

City of Jacksonville

Personnel Policies & Procedures Manual

Revised February 2016

Adopted by City Council: 02/16/16

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POLICY AND PROCEDURE MANUAL

Introduction:

*This Policy and procedure Manual is provided as a guide for the administration of Human Resource policies. **This Manual is not intended to be, and should not be interpreted as, a contract between the City and any employee or labor bargaining unit.** In the event of a discrepancy between this Manual and a collective bargaining agreement covering employees who are represented by a union, the terms of the bargaining agreement will govern.*

This Manual should be used as a reference and as a general guide. It is expected that managers and supervisors will strive to apply these policies equitably, and that appropriate consideration will be given to previous actions that may have been taken under these policies. However, this Manual is not intended to be an inflexible rule book. Rather it should be a resource for helping to interpret the variety of individual circumstances and situations that can occur in the workplace. In each case when the policies in this Manual are applied to such circumstances and situations including employee performance and possible misconduct, the appropriate discipline or counseling action will be determined at the City's discretion, on the basis of the particular facts and circumstances. Human Resource questions which are not directly addressed in this Manual should be referred to the Human Resource Clerk for interpretation by the City Administrator or Personnel Committee. This Policy and Procedure Manual may be updated on a regular basis, and the City reserves the right to change, modify, or supersede any of these policies and procedures with or without notice at any time.

SECTION 1 – OVERVIEW

1.1 Introduction; Coordination with Union Contracts

1.1.1 These policies and procedures are intended to set a general framework for effective personnel administration and management for all employees of the City of Jacksonville (“the City”) relating to matters of personnel administration.

1.1.2 Except as provided below, these policies and procedures replace and supersede all pre-existing policies or procedures relating to personnel matters of the City and its employees.

1.1.3 These policies are not intended to supersede provisions concerning *employment relations* affecting employees who are members of *appropriate bargaining units* (“Union Employees”) contained in executed, written agreements between the City and the appropriate bargaining units (“Union Contracts”) as a result of a *collective bargaining* process, as these italicized terms are defined in the Public Employee Collective Bargaining Act (“PECBA”).

1.2 Purpose

1.2.1 The purpose of these policies and procedures is to establish systematic and equitable personnel procedures and regulations relating to matters affecting the status of employment. These personnel procedures and rules are provided to maintain uniformity and equity in personnel matters and to make career employment with the City desirable, while encouraging each employee to give the best service possible to the City.

1.3 Amendment

1.3.1 The City reserves the right to change these policies and procedures at any time.

1.3.2 Each employee can assist in keeping the City personnel program up to date by notifying the City Administrator and/or the Mayor whenever problems are encountered or improvements to the personnel program can be made. When the need for a new or revised policy presents itself, a written recommendation should be submitted to the City Administrator and Personnel Committee for consideration.

1.3.3 The City Council may vary or modify any City personnel policy, consistent with the current contractual agreement, on a case-by-case basis, if it is found that strict application of the policy is impractical or if it would result in hardship. Exceptions granted in any instance shall not be binding in the future unless implemented as City policy.

1.4 Personnel Administration

1.4.1 The City Council has final authority over all matters of personnel administration and may delegate to the Personnel Committee which consists of three city council representatives. Personnel Committee meetings are considered confidential and not subject to open public meeting law. Public Records requests regarding confidential personnel information is subject to review and approval of the city attorney. The City Council and/or Personnel Committee work in concert with the current contractual agreement, through adoption and implementation of the City budget, pay plans, ordinances and resolutions adopting and/or amending the personnel policies and procedures. The City Council may delegate part of this authority to the City Administrator.

1.4.2 The City Administrator interprets, applies, and ensures the effective implementation of these policies and procedures. The City Administrator may establish, amend, or otherwise modify administrative rules and regulations pursuant to City Council policies. The City Administrator will advise the City Council on any changes concerning these policies and procedures.

1.5 Departmental Policies and Procedures

1.5.1 Each Department Head may establish additional written policies and standard operating procedures or guidelines, (consistent with the current contractual Agreement of appropriate bargaining units), as may be deemed necessary for the efficient and orderly administration of the Department. Such policies and procedures are subject to review and recommendation by the appropriate committees and to approval by the City Council before becoming effective. Policies and procedures must be consistent with the general policies, procedures, rules, or regulations established by the City. Due to the variety of standards involved with different functions, Department Heads should establish guidelines for their own departments regarding such issues as breast feeding, bulletin boards (other than mandated governmental or union postings), dress codes, fragrances, gifts, levels of tolerance for tardiness, privacy, OSHA tolerances, safety, searches, telecommuting, suggestion systems, and weapons.

1.6 At Will Employment

1.6.1 These policies and procedures do not intend to confer any property right in continued employment or to constitute an express or implied contract.

1.6.2 Except as otherwise expressly provided in a Union Contract, employees and the City reserve the right to end their employment relationship, with or without cause, at any time. Unless approved in writing by the City Council, no employee or representative or the City has the authority to enter into an agreement for employment for any specified period of time or to make any agreement contrary to Council approved policies.

SECTION 2 – CLASSIFICATION PLAN

2.1 Purpose

3.1.1 The classification plan is an occupational inventory of positions standardizing class titles for purposes of personnel record keeping, employment testing, pay administration and related personnel administration objectives.

3.1.2 The classification plan is a means of assuring that the content and requirements of a job have been analyzed properly and that employees shall receive the same treatment in salary and other matters as employees who have similar duties and responsibilities.

2.2 Position Descriptions

2.2.1 The position description, for each class of positions, includes the title of the position, a statement of typical duties and responsibilities and the desirable qualifications an applicant should possess to perform the work. Positions that are similar with respect to duties, responsibilities, authority and level of work are included within the same class.

2.2.2 Position descriptions are descriptive and not restrictive. They are intended to indicate the kinds of duties that may be assigned to any position, while still providing Department Heads the flexibility of making work assignments. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.

2.2.3 Each position shall have its own position description. All employees shall receive a copy of the position description upon hire or placement into a new position.

2.3 New positions

3.3.1 Whenever it is proposed to create a new position in a department, the department head shall send to the City Administrator a detailed description of the duties and responsibilities of the position and a statement of suggested qualifications for the position. After reviewing the information, the City Administrator shall forward it to the Personnel Committee for review and recommendation to the City Council for approval. The approved position, shall be allocated to an existing position description or, if there is no appropriate position description, a new one shall be prepared.

2.4 Reclassifications

2.4.1 Whenever a Department Head wants to make any permanent and substantial changes in the duties, authority or responsibilities of a position, written notice of the

proposed changes must be submitted to the City Administrator for determination of the effect, if any, on the classification of the position. The City Administrator shall forward the request, with recommendations, to the City Council for their review. Any salary increases or decreases proposed with the reclassification shall be approved by the City Council.

2.4.2 When a position is reclassified, and the incumbent meets the qualifications established for the new class, the incumbent shall be considered for the new position. However, reclassification of positions shall not be used to avoid restrictions surrounding demotions and promotions.

2.4.3 If a current employee is appointed to a newly reclassified position and receives a salary increase, the employee's anniversary date shall be changed and the employee shall serve a twelve (12) month promotional training period.

2.4.4 If a current employee is appointed to a newly reclassified position but does not receive a salary increase, the employee's anniversary date shall not change.

2.5 Maintenance of the Classification Plan

2.5.1 The Personnel Committee is responsible for maintaining the classification plan through an annual review. Based on these reviews, new classes or revisions to current classes are recommended to the Council.

2.5.2 Department heads are responsible for notifying the City Council through the City Administrator of any unusual changes in positions. An employee may also request of the Department Head or the City Administrator that his/her position be reviewed to determine whether or not it is properly classified. The City Administrator shall make the necessary investigation of any such request, and forward recommendations to the City Council. Any resulting changes in job classification shall be documented in written form.

2.5.3 New Classification. The Union shall be notified when a position not listed on the salary schedule is established if such classification is assigned to the bargaining unit. The notice shall include the classification and pay range for such position. The Union shall be afforded an opportunity to meet with the City and discuss the matter. The Union will be supplied, upon request, with classification specifications relating to the position in question. If the Union objects to the City's pay proposal, the issue shall be bargained, subject to ORS 243.698.

SECTION 3 – EQUAL EMPLOYMENT OPPORTUNITY

3.1 Policy

3.1.1 It is the City's policy to employ, retain, promote, discipline, discharge, and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence. This policy shall be applied without regard to any individual's sex, race, color, age (if 18 or over), national origin, marital status, ancestry, disability, religion, political affiliation or protected class unless based upon a bona fide occupational qualification. However, the City has the right to establish bona fide occupational qualification and requirements and may follow applicable law with regard to employees who are married.

3.1.2 It is the intent and desire of the City that equal employment opportunity shall be provided in employment, promotions, wages, benefits and all other privileges, terms and conditions of employment as provided by the law.

SECTION 4 – RECRUITMENT PROCESS

4.1 Job Announcement

4.1.1 A job announcement shall be initiated by the Department Head for any vacant position within the City and given to the City Administrator.

4.1.2 The announcement shall specify title and salary range of the position, the general nature of the duties performed, qualification requirements, the time and place to apply, and may include the selection process to be used.

4.1.3 Job announcements shall be posted on appropriate bulletin boards, websites and/or published in appropriate newspapers and newsletters. Job announcements shall be posted a minimum of ten (10) working days prior to the closing date.

4.2 Eligibility

4.2.1 At the time of application, all applicants must meet the minimum qualifications for the position or demonstrate a reasonable assurance of meeting the minimum qualifications by the time of appointment.

4.2.2 Appointment to positions is through an open competitive process and shall be based on merit and fitness. Promotional appointments may be made exclusively from current employees if it is determined by the City Administrator that one or more employees are interested and qualified to compete through an internal selection process.

4.2.3 Applicants for employment shall furnish complete information requested as to education, special training, experience and skills, as well as a chronological schedule of employment, references, and other pertinent information.

4.2.4 “Employment of Relatives”. Relatives of employees as defined in ORS 659A.309 may be hired by the City if the individuals do not work in a direct supervisory relationship with one another. Current employees who marry shall be permitted to continue working only if they do not work in a direct supervisory relationship with one another. Employees shall be given the opportunity to accept another available and suitable position to avoid direct supervision by a relative. If such a change cannot be accomplished, one employee may resign or the City shall discharge the least senior employee.

4.3 Applications

4.3.1 Applications shall be available in the Human Resources Department. Applications shall be accepted only for advertised openings. Applicants shall complete and file the application form and any supplemental materials required by the City for positions within the time period specified in the job announcements.

4.3.2 No person who has failed to file a proper application by the filing deadline may be considered for employment.

4.3.3 Applications shall not be rejected for deficiencies that can be corrected prior to the filing deadline.

4.3.4 Resumes shall be accepted as additional information in applications.

4.3.5 An application may be discarded, subject to public records retention law, if:

A. No additional vacancies occur for which the applicant is qualified and there is no other reason to consider it within six (6) months of the date submitted.

B. An applicant fails to respond with ten (10) days to any inquiry relative to availability for appointment.

C. The applicant requests that it be discarded.

4.4 Screening/Selection

4.4.1 Applicants shall be considered solely on job-related knowledge, skills, abilities, experience, education, training, aptitude and character and, when appropriate, prior demonstrated performance.

4.4.2 All elements of the screening process shall be administered, scored, evaluated and interpreted uniformly.

4.4.3 Upon review of completed applications, applicants shall be notified in writing as to whether or not they were chosen to advance to the testing process, if applicable.

4.4.4 Applicants proceeding to the testing phase may be given an oral and/or written examination, which shall include reading, writing, memorization and listening abilities. Results of the examination shall be retained in written form by the City for no less than seven (7) years.

4.4.5 Applicants who achieve the minimum test score or higher shall proceed to the interview phase. The oral interview shall include uniform questions and utilize a uniform rating scale to assess personal attributes.

4.5 Background Investigation

4.5.1 Employees who may be required to drive must possess a valid Oregon driver's license and must comply with any operator's license restriction and/or requirements. An offer of employment may be contingent upon verification of an applicant's clear driving record.

4.5.2 With the applicant's consent, a background investigation shall be conducted by the City, or for the City by the Jackson County Sheriff's Office or another qualified police agency or investigator and may include any or all of the following:

- A. Records check for local, criminal and traffic records, state and national checks for warrants and prison records, and finger printing for state and federal screening;
- B. Reference Interview;
- C. Past and present employer interviews;
- D. Examination of applicant's previous and current address;
- E. Interviews with acquaintances and neighbors;
- F. Family history;
- G. Applicant interview;
- H. Credit report;
- I. Drug screening.

4.5.3 The completed background investigation report shall be maintained in a locked file separate from other personnel files.

4.6 Physical Examinations

4.6.1 An offer of employment may be contingent upon an applicant's successful completion of a medical examination and for Police Officers, a psychological examination. The City may require each finalist to take a pre-employment physical examination. If required, these examinations shall be provided by the City at City's expense.

4.6.2 In order to ensure continued qualification for employment, the City may request that its employees periodically submit to a medical examination at the City's expense.

SECTION 5 – APPOINTMENT / EMPLOYMENT PROCESS

5.1 Offer of Employment

5.1.1 The recommended applicant for a position shall be presented to the City Council. If the City Council approves the recommended choice, the City Administrator shall be directed to make an offer of employment with the City.

5.1.2 Applicants shall be notified they have five (5) working days in which to reply to the City's offer. If an applicant does not respond within the specified time frame, the offer shall be considered withdrawn.

5.1.3 Unsuccessful applicants shall be notified within 24 hours after position is filled.

5.2 Promotions

5.2.1 It is the City's policy to encourage and promote the professional growth of each employee. The City encourages employees to apply for promotion to a position for which they are qualified.

5.2.2 It is the City's policy to select the most qualified and appropriate person to fill a vacant position. Both current employees and applicants from outside City service, may be recruited.

5.2.3 Unless a direct promotion is approved by the City Council, the appointment to fill a vacancy shall be made on a competitive basis, utilizing the criteria for screening and selection established in Section 4 of this Personnel Policies and Procedure Manual.

5.3 Transfers

5.3.1 An employee seeking transfer to a vacant position for which he/she possesses the minimum qualifications shall submit a written request to his/her Department Head. Such requests shall then be referred to the appropriate Department Head for consideration.

5.3.2 The City Council shall have the authority to transfer an employee to another position or department without the employee's approval.

5.4 Orientation

5.4.1 Upon appointment the Department Head shall be responsible for orientation of new employees. Orientation shall include, but shall not be limited to, organization and services of the City, work rules, personnel policies and procedures, safety training, completion of payroll forms, and introduction to other City personnel.

5.5 Employee Status

5.5.1 Regular full-time employees are defined as those employees who regularly work a minimum of forty (40) hours a week on a continuing basis and who have completed the training period.

5.5.2 Regular part-time employees are defined as either 1) those employees who regularly work fewer than twenty (20) hours a week, and are therefore not members of the bargaining unit or 2) non-exempt employees who regularly work twenty (20) hours or more per week, but fewer than forty (40) hours per week, are in the bargaining unit and are eligible for related rights and benefits. Such employees must work on a continuing basis and have completed the training period.

5.5.3 Temporary employees are defined as those employees holding jobs of limited period of time, not to exceed four (4) consecutive months in a twelve (12) month period, arising out of special projects, abnormal workloads or emergencies. Temporary employees are ineligible for City-paid benefits, with the exception of sick time, which will be paid in accordance to Oregon's sick time law.

5.5.4 Seasonal employees are defined as those employees hired for not more than six (6) months during the period between April 1st and October 31st. Seasonal employees are ineligible for City-paid benefits, with the exception of sick time, which will be paid in accordance to Oregon's sick time law.

5.6 Volunteers

5.6.1 Volunteers are not considered employees of the City. Volunteers receive only those benefits expressly conferred in writing or by law. Workers' Compensation insurance shall be provided to volunteers as authorized by the City Council, and may be rescinded by the City Council at any time. Volunteers are required to record the date and time of periods worked and turn those records in to the designated Department Head.

5.6.2 The service of a volunteer may be discontinued at any time without cause.

5.6.3 Volunteers must abide by all applicable rules, policies and practices of the City and are held to the same standard of performance as applies to regular employees.

5.7 Duration of Employment

5.7.1 All employees, except temporary employees, are hired for an unspecified duration. The City does not guarantee employment for any specific length of time.

5.7.2 Employment is at the mutual consent of the employee and the City. Accordingly, either the employee or the City can end the employment relationship, at any time without cause subject to applicable bargaining agreements.

5.7.3 Discipline and discharge may occur subject to the policies and procedures set forth in Section 19 of this manual.

5.8 Anniversary Dates

5.8.1 A permanent employee's anniversary date shall be his/her date of hire.

SECTION 6 – PROBATIONARY PERIOD

6.1 Purpose

6.1.1 The probationary period is an integral part of the employee selection process and provides the City with the opportunity to observe an employee's work, training and cooperation with fellow employees while working in the new position, and provides the City an opportunity to terminate any employee whose conduct or work performance fails to meet the City's standards.

6.2 Duration

6.2.1 All newly-hired exempt and non-exempt employees shall serve a probationary period of twelve (12) months of full-time employment. Law enforcement and Fire personnel shall serve a 12 month probation after successful completion of the respective academy and receiving their Oregon Basic Certificate. Employees may be terminated at any time during the probationary period at the sole discretion of the City, and not subject to the grievance process.

6.2.2 Promotional appointments shall be tentative with a probationary status of twelve (12) months. An employee serving a probationary period after a promotion to a position inside the bargaining unit may be returned to the former position, if in the City's sole judgment, the City determines that the employee's job related conduct or job performance does not meet the City's expected standards and requirements.

6.3 Action at End of Probationary Period

6.3.1 Within seven (7) calendar days prior to the completion of an employee's training period, the Department Head must take one of the following steps:

- A. Notify the employee in writing that he/she has successfully completed the training period and has become a regular full-time or a regular part-time employee of the City;
- B. Recommend that the employee be terminated;
- C. In the case of a promoted employee, recommend that the employee be returned to his/her previous classification, even though this necessitates the layoff of the employee currently occupying that position;
- D. Recommend to extend the training period.

6.4 Fringe Benefit Status during Probationary Period for New or Re-Hired Employees

6.4.1 This section applies only to new or re-hired employees serving a training period. It does not apply to promotional training periods.

6.4.2 ETO benefits shall be accrued during an employee's training period.

6.4.3 The employee shall not be allowed use of any accumulated ETO for the first six months of their probationary period, except for use of ETO for sick leave purposes.

6.4.4 Authorized leave without pay or military leave may be taken during an employee's training period.

6.4.5 Medical insurance, life insurance and retirement contributions shall be provided for eligible employees during the training period.

SECTION 7– REDUCTION IN FORCE (LAYOFFS)

7.1 Purpose and Notice

7.1.1 Reductions in force (layoffs) may be implemented due to changing needs of the City. The City Council may consider the recommendations of Department Heads or the City Administrator, but the Council has the final authority in such decisions. The City reserves the right to determine which positions to eliminate.

7.1.2 In lieu of layoffs, the City may selectively reduce the hours of work of City Personnel. No such reductions shall be construed to be layoffs, regardless of the nature of work or the number of hours reduced.

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

7.2 Effect on Benefits

7.2.1 The laid-off employee shall no longer accrue vacation leave or sick leave benefits. The City shall cease to contribute to the retirement plan for a laid-off employee. The City shall cease payment of premiums for medical insurance, life insurance and retirement benefits.

7.2.2 The City shall notify the laid-off employee that he/she is eligible for continuation of group coverage of medical insurance benefits, at his/her own expense, in accordance with current state and federal law.

7.3 Recall

7.3.1 Those employees laid off from employment shall be eligible for recall to their classification for up to eighteen (18) months without loss of seniority. Employees on the recall list are responsible for keeping the City notified of their mailing address.

SECTION 8 – VOLUNTARY RESIGNATION

8.1 Written Notice

8.1.1 To resign voluntarily, an employee is requested to submit a written letter of resignation to his/her Department Head providing at least fifteen (15) days advance notice.

8.1.2 Department heads are requested to provide at least thirty (30) days written notice.

8.1.3 The letter of resignation should include the reason(s) for leaving the City's employ.

8.2.4 An employee who does not submit a written resignation pursuant to this Section 8.1 may be precluded from future employment with the City.

8.2 Forfeiture of Seniority

8.2.1 An employee who resigns shall permanently forfeit all seniority rights upon resignation.

SECTION 9 – EMPLOYEE PERFORMANCE REVIEWS

9.1 Purpose

9.1.1 Employee performance reviews are an important communication process between the employee and his/her Department Head. Such reviews provide information relating to merit, identify areas of training needs, and the strengths and weaknesses of the individual employee's work performance. The performance review provides an opportunity to let employees know how well they are performing their job and to discuss any performance problems they may have. The performance review can also serve as a basis for personnel decisions such as merit increases, promotions or discharge.

9.1.2 Meaningful performance assessments require the participation of both the supervisor and the employee in the evaluation of the employee's performance.

9.1.3 Department Heads performance reviews shall be conducted by the City Administrator and Personnel Committee, following the guidelines set out below for staff employees.

9.2 Review Process

9.2.1 Written performance reviews shall be completed at least annually and in accordance with the guidelines and instructions set forth below.

9.2.2 Department Heads shall establish standards of expected work performance for each position and measure employees' actual performance against these standards, including progress against the previous year's objectives, utilizing the official performance review.

9.2.3 In cases where the Department Head does not have ample opportunities to judge the employee's performance, the immediate supervisor should be consulted in completing the evaluation. In addition, each employee may be asked to complete the same form as a self-evaluation tool prior to the formal discussion with the Department Head.

9.2.4 The Department Head shall review and discuss the entire evaluation with the employee at an evaluation interview. The employee shall be given adequate advance notice of the scheduled date. This interview provides an opportunity for a frank and constructive appraisal of the employee's performance in relation to position requirements.

9.2.5 The employee and the Department Head are required to sign the performance review following the interview. Signature does not indicate agreement on the part of the employee.

9.2.6 Any recommendations made as a result of the evaluation report are to be included in writing and attached to the evaluation report (e.g., merit or step increases, extension of the training period, elevation to regular status, or discharge).

9.2.7 All evaluation reports shall be forwarded to the City Administrator for review, and maintained in the employee's personnel file.

9.2.8 Evaluations of Department Heads will be performed by the Administrator utilizing the performance objectives established by the Personnel Committee.

9.2.9 Failure of the City to provide a timely performance review shall not, in and of itself, create any presumption of the performance or status of an employee.

9.3 Training Review

Department Heads are encouraged to hold frequent performance review sessions with employees in training. However, each employee shall be evaluated in at least two performance progress reviews, six months and one year, during the training period.

9.4 Review Schedule

9.4.1 All regular full-time and regular part-time employees shall be evaluated on at least an annual basis. These performance reviews are to be held in the month prior to the beginning of the new fiscal year.

9.4.2 A supplemental performance review may be scheduled on any occasion deemed appropriate by the Department Head.

SECTION 10 – COMPENSATION PLAN

10.1 General Policy

10.1.1 The City shall maintain a pay plan covering all positions in the City showing the range of rates of pay. These pay rates are approved by the City Council.

10.1.2 Compensation levels are evaluated based upon a variety of relevant factors, including, but not limited to prevailing rates of pay for comparable work in other comparable public and private employment, consideration of conditions of work and basic pay, current costs of living, the local economy and wage adjustments in the community, suggestions of Department Heads and the City's financial condition.

10.2 Pay Plan for Union Employees

10.2.1 Salaries for Union Employees are contained in current Union Contracts.

10.3 Pay Plan for Other Employees

10.3.1 Salaries for City employees not covered under a collective bargaining unit will be established in accordance with the following general procedure. In preparation of the budget to be presented to the City's Budget Committee for ultimate submission to the City Council, the City's Administrator will provide the City's Personnel Committee with the latest economic statistical information available that may have relevance for determining salaries. This information shall include, but not be limited to the current rate of inflation (both national and Oregon, using appropriate indexes), comparable wages for like positions in the Rogue Valley area, and comparable wages for like positions in cities of comparable size and relevant circumstances to the City of Jacksonville.

10.3.2 The Personnel Committee shall prepare and present salary recommendations to the City's Budget Committee for ultimate submission to the City Council.

10.3.3 The recommendations of the Personnel Committee shall take into consideration all information provided by the Administrator, the individual employees' performance, input from other City Committees and Commissions as appropriate, as well as the general status of the economy and the financial circumstances of the City.

The final decision regarding annual increases for non-union employees will be made by the City Council at the time it approves the City's overall budget.

SECTION 11 – INSURANCE / RETIREMENT PLAN

11.1 Medical/Dental/Vision Allowance

11.1.1 Exempt employees may be covered by the Health Plan included in the current Union Contract Agreement. The City provides exempt employees a medical/dental/vision allowance equal to the base amount stated in the current Union contract for non-exempt employees. They shall have any coverage costs deducted from the employee's paycheck.

11.2 Extended Medical Insurance Benefits

11.2.1 As provided by COBRA (the Consolidated Omnibus Reconciliation Act) and applicable Oregon law, the City shall offer continuing medical insurance coverage on a self-pay basis to employees and/or their dependents following termination, retirement, death, divorce, separation or when a dependent child ceases to be a dependent child, under the provisions of the policy. As provided by COBRA and applicable Oregon law, this continued medical insurance coverage shall be the same as the current level provided to the employee and other employees. In all matters concerning eligibility for and/or duration of continued medical insurance coverage, the City shall comply with the requirements of COBRA.

11.3 Life Insurance

11.3.1 The City will provide for the purchase of a term life insurance benefit policy, and an accidental death and dismemberment benefit policy equal to \$10,000 for all other employees, other than temporary, seasonal and part-time employees working under twenty (20) hours. In accordance with the terms of the life insurance plan, an insured may purchase by payroll deduction additional coverage, if obtainable, at no cost to the City. If the City's provider offers dependent coverage, the City shall make it available at the employee's option and expense.

11.4 Retirement Plan

11.4.1 The City participates in the Oregon Public Employees' Retirement System (PERS) or its successor as determined by the State of Oregon. The City will pay the employee's contribution, currently six percent (6%).

11.4.2 Employees shall be allowed to participate through payroll deduction in the deferred compensation program or other programs offered through the City. All contributions are made by the employee.

SECTION 12 – WORKERS’ COMPENSATION

12.1 Description of Coverage

All employees are covered under Workers’ Compensation law for industrial accidents which result in injury or disease that is directly related to the employee’s work. An “injury” covered by the Oregon Workers’ Compensation Law, and for purposes of this manual, shall be an accidental injury as defined in ORS 656.001 to 656.794. In the event an employee sustains a time loss resulting from on-the-job illness or injury which qualifies as a valid Worker’s Compensation claim, the City shall compensate the employee in an amount equivalent to the difference between the employee’s regular straight-time net earnings and the amount of the Worker’s Compensation payment for the period covered. In such cases, prorated charges will be made against accrued sick leave benefits. The City will pick up the first three (3) days of time resulting from a qualifying on-the-job injury if the claim is accepted.

SECTION 13 – WORK SCHEDULE AND ATTENDANCE

13.1 Workweek

13.1.1 The basic workweek shall be 12:01 a.m. Saturday through midnight the following Friday and consist of forty (40) work hours per week in a seven (7) day period. The regular workweek shall consist of eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) days off or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) days off. Work schedules shall be determined by the Department Head.

13.1.2 Police Officers may be paid by either the standard forty (40) hour week or any of the “7(k) systems” available under State Law. The work period for Police Officers working a 12 hour shift schedule will be a 14 day work period.

The work week period for Firefighters working a 24 hour schedule shall begin the first hour of their shift and end twenty-eight (28) days later. Work schedules shall be determined by the respective Chief of the department.

13.2 Hours of Work / Work Schedule

13.2.1 The hours during which City offices and departments shall be open to serve the public shall be determined by the City Council.

13.2.2 Unless the City and the employee mutually agree otherwise, each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The workday is a twenty-four (24) hour period commencing with the first hour of the employee’s work shift. Unless the City and the employee mutually agree otherwise, employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations. This does not apply to: Firefighters; scheduled overtime; or to cover an unexpected shift due to illness.

13.2.3 Unless the City and the employee mutually agree otherwise or unless an emergency exists, employees shall be advised in writing by the City at least two (2) days in advance of a change in their normal work schedule.

13.2.4 Other regular flexible work schedules may be utilized. Work schedules may be adopted for the entire City or any department either temporarily or permanently as required.

13.2.5 Employees are encouraged to work with their Department Head to minimize overtime by utilizing flex time within a week to the extent practicable under the law.

13.3 Rest Periods

13.3.1 Rest periods shall be scheduled by the City in accordance with the operating requirements of each employee's duties and in conformance with applicable law. Total rest period time shall average thirty (30) minutes for an eight (8) hour shift, but shall never be less than the minimum required under the law. An employee required to work twelve (12) hour shift shall receive an additional fifteen (15) minutes of average rest period time per day.

13.3.2 Rest periods shall not interfere with, or be detrimental to, the public safety.

13.3.3 Department heads are responsible for monitoring employee compliance with these provisions.

13.4 Meal Periods

13.4.1 Employees other than Police Officers shall be granted an unpaid meal period of a minimum of thirty (30) and a maximum of sixty (60) minutes during each work shift. Police Officers and Firefighters shall receive a paid thirty (30) minute meal period as determined by their Department Head due to operational need and the potential for the development of emergency situations; however, the Department Head shall comply with applicable law and shall attempt to schedule meals periods in the middle of the work shift, or as near thereto as practicable.

13.5 Attendance

13.5.1 Maintaining an acceptable level of job attendance is part of good work performance and is one of the standards by which an employee's overall contribution to the City may be measured. Each employee is required to be on the job, on time, every scheduled workday.

13.5.2 Recurring and excessive absences or tardiness is disruptive to work schedules, costly to the City and its residents, and detrimental to the morale and efforts of employees who maintain a good work record. Recurring and excessive absences or tardiness may be cause for immediate disciplinary action, including discharge.

13.6 Absence

13.6.1 An employee shall not be absent from work for any reason, other than those specified in Section 16.7 and/or 16.8 of this Personnel Policies and Procedures Manual authorizing sick leave, without making prior arrangements with his/her Department Head.

13.6.2 An employee who is ill shall notify his/her Department Head in accordance with the provisions outlined in Section 16.7 of this Personnel Policies and Procedures Manual.

13.6.3 Any unauthorized absence of an employee from duty shall be deemed to be an

absence without pay and may be cause for immediate disciplinary action, including discharge.

13.6.4 An employee who is absent from work for three (3) consecutive working days without authorization, except for a situation beyond the employee's control, shall be considered to have resigned and abandoned his/her job as of the last day worked.

13.7 Time Records

13.7.1 Timesheets must serve as an accurate record of an employee's actual time worked including overtime hours. Timesheets are required to be submitted semi-monthly to the payroll clerk, in accordance with the current pay period chart established by the City Treasurer, however, no more than eight (8) days and no less than four (4) days prior to the scheduled payday. Each employee, except Department Heads and the City Administrator, shall accurately document, on a daily basis, the time spent in working for the City. Timesheets must be signed by BOTH the employee and his/her Department Head. Any changes/corrections must be initialed by the employee. Personal time spent in City offices or shops outside regular working hours shall not be recorded.

13.7.2 Department heads are responsible for monitoring employee compliance with these provisions. An employee of the City may volunteer service to the City, but the time involved shall not be recorded as hours worked. All volunteer activities by employees must be approved in advance, in writing, by the Department Head.

13.8 Inclement Weather / Disasters

13.8.1 "Inclement weather" and "disasters" are when severe weather or other events cause hazardous driving conditions for both public and private transportation; when the presence of hazardous materials or chemicals poses a clear health or safety risk; and when unsafe driving or stay-at-home warnings are issued by appropriate agencies. Such events include, but are not limited to, ice storms, blizzards, earthquakes, volcanic eruptions (lava, ashes, rock), floods, widespread fires, extreme wind conditions, and chemical spills.

13.8.2 The City has an obligation to its citizens to continue offering public and emergency services during inclement weather and disasters, and employees are to consider City offices open and operating. Employees are encouraged to make every attempt to report to and remain at work, unless otherwise notified by the Administrator, or other authorized employee.

13.8.3 Employees are encouraged to prepare for inclement weather conditions early in the season by weatherizing automobiles; purchasing snow tires or chains and footwear intended for use on snow or ice; riding public transportation; or arranging car pools or other alternate means of transportation. However, this policy is not intended to suggest that employees should risk danger or possible injury in order to get to and from work, and employees must use their own judgment in determining their ability to get to work safely.

13.8.4 Only the Administrator or a specifically authorized designee can give the direction for a partial City closure or curtailment to minimal staffing levels due to inclement weather or disasters. This will be done only in rare and very extreme circumstances.

13.8.5 Emergency service designated employees provide emergency response services and, if scheduled to work or called in to work, must report to work during partial closures and curtailed City operations, unless authorized to remain at home on leave by the Administrator or authorized designee. In consultation with Administrator, Department Heads are responsible for identifying critical services and positions, such as emergency services positions, etc., that must remain available during partial closures and curtailed City operations. Each department will develop a procedure for identifying and informing employees who are required to report for duty, and shall inform those employees of their designation as critical and the expectations for report to work.

13.8.6 In the case of disaster all employees may be required to report to work unless authorized to remain at home on leave by the Administrator or authorized designee (under the direction of the Administrator). Employees are encouraged to respond to a local emergency operation center if the disaster prevents them from report to work at the City.

13.8.7 In the event adverse weather conditions hamper or prevent travel, the following compensation guidelines will apply to all full-time regular employees. In addition to these, there are specific overtime compensation policies relating to emergency situations for certain employees performing emergency services (for example, police, fire and public works employees).

If.....	Compensation will be.....
Employee arrives late to work	Absence is charged to comp time or ETO, or unpaid if no appropriate leave is available.
Employee cannot arrive to work	Absence is charged to comp time or ETO, or unpaid if no appropriate leave is available.
Supervisor approves employee's request to leave early	Remaining hours are charged to comp time or ETO, or unpaid if no appropriate leave is available.
Employee is sent home early by supervisor (under the direction of the Administrator or authorized designee)	Employee is paid for remainder of workday, no charge to comp time or ETO (time sheet shows "inclement weather"
City offices are closed due to adverse weather (under direction of the Administrator or authorized designee)	Employee is paid for the entire workday, no charge to comp time or ETO (time sheet shows "inclement weather"

13.8.8 Employee responsibilities:

- As indicated above, employee should make a maximum effort to report to and remain at work.
- Employees must advise their supervisors promptly, or as soon as possible, and in accordance with departmental procedures, once the employees realize they will arrive late to work or will be unable to report to work. It is important for supervisors to be contacted as soon as possible in order to arrange personnel coverage.
- Employees must obtain authorization to leave early in the workday before doing so.
- Employees are expected to complete time sheets appropriately in accordance with 13.7.

13.8.9 Department Heads do not have the ability to provide “paid time-off due to inclement weather” except as provided above. Department Heads will be notified by the Administrator or authorized designee when employees are eligible for paid time-off due to inclement weather.

13.8.10 In the event paid time-off due to inclement weather is authorized and an employee is already absent due to scheduled vacation or other paid leave, that employee will continue to have his/her absence charged against such leave accrual.

13.8.11 The compensation guidelines listed above apply only to regular full-time and regular part-time employees and does not apply to seasonal or temporary employees.

SECTION 14 – PAYROLL

14.1 Payday

14.1.1 City employees are paid on a semi-monthly basis and receive their paycheck in the morning of the 15th and on the last working day of each month. In the event that a payday falls on Saturday, Sunday or a holiday, that pay day shall be the preceding business day.

14.2 Rates of Pay

14.2.1 The normal rate of pay shall be a semi-monthly rate for full-time employees and an hourly rate for part-time employees, based on actual hours worked.

14.2.2 Hourly rates of pay may be used for those classes or positions where conditions of employment warrant. Except in the case of “7k” firefighters, hourly salaried rates shall be determined by dividing the annual rate by 2080 hours, (8 hours/day x 52 weeks/year = 2,080 hours).

14.3 Partial Semi-Monthly Pay

14.3.1 In computing the salary amount for personnel working less than a full semi-monthly period, the amount shall be prorated to the full-time rate on the basis of actual workdays. Holidays shall be considered as workdays for purposes of prorating.

14.4 Pay upon Termination

14.4.1 A regular employee terminating employment with the City shall be timely paid as provided by law. This termination paycheck shall include any earned but unpaid wages, any accrued but unused ETO (per section 16.5.14), as well as any accumulated compensatory time.

14.5 Payroll Deductions

14.5.1 Federal and state laws require the following deductions from every paycheck:

- A. Federal Withholding Tax;
- B. State Withholding Tax;
- C. Social Security Taxes (FICA);
- D. Worker’s Compensation Insurance-Employee Surcharge;
- E. Court ordered payments or garnishments;
- F. Other deductions required by law.

14.5.2 Other optional deductions may be made from the employee’s paycheck with the employee’s written consent, including, but not limited to:

- A. Credit Union participation;
- B. United Way contributions;
- C. Money due to the City;
- D. Life Insurance Premium for dependents;
- E. Deferred Compensation Programs.
- F. Other programs offered through the city

14.6 Worker's Compensation

14.6.1 The City shall pay the employee's share of the worker's compensation base premium.

SECTION 15 – OVERTIME

15.1 Policy

15.1.1 Department heads shall assign to each non-exempt employee regular work duties and responsibilities that can normally be accomplished within the established workday and workweek. However, situations may arise requiring non-exempt employees to work extra time in addition to their normal working hours. Such overtime shall be at the direction of the non-exempt employee's Department Head.

15.1.2 Except in an emergency situation, non-exempt employees are not permitted to work overtime without authorization of their Department Head. Non-exempt employees who work overtime without proper approval may be subject to immediate disciplinary action, including discharge.

15.1.3 Exempt employees may be required to work hours in addition to their regularly established workweek. Such overtime is considered part of the job responsibility of these employees. However, as exempt employees, they are not eligible for overtime pay.

15.1.4 It is the City's general policy that overtime shall be discouraged in favor of the provision of compensatory or flex time that is utilized within the same work week wherever lawful and practicable. In coordination with the employee, the Department Head shall determine the scheduling of such compensatory time and ensure its use. Where situations make the use of compensatory time within the work week unfeasible the compensatory time shall be accumulated at the rate of one and one-half times the hours worked to a maximum of twenty-four (24) hours.

15.2 Eligibility for Overtime Compensation

15.2.1 Where overtime is required for the efficient operation of the City, the following shall apply:

- A. All work performed in excess of forty (40) hours in a seven (7) day period as defined in section 13.1, except for employees on a 7(k) exemption.

For Police Officers: if assigned to a 12 hour shift schedule on the 7(k) 14 day work period, Police Officers are eligible for overtime for hours worked exceeding 80 hours in a 14-day period.

For Fire Fighters: Using the 28-day FLSA cycle, firefighters will earn overtime for hours worked exceeding 212 hours per cycle, as provided by FLSA 7(k) exemption.

- B. The City shall be the sole judge as to the necessity of the requirement to work overtime. The City shall give as much notice as possible of the necessity to work overtime.
- C. Overtime shall be calculated to the next one-fourth (1/4) hour.

D. Paid leave shall be computed as hours worked for purposes of overtime compensation.

E. The basic hourly rate for overtime computation for all employees except Firefighters working a twenty-four (24) hour work schedule shall be the employee's yearly wages divided by 2080 hours. The basic hourly rate for overtime computation for Firefighters working a twenty-four (24) hour work schedule shall be the employee's yearly wages divided by 2,763 hours. Using the base hourly rate, the employer will include applicable incentive pays earned during the pay period to calculate overtime per pay period.

15.2.2 Exempt employees are not eligible for paid overtime compensation at any time. However, work schedule permitting, they are able to take time off at another time, i.e., "flex" time within a reasonably proximate time period.

15.3 Overtime Records

15.3.1 All overtime worked must be noted by the non-exempt employee on his/her timesheet. The employee shall indicate the reason for the overtime on the Overtime Record Form.

15.4 Authorization

15.4.1 Failure to obtain prior authorization to work overtime, or failure to obtain written authorization for payment of overtime worked, may be cause for immediate disciplinary action.

15.4.2 It is the non-exempt employee's responsibility to submit the Overtime Record Form to the Department Head on a monthly basis for written authorization for payment.

15.5 Overtime Compensation

15.5.1 Overtime work shall be compensated either by the accumulation of compensatory time at the rate of one and one-half times the hours worked to a maximum of twenty-four (24) hours, or by payment (added to the employee's normal payroll check and subject to normal withholding amounts and other deductions) at the rate of one and one-half times the hourly rate, at the employee's option. Compensatory time earned in excess of twenty-four (24) hours shall be paid through normal paychecks.

15.6 Call Back

15.6.1 Employees called back to work shall receive overtime pay for the work for which they were called back and, if called back, shall be credited with not less than two (2)

hours' time compensated at time and one-half. This section applies only when call back results in hours worked which are not annexed consecutively to one end or the other of the working shift, or hold over time annexed to the end of the work shift. If at the end of the shift the employee has departed the City's premises for more than one (1) hour before being called back, the same shall not be considered hold over time, but shall be compensated or receive compensatory time as call back under this section.

15.7 Stand-by

15.7.1 Employees on stand-by are required to be available to report for duty within twenty (20) minutes. Employees shall be compensated while on stand-by as follows:

15.7.2 Employees will be assigned weekly stand-by on a rotational basis. Each employee shall be compensated at the rate of \$196 per week (\$28 per day) of assigned duty. Employees on stand-by on a holiday shall receive an additional \$28. Employees may, with the approval of the Department Head, trade days or have another employee take all or part of his stand-by duty. Stand-by assignments must be assigned or approved by the Department Head in order to be compensable; mere possession of a pager, radio, or cell phone does not constitute a stand-by assignment.

SECTION 16 – TIME OFF / LEAVES

16.1 Authorization

16.1.1 All requests for time off are subject to appropriate authorization from the appropriate Department Head or City Administrator. It is the employee's responsibility to obtain the appropriate authorization.

16.1.2 All ETO hours shall be documented specifically on the timesheet for the pay period in which they were taken.

16.2 Trade of Earned Time Off (ETO)

17.2.1 Under no circumstances shall an employee trade, sell or borrow ETO time. Police Officers and Firefighters may trade working days with a like employee subject to the approval of the respective Chief, or the City Administrator in the Chief's absence. Requests for each trade shall be made at least forty-eight (48) hours prior to commencement of the affected shift. Two employees may agree in writing, solely at their option and with the advanced written approval of the Chief or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, or to ensure that a substitution is reciprocated. The employees involved in the trade shall receive pay as if they had worked the regularly assigned shift.

16.3 Computation of Leave

16.3.1 All paid leaves shall be computed on the basis of an eight (8) hour work day.

16.3.2 All non-paid leaves shall be computed solely on actual calendar days off. (Example: a 30 day non-paid leave starting July 1st would terminate on July 30th).

16.4 Continuous Service

16.4.1 For the purposes of computing leave or ETO accrual, continuous service shall be the time of unbroken service, other than for time spent in military service, jury duty, vacation or sick leave.

16.4.2 Time spent on other types of authorized leave shall not count as time of continuous service except that layoff time shall be counted upon reinstatement.

16.5 Earned Time Off (ETO)

16.5.1 The City provides a program of "earned time off" ("ETO") that combines vacation and sick time into a single ETO bank.

16.5.2 ETO shall accrue at the following rates:

<u>Months of Continuous Service</u>	<u>Rate of Accrual</u>
0 – 60 months (1 to 5 years)	15 hours per month
61 – 120 months (5 to 10 years)	18 hours per month
121 – 180 months (10 to 15 years)	23 hours per month
181+ months (15+ years)	28 hours per month

16.5.3 Part-time employees shall accrue ETO on a pro-rated basis for actual hours worked. ETO will not accrue from a paid holiday or when utilizing existing ETO.

16.5.4 ETO begins accruing on the first day of employment. However, it can only be used for sick leave purposes until the completion of the sixth month of employment. ETO will not be earned for overtime hours or for unpaid leaves of absence.

16.5.5 Continuous service is defined as uninterrupted service with the City to include approved paid, unpaid, or other leave as defined in this manual.

16.5.6 ETO may be used for sick leave or vacation time. Each use has different prerequisites and reporting requirements.

16.5.7 An employee may utilize ETO when absent from work by reason of illness, injury, necessity for medical care, or exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee. Employees may also utilize ETO for illness or injury of a member of the employee's immediate family if required to make arrangements for care or providing initial attention to the family member, or any other sick leave purpose permitted by law.

16.5.8 An employee who is ill and unable to report to work shall notify his/her Department Head with as much advanced notice as reasonably possible. In the case of continuing illness, the employee shall continue to notify his Department Head of inability to work.

16.5.9 A physician's statement indicating the nature of the illness, that the illness required, or will continue to require, the employee to be absent from duty; and the estimated duration of the absence, and/or a physician's release indicating the employee's fitness to return to work shall be required by the Department Head for absences of three (3) days or more. For absence of greater duration, the City may request a fitness for duty release and medical report.

16.5.10 Without regard to the circumstances described in Section 16.5.9 above, should the Department Head have reasonable cause to question an employee's physical or mental fitness for the job, he may require the employee to obtain an examination. In this event, such an examination shall be limited to those areas that affect the employee's fitness to perform his/her job assignment. The City shall pay for the cost of such an examination. This section does not pertain to FMLA or OFLA medical examinations.

16.5.11 ETO used for the purposes other than sick leave (vacation or personal leave, which are referred to herein as "vacation leave") must be scheduled and approved by

the employee's Department Head in advance. Requests for vacation leave must be submitted to the Department Head or designee at least two (2) weeks in advance. However, the two (2) week notification period may be waived at the discretion of the Department Head or designee. Requests for vacation leave shall be granted on the basis of first come first served and City work schedules. In the case of simultaneous requests, seniority shall be a determining factor. While Department Heads should make every effort to comply with an employee's request, they have the authority to schedule vacation leave based on staffing requirements rather than employee preference.

16.5.12 For non-exempt employees hired after October 7, 2003, the maximum accumulation of ETO shall be equal to two and one-half (2 ½) times the employee's annual accrual rate. For example, the maximum accumulation of an employee hired after January 1, 2003, and who has worked for the City one (1) year, shall be 450 hours (15 hours per month x 12 x 2.5 = 450 hours). A non-exempt employee who has accrued the maximum number of ETO hours will cease to accrue ETO until his ETO balance has dropped below the maximum amount, unless the City has denied the time off due to operational needs. Exempt employees may be allowed to exceed this maximum accumulation cap, subject to written approval by the City Administrator; however, they are still subject to the termination cap described in 16.5.14 below.

16.5.13 Requests for ETO may not exceed an employee's accrued ETO balance. ETO shall be credited on a semi-monthly basis, the 15th and the last working day of each month. ETO for vacation purposes may be taken in one (1) hour increments for full-time employees. Part-time employees' use of ETO for vacation purposes coincides with the number of hours they are regularly scheduled to work. For example, a part-time employee is regularly scheduled to work four (4) hours each day Monday through Thursday and 3.5 hours on Friday. If the employee takes an ETO vacation day on a Friday, the employee's ETO bank is depleted a total of 3.5 hours.

16.5.14 A full-time employee who separates from service with less than five (5) years of service shall receive payment for up to eighty (80) hours. A full-time employee who has completed at least five (5) years of continuous service shall receive payment for up to one hundred and twenty (120) hours of accrued ETO. Part-time regular employees shall receive payment for up to thirty-nine (39) hours of accrued ETO. The payments for ETO under this section shall be considered vacation time. The remaining ETO balance shall be considered sick leave for PERS sick leave conversion purposes. Any employee, for any reason except death, who does not complete the probationary period, shall receive no credit or compensation whatsoever for ETO. Upon an employee's death, earned but unused ETO shall be paid in the same manner as salary compensation due the decedent as authorized by law.

16.5.15 No other paid time off is offered by the City unless it is granted in accordance with specific City policy, collective bargaining agreement, or is required by law.

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

16.5.17 Donated ETO Time. Employees who have exhausted all paid leaves may receive donated time from other City employees. In the case a City employee seeks to

donate ETO time, the employee will meet with Human Resources. ETO donation will be with written consent by the employee.

An employee may only donate up to 40 hours of ETO per calendar year and must have at least 100 hours remaining. Employees receiving donated ETO may receive up to 160 ETO hours per calendar year, absent extraordinary circumstances at the discretion of the City Administrator. Before receiving ETO donations from other employees, the receiving employee must provide written documentation from a medical care provider that leave is required.

All donated ETO leave is forfeited by the donating employee.

16.6 Holidays

16.6.1 The following shall be recognized as holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- 1 Floating Holiday (FTE-8 hrs. PTE- 4 hrs.)

16.6.2 Floating holidays shall be approved by the employee's Department Head based upon the operational needs of the City.

16.6.3 When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed for Non-Police and Firefighters working a normal forty (40) hour work week; and when a holiday falls on a Saturday, the previous Friday shall be deemed to be a holiday in lieu of the day observed.

16.6.4 If the actual holiday listed in Section 16.6.1 falls on an employee's regular day off, they will be scheduled to take that holiday off either the first or last work day within the week of the holiday. The employee shall receive one (1) additional day's pay in the event they do not receive the additional day off in that work week.

16.6.5 Employees working the actual holiday listed in Section 16.6.1 shall be compensated for eight (8) hours worked on the holiday at the holiday wage rate which shall be double the base hourly wage. Additional hours, if any, shall be paid at the overtime rate.

16.6.6 Employees on paid leave during a holiday shall receive holiday pay in lieu of using ETO. Employees on unpaid leave or receiving worker's compensation shall not receive holiday pay.

16.6.7 Part-time employees shall receive prorated holiday benefits based on scheduled number of hours normally worked, provided they work or have ETO available the day prior and the day following a holiday. Seasonal and temporary employees shall not be eligible for paid holiday benefits; however, they shall receive holidays off unpaid.

16.7 Occupational Injury/Illness Leave

16.7.1 In most cases, if an employee is injured on the job, the injured worker shall be entitled to benefits under the state Workers' Compensation law. The City carries Workers' Compensation insurance and shall assist injured employees in obtaining all benefits to which they are legally entitled.

16.7.2 If an employee receives compensation from the City's insurance carrier for an on-the-job injury, the employee must photocopy each check before cashing it and furnish a copy of the check to the City Treasurer.

16.7.3 On the Job Injury. An "injury" covered by the Oregon Workers' Compensation Law, and for purposes of this Agreement, shall be an accidental injury as defined in ORS 656.001 to 656.794. In the event an employee sustains a time loss resulting from on-the-job illness or injury which qualifies as a valid Workers' Compensation claim, the City shall compensate the employee with a supplemental payment, subject to applicable withholdings, in an amount equivalent to the difference between the employee's regular straight-time net earnings and the amount of the Worker's Compensation payment for the period covered. In such cases, prorated charges will be made against accrued sick leave (ETO) benefits, until accrued banks are exhausted. Thereafter, no further supplemental payment is made by the City. The City will pick up the first three (3) days of time resulting from a qualifying on-the-job injury if the claim is accepted.

16.8 Family and Medical Leave

16.8.1 General

A. When allowed by state or federal law, all leaves will run concurrently and all approved leave, whether paid or unpaid, will be counted against an employee's total annual leave entitlement under both federal and state law.

16.8.2 Notice

A. An employee is required to give 30 days' notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the employee's Department Head who shall forward it to the Human Resources Department. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one (1) to two (2) business days of the time the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.

B. If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days

after the employee provides notice.

16.8.3 Medical Certification

A. For leaves taken because of the employee's or a covered family member's serious health condition, the employee may be required to submit a completed "Physician or Practitioner Certification" form and return the certification to his/her Department Head who shall forward it to the Human Resources Department, along with such other certification as the City may require under the law. Medical certification must be provided by the employee within fifteen (15) days after requested.

B. The City may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

C. All documentation related to the employee's or family member's medical condition will be held in confidence and maintained in the employee's medical records file.

16.9 Unpaid Leaves of Absence

16.9.1 A non-probationary employee may be granted leave of absence without pay up to ninety (90) days in the City's sole discretion. Requests for such approval must be in writing, and must establish reasonable justification for approval by the City. No vacation, sick leave, retirement, or other benefits (except COBRA rights as applicable) will be continued or accrued during periods of leave without pay.

16.9.2 Requests must be submitted in writing and approved in writing by the employee's Department Head. However, the City Council retains the authority to grant such leaves.

16.9.3 Requests for extensions of authorized leaves must be submitted in writing, approved by the Department Head and authorized by the City Council.

16.9.4 The City shall not be responsible for payment of premiums to provide continuation of group health and life insurance benefits during an unpaid leave of absence. In order to keep the insurance in force, the employee is responsible for paying the premiums for the entire period of the leave at the beginning of the leave.

16.9.5 Other Leave-Employees are eligible for leave without pay to participate in a search and rescue operation and to donate blood or bone marrow as provided by law.

16.10 Compassionate Leave

16.10.1 In the event of a death or serious illness in the immediate family, an employee who attends a funeral or memorial service may be granted up to five (5) days compassionate leave with pay to travel and attend the funeral or memorial service. This leave shall be deducted from the employee's ETO as it becomes available. Should circumstances require an employee to be absent longer than the five (5) days, the Department Head may, at his or her discretion, extend the leave to seven (7) days, after

which the excess may be charged to accumulated ETO. In the event the City becomes subject to the requirements of OFLA, the bereavement leave provided in this section is concurrent to any benefits provided by OFLA. Immediate family is defined as mother, father, spouse, sister, brother, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, foster children living in the immediate household, grandparents and grandchildren. The Department Head may grant compassionate leave under exceptional circumstances for relationships other than those set forth herein, subject to the approval of the City Administrator.

16.11 Military Leave

16.11.1 Upon application to the City Administrator, the City shall grant a leave of absence without compensation to members of the reserve components of the Armed Forces of the United States or the State of Oregon, or to an employee who is called to perform extended military duty. Such employees shall be accorded all rights to which they are entitled under state or federal law.

16.11.2 An employee is allowed up to fifteen (15) days of military leave each year without loss of seniority or benefits, including maintenance of insurance payments.

16.11.3 Employees electing to do so may take up to fifteen (15) days of accrued ETO while serving annual training duty.

16.12 Court Leave

16.12.1 Employees called for jury duty, or subpoenaed as a witness regarding an action in which the City is a party, or a witness within the scope of their employment, shall not suffer any loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received while paid or on paid leave for the performance of such duty to the City. Employees are expected to report for work for the balance of their scheduled workday if excused early from jury duty. No private, personal civil or criminal case of the employee shall be covered by this court leave provision.

16.13 Notification Requirements Concerning Leaves.

16.13.1 In addition to the requirements set forth above, and in addition to any applicable requirements provided under the law, it is the employee's responsibility to provide the City with all of the following information in writing:

- A. As soon as he/she becomes aware of the need for a leave:
 - i. The specific reason the leave is being requested.
 - ii. The anticipated dates the leave will begin and end.
- B. During any leave granted by the City:
 - i. Periodic updates to the City at least every thirty (30) days during the

leave concerning the employee's status (or such other time period as the City specifies), expected date of return, and continued intent to return to work upon expiration of the leave.

- ii. Immediate notification to the City of a request to change the duration of the leave.

16.14 Return from Leave

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

16.15 Failure to Return from Leave

16.15.1 Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of the leave of absence, shall be considered as having resigned their position with the City, and the position shall thereupon be declared vacated, unless the employee, prior to the expiration of the leave, has furnished evidence that they are unable to return to work by reason of sickness, physical disability, or other legitimate reason beyond their control. In these circumstances this section shall override the allowances of Section 13.6.4.

SECTION 17-EARLY RETURN TO WORK POLICY FOR WORK-RELATED INJURIES/ILLNESSES

17.1 Early Return to Work Policy for Work-Related Injuries/Illnesses

17.17.1 It is the policy of the City of Jacksonville to return employees to work as early as possible following a work-related injury or illness. This policy is not intended as a substitute for reasonable accommodation when an individual also qualifies as an individual with a disability, nor is it intended to deny time off rights under the Family and Medical Leave Policy. For law enforcement staff; please refer to Oregon Association of Chiefs Model Directive for Temporary Transitional Work.

Note: This section is not designed as a substitute for reasonable accommodation under any applicable federal or state laws, such as Americans with Disabilities Act, The Rehabilitation Act of 1973 or other applicable laws. The policies and procedures in this early return-to-work program are not intended to be contractual commitments and they shall not be construed as such by our employees. This policy is not intended as a guarantee of continuity of benefits or rights. No permanent employment for any term is intended or can be implied by this policy.

17.2 Definition of Transitional Work

17.2.1 To minimize serious disability due to on-the-job injuries as well as reducing workers' compensation costs, the City of Jacksonville has developed the following procedures to handle time loss claims in which the worker can be offered temporary transitional work. Transitional work will be identified after the injured employee provides his/her Department Head with physical limitations or restrictions as outlined by the employees' physician. Transitional work may be any of the following:

- The worker's regular job, changed temporarily by removing heavier tasks; or
- Responsibilities associated with another regular position currently existing at the workplace; or
- Newly developed transitional work that is specifically designed around the worker's restrictions.

17.3 Offer of Transitional Work

17.3.1 The temporary transitional work, if offered, will end with the date the worker receives a regular release and may be ended at any time if there is no longer a need for the temporary assignment. Each case will be assessed individually based on need. Transitional work will last up to ninety (90) days and is not intended as a permanent modified position. The transitional work will be reviewed and can be extended with management approval as long as the work is available and the worker continues to improve medically.

17.3.2 Transitional work may not be implemented in every time loss claim. Wage rate will not necessarily be the same as that of the regular job, but in most cases, will be comparable depending upon the extent of restrictions. Acceptance of transitional work shall be on a voluntary basis at the option of the employee. However, refusal may affect

time loss compensation under workers' compensation. Failure to accept temporary transitional work following non-work related injuries or illnesses might result in termination if the employee is not eligible for leave under our Family and Medical or Personal Leave Policies.

17.4 Team Approach to Return to Work

17.4.1 A team consisting of the injured worker, his or her Department Head, the administrator or designee, CIS Claims, and the injured worker's physician will handle on-the-job injuries and occupational diseases. The team approach is the most effective method for achieving a return to productive work at the earliest opportunity. Responsibilities of the injured worker, the Department Head, and the office manager are outlined in the following sections.

17.5 Early Return to Work Policy

17.5.1 For Work-Related Injuries/Illnesses

- a. When an injury occurs, City Administration (either Office Manager or Human Resources Department determines if medical treatment was provided.
- b. If no medical treatment was provided City Administration will request an "Employee Work-Related Accident/Incident Analysis Report Form" from the Department Head.
- c. If medical treatment was obtained, City Administration will request an "Employee Work-Related Accident/Incident Analysis Report Form" and an 801 claim form.
- d. City Administration will finish the 801 claim form and will send it to CIS Claims within five (5) days to expedite the claims handling process.
- e. If the employee is not available to complete his/her section of the 801 form, the Department Head and/or City Administration will complete as much of the 801 claim form as possible and fax to CIS Claims to expedite the setup of the claim. The original form will be sent via mail. Once the Department Head and the employee have completed the 801 form, the finalized version will then be sent to CIS Claims.
- f. If the employee is released with restrictions that prohibit return to work at the regular job, City Administration discusses the possibility of temporary transitional work with the Department Head and the physician as soon as possible.
- g. If the physician does not supply the City Administration work restrictions for the employee, the City Administration follows up with a "Notice to Physician Letter" and "Release to Work" form requesting restrictions.
- h. If temporary transitional work is available, City Administration and the

Department Head will coordinate with the CIS Claims Examiner as soon as possible.

- i. A formal written job offer will be discussed with the CIS Claims Examiner and will then be presented to the employee in the form of a “Notice of Temporary Transitional Work”. If necessary, the City Administrator may wish to have the employee’s physician sign off on the responsibilities of the transitional work assignment.
- j. City Administration will monitor any temporary transitional work by checking periodically with worker’s Department Head.
- k. If the employee cannot return to regular work and transitional work is not available, ensure that the employee is reporting to office at least once a week.
- l. City Administration should coordinate progress on the claim until worker is released for regular work. City Administration relays information to appropriate CIS Claims personnel.
- m. If restrictions change, City Administration and Department Head discuss needs to change transitional work. If change is made, contact CIS Risk Management Consultant to write a new job analysis.

17.6 Department Head Responsibilities

17.6.1 For Work Related Injury/Illness

- a. As soon as the Department Head is made aware of an on-the-job injury/illness, he/she will coordinate first aid efforts (if necessary) and then complete a written “Employee Work-Related Accident/Incident Analysis Report Form”.
- b. If medical treatment is required and/or time is lost from work, the supervisor will also complete an 801 claim form with the employee. The 801 claim form is also completed if the injured employee insists on filing a claim, even if medical treatment is not required.
- c. The Department Head will accompany the employee to the doctor if possible. If the employee does not express a physician preference (and he/she clearly does not need emergency room services), the employee should be taken to an Occupational Health Facility or Immediate Care Clinic.
- d. The Department Head will make sure a “Release to Return to Work” form is submitted to the doctor at the first medical visit and will require the employee to return the form the same day.
- e. The Department Head notifies the City Administration of the work-related injury the day it occurs and turns in a copy of the incident/accident report (and 801 claim form if medical treatment was sought) within twenty-four (24) hours of the injury. The 801 claim form will then be faxed to CIS Claims to expedite the set-up of the claim, and the original is sent via mail. (Failure to report a workers’ compensation claim to CIS Claims within five (5) days of the injury could result in a delay of time

loss payments and possible penalty by the State).

- f. If the employee is not available to complete his/her section of the 801 form, the Department Head will complete as much of the 801 claim form as possible and provide to the City Administration. This will be forwarded to CIS Claims to expedite the claims handling process. Once the 801 form has been completed by the Department Head and the employee, the finalized version will then be sent to CIS Claims.
- g. The Department Head will participate in the accident/incident investigation to identify the root cause of the accident/incident as soon as possible. The investigation will be documented and provided to the City Administration within five (5) days from the time of the accident/incident.
- h. The Department Head follows up with the physician the date of the first exam. If the supervisor obtains the information, he/she relays this to the City Administration.
- i. If the worker is off work, the Department Head will contact him/her at least once a week to express care and concern and to learn the most recent developments in the medical condition, as well as the employee's work status.
- j. The Department Head relays information as he/she receives it to City Administration.
- k. When the employee is ready to return to work, the Department Head will ensure that he/she has a release to work from his/her physician.
- l. If worker is on temporary transitional work, the Department Head will ensure that he/she does not exceed his/her restrictions.
- m. The Department Head will relay any change in restrictions to City Administration and will discuss possible need for revising the transitional work.

17.7 Employee Responsibilities

17.7.1 For Work Related Injury/Illness

- a. Report all injuries to your Department Head immediately. If medical treatment is necessary and you have no preference for a physician, you should go to an **Occupational Health Facility or Immediate Care Clinic**.
- b. Take a "Release to Return to Work" form with you to your first medical visit. Inform your doctor that the **City of Jacksonville** may be able to place you in transitional work if you cannot return to regular work. Return the form (completed by your doctor) to your Department Head or to the City Administrator within 24 hours.
- c. You and your Department Head must complete forms as soon after an accident as possible. If medical treatment was required, you will complete both an

“Employee Work-Related Accident/Incident Analysis Report Form” and an 801 claim form.

- d. If you are not released for regular work but are released for transitional work, discuss the possibilities with your Department Head and/or City Administration.
- e. If you are taken off work completely, or if temporary transitional work is unavailable, you must report your medical condition and your progress to your Department Head and/or the City Administration at least once a week. Report in person if possible. Also furnish the office with your current mailing address and telephone.
- f. Each time you visit the doctor, the physician should complete an updated “Release to Return to Work” form, which you will immediately provide to your Department Head and/or City Administration.
- g. If you return to transitional work, you must make sure that you do not go beyond either the duties of the job or your physician’s restrictions. If your restrictions change at any time, you must notify your Department Head at once and give your Department Head a copy of the new medical release. You may be required to complete a fit-for-duty exam prior to returning to work.

SECTION 18 – EMPLOYEE CONDUCT

18.1 Policy

18.1.1 High standards of conduct are deemed essential. The tenure of every employee shall be conditioned on good behavior and satisfactory performance of duties.

18.1.2 The expected standard of conduct for all employees shall be in the public interest as opposed to individual interest.

18.1.3 Public relations shall be an integral part of each employee's job.

18.1.4 All employees shall be neat and clean in appearance and shall conduct themselves in a manner which is appropriate for an employee in the public service.

18.1.5 Employees shall be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.

18.2 Secure Work Areas

18.2.1 It is the responsibility of each employee to maintain a safe, neat work area and ensure that all working documents, desks, cabinets and equipment are secure at the close of the work shift.

18.3 Personal Telephone Calls

18.3.1 City telephones and cell phones are to be used for City purposes. Telephone calls of a personal nature, both incoming and outgoing, should be kept to a minimum and made during breaks and lunch periods whenever possible. Friends and relatives should be discouraged from calling during work hours except in emergencies.

18.3.2 Employees are not allowed, under any circumstance, to charge a personal long distance call to the City.

18.4 Improper Employee Conduct

18.4.1 The term "improper conduct" shall mean not only any improper action by an employee in his/her official capacity, but also conduct by an employee tending to bring the City into discredit. It also refers to any conduct which affects the employee's ability to perform his/her duties or any improper use of his/her position for personal advantage.

18.4.2 The following list provides examples of conduct which shall result in disciplinary action. It is intended as a guideline and not as an exhaustive list of conduct resulting in disciplinary action.

- A. Violation of state or federal laws;
- B. Conviction of a crime involving moral turpitude or infamous or disgraceful conduct;
- C. Violation of City ordinances, or any rules, regulations and policies established by the City Council or its designee;
- D. Failure to perform assigned work in an efficient and timely manner;
- E. Abusive language or conduct toward the public or fellow employees, or other conduct unbecoming a City employee;
- F. Drinking intoxicating beverages, use or possession of illegal substances or abuse of prescribed drugs on the job;
- G. Arriving on the job under the influence of intoxicating beverages, illegal substances or prescribed drugs;
- H. Inattention to duty, tardiness, or carelessness on the job;
- I. Damage to, destruction of, or negligence in handling City property;
- J. Improper or unauthorized use of City vehicles, equipment or supplies;
- K. Claim of sick leave under false pretenses or misuse/abuse of sick leave;
- L. Unauthorized absence from work;
- M. Unauthorized outside employment;
- N. Use of religious, fraternal or political influence;
- O. Non-compliance with, or disregard of, safety policies;
- P. Theft of City property;
- Q. Failure to get along with fellow employees to the extent that work performance is hindered or falls below expected standards;
- R. Acceptance of a reward, gift or form of remuneration (other than regular compensation) for City related activity from any source;
- S. Failure to report after leave of absence has expired or been revoked;
- T. Habitual tardiness or absence;
- U. Insubordination or disloyalty;
- V. Unauthorized release of confidential information;
- W. Falsification of forms, records or reports, including time cards and employment applications;
- X. Sexual harassment, discriminatory behavior on the basis of race, religion, or creed, or other unlawful harassment of another employee or the public;
- Y. Gambling or smoking on City property (including vehicles); and
- Z. Disclosure of proprietary information, such other persons' social security numbers.

18.5 Political Activities of Employees

18.5.1 Employees may not use their official authority or position with the City to further the cause of any political party or candidate for nomination or election to any political office.

18.5.2 Oregon law forbids any City employee, while on the job, from soliciting money, influence, service or other article of value. It also forbids the aiding or promoting of any political cause or the nomination or election of any candidate for public office.

18.5.3 City employees may not hold any elective office that creates a conflict of interest between the duties of that employee and the prospective duties of the elective office. An employee may obtain prior written authorization from the City Council before filing as a

candidate for an elective office. Failure to obtain such prior written authority may be deemed by the City to constitute a voluntary resignation if the City determines that a conflict of interest exists and the employee is elected.

18.5.4 Nothing in this section is intended to restrict the political actions or activities of employees outside of their regular working hours.

18.6 No Solicitation / No Distribution Policy

18.6.1 Employees are prohibited from soliciting from other employees while either is working. "Working" is defined as any scheduled work time, but does not include meal periods or scheduled rest breaks.

18.6.2 Employees are prohibited from distributing advertising material, handbills, or other promotional literature at any time within the bounds of their City work areas.

SECTION 19 – HARASSMENT

19.1 Statement of Concern

The City shall work to eliminate and prevent harassment and to alleviate any effects harassment may have on working condition of an employee. All harassment is forbidden, including unsolicited remarks, gestures or physical contact, display or circulation of derogatory written material or pictures regarding either gender, or racial, ethnic or religious groups, and personnel decisions on an employee's response to such harassment. The City regards job related harassment as a serious transgression and reason for discipline and/or discharge.

19.2 Policy

19.2.1 The policy of the City is that every employee has a right to be free of harassment. In response to formal reports of harassment, the City shall protect all parties involved from retaliation, false accusations, or future harassment, and where indicated, shall take prompt and adequate remedial measures.

19.2.2 Should an issue of harassment be raised, all related matters shall be kept confidential to the extent possible throughout the investigation, counseling and disciplinary stages. Any Department Head receiving notice of harassment shall notify the City Administrator and the Mayor so that an investigation can be held and to ensure that the charge is resolved appropriately.

19.3 Reporting Procedure

19.3.1 Any employee who feels harassed or is aware of harassment of another employee is urged to report this to the Department Head, the City Administrator or the City Council. The report may be formal or informal. A formal report shall include a written statement.

19.3.2 Formal written reports shall be forwarded to the City Council who shall delegate the matter to the City's attorney. Whenever Department Heads, the City Administrator, or the Mayor become aware of allegations of harassment, they shall make a written record of the allegations and forward this to the City's attorney.

19.4 Investigation

19.4.1 The Mayor or a majority of the City Council shall request the City's attorney or other person designated by them to investigate the allegation. The first step shall be to inquire of all persons reporting the harassment if the record includes all allegations of harassment.

19.4.2 The investigation shall be conducted promptly by the relevant Department Head

and shall be directed at ascertaining the facts concerning the allegations.

19.4.3 The alleged harasser shall be advised of the allegations and afforded the opportunity to reply orally or in writing to the investigator. He/she shall also be advised that any retaliatory conduct shall be subject to immediate disciplinary action.

19.4.4 The written results of the investigation shall include a finding as to whether or not there is reasonable cause for disciplinary action. The report shall also include recommendations to remedy any harm suffered by the harassed employee.

19.4.5 A report which finds reasonable cause for disciplinary action shall be maintained in the personnel file of any disciplined employee in accordance with Section 20.1.2. The employee may have a statement of rebuttal placed in his/her file as well.

19.5 Sealing of Records

19.5.1 Records relating to harassment, including written reports regarding alleged harassment, memos between City employees concerning investigation of such allegations and City recommendations in response to allegations shall be retained per the ORS retention schedule statutes. All such records shall be retained in a sealed file. Access shall be limited to individuals requiring such information and shall only be granted with the approval of the City Council.

19.5.2 There shall be a cross reference to the sealed file of the employee reporting the harassment, the allegedly affected employee and the employee who was reported to have harassed another. Once the material in the sealed file is determined by the City Administrator to have no reasonable bearing on job performance or on the management of the City, reference to it may be removed from individual personnel files per the ORS retention schedule statutes.

19.5.3 No information from the sealed file, nor any indication of the cross reference to the sealed file may be disclosed.

SECTION 20 – PROGRESSIVE DISCIPLINE

20.1 Policy

20.1.1 No employee, except probationary employees, shall be disciplined or discharged except for just cause. To provide a fair method of correcting, and when necessary, disciplining employees, the City shall use progressive disciplinary procedures; however, if a violation of a City policy or work practice is of serious enough nature, an employee may be discharged without prior disciplinary warnings, subject to applicable due process. Formal discipline includes: written reprimand, suspension, demotion and termination. All disciplinary actions imposed will be clearly labeled as formal discipline.

20.1.2 Forms of evaluation or counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts, such as oral warnings, directives and work improvement plans. These forms of counseling may serve as evidence for future disciplines. Oral warnings reduced to written are not considered to be discipline and may not be protested through the grievance procedure. Oral warning and counseling can be maintained in the supervisory file to be reviewed with yearly evaluations. They are not placed in the personnel file. Nothing in this section shall be construed to prevent or prohibit the superior from discussing operational matters informally with employees.

20.2 General Guidelines

20.2.1 Discipline may be initiated for many reasons, including, but not limited to, violations of work rules, insubordination or poor job performance, the conduct listed in Section 18.4.2, and other factors. The severity of the action generally depends on the nature, history and context of the offense(s) and employee's work record, and may range from verbal counseling to discharge. Non-exempt employees being questioned or interviewed where discipline is involved shall be entitled to Union representation

20.2.2 Progressive discipline includes:

- A. Written reprimand;
- B. Suspension;
- C. Demotion;
- D. Discharge.

20.2.3 Any or all of the steps listed above may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure may occur whenever the City deems it appropriate, on a case-by-case basis.

20.2.4 The implementation of this procedure should not be construed as preventing, limiting, or delaying the City from taking disciplinary action, including immediate discharge, in circumstances where the City deems such action appropriate.

20.2.5 If it is necessary to take disciplinary action against an employee, reasonable care shall be exercised to avoid taking the action in the presence of other employees or the public. In each of the following actions, the Personnel Committee will be advised at their next available meeting.

20.3 Verbal Counseling/Warning

20.3.1 Generally, employees shall be verbally counseled once before receiving a written reprimand for performance deficiencies.

20.3.2 The Department Head shall prepare a brief statement indicating the imposition of the verbal warning and make this a part of the employee's supervisory file.

20.4 Written Reprimand

20.4.1 In the event of two or more performance problems, a written reprimand may be issued. A written reprimand also may be issued in the case of a single, more serious, violation of City policy or rule.

20.4.2 The written reprimand shall be signed and dated by the employee. An employee who disagrees with the facts in the written reprimand may submit a written response. This response shall be placed in the employee's personnel file attached to the written reprimand.

20.5 Suspension

20.5.1 If an employee continues to evidence performance problems, after the verbal and written reprimands have been issued, the City Administrator may suspend an employee without pay for a period of up to thirty (30) working days.

20.5.2 In the event of a second serious violation of City policy or rule, the City Administrator may suspend an employee without pay for a period of up to thirty (30) working days.

20.5.3 Prior to suspending an employee without pay, the City Administrator shall meet with the employee to provide the employee with an opportunity to respond.

20.6 Demotion

20.6.1 The City Administrator may demote an employee for cause. Written statement of the reasons for such action shall be furnished to the employee, and the employee shall sign and date the statement in acknowledgment of its receipt. A copy shall be placed in the employee's personnel file. The employee may submit a written rebuttal to be attached to the statement.

20.7 Discharge

20.7.1 An employee may be discharged for repeated misconduct, single incidents of serious misconduct, failures to improve his/her level of performance, willful violation of

City policy, or other good cause. Notwithstanding, a probationary employee may be terminated for any reason during the applicable probationary period.

20.7.2 If the City Council determines that there is cause for the discharge of a non-probationary employee, the employee shall be notified that a discharge is being considered. The employee shall be provided with the facts upon which the action was based and the specific reasons for the discharge in a written statement. The employee shall sign and date the statement in acknowledgment of its receipt. A copy shall be placed in the employee's personnel file. The employee may submit a written rebuttal to be attached to the statement.

20.8 Appeal of Disciplinary Action

20.8.1 Any employee who has been suspended or demoted shall have the right to appeal to the City Council.

20.8.2 Any employee seeking an appeal of a disciplinary action must notify the City no later than ten (10) days after the effective date of the action, or the right of appeal shall lapse. Such notice shall be in writing and shall set forth the reasons why the action is disputed.

20.8.3 The City Council shall provide an appeal hearing within twenty (20) days after receipt of the employee's written request for appeal. The employee and the Department Head shall be given advance written notification of the time and place of the hearing.

20.8.4 A hearing before the City Council is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the Council and to ensure that the employee is provided an adequate hearing.

20.8.5 An employee may, but is not required to have, counsel or another representative in appealing a disciplinary action to the City Council.

20.8.6 The employee shall be provided with an outline of the procedures to be used by the Council at the hearing when he/she files the request for an appeal.

20.9 City Council Findings

20.9.1 If after receiving evidence in hearings on a disciplinary action, the City Council finds that the action was reasonable, the City Council may affirm the action. If the City Council finds that the disciplinary action was not reasonable, the employee shall be reinstated to the position and shall not suffer any loss in pay or status and his/her personnel file shall be purged of such record. The City Council, in lieu of affirming or rescinding the disciplinary action, may modify the discipline as the circumstances warrant.

20.9.2 The decision of the City Council shall include findings of fact and shall be final and binding.

SECTION 21 – GRIEVANCE PROCEDURE

21.1 Policy

The City recognizes that employee grievances require prompt consideration and review. Grievances should be reviewed and resolved informally whenever possible and both Department Heads and employees are expected to make every reasonable effort to do so. However, there may be grievances that cannot be resolved without formal review. Accordingly, the following procedure is established to help ensure that employee grievances are resolved as fairly and expeditiously as possible.

21.2 Procedure – Step One

21.2.1 The first step in submitting and processing a grievance is for the aggrieved employee or group of employees to present the grievance orally to the Department Head or City Administrator within five (5) working days of its occurrence, not including the day of the occurrence.

21.2.2 The Department Head shall give his/her oral reply within three (3) working days of the date of presentation of the grievance, not including the date of presentation.

21.3 Procedure – Step Two

21.3.1 If the grievance is not settled in Step One, the grievant(s) shall submit the grievance in writing to the Department Head. This is to be done within five (5) working days after receiving the oral reply in Step One (1), not including the day the answer is given.

21.3.2 The written grievance shall be signed by the grievant(s) and shall provide a clear and concise statement of the grievance, including the facts upon which the grievance is based, the issues involved, the policies and circumstances involved, and the relief sought.

21.3.3 The Department Head shall reply in writing within five (5) working days of the presentation of the written grievance, not including the day of presentation.

21.4 Procedure – Step Three

21.4.1 If the grievance is not settled in Step Two (2), the grievant(s) shall submit the grievance in writing to the City Administrator. This must be done within five (5) working days after receiving the Department Head's written reply, not including the day the answer is given.

21.4.2 The written grievance shall be signed by the grievant(s) and shall provide a clear and concise statement of the grievance including, the issues, policies, facts, and circumstances, upon which the grievance is based, and the relief sought.

21.4.3 The City Administrator shall reply in writing within five (5) working days of the presentation of the written grievance, not including the day of presentation.

21.5 Procedure – Step Four

21.5.1 If the grievance is not settled at Step Three (3), the written grievance may be appealed to the City Council. The City Council will review the grievance in an executive session at the first regularly scheduled City Council meeting for which the City Administrator's written response can be timely submitted in the City Council agenda packet.

21.5.2 The grievant shall submit all pertinent correspondence, records, materials, and other information accumulated to date related to the grievance, as well as copies of the written grievance and the Department Head's and City Administrator's written response. The City Council may meet with the grievant(s), the Department Head, the City Administrator and other involved officials.

21.5.3 The City Council shall reply to the grievance in writing within fourteen (14) calendar days of the date of presentation of the written grievance not counting the date of presentation.

21.5.4 The decision of the City Council shall be final and binding.

21.6 General Provisions

21.6.1 If the grievance procedures are not initiated within the time limits established by this Section, the grievance shall be considered not to have existed.

21.6.2 Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with this Section.

21.6.3 Any failure to meet or answer any grievance within the time limits established by this Section, such grievance shall automatically advance to the next step.

21.6.4 If the City Council fails to meet or answer any grievance on the last step of the grievance procedures within the time limits established by this Section, it shall be deemed that the City has considered the grievance to be in favor of the grievant, and the City Council shall resolve the matter at its sole discretion.

21.6.5 The time limits prescribed in this Section may be changed by mutual consent of all the parties. Mutual consent shall be indicated in writing and shall be signed by all parties involved.

21.6.6 No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.

21.6.7 This grievance procedure does not waive any employee's rights to have a case heard through court procedures.

SECTION 22 - CONFIDENTIAL REPORTING POLICY ('WHISTLEBLOWING')

22.1 Introduction

22.1.1 Employees are often the first to realize that there may be something seriously wrong within the City. However, they may not express their concerns because they feel that speaking up would be disloyal to their colleagues or to the City. They may also fear harassment or victimization. In these circumstances it may be easier to ignore the concern rather than report what may just be a suspicion of malpractice. The City is committed to the highest possible standards of openness, probity and accountability. In line with that commitment we expect employees, and others that we deal with, who have serious concerns about any aspect of the City's work to come forward and voice those concerns. It is recognized that most cases will have to proceed on a confidential basis. This policy document makes it clear that employees can do so without fear of victimization, subsequent discrimination or disadvantage. The Confidential Reporting Policy is intended to encourage and enable employees to raise serious concerns within the City rather than overlooking a problem or "blowing the whistle" externally. This policy applies to all City staff (temporary, permanent, part time, and full time) and any agency staff or consultants undertaking work on behalf of the City. It also applies to contractors working for the City, such as agency staff.

22.1.2 This Confidential Reporting Policy is intended to emphasize the City's commitment to the rights and obligations set forth in Oregon's whistleblowing statutes, codified at ORS 659.200. It should not be interpreted as limiting the rights and obligations of these statutes in any way.

22.2 Policy

22.2.1 To encourage employees to feel confident in raising serious concerns and to question and act upon concerns about practice.

22.2.2 To provide avenues for employees to raise those concerns and receive feedback on any action taken.

22.2.3 To ensure that employees receive a response to their concerns and that employees are aware of how to pursue them if not satisfied.

22.2.4 To reassure employees that they will be protected from possible reprisals or victimization if they have a reasonable belief that their concerns are justified and they have made any disclosure in good faith. The Confidential Reporting Policy is intended to cover major concerns that fall outside the scope of other procedures.

22.2.5 Employee concern may be about something that:

- is unlawful (e.g. theft, false claims etc)
- is related to miscarriages of justice
- relates to possible fraud and corruption
- is a health and safety risk (including risks to the public as well as colleagues)

- damages the environment
- relates to the unauthorized use of public funds
- relates to sexual, discriminatory, or physical abuse
- amounts to improper or other unethical conduct
- makes employees feel uncomfortable in terms of known standards, their experience or the standards they believe the City subscribes to
- is against the City's procedures, rules and policies or
- falls below established standards of practice
- relates to the conduct of City Members

22.3 Harassment or Victimization

The City is committed to good practice and high standards and wants to be supportive of staff. The City recognizes that the decision to report a concern can be difficult to make (not least because of the fear of reprisal from those responsible for or suspected of, the malpractice). If what an employee is saying is true, that employee should have nothing to fear because they will be doing their duty to their employer. The City will not tolerate any harassment or victimization in accordance with the Anti-Discrimination Protocol and will take appropriate action to protect employees when they raise a concern in good faith. However, should employees feel that they have suffered harassment, either directly or indirectly, as a result of raising a concern then they should refer the matter to the City Administrator, unless the matter relates to his or her conduct, in which case they should contact the Mayor. Any investigation into allegations of potential malpractice will not influence, or be influenced by, any disciplinary or redundancy procedures that may already affect the employee.

22.4 Confidentiality

22.4.1 All concerns will be treated in confidence and every effort will be made not to reveal the employee's identity. However, the employee should appreciate that the investigation process may reveal the source of the information and a statement may be required as part of the evidence. At the appropriate time the employee may need to come forward as a witness.

22.4.2 Anonymous disclosures

This policy encourages employees to put their name to any expression of concern about possible wrongdoing whenever possible. Concerns expressed anonymously are generally likely to be less credible and much more difficult to investigate. Factors to be taken into account would be:

- the seriousness of the issues raised
- the credibility of the concern; and
- the likelihood of confirming the allegation from attributable sources.

22.4.3 Unsubstantiated concerns

If employees make a disclosure in good faith, but the disclosure is not confirmed by the investigation, no action will be taken against them. If, however, employees make an

allegation frivolously, maliciously, or for personal gain, disciplinary action may be taken against them.

22.4.4 How to raise a concern

- a. Employees may wish to consider discussing their concern with a colleague or union/professional association representative first and they may find it easier to raise the matter if there are two (or more) who have had the same experience or concerns. As a first step, employees should normally raise any concerns about a fellow employee with their immediate Department Head. This depends, however, on the seriousness and sensitivity of the issues involved and who is suspected of the malpractice. If in any doubt, speak to the City Administrator unless he or she is the person suspected, in which case the employee should contact the Mayor. Concerns may be raised verbally or in writing. If an employee does not feel able to put their concerns in writing, they should phone or meet the appropriate officer who will document their statement. If an employee wishes to make a written report, they are invited to use the following format:
 - the background and history of the concern (giving relevant dates, names, and places)
 - the reason why the employee is particularly concerned about the situation
- b. The earlier an employee expresses the concern the easier it is to take action. Although the employee is not expected to provide proof, they will need to demonstrate to the person that they contact that there are reasonable grounds for the concern.

22.4.5 How the City will respond

- a. The City will respond to an employee's concerns. Please note that testing out an employee's concerns is not the same as either accepting or rejecting them. Where appropriate, the matters raised may:
 - be investigated by management, internal auditors, or through the disciplinary process
 - be referred to the police
 - be referred to an external auditor
 - form the subject of an independent inquiry
- b. In order to protect individuals (and those accused of misdeeds or possible malpractice) initial enquiries will be made to decide whether an investigation is appropriate and, if so, what form it should take. The overriding principle which the City will have in mind is the public interest. Concerns or allegations which fall within the scope of specific procedures (for example, grievance issues) will normally be referred for consideration under those procedures. Some concerns may be resolved by agree action without the need for investigation. If urgent action is required this will be taken before any investigation is conducted. Within ten (10) working days of a concern being raised, the person to whom it is addressed will write to the concerned employee:
 - acknowledging that the concern has been received

- indicating how the City proposes to deal with the matter
 - giving an estimate of how long it will take to provide a final response
 - telling the employee whether any initial enquiries have been made, and
 - telling the employee whether further investigations will take place and if not, why not.
- c. The amount of contact between the concerned employee and the officer(s) considering the issue(s) will depend on the nature of the matter(s) raised, the potential difficulties involved and the clarity of the information provided. If necessary, the City will seek further information from the employee. Where any meeting is arranged (off-site if so desired) the employee can be accompanied by a union representative or a colleague (who is not involved in the area of work in which the concern relates). The City will take steps to minimize any difficulties that the employee may experience as a result of raising a concern. For instance, if the employee is required to give evidence in criminal or disciplinary proceedings the City will arrange for the employee to receive advice about the procedure. The City accepts that the employee needs to be assured that the matter has been properly addressed. Subject to any legal constraints, the City will inform the employee of the outcome of any investigation.

22.4.6 The Responsible Officer

The City Administrator has overall responsibility for the maintenance and operation of this policy. The City Administrator will maintain a record of concerns raised and the outcomes (but in a form which does not endanger the employee's confidentiality).

22.4.6 How the matter can be taken further

- a. This policy is intended to provide the employee with an avenue within the City to raise concerns. The City hopes the employee will be satisfied with any action taken. If the employee is not, and feels that it is right to take the matter outside the City, the following are possible contact points:
- an external auditor
 - the employee's trade union
 - relevant professional bodies or regulatory organizations
 - the police
- b. If the employee does take the matter externally, the employee should ensure that they do not disclose confidential or privileged information. Please check with the City Administrator or Department Head first.

SECTION 23 – LEGAL LIABILITY

23.1 Policy

23.1.1 Employees shall abide by all laws and regulations that govern the performance of their duties, and shall perform their duties as reasonable, prudent persons.

23.1.2 The City will defend and indemnify employees against lawsuits alleging torts as required by law.

23.1.3 The City shall maintain liability insurance or shall self insure during the term of this Agreement in such amounts and types as the City deems appropriate to shift the risks of municipal liability, limited to actions within the scope of employment and City services.

SECTION 24 – SAFETY AND ACCIDENTS

24.1 Policy

24.1.1 Job-related injuries or illness must be reported immediately. Employees are expected to use common sense and good judgment in work habits, to follow safe work practices and to bring any unsafe condition to the attention of a supervisor.

24.2 Employee Responsibilities

24.2.1 Employees shall use the safety equipment which has been provided for use.

24.2.2 Employees shall not operate equipment while medication, drugs or alcohol are present in the body without a doctor's written authorization.

24.2.3 Employees shall operate only the equipment on which they have received training and demonstrated competence.

24.2.4 Employees shall warn co-workers and management of unsafe conditions or practices.

24.2.5 When a safety hazard is observed or identified, employees are expected to safely eliminate the hazard and obtain any necessary assistance. If it is not possible to eliminate the hazard, then employees should safely control it by enclosure or guard. Personal protective equipment should be used as appropriate.

24.2.6 Employees shall otherwise act reasonably under the circumstances.

24.3 City Responsibilities

24.3.1 Every effort shall be made to remedy safety problems as quickly as possible.

24.3.2 Each Department Head shall frequently review the need for implementing safety practices or the development of new policies and procedures warranted by hazards. Each accident and "near miss" is cause for review. A copy of all new safety policies and procedures shall be provided to all employees.

24.3.3 Each Department Head shall determine the need for periodic training and provide such training sessions.

24.4 Accident Reporting

24.4.1 Accidents involving the City, City employees or City property must be reported in detail as soon after the occurrence as possible. All accident reports are to be submitted to the Department Head who shall forward them to the Risk Manager.

24.4.2 Accidents involving City owned vehicles or personal vehicles being operated on City business must also be reported to the appropriate police agency for investigation.

24.4.3 Any accident resulting in personal injuries or death must be reported immediately to the Department Head, Risk Manager and to the City Administrator.

24.5 Employee Injury Report

24.5.1 The Department Head and the City Administrator are to be notified of any accident involving personal injury to an employee, regardless of the nature of the injury. Injured workers must complete a Workers' Compensation Report form and submit it as soon as possible to the Risk Manager. Failure to report accidents or injuries can result in difficulties in processing Workers' Compensation insurance claims as well as receipt of benefits.

24.5.2 If an injury results in the death of an employee, the Department Head shall immediately notify the City Administrator who shall in turn immediately notify the City's insurance carrier and the City Council and OSHA within twenty-four (24) hours.

24.5.3 The Risk Manager shall be responsible for making appropriate entries in the OSHA Report log.

24.6 Operation of Automobiles

24.6.1 Driving is one of the most hazardous tasks performed by employees and volunteers of Jacksonville. Therefore, it is the policy of the Jacksonville that employees and volunteers follow safe driving practices. Safe driving practices include steps to help ensure the driver's total concentration and safe operation of vehicles, such as determining clear directions before departing, refraining from operating equipments such as cell phones and non-emergency radios while the vehicle is moving, and not operating a vehicle when the driver's ability to react is impaired. Drivers are expected to follow defensive driving principles, Oregon laws and regulations to prevent accidents in spite of unsafe driving by others and/or adverse driving conditions.

24.6.2 Department Heads are responsible for enforcing this policy, and shall be primarily responsible for helping to ensure all employees and volunteers who drive are notified of this policy and the potential consequences of policy violations.

24.6.3 Jacksonville shall allow only drivers that meet the following eligibility criteria to drive on their behalf. Any Jacksonville employee/volunteer must meet the following criteria in order to be allowed to drive on Jacksonville business:

- a. Must possess a valid Oregon driver's license.
- b. Be at least eighteen (18) years old.
- c. Possess a valid Commercial Driver's License if driving a vehicle requiring such.
- d. If involved in with an at-fault accident on Jacksonville business, an

employee/volunteer is required to complete a defensive driving course within six (6) months of the accident in addition to any other actions required by the City or court.

- e. If in possession of an Oregon/Washington (or other state) driver's license, sign a release form allowing Jacksonville access to his/her motor vehicle records.
- f. If driving their personally owned vehicle when driving responsibilities that are covered by this policy begin, provide proof of insurance to their Department Head evidencing liability limits no less than the State required minimum of 25,000 single occurrence/50,000 annual aggregate.
- g. In addition to the above requirements any Jacksonville employee/volunteer holding a position that requires driving as part of the job duties shall maintain a driving record acceptable to the City and annually provide a copy of a valid Oregon/Washington (or other state) driver's license that can be checked by police staff.

24.6.4 Jacksonville-owned/supplied vehicles. Jacksonville provides vehicles for use by qualified drivers to conduct official Jacksonville business in the course and scope of their job and/or to maintain the ability to respond to Jacksonville business outside the employee/volunteer's normal work hours when special equipment, tools, or response times are available in or on the vehicle. Jacksonville vehicles shall not be used for personal business, unless required by the Department Head to have the vehicle in close proximity during the relevant time period. Use of Jacksonville vehicles to commute to and from work, except as stated above, is prohibited, unless approved in advance by the Department Head.

24.6.5 Privately owned motor vehicles. Jacksonville allows use of privately owned motor vehicles to conduct official Jacksonville business. A privately owned motor vehicle used for Jacksonville business must be a conventional stock vehicle, and be in safe mechanical condition that is adequate to provide safe transport for the road and weather conditions. Vehicle equipment must conform to State of Oregon requirements. A motor pool vehicle or rental shall be used when a personally owned vehicle does not meet these standards. Vehicle registration and insurance must be current.

- a. The driver of a privately owned motor vehicle used to conduct official Jacksonville business must be insured against liability (person and property) in an amount not less than the minimum requirements of the State of Oregon.
- b. An employee required to report for special duty or assignment at any location other than his regular reporting location and who is authorized and required to use his personal automobile for transportation to such location by his/her Department Head shall be compensated for use of such automobile directly in the line of duty.
- c. If an employee/official/volunteer is authorized to use a personal vehicle for the performance of official business or travel, the City shall provide reimbursement at the current IRS mileage rate for the actual mileage. Mileage reimbursement for the use of a privately owned motor vehicle is considered full payment (including deductibles, depreciation, insurance, maintenance, fuel and operating costs) for

its use.

- d. The vehicle owner is responsible for any comprehensive and collision coverage the owner may elect to carry.

24.6.6 Out-of-State rental vehicles. The City of Jacksonville provides excess liability coverage to supplement the coverage automatically provided by car rental companies. However, the Oregon Tort Claims Act does not apply outside of Oregon. For that reason, drivers with the potential for traveling outside the State of Oregon in a rental vehicle shall purchase the offered insurance through the rental company. Excess liability coverage, collision coverage deductibles, and other charges not covered by the car rental company insurance will not be paid by Jacksonville if an accident occurs when the vehicle is used outside the scope of Jacksonville business (e.g., on and out-of-state trip where a rental vehicle is used for a non job-related side trip). Travelers are required to know the driving laws for any state they drive in, apply the criteria of common sense, propriety, and consider the relationship to business purpose to the use of rental vehicles and transporting passengers while on Jacksonville business.

24.6.7 The following responsibilities apply to anyone who drives any vehicle on Jacksonville business:

- a. Drivers and passengers are required to wear seatbelts at all times when the vehicle is in motion.
- b. Drivers shall have the vehicle's lights on when driving.
- c. Drivers shall inspect vehicles at the beginning of each shift or prior to each trip to ensure that the vehicles are in safe operating condition prior to their use. This should include tires properly inflated (i.e., not visibly deflated), clean windows, mirrors properly positioned and all lights in working order. Check off sheets are to be turned in to the Risk Manager per the risk management policy.
- d. Drivers shall comply with all applicable state and local driving laws, parking regulations, and all Jacksonville and departmental safety policies and rules.
- e. Drivers will drive according to the road conditions during inclement weather. Drivers will be prepared, in advance, for bad weather/adverse weather and road conditions.
- f. Drivers shall be held personally responsible and liable for any tickets received while driving a vehicle on Jacksonville business. All tickets for moving violations and/or parking fines received while driving Jacksonville vehicles shall be paid or otherwise resolved promptly by the driver. Drivers shall notify their Department Head within forty-eight (48) hours of receiving any citation while in a Jacksonville vehicle.
- g. For photo radar or other citations issued against the vehicle's registration, the employee/volunteer's department will complete the "Affidavit of Non-Liability" or similar document issued with the citation to identify the driver. The driver shall be personally responsible and liable for promptly paying the fine or otherwise resolving the citation.

- h. In the event of an accident on Jacksonville business, drivers shall immediately contact their Department Head, and, if driving a Jacksonville vehicle, follow all Jacksonville instructions/procedures for reporting accidents.
- i. A driver whose license has been suspended or revoked shall immediately notify his/her Department Head.
- j. Drivers shall ensure that any passengers, who ride with them in a Jacksonville vehicle or in any vehicle while on Jacksonville business, other than those defined in section 24.6.8 below, are authorized by their Department Head. Drivers shall not transport passengers unless the passengers are wearing safety belts or other restraint devices in accordance with Oregon Revised Statutes.
- k. In the event of a citizen emergency that requires the use of a Jacksonville vehicle, Department Heads can grant prior authorization under specific circumstances that they establish. If an employee/volunteer on Jacksonville business encounters a stranded motorist, please be aware: a.) there is no obligation to stop and render assistance, b.) you should consider all objective circumstances regarding your own personal safety before choosing to stop, and c.) the only authorized action is to help connect the motorist with appropriate roadside assistance.
- l. Drivers shall not drive Jacksonville vehicles or private vehicles for Jacksonville business when they are required to take medication that may impair their ability to safely operate a moving vehicle. If in doubt, the employee/volunteer should first obtain approval from his/her physician that it is safe to drive while taking the medication. If the employee/volunteer comes to work but due to the medication cannot drive, the employee/volunteer shall immediately inform their Department Head and ask for an alternate work assignment. If there is no work available, the employee/volunteer may be assigned to another department or sent home.
- m. Employees/volunteers are expected to use good judgment at all times while driving on behalf of the Jacksonville. In circumstances where the employee/volunteer is uncertain if he/she should be operating or continue to operate a vehicle (such as prescription or over-the-counter medication, extended or continuous shifts, end-of-day long distance travel, fatigue, poor weather or road conditions) the employee/volunteer is expected contact their Department Head to assist in making the safest determination of whether to continue to drive or not.
- n. Jacksonville encourages the safe use of cellular telephones by employee/volunteers who use these tools to conduct business for Jacksonville. Please refer to the Use of Mobile Communication Devices policy as identified in Appendix C
- o. No alcoholic beverages shall ever be carried in a City-owned vehicle except as required for evidence by law enforcement officials. Smoking in City-owned vehicles is not allowed.
- p. Drivers and passengers shall otherwise act reasonably under the circumstance.

24.6.8 Only authorized passengers are allowed to ride in Jacksonville vehicles and other vehicles while in use for Jacksonville business. Authorized passengers are:

- a. Jacksonville employees conducting Jacksonville business;
- b. Officer and agents representing the Jacksonville;
- c. Volunteers acting on behalf of the Jacksonville;
- d. Vendors and contractors working on behalf of the Jacksonville;
- e. Participants in official Jacksonville business, training, tours and programs
- f. Representatives of other governmental agencies working with Jacksonville;
- g. Anyone with prior authorization by the Department Head or with specific authorization by the Jacksonville Administrator or Elected Officials with authority to grant such approval.

24.6.9 All employees who may be required to operate City vehicles, or to drive on City business, may have their driving record checked by the City at any time. If the record indicates a violation, the employee may be subject to appropriate warning or action. Employee/volunteers who are found to have violated this policy or find any indications of misconduct involving vehicles may be grounds for disciplinary action up to and including termination. For employees who are required to drive or maintain a valid driver's license as part of their official duties, driving record convictions may be considered as grounds for disciplinary action up to and including dismissal, whether the offenses and infractions occurred during or outside work hours. Volunteers with driving convictions on or off the job may be subject to reassignment or removal from volunteer placement. It is the intent of this policy that unsafe behavior be identified and corrected. Should discipline become necessary, it shall be construed and administered in accordance with the Jacksonville Personnel Policy/Manual and union contracts, as applicable.

24.6.10 All employees who may be required to operate City vehicles, or to drive on City business, shall notify their Department Head (or the City Administrator) of any specific violation or change in license status and all traffic violations. Failure to report a traffic violation or change in license status is viewed as a violation of City policy and may result in disciplinary action.

24.6.11 As a condition of continued employment, each employee who may be required to operate City vehicles, or to drive on City business, shall maintain a personal driving record which is within risk criteria established by the City's insurer.

SECTION 25 – CHEMICAL SUBSTANCE ABUSE

25.1 Statement of Concern

25.1.1 The City's work environment must be free from the effect of drugs, alcohol, or other performance-impairing substances.

25.2 Policy

25.2.1 Reporting for work, or remaining at work, under the influence of intoxicating beverages, illegal substances, or drugs not medically authorized and any other substance that impair job performance or pose a threat to the safety of the employee, public, or other employees are strictly prohibited.

25.2.2 The possession of such substances during work hours is strictly prohibited. For purposes of this policy, "work hours" includes meal periods or scheduled rest breaks.

25.2.3 The sale of such substances is also strictly prohibited.

25.2.4 The detailed drug and alcohol policy contained in this Agreement, attached hereto as Appendix "A" is incorporated by this reference herein. The City may adopt an additional policy which adopts random drug testing for employees who hold a commercial driver's license and operate commercial vehicles in their employment, so long as the City's random policy is consistent with federal and state laws and regulations.

25.2.5 Any violation of this section shall subject the employee to immediate disciplinary action, including discharge.

SECTION 26 – OUTSIDE EMPLOYMENT

26.1 Policy

26.1.1 When an individual accepts employment with the City, it is understood that the City has first call upon the services of the employee regardless of the effect on secondary outside employment.

26.1.2 The City shall hold all employees to the same standards of performance and scheduling demands, including employees with outside employment except as required by military duties.

26.2 Incompatible Work

26.2.1 Employees shall not engage in outside employment that conflicts in any way with City employment, that detracts from the efficiency of work performance or that is in conflict with the interests of the City.

26.2.2 The City expects employees to avoid outside employment that affects work endurance, overall personal health or job effectiveness.

26.3 Conflict of Interest

The City shall notify an employee if it finds that employee's outside employment is in conflict with the interests of the City. It shall also notify the employee if it finds the outside employment is bringing or creating the appearance of discredit on the City. In such situations, the employee shall choose which employment option he/she wishes to continue. The choice to continue such outside employment may be grounds for termination of employment.

26.4 Application Procedure

26.4.1 Employees wishing to engage in off-duty employment must obtain prior approval from his Department Head. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. The Department Head shall review the application and forward it along with his/her recommendation to the City Administrator.

26.4.2 Approval shall be granted only if:

- A. It is compatible with the employee's City job;
- B. It in no way detracts from the efficiency of the employee's job;
- C. It in no way conflicts with the interest of the City and is not a discredit to the City or create the appearance of a discredit in the opinion of the City;
- D. Extra duty hours and work required by the City shall take preference over the employee's outside employment.

26.4.3 A change in outside employment shall require an additional, separate, application and approval as described above.

26.4.4 The City shall provide written responses within fifteen (15) days of the request. The City shall not unreasonably deny a request. It is understood that the City may at any time revoke permission to hold outside employment if the City determines that any of emergencies, seven (7) days' notice shall be given.

SECTION 27 – COST CONSCIOUSNESS

27.1 Policy

27.1.1 City employees shall practice every reasonable economy possible in the discharge of their duties, provided the economy does not unduly compromise other important City interests such as safety and legal compliance.

27.1.2 Employees are encouraged to recommend to their Department Heads work procedures which might result in a cost savings or improved service to the public.

27.2 Purchased Goods

27.2.1 Please refer to the Financial Policies and Internal Controls as identified in Appendix D.

27.2.2 Employees may not use or otherwise take advantage of City discounts for personal purposes.

SECTION 28 – TRAVEL AUTHORIZATION AND REIMBURSEMENT

28.1 Policy

28.1.1 All employees and elected or appointed officials of the City are expected to use good judgment regarding requests for travel and expenses related to such travel. The authorization and reimbursement procedure is designed to provide public accountability in two areas:

- A. Pre-authorization of all travel requests which insures that the travel is appropriate to the needs of the City and that budgeted funds are available for specific travel requests;
- B. A complete accounting of the actual expenses for approved travel requests which insure that the expenses reported for reimbursement are appropriate.

28.2 Request for Approval

28.2.1 Employees or elected/appointed officials shall submit a written estimate of travel expenses, including purpose of the trip, to the City Treasurer at least four (4) weeks prior to the anticipated travel.

28.2.2 An employee's written estimate must be approved by his/her Department Head. The City Treasurer shall confirm that budgeted funds are available to cover the estimated travel expenses. The request shall then be forwarded to the City Administrator for review and approval. Such approval may provide a basis for a partial advance of funds to the employee/official.

28.3 Documentation of Expenses

28.3.1 Within one week after the travel has been completed, the employee/official must provide a final and complete accounting of all expenditures to the City Treasurer. Receipts for all actual expenses must be submitted at this time.

28.3.2 Any expenses not covered by the travel advance shall be paid or reimbursed at this time. In the event that the travel advance exceeded actual expenses, the employee/official must re-pay such an overpayment to the City immediately.

28.4 Lodging

28.4.1 Hotel and motel accommodations should be appropriate to the purpose of the trip. Expenses for lodging must be supported by actual receipts.

28.4.2 Reimbursement for lodging is limited to the expense of a single room, except where employees/officials are sharing a room.

28.4.3 Any expenses for accompanying family members are not reimbursable.

28.5 Meals

28.5.1 The City will pay per diem for meals (no receipts required) as identified in Appendix B: When an employee is qualified to receive per diem compensation for more than one meal due to the actual length of the trip, they can spend the authorized amounts at their discretion as long as the total reimbursement equals the total allowed for the meals. (Examples: an employee qualifying for breakfast and lunch spends \$7.00 and \$11.00 for a total of \$18.00; an employee qualifying for three meals spends \$5.00, \$11.00 and \$18.00 for a total of \$34.00; etc.)

28.5.2 An employee shall not be compensated by the City for meals while traveling within the City during a normal work schedule.

28.5.3 If an employee's attendance is required at a meeting where a meal is part of the scheduled activity, the City may reimburse the employee using the allowance schedule listed above. In order to obtain such reimbursement, the employee must submit to the City Treasurer a written request attaching a receipt for the actual expenditure.

28.6 Telephone

28.6.1 Charges for telephone calls directly related to City business while traveling are allowable expenses and shall be paid by the City. Such expenses must be supported by actual receipts.

28.6.2 Personal telephone calls made while traveling are not allowable expenses and shall not be paid by the City.

28.7 Registration Fees

28.7.1 Registration fees are allowable expenses and may be paid directly by the City after approval of the travel request has been made.

SECTION 29 – EDUCATION AND TRAINING

29.1 Policy

29.1.1 The City encourages continued education and training for all employees to enhance job performance and assist in potential career advancement within the City.

29.2 Procedure

29.2.1 General training activities that the City requires the employee to attend may be conducted either during or after regular working hours or both. Pay for travel time to and from such training activities and during general training activities will be made as follows:

- A. All time spent by employees during approved training activities shall be paid as work hours.
- B. As provided by law, Employees shall be compensated for travel, if driving, to and from approved general training activities outside regular work hours at their regular rate of pay if they do not spend the night and the travel exceeds 30 miles one way. Travel time usually spent by the employee in home-to-work/work-to-home travel shall not be paid.
- C. As provided by the law, the time the employees spends traveling (when travel is in conjunction with an overnight stay) during normal work hours are to be paid as work hours. In addition, as provided by law, while traveling, the employee driver shall be compensated for travel to and from approved general training activities at the employee driver's regular rate of pay. The traveling employee passenger shall be paid for time at the appropriate rate as hours worked only when traveling during normal work hours. Example: If the employee's regular schedule was to work 8:00 a.m. to 5:00 p.m. Monday through Friday and they travel outside the hours of 8:00 a.m. to 5:00 p.m., no travel time hours need to be paid if the travel is in conjunction with an overnight stay and employee is not driving. Travel arrangements are subject to the City's direction and control.

29.2.2 For all approved general training activities the City shall pay the employee's registration and publication fees. Travel expenses incurred while attending general activities shall be paid in accordance with Section 28.5 – Mileage/Per Diem and Section 24.6.5 Operation of Automobiles of this agreement.

29.2.3 Tuition Reimbursement. The City may make educational reimbursements as follows so long as the employee has made use of all available reimbursement programs that may be provided by state, federal government, or other agencies and the education or training is approved in advance for reimbursement by the City.

- a. For job related courses taken at the request of the City, the full cost of tuition and books will be paid by the City, and the in-class training time constitutes hours worked.

- b. For job related courses taken on the employee's own initiative and sponsored by an agency or entity other than the City, the City may reimburse the employee for up to one hundred percent (100%) of the cost of tuition and books at the City's sole discretion. The time spent shall not constitute hours worked for pay purposes.
- c. All applications for educational reimbursement must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking a course for college credit. The employee must receive a passing grade of "C" or above and present verification that the course of study has been completed to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing to the City's satisfaction that the employee's course work was of "C" or better.

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

29.3 Repayment of Tuition Aid

Employees granted tuition aid shall sign a contractual agreement and promissory note providing that if the employee does not return to City service for a period of one (1) year or twice the period of training, whichever is greater following the training, then the employee shall pay the City an amount equal to the prorated amount of aid for in-service training. Employees may apply for pre-payment up to an amount equal to one-half month's net salary to the Personnel Committee with final approval by the City Council.

SECTION 30 – PERSONNEL RECORDS

30.1 Administrative Files

30.1.1 Each employee shall have an administrative file, which shall be kept in a secure area, in a locked file cabinet in City Hall in the Human Resources Department.

30.1.2 Administrative files shall include the following types of documents when available:

- A. Original personnel actions such as employment, raises and terminations;
- B. Official correspondence to and from the employee;
- C. Commendations received by the employee;
- D. Disciplinary actions;
- E. Employee personal data (examples: address, telephone, social security number);
- F. Evaluations.
- G. Past records of accrued compensatory time, sick leave and vacation leave;
- H. Any material reasonably deemed relevant by the employee to job qualifications or performance.

30.2 Operational Files

30.2.1 In addition to the administrative files, Department Heads may maintain operational files on each employee. These operational files shall be kept in a secure area, in a locked file cabinet, in the Department Head's office.

30.2.2 Operational files may contain the following types of documents:

- A. Copies of personnel actions as described above;
- B. Miscellaneous correspondence between the employee and the Department Head;
- C. Current records of accrued compensatory time, sick leave and vacation leave;
- D. Record of employee training.

30.3 Removal

30.3.1 Documents shall not be removed from an administrative or operational personnel file, except pursuant to a determination by the City Administrator that a particular document is not accurate or is no longer relevant or timely.

30.4 Review of Records

30.4.1 No material of a negative or derogatory nature shall be placed in an employee's file unless the employee has been given an opportunity to review the material, with the exception of notes regarding verbal warnings. Such review shall be noted on the

documents.

30.4.2 Employees may inspect and review their administrative and operational files, excluding confidential reports from previous employers, medical records, and records protected by law. Employees wishing to inspect/review their files shall make an appointment in advance with the City Administrator.

30.4.3 Employees may protest, or comment upon in writing, any materials placed in their file. Such protest/comments shall be attached to the document in question and maintained in the file.

30.4.4 An employee may request a copy of their file, but shall be charged the actual costs of providing this service.

30.5 Review by Others

30.5.1 Pursuant to ORS 192.410 the following information in the Administrative personnel file is considered public and may be given for reference or employment verification to the public without the permission of the employee.

- A. Employee name;
- B. Position with the City;
- C. Date of hire;
- D. Hours worked per week;
- E. Gross salary or hourly rate;
- F. Status of employee (regular, in training, temporary).

30.5.2 Under no circumstances shall previous or pending disciplinary action be revealed to the public without the employee's consent unless required by the order of a court of competent jurisdiction.

30.5.3 The employee's home address or telephone number is not to be revealed unless the employee has given authorization in writing or unless required by the order of a court of competent jurisdiction.

SECTION 31 – COMPUTER AND INTERNET USE POLICIES

31.1.1 Computer use and internet access (including e-mail) is authorized only for City communications, research, and other business of the City. All passwords, user names, etc. shall be kept confidential by the employee. Notwithstanding, limited personal internet access is allowed, as long as it is reasonable, occurs during break-times, does not interfere with work, does not consume significant band width so as to slow or otherwise impede City operations, does not violate the law, is conducted pursuant to this internet use policy, and is not conducted for profit.

31.1.2 All computer files and software programs are the property of the City without regard to the location or form in which they are held. The City shall have the right at all times to access, monitor, review, and disclose, all data and files residing in its computer equipment and all communications (such as e-mail) sent by or received in any City computer equipment.

31.1.3 Except for the limited personal access described above, internet use shall be solely for legitimate business purposes that benefit the City. Improper use of the internet is strictly prohibited. Improper internet use includes, but is not limited to (i) use that would violate any policy of the City, including those set forth in this Personnel Policies And Procedures Manual; (ii) use that would adversely affect City computer equipment or any outside computer system (e.g. so-called “hacking” or “cracking”); (iii) use involving the display, transmission or receipt of material that is sexually explicit, obscene, pornographic, illegal, profane, racist, discriminatory, inflammatory, abusive, or otherwise anti-social, improper or illegal; (iv) use that would constitute campaigning or political activity; and (v) use that in any way be illegal, inappropriate or otherwise reflect poorly on the City. Such use may be subject to disciplinary action.

31.1.4 Downloading of software into City computers is strictly prohibited without the authorization of the employee’s Department Head. Downloading of music files, video files, and similar data or files not related to City employment are considered to consume excess bandwidth and are prohibited for this and other reasons. No newsgroup access, blogs, chat programs, or membership in e-mail lists will be permitted without prior written authorization a Department Head. No employee shall transmit, or allow access to City computers, files or other data unless authorized to do so by his or her Department Head in writing prior to the transmission or access. No employee shall engage in the transmission of SPAM or chain e-mail. Employees shall report the receipt of any such e-mail to their Department Head.

SECTION 32 – RIGHT TO INSPECT WORK AND STORAGE AREAS

Lockers, desks, and other working and storage areas are made available for the convenience of City employees while at work, and remain the sole property of the City, and no City employee or volunteer shall have any privacy expectation with regard to the same. The City reserves the right to open and inspect these items and areas, as well as any contents, effects, or articles placed inside at any time for any reason with or without advance notice.

APPENDIX A

A. Statement of Principle.

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

B. Definitions.

- 1. **Drugs and Alcohol:** For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law.*
- 2. **Drug and Alcohol Test:** The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.*
- 3. **Reasonable Suspicion:** Specific factual and articulable observations concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person or property damage in excess of \$500.00 may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists.*
- 4. **Under the Influence:** An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .02%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual's ability to safely and efficiently perform assigned work.*

C. Prohibited Conduct.

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

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

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

D. *Preconditions to Drug and Alcohol Testing.*

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

E. *Grounds for Testing.*

1. *Pre-employment screening for safety-sensitive or CDL positions.*
2. *Random testing of any kind is prohibited except as required by State or Federal laws and regulations.*
2. *Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this protocol/policy.*

F. *Testing Mechanisms.*

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

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

G. *Procedures to be Used When the Urine Sample is Given.*

The following procedure shall be used whenever an employee is requested to give a urine sample:

1. *Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. A form for this purpose will be supplied by the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.*
2. *The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.*
3. *Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.*

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

H. Procedures Used When the Blood Sample is Given.

The following procedure shall be used whenever an employee is requested to blood sample:

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

I. Procedures Used When an Intoxilyzer Test is Administered.

The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of his blood:

1. *The employee will be transported to the facility where the test will be conducted.*
2. *The intoxilyzer shall be properly certified by the State of Oregon as required by law.*
3. *The operator shall be currently certified by the State of Oregon to operate the intoxilyzer.*
4. *The operator shall conduct the test in the same manner as mandated by State Law in DUII cases.*

J. Consequences of Positive Results.

1. *An employee who has tested positive for the presence of intoxicants or controlled*

substances pursuant to this Article may be referred to drug or alcohol counseling. An employee's participation in drug and alcohol counseling and/or treatment will be considered in determining what, if any, disciplinary action may be taken, and may be required if recommended by a health care professional as a condition of continued employment.

2. *An employee who tests positive may be subject to unannounced testing for a three (3) year period following the positive test. If the employee violates the terms of the agreed to treatment or again tests positive during such a period, he shall be subject to immediate discipline, which may include discharge.*

K. Prescribed Medications.

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

L. Searches.

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

M. Interference With Policy.

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

N. Employee Rights.

1. *Non-exempt employees shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.*
2. *If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.*
3. *Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment*

used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

4. *An employee may grieve in accordance with Article 16 of this Agreement any issue of procedural compliance under this protocol.*
5. *Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:*

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

Appendix B

Reimbursements Amounts to City Employees

Meal Per Diem

- Breakfast \$10.00
- Lunch \$15.00
- Dinner \$25.00

Employee Paid Mobile Communication Device Allowance Plans

- Tier Two \$55.00 per month
- Tier Three \$85.00 per month

Appendix C

City of Jacksonville **Jacksonville City Policy** **regarding the Use of Mobile Communication Devices**

Mobile communication devices are a tool to enhance employee productivity and provide a higher level of service to our customers. Use of such devices must be balanced with safety, which is the primary responsibility of the City's employees who operate motor vehicles during the course and scope of their employment.

Effective January 1, 2012, Oregon law made it unlawful to operate a motor vehicle while using a mobile communication device such as a cell phone. An exception to this prohibition is that a person may use a mobile communication device if the person is an Emergency First Responder or is required to use a mobile communication device for employment purposes.

This policy establishes which positions in the City are required to use a mobile communication device for employment purposes. This is intended to provide a legal defense to those employees if issued a citation for using a mobile communication device while driving in the course and scope of employment.

DEFINITION:

References to mobile communication devices include cell phones or wireless Personal Digital Assistants (PDA) such as a Blackberry, Treo, iPhone, etc. that have a cell phone feature, or any other type of mobile communication device.

PURPOSE:

The purpose of the **Mobile Communication Devices Policy** is:

- To provide standards and clarification for mobile communication device use.
- To establish an allowance plan for personal use by key personnel who are required to maintain a mobile communication device as an essential part of their job duties for the benefit of the City.
- To minimize the need for tracking of business and personal mobile communication device usage.
- To eliminate potential liability problems for the City or its employees regarding motor vehicles citations and collisions that involve employee use of mobile communication devices while driving.

SCOPE:

This policy applies to all City positions, which use mobile communication devices for City business. The City has established three types of key personnel that are required to maintain a mobile communication device as an essential part of their job and has set the level of mobile communication device allowances.

POLICY #1:

There are three types of mobile communication device users at the City. These three “classes” are described below in A through C.

A. Tier One - City supplied phones: Business use only

The following positions with a business need for a mobile communication device (with texting in order to minimize the need for pagers) will be assigned a City owned mobile communication device: Duty Fire Captain and Duty Police Officer.

Mobile communication device usage on mobile communication devices supplied by the City is restricted to City business. Employees who have access to a desk phone should use that alternative for personal calls; personal mobile communication device calls (outgoing or incoming) will only be allowed in a limited and infrequent (maximum 2-3 times per month) for instances of family emergencies if these calls cannot be made from a land line phone in a reasonable period of time. These calls should be of short duration. **NO OTHER PERSONAL USE IS ALLOWED, EVEN IF REIMBURSED.** The above emergency calls do not need to be reimbursed.

Personal telephone calls made during work hours from public employer's land line telephones should be brief and infrequent. Personal long distance calls, even if the employee reimburses the City for the cost of such calls, may not be made on City telephones.

If the City chooses a mobile communication device plan that includes long distance telephone calls at no extra charge the employees would be prohibited from using this service for personal calls.

Employees should follow the guidelines below to help keep costs to a minimum.

1. Do not use your mobile communication device to make a call if regular phone service is available. There is no charge for a local call made from a regular phone while local calls made or received on a mobile communication device may incur charges.
2. Avoid lengthy conversations on mobile communication devices. If you anticipate a call lasting more than a few minutes try to arrange to call the person back from a regular phone
3. Minimize use of your mobile communication device outside the home service area. Roaming charges add significantly to the cost of mobile communication device.

B. Tier Two – Employee-paid mobile communication devices: Business and Personal use

The City recognizes that due to the nature of some positions, which require long-term, continuous, availability, certain employees may have an allowance for the specific purpose of personal use on an employee paid mobile communication device. The following positions with a business need for a mobile communication device (with texting in order to minimize the need for pagers) will be authorized an allowance for

an employee paid mobile communication device: ~~Mayor, Sexton~~, Public Works Division Leader and full-time general Public Works employees.

The allowance plan for this tier will offer employees the option of receiving a monthly amount for business use of their personal mobile communication device, as identified in Appendix B. The employee may choose the service provider. The allowance plan will be for mobile communication devices with text messaging (anticipated to cover 900 airtime minutes per month of business use for these positions). These mobile communication devices would be used for business, but would not have the same restrictions on personal use outlined in Tier One since the employee is paying for personal use.

C. Tier Three – Employee-paid PDA: Business and Personal use

In addition to the availability required of Tier Two, the following positions also have a business need for the data services provided by a wireless PDA and therefore will be authorized an allowance for an employee paid PDA: City Administrator ~~and all~~ Department Heads, Mayor, Sexton and Building Maintenance Supervisor .

The allowance plan for this tier will offer employees the option of receiving a monthly amount for business use of their personal PDA, as identified in Appendix B. The employee may choose the service provider. This allowance plan will be for airtime and a data package (anticipated to cover 900 airtime minutes per month of business use for these positions). These devices would be used for business, but would not have the same restrictions on personal use since the employee is paying for personal use.

Employee Responsibility

Tier Two and Tier Three personnel receiving a Mobile Communication Device allowance shall submit a copy of their bill to the City Treasurer on a yearly basis ~~(by January 31st)~~ as documentation of meeting the eligibility designation and verification of the contact information. The employee must notify their immediate supervisor and the City Treasurer when making a change in contact information.

All equipment purchases are the responsibility of the employee. If the equipment is damaged during the scope of normal work hours and responsibilities the City may elect to assist the employee in the cost of repairs and/or replacement.

City Responsibility

The City shall pay the employee a monthly stipend as identified in Appendix B for business use on their personal communication device.

The contact information for these key personnel will appear on the City's contact list and other emergency response lists, and will be distributed at the City's discretion.

POLICY #2:

During the course and scope of City employment, and subject to reasonable constraints under the circumstances, employees shall use mobile communication devices while operating a vehicle in only one of the following manners:

1. Using a hands-free device that allows the operator to keep eyes on the road and both hands on the wheel while using the mobile communication device if the operator is driving;
2. Pulling over to the side of the road or other safe area to stop and use the device;
3. Turning the device off while driving; or
4. Use the device either before or after driving the motor vehicle.
5. In an extreme condition, this policy does not prevent an Emergency First Responder or an employee who is required to use a mobile communication device for employment purposes from utilizing the communication device in accordance with House Bill 3186

House Bill 3186 amending ORS 811.507 is attached as Exhibit "A".

EXHIBIT "A"

76th OREGON LEGISLATIVE ASSEMBLY--2011 Regular Session

House Bill 3186

Sponsored by Representative BERGER, Senator PROZANSKI; Representatives BEYER, BOONE, BUCKLEY, CANNON, CONGER, COWAN, ESQUIVEL, KOMP, MATTHEWS, PARRISH, THOMPSON, TOMEI, Senators BOQUIST, WINTERS

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Removes exception for person operating motor vehicle in scope of person's employment from offense of operating motor vehicle while using mobile communication device.

A BILL FOR AN ACT

1
2 Relating to operating a motor vehicle while using a mobile communication device; creating new
3 provisions; and amending ORS 811.507.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 811.507 is amended to read:

6 811.507. (1) As used in this section:

7 (a) "Hands-free accessory" means an attachment or built-in feature for or an addition to a mo-
8 bile communication device, whether or not permanently installed in a motor vehicle, that when used
9 allows a person to maintain both hands on the steering wheel.

10 (b) "Mobile communication device" means a text messaging device or a wireless, two-way com-
11 munication device designed to receive and transmit voice or text communication.

12 (2) A person commits the offense of operating a motor vehicle while using a mobile communi-
13 cation device if the person, while operating a motor vehicle on a highway, uses a mobile communi-
14 cation device.

15 (3) This section does not apply:

16 (a) To a person who is summoning medical or other emergency help if no other person in the
17 vehicle is capable of summoning help;

18 (b) To a person using a mobile communication device for the purpose of farming or agricultural
19 operations;

20 (c) To a person operating an ambulance or emergency vehicle;

21 (d) To a person 18 years of age or older who is using a hands-free accessory;

22 (e) To a person operating a motor vehicle while providing public safety services or emergency
23 services as a volunteer;

24 (f) To a person operating a motor vehicle while acting in the scope of the person's employment
25 as a public safety officer, as defined in ORS 348.270;

26 [(g) *To a person operating a motor vehicle in the scope of the person's employment if operation of*
27 *the motor vehicle is necessary for the person's job;*]

28 [(h)] (g) To a person activating or deactivating the mobile communication device or a function
29 of the device;

30 [(i)] (h) To a person who holds a valid amateur radio operator license issued or any other li-

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in **boldfaced** type.

LC 1762

Appendix D

City of Jacksonville

Financial Policies & Internal Controls

Revised February 2016

Adopted by City Council: 02/16/16

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**INTERNAL CONTROLS
ACCOUNTS RECEIVABLE FLOW CHART
DAILY CASH BALANCING**

1. Opening staff person will collect contents of drop box and complete items 1-3.
2. Stamp the back of all checks with the bank deposit stamp.
 - a. See that amount paid equals balance due. Change stub to reflect the amount paid.
3. Count the coin and currency taken out of the cash box and leave the cash box at \$100.00. Make a register tape of currency and coin reflecting the total amount of cash in the box and initial and date it and place the remaining amount for deposit into the bank deposit bag.
4. Enter all of the receipt amounts (general, water, fines, business licenses, building permits, deposits and SDC's, etc. onto the daily cash receipt spreadsheet.)
 - a. This should equal the bank deposits. If not, find the error by comparing the checks written to the receipt stubs and re-checking the cash amount.
5. Once balanced, the daily cash receipt spreadsheet goes to the Treasurer with the original tape receipt and any back up documentation stapled to it.
6. All totals for checks, cash, and a copy of the cash register receipt are written up in the deposit book and taken to the bank daily.
7. When the mail arrives, all water payments, fines, business licenses etc. have the checks stamped and receipts written for the next day's deposit.

INTERNAL CONTROLS ACCOUNTS PAYABLE FLOW CHART

- Item is ordered and delivered, or picked up from the vendor.
- An invoice is issued by the vendor and presented to the Treasurer.
- Treasurer stamps the invoice for department head approval and designation of line item account number and routes to appropriate department for signature approval. If the vendor provides a monthly statement, the invoice is held in "pending statement" mode until the statement arrives. It is then placed on the "Bills Against the City" list for Council approval at their next regularly scheduled meeting. If the vendor does not provide a monthly statement the invoice is placed on the "Bills Against the City" list for Council approval at their next regularly scheduled meeting.
- When monthly statement arrives, Treasurer checks the invoices to the statement for accuracy. Treasurer then types the statement information on the "Bills Against the City" list for Council approval at their next regularly scheduled meeting.

The Treasurer places the list in the Council packets for their review. The Recorder takes the original bills to the Council meeting and Council formally approves the "Bills Against the City" list (first and third Tuesday of the month).

- The following day, invoices and statements are entered into QuickBooks by the Treasurer. Totals for checks are balanced to the totals on the "Bills Against the City" list. This includes balancing to fund categories, as well as grand total of all bills combined. If the totals do not match, a cross check is done to find errors and errors are corrected. When the totals do match, the checks are printed and the transactions are entered into QuickBooks. The Treasurer files the list in the monthly notebook under "Checks Written." The invoice and/or statement with the pay stub attached are filed in the appropriate Accounts Payable file.
- Vendors with specific due dates where late fees will incur if not paid timely, or are on contract with to pay within a certain time frame have been approved by

Council to be paid outside of the Bills List. A list of those vendors paid outside of Bills List is submitted to Council with the Monthly Financial Statement.

- Credit card payments fall under the parameters of purchasing policies and any expenditure that requires Council approval could not be purchased with a credit card.

Bills paid upon receipt - not run through City Council

These vendors have a specific due date and late fees will incur if not paid timely, or are on contract to pay within a certain time frame.

AlSCO American Linen
AT&T Mobility
Avista Utilities
BDS Services
Century Link
Charter Communications
ECSO
Fedex
Home Depot
Jacksonville Janitorial
Judge Mark Burkhalter
Kim's Kleaning
Les Schwab
Lowe's
Medford Water Commission
Pacific Office Automation
Pacific Power
Pitney Bowes - postage meter
One Call Concepts
Rogue Disposal
Rogue Valley Sewer Services
Shell Fleet Management
SOS Alarm
United Parcel Service
US Bank Visa
Verizon Wireless

INTERNAL CONTROLS PAYROLL PROCEDURES

- Department Heads submit employee time sheets with a Payroll Summary Sheet to the Treasurer for payroll processing.
- Treasurer verifies time sheets to the summary sheet, verifying hours worked, any applicable over time, comp time earned and used hours, and ETO hours earned and used. Any discrepancies are corrected and the original time sheet is routed back to Department Head for employee initials. Treasurer keeps a copy of the corrected time sheet on file until original with employee initials is returned.
- ETO hours earned and used are entered into Payroll processing module.
- Information from Payroll Summary Sheets is entered on to Payroll Worksheet in preparation for Payroll processing in payroll module.
- Payroll is processed in payroll module a minimum of two business days prior to pay date in order to meet funding guidelines for payroll taxes and direct deposit.
- Time sheets are filed in time sheet folders by Department which are locked in the HR filing cabinet.
- Payroll reports are filed in the Payroll notebook by pay period. Payroll reports include all of the following: summary sheets by Department Head, payroll worksheet, payroll module and payroll spreadsheets, pay stubs and direct deposit stubs.
- Pay checks are distributed to employees.
- PERS data is uploaded on a semi-monthly basis and the PERS reports are filed in the monthly financials notebook.

INTERNAL CONTROLS

Accounts Receivable Flow Chart – Utility Dept

- Utility Clerk reads water meters (beginning approximately the 20th of each month) through touch-read apparatus and downloads the information into the Utility Billing program. The Utility Clerk checks meter reads for consumption within normal range; meters are re-read if necessary.

- Utility billing reports are generated and examined for accuracy by the Utility Clerk and Utility bills are generated.

- By the first day of each month, the Utility Clerk mails the utility bills. Customers either come in to the office and pay in person, they mail a check, or place it the drop box in front of the city offices or at the grocery store.

- The check amount is verified to the payment stub amount by staff. The stub is stamped with the paid stamp and the check is stamped with the deposit stamp. If the customer pays by cash the amount paid and address is registered on tabulation sheet on the reception desk. At the end of the day one receipt for cash is written for the daily cash payments. If a check is not signed the customer is called to come in and sign the check.

- The following morning, during the process of balancing the previous days' receipts, all payment stubs, checks and cash are balanced by a staff member.

- Utility bill payments are posted to the utility billing program by the Utility Clerk and balanced to the total payments received shown on the balancing tape.

- The Utility Clerk gives the printout and stubs to the Accounts Receivable Clerk for entering into the Cash Receipts program. A computer list is generated and the Accounts Receivable Clerk examines the totals for correctness. If totals do not balance, an examination is made for errors. When the totals do balance, the cash receipts are journaled (posted) into the general ledger and a list is generated. Accounts Receivable Clerk files the list in the monthly notebook under "Cash Receipts." Deposit books are locked up in file cabinets in the Treasurer's office.

- Receipt books that are being used are kept in the drawer at the reception desk. Once filled the dates of use are written on the front. Each book is identified as to what accounts will be in it ie: general, building permits etc. Each book is consecutively numbered to be sure no book is missing.
- Once the receipt books are full they are stored in cabinets within the City Hall back areas. Once they are older than more than a year or so they are archived in the archives area.

INTERNAL CONTROLS BILLING PROCEDURES - UTILITY CLERK

For Monthly Bills

Meter reading information is imported into handhelds (Route Manager)

Meters are read, unloaded from handheld, and report of meter reads printed

Meter reads are exported into Utility Billing Program (Springbrook)

Consumptions are checked for possible leaks or meters that register '0' consumption and might be broken ('Possible Misread' message appears if out of the ordinary)

Each account is checked to make sure there are no unread meters ('Unread Meter' message appears and a '?' appears in the meter read column.)

When all meters are read, bills are generated around the 26th or 27th

A Past Due report is generated and committed which charges a late fee, per Appendix A, onto the bill.

(Bills are due on the 15th and late notices are sent around the 18th saying they have until the 25th to pay to avoid late fees)

Bills are generated

Utility Billing Report is printed - Billing Register Summary

Trial Summary Balance Report is printed

Billing Statements are printed

Rate Analysis is printed

Bills are committed

Bills are mailed

If Past Due Balances are still not paid after bills go out, a Hang Tag is put on the property for water shut off.

When payments are received, they are entered into the billing system (Cash Receipts Proof List) and on the Daily Cash Receipts form that is used with the daily deposit to see that cash and receipts balance. If they do not balance the error is located and corrected.

For Final Bills during the Month

The meter is read

Final Bills are generated

Utility Billing Report is printed - Billing Register Summary

Trial Summary Balance Report is printed

Billing Statements are printed

Rate Analysis is printed

Bills are committed

Bills are mailed

Payments are entered in a daily batch (as described above in the Springbrook computer program)

INTERNAL CONTROLS FEES

Planning fees and the Community Development Fee are set by Resolution #861 and the current fee schedule. This fee schedule is revised each July 1st based on the CPI index per the resolution. Not all applications require fees. When applicable, fees MUST accompany the appropriate application(s); neither is accepted without the other. These monies are then booked in the 'General' receipt book, added to the next day's deposit and funds are recorded as 'General Fund-Land Use Fees'.

Building Permit fees (Building, Mechanical, Plumbing, Plan Check) are calculated by the Building Inspector on a percentage of the Declared Value of construction cost and a 'Valuation' sheet from the State. These fees are collected in conjunction with Surcharge, Sewer Tap and Water Meter fees at the time of permit issuance. Additionally, any surcharge fees due to The City of Medford are also collected. Payment **IN FULL** must be made before permits are issued. Payments are recorded in the 'Building Permit' and 'Deposit Refund' (Medford fees) receipt books. These are added to the next day's deposit and recorded as 'General fund - Building Permit fees' or 'SDC Fund'.

In the 2013 Codification the following will be removed from the code and will be deleted from Financial Policies and Internal Controls at that time.

§ 3.12.110 INSTALLMENT PAYMENT.

(A) When a systems development charge of twenty-five (\$25.00) dollars or more is due and collectable, the owner of the parcel of land subject to the development charge may apply for payment in twenty (20) semi-annual installments, to include interest on the unpaid balance, in accordance with O.R.S. 223.208.

(B) The City Recorder shall provide application forms for installment payments, which shall include a waiver of all rights to contest the validity of the lien, except for the correction of computational errors.

(C) An applicant for installment payments shall have the burden of demonstrating the applicant's authority to assent to the imposition of a lien on the parcel and that the interest of the applicant is adequate to secure payment of the lien.

(D) Installment payments shall be charged a:

1. Twelve (12) percent interest rate.
2. Three (3) percent one-time upfront fee.
3. Five (5) percent one-time administration fee to offset future bond sale costs.
4. Ten (10) dollars service charge on each payment.

5. Two (2) percent late fee with a maximum limit of ninety (90) days to payment, after
which the performance bond becomes callable.
6. A performance bond for the full amount of the contract shall also be delivered to the City Recorder.

(E) The City Recorder shall report to the City Council the amount of the systems development charge, the dates on which the payments are due, the name of the owner and the description of the parcel.

(F) The City Recorder shall docket the lien in the lien docket. From that time the city shall have a lien upon the described parcel for the amount of the systems development charge, together with interest on the unpaid balance at the rate established by the Council. The lien shall be enforceable in the manner provided in O.R.S. Chapter 223. (1981 Code, § 3.12.110) (Ord. 466, passed 4-15-1997)

**INTERNAL CONTROLS
PLANNING DEPARTMENT
DAILY CASH BALANCING - CLOSING PROCEDURES**

- Planning staff will only accept payments made with check or credit card. Any customer wishing to pay with cash will be directed to City Hall with appropriate documentation of what needs to be paid.
- Planning staff shall write a receipt for all checks and credit card payments received each day. On the bottom of each receipt write what the customer is paying for (i.e. fence application, building permit #) as well as the check number or CC for credit card payment.
- Upon close of business and prior to 4:00 pm each day a Planning Department staff person shall take all checks receipted for that day to City Hall with a copy of all building permits issued and all receipts written that day.
- At City Hall all checks shall be stamped on the back with the City deposit stamp and put in the bottom of the checks in the cash drawer.
- Copies of the receipts written that day shall be put in the "Daily Deposits" folder.
- Copies of building permits issued that day shall be put in the "Building Permits" book.
- When a receipt book is full Planning staff will bring the receipt book to the City Treasurer to be stored with all other receipt books. New Receipt books are also obtained from the City Treasurer.

INTERNAL CONTROLS CITATIONS, ALARM PERMITS, IMPOUNDS, etc.

All citations are not pre-numbered.

After an officer issues a citation for a moving violation, the completed citation is put into the Police Clerk's inbox. The Police Clerk then takes those completed citations, removes the green copy for Police Department records, and then run them through LEADS (Law Enforcement Data Systems) and DMV (Department of Motor Vehicles) for address verification and driving record information for the judge. The Police Clerk then takes the citations and deposits them into the Court Clerk's inbox. Once the citations have been taken to the Court Clerk, the Police Clerk takes the Police Department copies (the green copies) and enters the information into the Records Management System (RMS) of CAD citations that have been voided get filed along with the green copies.

After an officer or CSO issues a citation for a parking violation, they put the completed citation in the Police Clerk's inbox. Those citations are then entered into the Records Management System (RMS); citations that have been voided are filed. Then the citations are taken to the Court Clerk, and put in her in box.

Alarm Permits:

Alarm permits are not numbered; they are filed by address.

Alarm permit applications are given to the local alarm companies to be filled out when a resident purchases and alarm from them. The Alarm Permit fee, per Appendix A, is paid at the time of the original application and renewals are billed at the beginning of each fiscal year.

When an original alarm permit is received at the city offices, the check is receipted into the General receipt book, the paperwork is stamped with the PAID stamp, and the receipt is attached to the original paperwork and put in the Police Clerk box to be recorded. The information will then be added to the alarm permit database which is on Police Clerk computer; the receipt, copy of paperwork and a copy of the false alarm statement will be sent to the applicant. Annually, in the middle of June, the police clerk will forward to the City Treasurer a statement of active accounts to be billed for renewal.

When the renewals are received at the City Offices, the same procedure is used to receipt them; however, two copies of the renewal (if included with payment) or receipt are to be made. One copy will go to the Treasurer and one will go to the Police Clerk. The information for the renewal is then documented in the database.

Residential Parking Permits:

There is no cost for this permit. This permit is for those who have no off-street parking on site. These permits are in effect from June 1- September 30 each year. In May of each year, the application for this permit is sent to all the addresses in the Residential Parking Permit Area as determined by RES 764 and amended by RES's 791 and 794. A map associated with the resolutions was the base line for creating the address master list. Before sending the applications out the Police Clerk checks with the Public Works clerk for the accurate name of the owner or renter for each effected address who qualifies for the permit. The permit will be in the name of the occupant per resolution. Once the applications are received, they are entered into the database kept on the Police Clerk computer, and numbered permits are issued. The permits are issued two per resident unless the Chief of Police approves otherwise.

Fire Protection Surcharge Relief

The Public Safety Committee has designated the Police Clerk as the city employee who will either approve or deny the application for Fire Protection Surcharge relief. When a new application is received, the paperwork is reviewed and a determination is made as to whether the applicant qualifies. This is determined by annual income as indicated on the application.

If the applicant is approved, and lives in the Royal Mobile Estates mobile home park, a letter must be sent to the manager to be signed before an approval letter can be sent to the applicant. If the applicant is denied, and lives in Royal Mobile Estates, the denial letter may be sent immediately to the applicant. Anyone living outside Royal Mobile Estates can have their letter of approval or denial mailed immediately. A copy of the approval letter is given to the public works clerk for the billing records.

In June each year a renewal letter is sent to each applicant requesting an updated on their income information to determine if they still qualify for the discount. Each year they are subject to qualifying.

At no time is the Fire Protection Surcharge relief prorated. The relief begins at the next water billing cycle.

Impounds:

Impounds are numbered for department paperwork only.

If an officer impounds a vehicle during his shift, he gives the information to the Police Clerk, who sends letters to the registered owner, the driver and the legal owner of the vehicle. To have the vehicle released by the city, the registered owner must come into the office pay an impound fee, per Appendix A, and show proof of ownership, a valid

driver's license, registration and insurance on the vehicle. When the citizen does come to the office, the Police Clerk gets all of the above information if able to, and writes a receipt for the cash.

All transactions involving cash are completed at the reception desk, where the monies can be put in the locked drawer and a receipt can be written.

INTERNAL CONTROLS TRAFFIC CITATION PAYMENT PROCEDURES

Parking Citations: Bail to Fines Spreadsheet:

When Police Dept. gives citations to the Court Clerk, they are filed numerically by the month they are issued. They are recorded in the Excel Parking Citations spreadsheet by Citation number. When payment is received, it is written into the fines book. It is then recorded in the Parking Ticket Spreadsheet in the column for amount paid and date paid. If it is accompanied by a letter to the Judge requesting leniency, the amount is written into the bail book. There is a Spreadsheet for Bail to Fines. The citation number, name, date paid, date reviewed by Judge, and amount paid are all recorded. After review by the Judge, the citations that have fines imposed are totaled. This amount is submitted with a total amount for the Treasurer. Some of the citations that are reviewed are dismissed and that is recorded on the Parking Citations Spreadsheet in the fine amount column.

Moving Violations:

When Police Dept. give citations to the Court Clerk, they are recorded in the Moving Violations/ORD Violations spreadsheet. They are then kept in the files for the Court Date written on the citation. People are able to pay their fine in full up to the time of the appointed court date. When payment is received, it is recorded on the Moving Violation spreadsheet. The Court Clerk has the authority to reduce the amount according to the Oregon State Minimum Base Fines Schedule and only if their DMV report shows no convictions for two years. People may come into the office and plead guilty rather than go to Court. The Court Clerk must determine and explain all options, in accordance with their driving record and the type of violation incurred. It will be determined whether that person will be required to appear on the scheduled court date or pay the fine that day; whether in full that day or by signing a compliance agreement to pay it in full over a period of time. If the case must be reviewed due to inability to appear on the scheduled court date, the Judge will review the documents in Court as submitted. The Judge has the authority to make any decision within the law he/she determines is correct in each case. There is a column in the Moving Violation spreadsheet for the fine amount. When the citation is first entered, the amount on the citation is entered as the fine amount. After the Judge makes his decision, the amount the Judge decides is entered into that column.

Fines Receipt Book: Compliance Agreements:

When payments are received, they are noted in the Parking Citation excel spreadsheet. The receipts are written in the Parking fines receipt book, with the type of payment received. (i.e.) cash, check or money order. If a Compliance Agreement is signed, a copy is given to person and original attached to citation. The Jacksonville Municipal Court

finer reduction chart dictates duration and amount of payments. If Compliance Agreements are not met, the fine will revert to the original amount cited. (This applies if a fine was reduced.). A Failure to Comply letter is sent regarding delinquency and final notice to bring account current. If non-compliant, their driver's license is suspended and the citation is submitted to collection.

Reinstatement, Failure to Appear & Administrative fees:

Reinstatement fees, per Appendix A, are written in the Moving Violations receipt book. Full payment of the fine must be paid first. If paid through collection, the collection agency often provides a receipt for the person to show us that they have paid Jacksonville fines. Failure to Appear fees, per Appendix A, are written in the Moving Violations receipt book. There is a spreadsheet for Collection, Outstanding Citations, Moving Violations and Parking Tickets. Depending on where a particular fine is located, the fine amount and date paid columns and record payment are recorded.

Under ORS 137.293 & 137.295 and in accordance with the Oregon State Minimum Base Fines Schedule, all fines imposed include an Administrative (Court) fee, per Appendix A, which is written in the **General receipt book**.

Court:

A form is completed at Court indicating the amount of fine which is due. The customer brings that form to the City Hall where the money is received and receipted for, with original form being returned to Court Clerk, indicating payment has been made.

Traffic School:

If a person with a Moving Violation wants to attend Traffic School, their DMV report will dictate whether they qualify. The Court Clerk has the authority to let them attend Traffic School only after the fine owed has been paid in full. The Court allows three months to complete the course and the Court Clerk calculates the due date and fills out the form in this office. A copy goes to the person. The original is attached to the citation and filed in the Traffic School Binder. The Traffic School Spreadsheet lists, name, citation number, amount paid, date paid and date completed. The fine can be reduced to the minimum amount according to the State Minimum Base Fines Schedule. All reduced fine amounts are recorded as regular collected fines and are included in the Traffic Assessment report at the end of the month. If Traffic School is not completed, a copy of the citation is forwarded to the DMV for processing. The fine amount does not revert back to the original base fine.

Collection:

When parking citations or moving violations are sent to collection, there is an Excel Collection Spreadsheet. All columns list citation information. Citation number, Name,

Date issued, and Collection Date. The Collection Agency sends notices to the Court Clerk when they accept a Collection from us. They also send notice when payment is made or paid in full. The payment information is entered on the citation documents only. Payments are not entered in the Spreadsheet that the Citation is located in unless it has been paid in full.

Criminal Fines and Assessment Account for Municipal Court:

At the end of each month, Assessment forms are filled out and submitted to the City Treasurer. The Court Clerk keeps a copy of each month's disbursements for her records. Parking Citations do not apply. The fines are calculated for the month on a Fine Assessment worksheet. The fines are categorized by amounts and established by the Oregon Department of Revenue. For instance, \$50.00-\$99.99 and so on, up to \$500.00 or more. Each row across is then multiplied by the numbers designated for, Lemla, State Unitary, and County. These amounts are documented on the payment coupon, provided by the State, for Unitary Assessment / Lemla only. The Jackson County courts coupon for State Court Facilities Security Assessment is provided by the Oregon Judicial Department. The payment coupon is then submitted to the Treasurer for payment to the Oregon Department of Revenue.

INTERNAL CONTROLS PARKING CITATIONS AND MOVING VIOLATIONS REVENUE

Court Clerk procedures for processing of Parking Citations:

The fine is either paid in full or contested citations are presented to the judge. If the citation is reduced, the defendant pays the citation in full, or sets up a compliance payment plan with the Court Clerk. Therefore, there is seldom revenue received for Parking Citations that could be refunded at a later date. The revenue reported in the GL for Parking Citations has been reconciled.

Court Clerk procedures for processing of Moving Violations.

Fines are either paid in full or are partially paid via a payment plan. An opportunity for funds received that may be refunded would appear after the last court date of the fiscal year.

Any citations to be contested are not paid in advance, but go before the judge once a month (3rd Thursday). If the fine is reduced, the defendant pays the fine in full the day of Court, or sets up a compliance payment plan with the Court Clerk.

INTERNAL CONTROLS PURCHASING PROCEDURES

Purchases from \$ 0 - \$ 5,000.00

Item purchased is picked up
Invoice is obtained
Invoice is signed by Department Head for approval to pay
Invoice is given to Treasurer to put on bills list for Council approval
Invoice is paid

Purchases from \$ 5,000.01 - \$ 30,000.00

Verbal quotes or a short RFP are received
Low bid is chosen, or if not the low bid, the bid most favorable to the City with explanation
Quote is approved by Contracting Agent (Administrator)
Product is received
Invoice is obtained
Invoice is signed by Project Manager for approval to pay
Invoice is given to Treasurer to put on bills list for Council approval
Invoice is paid

Purchases from \$ 30,000.01 - \$ 100,000.00 or greater

RFP is distributed and/or advertised
Low bid is chosen, or if not the low bid, the bid most favorable to the City with explanation
Chosen bid is approved by Council
Contract is signed
Contract is reviewed and approved by Council
Service is performed
Invoice(s) is/are obtained
Each invoice is signed by Project Manager for approval to pay
Invoice is given to Treasurer to put on bills list for Council approval
Invoice is paid

Purchases greater than \$ 100,000.00 (unless using State or National Bid List)

RFP is distributed and advertised
Sealed bids are then accepted by deadline
Low bid is chosen, or if not the low bid, the bid most favorable to the City with explanation
Chosen bid is approved by Council
Contract is signed
Service is performed
Invoice(s) is/are obtained
Each invoice is signed by Project Manager for approval to pay
Invoice is given to Treasurer to put on bills list for Council approval
Invoice is paid

EXHIBIT A - RESOLUTION NO. 1025

PROCUREMENT POLICY AND PROCEDURES FOR THE CITY OF
JACKSONVILLE

DEFINITIONS:

Contract: A written agreement between two or more parties that is enforceable by law.

Contracting Agency: City Administrator or Designated (in writing) Alternate

Contracting Review Board: the City Council

Procurement: The process for obtaining or acquiring goods and services as well as personal service contracts.

PROCUREMENT POLICY AND PROCEDURES: Procurements, contracts, and purchases of goods and services and personal services shall be made in the following manner:

(A) General Purchases.

- (1) For dollar amounts of \$1,000 or less, the City Administrator, Recorder/Treasurer, Department Heads, or other designated individuals delegated in writing by the City Administrator may make purchases with petty cash or blanket purchase orders.
- (2) Every effort shall be made to consolidate purchases among all departments to ensure that the price obtained is the most advantageous to the City.
- (3) To eliminate the potential for abuse or misuse, the City Administrator shall direct the City Recorder to make periodic audits of the petty cash fund and report the results.
- (4) Monthly expenditures from each department will be itemized and submitted in the Councilors' packets for the first Council meeting of each month.

(B) Small Procurements.

- (1) For dollar amounts in excess of \$1,000 but less than \$5,000, procurements, contracts, purchases of goods and services, personal services, and public improvement, including minor alterations, repair and maintenance involving a single project, the Contracting Agency shall informally solicit quotation(s) orally, by telephone, or in writing and make direct selection and award.
- (2) Procurements may not be fragmented or artificially divided to be included in small procurements procedures.

- (3) A written transaction file shall be kept with abstracts of invitations made, offers received, and awards made. Within one fiscal year, no individual contractor may be awarded contracts in the aggregate of \$30,000 without formal competitive bidding with contract award being made by the Contracting Review Board.
- (4) Provisions for Personal Service Contracts are included in Item E of this Resolution.

(C) Intermediate Procurements.

- (1) For dollar amounts in excess of \$5,000 and/or less than \$30,000 related to goods and services and public improvement, including minor alterations, repair and maintenance, the Contracting Agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors.

The Contracting Agency shall make the award to the contractor whose quote or proposal best serves the interests of the City, taking into account but not limited to price, experience, expertise, product functionality, suitability and contractor responsibility.

- (2) After Council's determination of need, for dollar amounts in excess of \$5,000 and/or less than \$30,000 related to personal services, the Contracting Agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors.

The Contracting Review Board shall make award to the contractor, whose quote or proposal best serves the interests of the City, taking into account but not limited to price, experience, expertise, product functionality, suitability and contractor responsibility.

The negotiated personal service contract shall be reviewed by the Council prior to the signing of the contract by the City Administrator or Designated (in writing) Alternate.

- (3) A written record will be kept of all quotations and proposals, including related communications.
- (4) Provisions for Personal Service Contracts are included in Item E below.

(D) Large Procurements.

- (1) After Council's determination of need, for dollar amounts in excess of \$30,000, procurements, contracts, purchases of goods and services, personal services, and public improvement, including minor alterations, repair and maintenance involving a single project, competitive sealed bidding procedures will be followed for either competitive quotes or competitive proposals.

The Contracting Review Board shall make award to the contractor, whose quote or proposal best serves the interests of the City, taking into account but not limited to price, experience, expertise, product functionality, suitability and contractor responsibility.

The negotiated contract shall be reviewed by the Council prior to the signing of the contract by the City Administrator or Designated (in writing) Alternate.

- (2) Should three quotes or proposals from contractors not be available, award shall be made with a written record and details of the efforts made to obtain the sources maintained. Procurements will not be artificially divided or fragmented to meet the informal solicitations procedures.
- (3) All procurement methods shall comply with the statutory requirements prescribed in ORS 279B.070.
- (4) Provisions for Personal Service Contracts are included in Item E below.

(E) Provisions for Personal Service Contracts.

- (1) A **personal service contract** is a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors, and other licensed professionals, artists, designers, computer programmers, performers, consultants, and property managers.

Personal service contracts are those exclusively for the rendering of services where the particular skill or experience of the contractor is of

the essence or which involves a relation of special trust and confidence between the City and the contractor.

The Contracting Agency shall have discretion to determine whether additional types of services not specifically mentioned in Item (E) (1) fit within the definition of personal services.

- (2) Evaluation and Selection of a Personal Service Contractor.**
 - (a)** The following criteria shall be considered in the evaluation and selection of a personal service contractor:
 - (i)** Specialized experience in the type of work to be performed,
 - (ii)** Capacity and capability to perform the work, including any specialized services within the time limitations for the work,
 - (iii)** Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration, where applicable,
 - (iv)** Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable,
 - (v)** The location of the primary business office within the City Limits of Jacksonville, and
 - (vi)** Any other factors relevant to the particular contract.
 - (b)** The selection criteria described in Item (2) (a) may be waived by the Contracting Agency or the Contract Review Board, as appropriate to the level of purchase, where an emergency exists that could not have been reasonably foreseen and requires such prompt execution of a contract to remedy the situation that there is not sufficient time to permit utilization of the selection procedures.
 - (c)** The Contracting Agency may arrange for any or all interested prospective contractors to be interviewed for the assignment by an appropriate City employee or an interview committee.
 - (d)** Following a review of the qualifications and interviews, where conducted, of the interested prospective contractor, the

Contracting Agency or the Contract Review Board, as appropriate to the level of purchase and as indicated in Items (A), (B), (C), and (D) above, shall select the prospective contractor.

- (e) Upon selection of a personal services contractor, the Contracting Agency shall prepare a personal service contract based upon model contract provisions prepared by the City Attorney.
- (f) Nothing contained in this section shall preclude the City from complying with provisions of Federal or State law that require the city to utilize a different selection or contracting procedure.
- (g) Personal service contracts shall not be used to engage persons who would be deemed City employees, rather than independent contractors.
- (h) All personal service contracts shall require the contractor to defend, indemnify, and hold harmless the City, its officers, agents and employees against and from any and all claims or demands for damages of any kind arising out of or connected in any way with the contractor's performance.
- (i) Prior to selection of a contractor, the City Recorder shall verify that the insurance requirements for particular services protect the City's interests.

(F) Public Improvement Contracts. Procurement and contracts for construction, maintenance, and repair of City property shall be made in the following manner:

- (1) For contracts and procurements valued at more than \$5,000, but not more than \$30,000, the Contracting Agency shall follow the procedures described in Item (C) of this Resolution for "Intermediate Procurement" by soliciting informal competitive price quotes or competitive proposals from at least three prospective contractors, with contract award being granted by the Contracting Review Board to the contractor's quote or proposal that best meets the needs of the City.
- (2) For contracts and procurements greater than \$30,000, but not to exceed \$100,000, or not to exceed \$50,000 in the case of contracts for highways, bridges and other transportation projects, formal bidding procedures shall be used for competitive quotes or proposals. The Contracting Review Board shall make the award to the contractor whose quotation or proposal best meets the needs of the City, with a written record maintained of all quotations and proposals, including related communications.

- (3) For contracts and procurements in excess of \$100,000, and \$50,000 for transportation projects, competitive bidding procedures will be used in accordance with the provisions of ORS 279C.360, 365, and 370.
- (G) Cooperative Procurement Contracts.** Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.
- (H) Emergency Procurements.** Public improvement contracts, contracts for goods and services, and contracts for personal services may be exempted from competitive bidding if the Contracting Agency or the Contract Review Board determines that an emergency exists.

Should an emergency procurement be required and conditions require prompt execution of a contract, documentation will be made of all transactions, including but not limited to, the nature of the emergency, method used to select the contractor, and scope and price of the contract.

- (I) Sole Source Procurement.** In accordance with the provisions of ORS 279B.075 and when authorized by the Contracting Review Board, the Contracting Agency may award a contract for goods and services without competition when a determination, in writing, is made that the goods or services or class of goods or services are available from only one source. To the extent reasonably practical, the Contracting Agency shall negotiate with the sole source to obtain contract terms advantageous to the City. The determination of sole source must be based on written findings that may include:
 - (1) That the efficient utilization of existing goods requires the acquisition of compatible goods or services,
 - (2) That the goods or services required for the interaction of software or exchange of data with other public or private agencies are available from only one source,
 - (3) That the goods or services are for use in a pilot or an experimental project, or
 - (4) That other findings support the conclusion that the goods or services are available from only one source.
- (J) Contract Amendments.** The Contracting Agency is authorized to amend the original contract amount up to but not to exceed ten percent (10%) of the original contracting price. Prior approval of the Contract Review Board is required for amendments greater than ten percent (10%). However, if the original contract was awarded through the competitive bidding process and a fixed unit price was established, the contract amount can only be amended by a

negotiated change in contract scope or other previously unforeseen requirements.

- (K) Conflict of Interest.** Employees, officers, or agents of the City shall not participate in the selection, negotiation, administration, or award of any contract of the City if a conflict of interest, real or apparent, would be involved. Included in this prohibition are immediate family members, his or her partner, an organization which employs or is about to employ any of aforementioned, or anyone who has a financial or other interest in the firm selected for award. City officers, employees, or agents are prohibited from soliciting, accepting gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

EXHIBIT “A” - Ordinance 546

3.10.10 PURPOSE.

The Jacksonville City Council is designated as the local Contract Review Board under the State of Oregon Public Contracting Code. The Contract Review Board may, from time to time, delegate through written consent, its powers and responsibilities consistent with the Oregon Public Contracting Code, the Model Rules, or the Code of Jacksonville. The City Administrator or his/her designated purchasing agent is designated as the City’s “Contracting Agency” for purposes of contracting powers and duties assigned to the City of Jacksonville as a “Contracting Agency” under the State of Oregon Public Contracting Code or the Model Rules.

3.10.20 SCOPE.

Except as specifically provided herein, Public contracts shall be let by the City of Jacksonville according to the State of Oregon Public Contracting Code, including the Model Rules adopted by the Oregon Attorney General as they now exist and as they may be amended in the future, and the Code of Jacksonville. Definitions provided by the State of Oregon Public Contracting Code, including the Model Rules shall apply to the City of Jacksonville procurements, except as may be specifically provided herein.

3.10.30 EXEMPTIONS.

The following classes of public contracts are hereby exempted from competitive procurement:

- (a) Any contract exempted by the State of Oregon Public Contracting Code, or Model Rules;
- (b) Change orders or contract amendments, which are related to the scope of work under the original contract, subject to any limitations established by City Council Resolution and not to exceed the limitations set in the State Public Contracting Code as outlined in the Oregon Administrative Rules. (Note: Change Orders or other amendments that increase the initial price of the contract by more than the allowed limitations must be separately approved by the Contract Review Board.)
- (c) Purchases through U. S. Government programs, pursuant to ORS 279A.180.
- (d) An emergency contract, provided that the Contracting Agency adheres to the requirements of ORS 279B.080 or 279C.335 (5) and the Model Rules.

- (e) A Public Facility Improvement Agreement entered into between the City of Jacksonville and a person responsible for carrying out conditions of approval of a land use decision of the City of Jacksonville. The term “Land Use Decision” has the meaning provided by ORS 197.015.
- (f) Any other contract (including sole source and brand name specification contracts) when the public interest would be promoted by exempting the contract from the competitive bidding process, provided that the Contract Review Board adheres to the State of Oregon Public Contracting Code, including the Model Rules in making the exemption.

3.10.40 CONTRACTING AUTHORITY.

Administrative staff and departments have contracting authority and responsibilities as follows:

- (1) The Contracting Agency (City Administrator or designee as specified by Resolution) is authorized to:
 - (a) Enter into city contracts without prior authorization of the Contract Review Board, subject to the limitations set by Resolution.
 - (b) Recommend the Contract Review Board approve or disapprove contract awards, or change orders or amendments to contracts in excess of adopted limitations.
 - (c) Adopt and/or develop forms, computer software, procedures, and administrative policies for all city purchases, consistent with the Code of Jacksonville.
- (2) With prior written authorization of the City Administrator, purchases of goods from city employees may be permitted. Provision of services by city personnel shall be in accordance with City procurement policies, City Resolutions, and other applicable law.
- (3) All contracting by departments shall be in accordance with approved City purchasing procedures as defined by Resolution.
- (4) Each department shall operate within its budget. If additional funding is required for a Contract, supplemental budgetary authority will be required from the City Council.
- (5) All departments shall consolidate purchase requirements for goods and services sufficiently in advance so orders can be placed in economical quantities.
 - (a) The City Recorder or designee shall process requisition forms and negotiate purchases on the most favorable terms in accordance with adopted ordinances, state laws, policies and procedures.

3.10.50 PUBLIC NOTICE.

Notice of public improvement contracts may be published electronically where the Contracting Agency finds that such publication is likely to be cost effective, as provided in ORS 279C.360.

3.10.60 CONTRACTS.

Public improvement contracts estimated by the Contracting Agency not to exceed the limitations set by Resolution and not to exceed the limitations set in the State Public Contracting Code as outlined in the Oregon Administrative Rules, may be awarded through competitive procurements under the following procedures:

- (a) The Contracting Agency shall informally solicit at least three proposals with price quotes from prospective contractors. If three prospective qualified contractors are not available, then fewer proposals with quotes may be solicited. The Contracting Agency shall maintain records of the attempts to obtain proposals and quotes.
- (b) The Contracting Agency shall award the contract to the prospective contractor whose proposal and quote best serves the interests of the City of Jacksonville. Consideration for award shall take into account price, adherence to terms and conditions, schedule, and other applicable factors, such as experience, specific expertise, availability, project understanding, contractor capacity, and contractor responsibility based upon past experience. If the contract is not awarded on the basis of the lowest price, the Contracting Agency shall make a written record of the basis for the award.
- (c) A procurement may not be incrementally divided or fragmented to qualify for the required contract award procedures provided in this Code.
- (d) A public improvement contract let under this section may be amended by change order as provided in Section 3.10.30 (b).
- (e) Public improvement contracts shall be let in accordance with the provisions of ORS 279C.

3.10.70 PERSONAL SERVICES CONTRACTS.

Personal services contracts are subject to the rules established by this section:

- (a) Personal service contracts will be used to retain the services of independent contractors. Nothing in this section shall apply to the employment of regular City employees.
- (b) All City personal service contracts shall contain all contract provisions mandated by State law and adhere to the current Resolution requirements. These provisions will be incorporated in the personal service contract by reference to State law, unless State law provides otherwise. The City Attorney will prepare model contract provisions for use in City personal service contracts, specifically identifying all mandatory and optional provisions.
- (c) The following procedures are required in the selection of personal service contractors:
 - (1) For personal service contracts involving an anticipated fee of less than the specified limits as established by Resolution, the City Administrator or designee may negotiate and award a contract for such services with any qualified contractor of their selection.
 - (2) For personal service contracts involving an anticipated fee of more than the specified limits set by Resolution, the City Administrator or designee shall solicit through a Request for Proposals (RFP) process at least three (3) prospective contractors who shall appear to have at least minimum qualifications for the proposed assignment, notify each prospective contractor in reasonable detail of the proposed assignment, and determine the prospective contractor's interest and ability to perform the proposed assignment.
 - (3) The City Administrator or designee may arrange for all final RFP competitors to be interviewed for the assignment by an interview committee.
 - (4) Following a review of the contractor's proposal, qualifications and results of the interview, when conducted, of the prospective contractors, the authorized selection body or their designee shall select the prospective contractor. The City Administrator or designee shall then prepare a personal service contract and, upon satisfactory agreement, award it to the selected contractor.
- (d) The above provisions regarding selection procedures do not apply to amendments, modifications or supplements to executed personal service contracts.

- (e) In an Emergency, (as declared by appropriate authority), the selection procedures described in this section may be waived by the City Administrator in accordance with the City's adopted Emergency Operating Plan.
- (f) Nothing contained in this section shall preclude the City from complying with provisions of Federal or State law that require the city to utilize a different selection or contracting procedure.

3.10.80 DISPOSITION OF SURPLUS PROPERTY.

Disposition of real property shall be in accordance with applicable State law and the following provisions. Disposition of surplus personal property may be made under provisions of the State of Oregon Public Contracting Code, or the Model Rules, and also under the provisions of this section:

- (a) From time to time and after Personal Property owned by the City of Jacksonville is determined by the City Administrator or his/her designee to be surplus to the needs of the city, the city may sell the property at public auction, or dispose of as trade-in allowance. Surplus personal property with a value less than \$1,000 may be disposed of at the sole discretion of the City Administrator or his/her designee. However, personal property with a value greater than \$1,000, or real property shall be disposed of only by the approval of the Contract Review Board.
- (b) The city may utilize a contracting firm, approved by the Contract Review Board, for disposition of the property on terms and conditions contained in a contract approved by the Contract Review Board. The city shall give notice of the public auction by posting notice of the means by which the property will be disposed on the internet or by advertisement in a newspaper of general circulation. Auction sales may be conducted entirely on the internet. Sale shall be to the highest bidder.
- (c) All proceeds derived from the sale of any surplus capital items shall only be used for the purchase of other capital long-term assets or the establishment of endowment funds, not for day-to-day operations of the city. If applicable, all proceeds of the sale shall be dedicated to the department from whence the surplus property originated and shall be subject to the terms and conditions of the contract (if any) approved by the Contract Review Board.
- (d) All personal property sold pursuant to this section shall be sold where-is/as-is without any warranty, either express or implied, of any kind, including but not limited to warranties of title or fitness for any purpose.

Upon receiving payment for the personal property from the successful bidder, the person or company conducting the auction shall execute an appropriate bill of sale, which shall recite that the sale is without warranty, as provided in this sub-section.

3.10.90 NEGOTIATION WITH BIDDERS.

If proposals and/or bids are solicited for a public improvement contract, and all bids exceed the existing City budget for the project, the Contracting Agency may, prior to contract award, negotiate for a price within the project budget under the following procedures:

- (a) Negotiations will begin with the lowest, responsive and responsible bidder. If negotiations are not successful, then the Contracting Agency may begin negotiations with the second lowest responsive, responsible bidder, and so on.
- (b) Negotiations may include the discussions on the inclusion of value engineering and other options in an attempt to bring the project cost within the budgeted amount.
- (c) A contract may not be awarded under this section if the scope of the project is significantly changed from the description, terms and conditions, scope of work, or schedule as specified in the Contractor's original proposal and bid documents.
- (d) The Contracting Agency will adhere to the provisions of ORS 279C.340 in applying this section.

3.10.100 PURCHASING POLICIES.

The Contracting Agency shall adopt by Resolution appropriate purchasing policies dealing with ethics, environmental considerations and the like, subject to review, modification, and approval by the Contract Review Board.

3.10.110 PROVISION CONFLICTS.

In the event of a conflict between any provision of the State of Oregon Public Contracting Code, or the Model Rules and this chapter of the Code of Jacksonville, the provisions of the State of Oregon Public Contracting Code or the Model Rules shall control.

EXHIBIT A – RESOLUTION NO. 2003

**CITY OF JACKSONVILLE
IDENTITY THEFT PREVENTION PROGRAM
“RED FLAG POLICIES”**

OBJECTIVES

The City of Jacksonville adopts this policy to help protect employees, customers, contractors and the City from damages related to loss or misuse of sensitive information.

POLICY

Sensitive information includes the following items whether stored in electronic or printed format:

- *Personal Information* – Sensitive information includes, but not limited to:
 - Credit Card Information including the number (in part or whole), expiration date, cardholder name and cardholder address.
 - Tax Identification Numbers including Social Security Number, Business Identification Number or Employer Identification Number.
 - Payroll information including paychecks, pay stubs and pay rates.
 - Medical Information for any employees or customers including doctor names, insurance claims, prescriptions, or other personal medical information.
 - Other personal information belonging to employee’s, contractor’s or customer’s name in combination with a Social Security Number; Oregon driver’s license or Oregon identification card; passport number; or financial, credit, or debit card numbers along with a security or access code or password.
- *Corporate Information* – Sensitive information includes, but not limited to:
 - Company, employee, customer, vendor, supplier, confidential proprietary information or trade secrets.
 - Proprietary and/or confidential information.
- Any document marked “Confidential,” “Sensitive,” “Proprietary,” or any document similarly labeled. The City will implement and maintain reasonable safeguards to protect the security and confidentiality of personal information, including proper custody and disposal.
- Documents, forms, and processes that include or require personal information will be reviewed to determine if and when obtaining or retaining personal information is necessary. If the personal information is not necessary, the forms and process will be revised to eliminate that information. Personal information if no longer needed shall be redacted.

Hard Copy Distribution

- Except when required by law, Social Security Numbers shall not be printed on mailed materials unless redacted, shall not be printed on cards used to access products, services, or City buildings, and shall not be included on public postings or displays, including the City's web site. SSN may be used for internal verification or administrative processes, but should be redacted whenever possible.
- File cabinets, desk drawers, cabinets and other storage space containing documents with sensitive information will be locked when not in use.
- City Hall and all facilities used for record storage shall be locked at the end of each workday and the alarm systems engaged where applicable.
- Desks, workstations, work areas, printers and fax machines will be cleared of all documents containing sensitive information when not in use. When documents containing sensitive information are discarded they will be immediately shredded using a mechanical cross cut shredder or stored in a secure space until transported to a commercial shredding site by authorized personnel. A certificate of shredding or other proof shall be required if the shredding is completed off-site.
- Notary journals that contain personal information should be kept in a secured area or a locked file cabinet or drawer. No identifying numbers shall be recorded in the notary journal. Type of identifying document and expiration date may be recorded in the notary journal only.

Electronic Distribution

- Internally, sensitive information may be transmitted using approved City email.
- Any sensitive information sent externally must be encrypted and password protected and only to approved recipients.

Customer Accounts

- All charges for city water and services are the responsibility of the user of such service. City employees will take reasonable care when accepting applications for service and be aware of any suspect activity.

Notification

- The City shall provide notification of a security breach as soon as possible in writing, or electronically if it is the primary manner of communication with the customer or employee, or by telephone if the person is contacted directly. The exception is if the notification would impede a criminal investigation.
- A report will be prepared and submitted to the City Administrator of any identity theft incidents and the response to the incident along with recommendations for changes to the program, if any.

Employee Training and Responsibilities

- All City of Jacksonville personnel will be provided with a copy of this policy and reviewed with them as part of new employee orientation. The City of Jacksonville personnel are encouraged to use common sense judgment in securing the confidential information to the proper extent. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact his/her supervisor. The City shall only collect sensitive information that is necessary for each transaction or that is considered to be public information. Employees shall adhere to this policy and any internal processes adopted by their department. Employees who access, use or release confidential information contrary to Oregon or Federal laws may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action up to and including termination of employment.

APPENDIX A

FEES RELATED TO FINANCIAL POLICIES AND INTERNAL CONTROLS

Administrative Court Fee	\$10.00
Alarm Permit Fee (both original application and renewal).....	\$20.00
Failure to Appear Fee.....	\$15.00
Impound Fee.....	\$75.00
Late Fee for City Services Utility Bills.....	\$10.00
Reinstatement Fee.....	\$50.00