.

“Dangerous animal” means an animal that without provocation and in an aggressive manner inflicts serious physical injury or death on a person or other animal or is found to have been used as a weapon in the commission of a crime or is declared dangerous under this chapter.

“Derelict building” is any building or structure which is either:

1. Unoccupied and boarded; or
2. Unoccupied and unsecured.

“Exotic animal” means (1) Any member of the family Felidae not indigenous to Oregon, except the species *Felis catus* (domestic cat); (2) any nonhuman primate; (3) any nonwolf member of the family Canidae not indigenous to Oregon, except the species *Canis familiaris* (domestic dog); (4) any bear; and (5) any member of the order Crocodylia.

“Household animal” means any animal other than livestock or equines that is owned or possessed by a person.

“Livestock” includes, but is not limited to, cattle, llamas, sheep, goats, including pygmy, dwarf, and miniature goats, horses, swine, chickens and domestic fowl, including quails, pheasants, ducks, pigeons, and doves, or any fur-bearing animal. This definition does not include cats, dogs and animals kept within the family residence.

“Minimum care” means care sufficient to preserve the health and well-being of an animal and, except for emergencies or circumstances beyond the control of the owner, includes, but is not limited to, the following requirements:

1. Sufficient food to maintain the animal’s health.

2. Access to potable water to satisfy the animal's needs. Snow or ice is not an adequate water source.
3. Access to a barn, house or other enclosed structure for the protection of the animal.
4. Access to an exercise area on a regular basis as required for the health and well being of the animal.
5. Veterinary care to relieve distress from injury or disease.
6. Confinement area having adequate space and ventilation.

“Noxious odor” means any odor which disturbs a reasonable person of normal sensibilities.

“Officer” means any sworn police officer, or any person employed or appointed by the City Manager who is authorized to investigate and enforce violations relating to animal control or cruelty or otherwise under the provisions of this chapter.

“Owner” means any person, partnership, or corporation having a right of property in an animal or who harbors an animal or who has it in the care of the person, or acts as its custodian, or who knowingly permits an animal to remain on or about any premises occupied by the person.

“Person” includes any natural person, association, partnership, organization or corporation.

“Potentially dangerous animal” means an animal that *while at large*: 1) Without provocation, behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or household animal or livestock; or 2) Without provocation, causes physical injury to a household animal or livestock.

“Provocation” means any action or activity, whether intentional or unintentional, which would be reasonably expected to cause a normal animal in similar circumstances to react in a manner similar to that shown by the evidence. For example, where a person is abusing or tormenting the animal or other extenuating circumstances.

“Rodent-proof” means any building, structure or part thereof when it is constructed of concrete, metal or some equally impermeable material and in a manner that excludes a rat or mice therefrom.

“Sanitary condition” means a condition of good order and cleanliness to minimize the possibility of disease transmission.

“Wild animal” means a species of animal not usually domesticated, regardless of comparative docility or familiarity of the individual animal with humans, including species which are ferae

naturae. Wild animals include, but are not limited to, wolves, coyotes, bobcats, bears, foxes, deer, and cougars.

Section 4. Section § 6.08.030 is added, to read as follows:

6.08.030 - Purpose.

The purpose of these standards is to allow for increased opportunities for residential animal keeping and farming within the city limits, while encouraging compatibility within the city. Animal keeping is the practice of raising domesticated animals that are used primarily as food or product sources.

Section 5. Section § 6.08.040 is added, to read as follows:

6.08.040 - Construction and interpretation.

- A. This chapter is intended to regulate the control of animals within the city, establish penalties for violation, and provide for enforcement.
- B. The provisions of this chapter are intended to harmonize with Lincoln County Code, Chapter 2, Animal Control, and ORS Chapter 609, and as may be amended hereafter. If interpretation of any provision of this chapter is required in order to apply or enforce its requirements, the more restrictive provision shall apply.
- C. Dogs are not regulated by this chapter of the code, except for false reports as provided in TMC 6.08.070, animal noises constituting a public disturbance as provided in TMC 6.08.150, animal abuse and neglect as provided in TMC 6.08.180, forfeiture of ownership of abused animals in TMC 6.08.190, injury to animals by vehicles as provided in TMC 6.08.200, right of entry as provided in TMC 6.08.210, and warrant for seizure of animals in TMC 6.08.220.
- D. The City may investigate any complaint arising under this chapter and issue a citation for violation of any of its provisions as a civil infraction.

Section 6. Section § 6.08.050 is added, to read as follows:

6.08.050 – Complaint Based Response.

- A. Administrative and enforcement responses under this chapter are intended to be initiated on the basis of a complaint.
- B. Complaints may be filed by members of the public, by representatives of the City and by representatives of external agencies in a manner that shall be consistent with administrative operating guidelines.

- C. Anonymous complaints will not be accepted.
- D. Notwithstanding the provisions above in Subsection A., the City may choose to initiate administrative or enforcement activities when conditions are known or suspected to be present on a property, including an imminent hazard, danger to animals, public nuisance, or any other violation of this chapter exists.

Section 7. Section § 6.08.060 is added, to read as follows:

6.08.060 – Officer's authority to cite; refer to County.

- A. An officer shall determine whether a violation of any section or sections of this ordinance has occurred. The determination shall be based upon an investigation that includes observation of the location, the animals, or through the statements to an officer or other witnesses who personally observed the violation.
- B. An officer may refer animals to the county's animal control officer to be dealt with under the laws of the county, including impoundment, hearing, and humane destruction, as appropriate.
- C. The ability to refer a case to the county's animal control officer does not limit the officer's ability to investigate any complaint arising under this chapter, as the officer is specifically authorized to decide whether or not to refer, at any point in the enforcement process, a case to the county's animal control officer for impoundment and hearing pursuant to this section; and also does not limit the officer's issuance of a citation for violations of the other provisions of this ordinance.

Section 8. Section § 6.08.070 is added, to read as follows:

6.08.070 – False Reports.

- A. The initiation of a false report or providing an unsworn falsification to an animal control officer is prohibited.
- B. A person commits the offense of initiating a false report to an animal services officer if a person contacts the city, an officer or animal control officer, in person, by telephone, in writing, by facsimile or other means and reports a violation of this chapter, or chapter 6.04, Dogs, that the reporting person knows to be false; or
- C. A person commits the offense of unsworn falsification to an animal services officer if they knowingly or with reckless disregard make a false statement of material fact or law, or willfully misleads, misinforms, threatens, or deceives an employee of the

city, an officer or animal control officer concerning any material and relevant matter relating to a citation, case, call for service or incident.

- D. The offenses specified in subsections B. and C. of this section are punishable as a Class A violation.
- E. For purposes of this section, dogs, as defined in TMC 6.04.030, are included in the definition of animals, so can be the subject of a false report.

Section 9. Section § 6.08.080 is added, to read as follows:

6.08.080 – Livestock, Wild Animals, and Exotic Animals.

- A. Prohibited Animals. No person shall cause or allow the keeping of the following animals on real property within the City:
 - 1. Exotic animals, except as provided in Subsection H of this Section; or
 - 2. Wild animals, except for non-venomous snakes, fish, lizards, and other reptiles.
- B. The provisions of subsection A. of this section shall not apply to wildlife and exotic animals in a humane environment under trained supervision for which a permit has been issued for a carnival, circus, or special event.
- C. The provisions of subsection A. of this section shall not apply to wildlife and exotic animals in a humane environment located in facilities of the Lincoln County School District, animal shelters, veterinarian offices, private businesses for the sale of pets, or persons temporarily transporting such animals through the City, which comply with all applicable federal, state, and local regulations regarding the possession, sale, housing, and inoculations for such wildlife and exotic animals.
- D. The premises where the animals will be kept are maintained in a sanitary condition and adequately enclosed from other person's property.
- E. The premises lie not less than 200 feet from any structure used for human occupancy or, in the alternative, the occupant and owner of such structure have agreed in writing to the applicant's keeping of the animals.
- F. The animals shall not present an unreasonable risk of danger to other persons or property. The owner shall relocate or otherwise dispose of such animals if the person responsible for enforcing this ordinance or the county's animal control officer finds that the animals pose an unreasonable threat to the health or safety of the public.

- G. The premises where the animals will be kept do not violate any City zoning or development ordinances.
- H. Exotic Animals are allowed within the City, but only if the owner of the animal can show proof of a valid permit for keeping of exotic animal, issued under ORS 609.341, or issued as provided in ORS 609.351, or the animal meets one of the exceptions to the permit requirement under ORS 609.345. The owner of any exotic animal has an obligation to provide a copy of the permit issued to the City's police department within 30 days of the issuance of the permit. Failure to provide a copy of the permit is a Class A violation. Except as provided in this subsection, all other exotic animals are prohibited within the City and declared a public nuisance.
- I. An appeal of a decision of the officer or council pursuant to this section must follow the appeals procedure set out in section 6.08.160 of this Ordinance.

Section 10. Section § 6.08.090 is added, to read as follows:

6.08.090 – Owner's duties.

A. Disease Control.

1. No owner shall permit any animal that is afflicted with a communicable disease to come in contact with another animal or human that is susceptible to the affliction other than medical personnel for treatment.
2. Any owner of an animal shall remove excrement or other solid waste deposited by that animal on maintained areas of public property, and on private property not owned or under the control of the owner, unless posted otherwise.
3. Excrement, waste and contaminants shall be removed from confinement areas as often as necessary to prevent parasite contamination, reduce disease hazards and minimize odors.

B. Animal Housing and Restraint. If appropriate to the type of animal:

1. Animal housing structures shall be adequately constructed and maintained in good repair to protect both the animal and the public from injury, safely confine any animal housed therein, and prevent entry of other animals that may be dangerous to the animals within the enclosure.
2. Housing structures shall be dry and adequately sealed to prevent cold air and moisture from entering the enclosure. The primary enclosure for animals shall be of sufficient size to permit each animal housed therein to stand freely, sit, turn around and lie in a normal position.

3. Confinement areas shall provide protective shading and adequate shelter areas designed to minimize harmful exposure to weather conditions for those animals not acclimatized to the environment.
4. When restraining devices are used in connection with a confinement area intended to permit movement outside the housing structure, such devices shall be adequate in strength and installed in a manner to prevent entanglement with the devices of other animals or objects, and shall be fitted to the animal by a harness or well-fitted collar, other than a choke type collar, and shall not be shorter than three times the length of the animal as measured from the tip of its nose to the base of its tail.

C. Running at Large Prohibited. No animal shall be permitted to run at large.

D. Minimum Care. No owner shall maintain an animal without providing minimum care.

Section 11. Section § 6.08.100 is added, to read as follows:

6.08.100 - Public duties.

- A. Aiding Injured Animals. Any person operating a vehicle, as defined by the Motor Vehicle Act of the state of Oregon, who runs over, strikes, injures, maims or kills an animal shall immediately stop, render care, and notify the owner of the animal, if known, or notify any law enforcement agency with jurisdiction in the area of the incident, and remain at the scene until released by said law enforcement agency.
- B. Refusing to Assist an Officer. A person commits the offense of refusing to assist an officer if, upon command by an officer known by the person to be an officer, the person unreasonably refuses or fails to assist in effecting an authorized action or prevents another from effecting an authorized action.
- C. Interference with an Officer. It shall be unlawful for any person to interfere with or hinder an officer while that officer is enforcing this ordinance.

Section 12. Section § 6.08.110 is added, to read as follows:

6.08.110 - Prohibited activities.

- A. Animals at Large. It shall be unlawful for an owner to permit, either by negligence or by intention, any animal to run at large.

- B. Dangerous Animals. It shall be unlawful to keep in the city any animal that is deemed dangerous, except for an animal referred into the county animal control process that has been put on parole under LCC 2.720.
- C. Public Nuisances. It shall be unlawful to keep or maintain within the city any animal that has been deemed a public nuisance pursuant to TMC 6.08.120.
- D. Illegal Killing. Except as allowed by statute or state regulation:
 - 1. No person shall knowingly or recklessly kill an animal not owned by that person without the permission of the owner, unless a reasonable person in the same or similar circumstances would have been put in fear of imminent death or serious physical injury of a person or animal. It is only reasonable if the actions in response to the threat were limited to the least restrictive means to avoid the potential harm or injury. If not the least restrictive means, it is not necessary for the protection and safety of a person or animal and not a justified killing under this chapter.
 - 2. No person shall knowingly place food of any description containing poison or other injurious ingredients in any area reasonably likely to be accessible to any animal, except for pests and rodents or as otherwise permitted by law.
 - 3. No person shall set any traps, either restraining or killing traps, including foot-hold traps, snares, instant-kill traps, or conibears, that are designed to kill, injure or maim an animal, except for pests and rodents or as otherwise permitted by law.

Section 13. Section § 6.08.120 is added, to read as follows:

6.08.120 - Animal Nuisances.

- A. An animal other than a domestic cat is a nuisance if it:
 - 1. Bites, injures or attacks a person without provocation;
 - 2. Places a person in reasonable fear of imminent physical injury, without provocation;
 - 3. Injures or kills an animal belonging to a person other than the owner or keeper of the animal;
 - 4. Is trained for or used in animal fighting;
 - 5. Disturbs any person by frequent or prolonged noises, plainly audible from inside any neighboring building, vehicle or residence, as described in TMC 6.08.160.

6. Damages or destroys property belonging to a person other than the owner or keeper of the animal;
 7. Is found repeatedly running at large within the city;
 8. Has offensive or noxious odors which can be detected from an adjoining street, yard, or residential unit from the real property where the animal is kept is present through the negligence of the owner by failing to maintain the premises in a sanitary manner;
 9. Any dangerous animal which is exposed to the public is a nuisance;
 10. Any exotic animal that is not permitted to be kept within the city limits under Subsection H of Section 6.08.080 of this chapter; or
 11. Any commercial production of animals, as that term is defined, as evidenced by a business license or other operating business, which noise, smell, housing, safety of animals, and risk of damage to the property of the neighbors, is declared a nuisance.
- B. It shall be unlawful for any person being the owner of any animal to permit the animal to be a public nuisance as defined in this chapter.
- C. The City Council may direct the removal of any animal or group of animals from the City which are deemed to be a public nuisance.
- D. An appeal of a decision pursuant to this section must follow the appeals procedure set out in section 6.08.160 of this ordinance.

Section 14. Section § 6.08.130 is added, to read as follows:

6.08.130 - Rodent control—Conditions attracting rats prohibited.

- A. No owner or person in charge of property shall allow conditions to exist thereon or therein, which attract or are likely to attract, feed or harbor rats or mice. The conditions prohibited by this section are nuisances and subject to abatement as provided in this code.
- B. All portions of every building or other structure, other than residences, in which handling, storing or keeping any substance on which rats and mice can feed shall be rodent-proof.
- C. All garbage or refuse consisting of waste material upon which rats or mice may feed shall be placed in covered rodent-proof containers of a type prescribed by the person enforcing this section, until collected by garbage haulers.

Section 15. Section § 6.08.140 is added, to read as follows:

6.08.140 - Nuisances – Additional remedies.

- A. The city may, as an alternative to other remedies, institute injunctive or other appropriate proceedings to prevent, enjoin temporarily or permanently, or remove a nuisance that is in violation of this chapter.
- B. The abatement of a nuisance is not a penalty for violation of this chapter, but is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance; however, abatement of a nuisance within 10 days of the date of notice to abate or, if written protest has been filed, then abatement within 10 days of council determination that a nuisance exists will relieve the person responsible from the imposition of any forfeiture or fine under TMC 6.08.230.

Section 16. Section § 6.08.150 is added, to read as follows:

6.08.150 - Animal noises constituting a public disturbance.

- A. It is declared a nuisance for any person possessing or owning an animal or fowl to allow to originate from the property sounds or combination of sounds, by frequent or prolonged noises, plainly audible from inside any neighboring building, vehicle or residence, not located on the owner's property, which unreasonably disturb or interfere with the peace, comfort or repose of another for more than 15 minutes in any one-hour period of any day, and is documented by three or more separate episodes of such noise in a sequential seven-day period. These would include loud and raucous, or frequent repetitive, or continuous sounds created by animals or fowl, such as barking, howling, braying, quacking or crowing. It is not a nuisance under this section if the animal was intentionally provoked by a person to make such noise.
- B. The person enforcing this chapter, in that person's sole discretion, may decide whether or not that person will personally complete the documentation of frequent or prolonged animal noises, or rely on the documentation completed by a neighbor, based on all of the circumstances, including the perceived veracity and truthfulness of one or more witnesses interviewed about the animal.
- C. For purposes of this section, dogs, as defined in TMC 6.04.030, are included in the definition of animals.

Section 17. Section § 6.08.160 is added, to read as follows:

6.08.160 – Appeals.

- A. Any person aggrieved by a decision of the officer, under this ordinance, may seek review of the decision by filing a written appeal with the City Council not more than 15 business days after receiving notice of the decision. The written appeal shall state:

1. The name and address of the appellant;
 2. The reason given by the City for its decision; and
 3. The reason the determination is incorrect.
- B. The City Council shall hold a meeting within 30 days of a timely and complete written appeal to hear and determine the appeal on the basis of the appellant's written statement and any additional evidence the Council deems appropriate. If the Council decides to take oral argument or evidence at the hearing, the appellant may present testimony and oral argument personally or by counsel. The rules of evidence as used by courts of law do not apply. The appellant shall have the burden of proving the error in the officer's determination. The City Council shall issue a written decision within 20 business days of the hearing date; provided, however, the City Council shall not review the actions or decisions of the county after an animal has been referred into Lincoln County process.
- C. The City Council may include requirements that the animal's owner pay restitution to the victim, improve the animal confinement area, or any other requirement that the Council deems reasonable under the circumstances, including costs incurred or damages to person or property, based on the strict liability, for escape or injury caused by exotic animals pursuant to ORS 609.329.
- D. The city's actions or decisions are appealable to the Toledo Municipal Court, or other court of competent jurisdiction under a Writ of Review or Writ of Mandamus process.
- E. The county's actions or decisions are only appealable pursuant to county or state law.

Section 18. Section § 6.08.170 is added, to read as follows:

6.08.170 – Consent to County regulations.

Except as this chapter may be enforced by a person appointed by the City Manager, the Council hereby consents to the application and enforcement of all County animal control ordinances currently in effect or adopted hereafter.

Section 19. Section § 6.08.180 is added, to read as follows:

6.08.180 - Animal abuse and neglect.

- A. No owner or person in charge of an animal shall fail to provide his animal with food, drink and protection from the elements; nor shall he fail to keep in a clean and sanitary condition the facilities where his animal is kept.

- B. No person shall put out or place poison where the same is likely to harm domestic animals.
- C. No person shall abandon, overwork, torture, beat, mutilate or cruelly or needlessly kill an animal; nor shall the owner or person in charge of an animal transport his animal or permit it to be transported in a cruel and inhumane manner.
- D. Except as otherwise permitted by code, no person shall fire or discharge a firearm, air gun, compound bow, or other similar device, or throw a missile at an animal, with the intent to injure or kill the same.
- E. For purposes of this section, dogs, as defined in TMC 6.04.030, are included in the definition of animals.
- F. Violations of this section will constitute a Class A infraction.

Section 20. Section § 6.08.190 is added, to read as follows:

6.08.190 - Forfeiture of ownership of abused animals.

- A. In addition to any other penalty it may impose, a court may require a person found in violation of a civil infraction described in section 6.08.150 to forfeit any rights of the defendant in the animal subject to abuse, neglect, or abandonment, and to pay the reasonable costs incurred by any person or agency prior to judgment in caring for each animal subjected to abuse, neglect or abandonment.
- B. If the court orders the defendant's rights in the animal to be forfeited, the court may further order that those rights be given to the animal regulation authority for further disposition. This subsection shall not constitute or authorize any limitation upon the right of the animal regulation authority. A transfer of right under this subsection constitutes a transfer of ownership.
- C. For purposes of this section, dogs, as defined in TMC 6.04.030, are included in the definition of animals.

Section 21. Section § 6.08.200 is added, to read as follows:

6.08.200 - Injury to animals by vehicles.

- A. Any person operating a vehicle, as defined by ORS 801.590, who runs over, strikes, injures, maims or kills any animal shall immediately stop and render aid to the animal if it is injured, or provide for disposition of the carcass, if it has been killed. The person shall make a prompt and diligent inquiry to determine the owner of the animal, and to notify the owner of the occurrence.

- B. For purposes of this section, dogs, as defined in TMC 6.04.030, are included in the definition of animals.

Section 22. Section § 6.08.210 is added, to read as follows:

6.08.210 – Right of entry.

- A. Any officer, including an animal control officer, shall have the right of entry upon private land to interact with, observe, or seize an animal in the course of the officer's duties in enforcing the provisions of this ordinance, but such officer shall not enter into any building or dwelling without legal authorization or permission of the owner or occupant of the premises, except as required to protect life and property.
- B. For purposes of this section, dogs, as defined in TMC 6.04.030, are included in the definition of animals.

Section 23. Section § 6.08.220 is added, to read as follows:

6.08.220 – Warrant for Seizure of Animals.

- A. Any member of the Toledo Police Department, including community service officers, may apply to the Toledo Municipal Court or other court of competent jurisdiction for a warrant under chapter 1.16 authorizing the search for and seizure of any animal that violates an provision in this chapter, or chapter 6.04, Dogs, including, but not limited to, it is a prohibited animal under TMC subsection A. of 6.08.080, dangerous under TMC subsection B. of 6.08.110, a nuisance under TMC 6.08.120, or for forfeiture of ownership under TMC 6.08.190. The Toledo Municipal Court Judge or other court of competent jurisdiction may issue the warrant based on a prima facie case that the violation has occurred.
- B. Nothing in this section is intended to limit the search and seizure authority of City police officers otherwise provided by law.
- C. For purposes of this section, dogs, as defined in TMC 6.04.030, are included in the definition of animals.

Section 24. Section § 6.08.230 is added, to read as follows:

6.08.230 - Violation—Penalty.

- A. Separate Violations. Each day's violation of any section of this ordinance constitutes a separate offense.

- B. Violation of Sections. Violation of any section of this ordinance is a class "C" violation, unless otherwise specified.
- C. Repeat Offenses. Second and subsequent violations of the same chapter of this ordinance that occur within a twelve month period are a class "B" violation, unless otherwise specified.
- D. Amount. Violations shall be in those forfeiture amounts designated in TMC 1.20.070.

Section 25. Section § 6.04.240 is added, to read as follows:

6.08.240 – Severability Clause.

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part of this ordinance shall not affect the validity of the remaining parts to this ordinance.

Section 26. Section § 6.04.250 is added, to read as follows:

6.08.250 – Savings Clause.

A prosecution that is pending on the effective date of this ordinance and arose from a violation of an ordinance repealed by this ordinance, or a prosecution started within one year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance, shall be tried and determine exactly as if the ordinance had not been repealed.

Section 27. Section § 6.08.260 is added, to read as follows:

6.08.260 – Emergency Clause.

This ordinance being necessary for the immediate preservation of the public welfare, health and safety, an emergency is declared to exist and this ordinance shall take effect upon its passage.

This Ordinance adopted by the Toledo City Council this ___ day of _____, 2023.

APPROVED:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	December 21,2022	Approve Architectural Design Proposal by Scott Edwards Architecture for Exterior repairs to new Public Safety Building
Council Goal:	Agenda Type:	
Make progress toward financing and completing the Toledo Public Safety Building	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager J. Richter	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve the Scott Edwards Architecture proposal of approximately \$50,000 for Exterior Repairs to the new Public Safety Building and authorize City Manager to sign.

Background:

The new Public Safety Building is past due on repairs to the exterior of the building – roofing and siding. Scott Edwards Architecture has been asked to provide proposal for not only replacement of roofing and siding but seismic retrofit at the same time. This is in preparation of the other seismic repairs needed for the interior of the building. The exterior retrofit is estimated at \$570,000 of which \$550,000 has been previously budgeted. Sid Scott will manage the bidding and construction of the project.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2022-2023	N/A

Attachment:

1. Scott Edwards Architecture Proposal for Exterior Repairs



November 22, 2022

Judy Richter, City Manager
City of Toledo
City Hall
206 N. Main Street
Toledo, Oregon 97391
Email: Judy.Richter@cityoftoledo.org

**Proposal for Exterior Repairs – Future Toledo Public Safety Facility
Architectural Design Proposal**

Dear Judy;

I appreciate the opportunity to submit this proposal for professional design services for the exterior repair work for the future Toledo Public Safety Facility.

I. Understanding of the Project

- A. Exterior repair work for the existing building located at 222 NE US-20, Toledo, Oregon. The City is considering future plans to convert the former bank building into a new Public Safety Facility per concept design prepared by our office and dated 2/10/20 and the Seismic Evaluation Report dated 11/9/18.
- B. The intent of the project is to repair and seal up the exterior envelope of the building to prevent further deterioration due to water intrusion. Upon evaluation of the project budget, the scope may include:
 - a. Demolition of the existing drive thru and front entry cover.
 - b. Removal and replacement of siding and roofing
 - c. Install seismic upgrades to exterior walls and roof framingPending how far the budget will go to make the necessary repairs, consideration will be given to replacement of windows and doors based on their location to accommodate the future layout of the building.
- C. The project delivery method will be design-bid-build via the City's public bidding requirements.
- D. Services to be provided include architectural and structural design and engineering for the exterior repairs of the building only.
- E. The project budget is \$570,000.

II. Scope of Services

- A. Construction Documents:
 - 1. Based on the approved concept plans prepared by our office, we will provide design, technical detailing and drafting for construction drawings for the exterior improvements including:
 - a. Cover sheet
 - b. Architectural site plan
 - c. Demolition building plans and elevations
 - d. Proposed building plans and elevations
 - e. Roof plan
 - f. Building section
 - g. Roof and wall details
 - h. Structural plans and details
 - i. Window and door schedules
 - j. Project specifications

Deliverables: Construction Documents for permit, bid and construction.

B. Permit and Bidding:

Assist the City with issuing plans for public bidding and building permit application. Services include:

1. Assist in the application for the general building permit.
2. Assist in issuing plans for bidding.

C. Construction Administration:

Work with the City to manage the construction process based on the following services:

1. On-site construction observation meetings with the project team members to review construction for general conformance with the construction documents and project schedule. Assume 3 meetings.
2. Issue revisions to the construction documents as required.
3. Review submittals and respond to RFI's.
4. Conduct final punch list review and monitor completion of punch list items.
5. Close out project.
6. Conduct a walk through prior to expiration of the one-year general construction warranty. Notify the General Contractor of warranty work to be completed and monitor work.

III. **Exclusions**

- A. Site and Alta Land Survey
- B. Geotechnical Survey (Soils report)
- C. Environmental Studies (wetlands, hazardous materials, etc.)
- D. Off-site improvements
- E. Change of building occupancy requirements
- F. Construction cost estimating
- G. Land Use Application
- H. Interior design, mechanical, electrical, plumbing (MEP), civil, landscape design and engineering
- I. Low voltage systems (telephone, data, security, paging, audio/visual)
- J. Structural engineering and design beyond the exterior of the building

IV. **Fees**

We propose to provide the services outlined in the Scope of Services section II. on a Time and Materials basis per the following not-to-exceed fees:

A.	Construction Documents	\$29,750
B.	Permit and Bidding	\$ 6,500
C.	Construction Administration	\$ 9,600

Total Fee	\$45,850
(Not including reimbursable expenses)	

Reimbursable Expenses:

All printing costs, plotting, shipping, travel, long distance communication and jurisdictional application fees paid on your behalf are billed at 1.10 times our direct expense. I estimate this to be \$2,000 for your project.

A. Additional Services and Billing Rates:

Services requested beyond those included in this proposal shall be considered extra services and will be billed at the hourly rates listed below.

Hourly Rates:

Principal	\$220/hour
Project Architect	\$160/hour
Project Manager	\$150/hour
Designer/drafter	\$100/hour
Structural Engineer	\$190/hour

V. **Terms of Service**

Except as described herein, our agreement will be as outlined in Exhibit A - Terms and Conditions (attached to this document).

I appreciate the opportunity to submit this proposal and look forward to working with you on this project. If the contents of this proposal are acceptable to you, please sign below and return one copy to my office to authorize work to begin.

Sincerely,

SCOTT EDWARDS ARCHITECTURE, LLP



Sid L. Scott, AIA
Principal

Authorization

Date

TERMS & CONDITIONS

01 AGREEMENT: These Terms and Conditions and the attached Scott|Edwards Architecture, L.L.P. (hereinafter S|EA) proposal letter or other document to which these Terms and Conditions are attached or incorporated constitute the sole and entire Agreement between S|EA and the Client relating to the Project. This Agreement supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms or conditions shall apply.

02 STANDARD OF CARE: The services provided by S|EA under this Agreement ("services") will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. S|EA makes no warranty, express or implied, with respect to the services.

03 INDEMNITY: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless S|EA, its officers, directors, employees, agents and subconsultants from and against all damage, liability and costs, including reasonable attorney's fees and costs, at trial, arbitration and on appeal, arising out of or in any way connected with this Agreement or the Project, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of S|EA.

04 NON-RESPONSIBILITY: S|EA shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond S|EA's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove S|EA's service promptly, or due to late, slow, or faulty performance by Client, Client's consultants, contractors, or governmental agencies.

05 CLIENT INFORMATION: Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect of all aspects of the Project; examine S|EA submissions; respond promptly to S|EA; and give prompt written notice to S|EA whenever Client observes or otherwise becomes aware of any defect in the services. S|EA has a right to rely on information provided by Client.

06 PAYMENT: Fees and reimbursable expenses will be billed monthly as services are performed on either a percentage complete basis or on a time and materials basis. Hourly rates shall be adjusted in accordance with S|EA's and S|EA's consultants' normal annual review practices. Invoices shall be due upon receipt and shall be delinquent if not paid within 60 days of invoice. Delinquent invoices shall bear interest at the rate of 1½ percent per month (but not exceeding the maximum allowable by law) until paid. Payments received shall be first applied to interest and then to the unpaid principal balance.

07 REIMBURSABLE EXPENSES: Client shall pay the cost of reimbursable expenses, such as printing, postage, presentation materials requested by the Client, checking and inspection fees, zoning and annexation application fees, assessment fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, transportation, and other similar project-related expenses. Any such fees paid by S|EA on behalf of Client shall be reimbursed, along with other reimbursable expenses, as invoiced.

08 SITE CONTROL: S|EA and its personnel shall have no authority or responsibility to exercise any control over any construction contractor

or other entity in connection with their work or any health or safety precautions associated with the Project. Client warrants that its contractor shall be solely responsible for job site safety, means and methods and that this intent shall be made evident in Client's agreement with its contractor. Client also warrants that Client, S|EA, and S|EA's consultants, and their respective officers, directors and employees shall be indemnified from and against claims, damages, costs and expenses arising from the contractor's execution of work on the Project, and shall be made additional insureds under the contractor's General Liability Insurance Policy and Builder's Risk Policy.

09 DOCUMENT OWNERSHIP: All reports, plans, specifications, field data and notes, and other documents including all documents on electronic media, prepared by S|EA as instruments of service shall remain the property of S|EA. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project; however such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. Any reuse or modification of the documents, without the prior written authorization of S|EA shall be at Client's sole risk and without liability to S|EA, its independent professional associates or consultants. Client agrees, to the fullest extent permitted by law, to indemnify and hold S|EA harmless from any claim, cause of action, liability or cost (including reasonable attorney's fees and defense costs at trial, arbitration and on appeal) arising out of or allegedly arising out of any unauthorized reuse or modification of the documents by Client or any person or entity that acquires or obtains the documents from or through Client without S|EA's written authorization.

9.1 S|EA and its consultants shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document or deliverable under this Agreement. Construction Documents and other deliverables shall be delivered by S|EA and its consultants as a traditional two-dimensional set of plans. S|EA shall share its CAD file or BIM model with Client or contractor for their convenience, and subject to S|EA's standard Electronic Document Release.

10 COST ESTIMATES: In providing opinions of probable construction costs, Client understands that S|EA has no control over cost or the price of labor, equipment, or materials or over any contractor's method of pricing, and the opinions of probable construction costs provided by S|EA are to be made on the basis of S|EA's qualifications and experience. S|EA makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs of the work estimated.

11 HAZARDOUS MATERIALS: Client acknowledges that S|EA's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event S|EA, or any other party, encounters these materials at a job site or in adjacent areas which may affect S|EA performance of services, S|EA may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist(s), consultant(s), or contractor(s) to identify, abate and/or remove the asbestos, hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. Client agrees to the fullest extent permitted by law to indemnify and hold harmless S|EA, its officers, directors, employees, agents, and subconsultants, from and

against any and all claims, allegations, suits, liabilities, damages, and costs, including reasonable attorneys' fees and costs, at trial, arbitration or appeal, arising out of or in any way connected with the detection, presence or handling, removing, abatement or disposal of any asbestos, hazardous or toxic substances, products and materials, on, about or adjacent to the job site.

12 TERMINATION-SUSPENSION: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle S|EA to either suspend performance of services until such delinquency is cured or, so long as such delinquency persists, terminate this Agreement upon five (5) day written notice without liability. This Agreement may otherwise be terminated by either party upon thirty (30) day written notice to the other in the event of a material breach by the other. In the event that the Client becomes bankrupt or insolvent, S|EA may terminate this Agreement without liability for direct, consequential or any other type of damages. This Agreement may otherwise be terminated for convenience by either party upon seven (7) day written notice. In the event of termination, Client shall promptly pay S|EA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provision of this Agreement.

13 THIRD-PARTY BENEFICIARY: Nothing in this Agreement shall create a contractual relationship with, nor a cause of action in favor of, a third party against either Client or S|EA. S|EA services under this Agreement are performed solely for Client's benefit, and no other entity shall have any claim against S|EA because of this Agreement or the performance or non-performance of services hereunder.

14 OREGON LAW: This Agreement is to be governed by and interpreted under the laws of the State of Oregon. Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect.

15 ASSIGNMENT: Neither the Client nor S|EA shall assign its interest in this Agreement without prior written consent of the other.

16 WAIVER: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

17 NO PERSONAL LIABILITY: S|EA's directors, officers, agents, shareholders and employees shall have no liability for claims arising under this Agreement or from the performance of services by S|EA. Client shall look solely to the assets of S|EA, including available insurance, for the satisfaction of any judgment or award from any claim arising from this Agreement.

18 LIMITATION OF LIABILITY: To the fullest extent permitted by law, the total aggregate joint, several and individual liability of S|EA (including its officers, directors, partners, and employees if Item 17 of this Agreement is not enforceable) and its consultants to Client and anyone claiming by, through or under Client, as well as to any successor, assignee, beneficiary, or indemnitee of, or under this Agreement, for any claims, losses, costs or damages ("Liabilities") whatsoever, arising out of, resulting from, or in any way related to the Project, this Agreement, or the services provided pursuant to this Agreement, from any cause or causes, including but not limited to negligence, professional negligence, malpractice, strict liability, vicarious liability, breach of contract, breach of warranty, indemnity, or contribution, shall be limited in the aggregate for any and all claims to the proceeds of any insurance policy or policies that funds any settlement, award or verdict, up to the coverage limit of such policy or policies. Client may negotiate a different limitation of liability for an additional fee.

19 CONSEQUENTIAL DAMAGES: Neither S|EA nor S|EA directors, agents, employees, representatives, or subconsultants, shall be liable to Client for any indirect, special, incidental, consequential or exemplary damages arising out of, or in connection with, the performance of services under this Agreement, whether in an action based upon contract, delay, negligence, strict liability, negligent misrepresentation or otherwise.

20 DISPUTE RESOLUTION:

20.1 MEDIATION: Should any dispute arise between Client and S|EA under this Agreement, it is agreed that such dispute will be submitted to a mediator, agreed to and compensated equally by the Parties, prior to commencement of arbitration or litigation. Mediation will be conducted in Portland, Oregon. Both Parties agree to exercise their best efforts and good faith to resolve all disputes in mediation.

20.2 ARBITRATION: Subject to the obligation to mediate in good faith, the Parties agree promptly to arbitrate any dispute between them utilizing the procedures set out under Oregon's Uniform Arbitration Act (36.000). Such arbitration shall be mandatory and binding. The Parties shall agree on a single arbitrator. In the event that the Parties are unable to agree to the mutual appointment of an arbitrator, the arbitrator may be appointed per ORS 36.645 (appointment by the court). The arbitrator's award shall be final and binding. Judgment may be entered upon it in accordance with the applicable law of any Court having jurisdiction over the Parties.

20.3 CONSOLIDATED ARBITRATION: The Parties agree to consolidate any arbitration between them with the arbitration of any related dispute between the Client and the general contractor for this Project. Client shall include in its contract with the general contractor a provision requiring mandatory arbitration of disputes arising out of the Project and consolidation with any related arbitration between Client and S|EA. S|EA shall attempt to obtain a substantially identical consolidated arbitration provision in its contracts, if any, with its subconsultants. Client shall require its general contractors to obtain a substantially identical consolidated arbitration provision in the contract with each of its subcontractors.

20.4 VENUE: Any arbitration held pursuant to this provision shall be held in Portland, Oregon.

20.5 NO LIMITATIONS OF RIGHTS OR REMEDIES: This alternative dispute resolution clause shall not preclude either party from filing a statutory construction lien or from commencing an action to foreclose the lien, but the foreclosure case shall be stayed pending issuance of the arbitrator's award. The award shall be binding in the foreclosure case as to all matters determined in the arbitration, and the lien may then be foreclosed to the extent permitted by law.

It is understood that the terms "Client" and "Owner" are considered to be interchangeable in this and any proposal or other document to which these Terms and Conditions are incorporated or to which it is attached.

By initialing, Client hereby agrees to these Terms and Conditions.

Initial Here: _____

By: _____
Printed Name

Date: _____

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	December 21, 2022	Consider approval of agreement between the City and the Toledo Public Safety Association
Council Goal:	Agenda Type:	
Not Applicable	Decision Items	
Prepared by:	Reviewed by:	Approved by:
City Manager J. Richter	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to ratify the Toledo Public Safety Association (TPSA) Collective Bargaining Agreement retroactive to July 1, 2022.

Background:

The negotiating team met with the TPSA to consider a new contract. The terms and costs of the contract were discussed and accepted by both organizations. The bargaining unit has ratified the contract as presented.

Fiscal Impact:	Fiscal Year:	GL Number:
Unknown	2022-2023	N/A

Attachment:

1. Copy of the Toledo Public Safety Association Collective Bargaining Agreement

Redline Draft of Tentative Agreement

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Redline Draft of Tentative Agreement
December 15, 2022

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AGREEMENT BETWEEN

CITY OF TOLEDO

and

TOLEDO PUBLIC SAFETY ASSOCIATION

EXPIRES - JUNE 30, ~~2022~~ 2025

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PREAMBLE**ARTICLE 1. AGREEMENT AND PURPOSE**

This Agreement is entered into between the City of Toledo, Oregon, hereinafter referred to as the "City" and the Toledo Public Safety Association, hereinafter referred to as the "Association," for the period of July 1, ~~2019~~ 2022, through June 30, ~~2022~~ 2025. This Agreement shall continue in full force and effect during the period of negotiations for a successor agreement.

It is the purpose of this Agreement to set forth the full and complete Agreement between the parties.

ARTICLE 2. RECOGNITION

Section 1. Recognition. The City recognizes the Association as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours, benefits, and related terms and conditions of employment.

Section 2. Scope of the Bargaining Unit: The bargaining unit covered by this contract consists of all regular full and part-time Emergency Services employees of the City who regularly work twenty (20) hours or more per week, the classifications of which are set forth in Schedule A of this Agreement. The bargaining unit excludes management, temporary, casual and seasonal employees and those who are supervisory or confidential as defined by ORS 243.650.

Section 3. Definitions. For the purposes of this Article, it is agreed that the following definitions shall apply:

Casual Employee - An employee whose employment is on an intermittent or as-needed basis not to exceed 120 hours a month for four consecutive months, unless both parties mutually agree to an extension. (Often as substitutes for regular employees off on leave or as a fill-in during an emergency.)

Employee – A person who works for the City and who is covered by this agreement as stated in Section 2 above.

Part Time Employee – A non-temporary, non-casual and non-seasonal employee regularly scheduled to work at least twenty (20) hours but less than forty (40) hours per week.

Seasonal Employee - An employee hired to fill a position whose scheduled work and length of service is determined by seasonal demands not to exceed six months.

Temporary Employee - An employee who is hired either for an indefinite period of time or for a specific project, not to exceed four (4) months. In either event, a temporary employee has no reasonable expectation of continued employment beyond the specified period or project.

Section 4. New Classifications. The City shall give the Association notice when they create a new position that is not listed in Appendix "A" of this Agreement or when they substantially

change the description of an existing job classification. Such notice shall include a position description, a salary rate, and a statement as to whether or not the City believes the position belongs in the bargaining unit.

Upon receipt of such notification, the Association shall have thirty (30) days in which to notify the City in writing of its desire to enter into negotiations over the rate of pay which the City has assigned to the classification. If there is a disagreement over whether or not the position belongs in the bargaining unit, the Association may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

ARTICLE 3. NONDISCRIMINATION

The City and the Association and the employees jointly recognize that they are required by law not to discriminate against any person by reason of union membership or non-membership, age, gender identity, race, religion, color, national origin, political affiliation, marital status, sexual orientation or disability, as defined by Oregon Revised Statutes. The City and the Association also recognize that the law makes provision for bona fide occupational qualifications and requirements.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Association are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions, and rights not specifically limited by the Agreement.

The City shall have no obligation with the Association with respect to the exercise of its discretion and decision-making.

Section 2. Rights Defined. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit, except as those may impact mandatory subjects of bargaining.
- B. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with, regards thereto.

- D. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures, except as those may impact mandatory subjects of bargaining. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by written work rules, existing or future so long as such is not in contradiction with this Agreement.
- E. To manage and direct the work force, including, but not limited to: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment or supplies; and (e) the right to develop work rules not inconsistent with terms of this Agreement, except as those may impact mandatory subjects of bargaining.
- F. To discipline, suspend, demote or discharge non-probationary employees so long as such action is for just cause, and in compliance with due process and the provisions of this Agreement.
- G. To subcontract out work in instances in which the City determines that to do so would be more efficient, or would be more cost effective, and/or would result in an end result of higher quality. If subcontracting would result in layoff or reduction of regular hours of bargaining unit members, the City will provide thirty (30) days' notice, including a cost benefit analysis to the Association. The Association may request to bargain the impact of the City's decision. The City has a right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 5. ASSOCIATION SECURITY AND CHECK OFF

Section 1. Association Membership. Membership or non-membership in the Association shall be the individual choice of employees covered by this contract.

Section 2. Dues deduction authorizations and revocations. The parties agree that both need current copies of dues deduction authorization and revocation forms from Association members. The Association shall be solely responsible to distribute, collect, forward copies of and preserve the originals of such forms. Within five (5) business days of receiving completed forms, the Association shall forward to the City complete, legible copies of dues deduction authorization and revocation forms, signed and dated by the employee showing the employee's printed name and the amount the employee authorizes or no longer authorizes the City to deduct and forward as membership dues. The Association shall be responsible to inform its members of all the terms of Association membership, including dues deductions. The City may answer technical questions about dues deductions but will direct bargaining unit employees with questions about the terms of membership to the Association.

Section 3. The City agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Association. The first full

calendar month of employment will be the first month from which deductions will be made. The amounts deducted shall be transmitted by the 10th of each succeeding month to the Association on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Association and may be revoked by the employee upon request.

Section 4. Hold Harmless. The Association agrees to defend, indemnify and hold the City harmless from and against any and all claims, suits, or orders or judgments brought against the City, and not arising out of the City's own negligence, as a result of the City's good faith compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with same.

Section 5. The City shall furnish the Union by the 10th of each month a complete list of all employees including new hires and those whose employment ended since the prior list was furnished. Such listing shall contain the names in alphabetical order, addresses and job classifications.

ARTICLE 6. ASSOCIATION RIGHTS

Section 1. Bulletin Boards. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each department to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards. Association representatives may distribute Association informational material, provided that such activity does not interfere with the regular work routine of either the Representative or the bargaining unit members.

Section 2. Visits by Association Representatives. The City agrees that duly elected representatives of the Association shall have reasonable access to the premises of the City to conduct Union business with members of management without loss of pay.

When circumstances dictate that such cannot be done outside work times, an Association representative may engage in the investigation of a grievance or an unfair labor practice during work time without loss of pay, provided that such activity does not interfere with the regular work routine of either the Association Representative or the bargaining unit member. However, the representative shall first advise his/her their supervisor and shall keep such activity to the minimum time actually required and shall not disrupt City services.

Other Association business that Association representatives have with bargaining unit employees shall be conducted during breaks or when the representative and the employee(s) are off duty.

Section 3. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force, other than required public safety information. If necessary, the supervisor may administratively order any employee to immediately provide public safety information necessary to secure the scene and pursue suspects. Public safety information shall be limited to such things as outstanding suspect information, number and direction of shots fired, parameters of the incident scene, identity of known witnesses, and similar information.

Section 4. The Association shall keep the City informed of the names and offices of all Association representatives by delivering written notice of same by ~~July~~ October 1 of each year to the office of the City Manager. The Association shall also report changes in the names and/or offices of such representatives within fourteen (14) calendar days of the date of the change.

ARTICLE 7. CONTRACT NEGOTIATIONS

The Association negotiating team shall be composed of ~~not more than two (2)~~ up to three (3) employees and one (1) non-employee as long as no more than one employee on the team is employed in the Police, Fire or Dispatch Departments, respectively. They shall be permitted to attend negotiating meetings with the City representatives, mediation and fact-finding sessions without loss of pay to the extent that such meetings are scheduled during duty hours of the members so attending. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 8. NO STRIKE – NO LOCKOUT

Section 1. The parties acknowledge that ORS 243.736 prohibits bargaining unit employees the right to strike. During the term of this Agreement the Association shall not allow, cause, or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732, nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

Section 2. Any employee who commits any of the acts prohibited in this article may be subject to discharge or other disciplinary action.

Section 3. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Association upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

Section 4. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

Section 5. Lockout. There will be no lockout of employees in the Unit by the City during the term of this Agreement.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute regarding the application, meaning or interpretation of a particular provision of the Agreement or regarding an alleged violation of this Agreement. Grievances do not include matters covered by Article 27.3 and 27.4 of this Agreement.

In the event more than one employee has a common grievance, the employees or the Association may initiate a group grievance.

Section 2. Notwithstanding the following procedure, it is the intent of the City and the Association that the grievant first attempt to resolve the grievance informally with ~~his/her~~ their supervisor prior to using the grievance procedure. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure. However, when the parties agree that circumstances of a particular grievance make it sensible to do so, such grievance may be started at Step 2:

Step 1.

The aggrieved employee, with or without Association representation, shall submit the alleged violation in writing on the grievance form attached as "Appendix A" to this Agreement to the employee's immediate supervisor within fourteen (14) days of its occurrence or within fourteen (14) days of the date the employee should have reasonably become aware of the event. The notice shall include (1) a statement of the grievance and relevant facts; (2) provision of the contract allegedly violated; (3) remedy sought; (4) the employee's or Association representative's signature; and (5) the date on which the grievance was signed. The supervisor shall meet with the aggrieved party and respond to the grievance in writing as quickly as possible, but no later than fourteen (14) days after the written grievance was received.

Step 2.

If the grievance remains unresolved, the Association may within fourteen (14) days from receipt of the reply of the immediate supervisor, or the date on which it was due whichever is earlier, submit in writing the grievance to the department head with a copy of all material submitted or received at the first step hereof. The department head shall meet with the aggrieved party and an Association representative and shall respond to the grievance in writing within fourteen (14) days of the receipt of the Step 2 grievance.

Step 3.

If the grievance is still unresolved, the Association may within fourteen (14) from the receipt of the department head's reply or the date on which it was due whichever is earlier, submit the written grievance to the City Manager with a copy of all materials submitted or received at previous steps hereof. The City Manager shall meet with the aggrieved party and an Association representative and shall respond to the grievance in writing within fourteen (14) days of receipt of the grievance.

Step 4.

If the grievance remains unresolved, the parties, by mutual written agreement, may within the twenty-one (21) days from the decision of the City Manager, notify the City and the State Mediation and Conciliation Service in writing of their intent to enlist the assistance of a state mediator. If the parties do not agree to mediate, the Association may move the grievance to Step 5.

Step 5.

(a) Except for grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, ~~If~~ the grievance remains unresolved after Step 4, it may be submitted within the twenty-one (21) days referenced in Step 4 to an arbitrator in the following manner. If the parties cannot agree upon an arbitrator, a list of seven (7) Oregon and Washington names shall be requested from the Employment Relations Board. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator.

(b) For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the timelines outlined in this article shall still apply; however, the parties shall adhere to ORS 243.808 and the ERB process for arbitrator selection.

The arbitrator shall set a time and place for hearing which is agreeable to all parties. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

The parties agree to ask the arbitrator to deliver ~~her/his~~ their decision and award within thirty (30) days of the filing of post-hearing briefs. The arbitrator shall retain jurisdiction over the grievance for sixty (60) days from the date the decision is delivered to hear and decide any post-decision matters.

Section 3. The arbitrator's fees and expenses shall be borne by the losing party, as determined by the arbitrator. Each party shall be responsible for the costs of presenting its own case to arbitration.

Section 4. The term "Days" as used in this Article, unless specified to the contrary, shall mean calendar days. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure by the Association to initially submit the grievance or to advance it to a higher Step in accordance with these time limits without explicit written waiver by the City shall constitute abandonment of the grievance.

Failure by the City to submit a reply within the specified time limits shall allow the Association to advance the grievance directly to the next step in the procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter is withdrawn.

Section 5. The employee shall have the right to be represented by an Association representative at any level of the grievance procedure. Employees in the bargaining unit involved in meetings with the employer under the grievance procedure shall be allowed time off with pay for that purpose.

Section 6. Consistent with Article 6.2, when circumstances dictate that such cannot be done outside work times, an Association representative may engage in the investigation of a grievance during

work time. However, the representative shall first advise ~~his/her~~their supervisor and shall keep such activity to the minimum time actually required and shall not disrupt City services.

ARTICLE 10. PROBATIONARY PERIOD

Section 1. Probationary Period. Initial probation for non-certified sworn police officers shall be eighteen (18) months. Newly hired DPSST-certified police officers' probation shall be nine (9) months.

Initial probation for non-certified dispatchers shall be twelve (12) months. Newly hired DPSST-certified dispatchers' probation period shall be six (6) months.

Initial probation for non-certified, non-sworn Community Service Officers shall be twelve (12) months.

Initial probation for Fire Department classifications shall be nine (9) months.

During the probationary period the City may discharge a probationary employee without just cause. Probationary employees shall have no recourse to the grievance procedure stated at Article 9 of this Agreement on matters of discipline and discharge.

Section 2. Promotional Probation. Every promoted employee shall serve a probationary period of six (6) months. If, before the end of the probationary period, the promoted employee fails to meet the required work standard or if the promoted employee so chooses, he/she shall return to ~~his/her~~their previously held position and wage rate. No employee shall be terminated from employment during promotional probation without just cause. This Section shall apply to employees promoted to a classification outside of the bargaining unit.

ARTICLE 11. SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service for the City without a break, as defined in Section 2 below. Upon completion of probation, an employee shall be credited with seniority back to their most recent date of hire.

Section 2. Break in Seniority. The accrual of seniority shall end upon the end of the employment relationship between an employee and the City by:

- A. The discharge of an employee.
- B. Resignation or retirement.
- C. Exhaustion of recall rights following layoff.

Section 3. Separate seniority lists shall be kept for full-time and part-time employees. Seniority earned in full-time status shall be calculated and recorded separately from seniority earned in part-time status. These lists shall be kept current and shall be made available to the Association upon request. Part-time employees shall accrue seniority proportionate to the actual number of hours

they work. If two (2) or more employees start work on the same date, their order of seniority shall be determined by lot.

Section 4. Notice of all job openings within the Police Department and Fire Department shall be posted on bulletin boards for a period of at least ten (10) working days prior to filling the position. Such notice shall include a position description and a statement of all qualifications required for the position by the City.

ARTICLE 12. DISCIPLINE AND DISCHARGE

Section 1. Discipline. The principles of progressive discipline shall normally be used. Discipline shall normally begin with a written reprimand. When circumstances of each separate incident or combination of incidents warrant discipline, however, higher levels of discipline may be appropriate for more serious kinds of misconduct. Disciplinary action may be imposed upon a non-newly hired probationary employee only for just cause. Disciplinary action shall include, but not be limited to, the following:

- A. Written Reprimand
- B. Suspension with or without Pay
- C. Demotion
- D. Termination of Employment

Verbal counseling, coaching or admonishment are not considered discipline and are not subject to the grievance process.

Section 2. Use of Discretion. If a supervisor has reason to discipline an employee or to verbally counsel, coach or admonish them regarding work performance, the supervisor shall attempt, as much as circumstances allow, to deal with the matter in a manner that will not embarrass the employee before other employees or the public.

Section 3. Investigatory Interviews. At least 24 hours prior to being interviewed as part of an investigation about a matter that may lead to economic discipline, the City shall notify the employee to be interviewed in writing of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances relevant to the allegations. The City acknowledges a bargaining unit member's right to the presence of an Association representative where that member has a reasonable belief that the questions posed could lead to discipline. Within thirty (30) days following completion of any such investigations, the City shall notify the employee of the results.

Section 4. Pre-Discipline Notice. Except for employees on initial, new hire probation, employees shall be discharged only for just cause. Any employee who is under consideration for

discipline that has a direct economic impact, including but not limited to, suspension without pay, demotion, discharge, shall be notified immediately in writing of that fact and of the basis for such action. The employee and an Association representative shall be afforded an opportunity to refute such charges or present mitigating circumstances at a time and place specified in the notice, which date shall not be less than five (5) days from the date the pre-disciplinary notice is delivered. If the employee is discharged, any grievance filed by or on behalf of the employee shall be initiated at Step 3 of the grievance procedure within fourteen (14) days of the discharge.

The notice requirements in this section do not apply to criminal investigations or to preliminary questions directed at gaining a general overview of events in order to assess whether an inquiry is necessary and to effectively investigate and gather evidence.

ARTICLE 13. PERSONNEL RECORDS

Section 1. Personnel Files. There shall be only one (1) official personnel file for each employee. However, this provision shall not be construed to prevent supervisors from maintaining a "working file" to be used for evaluation purposes.

Section 2. Right to Inspect, Removal of Adverse Materials. An employee may inspect the contents of his/her/their official personnel file and any working file at reasonable times. Confidential reports received from references will be excluded. Pursuant to OAR 166-200-0305(4) and (10), discipline and grievance records shall be retained for a minimum of no longer than three (3) years after the final decision has been issued.

Section 3. ~~3~~ 2 With the exception of performance evaluations, material reflecting caution, coaching, warning, admonishment, or discipline short of discharge, shall be removed from the personnel file after twenty-four (24) months. Materials related to the discharge of an employee shall remain for at least no more than ten (10) years. Materials removed after twenty-four (24) months may be retained by the City in a separate file to comply with minimum retention requirements established by the Archives Division of the Oregon Secretary of State.

Section 4. Employee Signature. No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her/their personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement."

If an employee is not available within a reasonable period of time to sign the material or refuses to sign, the City may place the material in the files provided a statement has been signed by a

management representative that a copy of the document was mailed to the employee at his/her/their address of record.

~~Section 4~~ 5. Employee Rebuttal. If the employee believes that any of the above material reflects critically upon him/herself ~~them~~, he/she ~~they~~ shall be entitled to prepare in writing his/her/their explanation or opinion regarding the prepared material. This shall be included as part of his/her/their personnel record until the material is removed.

~~Section 5~~ 6. Favorable Material. Upon approval by the supervisor an employee may include in his/her/their personnel files, copies of any relevant material he/she/they wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects creditably on the employee. Such request may not be unreasonably denied.

~~Section 6. Removal of Adverse Materials.~~ With the exception of performance evaluations, material reflecting caution, coaching, warning, admonishment, or discipline short of discharge, shall be removed from the personnel file after twenty four (24) months. Materials related to the discharge of an employee shall remain for at least ten (10) years. Materials removed after twenty four (24) months may be retained by the City in a separate file to comply with minimum retention requirements established by the Archives Division of the Oregon Secretary of State.

Section 7. Disclosure of Material. Employee personnel files shall be considered exempt or conditionally exempt from disclosure pursuant to a public records request as far as allowed under ORS 192.345 and ORS 192.355.

ARTICLE 14. LAYOFF

Section 1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. No full-time regular employees shall be laid off while temporary seasonal, probationary and part-time employees are retained by the City. Employees shall be given at least 15 calendar days' written notice prior to the effective date of a layoff. Any employee who is to be laid off shall be given bumping rights based on seniority into any other represented classification in the bargaining unit with the same or lower salary range for which he/she is ~~they are~~ qualified in the City's sole discretion. For the purpose of this Agreement the same salary range is any that is plus or minus one (1) percent at Step 1 of the salary schedule.

Section 2. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification with employees on recall status until all laid off employees in that classification have had an opportunity to return to work.

An employee's failure to report to work or contact his/her/their Department Head to arrange a mutually agreeable report to work date within five (5) days of the actual receipt of a notice of recall will be considered grounds for removal from the recall list. Notice shall be sent to the last address provided to the City by the employee through personnel records and to the Association. It shall be the employee's sole responsibility to update the City about changes in the employee's mailing address.

Section 3. An employee on recall status who applies, and is hired, for a vacancy in the City other than in the classification from which ~~he/she has~~ they have been laid off, shall remain on the recall list for ~~his/her~~ their former classification.

Section 4. Seniority and benefits shall not accrue during layoff. All seniority rights, - accrued sick leave, rate of vacation accrual and retirement plan arrangements to which an employee was entitled at the time of layoff unless modified by subsequent contract negotiations shall be restored upon recall. Layoff status shall not extend for more than twenty-four (24) months, provided the employee has maintained ~~his/her~~ their DPSST Certification.

ARTICLE 15. HOURS OF WORK

Section 1. Work Hours. The normal hours of work each day shall be consecutive. All employees shall be scheduled to work a shift, and each shift shall have an established starting and quitting time. However, nothing herein shall be construed in such manner as to prevent the City from changing such schedule when operational needs require such change. The Fire Chief shall establish the work schedule for the Fire Department

Section 2. ~~Except for the Fire Department,~~ Work Week.

A. ~~For Dispatchers;~~ the work week begins at 12:00:00 a.m. each Sunday and ends at 11:59:59 p.m. the following Saturday. An exception shall be when a shift starts on a Saturday and ends on Sunday, in which event all hours of the shift shall be credited as having been worked on the Saturday. ~~For the remaining classifications, the work week begins with an employee's first day of work each calendar week.~~

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A.B. ~~For the remaining classifications,~~ Police Officers, Patrol Community Service Officer and Fire FightersPersonnel: the work week begins with an employee's first day of work each calendar week.

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B.C. The work week consists of forty hours except for the employees working a 3/12 shift, as provided for in section ~~C~~ D.

C.D. Shifts within the work week are grouped as

- five (5) consecutive days of eight (8) hour shifts with two consecutive days off, or
- four (4) consecutive days of ten (10) hour shifts with three (3) consecutive days off, or
- three (3) consecutive days of twelve (12) hour shifts with three (3) consecutive days off
- or three (3) twelve (12) hour shifts followed by three (3) consecutive days off followed by four (4) twelve (12) hour shifts followed by four (4) consecutive days off.
 - Pittman Schedule: (for Dispatch Employees only unless otherwise

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- mutually agreed):Two consecutive 12-hour shifts followed by
- o Two consecutive days off followed by
 - o Three consecutive days of 12-hour shifts followed by
 - o Two consecutive days off followed by
 - o Two consecutive days of 12-hour shifts followed by
 - o Three consecutive days off.

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The choice of shift groupings shall be at the discretion of the City, unless the employee is assigned to on-call duty under Section 8 of this Article.

~~D.E.~~ Notwithstanding the above, the City may change the shifts within the work week with fourteen (14) days' written notice to the employees. The City will post the work schedule fourteen (14) days in advance. Any work week designated by this section shall contain consecutive days off.

~~E.F.~~ To accommodate for training and regularly scheduled shift changes (once every three months in patrol, and once every month in dispatch), an employee's shift may be adjusted within a 14-day period. For this adjustment, an employee may be scheduled for: (i) 12 hour shifts not to exceed 84 hours within the 14-day adjustment period, (ii) 10 hour shifts not to exceed 80 hours within the 14-day adjustment period, or (iii) 8 hour shifts not to exceed 80 hours within the 14-day adjustment period. Hours worked within this 14-day adjustment period in excess of each of these limits shall be compensated at the overtime rate.

Section 3. Work Schedules. Schedules showing the employees' shifts, workdays, and hours shall be posted on the department computer system. Regular changes in shift assignment may be made by the Department Head with seven (7) days' advance notice, except for emergency situations, in the following manner.

- Police Officers' schedules may be changed once every two (2) or three (3) months as mutually agreed to by the City and the Association. Police officers will not be assigned to the same shift for more than six (6) consecutive months.
- Dispatchers' schedules may be changed monthly. Police officers will not be assigned to the same shift for more than six (6) consecutive months.
- Employees in any classification may request exceptions to the two-shift rotation agreements stated immediately above. Such requests may be granted upon mutual agreement of the impacted parties and at the sole discretion of the Chief or their designee.

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An emergency is defined as an unforeseen event affecting the department's staffing allocations. In the event an emergency change in the employee's work schedule is required, the employee must be notified by the chief or ~~his~~ their designee as soon as practical after the emergency becomes known to the supervisor.

Section 4. Rest Periods. Each employee shall be allowed a fifteen (15) minute paid rest period during each one-half shift. The time at which rest periods are taken by an employee shall be in

accordance with the operating requirements of each department and shall be considered compensated time.

Section 5. Meal periods. Each employee shall be granted a one-half hour compensated meal period during each work shift. Meal periods shall be taken at or about the middle of the work shift, consistent with operating requirements of each department. Employees may be required to perform the duties of their position during this meal period dependent on the operational needs of the department.

In overtime situations, meals will be handled according to current practice.

Section 6. Clean-up Time. Employees shall be granted reasonable cleanup time when needed as a result of their assignment. This time is considered on duty time. The City shall provide the required facilities for the employees to clean up.

Section 7. Shift Exchange. Upon approval by the department head or designee, employees may exchange shifts when the change does not interfere with the operation of the department. If the change involves more than one work shift or more than forty (40) hours a week, the employee shall not receive any overtime or other bonus compensation from the City for the exchange. The department shall not be obligated to enforce any trade time obligations owing between employees. It is the sole responsibility of the employees involved to monitor and rectify any trade time obligations.

Section 8. On Call Duty. If an employee is required by the City to serve on call duty, ~~he/she~~ they shall be compensated at the rate of two (2) hours' pay at the straight time rate for every eight (8) hours of on call duty. Employees who are called into active duty while serving on call duty, will be compensated hour for hour at the appropriate rate for all time on active duty. Employees who are required to remain on-call on or so close to City premises that they cannot utilize that time effectively for their own purposes are considered working while on-call and shall be paid for the entirety of the on call period. On call duty shall only be assigned to employees for work within their own classification.

Section 9. If there are at least two (2) employees on duty in a given classification, employees shall be allowed up to sixty (60) minutes, including travel time, for physical exercise during their shift. In this event, one (1) employee per classification may work out at a time, subject to recall. The employee exercising must be reachable by telephone.

Section 10. Understanding the need for sufficient rest between shifts, the City will, at all times, try to manage the schedule to permit employees not less than ten (10) hours off between shifts.

ARTICLE 16. OVERTIME

Section 1. Dispatchers, Firefighters and the Community Service Officer will be paid at the overtime rate of one and one-half (1½) times their hourly rate of pay for hours worked in excess of the hours of their scheduled shift or in excess of forty (40) hours in a work week. Except for sick leave, the notice of which is emergent and was not pre-scheduled at least forty-eight hours in

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advance, paid time off during the work week shall be included in the computation of hours for calculating overtime pay.

For sworn Police Officers, the City shall use a one hundred-seventy-one (171) hour in a twenty-eight (28) consecutive day FLSA work period for all shift groupings except the grouping of three 12-hour shifts on three consecutive days followed by three days off. For that grouping, the City shall use an FLSA work period of one hundred and forty-six and one-half hours (146.5) in twenty-four (24) days.

~~For the Fire Division Chiefs, the City shall use a two hundred and twelve (212) hour in a twenty-eight (28) day FLSA work period. The 56-hour/72-hour rule stated in ORS 652.060(1)(a) and ORS 652.070 apply.~~

~~The Fire Division Chiefs and Police Officers will be paid at the overtime rate of one and one-half (1½) times their hourly rate for hours worked in excess of the hours of their scheduled shifts. Except for sick leave, the notice of which is emergent and was not pre-scheduled at least forty-eight hours in advance, paid time off during the work week shall be included in the computation of hours for calculating overtime pay.~~

~~For fire personnel, the City shall use a one hundred seventy three and 33/100 (173.33) hours in the month. Fire personnel shall be paid at the overtime rate of one and one half (1 ½) times their hourly rate for hours worked in excess of the hours of their scheduled shifts. Except for sick leave, the notice of which is emergent and was not pre-scheduled at least forty eight hours in advance, paid time off during the week shall be included in the computation of hours for calculating overtime pay.~~

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For all employees, there shall be no pyramiding of hours for the purpose of paying overtime pay or accruing compensatory time.

Section 2. Call Back. Call back is defined as an event wherein occurs when an off-duty employee is called in to work outside of his or her their normal work schedule or a return to work for any reason. Call back for -Call back for court or an employee's voluntary decision to cover an overtime shift will not result in call back pay. Overtime compensation shall be paid for the actual hours of overtime worked provided that a minimum of two (2) hours shall be paid in each instance of a call back if the employee is called back at least one (1) hour before or after his/her/their shift. If an employee is called back on a scheduled day off, the employee shall be paid for the actual hours of overtime worked provided that a minimum of three (3) hours shall be paid in each instance of such call back.

In addition, if the employee is called back to work on a scheduled day off, outside of their normal work schedule, the employee's comp time bank shall be credited with -(non-FLSA) comp time as follows:

- For hours worked up to one-half of the scheduled shift – 4 hours of -(non-FLSA) comp time.
- For hours worked exceeding one-half of the scheduled shift – 8 hours of -(non-FLSA) comp time.

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However, employer required attendance at work-related court events or at meetings or trainings or an employee's voluntary decision to cover an overtime shift will not result in (non-FLSA) comp time.

Section 3.

A. Within the operational needs of a department, the City will attempt to distribute overtime opportunities equitably.

B. Except in ~~emergencies~~ an emergency, defined as an unforeseen event affecting the department's staffing allocations, employees will be given at least seven (7) days' notice of an overtime assignment. Notification must be made to the involved employee directly, either verbally or in writing. Management will ensure that the employee is aware of the change either verbally or in writing.

Section 4. On a department-by-department basis, employees shall be compensated for overtime worked either in payment of ~~cash~~ overtime wages or compensatory time off, at the City's discretion.

Section 5. Employees may not accrue more than one hundred (100) hours of compensatory time ~~without supervisory approval~~. In the event an employee has ~~accumulated~~ accrued one hundred (100) hours of compensatory time, the City shall have the option to either pay the employee for the excess compensatory time or require the employee to take comp time off.

ARTICLE 17. WAGES

Section 1. Employees shall be paid in accordance with Schedule A, attached.

Effective and retroactive to July 1, 2019~~2022~~, wages shall be increased by 4.0%.

Effective July 1, 2020~~2023~~ wages shall be increased by 5.0% ~~the percentage stated as the prior calendar year's annual CPI-W, West, Size Class B/C, but not less than two and one-half percent (2.5%) and not more than three percent (3.0%).~~

Effective July 1, 2021~~2024~~, wages shall be increased by 4.0% ~~the percentage stated as the prior calendar year's annual CPI-W, West, Size Class B/C but not less than two and one-half percent (2.5%) and not more than three percent (3.0%).~~

Section 2.

- A. Uncertified New Employees. Never before certified ~~police and fire officers~~ personnel in any bargaining unit classification are hired at Step 1 and move to Step 2 after twelve (12) months of satisfactory performance. ~~Never before certified dispatchers are hired at Step 1 and move to Step 2 after twelve (12) months of satisfactory performance.~~ Employees shall then move up one step on the pay scale each subsequent employment anniversary on verification of satisfactory performance. ~~Example — officers to step 3 at 24 months total TPD employment, Dispatchers to step 3 at 24 months total TPD employment.~~
- B. Expired or Out of State Certified Employees. New non-certified employees with past DPSST or non-DPSST certified law enforcement, fire department, or dispatch experience shall be started at step 1 of the appropriate salary range. At the completion of their probationary period (police officers - nine (9) months; dispatchers - six (6) months; fire personnel – nine (9) months), they shall be placed at the pay step equivalent to their total years of full-time, DPSST recognized, certified experience, as shown on the chart at the bottom of this section.
- C. The Department Head may authorize placement at a higher starting pay or higher post-probation step based on previous years of certified law enforcement, fire department experience. Any such experience will be determined by DPSST standards and certified through DPSST records, and the relevance of said additional experience shall be considered at the sole discretion of the City. Such pay step placement shall consider the gap in service, the currency and relevancy of the experience, and the benefit that said experience brings to the City in determining any accelerated advancement on the pay step scale. Any such accelerated advancement is at the sole discretion of the City.
- D. Currently Certified New Employees. Currently DPSST-certified police officers, fire ~~officers~~ personnel, and dispatchers will be hired at the step commensurate with their experience, as shown on the chart at the bottom of this section. After successfully

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completing their probationary period (police officers - nine (9) months; dispatchers - six (6) months; ~~fire personnel – nine (9) months~~), employees with significant experience will be moved up to the next corresponding pay step, as shown on the following chart. These employees will then move up another step after-twelve (12) months' total satisfactory employment ~~within their department-at the Toledo Police Department~~. This then becomes their anniversary date, and they will move up the salary schedule after every subsequent twelve (12) months of satisfactory performance.

E. Salary Step Placement Chart.

Total Years of DPSST Certified Experience-at Date of Hire	Starting Step	Completion of Probation Step	Anniversary Step
Less than four (4) years	2	2	3
Four (4) years or more	3	4	5
Five (5) years or more	4	5	6
Six (6) years or more	5	6	6

F. No employee will suffer a reduction in step placement because of the language changes in this section.

Section 3. Employees will progress from step to step on the salary schedule on their anniversary date pending satisfactory performance. ~~Employees hired prior to April 27, 1990, will have an anniversary date of July 1.~~

Section 4. A police officer shall be paid one hundred and seventy-five ~~dollars (\$175.00)~~ ~~fifty dollars (\$150.00)~~ per month in addition to ~~his/her~~ their wage for an Intermediate Certificate awarded by the State of Oregon. A police officer shall also be paid an additional ~~one hundred and seventy-five~~ two hundred ~~dollars (\$175.00)~~ ~~(\$200.00)~~ per month to ~~his/her~~ their wage for an Advanced Certificate awarded by the State.

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Section 5. A dispatcher shall be paid one hundred and ~~seventy-five dollars (\$175.00)~~ ~~fifty dollars (\$150.00)~~ per month in addition to ~~his/her~~ their wage for an Intermediate Certificate awarded by the State of Oregon. A dispatcher shall also be paid an additional ~~one hundred and seventy-five dollars (\$175.00)~~ two hundred dollars (\$200) per month to ~~his/her~~ their wage for an Advanced Certificate awarded by the State.

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Education: ~~2% Associate's degree~~ ~~3% Bachelor's degree~~ ~~4% Master's degree~~

Section 6. ~~If the City requires a fire employee to obtain any one of the following certifications, the City shall provide a maximum of \$150 per month certification pay to the employee to maintain the certification. If the employee obtains more than one of the listed certifications, that employee is not entitled to more than \$150 per month.~~

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- ~~Rope Rescue~~
- ~~Confined Spaces~~
- ~~Vehicle Extrication~~

All employees who possess the above certification on the date of this contract ratification shall receive the certification pay.

~~Incentives~~Certification pay: Fire Department employees are eligible for up to 10% \$325 incentive pay per month for obtaining and maintaining the following listed certifications.

Intermediate certification pay. The City shall pay \$150/month to employees who obtain and maintain the Live Fire Instructor, Rope Operations, Passenger Vehicle Extrication, Youth Fire Setter Intervention Specialist, Fire Officer I, or Automotive Certification certifications.

Advanced certification pay. The City shall pay \$175/month to employees who obtain and maintain the Fire Officer II, Rope Technician, Heavy Vehicle Extrication, Emergency Vehicle Technician and Fire Inspector II certifications.

~~Section 7. Employees who are assigned Field Training Officer responsibilities~~ duties will be compensated an additional five percent (5%) ~~of for all hours spent preparing for and performing such responsibilities~~ of base pay for all hours spent preparing for and performing such duties.

~~Section 8. Employees who are assigned to a rotation as Detective will be compensated an additional five percent (5%) of salary~~ base pay during that rotation.

~~Section 9. Employees who are assigned Range Master/Firearm responsibilities will be compensated an additional 5% of base pay for all hours spent preparing for and performing such duties.~~

~~Section 910. With the 2019-2022 edition of this Agreement, the City shall resume regularly assigning assign primary Property Clerk Evidence Technician responsibilities to bargaining unit employees. This shall not preclude the Sergeant or the Chief of Police from performing such responsibilities on an "as Needed" basis. Employees who are assigned Property Clerk Evidence Technician responsibilities will be compensated an additional five percent (5%) of salary for all hours spent preparing for and performing such responsibilities.~~

~~To the extent no bargaining unit employee is assigned to perform Property Clerk duties, the City will pay 5% of base wages to an employee for hours spent preparing for and performing Range Master/firearm responsibilities.~~

~~Section 1011. Sworn employees will maintain flexibility and physical fitness and shall take the ORPAT once annually. The DPSST standard for ORPAT is five minutes and thirty seconds (5:30). The City will arrange for sworn employees to take the test every twelve (12) months. Sworn employees who pass the ORPAT with a time of five minutes and thirty seconds (5:30) or less shall be paid one hundred dollars (\$100) in their pay the following month an annual payment of two percent (2%) base wages following successful completion.~~

~~There shall be no penalty for sworn employees who do not complete the test in the time stated above.~~

Section 11. The City of Toledo shall establish two payroll dates per month at relatively equal intervals. Payroll may be fully computed, or a mid-month payroll draw may be established against the employee's expected monthly wages.

Section 12. Longevity: Employees who complete five (5) years of service ~~in the unit~~ will receive an additional one percent (1%) monthly of their base wage, employees who complete ten (10) years of service in the bargaining unit shall receive an additional one and a half percent (1.5%) monthly of their base wage, and employees who complete fifteen (15) years of service in the bargaining unit shall receive an additional two percent (2%) monthly of their base wage. The above longevity increases are non-cumulative. Twenty-year employees receive a total of two-and one-half percent (2.5%) of monthly of their base wage.

Section 13. Professional Development: The City shall reimburse employees for no less than fifty percent (50%) up to \$250 per fiscal year of the cost of tuition for attending one higher education class at an accredited college which, in the City's sole discretion, is job-related and which provides a skill beneficial to the City. To qualify for this reimbursement, an employee must request and receive approval from the City before the class begins. Furthermore, the employee must receive a 2.0 grade point average or higher or a "pass" if no grade is available for the class. The employee must present proof of enrollment in the class together with the official document sent to the employee by the college stating his/her final course grade to obtain reimbursement.

ARTICLE 18. RETIREMENT

Section 1. The City shall continue to participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) or its successor. The City will pay the employer's contribution and will pick up, assume, or pay the six percent (6%) employee's contribution to the Individual Account Program (IAP).

ARTICLE 19. HOLIDAYS

Section 1. Full-time employees shall be entitled to ten (10) hours of paid time off per full calendar month of employment, in lieu of holidays.

Part-time employees will be entitled to pro-rata holiday accrual, calculated in accordance with past practice.

Section 2. Such time off shall be granted at the time requested by the employee, subject to the operational needs of the City. No employee shall have accumulated more than forty (40) hours of such time off at any given time. Any hours in excess of forty (40) will be paid for by the City.

ARTICLE 20. VACATIONS

Section 1. Vacation Leave. The accrual of hours of paid vacation leave begins on a new employee's first day on the job. Except as otherwise permitted by the City, employees may begin using vacation leave after six (6) months of continuous service with the City.

Section 2. Accrual Rate. With the exception of mid-month hires, the accrual for which shall be pro-rated, full-time employees shall accrue paid vacation leave at the rate below. Part-time employees shall accrue hours of paid vacation on a prorated basis.

Continuous Years of Service	Accrual Rate
1st day through four years	8 hours per month
Five through Nine years	10 hours per month
Ten through Fifteen years	12 hours per month
Sixteen through twenty years	14 hours per month
Twenty-one or more years	15 hours per month

Section 3. Continuous Service. Separation from City employment shall result in the loss of continuous service for the purpose of the rate at which vacation leave accrues. Time spent by an employee on paid military leave, sick leave, leave protected by an accepted workers compensation claim, other authorized leave or layoff shall be considered part of continuous service. However, vacation leave does not continue to accrue during periods of layoff.

Section 4. Crediting Vacation Leave. Full time employees shall accrue hours of vacation leave after the end of any month in which they are paid for eighty (80) or more hours. However, employees paid for less than a full-time schedule of hours in a month shall accrue vacation hours in proportion to the hours for which the employee was paid.

Section 5. Rate of Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's job on the payday immediately preceding the employee's vacation period.

Section 6. Vacation Scheduling. Employees will be notified whether or not their vacation request has been approved and granted within fourteen (14) days from the date that the vacation time off is requested. If the City is compelled by such operational requirements to limit the number of vacations occurring at the same time, the employee with the greatest seniority within the job classification within ~~his/her~~^{their} department shall be given preference of choice for vacation periods. This seniority right may be exercised only once per fiscal year.

Section 7. Maximum Amount Permitted. The accrual of hours of paid vacation leave shall be capped at 225. Banks of accrued vacation leave that reach 225 hours shall stop accruing hours until the employee reduces the hours in their bank by using some or by selling some pursuant to Section 10. In this event, the appropriate supervisor may require an employee to use accrued

vacation. No payment shall be made for vacation time beyond two hundred twenty-five (225) hours because of accrual limitation unless the failure to take the vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

Section 8. Compensation. Any regular employee who resigns in good standing, is laid off, discharged, or retires from the service of the City for any reason shall be compensated by check for all of their accrued but unused vacation hours at the time of separation.

Section 9. Death Compensation. In case of death of a regular employee, compensation for accrued but unused vacation leave shall be paid in the same manner that salary due the decedent is paid.

Section 10. Selling Vacation Leave. Employees may sell a portion of their accrued but unused vacation leave once per fiscal year to the City. An employee may request a lump sum payment for up to forty (40) hours of accrued vacation leave, as long as he/she retains a balance of at least eighty (80) hours. The rate of vacation pay shall be the employee's usual straight time rate of pay in effect for the employee's classification on the payday immediately preceding the employee's request for such pay.

Section 11. Vacation Expenses Reimbursement. The City will not cancel a previously approved vacation without having exhausted all potential remedies. Should such a cancellation occur, the City will reimburse the employee for any reasonable non-refundable expenses incurred prior to the cancellation. Once an employee receives approval for a vacation request, they may request to cancel their selection with a fourteen (14) day written notice to the City. Upon receipt of a timely written cancellation from an employee and for as long as there remains at least fourteen (14) days before the first day of the cancelled vacation, the City will allow other employees the opportunity to request the time that was cancelled off.

ARTICLE 21. SICK LEAVE

Section 1. Accumulation. All full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service completed. Employees who regularly work twenty (20) hours or more per week shall accrue sick leave on a pro-rata basis. Sick leave shall begin to accrue on the first date of employment. Sick leave shall be capped at nine hundred and sixty (960) hours.

Section 2. Utilization. Employees who have accrued paid sick leave hours may use sick leave for any purpose set forth in "Appendix B" to this agreement.

Section 3. Probation. Probationary employees are entitled to use sick leave upon the accrual of it.

Section 4. Procedure. To use sick leave, the employee shall notify the immediate supervisor of the need to use sick leave and the expected length thereof, as soon as practicable up to ten (10) calendar days in advance, and, if possible, not less than one hour prior to the employee's next work shift.

Section 5. Medical Verification. A health care provider's medical verification of the need to use sick leave, may be required at the option of the department head or ~~his/her~~ their designee for absences of more than three (3) scheduled workdays.

If the need for sick leave is foreseeable and is projected to last more than three scheduled workdays, medical verification from a qualified health care provider may be required before the sick leave begins or as soon as otherwise practicable if the employee has been advised in advance of such necessity. Such requirements will be applied equitably and consistently.

Section 6. Reporting Responsibility. An employee's absence from work without notice for two (2) or more consecutive workdays will be considered grounds for dismissal unless failure to notify was due to circumstances beyond the employee's control.

Grounds for grieving discipline based on this agreement are confined to the questions of 1) whether the employee notified the City within two consecutive workdays, or if not, then 2) whether the failure was due to circumstances beyond the employee's control. In such cases, the burden of proof shall be on the grievant to prove one or the other.

Section 7. Sick Leave-Transfer Donation. Any employee may donate a portion of their own accrued but unused sick leave to another City employee who is absent from work for a purpose described in Appendix B and who has exhausted all but the number of hours of paid leave that would cover three (3) of the employee's shifts ~~their sick leave~~. Employees may donate up to eighty (80) hours of sick leave, as long as they retain a balance of at least eighty (80) hours. On a case-by-case basis, the City Manager may authorize donations of additional sick leave.

Section 8. Extended Illness. An employee may utilize accrued but unused compensatory or vacation accruals for a purpose described in Schedule B, after sick leave has been exhausted. Leave without pay as may be available under OFLA may also be used after exhaustion of paid sick leave. Upon exhaustion of OFLA leave (if applicable), employees may apply in writing for unpaid leave pursuant to Article 22, Section 6.

ARTICLE 22. OTHER LEAVES

Section 1. Parental Leave. An unpaid parental leave of absence shall be granted to any regular employee upon request for the birth or adoption of a child or the new placement of a foster child in accordance with State law. Employees on parental leave shall continue to accrue seniority. Upon their return, the employee shall be reinstated to their previous position¹ unless the position has been eliminated or a layoff has occurred. In such a situation, the returning employee shall have the opportunity to exercise their rights under Article 14 - Layoff.

Section 2. Bereavement Leave. A leave of absence with pay for up to five (5) days shall be granted an employee when a death of a member of the employee's family (as defined in Schedule B but also including biological, adopted or foster siblings, siblings-in-law and anyone living in the

¹ Position is defined as a budgeted position, not a work schedule.

employee's home), requires the absence of an employee. Should circumstances require an employee to be absent longer than five (5) days, the excess shall be charged against accrued sick leave, compensatory time or vacation leave. The use of sick leave or unpaid OFLA leave used for bereavement leave for a family member is limited to two work weeks and must be used within sixty (60) days of the date the employee receives notice by any means of the death of the family member.

~~Bereavement leave due to~~ For the death of a non-family member ~~may be granted with supervisory approval. Such leave may be extended by the~~ an employee may use of vacation leave or comp time but not by the use of sick leave or unpaid OFLA leave.

Section 3. Witness/Jury Duty. When an employee is called for jury duty or subpoenaed to appear in court as a witness related to his/her/their employment with the City, he/she/they will not suffer any loss of pay. He/she/They shall transfer any and all compensation, less mileage allowance received, to the City and shall receive his/her/their regular compensation for the time covered by the absence. Time not worked because of such service will not affect seniority, vacation or sick leave accrual.

Section 4. Military Leave. Eligible employees shall be granted military leave in accordance with applicable federal and state law.

Section 5. Education and Training Leave. When it requires employees to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to their employment, the City shall pay the employee's wages in compliance with the Fair Labor Standards Act.

The employee shall be reimbursed for all tuition, fees, books and materials for training courses the City pre-approves for the employee to attend. The course must, in the discretion of the City, be related to or beneficial to the city employment. The City shall pay for all DPSST training which is approved by the Police Chief.

The City will make a reasonable effort to provide mutually beneficial training opportunities. Within the operational needs of a department, the City will attempt to distribute those opportunities equitably.

Section 6. Leave Without Pay. A leave of absence without pay not to exceed ~~twelve (12)~~ six months may be granted by the City Manager if, in his or her/their sole discretion, the City service will not be adversely affected. The employee shall not accrue paid leave benefits or seniority during such leave, nor be entitled to the continuation of any health insurance or other insurance benefits during such leave. The employee shall not lose any accrued benefits or seniority accrued up to the start of the leave and shall be returned to their previous position² upon completion of such leave unless the position has been eliminated or a layoff has occurred. In such a situation, the returning employee shall have the opportunity to exercise their rights under Article 14 - Layoff. Leave time may be extended with the approval of the City Manager.

² Position is defined as a budgeted position, not a work schedule.

Section 7. An employee's failure to report to work within two (2) consecutive workdays of the expiration of an authorized leave of absence benefit described in this Article or within five (5) calendar days of receipt of notice of medical release to return to work after any illness or injury will be considered grounds for dismissal.

Grounds for grieving discipline based on this agreement are confined to the questions of 1) whether the employee notified the City within two consecutive workdays, or if not, then 2) whether the failure was due to circumstances beyond the employee's control. In such cases, the burden of proof shall be on the grievant to prove one or the other.

ARTICLE 23. HEALTH AND WELFARE

Section 1. The City shall make available to eligible employees and their eligible dependents medical, dental, optical, life and long-term disability insurance coverage that is substantially equal to that presently in effect, if available.

The employee shall pay ten percent (10%) of the cost of the combined insurance premiums and the City shall pay ninety percent (90%).

For part-time employees regularly scheduled to work at least twenty but less than forty hours per week, the City will pay 90% of the premiums for medical, dental and vision insurances for the employee only. The remaining ten percent (10%) shall be paid by the employee by monthly payroll deduction. Such employees may add eligible dependents to their plans at their own cost. As used in this Article, the eligibility of dependents for coverage is determined by the health plans themselves.

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Section 2. Employee contributions shall be through monthly payroll deductions. The City shall make available to employees an IRS Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold, on a pre-tax basis, any employee contribution for insurance premiums.

Section 3. The City reserves the sole right to select the carriers of all of the insurance coverage subject to the City's obligation to bargain with the Association. The employee shall have the option to self-pay for greater levels of coverage if available.

Section 4. The City and Association agree to establish a Joint Labor/Management Insurance Benefits Committee to review the level of existing benefits, to monitor insurance plan costs and utilization, and to recommend ways to modify benefits and control cost increases. This committee shall consist of two (2) representatives from TEA, two (2) representatives from the Association, and two (2) management representatives. Each party shall select its own representatives. The City may provide someone to act as a financial resource for the committee, but not be an official member of the committee. The committee shall meet as necessary on work time to accomplish its purposes.

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Section 5. The City will reimburse employees up to \$360 per fiscal year for the purchase by an employee of a family pass to the Toledo public swimming pool. Upon presenting proof of purchase of a family pass, the City will reimburse the employee within 15 business days.

In the alternative to a family pool pass, the City will reimburse employees quarterly (once every three months) up to \$40.00 per month for the cost of ~~individual health club memberships at local area health clubs~~ for the employee. Written proof of purchase by the employee of a membership at a health club of the employee's choice is required to obtain reimbursement.

Employees may change their choice of membership under this section at will however, the maximum amount of reimbursement shall not exceed ~~\$360~~ \$500 per fiscal year.

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ARTICLE 24. TRAVEL EXPENSES

Section 1. The City shall reimburse employees for expenses incurred while on authorized City business at the following rates. The difference for meal expenses that are higher than the allowances stated below shall be paid by the employee:

ITEM	RATE
Mileage:	Shall be the current rate per mile allowed by the Internal Revenue Service
Meals:	Based on <u>the FY 2022</u> GSA meal rates for Oregon the particular location <u>Portland, Oregon</u> . For the current fiscal year 19' 20' those are:
	Breakfast \$13 <u>7</u> .00
	Lunch \$14 <u>8</u> .00
	Dinner \$23 <u>4</u> .00
	+ 15% gratuity
Lodging:	reasonable
Registration:	actual costs
Training:	actual costs

Section 2. All lodging accommodations shall normally be arranged in advance for overnight trips for such events as conventions, conferences, training, etc. Such accommodations shall be "reasonable" in cost. Employees may stay at facilities where scheduled functions are being held. If such facilities are full, similar accommodations may be used as a substitute.

Section 3. If a conference or workshop includes a meal, the total cost of that meal will be paid by the City even if it is more than the maximum rate allowed for meals as stated above.

Section 4. An employee must use a City vehicle, if one is available, for a one-day trip for City business. If a City vehicle is available and an employee chooses not to use the City vehicle for a one-day trip, the employee shall not be reimbursed for mileage. An employee may use a privately-owned vehicle for an approved overnight trip for City business and be reimbursed at the appropriate mileage rate stated in Section 1, above. City employees are encouraged to use a City vehicle for overnight trips, if at all possible.

Section 5. Employees are encouraged to share rides - especially where State conventions or associations meetings are involved.

Section 6. Reimbursement for travel expenses, including mileage, lodging, meals, etc., will be made by submitting a Travel Voucher Form and receipts that are approved by the Department Head and the City Manager. Employees shall document all reimbursable expenses with appropriate receipts. City employees are responsible for submitting reimbursement claims through the Department Head and City Manager to the City Treasurer not later than 10 days following completion of travel. Employees who are issued a City credit card to use for travel expenses shall be bound to obey the terms of the "City Credit Card Use Agreement" attached hereto as "Exhibit B".

ARTICLE 25. WORKERS' COMPENSATION

Section 1. Insurance for occupational injuries and illnesses incurred on the job is regulated by Oregon's workers' compensation statutes. The City and the employees agree to abide by said statutes. Employees injured in the course and scope of their employment must promptly report their injuries to their supervisor.

Section 2. When an employee is absent from work due to an accepted workers' compensation claim, the City's obligation to pay paid leave benefits to the employee is limited to the difference between the sum regularly paid to the employee for time-loss under Workers' Compensation laws and the employee's regular net pay after all mandatory and voluntary withholdings and excluding overtime. In such instances, employees may choose to have prorated charges made against their accruals of sick leave, compensatory time, vacation pay and holiday pay, in that order.

No employee shall be entitled to claim Workers' Compensation benefits against the City or its workers' compensation insurer for any job illness, injury, or disability incurred through their work for another employer or in the course of self-employment. The City may take any legal action permitted to recover the costs of Workers' Compensation benefits so claimed and granted and discipline an employee who attempts to do so.

Section 3. The employee shall continue to accrue seniority while absent from work due to an accepted workers' compensation claim and shall receive full medical insurance as set forth in Article 23 for as long as they remain eligible for such insurance according to the terms of the medical plan.

Should the requirements for health insurance eligibility change and fall below the current standard outlined in the medical plan, the parties agree to bargain that change. Negotiations should begin within a reasonable time after notification of the change.

ARTICLE 26. SAFETY

Section 1. Federal and State safety regulations shall be strictly observed by the City, the Association, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City.

No employee shall be expected to operate any equipment that is reasonably considered to be unsafe. No employee shall be expected to perform a work assignment that is reasonably considered to be unsafe, unless such assignment falls within the normal expectations of their job classification.

Employees injured in the course and scope of their employment must promptly report their injuries to their supervisor.

ARTICLE 27. GENERAL PROVISIONS

~~Section 1. Gender Reference. All references to employees in this agreement designate all genders and wherever the male or female gender is used, it shall be construed to include employees of all genders.~~

~~Section 2 1.~~ Job Descriptions. Individual job descriptions for each class shall be reduced to writing and provided to employees upon assumption of the position. In the event job duties are changed substantially, the job description will be updated, and a copy provided to the employee.

~~Section 3 2.~~ Changes in Mid-Term. The City agrees not to make unilateral changes regarding mandatory subjects of bargaining unless authorized to do so by this Agreement or compelled to do so by law or circumstance. The City agrees to provide the Association in advance with copies of all changes it proposes to policies affecting the bargaining unit. In the event the proposed change impacts a mandatory subject of bargaining, the Association may demand to bargain the change. Notice to the Association of the proposed change, the demand to bargain it and the bargaining of it shall be governed by ORS 243.698.

In the event the Association and the City disagree regarding the mandatory status of an issue, the parties agree that the Employment Relations Board is the sole avenue of resolution and the Union and the employees waive the right to appeal such disagreement under Article 9 - Grievance Procedure.

~~Section 4 3.~~ Labor-Management Meetings. In the interest of providing safe and efficient services, the parties each agree to meet at the request of the other party to:

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- A. review new programs that directly impact employee working conditions prior to implementation of such programs; or
- B. discuss any matters pertinent to maintaining good employer-employee relations.

Such meetings will normally be held during working hours. Employees attending shall suffer no loss of pay or benefits. The Association may send up to two (2) representatives to such meetings.

~~Section 5.4. Recovery of Costs of Training Employees. The City reserves its right under ORS 181.620(2) to recover from the subsequent employer the statutory portion of the costs of training an employee who ends employment at the City and is reemployed at another law enforcement agency. The placement of this agreement in this Article is intended strictly to entitle the City to recover such costs only from a subsequent employer, not from the former employee. Oregon law does not permit former law enforcement employers to recover such costs from former employees.~~

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ARTICLE 28. WORK OUT OF CLASSIFICATION

Section 1. When an employee is required to assume the major responsibilities of a job classification with a higher pay range, ~~the employee shall be given a detailed explanation of the assignment, the expected responsibilities of the assignment, and the anticipated duration of the assignment. If the assignment lasts~~ for more than ten (10) consecutive workdays, ~~he/she they~~ shall receive premium pay, ~~except when~~ If the employee is enrolled in a specific departmental training program, they shall not be eligible for premium pay, not to exceed four (4) weeks. An employee shall be given written verification of the specifics of said program.

Section 2. The premium pay shall be five (5%) percent above the employee's regular salary retroactive to the first hour of the assignment and continuing until the assignment is terminated.

ARTICLE 29. RESIDENCE OUTSIDE CITY LIMITS TA

Section 1. Employees may reside outside the Toledo City limits.

Section 2. No City-owned vehicle shall be driven to a distance greater than 15 miles outside of the Toledo City limits ~~outside the Toledo Urban Growth Boundary~~ by employees during off duty hours, except as provided for in Article 24 - Travel Expenses. The City reserves the sole right to control and change its vehicle policy, including, but not limited to, who may use a City vehicle as transportation to and from work and leave the vehicle at a residence during off duty hours.

ARTICLE 30. CLOTHING

Section 1. For sworn and Community Service Officers. The City shall provide uniform clothing items ~~to sworn officers~~ consisting of uniform shirts, pants, jackets and ~~hats.~~ Additionally, the City shall provide badges, nametags, patches, rank insignia, and other incidental uniform items. The City shall provide uniform clothing to dispatchers annually consisting of standardized outerwear with insignia. The City will reimburse sworn officers and ~~firefighters~~ community

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~~resource~~ service officers up to two hundred fifty dollars (\$250.00) per year for the purchase of equipment, the purchase of which is pre-approved by the Chief. ~~If the City requires footwear for dispatchers, it will do so on the same basis as police officers. All items purchased with this clothing allowance will remain City property, with the exception of boots and footwear, and must be returned to the City upon leaving employment.~~

Section 2. ~~For dispatchers, the City shall provide uniform clothing annually consisting of two pairs of pants, two polo type shirts, and two t-shirts standardized with insignia. If the City requires footwear for dispatchers, it will do so on the same basis as police officers. All items purchased with this clothing allowance will remain City property, with the exception of boots and footwear, and must be returned to the City upon leaving employment.~~

Section 3. All City required uniforms and protective clothing for Fire employees shall be provided by the City. City required protective clothing will meet NFPA standards. As needed the City shall provide two (2) pairs of pants, one (1) pair of footwear up to a value of \$350.00, one (1) class b uniform shirt, and five (5) t-shirts.

New hires will have all necessary turnouts provided within 14 (fourteen) days of hire.

~~All City required uniforms and protective clothing for Fire employees shall be provided by the City. City required protective clothing will meet NFPA standards.~~

The City shall reimburse sworn officers and firefighters dry cleaning uniform expenses up to forty-five dollars (\$45.00) per month.

Regardless of classification, all items purchased with this clothing allowance will remain City property, with the exception of boots and footwear, and must be returned to the City upon leaving employment.

ARTICLE 31. SAVINGS CLAUSE

Section 1. Should any section or portion thereof of this Agreement be rendered unlawful and unenforceable by any court of competent jurisdiction, legislative body or administrative agency, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree to commence to negotiate a substitute for the invalidated section or portion thereof. Such negotiation should begin within a reasonable time from the issuance of the decision. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 32. TERMINATION

This Agreement shall be effective July 1, ~~2019~~ 2022 and shall remain in full force and effect through June 30, 2025. ~~2022. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing by January 1 of the expiration year of its intent to terminate~~

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~~the Agreement and open negotiations for a successor agreement.~~ This agreement shall automatically reopen on January 1 in the year of expiration, and the parties shall strive to begin negotiations schedule the first two bargaining sessions for a successor agreement no later than February 15 January 31 of that year. This Agreement shall remain in full force and effect during the period of negotiations.

Signed this ____ day of _____, ~~2019~~ 2022 by:

FOR THE CITY

FOR THE ASSOCIATION

~~Wes Hare~~ Judy Richter
~~Interim~~ City Manager

~~Katie Pimentel~~ Shannon Brecik
~~Acting~~ Association President

Schedule A
Classification and Salary Schedule
 July 1, ~~2019~~ 2022 – June 30, ~~2020~~ 2023

Classification	Salary					
	1	2	3	4	5	6
Police Officer	4084	4241	4397	4565	4733	4909
-	-	-	-	-	-	-
Dispatcher	3327	3446	3565	3689	3818	3946
-	-	-	-	-	-	-
Police Detective	4288	4453	4617	4793	4970	5155
-	-	-	-	-	-	-
Sergeant	4953	5152	5357	5573	5787	6019
-	-	-	-	-	-	-
Head Dispatcher	3995	4155	4322	4494	4673	4861
-	-	-	-	-	-	-
Police Chief	6005	6246	6495	6756	7026	7306
-	-	-	-	-	-	-
Fire Chief	6005	6246	6495	6756	7026	7306
-	-	-	-	-	-	-
Asst Fire Chief	4091	4250	4405	4575	4743	4919
-	-	-	-	-	-	-
Division Chief (Fire)	4084	4241	4397	4565	4733	4909
-	-	-	-	-	-	-

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Classification	Monthly Salary					
	1	2	3	4	5	6
<u>Police Officer</u>	<u>4484</u>	<u>4656</u>	<u>4828</u>	<u>5013</u>	<u>5197</u>	<u>5389</u>
-	-	-	-	-	-	-
<u>School Resource Officer</u>	<u>4484</u>	<u>4656</u>	<u>4828</u>	<u>5013</u>	<u>5197</u>	<u>5389</u>
-	-	-	-	-	-	-
<u>Dispatcher</u>	<u>3654</u>	<u>3784</u>	<u>3915</u>	<u>4051</u>	<u>4192</u>	<u>4333</u>
-	-	-	-	-	-	-
<u>Part time Dispatcher per hour</u>	<u>21.07</u>	<u>21.83</u>	<u>22.58</u>	<u>23.37</u>	<u>24.19</u>	<u>25.00</u>
-	-	-	-	-	-	-

<u>On-Call Casual Dispatcher per hour</u>	<u>31.20</u>	<u>32.29</u>	<u>33.43</u>	<u>34.59</u>	<u>35.80</u>	<u>37.04</u>
<u>Police Detective</u>	<u>4708</u>	<u>4890</u>	<u>5070</u>	<u>5262</u>	<u>5457</u>	<u>5661</u>
<u>Sergeant</u>	<u>5230</u>	<u>5440</u>	<u>5656</u>	<u>5884</u>	<u>6110</u>	<u>6355</u>
<u>Head Dispatcher</u>	<u>4218</u>	<u>4387</u>	<u>4563</u>	<u>4745</u>	<u>4933</u>	<u>5132</u>
<u>Community Services Officer</u>	<u>3245</u>	<u>3370</u>	<u>3500</u>	<u>3634</u>	<u>3774</u>	<u>3920</u>
<u>Police Chief</u>	<u>6185</u>	<u>6433</u>	<u>6690</u>	<u>6959</u>	<u>7237</u>	<u>7525</u>
<u>Fire Chief</u>	<u>6005</u>	<u>6246</u>	<u>6495</u>	<u>6756</u>	<u>7026</u>	<u>7306</u>
<u>Asst Fire Chief</u>	<u>4091</u>	<u>4250</u>	<u>4405</u>	<u>4575</u>	<u>4743</u>	<u>4919</u>
<u>Division Chief (Fire)</u>	<u>4084</u>	<u>4241</u>	<u>4397</u>	<u>4565</u>	<u>4733</u>	<u>4909</u>
<u>Training Officer-Lieutenant</u>	<u>4609</u>	<u>4786</u>	<u>4964</u>	<u>5154</u>	<u>5342</u>	<u>5572</u>
<u>Training Officer - Captain</u>	<u>4656</u>	<u>4835</u>	<u>5015</u>	<u>5205</u>	<u>5397</u>	<u>5597</u>
<u>Training Officer - Division Chief</u>	<u>4704</u>	<u>4885</u>	<u>5065</u>	<u>5258</u>	<u>5452</u>	<u>5653</u>
<u>Fire Inspector -Lieutenant</u>	<u>4179</u>	<u>4340</u>	<u>4500</u>	<u>4673</u>	<u>4843</u>	<u>5024</u>
<u>Fire Inspector - Captain</u>	<u>4221</u>	<u>4385</u>	<u>4545</u>	<u>4720</u>	<u>4893</u>	<u>5075</u>
<u>Fire Inspector - Division Chief</u>	<u>4265</u>	<u>4428</u>	<u>4591</u>	<u>4766</u>	<u>4942</u>	<u>5126</u>
<u>Maintenance Officer - Lieutenant</u>	<u>4179</u>	<u>4340</u>	<u>4500</u>	<u>4673</u>	<u>4843</u>	<u>5024</u>
<u>Maintenance Officer - Captain</u>	<u>4221</u>	<u>4385</u>	<u>4545</u>	<u>4720</u>	<u>4893</u>	<u>5075</u>
<u>Maintenance Officer - Division Chief</u>	<u>4265</u>	<u>4428</u>	<u>4591</u>	<u>4766</u>	<u>4942</u>	<u>5126</u>
	-	-	-	-	-	-

Updated to include On Call/Casual Dispatcher September 7, 2022

Updated 12/14/2022 to reflect 4% COLA retro to July 1,2022

Appendix A
Toledo Public Safety Association Grievance Form
Grievance Step 1

Date:

Grievant:

Date of Act:

Articles Violated:

Facts:

Remedy Sought:

Signed By:

Signature of Employee or Union Representative

Date

Appendix B

Permissible Uses of Sick Leave

Employees are entitled to use paid sick leave under Article 21 of this Agreement for the following purposes. The term “family member” means the spouse or domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, ~~the~~their grandparent or grandchild ~~of the employee, the~~their sister or brother ~~or sibling in law of the employee, a~~their parent-in-law ~~of the employee~~ or a person with whom the employee was or is in a step-child or step-parent relationship.

1. For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
2. To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
3. To care for a family member with a serious health condition.
4. To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
5. To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
6. To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
7. To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
8. To donate sick time to another employee as allowed in Article 21.7.
9. For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	December 21, 2022	*Approve expenditure of approximately \$85,000 to repair/replace portions of Clarifier unit at Wastewater Treatment Plant
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B. Zuspan	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to approve an expenditure of approximately \$85,000 to repair/replace portions of Clarifier unit at Wastewater Treatment Plant.

Background:

The Clarifier unit at the Wastewater Treatment Plant (WWTP) removes sludge and settles out larger items before sending remaining materials for treatment. In recent past, the City crew rebuilt the top drive assembly and gearbox saving the City thousands of dollars. Unfortunately the bottom and remaining drive shaft system have failed. The unit is inoperable right now and must be fixed as soon as possible to ensure the Department of Environmental Quality requirements are able to be met. R.L. Reimers Co. has a re-built unit that will be installed and should add 25 years of life to the unit.

Fiscal Impact:	Fiscal Year:	GL Number:
\$85,000	2022-2023	N/A

Attachment:

1. Quote from R.L.Reimer
2. Photograph



R.L. REIMERS COMPANY GENERAL CONTRACTORS

December 20, 2022

Attn: Stephen Hooper
City of Toledo
(541) 336-2138

RE: Westech Clarifier Drive Replacement

Thank you for the opportunity to provide a quote on replacing the drive on your wastewater treatment plants primary clarifier. We are pleased to provide necessary equipment, labor and materials to remove the existing Westech Model CLC35D drive and replace with a rebuilt bottom end Westech Model CLC35D with new precision bearing reusing your existing planetary gearbox.

Total = \$83,475.00

- Rebuilt drive will come with 2-year warranty on parts and labor.
- Existing drive core to be kept by R.L. Reimers

Payment terms: Net 30 days

If you have any questions regarding this quote, please feel free to contact me at (971) 304-5661

Exclusions:

- Permits
- Performance & Payment Bonds
- Job Specific Insurance (we can provide our standard insurance certificate naming City of Toledo as additionally insured having \$1mil/\$2mil general liability and \$5mil of excess umbrellas liability)
- Electrical Disconnect/Reconnect

Sincerely,

Ross Meyer
Project Manager

Attachment 2: photograph

