



**City Council Meeting Agenda
Tuesday, July 12, 2022
7:00 p.m. – City Council Regular Meeting**

Welcome! The public is strongly encouraged to participate remotely but there is seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself.

The public is strongly encouraged to relay concerns and comments to the Council in one of three ways:

- Email at any time up to **12 p.m. on Monday, July 11th** to claudia.cisneros@mcminnvilleoregon.gov
- If appearing via telephone only please sign up prior by **12 p.m. on Monday, July 11th** by emailing the City Recorder at claudia.cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;
- Join the zoom meeting use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic. **You will need to provide your First and Last name, Address, and contact information (email or phone) to the City.**

For **SHORT TERM RENTAL MORATORIUM PUBLIC HEARING** input please see the city webpage for specific instructions:

<https://www.mcminnvilleoregon.gov/citycouncil/page/city-council-regular-meeting-700-pm-10>

You can live broadcast the City Council Meeting on cable channels Xfinity 11 and 331, Frontier 29 or webstream here:

www.mcm11.org/live

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/83993378416?pwd=VFdHQkwrSmt0TjR3TmlKYmtlc2dadz09>

Zoom ID: 839 9337 8416

Zoom Password: 888282

Or you can call in and listen via zoom: 1-253- 215- 8782

ID: 839 9337 8416

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –
The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.
4. PUBLIC HEARINGS
 - a. Public Hearing regarding **Ordinance No. 5118**: An Ordinance Establishing a Moratorium on the Issuance of Short-Term Rental Permits from September 1, 2022 to December 29, 2022.

5. ADVICE/ INFORMATION ITEMS
 - a. Reports from Councilors on Committee & Board Assignments
 1. July 2022 City Council Committee Assignments Update – Interim Mayor Remy Drabkin.
 - b. Department Head Reports
6. CONSENT AGENDA
 - a. Consider **Resolution No. 2022-54**: A Resolution approving code compliance liens on properties to recover unpaid corrective action cost and civil penalty citations.
7. CONSIDER A REQUEST TO PERMIT A WAIVER OF THE NOISE ORDINANCE FROM CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS FOR JULY 16, 2022.
8. RESOLUTIONS
 - a. Consider **Resolution No. 2022-53**: A Resolution ratifying a collective bargaining agreement between the City of McMinnville and the McMinnville Police Association (MPA) for the period starting July 1, 2022.
9. ORDINANCE
 - a. Consider the first reading with a possible second reading of **Ordinance No. 5118**: An Ordinance Establishing a Moratorium on the Issuance of Short-Term Rental Permits from September 1, 2022 to December 29, 2022.
10. ADJOURNMENT OF REGULAR MEETING

STAFF REPORT

DATE: July 12, 2022
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Ordinance No. 5118 – Moratorium on Short Term Rental Permits
STRATEGIC PRIORITY & GOAL:



GROWTH & DEVELOPMENT CHARACTER

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

OBJECTIVE/S: Strategically plan for short and long-term growth and development that will create enduring value for the community

Report in Brief:

This is a public hearing and consideration of Ordinance No. 5118, declaring a 120- moratorium on issuing permits for Short Term Rentals as the City re-evaluates its short-term rental codes and permitting process.

ORS 197.520 governs how local governments can declare a moratorium. (Please see Attachment A). Per ORS 197.520, the City must provide written notice to the Department of Land Conservation and Development (DLCD) at least 45 days prior to the final public hearing to be held to consider the adoption of the moratorium. Notice was provided to DLCD on May 27, 2022. (Please see Attachment B). The City must also provide written findings justifying the need for the moratorium in the manner provided for in the ORS 197.520. (Please see Exhibit A of Ordinance No. 5118). And the City must hold a public hearing on the adoption of the moratorium.

Per ORS 197.520(4), no moratorium can be for more than 120 days, however the City can pursue extensions on the moratorium in the future. Please note that based on this covenant in the state regulations, staff is recommending that the moratorium start on September 1, 2022, and be effective until December 29, 2022, and not August 1, 2022 – January 31, 2023 as stated in the public hearing notice.

Background:

Lodging is represented in many forms in McMinnville. In commercial zones, lodging is an allowed outright use and does not need any permits. Any rooms for short-term stays is considered lodging.

In McMinnville's residential zones (R1, R2, R3, R4 and OR) lodging is allowed in the form of Short-Term Rentals and Resident Occupied Short-Term Rentals. Both Short-Term Rentals and Resident Occupied Short-Term Rentals are only allowed in single dwelling units. Short Term Rentals (where the whole house is rented out as lodging (defined as less than a thirty day stay) need to be separated by 200 feet (property line to property line).

Short Term Rental permits have been an active dialogue in McMinnville for many years.

In 2008, the City approved Ordinance No. 4902, adopting regulations that allowed vacation home rentals in residential zones and the office-residential zone as conditional use permits. At this time the permit was permanent and a 660-foot buffer from other vacation home rentals was required.

In 2012, the City removed the spacing buffer between vacation home rentals largely because the Planning Department had not received any complaints about vacation home rentals in the four years since they were initially allowed.

In 2014, the City amended the code to transfer the approval of vacation home rentals from the Planning Commission to the Planning Director. At this time they became a Type I permit and not a conditional use permit.

In 2017, a neighborhood approached the Planning Commission about reconsidering the vacation home rental codes as their neighborhood, which was a historic neighborhood in close proximity to the downtown had seen many homes converted to vacation home rentals recently. The Planning Commission hosted four work sessions and a public hearing and made a recommendation to differentiate between Short Term Rentals where the whole home was rented out as lodging and Resident Occupied Short Term Rentals where the occupant of the home rented out a room as lodging. They also recommended to reinstitute the 200-foot spacing buffer between Short Term Rentals. This recommendation was adopted by Ordinance No. 5047 on April 10, 2018 and became effective on May 10, 2018.

The City has been approached again to review the regulations for short-term rental permits as some neighborhoods (mostly those that are closest to the downtown) are seeing a lot of homes converted to short-term rentals and people in those neighborhoods feel as though the lack of long-term residential occupants in these homes is detrimental to the neighborhood's quality of life and sense of community.

At the same time, planning staff was starting to field many phone calls from people looking for short-term rental opportunities, anecdotally noticing that call volume for this particular permit had increased exponentially in the past two years.

The 200-foot buffering standard is working to limit short-term rentals in residential zones as there are only 58 permitted short-term rentals in residential zones in McMinnville and 28 permitted Resident Occupied Short Term Rentals. For perspective, there are approximately 13,000 housing units in McMinnville (including multi-family and housing in commercial zones). However, most of

the Short-Term Rental permits are still in the neighborhoods closest to the downtown, and in the past six months eleven Short Term Rental permits have been issued, compared to an average of five new permits per year previously. There are three additional pending Short Term Rental permit applications as of July 5, 2022.

The Planning Commission discussed the neighborhood's request with planning staff and agreed to recommend a moratorium on short-term rental permits until the City has the opportunity to reevaluate the city regulations for short-term rentals.

Discussion:

To adopt a moratorium on Short-Term Rental permits, the City must have written findings that address the following issues:

ORS 197.520(3)(a) for urban or urbanizable land, the City finds that:

- That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas;

Finding: The application of existing zoning ordinance regulations for short-term rentals in residential zones (R1, R2, R3, R4, R5 and OR) are inadequate to prevent irrevocable public harm in McMinnville's neighborhoods due to the amount of increased permitting activity in McMinnville's residential neighborhood over 100% of previous years.

- That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city, county or special district are not unreasonably restricted by the adoption of the moratorium;

Finding: The moratorium is sufficiently limited to ensure that a needed supply of affected housing types within the City of McMinnville are not unreasonably restricted by the adoption of the moratorium as short-term rentals are not an identified needed housing type in McMinnville.

- Stating the reasons alternative methods of achieving the objectives of the moratorium are unsatisfactory;

Finding: There is potential for continued negative impacts to residential neighborhoods in McMinnville if short-term rental permits are not suspended during the review of the zoning ordinance regulations for issuing more short-term rental permits in overly saturated residential neighborhoods and for increased conflict between community members and short-term rental owners if a moratorium is not enacted.

- That the city, county or special district has determined that the public harm which would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands, and the overall impact of the moratorium on population distribution; and

Finding: The public harm that could be caused by failure to impose a moratorium outweighs any possible adverse effects on the community, and that the moratorium will not result in an adverse shift in demand for housing, economic development, public facilities and services on buildable lands.

- That the city, county or special district proposing the moratorium has determined that sufficient resources are available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of the moratorium.

Finding: The City has sufficient resources available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of this moratorium. Evaluation of the code regulations for Short-Term Rentals will be added to the Planning Department's work plan over the next four months.

Staff is recommending the following exceptions to the moratorium:

- 1) Pending or processing of applications prior to August 1, 2022;
- 2) Other exceptions carrying forth the intent of this moratorium as determined by the City of McMinnville.

Attachments:

- Attachment A: ORS 197.520
- Attachment B: 45-Day Notice to Department of Land Conservation and Development
- Attachment C: Public Hearing Notice, News Register
- Attachment D: Map of Current Short-Term Rental Permits
- Attachment E: Public Testimony Received
- Attachment F: Ordinance No. 5118

Fiscal Impact:

There is no anticipated direct fiscal impact outside of a potential loss of transient lodging tax for the months of the moratorium on new permits. Loss of revenue would only be for new permits that would have been permitted in that timeframe.

Recommendation:

Staff recommends approval of Ordinance No. 5118 after conducting a public hearing.

I MOVE TO APPROVE ORDINANCE NO. 5118, ESTABLISHING A MORATORIUM ON SHORT TERM RENTAL PERMITS FOR 120 DAYS FROM THE DATE THAT THIS ORDINANCE BECOMES EFFECTIVE.

ORS 197.520

Manner of Declaring Moratorium

- (1)** No city, county or special district may adopt a moratorium on construction or land development unless it first:

 - (a)** Provides written notice to the Department of Land Conservation and Development at least 45 days prior to the final public hearing to be held to consider the adoption of the moratorium;
 - (b)** Makes written findings justifying the need for the moratorium in the manner provided for in this section; and
 - (c)** Holds a public hearing on the adoption of the moratorium and the findings which support the moratorium.

- (2)** For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of public facilities which would otherwise occur during the effective period of the moratorium. Such a demonstration shall be based upon reasonably available information, and shall include, but need not be limited to, findings:

 - (a)** Showing the extent of need beyond the estimated capacity of existing public facilities expected to result from new land development, including identification of any public facilities currently operating beyond capacity, and the portion of such capacity already committed to development;
 - (b)** That the moratorium is reasonably limited to those areas of the city, county or special district where a shortage of key public facilities would otherwise occur; and
 - (c)** That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining public facility capacity.

- (3)** A moratorium not based on a shortage of public facilities under subsection (2) of this section may be justified only by a demonstration of compelling need. Such a demonstration shall be based upon reasonably available information and shall include, but need not be limited to, findings:

 - (a)** For urban or urbanizable land:

 - (A)** That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas;
 - (B)** That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city, county or special

district are not unreasonably restricted by the adoption of the moratorium;

- (C)** Stating the reasons alternative methods of achieving the objectives of the moratorium are unsatisfactory;
- (D)** That the city, county or special district has determined that the public harm which would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands, and the overall impact of the moratorium on population distribution; and
- (E)** That the city, county or special district proposing the moratorium has determined that sufficient resources are available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of the moratorium.

(b) For rural land:

- (A)** That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas;
- (B)** Stating the reasons alternative methods of achieving the objectives of the moratorium are unsatisfactory;
- (C)** That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium; and
- (D)** That the city, county or special district proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

(4) No moratorium adopted under subsection (3)(a) of this section shall be effective for a period longer than 120 days, but such a moratorium may be extended provided the city, county or special district adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

- (a)** Verify the problem giving rise to the need for a moratorium still exists;
- (b)** Demonstrate that reasonable progress is being made to alleviate the problem giving rise to the moratorium; and
- (c)** Set a specific duration for the renewal of the moratorium. No extension may be for a period longer than six months.

(5) Any city, county or special district considering an extension of a moratorium shall give the department at least 14 days' notice of the time and date of the public hearing on the extension. [1980 c.2 §3; 1991 c.839 §3; 1995 c.463 §3]

City of McMinnville Docket G 2-22: Moratorium on Short Term Rentals in Residential Zones.

The City of McMinnville will be hosting a public hearing on July 12, 2022, 7:00 PM to consider a moratorium on processing new short term rental permits in residential zones (R1, R2, R3,R4, R5 and OR) from August 1, 2022, to January 31, 2023, as the City takes the time to re-evaluate its zoning ordinance for short term rentals in residential zones and the impact of short terms rentals on meeting needed housing supply in McMinnville, and the quality of life for residential neighborhoods.

McMinnville is experiencing severe constraints in housing land supply which is leading to a deficit in housing units being built in the community to meet housing demand. With a lack of supply and significant demand, housing prices have escalated exponentially in the past couple of years.

At the same time, tourism has increased in McMinnville exponentially as well. Increased housing prices and increased demand for tourism lodging has led to a greater than normal demand on housing to be leveraged as short-term rentals.

Residential neighborhoods are experiencing an increasing amount of short term rentals causing residents to become concerned about the quality of life, health, safety and community interaction within the neighborhoods.

McMinnville's zoning ordinance currently has a spacing separation of 200' between short term rentals. This has proven to be too much density of short-term rentals in some neighborhoods. The City would like to evaluate the impacts of short-term rentals on residential neighborhoods during the moratorium and recommend solutions for moving forward.

Per ORS 197.520(1)(A) this notice should service as the required 45-day notice to the Department of Land Conservation and Development of the City of McMinnville's to conduct a public hearing to consider the adoption of the moratorium.

Pursuant to ORS 197.520(3)(a) for urban or urbanizable land, the City finds that:

1) The application of existing zoning ordinance regulations for short-term rentals in residential zones (R1, R2, R3, R4, R5 and OR) are inadequate to prevent irrevocable public harm;

2) The moratorium is sufficiently limited to ensure that a needed supply of affected housing types within the City of McMinnville are not unreasonably restricted by the adoption of the moratorium;

3) There is potential for continued negative impacts to residential neighborhoods in McMinnville if short term rental permits are not suspended during the review of the zoning ordinance regulations for issuing short term rental permits and for increased conflict between community members and short-term rental owners if a moratorium is not enacted;

4) The public harm that could be caused by failure to impose a moratorium outweighs any possible adverse effects on the community, and that the moratorium will not result in an adverse shift in demand for housing, economic development, public facilities and services on buildable lands,

5) The City has sufficient resources available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of this moratorium.

Exceptions to this moratorium include, but may not be limited to, the following:

1) Pending or processing of applications prior to August 1, 2022;

2) Other exceptions carrying forth the intent of this moratorium as determined by the City of McMinnville.

NOTICE

CITY COUNCIL PUBLIC HEARING
MORATORIUM ON SHORT TERM RENTALS (Docket G 2-22)

NOTICE IS HEREBY GIVEN that the McMinnville City Council will be hosting a public hearing on July 12, 2022, 7:00 PM to consider a moratorium on processing new short term rental permits in residential zones (R1, R2, R3,R4, R5 and OR) from August 1, 2022, to January 31, 2023, as the City takes the time to re-evaluate its zoning ordinance for short term rentals in residential zones and the impact of short terms rentals on meeting needed housing supply in McMinnville, and the quality of life for residential neighborhoods. The City Council meeting will be held virtually through the Zoom meeting software and at the McMinnville Civic Hall located at 200 NE 2nd St., McMinnville, OR 97128.

Pursuant to ORS 197.520(3)(a) for urban or urbanizable land, the City finds that:

- 1) The application of existing zoning ordinance regulations for short-term rentals in residential zones (R1, R2, R3, R4, R5 and OR) are inadequate to prevent irrevocable public harm;
- 2) The moratorium is sufficiently limited to ensure that a needed supply of affected housing types within the City of McMinnville are not unreasonably restricted by the adoption of the moratorium;
- 3) There is potential for continued negative impacts to residential neighborhoods in McMinnville if short term rental permits are not suspended during the review of the zoning ordinance regulations for issuing short term rental permits and for increased conflict between community members and short-term rental owners if a moratorium is not enacted;
- 4) The public harm that could be caused by failure to impose a moratorium outweighs any possible adverse effects on the community, and that the moratorium will not result in an adverse shift in demand for housing, economic development, public facilities and services on buildable lands,
- 5) The City has sufficient resources available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of this moratorium.

Exceptions to this moratorium include, but may not be limited to, the following:

- 1) Pending or processing of applications prior to August 1, 2022;
- 2) Other exceptions carrying forth the intent of this moratorium as determined by the City of McMinnville.

Persons are hereby invited to attend this City Council hearing to observe the proceedings, or to register any statements in person, by attorney, or by mail that might assist the Council in making a decision. Testimony can be provided during the meeting, via teleconference, or submitted in

writing prior to the meeting. **Written Testimony:** Email Heather.Richards@mcminnvilleoregon.gov before 12:00 pm on Monday, July 11th to provide written testimony or mail to Planning Director, 231 NE 5th St. McMinnville, OR 97128. Written testimony must be received by 12:00 pm on Monday, July 11th. **Teleconference Testimony:** Pre-register to speak during the public hearing by providing your name and phone number, or Zoom name, to the Planning Director's Office before 4:00 pm on Monday, July 11th. During the public hearing, the Mayor will read the list of those who pre-registered. When the Mayor calls out your name, you will have three minutes to speak. You can preregister by emailing Heather.Richards@mcminnvilleoregon.gov or calling 503-474-5107.

The public may join the Zoom meeting online with the following link:

<https://mcminnvilleoregon.zoom.us/j/84406790324?pwd=anNEVUI2WW9jQTVNaVc3MkZubzhvdz09>: Zoom Meeting ID: 839 9337 8416 Zoom Password: 888282.

The public may also join the Zoom meeting by phone by following the instructions below: Dial: 253-215-8782, Meeting ID: 839 9337 8416 Zoom Password: 888282

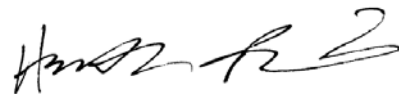
OR

Attend in person:

McMinnville Civic Hall Building*
200 NE 2nd Street, McMinnville, OR, 97128

* Masks will be strongly encouraged while in the building. If you are sick please stay home and join the meeting online or submit written testimony.

The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing), or accommodation regarding the statewide mask mandate, must be requested 24 hours in advance by contacting the City Recorder (503) 434-5702 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.



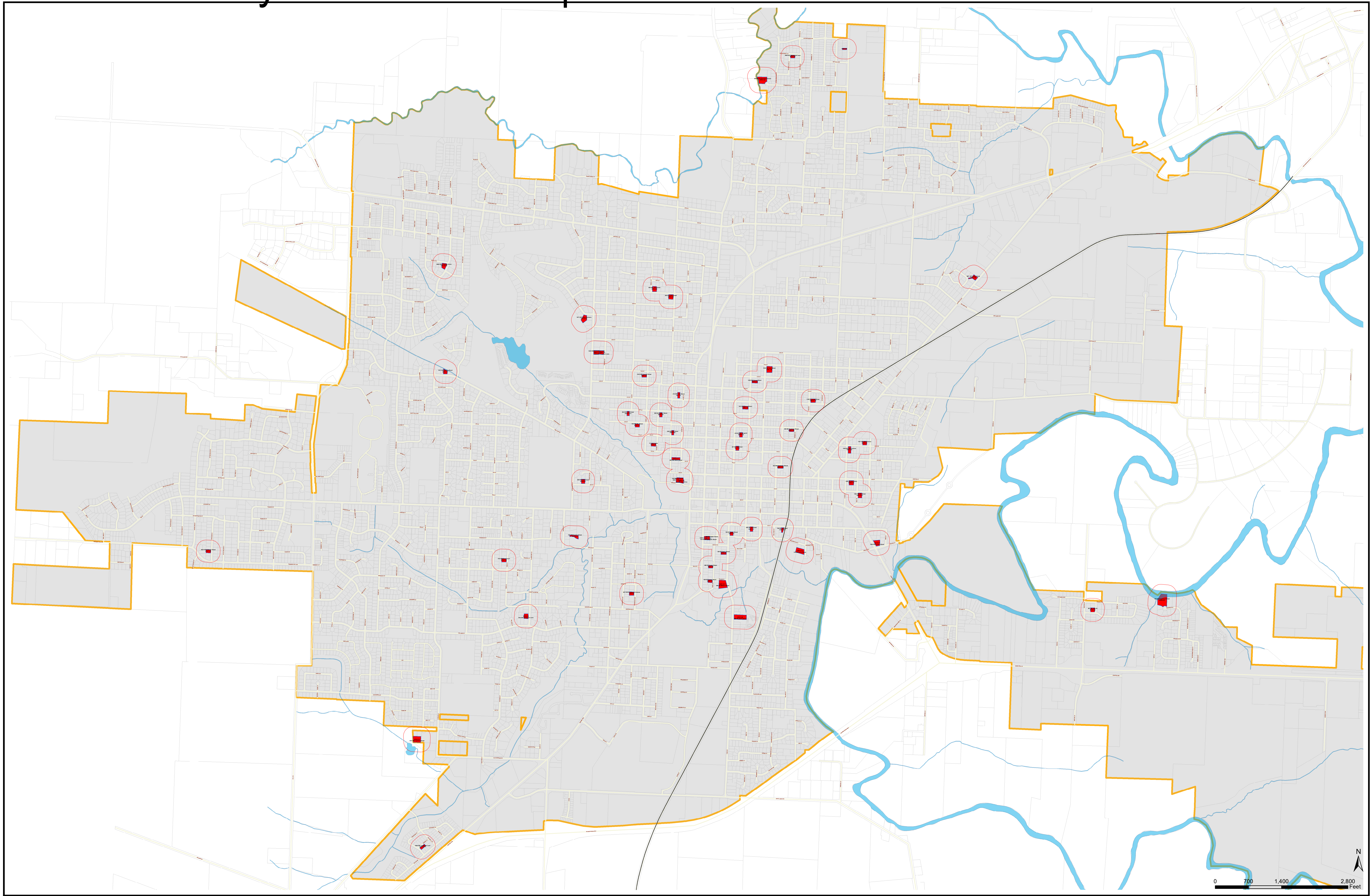
Heather Richards
Planning Director

Publish in the:

Friday, July 1, 2022, News Register

Tuesday, July 5, 2022, News Register

City of McMinnville | Active Short Term Rental Permits



**Map Showing All Current Short Term Rental Permits
As of June 1, 2022:
Permit No. STR 6-22**

- Buffer: 200 Feet
- Streams
- City Limit
- Rail Road
- Short Term Rental Permits
- City Street
- Tax Lots



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311
www.mcminnvilleoregon.gov

MEMORANDUM

DATE: July 5, 2022
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Public Testimony for Short Term Rental Moratorium

Mayor and Councilors,

Following is the public testimony that has been received up until July 5, 2022, for the Short Term Rental Moratorium public hearing on July 12, 2022. If we receive any additional testimony prior to the public hearing, we will forward it to you and enter it into the public record.

Public Testimony:

- Letter from Judy and Brad Lunt, 05.28.22
- Letter from Philip and Kathryn Loving, 05.30.22
- Letter from Mollie and Jay Post, 06.4.22
- Comments from Mark Pitts at City Council Meeting, 05.24.22

May 28, 2022

Remy Drabkin, Interim Mayor
McMinnville, OR

RECEIVED
JUN 02 2022

BY:

Dear Ms. Drabkin,

We are writing to express our support for the August 1, 2022 moratorium on short-term rental (“STR”) applications and for a thorough revision of the current STR policy and procedure for these reasons:

- The current STR-friendly policy makes the housing problem worse. McMinnville families searching for affordable housing are not only competing with each other for the small supply of single-family homes for sale, but with investors buying homes to make them STR’s.
- The current STR policy is not neighborhood friendly. Should multiple houses go on sale in any McMinnville neighborhood (as long as houses are not immediately next to each other) the current policy would allow every second house, which met code, to be purchased and approved as a STR.
- The current STR policy is a solution in search of a need. The STR industry web site “Alltherooms.com” indicates May ‘21-May ‘22 occupancy rate for McMinnville STR’s was 35%. VisitMcMinnville.com indicates that the hotel occupancy rate was 63% for all of 2021 and was 59% for the first three months of 2022. Even allowing for the pandemic, there is no evidence of an urgent immediate need for more STR properties.
- The current STR policy fails use creative STR strategies (suggested in the policy literature) such as the approval of STR’s based on occupancy rate targets or multiple STR zones in cities allowing easier approval near tourist attractions and stricter standards in residential areas.

Thank you for your attention to this matter,

Judy & Brad Lunt

Judy and Brad Lunt
751 NW 21st Street
McMinnville, OR 97128
971.237.4255 (judyalunt@gmail.com)

RECEIVED
JUN 02 2022

BY:

May 30, 2022

Remy Drabkin, Interim Mayor
City of McMinnville, Mayor's Office
230 NE 2nd Street
McMinnville, OR 97128

Dear Mayor Drabkin,

I am writing to express my strong support for the August 1 moratorium on short-term rental applications and for a thorough revision of the current STR policy and procedure for the following reasons:

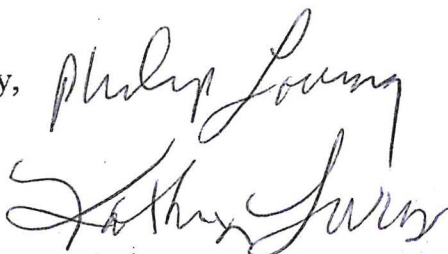
The current STR-friendly policy makes the single-family housing problem worse. McMinnville families searching for single-family housing are not only competing with one another for the small supply of single-family homes for sale, but with investors buying homes to make them short term rentals--removing them from the pool of single-family housing options.

The current STR policy is not neighborhood friendly. Should multiple houses go on sale in any McMinnville neighborhood, and if houses are not immediately next to each other, the current policy would allow every second house which met code be purchased and approved as a short-term rental, potentially decimating a traditional McMinnville neighborhood.

The current STR policy is a solution in search of a need. The STR industry web site "Alltherooms.com" indicates May '21-May '22 occupancy rate for McMinnville STR's was 35%. VisitMcMinnville.com indicates that the hotel occupancy rate was 63% for all of 2021 and was 59% for the first three months of 2022. Allowing, even for the pandemic, there is no evidence of an urgent immediate need for more short-term rental properties and yet the current policy has continued to approve additional unneeded short term rental properties.

The current STR policy fails to live up to the creative, quality-of-life-friendliness of other McMinnville city policies. It also fails to use creative STR strategies suggested in the policy literature, such as the approval of STR's based on occupancy rate targets or multiple STR zones in cities allowing easier approval near tourist attractions and stricter standards in traditional residential areas. McMinnville demonstrates a commitment to quality of community life in residential areas in so many of its departments and policies. We are only asking that that be reflected in its short-term rental policy as well.

Sincerely,



Philip & Kathryn Loving
724 NW 21st Street
McMinnville, Oregon 97128
usgrls@frontier.com
503.550.3409

6/4/22

RECEIVED
JUN 07 2022

Dear Mayor Remy,

BY:

We have been residents in McMinnville at 2038 NW Michelbook Lane for 25 years. We're strongly in favor of the August 1 moratorium on short term rental applications, and we believe that McMinnville is direly in need of revision of current policies and procedures for short term rentals.

The current policy allows for far too many short term rental homes in close proximity to each other. This has the potential to do significant damage to the quality of life in our neighborhoods. Do we want do want adjacent homes to alternate between being empty and being occupied by a parade of vacationers, or do want our neighbors to be longer term residents who have a vested interest in McMinnville's present and future?

It's our opinion that an updated policy should allow for only a small number of widely spaced short term rentals. A larger number of these properties would adversely affect both the quality of life in our neighborhoods, and the occupancy rates of current and planned McMinnville hotels, motels, and B and B's.

Given the above concerns, we believe that a decision regarding the application for short term rental of the home on 21st Street should be deferred until the City Council has had an opportunity to review and revise the short term rental policies and procedures for our community.

Thank you,

Mollie Post Jay Post
Mollie and Jay Post
2038 NW Michelbook Lane
McMinnville, OR 97128

molliemck@aol.com
jhpost51@mac.com

From: [Mark Pitts](#)
To: [Claudia Cisneros](#)
Subject: Re: Speaking at May 24th City Council Meeting
Date: Monday, May 23, 2022 7:14:20 PM
Attachments: [We sent you safe versions of your files.msg](#)
[Immediate moratorium on short-term rentals.docx](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Hi Claudia--I got covid and couldn't attend the May 10 meeting but I'll plan to be at the meeting Tuesday the 24th. Here are some notes I'd like the council to have in advance. Is there anything else you need from me? Thanks!

Mark Pitts
Mark Pitts
McMinnville OR
Jeremiah 9:23-24

On Fri, May 6, 2022 at 7:57 AM Claudia Cisneros
<Claudia.Cisneros@mcminnvilleoregon.gov> wrote:

Thank you Mark, see you on May 10th.

From: Mark Pitts <m49pitts@gmail.com>
Sent: Thursday, May 5, 2022 9:05 PM
To: Claudia Cisneros <Claudia.Cisneros@mcminnvilleoregon.gov>
Subject: Re: Speaking at May 24th City Council Meeting

This message originated outside of the City of McMinnville.

Hello Claudia--after hearing back from Zack Geary, even though the May 10 agenda is full, I'll plan to attend and request to speak then. I'll get you some notes before that time.

Thanks again.

Mark Pitts

Mark Pitts
McMinnville OR
Jeremiah 9:23-24

On Thu, May 5, 2022 at 2:48 PM Claudia Cisneros
<Claudia.Cisneros@mcminnvilleoregon.gov> wrote:

Hello Mark,

You are welcome to come and speak under public comment, as anyone from the public is open to doing this at any council meeting. If appearing via zoom please fill out the attached public comment card but if you appear in person you can fill one out when you arrive. You can provide me with any written documents and I will forward to Council and they will be made part of the record after the meeting. Public comments are limited to 3 minutes.

Please let me know if you have any questions.

Thank you,

Claudia

Claudia Cisneros



Claudia.Cisneros@mcminnvilleoregon.gov

City Recorder

City of McMinnville

230 NE Second Street

McMinnville, OR 97128

503-435-5702

Website: <http://www.mcminnvilleoregon.gov> | [Recorder Page](#) |

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From: Mark Pitts <m49pitts@gmail.com>
Sent: Thursday, May 5, 2022 2:41 PM
To: Claudia Cisneros <Claudia.Cisneros@mcminnvilleoregon.gov>
Subject: Speaking at May 24th City Council Meeting

This message originated outside of the City of McMinnville.

Hello Claudia--I'm understanding from the city council web site that I should e-mail you regarding the city council agenda.

Our neighborhood (Ward 2, 21st Street just east of Michaelbook) is concerned about an application for a short term rental being made for one of the homes in the neighborhood.

I've spoken with Zack Geary and he encouraged me to come to speak (briefly) at a city council meeting. Could I be put on the agenda for the meeting May 24th? Could I follow up with a couple of pages of background information? Is there anything further that I should know or do? Thanks for your help.

Mark Pitts

Mark Pitts
McMinnville OR
Jeremiah 9:23-24Claudia.Cisneros@mcminnvilleoregon.gov

**Request for immediate moratorium on short-term rentals
and
For creation of a stricter short-term rental application policy and
procedure**

**Mark Pitts
Ward 2
785 NW 21st Street
971-241-3770**

1. Current policy is highly favorable to short-term rentals.

- a. It would allow every other house in a neighborhood to be approved as a short-term rental
- b. A city official in the Planning Department was not able to recall any application having been denied and indicated that the application process is not set up to deny STR applications.
- c. The use of a management company appears to create a buffer between neighborhood concerns and the city.

2. Statistics indicate that demand for permanent, affordable housing in McMinnville is high while demand for short-term rentals and hotel rooms is moderate at best.

- a. For example, according to “Rockethomes.com”, single-family home prices increased 9% from March to April and days to sale decreased from 33 to an average of 13 days, indicating a high demand for permanent, single-family homes.
- b. In contrast, short term rental industry site “AlltheRooms.com” indicates a current 40% occupancy rate in McMinnville’s short term rentals, and
- c. “Visit McMinnville” indicates a 63% hotel room occupancy rate during all of 2021 and an even lower 59% occupancy rate during the first 3 months of 2022, even before an additional hotel is scheduled to come online later this spring.
- d. We can speculate about how much those occupancy rates might increase as the pandemic decreases, but two responses to that:

- i. Comparing high ACTUAL demand for permanent family homes to speculation about improvement in a weak to moderate short-term rental and hotel market is comparing apples and oranges and does NOT make a strong case for continuing the current highly STR-friendly application process.
- ii. Two recent surveys by the Economic Policy Institute indicated that the lack of short-term rental spaces did not have a statistically significant impact on whether tourists chose to visit an area or not.

3. I'd be thrilled if McMinnville had a 10-year moratorium on short-term rentals in residential areas, but if a policy is to be reinstated after the moratorium, some suggested nuances:

- a. Base reinstatement of a STR application policy on actual community need. Monitor hotel and STR occupancy rates and begin considering new applications when occupancy rates on existing facilities reach a justifiable percentage--80-90%
- b. Make unlicensed short-term rentals explicitly illegal.
- c. Establish an STR tourism zone convenient to restaurants and shopping --an overlay district pertaining just to the subject of transient rentals rather than allowing them to sprout up all over the city in residential areas.
- d. Include immediate neighbors of STR's on the committee developing the revised policy
- e. Require a minimum one-week stay to assure limited traffic through the facility.
- f. Require a 24 hour maximum garbage bin pickup cycle to assure garbage left out on Monday from weekend guests isn't left until a Thursday pickup, for example.
- g. Require commercial liability insurance.
- h. Reference specific city noise, nuisance, alcohol ordinances within the criteria for consideration/reconsideration of short-term rental applications.
- i. Create a city-based complaint structure (in addition to the use of a management company) through which close neighbors can

report problems and issues to the city, or possibly even a mediation structure for disputes.

- j. Include a clear revocation procedure in the revised short-term rental policy for a rental that proves to be a detriment to the neighborhood.

4. Some contextualization and next steps:

- a. This is a first world problem. Life goes on in our neighborhood, whatever happens, and I'm grateful to the city council for all they do that makes our neighborhood a pleasant place to live.
- b. That said, I am puzzled by why we would be facilitating the sale of homes to be used as short term rentals when our young families--teachers and police and firefighters--are struggling to find affordable housing.
- c. I'm also puzzled by why people worry about the prospect of Costco on 18 in 4-5 years when they could have a commercial enterprise literally 20 feet away in two months if the house next door is approved as an STR.
- d. With that in mind, I'll be writing a letter to the editor, putting some questions on Next Door, and asking candidates for city council publicly what their positions are on this issue and why.
- e. I'd like to thank MY councilman, Zack Geary who, without taking a specific position, was kind and helpful and generous with his time in two phone calls and an e-mail.

ORDINANCE NO. 5118

AN ORDINANCE ESTABLISHING A MORATORIUM ON THE ISSUANCE OF SHORT-TERM RENTAL PERMITS FROM SEPTEMBER 1, 2022 TO DECEMBER 29, 2022.

RECITALS:

WHEREAS, McMinnville is experiencing severe constraints in housing land supply which is leading to a deficit in housing units being built in the community to meet housing demand. With a lack of supply and significant demand, housing prices have escalated exponentially in the past couple of years; and

WHEREAS, At the same time, tourism has increased in McMinnville exponentially as well. Increased housing prices and increased demand for tourism lodging has led to a greater than normal demand on housing to be leveraged as short-term rentals; and

WHEREAS, Residential neighborhoods are experiencing an increasing amount of short term rentals causing residents to become concerned about the quality of life, health, safety and community interaction within the neighborhoods; and

WHEREAS, McMinnville’s zoning ordinance currently has a spacing separation of 200’ between short term rentals. This has proven to be too much density of short-term rentals in some neighborhoods. The City would like to evaluate the impacts of short-term rentals on residential neighborhoods during the moratorium and recommend solutions for moving forward.

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. That a moratorium on the issuance of Short Term Rental Permits from September 1, 2022 to December 29, 2022 is necessary per the findings in Exhibit A to this Ordinance.
2. That pending complete applications provided by August 1, 2022 will be processed.
3. This Ordinance will take effect 30 days after passage by the City Council.

Passed by the McMinnville City Council this 12th day of July 2022 by the following votes:

Ayes: _____

Nays: _____

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Short Term Rental Moratorium Findings

EXHIBIT A to Ordinance No. 5118: FINDINGS FOR SHORT TERM RENTAL MORATORIUM

Per ORS 197.520, the City finds that:

- (1)** No city, county or special district may adopt a moratorium on construction or land development unless it first:

 - (a)** Provides written notice to the Department of Land Conservation and Development at least 45 days prior to the final public hearing to be held to consider the adoption of the moratorium;

FINDING - SATISFIED: Notice was provided to the Department of Land Conservation and Development on May 27, 2022 for a first evidentiary public hearing on July 12, 2022.
 - (b)** Makes written findings justifying the need for the moratorium in the manner provided for in this section; and

FINDING - SATISFIED: Exhibit A of Ordinance No. 5188 provides written findings.
 - (c)** Holds a public hearing on the adoption of the moratorium and the findings which support the moratorium.

FINDING - SATISFIED: A public hearing was conducted on July 12, 2022 and was duly noticed in the local newspaper on July 1 and July 5, 2022.
- (2)** For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of public facilities which would otherwise occur during the effective period of the moratorium. Such a demonstration shall be based upon reasonably available information, and shall include, but need not be limited to, findings:

 - (a)** Showing the extent of need beyond the estimated capacity of existing public facilities expected to result from new land development, including identification of any public facilities currently operating beyond capacity, and the portion of such capacity already committed to development;
 - (b)** That the moratorium is reasonably limited to those areas of the city, county or special district where a shortage of key public facilities would otherwise occur; and

- (c) That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining public facility capacity.

FINDING – NOT APPLICABLE: Please see Section 3 below.

- (3) A moratorium not based on a shortage of public facilities under subsection (2) of this section may be justified only by a demonstration of compelling need. Such a demonstration shall be based upon reasonably available information and shall include, but need not be limited to, findings:

- (a) For urban or urbanizable land:

- (A) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas;

FINDING - SATISFIED: The application of existing zoning ordinance regulations for short-term rentals in residential zones (R1, R2, R3, R4, R5 and OR) are inadequate to prevent irrevocable public harm in McMinnville's neighborhoods due to the amount of increased permitting activity in McMinnville's residential neighborhood over 100% of previous years.

- (B) That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city, county or special district are not unreasonably restricted by the adoption of the moratorium;

FINDING - SATISFIED: The moratorium is sufficiently limited to ensure that a needed supply of affected housing types within the City of McMinnville are not unreasonably restricted by the adoption of the moratorium as short term rentals are not an identified needed housing type in McMinnville.

- (C) Stating the reasons alternative methods of achieving the objectives of the moratorium are unsatisfactory;

FINDING - SATISFIED: There is potential for continued negative impacts to residential neighborhoods in McMinnville if short term rental permits are not suspended during the review of the zoning ordinance regulations for issuing more short term rental permits in overly saturated residential neighborhoods and for increased conflict between community members and short-term rental owners if a moratorium is not enacted.

- (D) That the city, county or special district has determined that the public harm which would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands, and the overall impact of the moratorium on population distribution; and

FINDING - SATISFIED: The public harm that could be caused by failure to impose a moratorium outweighs any possible adverse effects on the community, and that the moratorium will not result in an adverse shift in demand for housing, economic development, public facilities and services on buildable lands.

- (E) That the city, county or special district proposing the moratorium has determined that sufficient resources are available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of the moratorium.

FINDING - SATISFIED: The City has sufficient resources available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of this moratorium. Evaluation of the code regulations for Short-Term Rentals will be added to the Planning Department's work plan over the next four months.

(b) For rural land:

- (A) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas;
- (B) Stating the reasons alternative methods of achieving the objectives of the moratorium are unsatisfactory;
- (C) That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium; and
- (D) That the city, county or special district proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

FINDING – NOT APPLICABLE

- (4) No moratorium adopted under subsection (3)(a) of this section shall be effective for a period longer than 120 days, but such a moratorium may be extended provided the city, county or special district adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

FINDING – SATISFIED: The moratorium is scheduled for September 1, 2022 – December 29, 2022, 120 days.

- (a)** Verify the problem giving rise to the need for a moratorium still exists;
- (b)** Demonstrate that reasonable progress is being made to alleviate the problem giving rise to the moratorium; and
- (c)** Set a specific duration for the renewal of the moratorium. No extension may be for a period longer than six months.

- (5)** Any city, county or special district considering an extension of a moratorium shall give the department at least 14 days' notice of the time and date of the public hearing on the extension. [1980 c.2 §3; 1991 c.839 §3; 1995 c.463 §3]

FINDING – NOT APPLICABLE



MEMORANDUM

DATE: July 11, 2022
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Public Testimony for Short Term Rental Moratorium

Mayor and Councilors,

Following is the public testimony that has been received since July 5 to 5:00 PM on July 11, 2022, for the Short-Term Rental Moratorium public hearing on July 12, 2022. This will all be entered into the public record tomorrow at the public hearing.

Public Testimony:

- Letter from Carla and Robert Urwin, 07.05.22
- Email from Amy Bizon, 07.06.22
- Email from Kelli Grinich, 07.07.22
- Email from Peter and Linda Enticknap, 07.08.22
- Email from Valerie Blaha, 07.10.22
- Email from Margaret Cross, 07.11.22
- Email from Tim Cross, 07.11.22
- Email from Robert Ake, 07.11.22
- Email from Darcy Reynolds, 07.11.22
- Email from Connie Foster, 07.11.22

Carla & Robert Urwin

836 NW 21st Street
McMinnville, OR 97128
(503) 472-0520
Carla084@gmail.com



BY:

July 5, 2022

Mr. Remy Drabkin

Interim Mayor
City of McMinnville
City Hall
230 NE 2nd Street
McMinnville, OR 97128

Dear Mr. Drabkin

I am writing to express my strong support for the August 1 moratorium on short-term rental applications and for a thorough revision of the current STR policy and procedure for the following reasons:

The current STR-friendly policy makes the housing problem worse. McMinnville families searching for affordable housing are not only competing with each other for the small supply of single-family homes for sale, but with investors buying homes to make them short term rentals--removing them from the pool of family housing options.

The current STR policy is not neighborhood friendly. Should multiple houses go on sale in any McMinnville neighborhood, as long as houses are not immediately next to each other, the current policy would allow every second house which met code to be purchased and approved as a short-term rental, potentially decimating a neighborhood.

The current STR policy is a solution in search of a need. The STR industry web site "Alltherooms.com" indicates May '21-May '22 occupancy rate for McMinnville STR's was 35%. VisitMcMinnville.com indicates that the hotel occupancy rate was 63% for all of 2021 and was 59% for the first three months of 2022. Even allowing for the pandemic, there is no evidence of an urgent immediate need for more short-term rental properties.

The current STR policy fails to live up to the creative, quality-of-life-friendliness of other McMinnville policies. It also fails to use creative STR strategies suggested in the policy

literature, such as the approval of STR's based on occupancy rate targets or multiple STR zones in cities allowing easier approval near tourist attractions and stricter standards in residential areas. McMinnville demonstrates a commitment to quality of community life in so many of its departments and policies. I look forward to the day when that will be reflected in its short-term rental policy as well.

Sincerely,



Carla Urwin



Robert Urwin

From: [amy bizon](#)
To: [Heather Richards](#)
Subject: July 12,2022 City Council Meeting
Date: Wednesday, July 6, 2022 10:08:47 PM

This message originated outside of the City of McMinnville.

City Council,

Please consider a moratorium on short term rental permits.

Our school district numbers are showing us there is a trend of young families not living in and enrolling in our schools. Long term school district student numbers are not increasing but declining. Please allow time to evaluate concerns of McMinnville turning into an unbalanced retirement/tourist focused community instead of maintaining much needed housing options with access to central community resources that attract and keep our working class young families living locally.

Thank you,

Amy Bizon

McMinnville

July 8th, 2022

Subject: Short Term Rentals

To Heather Richards:

Nick and I love our community and are stunned and saddened that the house on our street at 790 NW 21st street is attempting to be transformed by out of state homeowners to a Short Term Rental. This puts in the heart of our wonderful neighborhood, a hollow place, a place of no enduring connection. Everyone feels the vacant condition of the house, which is unsettling.

It was with surprise that before the STR permit application was denied, or at least put off during the moratorium, we found, on the July 4th weekend, the driveway full, the street parking occupied and the house full of renters. Without a city permit.

How confusing.

I could rent the house any weekend in July on AirBNB. And we could be a party of 10. And there would be no security cameras on scene. And no mention of parking overload issues!

The quasi-informational session held at McMenamins several weeks ago simply duped the neighbors with statements that weren't even true.

We know now that the owner wasn't supposed to rent the unit without a city permit. I can still rent it for next November though. I can give them my credit card to hold it.

We were told so many untruths.

Here are some questions:

Who specifically is the local contact?

What training does the local contact have? Have they taken first alert courses? Fire safety?

House maintenance workshops?

How do we know when problems are solved? Is there an official city contact person?

How is it legal that the "housekeeper" is on call 24/7? Is this even humanly possible?

What if they get sick?

What if they go away for the weekend?

What if they care for someone who is sick and cannot attend to calls?

What if they have been drinking, or are in some way incapacitated?

Who is their back up? What if they cannot be reached?

Who calls the fire dept, the police, the pest control, the garbage company? Who follows up?

Who tends the weekly trash? Overflowing garbage?

How is the outdoor noise managed? What are the limits?

They said the occupancy limit was 8. Now they rent illegally to 10 people. Where are cars going to park? This could be ten different people with ten cars. Who will monitor this when the policy is not followed (like recently with the street parking with the illegal renters)? Are neighbors to constantly police the STR?

What legal rights do the neighbors of the house have if response by the owner/agency is not achieved in a timely manner? Is there a fine? Who is watching and monitoring the efficacy of the on-call personnel?

Why is the city allowing a wonderful neighborhood home to become an STR? We know from hiring new doctors and employees through Nick's work that housing is always in shortage in McMinnville, especially a family home like this. This is a perfect home for a young family!! Kids can walk safely to Memorial. Making this house an STR robs a family of the opportunity to have an inner McMinnville home with no busy roads to cross between home and Memorial, Duniway and the City Pool and Library.

With new hotel units going up, why are the non-owner occupied STRs even allowed in McMinnville?

We have lived here for over two decades. It's a strange and not-good feeling to know that the owner of the house blatantly holds disregard for the City of McMinnville's STR policies, rules which they know because they have applied. One must assume that they hold the same entitled, careless attitude toward all of us as neighbors. Toward our children that play in the front yards. Toward our neighborhood walkers.

I see the writing on the wall. When the garbage overflows in the street, no one will come to clean it up. When the music is too loud, no one will be on sight to rein in the behavior. The sidewalks will not be shoveled during snow storms. The house will be vacant a huge majority of time, causing a hollow and noncontributory ghost in our neighborhood.

Our neighborhood is full of wonderful people who contribute to the strong fabric of McMinnville. These vacant and remote owners plan to make money on the house and not even pay a cent due to the city.

It simply doesn't seem right, nor sound housing policy for the City of McMinnville.

I don't write this lightly. Nick and I have stayed with our family in STRs in other places. But those were resort towns, the properties had owners nearby. There were rules that were followed such as fines for renters if music is heard by the neighbors. Mandatory garage parking occurs in the majority of our stays. They have never been in family neighborhoods.

About ten years ago we attended a talk by the founder of AirBNB in Boston at our son's college. The renting model was one of temperance. A room in a home.

It wasn't taking a full property out of the fabric of the city and rendering it independent of ordinance and law with no consequence. I hope that McMinnville can catch up with other major cities and come up with a reasonable plan, one that applies to the plethora of different companies and people who want to use STRs as their investment.

We don't want McMinnville to become a gross rural town, hanging its all on Wine Country, when the town is so much more complex and beautiful and well-rounded.

We would like to ask that this house permit be put on hold until the correct and legal processes are worked out.

Sincerely yours,

Kelli and Nick Grinich

Heather Richards

From: LindsayPeter E. <lindaypeter@gmail.com>
Sent: Saturday, July 9, 2022 10:04 AM
To: Heather Richards
Cc: Kellie Menke
Subject: Short-term Rentals

This message originated outside of the City of McMinnville.

Ms Heather Richards,
Planning Director
City of McMinnville

We support a moratorium on and strict regulation of short-term commercial residential rentals.

The City Planning Department should use this opportunity to evaluate the negative impacts to residential neighborhoods in McMinnville and improve oversight and regulation of short-term rentals.

1. Absentee owners, vacationers and party goers can have significant impacts on a community and local property owners.
2. They artificially inflate rents and reduce the availability of housing for locals.
3. They can have a negative impact on local property values.
4. They are difficult if not impossible to police and enforce local law.
5. There is no accountability on the part of absentee owners and short-term renters.
6. Many short-term rentals are illegal and do not pay taxes.
7. Short-term renters can be extremely disruptive.

8. Without any connection to the neighborhood, short-term renters and owners care little for social norms, standards and community values.
9. Companies like AirBnB spend millions on lobbying to prevent regulation of their industry and spread misinformation.

The City should evaluate ways to limit this disruptive exploitation and commercialization of our residential neighborhoods. Specifically, establish a rigorous permitting process and impose standards with the ability to immediately shut down bad actors. Set limits on the number of short-term rentals in a residential zone to one percent. Require a performance bond to hold them accountable should they skip town and flaunt local law.

Thank you for the opportunity to comment.

Peter y Linda ENTICKNAP

2019 NW Doral St.

McMinnville, OR 97128

Mailto:lindaypeter@gmail.com
971-901-2614

From: [Val Blaha](#)
To: [Heather Richards](#)
Subject: public comment supporting new short-term rental permit moratorium
Date: Sunday, July 10, 2022 4:25:15 PM

This message originated outside of the City of McMinnville.

Re: Moratorium on processing new short-term rental permits in residential zones, from Aug. 1, 2022, to Jan. 31, 2023, affecting residential zones R1, R2, R3, R4, R5 and OR.

Dear Ms Richards,

As a McMinnville resident, I strongly support a moratorium on new short-term rental permits in residential zones.

We know that there is a shortage of affordable housing for purchase, and a shortage of affordable longer term rentals in our town. While having some short term rentals can be beneficial for tourism or those who happen to need a short-term rental for whatever reason, it's not clear that we have a shortage of short term housing. But we do know that we need more affordable long term rentals, and affordable homes for purchase, especially for first-time or lower income buyers. Allowing out of area investors (or even local ones) to buy up housing stock and use it to make a profit does not provide a net benefit to our community, and may even be detrimental.

Please enact the moratorium, and take the time needed to re-evaluate the city's zoning ordinance for short-term rentals in residential zones, the impact of short-term rentals on housing supply in McMinnville, and the quality of life for residential neighborhoods.

Sincerely,

Valerie Blaha
724 NE Autumn Ridge Dr.
McMinnville, OR

From: [Margaret Cross](#)
To: [Heather Richards](#)
Subject: Short Term Rentals (Docket G-2-22)
Date: Monday, July 11, 2022 8:18:32 AM

This message originated outside of the City of McMinnville.

TO: McMinnville City Council

I strongly support a moratorium on issuance of short-term rental permits. Because this matter will require considerable study and community input, I suspect that an extension beyond December, 20, 2022, may be necessary. I would support an extension. In the meantime, I look forward to public hearings on this matter. Please do not address this matter with on-line surveys. We need to hear directly from the public and have an open dialogue on the true costs and benefits of short term rentals to the community.

Margaret Cross
1102 SW Russ Lane
McMinnville, OR. 97128

From: [Tim Cross](#)
To: [Heather Richards](#)
Subject: moratorium on short term rentals
Date: Monday, July 11, 2022 8:57:28 AM

This message originated outside of the City of McMinnville.

I fully support the moratorium and any and all extensions. The short-term rental issue is serious and has already harmed residents of the city. The issue needs open discussion, deliberation and ultimately equitable resolution. It will take time to hold open discussion sessions and acquire community input. Many cities across the nation, of all sizes, are facing this expanding dilemma and scourge. Our community is suffering along with the others. By all means, delay decisions until the issue is properly and fully explored and community agreement has been achieved.

Tim Cross
1102 SW Russ Lane
McMinnville, OR 97128
timothyacross@comcast.net
5034740322

Heather Richards

From: Robert Ake <rakequake87@gmail.com>
Sent: Monday, July 11, 2022 10:40 AM
To: Heather Richards
Subject: Short Term Rental Notice - 234 NW 15th St.

This message originated outside of the City of McMinnville.

Good morning Heather,

I spoke with Isaac on the phone this morning to gather information regarding a short term rental notice that I received in the mail on Saturday for 234 NW 15th St. I was told that there is a meeting to discuss a moratorium on short term rentals in McMinnville coming up, and that I could email you if I had any comments.

I am frustrated that as a homeowner in a finally quiet neighborhood, (we had to deal with the Champion Team as next door neighbors for years, and it was a nightmare) now we are being notified that one of the smallest houses in the middle of our residential neighborhood is going to be turning into an Airbnb type rental. As a citizen and homeowner in the community, I am left with almost no options to fight this. I wish there was a process in place that neighbors would have to agree to a permit being issued for short term rentals, seeing as how we live in these homes and are the ones affected by short term rentals. The owner of the short term rental property is not the one living in the neighborhood, so it's out of sight out of mind for them once they have rented the property.

I don't want to beat a dead horse so to speak, but the current process of simply notifying neighbors in the vicinity of a property applying to be a short term rental is not adequate. I would hope that homeowners around the property would have the ability to submit concerns or signal that they do not approve of the permit for a short term rental property. Currently my only options are to complain to the property owner, pay money for a public hearing, or send someone such as yourself an email of concern.

Plainly stated, I do not want an Airbnb as a neighbor. These type of rentals almost always create tension in neighborhoods and often times the people renting the property treat them like vacation party houses with no consideration for the neighboring homeowners.

Thank you for allowing me to voice my concerns, and I appreciate your work in our community.

Sincerely,
Robert J. Ake

Heather Richards

From: Darcy Reynolds <darcyreynolds@comcast.net>
Sent: Monday, July 11, 2022 10:16 AM
To: Heather Richards
Subject: Short term rentals public hearing

This message originated outside of the City of McMinnville.

Good morning Ms Richards,

Thank you for the opportunity to comment on the proposed moratorium on approving short term rentals.

I fully support this action and appreciate that the city is giving such consideration to the long term housing needs (and extreme shortages of) in our community, as well as the ongoing livability for our residents.

I also appreciate that the city has made the distinction between owner occupied rentals and single family homes converted into STRs. The owner occupied STRs do not seem to have near the negative impacts as the later.

This issue has come to my attention recently because an application has been submitted to convert a single family rental into a STR, across the street from my house and I'm certain some of my concerns mirror those of other city wide residents.

The first impact should this application be approved is the displacement of the family that has been renting there for 8 years. Second, this is a block that has lots of small children playing out and around the streets that would be very vulnerable to distracted drivers. Third, this is a very quite neighborhood made up of working families and elderly residents who all retire early during the week and it is a fair assumption that STR visitors will not be keeping similar schedules. The lots are not that big and sounds from neighboring yards travel like one would not believe. This would be very problematic to the neighbors immediately adjacent to the proposed STR. I have more concerns to numerous to list here.

In conclusion, I am again thankful that the city is giving such consideration to the balance that is necessary between STRs and the housing needs of our residents, as well as your commitment to maintain the livability of our neighborhoods.

Sincerely,
Darcy Reynolds
2566 NE Chalmers Way
McMinnville, OR 97128
971-241-0163

Sent from my iPhone

From: [Connie Foster](#)
To: [Heather Richards](#)
Subject: Short-Term Rentals in Residential Zones
Date: Monday, July 11, 2022 5:03:19 PM

This message originated outside of the City of McMinnville.

I just realized that I have missed the noon deadline for giving testimony on this subject. I hope you can use my "vote" on this subject even though I am late.

I did so a couple of years ago and still believe that neighborhoods will suffer if we allow short-term rentals in residential zones. Communities are the heart of our town, and they will be eroded if we allow residents to lease their residences for profit in the short term.

Thank you.
Connie Foster

From: [Marie Vicksta](#)
To: [Heather Richards](#)
Subject: Short term rentals comment
Date: Tuesday, July 12, 2022 9:43:12 AM

This message originated outside of the City of McMinnville.

Short term property rentals can certainly deliver economic benefits to the community. However, as people that live within walking distance to Third street, we feel that something needs to be done to slow the conversion of single family homes to multi-room vacation rentals and preserve the neighborhood feel in those areas close to Third.

It takes a simple search on Airbnb or VRBO to recognize that the permit the city requires is not being applied for by the majority of rentals in McMinnville and that the density rule is not being enforced. If there isn't enforcement of existing rules or capacity to do enforcement, the city should explore how to have rules that can be enforced.

As single family homes are converted to luxury short term rentals, homes that might have provided a home for families to own or rent are now capable of earning hundreds of dollars a night as a short term rental. If looking to own property as a rental investment, there seems to be little incentive to rent to more permanent tenants.

Please pass the moratorium and revise the rules so they are more enforceable to preserve our neighborhoods in the downtown core.

Thank you,
Marie and Wes
247 NW 12th St, McMinnville

Ad Hoc 21st Street STR Action Group

McMinnville, OR 97128

July 9, 2022

Heather Richards

Planning Director

City of McMinnville

McMinnville, OR 97128

Dear Ms. Richards and Members of the City Council,

By our 50 signatures on the attached petition, we are writing to express our deep concerns about the current Short Term Rental (STR) policy in McMinnville, strong support for the proposed moratorium on short-term rental applications and for a thorough revision of the current STR policy and procedure for the following reasons:

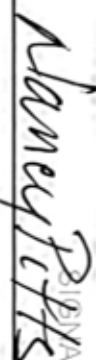



- **The current STR-friendly policy makes the single-family housing problem worse.** McMinnville families searching for single-family housing are not only competing with each other for the small supply of single-family homes for sale, but with investors buying homes to make them short term rentals--removing them from the pool of single-family housing options.
- **The current STR policy is not neighborhood friendly.** Should multiple houses go on sale in any McMinnville neighborhood, as long as houses are not immediately next to each other, the current policy would allow multiple houses in a neighborhood to be purchased and approved as a short term rental, potentially decimating traditional McMinnville neighborhoods.
- **The current STR policy is a solution in search of a need.**
 - The STR industry web site "Alltherooms.com" indicates July '21-July '22 occupancy rate for McMinnville STR's was a very low 45% (confirmed 7/8/22).
 - VisitMcMinnville.com indicates that the hotel occupancy rate was 63% for all of 2021 and was 59% for the first three months of 2022.
 - Even allowing for the pandemic, there is no evidence of an urgent immediate need for more short term rental properties and yet the


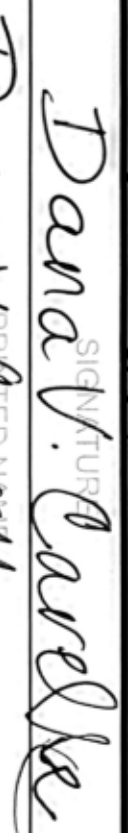

current policy has no mechanism for denying STR applications when need is demonstrably low.


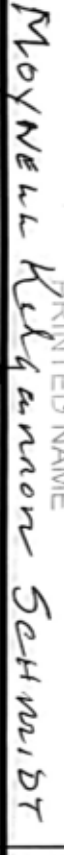


- **The current STR policy fails to live up to the creative, quality-of-life-friendliness of other McMinnville city policies.**
 - It fails to ask the question of whether there is a need for further STR's at all.
 - It also fails to use creative STR strategies suggested in the policy literature, such as the approval of STR's based on occupancy rate targets or multiple STR zones in cities allowing easier approval near tourist attractions and stricter standards (or bans) in traditional residential areas.
 - McMinnville demonstrates a commitment to quality of community life in residential areas in so many of its departments and policies. We look forward to the day when that will be reflected in its short term rental policy as well.



A final note of commendation: In a time of concerns about the smooth functioning of government in other places, we wish to commend Council Members Kellie Menke and Zack Geary and Planning Director Heather Richards for their civility and for their generosity with time and information. You give us hope for the democratic process and for continued good governance in McMinnville. Thank you.

Please see attached signatures.

①	SIGNATURE  PRINTED NAME NANCY PITTS	ADDRESS 785 NW 21st St EMAIL nancypitts@gmail.com PHONE 619-302-1944
②	SIGNATURE  PRINTED NAME Myla Taylor	ADDRESS 758 NW 21st St EMAIL myla2@gmail.com PHONE
③	SIGNATURE  PRINTED NAME LINDA K. Stohr	ADDRESS 2151 NW Chrysta Dr EMAIL STOHRL20773@gmail.com PHONE (503) 649-0975
④	SIGNATURE  PRINTED NAME James H. Stohr	ADDRESS 2151 NW Chrystal Dr. EMAIL Stohr120773@gmail.com PHONE

⑤	SIGNATURE  PRINTED NAME Steve Falker	ADDRESS 2155 NW Chrysta Dr EMAIL spasky77@yahoo.com PHONE
⑥	SIGNATURE  PRINTED NAME Dana V. Carelle	ADDRESS 2166 NW Chrystal Dr. EMAIL danacarelle@gmail.com PHONE
⑦	SIGNATURE  PRINTED NAME Arshady Carelle	ADDRESS 2166 NW Chrystal Dr EMAIL PHONE

8	SIGNATURE  PRINTED NAME Margaret Kelly SIGNATURE  PRINTED NAME Moya Kelly SIGNATURE  PRINTED NAME Judy A. Lunt	ADDRESS 2150 NW Crystal EMAIL munksrn@gmail.com ADDRESS 751 NW 21st St EMAIL judyalunt@gmail.com ADDRESS 751 NW 21st EMAIL bradleylunt@gmail.com	PHONE 971-237-5385 PHONE 971-241-1334 PHONE 503-560-8344
11	SIGNATURE  PRINTED NAME Steve Denney	ADDRESS 629 NW 21st Street EMAIL stedeney@comcast.net	ADDRESS 503-560-8344

12	SIGNATURE  PRINTED NAME Candace Duer SIGNATURE  PRINTED NAME Carolyn Duer	ADDRESS 2145 NW Crystal Dr. EMAIL cduer@comcast.net ADDRESS 724 NW 21st St	ADDRESS 503-434-3586 ADDRESS 503-550-3409
13	SIGNATURE  PRINTED NAME Jay D. Hallett SIGNATURE  PRINTED NAME Joy Hallett	ADDRESS 2110 NW Crystal Dr. EMAIL joyhallett@gmail.com	ADDRESS 503-989-7550

15

SIGNATURE	Blank	785 NW 21st ST	ADDRESS
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16

SIGNATURE	John James	643 Stokes Ct.	ADDRESS
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PHONE			PHONE

17

SIGNATURE	Ann E Warden	671 NW Jakes Ct	ADDRESS
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PHONE			PHONE

18

SIGNATURE	BENJAMIN DIEHL	724 NW 21st ST,	ADDRESS
PRINTED NAME	BENJAMIN DIEHL	McMINNVILLE, OR	ADDRESS
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		(503) 884-0233	PHONE

19

SIGNATURE	Carol Lovins	724 NW 21st ST	ADDRESS
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20

SIGNATURE	Phillip Lovins	724 NW 21st	ADDRESS
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21

SIGNATURE	Sue Ann Fackler	2155 NW Crystal Dr.	ADDRESS
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22 Nick Spivack SIGNATURE
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32 Wendell Harris SIGNATURE
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33 Wendell Harris PRINTED NAME
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34 Todd PRINTED NAME
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35 Rodger Duer PRINTED NAME
rduer@comcast.net EMAIL
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29		AMY M. MELTON			
30		HENRY OATES			
31		LYNDEN CARNAHAN			
32		BROOKE ANDERSON			
33		QUI CELL			
34		JENNIFER DAVIES			
35		ANDREW DAVIES			

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1959 NW Thomson Ln, Milwaukie OR 97128	971 237-9833	lyndencarnahan@gmail.com
1947 NW Thomson Ln, McMinnville OR	971 237-9833	lynden.carnahan@gmail.com
1947 NW Thomson Ln	971 237-9833	qui.cell
1984 NW Thomson Ln	971 919-1059	elder.jen@gmail.com
1984 NW Thomson Ln	971 645 9176	andrea@davies.com

*Corkle sent

36

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Carla Coleman

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37

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38

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39

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Jane Evans
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PRINTED NAME	EMAIL	ADDRESS	PHONE
PRINTED NAME	EMAIL	ADDRESS	PHONE
PRINTED NAME	EMAIL	ADDRESS	PHONE

48

SIGNATURE	James V. Enell	ADDRESS	2106 NW Chrystal Dr.
PRINTED NAME	James V. Enell	EMAIL	James.V.Enell@...
PHONE			

49

SIGNATURE	Robert J. Merkonen	ADDRESS	2181 NW Chrystal Dr
PRINTED NAME	Robert J. Merkonen	EMAIL	
PHONE			

50

SIGNATURE	Robert J. Merkonen	ADDRESS	2195 NW Chrystal Dr
PRINTED NAME	Robert J. Merkonen	EMAIL	Robert.Merkonen@...
PHONE			971-241-2891

SIGNATURE	ADDRESS	EMAIL	PHONE

SIGNATURE	ADDRESS	EMAIL	PHONE
PRINTED NAME	ADDRESS	EMAIL	PHONE
SIGNATURE	ADDRESS	EMAIL	PHONE
PRINTED NAME	ADDRESS	EMAIL	PHONE

STAFF REPORT

DATE: July 12, 2022
TO: McMinnville City Council
FROM: Nic Miles, Code Compliance Officer
SUBJECT: Unpaid Citations and Abatement Costs

STRATEGIC PRIORITY & GOAL:



COMMUNITY SAFETY & RESILIENCY

Proactively plan for & responsively maintain a safe & resilient community.

OBJECTIVE/S: Build a community culture of safety (consider safety best practices)

Report in Brief:

This is the consideration of Resolution No. 2022-54, approving liens on property that have not paid for the costs associated with property nuisance abatements per Section 8.10 of the McMinnville Municipal Code. These liens represent the few property nuisances that were not able to be resolved voluntarily.

Background:

In October 2019, City Council voted to approve amendments to Title 2 and Title 8 of the McMinnville Municipal Code. Those updates provided code compliance staff with more efficient tools for addressing property maintenance and health and safety concerns in an expeditious time frame. Since that time, code compliance staff has continued to resolve most complaints through voluntary compliance. For those property owners who do not voluntarily comply, the City will abate the property and then invoice the property owner for the full costs of the abatement including staff time. Per Section 2.50.250(F) of the McMinnville Municipal Code, if the property owner refuses to pay the invoice, the City has the right to lien the property for the unpaid invoice per the McMinnville Municipal Code after City Council approval. Resolution No. 2022-54 represents unpaid civil penalty citations and corrective action costs for four properties.

Discussion:

Unpaid Abatement Costs and Citations:

515 SE Cleveland Ave.

Boarding Up and Securing Vacant Structure; Pest Control Services: \$1490.80 Abatement

- Code compliance staff received complaints from neighbors regarding this vacant property that had several unsecured openings, including garage doors, man doors and windows. In addition to the openings, there was also an accumulation of junk and debris on the property. Due to the lack of ratproofing throughout the structure, as well as the presence of junk and debris, it was determined that the property was also attracting rodents. Staff hired two vendors to secure the property and provide one month of rodent control services.

110 NW 17th St.

Junk and Noxious Vegetation Removal: \$486.72 Abatement

- Code compliance staff received complaints from neighbors regarding this vacant property. Since the property had become vacant, an accumulation of junk along with side of the house had been deteriorating. In addition, a large pile of discarded yard debris was left in the front yard. A vendor was hired to remove the junk and discarded vegetation.

926 SE Villard St.

Barking Dogs: \$500.00

- Code compliance staff received complaints from multiple neighbors regarding barking dogs at this address. Despite several attempts to contact the property owners both in person and by mail, the barking issues continued to cause a nuisance in the neighborhood. The lien amount represents two separate \$250 citations.

741 SE Ford St.

Discarded Vehicles: \$250.00

- Code compliance staff received complaints from a neighbor regarding multiple discarded vehicles at this property, as well as noxious vegetation, junk, and debris. Due to the property owners not making progress toward resolving the violations, one citation was issued. Since issuance of the citation, the property owners made progress toward resolving the issues and have continued to work with code compliance staff.

Attachments:

1. Before/After 515 SE Cleveland Ave.
2. Before/After 110 NW 17th St.

Fiscal Impact:

Placing these unpaid citations and abatement costs will result in eventual full cost recovery, including administrative time and resources.

Recommendation:

Staff recommends that these unpaid citations and abatement costs be placed on the lien docket.



Apr 14, 2022 at 4:36:04 PM



Apr 14, 2022 at 4:36:09 PM



Apr 14, 2022 at 4:36:37 PM



Apr 14, 2022 at 4:36:33 PM

Amended on 07.13.2022



May 10, 2022 at 2:46:58 PM



May 10, 2022 at 2:47:05 PM



May 10, 2022 at 2:46:56 PM



May 10, 2022 at 2:18:36 PM





Apr 26, 2022 at 4:26:25 PM



Apr 26, 2022 at 4:26:42 PM



Apr 26, 2022 at 4:32:53 PM



Apr 26, 2022 at 4:33:00 PM

RESOLUTION NO. 2022 – 54

A Resolution approving code compliance liens on properties to recover unpaid corrective action cost and civil penalty citations.

RECITALS:

WHEREAS, On August 13, 2019, the McMinnville City Council adopted Ordinances No. 5078 and 5079, amending the McMinnville Municipal Code to restructure the code compliance program with an emphasis on efficiency, timeliness, voluntary compliance, and the ability to abate properties and issue civil penalties when voluntary compliance was not achieved; and

WHEREAS, Per Section 2.50.250(F) of the McMinnville Municipal Code, if the city needs to obtain a correction action warrant to abate properties that were not voluntarily abated for public safety, health, and welfare, the city can bill the property owner for the full cost recovery of that abatement; and

WHEREAS, Per Section 2.50.250(F)(2) of the McMinnville Municipal Code, if the property owner refuses to pay the full costs of the correction action within thirty (30) days, the City Council can lien the property by resolution; and

WHEREAS, Per Section 2.50.310 of the McMinnville Municipal Code, the city can issue a Notice of Civil Penalty to the property owner; and

WHEREAS, Per Section 2.50.250(F)(2) of the McMinnville Municipal Code, if the property owner refuses to pay the civil penalties within thirty (30) days, the City Council can lien the property by resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, that the following properties have been assessed either corrective action costs or civil penalties that after due process and notification, the property owners have refused to pay within thirty (30) days and are now approved to be recorded as liens on the property:

Property Address	Violation Type	Amount of Lien
515 SE Cleveland Avenue	Corrective Action Costs	\$1490.80
110 NW 17 th Street	Corrective Action Costs	\$486.72
926 SE Villard Street	Civil Penalty Citation	\$500.00
741 SE Ford Street	Civil Penalty Citation	\$250.00

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 12th day of July 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 12th day of June 2022.

INTERIM MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



STAFF REPORT

DATE: June 29, 2022
TO: Mayor and City Councilors
FROM: Claudia Cisneros, City Recorder
SUBJECT: Request to Permit a Waiver of the Noise Ordinance from Ryan Harris, from Church of Jesus Christ of Latter Day Saints for an outdoor music concert on July 16, 2022.

Report in Brief:

This action is the consideration of a request to permit a waiver of the Noise Ordinance..

Background:

The Church of Jesus Christ of Latter Day Saints, through Ryan Harris, is requesting to host an outdoor music event on Saturday, July, 16, 2022, from 6:00pm to 7:30pm on softball field. This area is an outside event venue behind the Church property located at 1645 NW Baker Creek Road. The event will have amplified music which will likely impact the neighborhood.

The McMinnville Municipal Code, Section 8.10.260, specifies that:

A. A person in charge of a premises must not permit, allow or cause to exist any loud, disturbing or unnecessary noise that is injurious or detrimental to the health, safety or peace of other persons or property.

E. The prohibition described in this section do not apply to:

1. Activities occurring within the scope of any permit issued by the city under the provisions of the McMinnville Municipal Code.

In granting previous waivers, the City has requested that the applicant provide notice in advance to affected neighbors.

Attachments:

1. McMinnville Municipal Code (MMC) section 8.10.260 Noises.



**City of
McMinnville**

City of McMinnville

Administration

230 NE Second Street

McMinnville, OR 97128

(503) 435-5702

www.mcminnvilleoregon.gov

Fiscal Impact:

There is no anticipated fiscal impact.

Recommendation:

Should the Council choose to vote in favor of a motion allowing this waiver, the City Manager will write a letter to Ryan Harris, letting him know that he has the Council's approval.



8.10.260 Noise.

- A. A person in charge of a premises must not permit, allow or cause to exist any loud, disturbing or unnecessary noise that is injurious or detrimental to the health, safety or peace of other persons or property.
- B. It is prohibited for any person on a public way to cause to exist any loud, disturbing or unnecessary noise that either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of other persons or property.
- C. For the purposes of this section, noise exceeding the following thresholds when measured 25 feet from the source if in the right-of-way or 25 feet from the property line if the source is on private property, is presumed to be a nuisance in violation of subsection [A](#) of this section:

ZONE	7:00 a.m. to 8:00 p.m.	8:00 p.m. to 7:00 a.m.
Residential	55 dBA	50 dBA
Commercial	60 dBA	55 dBA
Light Industrial	70 dBA	65 dBA
Industrial	80 dBA	75 dBA

- D. For the purposes of this section, “loud, disturbing or unnecessary noise” includes but is not limited to the following substances, conditions or acts:
 - 1. *Animals and Birds.* The keeping of any bird or animal that disturbs the comfort and repose of any person in the vicinity by causing frequent or long continued noise;
 - 2. *Dog Barking.* The keeping of a dog that barks for more than 10 minutes during any one-hour period when such barking is audible off the premises of the dog’s owner or keeper;
 - 3. *Animal Bells.* The attaching of a bell to any animal or allowing a bell to remain on any animal that is disturbing to any person in the immediate vicinity;
 - 4. *Vehicle Noises.* The use of any vehicle or engine, either stationary or moving, in a manner that causes or creates any loud or unnecessary grating, grinding, rattling or other noise, including the discharge in the open air of the exhaust of any steam engine, internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke;
 - 5. *Horns and Signaling Devices.* The sounding of any horn or signaling device on any vehicle on any street, public or private place, except as a necessary warning of danger;
 - 6. *Nonemergency Signaling Devices.* The sounding of any amplified signal from any bell, chime, siren,



whistle or similar device, intended primarily for nonemergency purposes, from any place for more than 10 consecutive seconds in any hourly period, except that the reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors or by the city for traffic control purposes are exempt;

7. *Construction Noise.* The erection, including excavation, demolition, alteration or repair, of any building in residential districts, other than between the hours of 7:00 a.m. and 8:00 p.m., except upon special permit granted by the city manager or designee;

8. *Noise Sensitive Areas: Adjacency to Schools, Churches and Hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court of justice while the same are in use, or adjacent to any hospital or institution for the care of the sick or infirm which unreasonably interferes with the operation of such institution, or which disturbs or unduly annoys patients;

9. *Loudspeakers, Amplifiers, Public Address Systems and Similar Devices.* The use or operation of any automatic or electric piano, phonograph, radio, television, loudspeaker or any instrument for sound producing or any sound-amplifying device so loudly as to disturb persons in the vicinity thereof or in such a manner as renders the use thereof a nuisance; provided, however, that upon application to the city manager, permits may be granted to responsible persons or organizations to broadcast programs of music, news, speeches or general entertainment;

10. *Blowers and Similar Devices.* The operation of any noise-creating blower, power fan, power tools, or any internal combustion engine in a manner the operation of which causes noise due to the explosion of operating gases or fluids:

- a. In a residential district or noise sensitive areas between the hours of 8:00 p.m. and 7:00 a.m.; and
- b. In a manner that can be heard by persons on nearby residential property.

11. *Commercial Establishments Adjacent to Residential Property.* Unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m., that is plainly audible to persons on any nearby residential property.

E. The prohibition described in this section do not apply to:

1. Activities occurring within the scope of any permit issued by the city under the provisions of the McMinnville Municipal Code;
2. Emergency response activities;
3. Vehicles performing repairs or upgrades in the right-of-way, including but not limited to street sweeping, sewer cleaning, construction and maintenance activities occurring between the hours of 7:00 a.m. and 8:00 p.m.



**City of
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Administration

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F. In addition to any corrective action ordered by the city, a person found to have violated the provisions of this section may be assessed a civil penalty. The amount of the civil penalty assessed for each day of continuing violation will not exceed the amount established for a Class 5 code violation. (Ord. 5079 §1 (Exh. 1 (part)), 2019).

STAFF REPORT

DATE: June 30, 2022
TO: Jeff Towery, City Manager
FROM: Matt Scales, Chief of Police
SUBJECT: Resolution 2022-53 McMinnville Police Association Teamsters Local Union 223 Collective Bargaining Agreement

STRATEGIC PRIORITY & GOAL:



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize & deliver municipal services with discipline and focus.

OBJECTIVES: Invest in the City's workforce

Report In Brief:

This action is the consideration of a collective bargaining agreement reached between the City of McMinnville and the McMinnville Police Association (affiliated with the Teamsters Local Union 223)

Background & Discussion:

The current collective bargaining agreement between the City of McMinnville and the McMinnville Police Association is set to expire June 30, 2022. The two sides began negotiating towards a new agreement several months ago, and I am pleased to report that both sides tentatively agreed to a new collective bargaining agreement on June 14, 2022.

The members of the McMinnville Police Association (MPA) have met and reviewed the proposed contract. A vote was conducted and the MPA unanimously ratified the proposed contract. The City Council must now consider the approval of the agreed upon contract which will authorize the City Manager to execute the new

contract that will go into effect July 1, 2022, and will expire June 30, 2025. The wage increase is consistent with earlier guidance from the City Council and ensures wages are in alignment with the market and with comparable jurisdictions in Oregon.

Large items agreed upon are wage adjustments for the coming FY 2022-23 is a 10% adjustment for sworn and 5% adjustments for non-sworn. Years 2 and 3 of the agreement include 1% adjustments for officers and corporals and 2% adjustments for sergeants plus a 2-5% COLA for everyone. This keeps the city aligned with our comparable jurisdictions. There are also changes to the sick leave incentive, language for the upcoming Paid Family Medical Leave Insurance (PFMLI) program, and an increase to K-9 incentive pay as we were a little behind in contrast with our comparable jurisdictions.

I want to thank the negotiation parties for coming to a tentative agreement so quickly. This is the first time that I am aware of that both parties have come to terms prior to the expiration of an existing contract. A thank you to the City negotiation team comprised of HR Manager Kylie Bayer, City Recorder Claudia Cisneros, and PD Support Services Manager Linda Gardner. I'd also like to thank the MPA negotiation team comprised of Mike Mann with Teamsters Local 223, Josh Sheets MPA President, Evan Burt MPA Vice President, and Marci Peters MPA Secretary-Treasurer.

Attachments:

Resolution 2022-53
Collective Bargaining Agreement

Recommendation:

Staff recommends that the City Council move to authorize the City Manager to sign the agreement as proposed in Resolution 2022-53.

RESOLUTION NO. 2022 - 53

A Resolution ratifying a collective bargaining agreement between the City of McMinnville and the McMinnville Police Association (MPA) for the period starting July 1, 2022.

RECITALS:

WHEREAS, the McMinnville Police Association (MPA) has ratified the agreement, conditioned upon the City’s approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That entry into a collective bargaining agreement for the three year period beginning July 1, 2022, between the City of McMinnville and the McMinnville Police Association, is hereby approved.
2. An increase of 10.0% will apply to the wages for Police Officer, Corporal, and Sergeant members who are active at the time of ratification effective and retroactive to July 1, 2022.
3. An increase of 5.0% will apply to the wages for Parking Enforcement Specialist, Evidence & Property Technician, and Police Specialist members who are active at the time of ratification effective and retroactive to July 1, 2022.
4. For Fiscal Years (FY) 2023-24 and 2024-25, an increase of 1.0% will apply to the wages for Police Officer and Corporal members effective July 1 of each fiscal year.
5. For Fiscal Years (FY) 2023-24 and 2024-25, an increase of 2.0% will apply to the wages for Sergeant members effective July 1 of each fiscal year.
6. For Fiscal Years (FY) 2023-24 and 2024-25 based on the second half of the CPI-W Urban Wage Earners and Clerical Workers (U.S. City Average), salaries shall be increased across the board by a minimum of 2.0% and a maximum of 5.0% effective July 1 of each fiscal year.
7. That the City Manager is authorized and directed to execute the collective bargaining agreement.
8. That this Resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 12th day of July 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 12th day of July 2021.

MAYOR

Approved as to form:

Attest:

City Attorney
4856-7994-1670, v. 1

City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MCMINNVILLE POLICE ASSOCIATION

AND

THE CITY OF MCMINNVILLE

July 1, 2022 through June 30, 2025

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PREAMBLE

This Agreement is entered into by the City of McMinnville, Oregon, hereinafter referred to as "City," and the McMinnville Police Association (affiliated with Teamsters Local Union 223), hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 RECOGNITION

Section A. Recognition: The City recognizes the Association as the sole and exclusive bargaining agent for all full time, regular budgeted employees in the following classifications with respect to wages, hours, and other conditions of employment:

- Sergeant
- Corporal
- Police Officer
- Evidence and Property Technician
- Records Specialist
- Parking Enforcement

Section B. Changes in Unit: If the duties of any existing classification are substantially changed, or if a new position or classification is added into the bargaining unit, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Association for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class. If the parties cannot agree to the pay range after negotiations and mediation, the matter shall be submitted to binding arbitration.

The arbitrator shall establish a fair and equitable pay scale for the new or changed classification.

Section C. Changes in work: If the City changes the duties of any existing employee or classification so as to make that employee or classification ineligible for inclusion in the bargaining unit, the City shall first submit to the Association notice of its intent. The Association shall respond within fourteen (14) days of the notice whether the Association desires to bargain over the proposed change. If the Association fails to respond it shall have waived its right to bargain. If the parties are unable to reach agreement the matter shall be submitted to binding arbitration for resolution.

ARTICLE 2 MANAGEMENT RIGHTS

Section A. Management Rights: The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

1. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
2. To determine the size, nature and qualifications of the work force, to assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
3. To develop work rules and operating procedures not inconsistent with this Agreement. However, the Association will be informed of the proposed rules and will be given the opportunity to comment and make suggestions thereto, prior to their implementation.
4. To promote, transfer, lay-off, and to discipline, demote and discharge employees for just cause.

The City recognizes that this Section is not a waiver of the City's obligation to bargain under the Public Employee Collective Bargaining Act (PECBA) in the event the exercise of these functions involves a mandatory subject of bargaining or impacts a mandatory subject of bargaining.

Section B. Subcontracting: The City shall notify the Association, as soon as possible, of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. At the time such notice is given, if the Association demands to negotiate, the City and/or the Association will notify the Employment Relations Board that the parties have entered negotiations concerning subcontracting and ask that a mediator be assigned this issue and schedule, in advance, mediation sessions should the parties reach impasse during negotiations. The parties agree that negotiations regarding the decision and impact of the subcontracting shall continue no longer than thirty (30) days from the receipt of the City's notice. The first negotiation session shall be scheduled no later than ten (10) working days of receipt of the City's notice. Should the parties be at impasse following negotiation and mediation, the parties agree to submit the dispute to an arbitrator for resolution.

ARTICLE 3 COMPLETE AGREEMENT/PAST PRACTICES

Section A. Complete Agreement: Pursuant to their statutory obligations to bargain in good faith, the City and the Association have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete Agreement between the City and the Association resulting from these negotiations. The Association agrees that the City has no further obligation during the term of this Agreement to bargain wages, hours or working conditions except as specified below.

Section B. Past Practices: The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretive decisions which may evolve pursuant to the proper exercise of authority given by the law or this Agreement.

1. The employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Department.
2. However, this Article shall not be interpreted to restrict the Association's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by state law. If the City is going to change an existing practice that is or impacts a mandatory subject of bargaining, it shall give the Association written notice of same, and upon demand negotiate the same. However, if necessity dictates it, the City may implement the same.

In case of disagreement between the parties, the Employment Relations Board shall make the decision under this subsection as to whether the City is compelled to negotiate under state law.

ARTICLE 4 ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

Section A. Voluntary Choice: All employees covered by this Agreement shall have the voluntary choice of whether to become members of the Association.

Section B. New Employee Orientation: A Shop Steward or an Association representative may attend the employee/Association portion of new employee orientation.

Section C. Check Off: Within ten (10) calendar days from the date of hire, the City must provide the Association representative with the employee's name, job title, date of hire, salary, home address, telephone numbers (cellular, home, and work) and personal and work email addresses. The City must also provide the Association representative with a list of such information for all employees in the bargaining unit at least every one hundred twenty (120) days. The City agrees to notify the Association of bargaining unit members who leave City employment. The notice shall contain the name of employee and effective dates and shall occur within ten (10) calendar days of the separation.

Section D. Dues Deduction: Any employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing deductions of membership dues from the employee's paycheck. This authorization shall continue in effect on a going forward basis unless revoked or changed in writing as specified in the authorization agreement. Pursuant to each authorization, the City shall begin deducting such dues from the employee's paycheck each month, and the amount deducted shall be transmitted within five (5) business days to the Association. Provided the City acts in good faith, the Association shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this provision.

ARTICLE 5 EMPLOYEE RIGHTS

Section A. Employee Rights: Employees shall have the right to join and participate in the activities of the Association for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Association or its members because of the exercise of these rights.

Section B. Non-Discrimination: The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, disability, gender, race, color, creed, religion, national origin, sexual orientation, union affiliation, or political affiliation. The Association and the City agree to accept their respective responsibilities for applying the provisions of this Section, including their respective responsibilities to make reasonable accommodations to members with a disability, provided the accommodation does not impose an undue hardship on either party.

In light of available state and federal remedies for illegal discrimination described in this Section, violations of this Section shall not be subject to step three of the grievance procedure.

Section C. Services to Another Organization: An employee, when assigned under a contract for law enforcement services to another organization, shall not be penalized relative to promotional opportunities, training opportunities, seniority, salary, or fringe benefits. This section shall have no effect on Article 2, Section B., Subcontracting.

ARTICLE 6 CONTRACT NEGOTIATIONS

The Association's negotiating team shall consist of three (3) bargaining unit members, not including affiliated labor representatives, legal counsel, or observers. Should negotiating sessions with the City be scheduled during duty hours, the negotiating team shall be permitted to attend negotiating sessions without loss of pay. If a negotiating team member is scheduled to work other than a day shift, the member shall coordinate with the Division Commander for a reasonable shift adjustment based upon the staffing level of that shift. The City shall not incur overtime by reason of any such adjustment.

ARTICLE 7 ASSOCIATION BUSINESS

The parties recognize that it may be necessary that Officers of the Association carry out Association activities during duty hours. Association activities are those activities which concern the collective bargaining process, in particular the handling of grievances, collective bargaining during the term of this Agreement, special meetings with the City and handling proceedings before the Employment Relations Board. The parties agree that Association Officers will be allowed to carry out Association business during duty hours subject to the operational needs of the department with notification to their Division Commander. The Association may make reasonable use of the City's copy machines for Association business.

ARTICLE 8 ASSOCIATION MEETINGS

Association members will be allowed to attend the equivalent of eight (8) monthly membership meetings per calendar year on duty time. Members attending Association meetings while on duty will limit their attendance at these meetings to one (1) hour and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Association will schedule these meetings during non-peak periods of the Department. The Association agrees not to schedule more than three (3) such meetings in any one-month period.

ARTICLE 9 BULLETIN BOARDS, EMAIL, AND FACILITIES

The City agrees to furnish a suitable bulletin board for the exclusive use of the Association. The Association shall limit its posting of notices and bulletins to such bulletin board. All postings will be pre-approved by the Association executive board. The City's electronic mail system may be used for Association-related communications. The Association recognizes that such use is not protected by any confidentiality and is subject to the public records disclosure laws. Agency mailboxes may also be used to exchange information or messages.

Designated Association representatives shall have the right to conduct Association business (including Association meetings) on City property at such time and in a manner which does not significantly interrupt City operations. Non-employee labor representatives shall be permitted access to employees and the City's facilities for the purpose of engaging in the activities described in this Agreement as designated representatives. Upon providing notice to the City, non-employee labor representatives shall either meet employees in the training room or other non-secure location or must be escorted by a City employee with security clearance to other areas of the facility.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section A. Discipline: Disciplinary actions or measures shall include only the following: written reprimand; suspension; demotion; discharge; or any combination thereof.

1. Disciplinary actions will be used to correct unacceptable patterns of performance or misconduct.
2. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for specific and just cause, and with employee rights fully protected. For sworn police employees, “just cause” for discipline shall be determined in accordance with the law.
3. The Employer agrees that such measures as assignment to duties outside those regularly given to other employees in the same classification, or disapproval of leave requests, will not be used as disciplinary measures.
4. If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Section B. Procedures:

1. No economic sanction: When the discipline contemplated does not involve an economic sanction, the city will conduct an investigation, including interviews as needed. The City will interview the employee who is the subject of the investigation. The interview with the employee who is the subject of the investigation may be conducted with or without association representation at the discretion of the employee. The employee who is the subject of the investigation will be directed to answer questions relating to the matter under investigation. At the end of the investigation, the city will issue a written determination.

If, at any time during the investigation, the discipline contemplated is reasonably anticipated to create an economic sanction, the provisions of paragraphs 2 and 3 below shall apply to the person who is the subject of the investigation from that time forward.

2. Economic sanction: When the discipline contemplated is reasonably anticipated to create an economic sanction, the city will conduct an investigation, including interviews as needed. The City will interview the employee who is the subject of the investigation. The interview with the employee who is the subject of the investigation may be conducted with or without association representation at the discretion of the employee.

The employee who is the subject of the investigation will have the following substantive and procedural rights:

- a. The employee will be given written notice of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. The employee will be afforded the opportunity to consult with an Association representative or other

representative of the employee's choosing prior to an interview. The employee shall be allowed the right to have an Association representative or other representative of the employee's choosing present during the interview. The opportunity to consult with the representative or to have the representative present at the interview shall not delay the interview more than two (2) hours.

- b. With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere as mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
 - c. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies, or other good cause, or where interviews can be conducted by telephone.
 - d. Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.
 - e. All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about, and following up on, any information which is developed during the course of the interview.
 - f. Either party will be allowed to tape record the interview. If the interview is recorded, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the other party. There can be no "off the record" questions. Absent a mutual agreement to the contrary, if either party transcribes the recording, the party shall provide the other party with a copy of the transcription without charge.
 - g. Interviews and investigations shall be concluded with no unreasonable delay.
 - h. The employee shall be advised, in writing, of the results of the investigation and any further action to be taken on the incident.
 - i. In a disciplinary or administrative investigation, the employee's chosen representative may not be required to disclose or be subject to disciplinary action for refusing to disclose, statements made by the employee to the representative for the purposes of the representation.
3. Due process hearing: If the discipline contemplated after the investigation is complete is reasonably anticipated to create an economic sanction, the employee who was the subject of the investigation will have the following substantive and procedural rights:

- a. The City will provide the employee with a written notice of a due process hearing. The notice will inform the employee of the allegations under investigation. It will inform the employee of their right to representation during the meeting, will set the time, date, and location of the meeting, and will inform the employee of the time, date, and location that the employee will be able to obtain the written findings and determination.
 - b. The employee will have the right to a copy of the complete investigation, including any verbal complaints and statements made regarding them which will be used in the findings and determination to the extent these complaints and statements were not previously provided.
 - c. Hearings will be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about, and following up on, any information which is developed during the course of the hearing.
 - d. Either party shall be allowed to tape record the hearing. If the hearing is recorded, a copy of the complete hearing shall be furnished, upon request, to the other party. Absent a mutual agreement to the contrary, if either party transcribes the recording, the party shall provide the other party with a copy of the transcription without charge.
 - e. Hearings may be reset if reasonably necessary but will be concluded with no unreasonable delay on the part of either party.
 - f. The City will provide the employee with written notice of the City's findings and determination within four calendar days of the due process hearing. If additional time is needed, the City will provide the employee with a written explanation of the reason for the delay and with a date certain by which the findings and determination will be available.
4. Appeal: Appeal shall be through the grievance process as set out in Article 12 of this contract.

ARTICLE 11 PERSONNEL FILE

Section A. Employee Right to Review File: Each employee, upon request, shall have the right to review the contents of their own personnel files.

Section B. Access to File: Access to an employee's personnel files shall be limited to only the individual employee involved and/or their designated representative or an association executive board member, Supervisors and Administrators of the City who are assigned to review or place materials therein, and clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of statutes pertaining to personnel records. The Association may access personnel files and any removed or redacted personnel file documents for a separated employee with written authorization from said employee.

Section C. Entry of Material into File: No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed in the employee's personnel record without the employee having the opportunity to review the document. All such documents shall bear an employee's signature acknowledging that the employee has reviewed the material and agrees with the contents, or a signature indicating that the employee has reviewed the material but does not agree with the content. An employee may be ordered to sign the document and refusal to sign may result in disciplinary action being taken against the employee. A copy of such material shall be furnished to the employee.

Section D. Limitations on File: Material placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. However, nothing in this Article shall prevent the City from maintaining a working file for purposes of evaluation or investigation. No portion of an employee's file shall be transmitted without the explicit consent and request of the employee other than to those authorized within the City as defined in Section B. The contents of the working file, as those contents relate to that evaluation period, shall be destroyed upon completion of the employee's annual evaluation.

Section E. Record of Employee Conduct: At the written request of the affected employee, as allowed by law or administrative rules, the discipline cited in 1. below shall be removed from the personnel files maintained by the Office of the Chief and the City, subject to the time frame specified and the further conditions enumerated in subsection 2. Regardless of removal from an employee's personnel file, such documentation shall be considered stale consistent with the time frames listed below under subsections 1(a) and 1(b) and shall not be used for progression of discipline unless the time frames were extended under subsection 2:

1. Time frame for removal of discipline.
 - a. Discipline memorialized in a written reprimand will be removed two years from date of issuance.

- b. All other discipline, except letters of demotion or discharge, will be removed five (5) years from effective date of discipline.
 - c. Letters of demotion or discharge shall stay in the file indefinitely.
2. Prior letters in the record: When letters have been issued for any of the categories listed above in 1(a), 1(b) and 1(c) and there are subsequent letters issued or entered into the personnel file, the time frame for removal of each such prior letter shall be extended by adding the time frame for the subsequent letter to the time frame for the prior letter; additionally, in no instance shall a subsequent letter be removed before a prior letter. Subsequent letters in category 1(a) above only extend the time frame for a prior letter in category 1(a). However, subsequent letters in category 1(b) above may extend the time frame for removal of a prior letter in category 1(a) and 1(b) provided that the subsequent letter pertains to the same subject matter as the prior letter. Subsequent letters in category 1(c) above may extend the time frame for removal of a prior letter in category 1(a), 1(b) and 1(c) provided that the subsequent letter pertains to the same subject matter as the prior letter.

Section F. Removed Discipline: Letters, or copies of letters, imposing discipline, which have been removed from personnel files or have become stale pursuant to Section E, may not be introduced by either party in subsequent disciplinary proceedings involving the same employee or employees. Both parties acknowledge that the City may be required to maintain properly removed letters of discipline for an extended period of time pursuant to the Oregon Administrative Rules. Personnel records will be maintained at a minimum consistent with applicable law. The parties acknowledge that retention of personnel records is distinct from the contents of a personnel file. Stale or properly removed letters shall be sealed and shall not be opened absent a court order unless the release of such documents are otherwise required.

Both parties may maintain materials redacted to exclude the disciplined employee's name and use of these materials under the following circumstances:

1. The redacted materials may be retained beyond the period established in Section E.
2. The redacted materials may be used by either party in its defense to charges of unevenly applied discipline or failure to represent.
3. Before using the redacted materials set forth above, the party using the material shall give the other party two (2) weeks prior notice.
4. Either party shall have access to the redacted materials of the other party.

ARTICLE 12 GRIEVANCE-ARBITRATION PROCEDURE

Section A. Grievance and Grievance Procedure Defined: A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of this Agreement or regarding an alleged violation of this Agreement. For the purposes of counting days, only business days will be counted (weekdays and not weekends or holidays). The following procedure will be followed to resolve the dispute:

Step 1. The employee, with or without Association representative, shall take up the grievance or dispute in writing with their supervisor within fifteen (15) business days of its occurrence, or within fifteen (15) business days of knowledge of its occurrence, or the date on which the employee could reasonably have been expected to have been aware of the issue. The grievance shall include a statement of the grievance, the facts surrounding the grievance, the provision(s) of this Agreement alleged to have been violated, and the remedy sought. The supervisor shall respond in writing to the employee within fifteen (15) business days of receipt or notification of the dispute.

Step 2. If the grievance remains unsettled, the employee or Association representative may, within fifteen (15) business days after the reply of the supervisor is due, submit written notice to the Police Chief or designee. The notice shall include the Step 1 grievance and a copy of the supervisor's response if any. For grievances initiated at Step 2, the grievance shall include a statement of the grievance, the facts surrounding the grievance, the provision(s) of this Agreement alleged to have been violated, and the remedy sought. The Chief or designee may, within thirty (30) calendar days of receipt of the grievance, schedule and hold a meeting with the grievant and the Association to discuss the grievance. The Chief or designee shall respond in writing within fifteen (15) business days of the meeting, if there is a meeting. If there is no meeting, the Chief or designee may respond in writing to the grievance at any time within the thirty (30) calendar day period.

Step 3. If the grievance remains unresolved with the Police Chief or designee, the Association may advance the grievance to arbitration by notifying the City in writing of its intent to arbitrate the grievance within fifteen (15) business days of the receipt of the Chief's or designee's response or when the Chief's or designee's response is due, whichever occurs first.

If the grievance involves discipline of a sworn law enforcement officer, the moving party agrees to request an arbitrator consistent with Oregon Law (currently ORS 243.808) in accordance with the process established by the Employee Relations Board.

If the grievance does not involve discipline of a sworn law enforcement officer, after the grievance has been submitted for arbitration, the parties or their representative shall either singularly or jointly request the State Employment Relations Board for a list of seven (7) Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The parties shall, by lot, determine

which party shall strike the first name objectionable to it. The final name on the list shall be the arbitrator.

For all grievances, the arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, add to or subtract from the terms of this Agreement, or otherwise exceed the arbitrator's jurisdiction. Their decision shall be within the scope and terms of the Agreement, applicable law and the Public Employee Collective Bargaining Act (PECBA) and shall be in writing. The arbitrator shall be asked to submit their award within thirty (30) calendar days from the date of the hearing.

Section B. Timeliness and Waiver: Any and all time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure by the employee or Association to submit or advance the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limits without such waiver shall advance the grievance to the next step. A grievance may be withdrawn at any time upon the receipt of a signed statement from the Association.

Section C. Suspension, Demotion, and Discharge Grievances: Appeal of a suspension, demotion, or discharge shall commence with Step 2. Except as mutually agreed, all other grievances shall commence with Step 1.

Section D. Arbitration Expenses: Each party shall be responsible for paying the cost of presenting its own case in arbitration, including the payment of witness fees, if any. The arbitrator's fees shall be borne by the non-prevailing party, as determined by the arbitrator. If the arbitrator cannot designate which party prevails, each party will pay one-half (1/2) of the arbitrator's fees. If either party desires a verbatim recording of the proceedings it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

ARTICLE 13 RESERVES AND PART-TIME SWORN OFFICERS

Section A. The Association recognizes the importance to the City, the Police Department and members of the Association of maintaining a viable Reserve Unit and a qualified pool of part-time sworn officers.

Section B. The City recognizes that it is inappropriate to use members of the Reserve Unit in the capacity of regular police officers or to perform duties normally performed by the regular police officers except as agreed herein. Members of the Reserve Unit will not be used to reach minimum staffing levels except as provided in Section C.

The City and the Association agree that part-time sworn officers who maintain Department of Public Safety Standards & Training (DPSST) certification and department training requirements can perform the duties of a regular full-time police officer. However, the purpose of a part-time officer is to augment department staffing, and part-time officers shall not be used to replace or supplant a full-time police officer, nor will a part-time officer be used to reach minimum staffing levels except as provided in Section C.

Section C. Solo qualified Reserves and/or part-time sworn officers may be used on a temporary basis in the following circumstances: (1) a Department-wide training program has been scheduled for regular officers and the ability to staff to minimum levels does not exist with regular officers, (2) an unexpected vacancy occurs within the ranks of the regular officers, in which case the Chief may select a member of the Reserve Unit and/or a part-time officer to fill in until the regular officer returns to work or a new officer is hired and solo qualified, or (3) a leave of absence occurs including, but not limited to, Family Medical Leave Act (FMLA) and military leave, in which case the Chief may select a member of the Reserve Unit and/or a part-time officer to fill in until the regular officer returns to work..

Members of the Reserve Unit and/or a part-time officer may be used in the following manner in any situation that occurs with seventy-two (72) hours or less notification time without offering overtime to regular officers: (1) One solo qualified reserve or part-time officer per shift may be used to work solo patrol in event of a shift shortage, (2) there is a major incident which requires additional resources (e.g. a major investigation, natural disaster, civil disturbance, or other extraordinary circumstances outside the control of the City), (3) to perform work which has customarily been rejected by past practice by regular officers (e.g. guarding an individual at the hospital, transporting in custody persons to out of city locations or general security duties), (4) any other situation where a reserve and/or a part-time officer is qualified and it is impractical to poll regular officers for the task or assignment.

Reserve and/or part-time officers may be used to supplement any situation that would not have been authorized for overtime expenditures (parades, security, etc.).

The polling of regular officers for overtime shall be done in accordance with the best information available (who is on days off, who most recently worked, etc.). It is not necessary to call every regular officer prior to contacting a reserve or part-time officer.

Section D. In order to assure that members of the Reserve Unit are qualified to perform the duties assigned to them, the City agrees to "staff" each reserve during the first three (3) months following promotion to solo status.

Section E. The City has entered into an agreement with McMinnville School District 40 to provide Police Officers at sporting and other school events. The City and the Association agree that any hours not assigned to full time Officers shall be open to Reserve Officers and part-time officers, but only after regular Officers have had an opportunity to sign up for the hours available.

ARTICLE 14 LEAVE OF ABSENCE

Section A. Leave of Absence Requirements: An employee may be granted a leave of absence without pay up to sixty (60) days, when approved by the Police Chief. The Chief will not deny such requests for arbitrary or discriminatory reasons. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave.

Section B. Conditions: Any conditions of the leave of absence shall be specified in the approval. Such leaves may be renewed or extended by appropriate action of the Police Chief.

ARTICLE 15 NOTICE OF ORDERS

Section A. General Orders and Rules and Regulations Provided: The City agrees to furnish each employee of the bargaining unit a written or electronic copy of the current operational orders, rules and regulations of the Department, the Employee Handbook, and a copy of the current collective bargaining agreement. New employees shall be furnished these documents as soon as possible after being hired.

Section B. Posting and Notice: The City shall furnish each affected employee a written or electronic memorandum of personnel orders. Standard operating procedures and general orders of a more permanent character shall be copied electronically to each employee.

ARTICLE 16 SENIORITY, LAY-OFF, AND RECALL

Section A. Seniority: Seniority shall be defined as the length of service by an employee within the McMinnville Police Department following their most recent date of hire or re-hire. Time spent on military leaves of absence (except as limited by law) after an employee is hired, authorized leaves with pay, and time lost because of duty-connected disability shall be included in length of service. Leaves without pay in excess of fifteen (15) calendar days shall not apply to seniority. Ties in seniority shall be broken by lot.

Section B. Lay-off: In the event of a lay-off for any reason, employees will be laid off in the inverse order of their seniority in their classification. An employee may “bump” into a lower classification or a different classification within the same job family as follows:

1. An employee has an automatic right to bump into a lower classification provided 1) they have more seniority than the person who would be laid off as a result and 2) they actually held the position before, as an employee of the City. An employee who does not meet both of these qualifications may only bump according to subsection “2” below.
2. An employee not meeting the qualifications of subsection “1” above has the right to bump into a lower or different classification provided 1) they have more seniority than the employee who would be laid off as a result and 2) they have the knowledge, skills, and ability to perform the lower or different job. The employee’s seniority in the lower classification will be established according to their last date of hire with the City.

Section C. Recall: Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of twenty-four (24) months.

Section D. Recall Notice: The City shall notify the laid off employee by certified mail of any opening for which the employee is eligible for recall in the classification they held before being laid off. Said employee must respond by certified mail within ten (10) calendar days of receipt of notice as evidenced by the signed receipt (regardless of who signs for the certified mail). Failure to do so will result in forfeiture of all recall rights. Should no signature card be returned to the City within fifteen (15) days of mailing, the employee will forfeit all recall rights.

Section E. Lay-off Exceptions: The parties recognize that due to the limited size of the McMinnville Police Department, the City may require the retention of canine and detective services. In the event of lay-off, the City shall be allowed to retain the individual(s) providing such services, regardless of the seniority provisions of this Article.

ARTICLE 17 PROBATIONARY PERIOD AND TRIAL SERVICE

Section A. Probationary Period: The initial probationary period for employees shall be as follows:

1. For sworn employees who have less than twenty-four (24) months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be eighteen (18) full and consecutive months.
2. For sworn employees with at least twenty-four (24) months satisfactory experience with a state, county, or municipal law enforcement agency and who hold a current DPSST basic, intermediate, or advanced certificate, the probationary period shall be twelve (12) full and consecutive months.
3. Non-sworn employees shall be subject to a twelve (12) month probationary period.
4. In the event a probationary employee is unable to complete their probationary period of eighteen (18) or twelve (12) full and consecutive months, as described above, due to absence for injury, illness, or any other non-disciplinary reason for one hundred twenty (120) consecutive hours, the employee's probationary period will be automatically extended by the length of the absence. Extensions of an employee's probationary period will not, however, affect their step increases. Nothing in this section prevents the City from terminating any probationary employee during the probationary period.

Section B. Wage Advancement/Premium Pay: When a probationary employee has satisfactorily worked at least one (1) year comprising at least two hundred (200) days, they shall be advanced to the next step on the Wage Schedule and he/she shall be eligible for incentive pay. Lateral probationary employees are subject to the step increase portion of this section, but they may be eligible for incentive pay at any time, starting with the date of hire. Notwithstanding the above, all probationary employees will begin receiving incentive pay for being bi-lingual as soon as they pass the exam.

Oregon DPSST certified lateral police officer new hires, with a minimum of thirty-seven (37) months' experience, are eligible to receive a recruitment signing bonus of \$6,000 (payable in three installments, as follows: 1- \$2,000 at completion of field training and gaining solo officer status, 2- \$2,000 after completion of twelve months continuous service, and 3- \$2,000 after completion of thirty months of continuous, satisfactory service.) Newly hired lateral probationary employees are subject to the step increase portion of this section but may be eligible for incentive pay at any time, starting with the date of hire.

Section C. Anniversary Date: A probationary employee's anniversary date for wage schedule advancement and for seniority shall be the first day of the first full month of employment. If an employee is promoted or demoted, the anniversary date for wage schedule advancement

purposes becomes the first day of the first full month in the new classification. If an employee is off the payroll (e.g., leave without pay) in excess of thirty (30) days between anniversary dates, an adjustment of the anniversary date will be made for wage schedule advancement purposes and for seniority purposes. Adjustments will be made in monthly increments.

Section D. Representation: Probationary employees shall not have recourse to the Grievance Procedure of this Agreement for discipline and discharge matters.

Section E. Trial Service: Each employee who is promoted from one position in the bargaining unit into another shall serve a trial service period of twelve (12) months. During the trial service period, an employee may be demoted to the classification previously held only when, in the reasonable opinion of the Chief, continuation in the higher classification is not in the best interests of the Department.

ARTICLE 18 HOURS OF WORK

Section A. Work Day and Regular Hours: The work day shall be defined as a calendar day on which the employee's scheduled shift begins. The regular hours of work each work day shall be consecutive absent mutual agreement for voluntary changes.

Section B. Work Week: Absent mutual agreement for voluntary changes, the work week shall consist of one or more of the following:

1. A five-eight (5/8) schedule consisting of five (5) consecutive eight (8) hour shifts, followed by two (2) consecutive days off.
2. A four-ten (4/10) schedule consisting of four (4) consecutive ten (10) hour shifts, followed by three (3) consecutive days off.
3. A twelve (12) hour schedule consisting of four (4) consecutive shifts of twelve (12) hours, followed by four (4) consecutive days off.
4. A twelve (12) hour schedule consisting of four (4) consecutive shifts of twelve (12) hours, followed by three (3) consecutive days off, followed by three (3) consecutive shifts of 12 hours, followed by four (4) consecutive days off.

For employees working an eight (8) or ten (10) hour schedule, the work week shall be defined as 0000 hours on Sunday to 2359 hours on the following Saturday. The work period for employees assigned to work a twelve (12) hour schedule shall consist of twenty-four (24) consecutive days except that for employees working the 4 on, 3 off twelve (12) hour schedule the work period consists of fourteen (14) consecutive days.

Supervisors may adjust an employee's weekly schedule for training, training coverage for in service training only, or shift rotation as long as the employee still receives at least two consecutive days off and at least seven (7) days' notice.

Section C. Shifts: Shifts shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times.

Section D. Work Schedule: Work schedules showing the employee's shift, workdays and hours shall be communicated via scheduling software and available to employees electronically. Except for special emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for seven (7) days. When a special emergency situation is declared by the Chief or in their absence, by a designee, employees may be called to duty on adjusted shifts without the normal seven (7) day notification. An employee called to duty in such manner will be notified at the earliest possible time: 1) that the employee is being called in on a special emergency, 2) that their shift is being

adjusted, 3) what the starting (and, if possible, ending) hours for the shift will be, and 4) that the employee will be compensated at the regular overtime rate for hours worked in excess of the regular number of work day or work week hours.

For the purpose of this Section, a “special emergency situation” is defined as those situations reasonably determined by the Chief or, in the Chief’s absence, by their designee(s), to represent an actual or potential risk of extreme property damage or personal injury to the community.

Section E. Rest and Meal Periods: Police officers and sergeants are on-call during rest and meal periods and operational requirements may result in such periods being interrupted or missed. Absent such operational interruptions, the following terms shall apply:

1. All sworn employees shall receive a one-half (1/2) hour paid lunch period to be taken as close as reasonably possible to the middle of each shift. An employee shall not be entitled to additional compensation in the event these periods cannot be taken. Professional (non-sworn) staff shall receive a one (1) hour uninterrupted lunch period which is unpaid, unless the employee(s) and Department mutually agree to other arrangements. Sworn employees who are in formal training (non-in-service) will receive an unpaid lunch as they are not subject to call out on their lunch time. If their lunch is a working lunch, as outlined in a training announcement, the time spent at lunch will be compensated at their regular rate.
2. Rest Periods: All employees shall be permitted a paid fifteen (15) minute rest period during each four (4) hours worked. An employee shall not be entitled to additional compensation in the event these periods cannot be taken.
3. Rest periods and/or meal periods cannot be combined, nor can they be taken within the first or last hour of the shift.

Section F. Safety Release: Employees working sixteen (16) or more hours in a twenty-four (24) hour period shall receive no less than eight (8) hours off before returning to work. With prior approval, paid forced time off shall be approved in lieu of working part of the employee’s next scheduled shift to ensure the employee receives a minimum of eight (8) hours off.

ARTICLE 19 ADMINISTRATION OF SALARY PLAN

The following rules shall govern the use of the salary ranges set forth in Appendix A and adjusted annually pursuant to the terms of this agreement, and which are made a part hereof:

Section A. Rates of Pay: Each employee will be paid at one of the steps in the range prescribed for their classification.

Section B. Anniversary Date: An employee shall be assigned an anniversary date of the first day of the first full month of employment.

Section C. Step Increases: Employees shall be eligible for a one (1) step increase on their anniversary date each year.

Section D. Longevity: An employee who has ten (10) years of service with the City, will receive \$75 per month placed in a deferred compensation plan on their behalf. This amount increases to \$100 per month when the employee has completed fifteen (15) years of service with the City. This amount increases to \$150 per month when the employee has completed twenty (20) years of service with the City. Upon twenty (20) years of service, the employee may choose to have \$75 of their longevity benefit placed into a deferred compensation account or may choose to have that amount paid to them as regular income.

Section E. Payday: Paydays shall be the 15th and the last day of the month. In the event that a payday falls on a holiday, a Saturday, or a Sunday, the payday shall occur on the nearest preceding weekday that is not a city, state, or federal holiday. The City shall promptly deposit deferred compensation deductions.

Section F. Promotions: When an employee is promoted or advanced to a higher classification, the employee shall be placed at a salary step in the higher classification which assures that the employee will not suffer a reduction in compensation due to the promotion.

Section G. Incentive Pay: Eligible employees shall receive incentive pay computed on a top step of a forty (40) hour a week patrol officer’s salary range in addition to their base salary for the following achievements:

1	Advanced Certificate	8.0%
2.	Intermediate Certificate	4.0%
3.	Associates of Arts or Science Degree from an accredited institution	2.0%
4.	Bachelor of Arts or Science Degree from an accredited institution	4.0%
5.	Bilingual in Spanish with a street level fluency	5.0%

6. Bilingual in Spanish with a court-certified level of fluency 10.0%

An employee will receive bi-lingual incentive pay once the employee has demonstrated to the City that they can communicate at a proficient level that meets the needs of the community and department. The employee must be able to demonstrate every two (2) years that they maintain “street level” proficiency in Spanish, which allows them to do the following:

- a) Communicate in front office contacts.
- b) Conduct criminal investigations to include interviews of victim(s) and/or suspect(s).
- c) Investigate traffic related incidents such as crashes and DUIIs.
- d) Explain traffic citations and written warnings.
- e) Communicate during medical emergency situations.
- f) Explain legal documents/concepts such as Miranda warnings, stalking orders, implied consent, etc.
- g) Have the ability to read basic documents written in Spanish.
- h) An employee will receive the 10.0% bilingual incentive pay once the employee has demonstrated to the City that they can communicate in a court-certified” proficiency level. The employee must be able to demonstrate every two (2) years they can maintain “court-certification” fluency in Spanish.

7. ASL certified 5.0%

The incentive pay for an Intermediate and Advanced Certificate is not cumulative. The incentive pay for an Associate’s Degree and a Bachelor’s Degree is not cumulative.

An employee shall begin receiving incentive pay on the first day of the pay period in which the incentive is achieved following notification to the Chief of Police of the achievement for which the incentive pay is to be given.

Section H. Assignment Pay: Eligible employees assigned to the following duties shall receive assignment pay in addition to their base salary for the duration of the assignment. Assignment pay for sworn members is computed on the top step of a forty (40) hour a week patrol officer’s salary range. Non-sworn employees shall receive assignment pay computed on the top step of the employee’s salary range. Duty assignments are at the discretion of the Department and additional compensation as a result of a duty assignment does not constitute a property right for the employee to continue in a particular duty assignment. Duty assignments are paid on a time for time basis in thirty (30) minute increments with a minimum of thirty (30) minutes in assignment.

1. Detective (including all ranks) 5.0%

An employee assigned to detectives shall begin receiving assignment pay on the first day of the pay period in which the assignment begins Detective assignment pay is paid at all times an employee is in a Detective assignment.

2. Police Training Officer (PTO) 5.0%

PTO assignment pay is paid on a time-for-time basis when an assigned employee is performing PTO-related functions including actual time with their assigned trainee and time documenting the trainee's performance.

3. Canine Handler 8.5%

A canine handler shall begin receiving assignment pay on the first day of the pay period in which the assignment begins following the assignment of a canine. The assignment pay for canine handlers is to compensate the handler for time spent in care and feeding of the canine above and beyond what takes place during work hours. The City has sole discretion in the selection of canine handlers. The City shall supply the dog's food and pay the dog's medical costs. The City will also provide a secure kennel at the handler's residence for the canine. The City shall provide liability insurance for the actions of the dog.

4. Non-sworn training personnel 5.0%

Non-sworn training personnel assignment pay is paid on a time-for-time basis when an assigned employee is performing non-sworn training personnel-functions including actual time with their assigned trainee and time documenting the trainee's performance.

5. Motorcycle Officer 5.0%

Motorcycle assignment pay is paid on a time-for-time basis when the employee is assigned to a motorcycle or when the employee is training for the motorcycle assignment, with a guaranteed four (4) hour minimum compensation at the assignment pay rate.

6. Officer in Charge (OIC) 5.0%

In the absence of a patrol or detective sergeant and corporal on duty, an officer shall be designated the OIC for all or part of the shift.

7. School Resource Officer (SRO) 5.0%

An employee assigned to SRO shall begin receiving assignment pay on the first day of the pay period in which the assignment begins. The assignment pay shall be valid as long as the employee is assigned to the school. In the event another employee fills in as an SRO they will receive the assignment pay for the SRO hours worked on a time for time basis.

Section I. Forced Time Off: An employee who is regularly scheduled to work but is relieved from work for other than disciplinary reasons shall receive pay and benefits which normally would have been earned during their regularly scheduled shift. In the event the City closes nonessential services, employees who are directed not to report to work will receive their normal pay and benefits, however employees who are already on an approved leave will use their leave accruals.

Section J. Salary Structure and Future Wages: Schedule A shall become effective on July 1, 2022 or retroactive to that date if the contract is ratified after expiration of the previous agreement. The recruit step will be five percent (5%) below Step A for patrol officer. The recruit shall remain at that step until declared solo and then move to Step A as patrol officer.

Effective July 1, 2022, and retroactive to that date if the contract is ratified after expiration of the previous agreement, wages shall be increased by ten percent (10.0%) for Police Officer, Corporal, and Sergeant positions and wages shall be increased by five percent (5.0%) for Parking Enforcement Specialist, Evidence & Property Technician, and Police Records Specialist positions.

Effective July 1, 2023, and again July 1, 2024, wages shall be adjusted by one percent (1.0%) for Police Officer and Corporal positions, and two percent (2.0%) for Sergeant positions. Wages will be increased for all employees by a Cost-of-Living Adjustment (COLA) based on the second half of the CPI-W Urban Wage Earners and Clerical Workers (U.S. City Average) with a two percent (2.0%) minimum and five percent (5.0%) maximum increase.

Section K. Twelve Hour Shifts: Employees assigned to work the twelve (12) hour schedule as provided for in Article 18B will work one hundred four (104) or 5% more hours per year than employees working the 5/8 or 4/10 schedules. To compensate for these additional hours, employees shall receive an additional 5% to their base salary when assigned to the twelve (12) hour schedule. Assignment to the twelve (12) hour schedule is at the discretion of the Department and this additional compensation for working the twelve (12) hour schedule does not constitute a property right for an employee to continue working the twelve (12) hour schedule.

Section L. Physical Fitness: Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of health care and work-related injuries, a physical fitness incentive will be established beginning July 1, 2011.

The City is only obligated to offer one physical fitness incentive test date at the start of the fiscal year and one test date at the middle of the fiscal year. If an employee is eligible to participate (per eligibility requirements of the CBA) in either of the physical fitness incentive testing sessions but is unable to do so because of a schedule conflict, then the employee will be allowed to take the test at an alternate time/location of their choosing and provide a written qualifying score.

The alternate test can be done anytime between the same numerical day during the calendar month before the announced test date and the same numerical day during the calendar month after the announced test date. For example: If the initial fiscal year test date is selected to be July 6th, then the eligible employee can take the initial test at an alternate location at any time between June 6th and August 6th. As an additional example, if the mid-year test date is selected to be January 18th, then the eligible employee can take the mid-year test at an alternate location anytime between December 18th and February 18th.

The employee is responsible for making any and all arrangements for the alternate test and for providing written proof of their qualifying score. If the alternate test cannot be completed on duty time, then the employee will be paid one (1) hour of voluntary overtime.

Those employees who successfully complete the Oregon Physical Abilities Test (ORPAT) course in a time that is considered passing during the first test will receive an incentive bonus of four hundred dollars (\$400). The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an employee fails to pass the ORPAT or chooses not to participate in the first test date, the employee may participate in the second test date. If an employee passes the ORPAT on the second test date, they will receive an incentive bonus of two hundred dollars (\$200) for the fiscal year in which the re-test or test was taken. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an employee who successfully completed the ORPAT course in a time that is considered passing and received the physical fitness incentive bonus during the prior fiscal year cannot participate in the first (July) test date due to an on-the-job injury, they may participate in the second (January) test date. If the employee passes the ORPAT on the second (January) test date, they will receive an incentive bonus of four hundred dollars (\$400) for the fiscal year in which the test was taken. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

For purposes of the Agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City as passing will be the standard used by DPSST on July 1, 2011. This passing standard may be changed by mutual agreement between the Association and the City. All ORPAT testing will be done on duty time, or the employee will be paid one hour of voluntary overtime if the test cannot be completed on duty time.

Employees who seek this incentive but do not meet the minimum ORPAT passing standard as defined in this Agreement will not be deemed “physically unfit for duty.” In addition, an

employee will not be negatively treated by the City, or its supervisors, due to not passing the ORPAT standard as defined in this Agreement.

Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate will not receive discipline or be negatively treated by the City or its supervisors for this choice.

ARTICLE 20 OVERTIME

Section A. Overtime: Overtime means the time an employee is authorized to work, or works in the normal course of carrying out activities incumbent upon the employee, in excess of eight (8) hours in a work day, or forty (40) hours in a work week, or ten (10) hours in a work day or forty (40) hours in a work week for those personnel engaged in the Four-Ten Plan or twelve (12) hours in a work day or in excess of eighty four (84) hours in a two (2) week period for those personnel engaged in a twelve (12) hours Four-On-Three-Off Plan or twelve (12) hours in a work day or in excess of one hundred forty four (144) hours in a 24 day period for those personnel engaged in a twelve (12) hour Four-On-Four-Off schedule with the exceptions of variances in work schedule caused by shift changes, promotions or voluntary changes.

Section B. Overtime Compensation: Compensation for all overtime work shall be at one and one-half (1-1/2) times the employee's established rate of hourly pay. Overtime will be paid in cash provided that, at the option of the employee and in accordance with applicable law, compensatory time shall be granted in lieu of overtime pay. At the option of the employee, they may accumulate up to one hundred (100) hours of compensatory time. Any time in excess of one hundred (100) hours shall be paid in cash in the employee's next paycheck. Employees also may request payment for a specified number of hours of compensatory time to be paid with the regular monthly payroll, provided sufficient funding is budgeted.

Section C. Days Off: The present practice that an employee will not be required to work more than five (5) consecutive days, even during the period of a work schedule change, shall be continued. An employee who works in excess of five (5) consecutive days shall be compensated at the overtime rate until provided at least one (1) day off, except in the case of voluntary shift changes or promotion.

Section D. Section 7(K): The parties agree that the City elected a Fair Labor Standards Act (FLSA,) Section 7(K) work period of twenty-eight days effective May 21, 1990. The election of the twenty-eight (28) day work period for purposes of the FLSA does not change the City's obligation to pay overtime compensation as set forth in this Agreement.

Section E. Pyramiding of Hours: Hours shall not be pyramided for the purpose of compensation. An employee filling in for an employee taking compensatory time off will be paid at the overtime rate and will not be given compensatory time off.

Section F. Voluntary Overtime Work: The Police Department has various overtime shifts and approves and provides policing services to various organizations, agencies and private functions within the City. Police Officers may volunteer to work these shifts or at those events. These hours will be in addition to the normal working hours of the Officers and shall be compensated at the rate of time and one half for the time worked. Call back pay shall not apply to this time, except that if an employee is not notified by 5 p.m. the day before of a cancellation of a voluntary overtime assignment the employee shall receive a call back in the same amount as for a court call back that was not cancelled in time.

Section G. Travel Time: All employees required by the employer to travel outside the corporate limits of the City for training or otherwise shall have all such time considered as hours worked regardless of whether the employee was a passenger or a driver. All employees who request to travel outside the corporate limits of the City for training or otherwise shall have all such time considered as hours worked regardless of whether the employee was a passenger or a driver and will adjust their work schedules to avoid incurring overtime arising from the training.

ARTICLE 21 DUTY CALLBACK/COURT CALLBACK

Section A. Shift Extensions: For purposes of this Article, call back to duty or to court must occur more than one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the callback occur one hour or less before or after the end of the shift, the overtime worked shall be deemed an extension of the shift and shall be compensated as such and not subject to the call back minimums.

Section B. Mandatory Duty Call Back: When required to come back to duty, outside a scheduled shift but on a scheduled work day, the employee will receive time and one half for actual time worked and will be guaranteed a minimum of three (3) hours at time and one half. When required to come to work on a day off (including paid leave approved thirty (30) or more days in advance), a minimum of four (4) hours at time and one half overtime will be guaranteed. Once the duty which the employee is called back for is completed, the employee is free to leave. (Holiday call back is governed by Article 23.)

Section C. Court Call Back in Yamhill County: When called back to court on a day off or without at least forty-eight (48) hours of advance trial notice, the employee will receive time and one half for actual time worked and will be guaranteed a minimum of four (4) hours at time and one half.

An employee shall be considered on call back for court appearance if not notified of cancellation by 5:00 p.m. on the day preceding the date of trial. A minimum of three (3) hours at time and one half will be guaranteed for a scheduled work day and a minimum of four (4) hours at time and one half for scheduled day off.

All notices requiring an employee of this Department to appear in any court or at any hearing shall be routed to the departmental court coordinator.

The court coordinator shall log the required information on the appropriate court schedule, initial and date the appearance form and forward the form to the employee scheduled for appearance.

If an employee receives a notice for appearance that does not have the initials and date required, they will confirm with the court coordinator that the required information is on the court schedule. Failure to do so will make the employee responsible for appearance, and if the court date is canceled, the employee can not apply for overtime or call back pay.

All cancellations of appearance will be routed to the court coordinator for removal of the information from the court schedule.

All employees will be required to confirm their required appearance after 1700 hours the court day before the appearance.

If any cancellation is noted on the court schedule prior to 1700 hours the court day prior to the appearance date, overtime or call back pay shall not apply.

When an employee is scheduled for a Circuit Court Criminal Trial, the employee shall call the after-hours witness number after 6pm the day before the scheduled trial to find out about cancellations. If the cancellation is noted on this recorded witness line, overtime or callback pay shall not apply. If the recorded witness line is not updated or is garbled and unable to be understood, the employee should call an on-duty employee to check if the court calendar has been updated as defined above. Circuit Court Criminal Trials are the only exception to the 5pm rule noted in this section.

For purposes of the court call back minimum, an employee must be requested to appear in court because of the employee's official capacity with the City of McMinnville or a previous law enforcement employer.

Section D. Court Appearances Outside Yamhill County: When required to testify in a court outside of Yamhill County, on a case because of the employee's official capacity with the City of McMinnville or a previous law enforcement employer, during their normal work shifts, employees shall be allowed leave for this purpose at no loss of wages. When an employee is required to testify in a court outside of Yamhill County, on a case because of the employee's official capacity with the City of McMinnville or a previous law enforcement employer, on a holiday or on the employee's regular day off or outside the employee's regular work shift, the employee shall be compensated at time and one-half regular pay for all time involved in such court appearances, including transportation time, or four (4) hours, whichever is more. An employee shall be ineligible for the four (4) hour minimum compensation under this clause if they fail to notify their commanding officer of the court appearance within twenty-four (24) hours of service of notice upon the employee. Lateral officers who have been hired from outside-of-Oregon will not be eligible for overtime for returning to their previous state for court appearances or other legal hearings that are required based on that out-of-state service, but upon request the City will adjust the employee's regular work schedule for the necessary time to travel and to attend such appearances and the employee will be paid at their regular rate of pay during such times. Lateral officers who have been hired from outside-of-Oregon who are required to appear in court or other legal hearings based on that out-of-state service via remote technology (not in-person) will be compensated as an inside Yamhill County appearance (Section C,) if the appearance occurs outside of their normal work schedule.

Section E. Witness Fees: Employees will collect only the witness fees provided for by statute when testifying in court. If fees were collected when the employee is on duty, whether on regular time or overtime, such fees will be turned over to the Department for reimbursement of costs to the City.

Section F. When an employee is called back regarding two or more separate issues pursuant to the provisions in Sections B or C in this Article, the following shall apply:

- If the callback clock times either overlap or are concurrent, the employee will be given time and one-half for continuous time from the beginning of the first callback to the end of the second callback regardless of whether the employee leaves from the first callback and returns for the second callback.
- If the second callback beginning clock time is beyond either the 3 or 4 hour minimum, then a second callback of either 3 or 4 hours shall apply at time and one-half.

Section G. Department/Work Related Meetings/Events: If an employee's attendance is mandatory at a given event, and the event is outside a scheduled work day and outside the shift extensions described in Section A, Duty Call Back shall apply. If an employee's attendance at a work-related event is not mandatory, but the member is invited to attend on a voluntary basis, the member will be compensated at the regular overtime rate for the actual time spent at the event, provided the event is outside a scheduled work day and outside the shift extensions described in Section A, and Duty Call Back shall not apply.

ARTICLE 22 EMPLOYEES' RIGHTS IN USE OF FORCE SITUATIONS

Employees involved in the use of deadly physical force will be advised of their rights and allowed to consult with an attorney (or agent) prior to being required to give an oral or written statement about the use of deadly physical force. The right to consult with an attorney or agent will not unduly delay the giving of the statement or hinder the immediate processing of an ongoing incident.

ARTICLE 23 HOLIDAYS/DISCRETIONARY LEAVE

Section A. Recognized Holidays: The following days shall be recognized as paid holidays:

New Year's Day (January 1st)
Martin Luther King Jr. Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (first Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving (Friday after Thanksgiving)
Christmas Day (December 25th)

Section B. Discretionary leave: Employees shall also receive thirty-six (36) hours of paid discretionary leave time per year.

Section C. Employees required to work on a holiday shall be compensated at their regular day's pay for that day plus time and one-half their regular rate for all hours worked. The parties agree that one and one half (1 ½) times the holiday regular rate for overtime purposes is the same as three and one half (3 ½) times the non-holiday regular rate. See also Article 21, Section B.

Section D. Day Off on a Holiday: Whenever a paid holiday listed in Section A falls during an employee's approved vacation leave, the employee will receive holiday pay (regular pay) in lieu of using vacation leave for that day(s.) Whenever a paid holiday listed in Section A above falls during an employee's scheduled day off, the employee shall be credited with the appropriate number of compensatory hours.

Section E. Discretionary Leave Time: Discretionary leave time shall be scheduled at the mutual convenience of the employee and the Department, consistent with the operational needs of the Department, and may be used in hourly increments. Discretionary leave time must be used during the fiscal year in which the time is earned.

Section F. Non-Sworn and Detective Holidays: When a recognized holiday falls on a weekend, non-sworn employees and sworn employees (non-patrol) normally working Monday through Friday will be given the Monday or Friday adjacent to the holiday off in accordance with the past practice between the parties.

ARTICLE 24 VACATION

Section A. Annual Accrual: After completion of twelve (12) months of continuous employment, employees assigned to twelve (12) hour shifts shall be entitled to the following vacations with pay at their regular rate for any days on which the employees are assigned to twelve (12) hour shifts:

Year 1 through 2 (12-24 months)	84 hours	7.00 hours per month
Year 3 through 4 (25-48 months)	102 hours	8.50 hours per month
Year 5 through 9 (49-108 months)	126 hours	10.50 hours per month
Year 10 through 14 (109-168 months)	152 hours	12.67 hours per month
Year 15 through 20 (169-240 months)	168 hours	14.00 hours per month
Year 21 and thereafter (241 months) and over	210 hours	17.50 hours per month

Employees assigned to any of the non-12-hour shifts shall be entitled to the following vacations with pay at their regular rate:

Year 1 through 2 (12-24 months)	80 hours	6.67 hours per month
Year 3 through 4 (25-48 months)	96 hours	8.00 hours per month
Year 5 through 9 (49-108 months)	120 hours	10.00 hours per month
Year 10 through 14 (109-168 months)	144 hours	12.00 hours per month
Year 15 through 20 (169-240 months)	160 hours	13.33 hours per month
Year 21 and thereafter (241 months) and over	200 hours	16.67 hours per month

Section B. Prior Service with Another Jurisdiction: To establish vacation accrual rates upon hire, prior service in the same or similar type of position will be considered by the Chief, who will grant one-half of the prior years' service credit toward vacation for the employee if the previous position is the same or similar to the employee's new position with the City. Any such credit will be made a part of the employee's personnel record at the time of hiring and may not be awarded at a later date.

Section C. Vacation Draw: Upon approval by the City Manager and the Police Chief, a probationary employee may draw on their vacation leave before becoming eligible to take a vacation. After completing twelve (12) full months of continuous employment, a first year employee will receive twelve (12) months of vacation accrual. If vacation time has been approved in advance by the City Manager and the employee should terminate work for any reason prior to their "employment year" anniversary, the City may withhold compensation from their final paycheck for any such vacation time taken.

Section D. Maximum Accrual: An employee may accrue up to three hundred twenty (320) hours of vacation time. If an employee exceeds that accrual, the employee must bring that accrual down to three hundred twenty (320) hours by the end of the month in which the accrual of over three hundred twenty (320) hours occurred, or the employee will lose the excess vacation time. However, the employee shall not lose accrued vacation time if the employee reasonably

attempted to schedule such accrued vacation time and was denied the use of such vacation time by the City.

Section E. Death, Resignation and Discharge: Whenever an employee dies, resigns, or is discharged, the employee will receive pay or compensation for accrued but unused vacation during the employee's current "employment year" computed pro rata for each full month's employment, but parts of a month shall not be considered in such computation.

Section F. Vacation Schedule: Supervisors shall approve the time when vacations shall be taken and they shall be scheduled in accordance with the operational needs of the Department. Time off for vacations, compensatory time and holidays or any combination thereof shall be granted on a first request-first preference basis.

ARTICLE 25 SICK LEAVE

Section A. Accrued Sick Leave: Accrued sick leave shall be earned for the purpose stated herein by each employee at the following rates, commencing with the first full calendar month of employment.

- 8-hour and 10-hour employees: eight (8) hours for each full calendar month of service
- 12-hour employees: twelve (12) hours for each full calendar month of service

In the event an employee changes from an 8- or 10- hour schedule to a 12- hour schedule, or vice versa, the sick leave accrual change shall be effective the date of the shift change. Sick leave accruals will not be altered for changes in shifts lasting less than one month in duration.

Section B. Utilization for Illness or Injury: Employees may utilize their allowance for sick leave for any reasons required by state (as listed below) or federal law. In such event, the employee shall notify their immediate supervisor or the on-duty supervisor of the absence and the nature and expected length thereof, as early as possible, but always prior to the beginning of their regularly scheduled work shift, unless unable to do so because of the serious nature of the injury, illness, disability, or pregnancy. If a supervisor is unavailable, a message may be left with dispatch.

Sick leave may be used for any of the following reasons and any additional reasons allowed by law:

- To care for the employee or the employee's family member with a mental or physical illness, injury, health condition, need for medical diagnosis, care, treatment, or preventative care;
- To care for an infant or newly adopted child or newly placed foster child under eighteen (18) years of age, completed within twelve (12) months after the birth or adoption of the child;
- To care for a newly adopted or placed foster child over eighteen (18) years of age if the child is incapable of self-care due to mental or physical disability, completed within twelve (12) months after the placement of the child;
- To recover from or seek treatment for a health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position;
- Absences associated with the death of a family member (see Article 26: Bereavement Leave) such as attending a funeral or alternative to a funeral of the family member, making arrangements necessitated by the death of the family member, or grieving the death of the family member;
- Absences related to domestic violence, harassment, sexual assault or stalking for the employee or their family member such as seeking legal or law enforcement assistance, preparing for and participating in a protective order proceeding or other civil or criminal

legal proceedings, seeking medical treatment for or to recover from injuries, obtaining services from a victim services provider, or to relocate or take steps to secure an existing home for health and safety purposes;

- In the event of a public health emergency that results in the closure of the McMinnville Police Department or the school or place of care for the employee's child, by order of a public official.

For the purposes of sick leave, a family member is defined as a spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has an in loco parentis relationship and any other relationship allowed under the law.

Section C. Oregon Paid Family Medical Leave Insurance Program: If the City participates in the Oregon Paid Family Medical Leave Insurance (PFMLI) program, it will apply to all members of the bargaining unit, subject to the following:

- a) Employees will have the choice whether or not to apply for PFMLI leave and benefits.
- b) Upon the request, an employee shall be allowed to utilize their accrued leave (of their own choice) to compensate for the difference between their State-issued PFMLI benefits and their normal rate of pay received from the City.
- c) As allowed by law, employees on PFMLI leave will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were performing their job duties.
- d) Upon request, an employee may utilize their own accrued leave (of their choice) to ensure they maintain their regular rate of pay pending the Employment Department's processing of their claim for PFMLI benefits.
- e) In the event an employee applies and is qualified for PFMLI leave but is denied PFMLI benefits because the PFMLI fund is exhausted, the City agrees to allow an employee to utilize their own accrued leave banks (of their choice) to ensure their regular income.
- f) Any leave used under this section may not be returned to an employee's leave banks.

If the City opts out of the PFMLI program, the parties agree to bargain the effects of the City's alternate program, but the parties agree the members will minimally receive the same benefits under the City's alternate program as are listed above for the PFMLI program.

Section D. Integration with Workers' Compensation:

1. In the event an employee suffers a compensable injury or illness on the job, the compensable injury or illness renders the employee unable to report for and perform any available and appropriate work, and that inability is verified by a doctor, the employee will be compensated as provided in subparagraph 2 below. Should the evidence from the doctor verify that the compensable injury or illness is not sufficient to prevent the employee from reporting for and performing any available and appropriate work, but

should the City have no available and appropriate work under the circumstances, the employee will be compensated as provided in subparagraph 2 below. Should the evidence from the doctor verify that the compensable injury or illness is not sufficient to prevent the employee from reporting for and performing any available and appropriate work, the employee's absence will be deducted from the employee's sick leave.

2. During the first one hundred eighty (180) calendar days, the City will subsidize the difference between the employee's regular wage and the amount paid by the workers' compensation insurance carrier, with no deduction from the employee's accumulated leave time. The City will pay the employee their regular pay check.
3. After the one hundred eighty (180) calendar day period specified above, the City will continue to subsidize the difference between the employee's regular wage and the amount paid to the City by the workers' compensation carrier. The City will pay the employee their regular pay check. The City will deduct one-third of an hour from the employee's accrued leave for each hour absent.
4. Employees receiving workers' compensation benefits will be considered on duty from 8:00 a.m. to 5:00 p.m., Monday through Friday.
5. The City may require the employee to report to a doctor of the City's choosing for verification of injury or illness under this Article.

Section E. Sick Leave Without Pay: Upon application by the employee, sick leave without pay may be granted or renewed by the Employer for up to six (6) months after accrued sick leave, vacation and holiday time have been exhausted. When the employee goes into sick leave without pay status the employee will not accrue benefits. The Employer may require that the employee submit a certificate from a physician periodically during the period of such disability.

Section F. Maximum Sick Leave: The parties agree to implement a Memorandum of Understanding that will allow employees who currently receive the benefit described in this paragraph to continue receiving this benefit; otherwise, the benefit described in this paragraph will cease on January 1, 2023, for employees who are not covered by the MOU: An employee may accrue sick leave up to a maximum of nine hundred sixty (960) hours. After the maximum nine hundred sixty (960) hours of sick leave have been accumulated and the employee has completed ten years of service, an employee will be paid a semi-monthly sick leave benefit equal to the sick leave hours that they would have otherwise accrued pursuant to Section A at their base hourly pay rate. If any sick leave is taken during the month, then no bonus will be paid. Any time an employee's sick leave accumulation drops below the nine hundred sixty (960) hour cap, sick leave will accumulate as it would regularly.

Beginning January 1, 2023, the following applies: There is no maximum number of sick leave hours that may be accrued. Any employee who uses fifty (50) hours or less of sick leave from the beginning of the January pay period and ending with the December pay period will be granted twenty (20) hours added to their compensatory time bank.

Section G. Accrued Sick Leave/Retirement Credit: No compensation for unused sick leave hours will be allowed upon separation from service with the City.

1. An employee retiring from the City under the Public Employees' Retirement System of Oregon (PERS) will have credited to their retirement program, pursuant to the statutes and under the rules and regulations of PERS, all accumulated sick leave up to a maximum of nine hundred sixty (960) hours. The City will notify PERS of the accrued sick leave to which a retired employee is entitled and will provide such proof of accumulation as may be required by PERS.
2. Accrued sick leave hours for Oregon Public Service Retirement Program employees will be governed by the applicable statutes, rules, and regulations.

Section H. Doctor's Certification: The City may require a doctor's certification to substantiate the use of sick leave after three (3) consecutive working days absence. The City will bear the cost of any such certification.

Section I. Misuse of Sick Leave: Fraudulent or deceitful use of sick leave may result in the discipline of the employee involved, including suspension or termination of employment.

Section J. Light Duty: The City agrees in its sole discretion to consider assigning light duty for those employees who are ill or injured. The employee's ability and type of illness or injury as certified by a doctor will be considered. The decision shall not be arbitrary or capricious. The assignment of light duty is subject to the City's operating needs.

Section K. Doctor/Dentist Appointments: Those persons assigned to Light Duty may attend medical treatment during light duty hours without using leave only if the light duty is because of an on-the-job injury, and only those appointments which are directly related to the on-the-job injury.

ARTICLE 26 BEREAVEMENT LEAVE

Section A. Bereavement Leave for employees who are Oregon Family Leave Act (OFLA) qualified: An employee who qualifies for bereavement leave under OFLA will be granted bereavement leave pursuant to the terms provided by OFLA, except they may take bereavement leave coincident with, not strictly subsequent to, the death of the family member. OFLA provides for leave of up to two weeks to deal with the death of a family member by attending a funeral or alternative to a funeral, by making arrangements necessitated by the death of the family member, or by grieving. The first four days of the OFLA covered bereavement leave may be charged to the time code “Bereavement Leave” and not be deducted from any other leaves. All leave must be taken within sixty (60) days of the date the employee receives notice of the death of the family member.

Section B. Bereavement Leave for employees who are not OFLA qualified: An employee who does not qualify for bereavement leave under OFLA will be granted bereavement leave not to exceed four (4) days coincident with the death of a family member. Bereavement leave will not be charged against the employee’s sick leave or vacation time.

Section C. Definition of “family member”: For purposes of this Article, the term “family member” means:

1. The employee’s spouse or domestic partner and
2. The parents, step-parents, grandparents, children, step-children, grandchildren, siblings, foster children, and foster parents of the employee, the employee’s spouse, or the employee’s domestic partner and
3. A person with whom the employee, the employee’s spouse, or the employee’s domestic partner was or is in a relationship of in loco parentis.

Section D. Extension: Upon approval of the Police Chief, an employee may draw upon, at the employee's discretion, their accrued sick leave, vacation, compensatory time, or leave without pay for additional bereavement leave time beyond the time specified in Sections A and B.

ARTICLE 27 MILITARY LEAVE

The City shall provide military leave in accordance with Federal and State law.

ARTICLE 28 MILEAGE

Whenever an employee is authorized to utilize their own vehicle in the performance of their official City duties, compensation shall be at the IRS rate.

ARTICLE 29 RETIREMENT

Section A. Public Employee Retirement System (PERS): During the life of this Agreement, the City will continue to participate in PERS or its successor for eligible employees. The City shall pick up, assume, or pay the employee's contribution required by law to PERS subject to the Oregon Administrative Rules pursuant to PERS statutes.

The City will continue to participate in the sick leave program administered by PERS in accordance with the law.

Section B. Oregon Public Service Retirement Plan Pension Program (OPSRP): During the life of this Agreement, the City will continue to participate in OPSRP or its successor for eligible employees. The City shall pick up, assume, or pay the employee's contribution required by law to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative Rules pursuant to OPSRP statutes.

ARTICLE 30 HEALTH/WELFARE/LIFE/LONG TERM DISABILITY INSURANCE

Section A. Medical, Dental, and Vision Insurance: The City will provide family medical, dental, and vision insurance coverage plan for the members of the bargaining unit and their families. The City will pay 95% of the premium and the employee will pay 5% of the premium. The City will provide Oregon Teamsters Employer Trust (OTET) GW Medical / Dental Plan 6 / Vision Plan 4 (including unsubsidized retiree coverage for the first 36 months of participation which was effective July 1, 2018). The City will provide a VEBA account to cover (fund) the annual cost of the OTET GW deductible rate as established by the OTET Board of Trustee's each calendar year to be paid each January 1. The City will ensure continuation of the current FSA benefit received by Association members. The City will fund a Voluntary Employees' Beneficiary Association (VEBA) account equal to the annual cost of the medical insurance deductible. The City will provide a Flexible Spending Account (FSA) benefit for Association members.

If OTET changes plan benefit levels or discontinues an insurance plan, the City and the Association agree to enter into mid-term bargaining. Both parties acknowledge a mutual obligation to resolve differences. The cost of any replacement plan shall not increase the City's contribution for insurance.

Health insurance will be effective for employees and their dependents on the first day of the first full month of employment. There is no minimum compensable hour requirement for benefits, generally referred to as "first hour eligibility." Compensable hour shall mean all hours of compensation, including payment for accrued leave benefits, and not solely "hours worked."

If an employee is laid off or is on unpaid leave, the City will pay health insurance premiums for the following calendar month. Beyond that time, the employee may elect to continue their health insurance by paying the required premium under the Consolidated Omnibus Budget Reconciliation Act (COBRA.) When an employee terminates their employment with the City, their health insurance will continue through the last day of the calendar month following the date of their termination, and the City will deduct the employee's share of health insurance premiums from their final paycheck. Beyond that time, the employee may elect to continue their health insurance by paying the required premium under COBRA, or it applicable may elect the Oregon Teamsters Employers Trust (OTET) non-Medicare retiree plan, if eligible.

If the City provides to another City employee medical, dental or vision benefits which are better than those provided for herein, the benefits shall be provided to the members of this bargaining unit.

Section B. Life Insurance: The City shall provide a base of \$50,000 of term life insurance coverage for each employee covered by this Agreement. This amount shall be increased to \$100,000 for accidental death.

Section C. Long Term Disability Insurance: The City shall provide long term disability insurance coverage or add an amount equal to the cost of such coverage to each employee's base salary. This coverage shall provide benefits of not less than two thirds (2/3) of the employee's regular salary commencing ninety (90) days after the date of injury or at the time the employee's sick leave is exhausted, whichever occurs later.

ARTICLE 31 DECEASED OFFICER

The family or a family member so designated by an officer killed in the line of duty or dying from injuries sustained in the line of duty shall receive the officer's badge and duty weapon.

The officer's radio call number shall be retired.

ARTICLE 32 EQUIPMENT

Section A. Safety: The City and employees (after appropriate notice) agree to abide by all applicable federal and state safety regulations. Further, the City agrees to establish a reporting and remedial procedure for safety concerns expressed by members of the bargaining unit.

Section B. Equipment: The City agrees to provide employees with required equipment to carry out their duties. The City agrees to repair, replace or reimburse any employee for personal equipment used by the employee during duty hours which was damaged or stolen provided the personal equipment was authorized for repair or replacement. The City's obligation under this Article is limited to no more than \$200.

ARTICLE 33 UNIFORMS

Section A. Uniforms: The City shall provide uniforms for all employees who wear uniforms, to include suitable footwear per current practice. The City shall issue replacement uniforms and footwear when necessary to maintain appearance or function. Employees in the following classifications shall be provided suitable footwear per current practice up to five hundred dollars (\$500.00) every two (2) years (this does not limit replacement of footwear damaged in the line of duty.)

Parking Enforcement Technician
Evidence and Property Technician
Recruit Officer
Officer
Corporal
Sergeant

Section B. Body Armor: Body armor of a quality which meets or exceeds that of presently-issued armor shall be provided by the City. Body armor shall be quality tested or replaced in accordance with manufacturer's specifications. A replacement vest of sufficient quality will be provided during the quality test.

Section C. Detectives' Clothing: Employees newly assigned to the Detective unit will receive a five-hundred-dollar (\$500.00) clothing allowance on the start of the assignment. Should the employee voluntarily leave the Detective unit in the first twelve (12) months of the assignment, they will be required to reimburse the City for the clothing allowance, prorated based on the remaining pay-periods in that twelve (12) month period.

Existing employees in the Detective unit will receive a clothing allowance of twenty-one dollars (\$21.00) per pay period; newly assigned Detectives will begin receiving the pay-period allowance after one year in the assignment. Should the employee leave the Detective unit, the semi-monthly clothing allowance will stop at the end of the pay period in which the assignment ends.

Section D. Cleaning: The City will pay for the cleaning of jackets when special incidents occur in which they are soiled.

ARTICLE 34 FUNDING

Section A. Budget Procedures Recognized: The parties recognize that revenue needed to fund the compensation provided by the Agreement must be approved by established budget procedures and in certain circumstances, by vote of the citizens.

Section B. Budgetary Requests and Limitations: All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City will not reduce the compensation specified in the Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in a bargaining unit covered by an Agreement. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in the Agreement but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE 35 SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held or rendered unlawful and unenforceable by legislation or by final order of any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such legislation or decision shall apply only to the specific article, section or portion thereof directly affected in the legislation or decision. Upon the issuance of such legislation or decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole shall continue without interruption for the term hereof.

ARTICLE 36 TRAUMATIC INCIDENTS

Section A. Directly Involved Employees: In all cases where any employee has been seriously injured, dies, or is directly involved in a traumatic incident while in the performance of their duty, all employees directly involved shall attend a traumatic incident debriefing with a physician/psychologist designated jointly by the Association and the City. Employees directly involved in a traumatic incident and/or involved in the debriefing process shall be placed on Administrative Status. The length of Administrative Status shall be determined by the City and shall not be determined in an arbitrary or capricious manner. Administrative Status shall be defined as: time off for or reassignment without loss of pay or benefits to the employee. The type of Administrative Status will be determined by the City taking into account the type of incident and shall not be determined in an arbitrary or capricious manner.

The term “directly involved” means those employees that had direct involvement in the initial traumatic incident.

Section B. Debriefing: The City shall have the authority to require any other affected employee to attend debriefing and may place the employee on Administrative Status as determined to be appropriate.

Section C. Purpose of Debriefing: The purpose of this debriefing will be to allow the employee(s) to express feelings and to deal with the moral/ethical and/or psychological after effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department in any Department investigation of the incident. The cost of the physician/psychologist’s services will be borne by the City and/or the appropriate insurance carrier of those services provided.

ARTICLE 37 MOONLIGHTING

No employee shall be allowed to perform formal secondary employment without permission of the Chief. The Chief shall not be arbitrary or capricious in making their decision. Denial of such permission shall be based upon the detrimental effect or potential detrimental effect that the secondary employment would have on the employee's work performance.

ARTICLE 38 SOCIAL MEDIA and FREEDOM OF SPEECH

Section 1. Regarding protections of the U.S. and Oregon Constitutions, the City will no policies that violate any member’s rights of freedom of speech, freedom of expression, or freedom of association.

Section 2. As used in this Article, “personal social media account” means a social media account that is used by an employee or applicant exclusively for personal purposes unrelated to the performance of their duties on behalf of the City and that is not provided by, nor paid for by, the City.

“Social media” means an electronic medium that allows users to create, share and view user-generated content including, but not limited to, uploading or downloading videos, still photographs, blogs, video blogs, podcasts, instant messages, electronic mail, or Internet website profiles or locations.

The City will not require:

- Employees establish, maintain, or change a personal social media account;
- Employees to provide the City with login information (or any method of access) for any personal social media account;
- Employees to follow, add, or otherwise engage with any social media account.
- Absent an investigation into an employee as set forth in this Article, the City may not request or demand access to that employee’s private social media account from anyone else who has been allowed by that employee to access that employee’s private social media account.

The City may:

- Access an employee’s social media account(s) or personal website on the same terms and conditions as any other third party;
- Investigate credible allegations of violations of City policies or procedures, local, state, or federal law that occur on social media, in the event that the City receives credible and specific information (including details as to the date range and nature of the post) that an employee has posted something on social media, regardless of format (comment, photo, video, image, etc.) The City will not investigate an employee’s personal social media accounts based upon generalized complaints about the employee’s alleged demeanor, character, viewpoints or associations – e.g. that an employee is biased against one ore more individuals based on a legally protected characteristic, is a “bad” officer, or the like. Similarly, the City will not investigate an employee’s personal social media accounts based on complaints that, if taken at face value as being truthful and accurate, would not violate City policies or procedures or local, state, or federal law.

During the investigation the employee may be directed to provide access to their social media account(s) in a private interview. Any social media access during an investigation will be removed from the computer used during the investigation however the City may print or save images from the social media account(s).

ARTICLE 39 TERM OF AGREEMENT

Section A. Term:

This Agreement shall become effective when it has been fully executed or on July 1, 2022, whichever is later; for employees who are active at the time of ratification, all compensation (at each employee's regular rate-of-pay including all other moneys earned such as incentives, etc.) will be paid retroactive to July 1, 2022.

The parties additionally agree to incorporate five side-agreements into the CBA, which will be attached to the end of the CBA. The side-agreements are regarding PERS Retirees Working Back (August 2021,) Voluntary Wellness Check-Up (July 2020,) Court-Certified Language Incentive (August 2020,) Interim Manager Positions (March 2022,) and Sick Leave Incentive (pending 2022).

This Agreement shall continue in full force and effect until June 30, 2025. The Agreement shall be automatically renewed from year to year, thereafter, unless either party notifies the other in writing no later than January 15 of the year of expiration it intends to modify the agreement. This agreement shall remain in full force and effect during negotiations for a successor agreement.

DATED this _____ day of _____, 20_____

CITY OF MCMINNVILLE

MCMINNVILLE POLICE ASSOCIATION

Jeff Towery
City Manager

Joshua Sheets
President

Matt Scales
Police Chief

Evan Burt
Vice President

Approved as to Form

Marci Peters
Secretary/Treasurer

Leslie Sloy
Teamsters Local 223 Secretary-Treasurer

Michael Mann
Teamsters Local 223 Labor Representative

HOLD FOR SALARY TABLE

Appendix B Job Families

For the purposes of Article 16, Section B, the following are job families. Bumping between regular budgeted, full time employees, may occur within these families:

Administrative Job Family

- Community Support Coordinator/Community Service Officer
- Evidence and Property Technician/Parking Enforcement
- Records Specialist

Operational Job Family

- Sergeant
- Corporal
- Officer
- Recruit

MEMORANDUM OF UNDERSTANDING: PERS-RETIRED MEMBERS

BETWEEN
MCMINNVILLE POLICE ASSOCIATION
AND
THE CITY OF MCMINNVILLE

This Memorandum of Understanding is entered into by the City of McMinnville, a political subdivision of the State of Oregon ("the City") and the McMinnville Police Association (affiliated with Teamsters Local Union No. 223) ("the Association"). The City and the Association are parties to a Collective Bargaining Agreement ("CBA"). The parties hereby enter into this Memorandum of Understanding to address a specific labor matter (re-employment of PERS-retired employees). The MOU will be effective upon signing by both parties and these changes are incorporated into the CBA.

There have been legislative changes to the Oregon Public Employees Retirement System (PERS) under Senate Bill 1049 which allow eligible retirees to work after retirement without hourly limits. The City and the Association have a mutual interest in assisting highly experienced employees' transition to retirement under PERS while providing the City with the ability to plan for position succession more effectively within the Police Department. The parties hereby agree:

In addition to the employees listed under Article 1, Section A, the City also recognizes the Association as the sole and exclusive bargaining agent for all bargaining unit employees listed under Article 1, Section A, who retire under the rules of PERS and who are immediately re-employed by the police department after their retirement. Such employees are limited duration employees (by agreement and by law) but remain bargaining unit members who are fully covered under the collective bargaining agreement except for any specific terms and conditions that are modified by this MOU.

The City may offer members of the bargaining unit the opportunity to be re-employed effective immediately upon their retirement consistent with the law and under the rules of PERS. "Immediately" is defined as the next day following their retirement; there will be no break in service. PERS retirees who are re-employed under this MOU are not new employees, are not subject to testing or hiring requirements, and do not serve a probationary period.

A member who is eligible to retire under the rules of PERS must make a written request to the Chief of Police to be initially re-employed for up to one year. Reemployment of retirees is solely at the City's discretion and is available to employees in good standing. The City may choose not to reemploy a retiree for any reason and employees who chose to retire should have no expectation of continued employment with the City. Reemployment of the retirees is subject to approval by the City Manager, Human Resources Manager, and the Chief of Police who is the final approving authority and will make such offers of re-employment on a case-by-case basis. The Chief of Police or Designee will notify the Association President when a retired member is re-employed and the expected duration of thereof.

The Chief shall determine, at his or her discretion, whether to grant the employee's request and will also determine the duration of re-employment. Within 60 days of the expiration of the initial re-employment period, a member may make a written request to continue re-employment for up to one additional year under this program. In any event, such continued post-retirement employment will end at the very latest on December 31, 2024 or after two years of re-employment, whichever occurs first.

Retired members will maintain the job classification/position they held prior to their PERS retirement at their most recent rate of pay and will retain any pre-retirement specialty assignment for the duration of the specialty assignment and/or duration of employment, whichever ends first. The parties agree that if the retired member is assigned to a position other than what they previously held, the City shall set the appropriate pay rate based on the responsibilities assigned and consistent with all provisions of the CBA. Retired members will be granted all increases in wages and benefits provided under the CBA during their re-employment.

Upon PERS retirement, all leave balances (such as vacation, holiday, and comp time) will be paid out in accordance with city personnel practices upon an employee retirement.

The following modifications are made regarding PERS-retirees under the listed specific Articles:

- a. Article 16 – Seniority, Lay-Off, and Recall: Retired members will maintain their pre-retirement seniority. However, should layoffs become necessary, retired members will be the first employees dismissed (laid off) before regular employees.
- b. Article 20 – Overtime: Retired members will be the last employees eligible for overtime opportunities based on their assignment; they will also be the last employees eligible for shift coverage overtime consideration based on their shift. If there is more than one retired member eligible for overtime, seniority will prevail.
- c. Article 24 – Vacation: The first day of re-employment after PERS retirement, the balances of vacation, comp and holiday hours will be zero (after any cash-outs) and going forward, the retired members will accrue vacation hours at the rate matching their accrual rate prior to their retirement and will be eligible to increase accrual rates based on their years of service prior to their retirement.
- d. Article 25 - Sick Leave: Upon PERS retirement, the City shall report the member's sick leave balance to PERS (if eligible) per Article 29 and the member's sick leave balance will be zero. The first day of re-employment after PERS retirement, the retired member will be granted 40 hours of sick leave and then will accrue sick leave hours at the normal rate as listed under Article 25.
- e. Article 29 – Retirement: By virtue of the member's retirement from PERS, the City shall cease to make PERS contributions on their behalf.

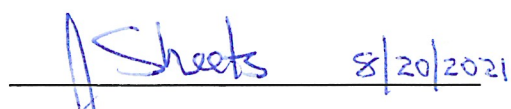
This agreement shall be effective upon execution by the parties and remain in effect through December 31, 2024, unless superseded by the next CBA between the parties or by termination by mutual written agreement.

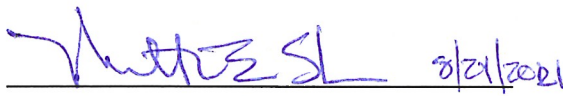
IT IS AGREED 24 day of August 2021.

For the City of McMinnville and the McMinnville Police Department:


Jeff Towery, City Manager

For the McMinnville Police Association and Teamsters #223:


Josh Sheets, MPA President


Matt Scales, Chief of Police


Michael Mann, Teamsters Representative

MEMORANDUM OF UNDERSTANDING VOLUNTARY WELLNESS CHECK-UP

BETWEEN
MCMINNVILLE POLICE ASSOCIATION
AND
THE CITY OF MCMINNVILLE

In the interest of promoting mental wellness and the overall wellbeing of employees, the McMinnville Police Department and the McMinnville Police Association, represented by Teamsters Local 223, have entered into an agreement to provide voluntary mental health wellness checks for all bargaining unit members.

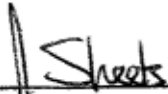
The purpose of this check-up is to help the employee identify any potential issues and give them tools with which they can nurture their own mental health. The Department will work with a qualified mental health provider who works extensively with law enforcement personnel, and is affiliated with Responder Life, our Peer Support liaison.


The information shared during these visits is between the employee and the care provider only and the protections of doctor/patient confidentiality will apply. The only information the City will receive is the bill from the visit, no employee information will be provided to the City to protect employee privacy. Any follow-up regarding the consultation or recommendations made by the provider for further care or treatment will be the employee's responsibility. The Department will only pay for the one check-up visit per year.

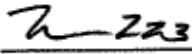
Complying with any recommendations made by the provider is completely voluntary on behalf of the employee. The Department will not seek to obtain information regarding the results of the consultation or any recommendations, unless the employee relies on the consultation or recommendations to request accommodation or obtain an employment right or benefit directly related to the consultation or recommendation (except for the use of leave from member's accrued leave banks).

Because this program is voluntary and is predominantly for the employee's benefit, the time spent during consultations will not be paid by the City as work hours. Employees should make every effort to schedule these appointments outside of regular work hours, but an employee may use their own leave time (of the employee's choice, including sick leave) to attend consistent with the leave approval process and such leave will be considered time worked.

This MOU will exist based on the City of McMinnville's ability to fund this program on an annual basis which may change from year to year.

 7/08/2020
Date
Josh Sheets
MPA Representative

 7/7/2020
Date
Matt Scales
Chief of Police

 07/02/2020
Date
Michael Mann
Teamsters Local 223 Representative

MEMORANDUM OF UNDERSTANDING
COURT-CERTIFIED LANGUAGE INCENTIVE

BETWEEN
THE MCMINNVILLE POLICE ASSOCIATION
AND
THE CITY OF MCMINNVILLE

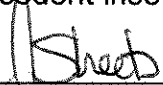
This Memorandum of Understanding is entered into by the City of McMinnville, a political subdivision of the State of Oregon ("the City") and the McMinnville Police Association/Teamsters Local Union No. 223 ("the Union"). The City and the Union are parties to a Collective Bargaining Agreement ("CBA"). The parties hereby enter into this Memorandum of Understanding to address a specific issue (application of the Court-Certified Language Incentive). The MOU will be effective upon signing by both parties and these changes are incorporated into the CBA.

CBA Article 19, Section G.6 (h) states "An employee will receive the 10.0% bilingual incentive pay once the employee has demonstrated to the City that they can communicate in a court-certified proficiency level. The employee must be able to demonstrate every two (2) years they can maintain 'court-certification' fluency in Spanish." The contract also states: "An employee shall begin receiving incentive pay on the first day of the next pay period following notification to the Chief of Police of the achievement for which the incentive pay is to be given."

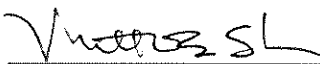
The City is exploring testing options for determining proficiency, including possibly contracting with an outside testing company.

The parties agree that the Union will be involved in developing and approving the testing process for bilingual certification at two levels, as discussed in Article 19. The process must meet the needs of the City and must meet the spirit of the negotiated language. The parties agree that members currently receiving the 5% language incentive will continue to receive that incentive while the new testing process is being developed, implemented, and administered; those who pass the new testing process will see no break in incentives being paid.


The parties agree that one bargaining unit member, Detective Hugo Cerda, has been accepted by the Yamhill County Circuit Court as having demonstrated proficiency in Spanish bilingual communication skills. This determination is supported by a letter from the Yamhill County District Attorney's Office (written by DDA Alisa Ray) and by the fact that Detective Cerda has used his bilingual skills in complex investigations. The parties agree that Detective Cerda will receive the 10% language incentive, which will be paid retroactively to July 1, 2019 and will be on-going until the new testing process is developed, implemented and administered; subject to passing the new test, there will be no break in the incentive being paid. This MOU does not establish past practice or set a precedent insofar as a letter from a DDA serving as proof of language proficiency.



Josh Sheets 8/31/2020
MPA President Date



Matt Scales 8/28/2020
Chief of Police Date



Michael Mann 08262020
Teamsters Local 223 Representative Date



Kylie Bayer 8-28-2020
Human Resource Manager Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the City of McMinnville, a political subdivision of the State of Oregon ("City") and the McMinnville Police Association / Affiliated with Teamsters Local Union No. 223 ("Association"). The City and the Association are parties to a Collective Bargaining Agreement ("CBA"). The parties hereby enter into this Memorandum of Understanding to address a specific issue (members serving as interim managers). The MOU will be effective upon signing by both parties and these changes are incorporated into the CBA.


The City and the Association agree to the following:

Bargaining unit members may voluntarily serve in interim management positions; the selection will be at the discretion of the Chief of Police.

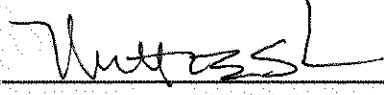
Any bargaining unit member who serves in such a capacity will remain a member of the bargaining unit and will retain all rights and privileges under the CBA with the exception of modifications to wages, overtime and scheduling, to wit: the member will be paid increased wages (Article 19) at a step on the salary range of the interim position at least five percent above their regular rate of pay (the regular rate includes all pay enhancements such as certifications, incentives, etc.) and additionally be paid any necessary amount to account for any anticipated loss in overtime pay and callback pay; the member will not be eligible for overtime (Article 20) or callback pay (Article 21); the member waives the right to a seven day shift change notice (Article 18, Section D). All other rights and privileges will be retained including, but are not limited to and used as examples, the accumulation of seniority, health insurance, and the grievance procedure.

Members so assigned may return or be returned to the member's previous position without loss of seniority or without discredit of any kind. While in the assignment, the member shall perform the functions of the management position but may not impose economic discipline and may not be involved in labor negotiations with the MPA. As an interim manager, a bargaining unit member will have management duties that are not typically assigned to represented employees and will have access to files and other information which would not typically be accessible by represented employees. Any such information that is confidential shall remain confidential both during and after service in the interim position.


If a member in such an interim position faces the possibility of disciplinary action, the member retains the job protections and grievance rights under the CBA. Interim appointments may not exceed six months and the employee will be returned to their previous position upon completion of the interim assignment. City shall not assign more than two members to interim management positions at one time.

 3/01/22

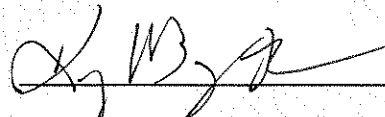
Josh Sheets Date
MPA President

 3/1/2022

Matt Scales Date
Chief of Police

 223 02282022

Michael Mann Date
Teamsters Local 223 Representative

 3/1/22

Kylie Bayer Date
Human Resource Manager