

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 28, 2014, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Council will meet in **Executive Session at 6:30 PM**, in the City Manager's office under authority of ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Recognition of Utility Services Technician Mike Batty's 30 years of service to the City.

E. Oral Requests and Communications from the audience - Public Comments on non-agenda items – 5 minute limit per person.*

F. Staff Reports

1. Direction concerning the City's Member Agency Contribution Pledge for Runway Safety Area Improvements at Del Norte County Airport. [City Manager, pg. 2]
 - a. Border Coast Regional Airport Authority letter dated April 9, 2014 [pg.4]
 - b. Member Agency Contribution Pledge [pg. 6]
2. Authorization for the City Manager to execute the Collective Bargaining Agreement with the Teamsters Local 223 General Unit. [City Manager, pg. 10]
 - a. Proposed agreement [pg. 12]
3. Authorization for the City Manager to execute the Collective Bargaining Agreement with the Teamsters Local 223 Police Unit. [City Manager, pg. 34]
 - a. Proposed agreement [pg. 35]
4. Approval of Management Compensation Plan. [City Manager, pg. 58]
 - a. Management Compensation Plan [pg. 59]

G. Consent Calendar

1. Approve Council minutes for April 14, 2014. [pg. 80]
2. Approve Liquor License Application for Vista Pub, 1009 Chetco Avenue. [pg. 83]
3. Accept March 2014 Vouchers in the amount of \$198,086.54. [pg. 85]

H. Remarks from Mayor and Councilors

I. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least ten days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 28, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Funding Pledge for Runway Safety Area Improvements at Del Norte County Regional Airport

Recommended Motion:

Discussion and direction to the City's BCRAA representative and staff concerning the Member Agency Contribution Pledge to the Border Coast Regional Airport Authority in Support of Runway Safety Area Improvements.

Financial Impact:

Potential \$20,000 annual payment for five years.

Background/Discussion:

The City of Brookings is a member of the Border Coast Regional airport Authority (BCRAA). Other members are the City of Crescent City, Curry County, Del Norte County, Smith River Rancheria and Elk Valley Rancheria. BCRAA was formed to operate and manage the Del Norte County Regional Airport and to improve airport facilities and services.

The first major project being pursued by the BCRAA is to make federally-mandated runway safety area improvements. The Federal Aviation Administration has agreed to fund 95 per cent of the cost of the project, which includes runway safety improvements and the acquisition of replacement wetlands. The estimated project cost is \$16-20 million, and local matching funds are expected to range from \$800,000 to \$1.8 million. The local match is dependent upon the final cost of the project, additional pre-bid environmental work required by the permitting agencies and a determination by the FAA as to whether certain elements of the project are eligible for federal funding.

BCRAA is pursuing other sources of funding for the local match, including a \$500,000 grant from the California Natural Resources Agency. The City of Brookings has also applied for a \$400,000 grant from the ConnectOregon V program, which is likely to be approved. Note that BCRAA staff prepared the grant application.

The Del Norte County Board of Supervisors has agreed to provide a \$1.8 million line of credit for the local match. BCRAA is now requesting that each of the six participating agencies pledge an annual monetary contribution of \$20,000 for each of the next five years. Even though they have agreed to provide a \$1.8 million loan to BCRAA, Del Norte County Board of Supervisors undertand that they will also make the \$20,000 annual commitment.

According to Jeanine Galatioto, who is managing the financial program for this project, the pledge agreements could be revised to reduce the annual payment amounts or shorten the payment terms. The agreement also provides that in any given year a member may opt-out of the contribution.

The City Council had earlier discussed the concept that, if the City was successful in securing the ConnectOregon grant, this would satisfy the City's obligation for this project.

The runway safety area project is essential to assure the continued operation of the Del Norte County Airport. The project must be completed by December 15, 2015. It has taken almost five years and \$2.0 million to secure a California Coastal Development Permit, U.S. Army Corps of Engineers Permit and other approvals for this project. The entire cost of this project to date has been borne by BCRAA and Del Norte County (with a small ConnectOregon grant for preliminary environmental work two years ago) which also subsidizes the airport operation by over \$260,000 annually.

The City could approve the \$20,000 annual pledge on the condition that the contribution pledge agreement would contain a provision whereby the amount of the pledge would be modified in the event the ConnectOregon V and other grant funding is received; and that the City's pledge would not be increased as a result of any other member agency's failure to participate in the project.

Other than Del Norte County, no other BCRAA member has yet acted on this request. The next BCRAA meeting is scheduled for May 8. Staff recommends that the City Council discuss the proposed Agreement and instruct its BCRAA representative and the City Manager to discuss the possible modification of the Agreement to include a possible reduction of the Brookings pledge amount, or using the CO-V grant as satisfying the City's participation, or restructuring the agreement to provide for a lowering of the pledge amount and payment duration in the event grant funding sources are secured.

Attachment(s):

- a. BCRAA letter dated April 9, 2014.
- b. Member Agency Contribution Pledge.

BORDER COAST REGIONAL AIRPORT AUTHORITY



150 Dale Rupert Road
Crescent City, CA 95531

Telephone: (707) 464-1200
Fax: (707) 464-1023

April 9, 2014

City of Brookings
Ron Hedenskog, Mayor
Gary Milliman, City Manager
898 Elk Dr.
Brookings, OR 97415

Dear Mayor Hedenskog and City Manager Milliman,

Attached for presentation and approval by Brookings City Council is **Member Agency Contribution Pledge to the Border Coast Regional Airport Authority in Support of Runway Safety Area Improvements.**

The member agency contribution pledge and agreement is made by and between the Border Coast Airport Authority and the City of Brookings whereby City of Brookings pledges to Border Coast Regional Airport Authority (BCRAA) an annual monetary contribution of \$20,000 for each of the next five fiscal years beginning with fiscal year 2014/2015. For any particular fiscal year, a member entity may opt-out of the contribution by an affirmative vote of the legislative body to not fund this pledge for the upcoming fiscal year. City of Brookings is not accepting any liabilities for the loan by signing the agreement.

BCRAA obligates to use the funds received under the Agreement for debt service payments to the County of Del Norte. The County of Del Norte has agreed to an interim loan of \$1.8 million to BCRAA to fund Runway Safety Area Improvements. BCRAA, not its members, will be solely responsible for repaying the County of Del Norte.

The Federal Aviation Administration (FAA) has financially programmed the Runway Safety Area(s) (RSA) project for both year 2014 and 2015. The entire project costs are estimated at \$20 million. Local matching funds for the RSA project are expected to be up to \$1.8 million. All current BCRAA revenues are allocated to on-going maintenance and operations of the airport. In order to continue current operations and complete required RSA(s) improvements, additional revenues to match FAA funding is necessary. BCRAA member contributions for repayment of an interim loan from the County of Del Norte are necessary to meet loan payment obligations. Airport staff will continue to seek and apply for applicable grant funds to offset local match requirements.

Runway Safety Area improvements have been identified as necessary to meet current Federal Aviation Administration design standards as required by the 2006 Department of Transportation Appropriations Act (P.L. 109-115). The Airport could lose its federal certification to operate as a commercial facility if runway safety areas are not brought into compliance by December 31,

2015 thus terminating passenger airline service. The project includes both the physical improvements to the Runway Safety Areas as well as the mitigation required by law due to impact on wetlands. This project improves the safety and capacity of an existing critical transportation link. Residents and businesses rely on the airport to access medical services, business markets and personal services available in metropolitan areas and to connect with national and international commercial air service. Users of the airport are equally split between Del Norte and Curry County. Tourists use the airport for access to the region's visitor amenities, including parks, recreation and commercial fishing, art and cultural events. The airport provides a critical link to advanced medical services, healthcare and emergency services. Approximately 45-55 jobs are directly dependent on the continued operation of the airport. Past experience has demonstrated that significant money will be pumped into the local economy through the procurement of goods and services by project construction firms and the labor force. Project managers have estimated that project construction should pump more than a \$1 million of new money into the local economy. Loss of commercial air service will result in significant economic harm to Del Norte and Curry County residents, businesses, and governmental entities.

Your consideration and approval is greatly appreciated.

Sincerely,



Jeannine Galatioto

Border Coast Regional Airport Authority Representative

**MEMBER AGENCY CONTRIBUTION PLEDGE
TO THE BORDER COAST REGIONAL AIRPORT AUTHORITY
IN SUPPORT OF RUNWAY SAFETY AREA IMPROVEMENTS**

This member agency contribution pledge and agreement (“Agreement”) is made by and between the Border Coast Regional Airport Authority, a joint powers authority created under California Government Code Section 6500 et seq. (“BCRAA”), and City of Brookings, a “municipal corporation”, and a member agency of BCRAA (“MEMBER”), whereby MEMBER pledges an annual monetary contribution to BCRAA and BCRAA covenants to use such contribution for the purposes stated herein.

RECITALS

- A. The Border Coast Regional Airport Authority is a joint powers authority that was formed in 2007 under the laws of the State of California.
- B. The joint powers authority currently has six member agencies, including two from California, two from Oregon, and two federally-recognized Indian tribes.
- C. The purpose of this particular joint powers authority is to manage and operate the only commercial service airport in the region, Del Norte County Regional Airport, Jack McNamara Field (“Airport”).
- D. Certain Runway Safety Area (“RSA”) improvements have been identified as necessary to meet current Federal Aviation Administration design standards as required by the 2006 Department of Transportation Appropriations Act (P.L. 109-115).
- E. If the Airport’s runway safety areas are not brought into compliance by December 31, 2015, the Airport could lose its federal certification to operate as a commercial facility and thus terminating passenger airline service.
- F. The loss of commercial air service will result in significant economic harm to Del Norte and Curry County residents, businesses, and governmental entities.
- G. The RSA Improvement Project (“Project”) includes both the physical improvements to the RSA’s as well as the mitigation required by law due to the Project’s impact on wetlands.
- H. The County of Del Norte, owner of the Airport, has agreed to loan up to \$1.8 million to BCRAA (the “Loan”) to fund the Project while BCRAA seeks additional funding sources.
- I. BCRAA, and not its members, will be solely responsible for repaying the County of Del Norte.
- J. BCRAA is currently asking each member agency to pledge an annual contribution of \$20,000 for each of the next five fiscal years beginning with fiscal year 2014/2015.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree to the following terms and conditions.

1. RECITALS. The recitals contained in this Agreement are the basis for
2. TERM OF COMMITMENT. This commitment to pledge funds is for five (5) fiscal years commencing with fiscal year 2014/2015.
3. MEMBER PLEDGE. MEMBER hereby pledges to contribute \$20,000.00 to BCRAA each fiscal year for the next five (5) fiscal years beginning with fiscal year 2014/2015 (the "Pledge").
 - 3.1. DATE OF PAYMENT. Each annual contribution of MEMBER must be delivered to BCRAA on or before December 1st of each year, beginning in the year 2014.
 - 3.2. OPT-OUT CLAUSE. For any particular fiscal year, MEMBER may opt-out of this Pledge by an affirmative vote of the legislative body to not fund this Pledge for the upcoming fiscal year. Written notice of the MEMBER's decision to not fund this Pledge must be delivered to BCRAA as soon as practicable and in no event later than June 1st prior to the beginning of the fiscal year affected thereby. The decision by MEMBER to not fund this Pledge must be made on an annual basis.
4. NON-LIABILITY FOR LOAN. The Loan to BCRAA from Del Norte County is anticipated to be \$1,800,000.00. BCRAA, and not its member agencies, will be solely responsible for the repayment of the Loan. MEMBER is not accepting any liability for the Loan, or any part thereof, by signing this Agreement.
5. BCRAA OBLIGATION. BCRAA is hereby obligated to use the funds received under this Agreement from MEMBER for debt service payments to the County of Del Norte for the Loan, which will be used to fund the RSA Improvement Project. The funds received under this Agreement cannot be used for any other purpose or project.
6. GENERAL PROVISIONS.
 - 6.1. NOTICE. Each party may serve any written notice required or necessary under the provisions of this Agreement by personal delivery to the principal office of the party or by sending the notice certified, return receipt requested, postage prepaid and depositing the notice with the US Postal Service. Service of the notice will be

deemed received on the date of personal delivery or three (3) days after deposit with the US Postal Service. Either party may change its address for receipt of notices by providing the other party notice as provided in this paragraph. Each party's address for service is as follows:

BCRAA:

Border Coast Regional Airport Authority
Attn: Airport Director
150 Dale Rupert Rd.
Crescent City, CA 95531

MEMBER:

City of Brookings
Attn: City Manager
898 Elk Dr.
Brookings, OR 97415

- 6.2. INDEMNIFICATION. BCRAA will indemnify and hold MEMBER harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising from any claim that MEMBER is some way responsible for the repayment of the Loan or any future funding mechanism utilized by BCRAA for the Project.
- 6.3. MODIFICATION. Any amendment or modification of this Agreement is not valid unless made in writing and signed by both parties.
- 6.4. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement.
- 6.5. GOVERNING LAW. This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any legal action or proceeding brought to enforce or interpret the terms of this Agreement or to adjudicate any claims by the parties arising from their respective obligations under this Agreement must be brought in Del Norte County Superior Court.
- 6.6. SEVERABILITY. If any provision, clause, or term of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will continue in full force and effect.
- 6.7. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to the subject matter contained herein. All previous drafts, negotiations, and oral agreements and understandings are superseded hereby.
- 6.8. EXECUTION. Each party hereto represents and covenants that it has duly authorized the execution of this Agreement and that the signatory hereto has authority to sign on behalf of that party.
- 6.9. EFFECTIVE DATE. This Agreement will be effective as of the date executed by MEMBER.

WHEREFORE, the parties hereto agree to the terms and conditions contained herein and have caused this Agreement to be executed on the date last written below.

BORDER COAST REGIONAL AIRPORT AUTHORITY

By: David Finigan
Title: Chair

Date

ATTEST:

By: Susan Daugherty
Title: Clerk of the Board

City of Brookings

By: Ron Hedenskog
Title: Mayor

Date

ATTEST:

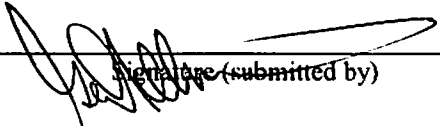
By: Joyce Heffington
Title: City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 28, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Collective Bargaining Agreement with Teamsters Local 223 General Unit

Recommended Motion:

Motion to authorize the City Manager to execute the City of Brookings (General) and Teamsters Local Union No. 223 Collective Bargaining Agreement for the period July 1, 2014-June 30, 2017

Background/Discussion:

The current collective bargaining agreement between the City and Teamsters Local 223 representing public works and non-management City Hall employees expires June 30, 2014. A management committee consisting of the City Manager, Public Works/Development Services Director and Finance/Human Resources Director have met on several occasions with union representatives to negotiate a new Agreement. The major elements of the proposed new agreement are:

1. The term of the agreement would be for three years.
2. A cost of living salary increase each July 1 based upon the actual CPI-W, February-February with a minimum 1.0 per cent and a maximum 3.0 per cent. For this coming July 1, the COLA would be 1.0 per cent (see attached).
3. Increases State Certification bonus pay from 2.5 per cent for an Intermediate DPSST Certificate to 3.0 per cent.
4. Allows employee to use paid sick leave for a family illness of up to three days so long as the employee has 300 hours of accumulated sick leave; a reduction from the current 480 hour threshold. This will allow more employees to use sick leave instead of vacation leave or unpaid leave for family illnesses.
5. Changes in the dates upon which the City makes contributions to the employee health savings account; no change in the amount of contribution.
6. Enacts an entirely new Certificate pay program as proposed by management. Additional compensation can be obtained by completing cross training and securing various state certifications in water, wastewater, backflow, equipment operation and other skills benefitting the City.

7. Consolidates all Utility Workers in one job classification. This will result in three employees receiving a 5.0 salary increase.
8. Increases standby pay from 1.5 to 2.0 hours per day. Increases standby pay on holidays from 3.0 to 4.0 hours, but provides for standby pay of 2.0 hours if the employee on standby is also assigned to work a regular shift on a holiday.
9. Provides that employees responding to a call back to work within 30 minutes of responding to an earlier call back do not receive the 2.0 hour minimum for the second call.

Attachment(s):

- a. Proposed Agreement

CITY OF BROOKINGS (GENERAL EMPLOYEES)

AND

TEAMSTERS LOCAL UNION NO. 223

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2014 - JUNE 30, 2017

UNION NEGOTIATING TEAM

Brent Jensen, Chief Negotiator
Tim Rettke, Lead Utility Worker
Jordan Fanning, GIS Technician

CITY NEGOTIATING TEAM

Gary Milliman, City Manager
Janell Howard, Finance and Human Resource Director
Loree Pryce, Public Works and Development Director

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PREAMBLE

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Teamster's Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon herein called "Union" for the purpose of establishing wages, hours and other conditions of employment for employees within the bargaining unit of the City of Brookings General Employees.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The City recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for all regular employees of the City of Brookings who work 20 hours or more per week, excluding employees covered by the Brookings Police bargaining agreement, all supervisory and confidential employees as defined by ORS 243.650(6) and (23), seasonal and temporary employees (hired for a limited period of time not to exceed six (6) consecutive months in a twelve (12) month period)

ARTICLE 2 - NON-DISCRIMINATION

2.1 Non-Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, union membership or disability. However, the City reserves the right to prescribe lawful bona fide occupational requirements. The Union and the City share the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

2.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male or female gender is used it shall be construed to include both male and female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Union are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Union with respect to the exercise of its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

ARTICLE 4 - PERSONNEL MANUAL

4.1 Manual. The City will provide each employee and the Union with a copy of City's Personnel Policies. These will be kept updated and provided to the employees and the Union by the City.

ARTICLE 5 - UNION SECURITY

5.1 Fair Share. All employees covered by this Agreement shall, within thirty (30) days from date of employment, either; (1) become and remain members of the Union; or (2) tender to the Union their fair

share of the cost of negotiating and administering the labor agreement in good dues standing, except as otherwise noted in this Article.

5.2 Religious Objection. Employees objecting to Union membership based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall not be required to join the Union as a condition of employment or to enter into a fair share agreement. Such an employee shall pay an amount of money equivalent to the regular dues and initiation fees and assessments to a non-religious charity mutually agreed upon by the employees and the Union. The employee shall furnish written proof to the City and the Union that this requirement is met each month.

5.3 Check Off. The City, when so authorized and directed in writing by an employee on an authorization form provided by the Union, will make payroll deductions for Union dues and initiation fee. If the employee has not joined the Union within the required time, the fair share amount shall be deducted from the employee's pay check and paid the Union. The City shall deduct such dues, initiation fees and fair share amounts as certified by the Union from the first salary check each month and forward to the Union within ten (10) calendar days.

5.4 Hold Harmless. The Union agrees to indemnify, defend, and hold the City harmless in the event of any suit or claim against the City arising from the City's compliance with provisions of this Article, so long as the City makes timely compliance with all lawful requests of the Union in the execution of these provisions.

5.5 New Hires. The City will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the new employee's name, position title, social security number and mailing address.

ARTICLE 6 - WAGES

6.1 Wages. Wages shall be in accordance with the wage schedules as set forth in Schedule "A", attached hereto and by this reference incorporated herein.

Effective July 1, 2014, salary scales will be increased by the actual increase in the All Cities CPI-W index for the preceding February to February period, with a minimum of 1% and a maximum of 3%.

Effective July 1, 2015, salary scales will be increased by the actual increase in the All Cities CPI-W index for the preceding February to February period, with a minimum of 1% and a maximum of 3%.

Effective July 1, 2016, salary scales will be increased by the actual increase in the All Cities CPI-W index for the preceding February to February period, with a minimum of 1% and a maximum of 3%.

6.2 Pay Periods. Employees shall be paid semi-monthly on the 15th and the last day of the month. In the event the regular pay day falls on a recognized holiday or weekend day, employees shall be paid on the preceding regular work day.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for forty (40) hours or more, or eight (8) hours or more if the assignment involves duties of a lead or supervisory nature, shall have his wage increased five percent (5%) for all hours worked during the assignment.

6.4 New Classifications. In the event the City establishes a new classification which is appropriately included in the bargaining unit, the City shall establish a rate of pay for said classification and shall so notify the Union by certified mail. The Union may, within fifteen days of the receipt of the aforementioned

notice, notify the City in writing of its desire to negotiate the wage rate. Nothing contained herein shall prevent the City from filling the position at the rate the City established unless negotiations have produced a new rate prior to the filling of the position.

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification.

6.6 Step Increases.

- A. An employee shall receive a merit step increase upon the successful completion of probation.
- B. Employees will receive annual performance evaluations.
- C. An employee who receives a "meets standard" evaluation shall receive subsequent merit advancement on his anniversary date as provided by the salary scale. Such merit step increases shall be within the approved salary range for the position occupied by the employee. NOTE: Effective upon execution of this agreement, current employees as of 7/1/11 will maintain their anniversary date as July first.

ARTICLE 7 - CERTIFICATION PAY

7.1 Certification Pay. Employees hired on or after July 1, 2014, shall be paid certification pay based on Appendix B.

Employees who are members of the bargaining unit prior to July 1, 2014 shall not suffer a loss in pay due to restructuring and shall continue to receive at least the percentage amount of certification pay they were receiving on June 30, 2014. They are also eligible for certification pay based on Appendix B. If they are eligible for certification pay based on "grandfathered" certification and Appendix B, they will receive the higher percentage of the two.

Employees shall receive the increase in their monthly salary beginning the first of the month after the City is in receipt of said certification.

ARTICLE 8 - HOURS OF WORK

8.1 Work Week\Day. The work week shall normally consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off. Eight (8) or ten (10) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular work day.

Water and Wastewater Operator normal work and on call schedule: The first forty (40) hour work week will be Saturday through Tuesday off. Work Wednesday through Sunday for forty (40) hours followed by work Monday through Friday for the second week of forty (40) hours. This will cover the weekends and give each employee an eighty (80) hour pay period. On call duty will run from Thursday morning at 8:00 a.m. to the next Thursday morning at 8:00 a.m. Designated Water/Waste Water Operators, and other bargaining unit plant employees who are considered qualified by the City to be on call, will be in the rotation. The on call Operators will rotate in as needed to cover weekends.

8.2 Breaks. Each employee shall receive a minimum of thirty (30) and a maximum of a sixty (60) minute unpaid lunch break and two fifteen (15) minute rest breaks with pay per normal shift.

8.3 Flexible Work Schedule. The Union and the City may, by mutual agreement, employ any other flexible work schedule.

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least five (5) days in advance.

8.5 Trade Days. Trading of days between employees shall be permitted with approval of the Department Head or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Department Head or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked.

ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1½) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day 8 hour schedule, or ten (10) per day if employee is on a 4 day 10 hour schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

Paid leave hours, including sick leave, compensatory time off, holiday leave and vacation leave, are considered hours worked for the purposes of computing overtime.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of payment or compensatory time off at the option of the employee until the employee has accumulated a maximum of eighty (80) hours. The City shall pay cash for overtime worked after the employee has accumulated the above noted eighty (80) hours. Requests for compensatory time off will be submitted with as much advance notice as possible. In the event the request is denied, the employer may offer alternative dates to be taken.

9.3 Standby. When the City requires an employee to carry a communications device and be able to report for work in less than 30 minutes, the employee so assigned shall receive an additional two (2) hours of straight time pay, exclusive of any pay differential, or, at the employee's discretion, two (2) hours of compensatory time, for each day of standby. Four (4) hours of compensatory or straight time pay shall be received on a holiday as recognized in Article 11.1, except that employees who are assigned to work a regular shift on a holiday shall receive two (2) hours of straight time pay or compensatory time off.

Standby time shall not be considered or treated as hours worked for any purpose.

The City shall establish an eligibility list for standby assignment and such duty shall be on a rotational basis. Standby shall be assigned in blocks of time of seven days. An employee may, upon approval of his/her supervisor, have another qualified employee on the list stand by in his/her place. If the substituting employee agrees to be on standby status for a full week, he/she will receive the additional compensation and remain in his/her original position on the list.

ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work in a work related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall be compensated at the overtime rate for all hours worked during the callback with a minimum of two (2) hours pay at the overtime rate. Time worked under this section shall be computed from the time the employee responds to the call until

the time he/she reports to a supervisor or the police dispatch center that he/she has completed the assignment, or is released by a supervisor.

However, an employee called back to work on a work related matter within 30 minutes of having completed an earlier call back, shall not receive the minimum two (2) hour call back pay specified above, but rather shall be compensated for actual hours worked at the overtime rate, starting from the end of the earlier call back assignment, as defined above, until the time he/she reports to a supervisor or the police dispatch center that he/she has completed the assignment, or is released by a supervisor.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. The following days shall be recognized by the City as official holidays:

1. New Years Day on January 1
2. Martin Luther Kings Birthday on the third Monday in January
3. President's Day on the 3rd Monday in February
4. Memorial Day on the last Monday in May
5. Independence Day on July 4
6. Labor Day on the 1st Monday in September
7. Veterans Day, November 11
8. Thanksgiving Day on the 4th Thursday in November
9. Day after Thanksgiving
10. Christmas Day on December 25

11.2 Holiday Pay. Full-time employees shall receive eight (8) hours of pay at the employee's regular hourly rate of pay for each of the holidays listed above.

11.3 Holiday Work. Employees required to work on the above holidays shall receive eight (8) hours of holiday pay at their current pay rate as provided above, in addition to either the current rate of pay for each hour worked on the holiday or, compensatory time off at the option of the employee at the straight time rate for each hour worked on the holiday. A maximum of eight hours of holiday pay taken as time off under this section may be carried over into the year subsequent to the year in which it was earned but must be utilized by June 30th. Holiday pay earned under this section may be utilized in minimum two (2) hour blocks.

11.4 Observed. For the purposes of this Article and Article 9.3, whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the previous Friday shall be observed as a holiday.

ARTICLE 12 - VACATIONS

12.1 Accrual Rates. Employee(s) will accrue vacation at the following rates:

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	112 hours
5 - 9	136 hours
10 - 14	160 hours
15 - 19	184 hours
20 +	216 hours

Employees shall advance to the next bracketed vacation accrual rate at the completion of the specified

number of years of service, i.e. an employee hired on March 1, 2004 would start accruing vacation at the 136-hour rate beginning March 1, 2009. However, no employee shall be eligible to take vacation leave or pay therefore prior to completion of twelve months of service. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

12.2 Pay Rate. Earned vacation shall be paid at current salary rate.

12.3 Continuous Service. Continuous service shall be service unbroken by separation from the City except that time spent by an employee on military, vacation, sick leave or holiday leave.

12.4 Death or Termination. Upon termination of a regular employee, he shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

12.5 Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one year period may be accrued at any time without prior approval of the Department Head and City Manager.

12.6 Scheduling. Requests for vacation shall be submitted on a first-come, first-served basis for approval to the Department Head or designee. All employees shall be scheduled for and granted a vacation each year after the completion of probation.

All requests for vacation in excess of five consecutive days shall be submitted to the Department Head or designee not later than 30 days prior to the first day of the requested vacation, or as otherwise mutually agreed.

ARTICLE 13 - SICK LEAVE

13.1 Accrual. Full-time employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. A total of 960 hours of sick leave may be accrued by each employee. Upon termination of employment with the City, one-half of the employee's unused accrued sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules or its successor as determined by the State of Oregon. In addition, employees with at least twenty (20) years of continuous service with the City and who separate from City employment shall be compensated for one-quarter of their unused accrued sick leave at their base rate of pay at separation.

13.2 Utilization. Sick leave with pay is intended to be utilized when employees are unable to work due to illness or off the job injury and to obtain dental, medical or vision care not covered by workers' compensation. Employees shall notify their supervisor of absence due to illness or injury as early as possible prior to the time they would otherwise report to work.

The City may require proof of the reason for utilization of sick leave, and may require a physician's verification after more than three (3) consecutive days.

13.3 Family Illness. Sick leave of three days per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave. In the event of use of leaves in excess of three (3) days to care for family members under applicable medical leave law, the employee will first use all compensatory time, vacation time and then sick leave. Employees with sick leave accumulation above 480 hours may use sick leave prior to other

leaves first as long as the 480 accumulation is maintained.

An employee requiring time off on an on-going basis or for multiple days to care for themselves or a family member should contact the Finance and Human Resources Director and provide at least 30 days' notice for planned events or as much notice as practicable. The Finance and Human Resources Director will assist the employee with questions regarding benefits provided under applicable law.

13.4 Compassionate Leave. Three (3) days of paid compassionate leave per occurrence may be used in the event of a death of a member of the employee's immediate family to enable the employee to attend and/or make arrangements for the funeral of the family member. An employee may use an additional four (4) days sick leave when needed.

13.5 Immediate Family. For purpose of this Article, the employee's immediate family shall include the employee's spouse, domestic partner, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents, grandchildren, or other dependents living in the employee's household.

13.6 Integration With Worker's Compensation. When an employee must take time off from work as a result of an on the job injury or illness he shall receive compensation as scheduled by the State Compensation Board, and may supplement it with sick leave or vacation pay to equal regular take home pay. Such supplemental pay shall be deducted from the sick or vacation pay entitlement of the employee at the employee's choice.

13.7 Sick Leave Without Pay. Any full-time employee in need of an extended amount of time off due to illness or injury may apply for leave without pay for a period up to ninety (90) calendar days, once all other accrued leave with pay has been depleted.

13.8 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for an illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

ARTICLE 14 - UNION LEAVE

14.1 Stewards. Up to two (2) employees designated by the Union shall be granted time off with pay to participate in labor negotiations and to conduct business as stewards of the Union when such cannot reasonably be done outside working hours.

ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 Jury Duty/Witness. Employees called for jury duty, or subpoenaed as a witness for a work-related matter, shall not suffer a loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received, except for mileage reimbursement received when using a personal vehicle, for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued. No private civil case of the employee shall be covered by this court leave provision.

15.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted as required by applicable law. Employees may use accrued vacation, holiday and compensatory time for official military

leave in excess of the employer-paid time provided by statute.

15.3 Leave Without Pay. A full-time employee may be granted leave without pay for a period not exceeding ninety (90) calendar days. Requests for such leave must be in writing, and must establish reasonable justification for approval by the City Manager. No vacation, sick leave, retirement, or other benefits will be continued or accrued during periods of leave without pay. Employees seeking leave

without pay for medical purposes may be requested to engage in the interactive process to review and reasonable accommodation.

ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be defined as the total continuous length of service within the bargaining unit and within the employee's job classification.

16.2 Seniority List. The City shall provide the Union with copies of the seniority list on July 1 of each year and shall post the list in a conspicuous place available to all employees.

16.3 Lay Off. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their classification seniority in their classification provided the employee retained is qualified to perform the work required. The City shall decide in which classification it wishes to lay off employees. The city shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their lay off.

16.4 Bumping. Any employees to be laid off that advanced to their present classification from a lower classification shall have the right to use their seniority to bump into the lower classification if the employee remains qualified to hold such a position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closet to their former salary.

16.5 Recall. Employees shall maintain recall rights for thirteen (13) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that classification provided the employees possess the necessary qualifications. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work and who still have recall rights have been recalled. Employees must provide the City with their current address and must be available to report to work within seven (7) days of the certified mailing of the recall notice to said address.

16.6 Probationary Period. New employees shall be on probation without seniority for the first twelve (12) months of their employment. During this probationary period employees may be laid off or terminated at the discretion of the City. Probationary employees laid off or terminated shall have no recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the last date of employment.

16.7 Promotional Probationary Period. Employees promoted to a higher classification in the bargaining unit shall serve a probationary period of six (6) months. An employee serving a probationary period shall be returned to his former position, if in the City's judgment, his work or conduct is below acceptable standards. The judgement of the City shall not be grievable.

ARTICLE 17 - JOB DESCRIPTIONS

17.1 Job Descriptions. Employees and the Union shall be provided with job descriptions. If during the

life of the Agreement the City changes or modifies the job descriptions, such changes or modifications shall be forwarded to the employees and the Union. Nothing in this clause is intended to restrict the right of the City to make such changes. Such changes will be subject to bargaining for wages only upon request by the Union.

ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform. The City has full discretion to determine which positions will be assigned a uniform and what the uniform will be.

ARTICLE 19 - MILEAGE AND PER DIEM

19.1 Per Diem. The City shall provide an employee per diem per day for meals and schedule appropriate lodging for an employee with approved overnight travel as per City policy as defined in the City of Brookings employee handbook.

19.2 Mileage. The City will reimburse employees whenever they are directed and authorized to use their personal vehicle for approved City business as per City policy as defined in the City of Brookings employee handbook. .

ARTICLE 20 - RETIREMENT

20.1 Retirement. The city shall pay all required employer contributions for employees into the Oregon Public Employee Retirement System or its successor as determined by the State of Oregon. The City shall pay the employee's contribution (currently 6%).

ARTICLE 21 - HEALTH INSURANCE

21.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance as provided by CIS HDHP plan with HSA, including RX, herein referred to as "HDHP Plan."

Effective July 1, 2014, the City will contribute ninety percent (90%) of the total premium and the employees will contribute ten percent (10%) of the total premium for the HDHP Plan through pre-tax payroll deductions.

Eligibility is subject to the terms of CCIS insurance provider.

In the event that the health insurance plan provided to employees through the City is determined to be a "Cadillac plan" as defined in the U.S. Affordable Care Act, and such determination results in the assessment of a financial penalty, the parties agree to meet and confer to determine as to whether 1) the penalty shall be paid by the employee, or 2) the City-provided plan will be modified to no longer meet the

penalty criteria. If no agreement is reached within 60 days of notice of penalty, any such penalty assessed shall be paid by the employee.

21.2 Health Savings Account (HSA)

For six months beginning July 1, 2014, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

Effective January 1, 2015, on the first pay date of the month, the City will contribute \$1,000 to each employee's HSA account with employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected. Probationary employees (on probation January 1, 2015) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.

For nine months beginning April 1, 2015, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

Effective January 1, 2016, on the first pay date of the month, the City will contribute \$1,000 to each employee's HSA account with employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected. Probationary employees (on probation January 1, 2016) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.

For nine months beginning April 1, 2016, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

Effective January 1, 2017, on the first pay date of the month, the City will contribute \$1,000 to each employee's HSA account with employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected. Probationary employees (on probation January 1, 2017) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.

For three months beginning April 1, 2017, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

21.3 Part-Time Employees. Part-time employees shall not be eligible for any insurance coverage.

ARTICLE 22 - LIFE INSURANCE

22.1 Life Insurance. The City agrees to provide ten thousand dollars (\$10,000) of term life insurance covering employees against both occupational and non-occupational related death.

ARTICLE 23 - LIABILITY AND INDEMNIFICATION

23.1 Liability Insurance. The City will provide employees with liability insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment with the City as required by state law.

ARTICLE 24 - EDUCATIONAL REIMBURSEMENT

24.1 Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. The city will participate in an educational reimbursement program as follows:

1. Approvals for educational reimbursement are within the complete discretion of the City. The City's decisions with regard to educational reimbursement are final and not subject to grievance.
2. For job related courses taken on the employee's own initiative with the City's approval, the City shall reimburse the employee for up to 100% of the cost of tuition and books.
3. All applications for educational reimbursement per section 2 must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking the course. The employee must receive a passing grade of "C" or above to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing that the employee's course work was of "C" quality or better.
4. For job related courses taken at the request of the City, the full cost of tuition and books will be paid in advance by the City.

ARTICLE 25 - DISCIPLINE

25.1 Discipline. No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level. Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge. Oral reprimands/warnings or counselings shall not be placed in an employee's personnel file.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

25.2 Discharge. If the City determines there may be just cause for the discharge of an employee, the City shall deliver to the employee and the Union Representative a written notice of such possible action. Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement and filed at step 2.

25.3 Right to Representation. An employee who has reasonable suspicion that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Union present at such meeting. The role of the representative shall be in accord with guidelines set forth by the Employment Relations Board.

ARTICLE 26 - USE OF ALCOHOL AND DRUGS

26.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy, Article XIX City Employee Handbook, is applicable to bargaining unit employees along with the following employee rights:

1. The employee shall have the right to have a Union representative present during testing procedures. Nothing herein shall restrict the employee's right to representation under general law. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample.
2. If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City and shall be accessible only to the City Manager, Chief of Police and the City's legal counsel.
3. Any employee who tests positive shall be given access to all written documentation provided to the City from the testing laboratory which verifies the accuracy of the testing equipment used in the process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are negative, the employee shall have the right to grieve in accordance with the grievance process. If the results of these test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 27 - PERSONNEL FILES

27.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of his personnel file, exclusive of material received prior to the date of his employment by the City. The official personnel file shall be maintained by the City Manager or his designee.

27.2 Employee Response. An employee may respond, in writing, to any item placed in his personnel file, and said response shall become a part of said file.

27.3 Employee Signature. Each employee shall read and sign any written material that is placed in his personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

27.4 Removal of Negative Material. Upon request of the employee, disciplinary actions shall be removed from the personnel file after twenty-four (24) months (or thirty-six (36) months in the event of a suspension) if no subsequent discipline has been imposed.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Procedure. A grievance is defined as a dispute concerning an alleged violation of this Agreement. There shall be no right to grieve oral warnings. Should such dispute arise, the following steps shall be used:

Step 1. Department Head. Representatives of the Union or the aggrieved employee(s), with or without the presence of the representative of the Union, shall present the complaint, immediately upon discovery of the alleged infraction but no later than fourteen (14) calendar days after it arises or from the date the employee should reasonably have become aware, to the Department Head. The Department Head shall respond in writing within ten (10) calendar days.

Step 2. City Manager. If the complaint, having been presented to the Department Head in compliance with Step 1, is not satisfactorily resolved at that step, the representative of the Union, may file it as a grievance, in writing, with the City Manager within fourteen (14) calendar days of receipt of the written answer from the supervisor. The written grievance shall include the following:

- a) The nature of the facts describing the problem
- b) Provisions of the Agreement alleged to have been violated
- c) The nature of the remedy sought
- d) The name of the party(s) filing the grievance

The parties shall make earnest effort to reach early agreement on any complaint submitted in compliance with step 2 and shall be permitted to have present at joint discussions of the matter, any person or persons reasonably considered essential to satisfactory settlement. The City Manager shall render a written decision within ten (10) calendar days after receiving the grievance.

Step 3. Mediation. In the event no agreement is reached in Step 3 and within ten (10) days of the City Manager's response in Step 3, either party, the Union or the City, may request mediation. Mediation is a required step, except for termination cases. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 60 days, either party may move to Step 5, binding Arbitration. Requests for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 4. Arbitration. In the event no agreement is reached in Step 3, either the Union or the City may notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains. Selection of an arbiter and setting a hearing date must occur within 30 days of receiving the list of arbiters, unless otherwise mutually agreed in writing. A party failing to meet these timelines forfeits their position.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the parties.

28.2 Expenses. Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its own case.

28.3 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits contained herein. If either party fails to follow such limits, the following shall result:

- (a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- (b) If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 29 - NO STRIKE - NO LOCKOUT

29.1 Strike. During the term of this Agreement the Union shall not allow, cause or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

29.2 Discipline. Any employee who commits any of the acts prohibited in this Article shall have automatically committed an offense violating just cause standards and shall be subject to immediate discharge or other disciplinary action.

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

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

29.5 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

ARTICLE 30 - BULLETIN BOARD

30.1 Bulletin Board. A Bulletin Board and space in City Hall and the Public Works Department for same shall be provided by the City. Postings on such Board shall be restricted to official business.

ARTICLE 31 - OUTSIDE EMPLOYMENT

31.1 Application. Employees wishing to engage in off-duty employment must obtain approval from the City Manager by submission of a request in writing. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

1. In no way distract from the efficiency of the employee in his work for the City.
2. In no way conflict with the interest of the City or be a discredit to the City.
3. Not take preference over work required by City employment.
4. If the employee is performing the same type of work off-duty as they are on-duty, their wage must be at least the same as their on-duty wage.

31.2 City Response. Written response shall be provided by the City Manager within fifteen (15) days of the request.

31.3 Revocation. It is understood that the City, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be in writing and, except in emergencies, seven (7) days notice shall be given.

ARTICLE 32 - SAVINGS CLAUSE

32.1 Savings Clause. The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, administrative agency or by legislative action, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for any invalidated portion.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Term. This Agreement shall be effective July 1, 2014 and shall remain in effect through June 30, 2017. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice to bargain a successor agreement no later than January of the expiring year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by respective representative thereunto duly authorized.

For the City:

For the Union:

Signature Date

Signature Date

Title _____

Title _____

Exhibit A
Salary Schedule – Wages
Effective July 1, 2014
(Reflects a 1.0% COLA)

Teamsters, General

(COLA Effective 7/1/14, 1%)

	Step	1	2	3	4	5	6	7
	Grade							
Lead Treatment Operator	13	3581	3760	3948	4145	4352	4570	4798
Lead Utility Worker	12	3409	3579	3758	3946	4143	4350	4567
GIS Technician	10	3152	3310	3476	3650	3832	4024	4225
Treatment Plant Operator	9	3094	3249	3411	3582	3761	3949	4146
Utility Services Technician	8	2804	2944	3091	3246	3408	3578	3757
Utility Worker	7	2670	2803	2943	3090	3245	3407	3577
Accounts Rec Clerk II	7	2670	2803	2943	3090	3245	3407	3577
Maintenance Worker	5	2422	2543	2670	2803	2943	3090	3245

Appendix B
Public Works Job Classifications/Certifications

Job Title	Pay Scale	Basic requirements
Lead Operator	13	WWT III, WT II
Lead Utility Worker	12	WWC II, WD II, EO, CDL
Operator	9	WWT II, WT I
Utility Service Technician	8	WWC II, WDI
Utility Worker	7	WWC II, WDI
Maintenance Worker (1)	5	No certificates

(1) A maintenance worker who obtains a WWC II and WDI shall be reclassified as a Utility Worker.

(1) A maintenance worker who obtains a WWT II and WTI shall be reclassified as an Operator.

All employees may be assigned to perform duties in water distribution, water treatment, wastewater collection, wastewater treatment, streets, parks, facilities, storm drain or other PWD functions for which they have been appropriately trained and/or certified.

The following pay enhancements are available to any Utility Worker who obtains and maintains the listed certificates:

WWC III	2.0%		
WD II	2.0%		
WWT I	2.0%		
WT I	2.0%		
Certification	Addl. \$	Criteria	
Mechanic GI	1.5%	ASC	
Mechanic A	1.5%	ASC	
Mechanic Master (2)	5.0%	ASC	

The following pay enhancements are available to any Maintenance Worker who obtains and maintains the listed certificates:

WWC I	1.5%
WD I	1.5%
WWC II	1.5%
WT I	1.5%
WWT I	1.5%
WWT II	1.5%

(2) The 5.0% Mechanic Master enhancement includes Mechanic GI and A enhancements.

The following pay enhancements are available to any Operator who obtains and maintains the listed certificates (above job requirements):

WT II	2.0%	WD I	2.0%		
WWT III	2.0%	WWC I	2.0%	WWC II	2.0%

The following pay enhancements are available to any above listed employee who obtains and maintains the listed certificate:

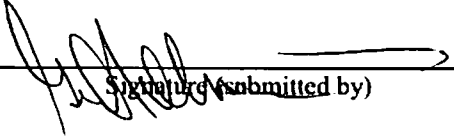
Certification	Addl. \$	Criteria
Equipment Operator	5.0%	City exam
Electrician	5.0%	State license
Plumber	5.0%	State license
Pump Mechanic	5.0%	certificate
Cross Connection Specialist	1.0%	State certification
Cross Connection Assembly Tester	1.0%	State certification
L CDL	1.0%	State
Hazardous Material	1.0%	State certification

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 28, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Collective Bargaining Agreement with Teamsters Local 223 Police Unit

Recommended Motion:

Motion to authorize the City Manager to execute the City of Brookings (Police) and Teamsters Local Union N. 223 Collective Bargaining Agreement for the period July 1, 2014-June 30, 2017

Background/Discussion:

The current collective bargaining agreement between the City and Teamsters Local 223 representing police officers and communications operators expires June 30, 2014. A management committee consisting of the City Manager, Police Chief and Finance/Human Resources Director have met on several occasions with union representatives to negotiate a new Agreement. The major elements of the proposed new agreement are:

1. The term of the agreement would be for three years.
2. A cost of living salary increase each July 1 based upon the actual CPI-W, February-February with a minimum 1.0 per cent and a maximum 3.0 per cent. For this coming July 1, the COLA would be 1.0 per cent (see attached).
3. Increases State Certification bonus pay from 2.5 per cent for an Intermediate DPSST Certificate to 3.0 per cent.
4. Allows employee to use paid sick leave for a family illness of up to three days so long as the employee has 300 hours of accumulated sick leave; a reduction from the current 480 hour threshold. This will allow more employees to use sick leave instead of vacation leave or unpaid leave for family illnesses.
5. Provides for a \$100 payment to Police Officers on January 1, 2015 and January 1, 2017 as a "duty/equipment" allowance. Previously, these employees received \$100 in January 2013, but no payment in 2014.
6. Changes in the dates upon which the City makes contributions to the employee health savings account; no change in the amount of contribution.
7. Agrees to reopen the salary and benefit provisions for Communications Operators in the event of a 9-1-1 consolidation with the County.

Attachment(s):

- a. Proposed Agreement

CITY OF BROOKINGS (POLICE)
AND
TEAMSTERS LOCAL UNION NO. 223
COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2014 - JUNE 30, 2017

UNION NEGOTIATING TEAM

Brent Jensen, Chief Negotiator
Curt Lunsford, Police Officer
Tracy LeJeune, Dispatcher

CITY NEGOTIATING TEAM

Gary Milliman, City Manager
Janell Howard, Finance and Human Resources Director
Chris Wallace, Public Safety Director
Donnie Dotson, Police Lieutenant

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PREAMBLE

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Teamster's Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon herein called "Union" for the purpose of establishing wages, hours and other conditions of employment for employees within the bargaining unit of the Brookings Police Department.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The City recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for all full-time Police Officers, all full-time Detectives, all Communication Officers full and part-time, excluding confidential and supervisory employees specifically the Police Chief, Sergeants, less than full-time police department employees and temporary employees (not to exceed more than 180 calendar days in a calendar year).

A full-time employee is hereby defined as one who is regularly scheduled to work more than 32 hours per week. A part-time employee is hereby defined as one who is regularly scheduled to work less than 32 hours per week.

ARTICLE 2 - NON-DISCRIMINATION

2.1 Non-Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, union membership or disability. However, the City reserves the right to prescribe lawful bona fide occupational requirements. The Union and the City share the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

2.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Union are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Union with respect to the exercise of its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

3.2 Illustration. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the department(s) in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch, operation or facility, or combine facilities or to

relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.

3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto so long as such is not in contradiction with this Agreement.
4. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by oral or written work rules, existing or future so long as such is not in contradiction with this Agreement.
5. To manage and direct the work force, including: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment and supplies; and (e) the right to develop work rules not inconsistent with the terms of this Agreement.
6. To discipline, suspend, demote or discharge an employee so long as such action is for just cause.
7. The City has the right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 4 - POLICIES & PROCEDURES

4.1 Manuals. The City will provide each employee and the Union with a copy of the Police Department Policies and Procedures Manual and the City's Personnel Policies. These will be kept updated and provided to the employees and the Union by the City.

ARTICLE 5 - UNION SECURITY

5.1 Fair Share. All employees covered by this Agreement shall, within thirty (30) days from date of employment, either; (1) become and remain members of the Union; or (2) tender to the Union their fair share of the cost of negotiating and administering the labor agreement in good dues standing, except as otherwise noted in this Article.

5.2 Religious Objection. Employees objecting to Union membership based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall not be required to join the Union as a condition of employment or to enter into a fair share agreement. Such an employee shall pay an amount of money equivalent to the regular dues and initiation fees and assessments to a non-religious charity mutually agreed upon by the employees and the Union. The employee shall furnish written proof to the City and the Union that this requirement is met each month.

5.3 Check Off. The City, when so authorized and directed in writing by an employee on an authorization form provided by the Union, will make payroll deductions for Union dues and initiation fee. If the employee has not joined the Union within the required time, the fair share amount shall be deducted from the employee's pay check and paid the Union. The City shall deduct such dues, initiation fees and fair share amounts as certified by the Union from the first salary check each month and forward to the Union within ten (10) calendar days.

5.4 Hold Harmless. The Union agrees to indemnify, defend, and hold the City harmless in the event of any suit or claim against the City arising from the City's compliance with provisions of this Article, so long as the City makes timely compliance with all lawful requests of the Union in the execution of these provisions.

5.5 New Hires. The City will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the new employee's name, position title, social security number and mailing address.

ARTICLE 6 - WAGES

6.1 Wages. Wages shall be in accordance with the wage schedules as set forth in Schedule "A", attached hereto and by this reference incorporated herein.

Effective July 1, 2014, salary scales will be increased by the actual increase in the All Cities CPI-W index for the preceding February to February period, with a minimum of 1% and a maximum of 3%.

Effective July 1, 2015, salary scales will be increased by the actual increase in the All Cities CPI-W index for the preceding February to February period, with a minimum of 1% and a maximum of 3%.

Effective July 1, 2016, salary scales will be increased by the actual increase in the All Cities CPI-W index for the preceding February to February period, with a minimum of 1% and a maximum of 3%.

6.2 Pay Periods. Employees shall be paid semi-monthly on the 15th and the last day of the month. In the event the regular payday falls on a recognized holiday or weekend day, employees shall be paid on the preceding regular work day. Employees will be paid one-half of their monthly salary, as determined in Appendix A, on each pay day. The employee's monthly salary shall be converted to an hourly rate for the purposes of calculating overtime.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for a continuous period longer than two (2) work weeks shall be paid at the next higher rate of such position for the duration of the assignment. A temporary assignment to a higher position shall not result in a salary change for the employee required to assume the higher position unless such period of time exceeds two (2) weeks.

6.4 New Classification. In the event the City establishes a new classification which is appropriately included in the bargaining unit, the City shall establish a rate of pay for said classification and shall so notify the Union by certified mail. The Union may, within fifteen days of the receipt of the aforementioned notice, notify the City in writing of its desire to negotiate the wage rate. Nothing contained herein shall prevent the City from filling the position at the rate the City established unless negotiations have produced a new rate prior to the filling of the position.

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification.

6.6 Step Increases.

- a. An employee shall receive a merit increase upon the successful completion of probation, payable retroactively to their one year anniversary hiring date.
- b. Employees will receive annual performance evaluations.

- c. An employee who achieves a satisfactory performance evaluation shall receive subsequent merit advancement on his anniversary date as defined in Section 6.5. Such step increases shall be within the approved salary range for the position occupied by the employee.

6.7 Police Dog Handler (K-9) Specialty Assignment Pay. An officer assigned as a Police Dog Handler (K-9) shall receive five percent (5%) base pay monthly.

6.8 Training. Employees assigned to train new employees as an FTO shall receive a five percent (5%) pay differential during the period of such assignments of more than five (5) consecutive days.

6.9 Language Differential. An employee who demonstrates the ability to fluently converse in Spanish shall receive an additional 2.5% to base salary. The City shall schedule an examination in conversational Spanish as necessary, and upon certification of proficiency by the examiner, said employee shall receive the pay differential on the first day of the payroll period following the certification.

ARTICLE 7 - CERTIFICATION PAY

7.1 Training Hours. Police Officers, Investigators and Communications Officers will receive monthly certification pay (as shown under 7.2) based upon their DPSST certification level and having completed the minimum number of approved training hours per DPSST training requirements.

7.2 DPSST Certification Pay. Police Officers, Investigators and Communications Officers shall receive the following percentage increase in their monthly salary beginning the first of the month following the effective date printed on the DPSST certification, based upon their certification level:

<u>Position</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Dispatcher	0%	3%	5%
Patrol Officer	0%	3%	5%
Investigator	0%	0%	5%

For the purpose of this table it is understood the employee would only be paid for the certification which the employee holds above the certification that is required for that position. (ie. Investigator requires an intermediate certification) these percentage rates are not combined rather they are the total increase for the specific certification.

ARTICLE 8 - HOURS OF WORK

8.1 Work Week\Day. The work week shall normally consist of five (5) consecutive eight (8)-hour days with two (2) consecutive days off. At the discretion of the City, a 4-10 work schedule may be implemented, consisting of four (4) consecutive ten (10)-hour days with three (3) consecutive days off, or, for sworn officers, a mutually agreed-upon 12-hour schedule may be utilized. Eight (8) consecutive hours of work, or ten (10) if working a 4-10 schedule, within a twenty-four (24) hour period shall normally constitute the regular work day. During shift rotation, this article will be waived with the understanding no employee will work more than 80 hours in the two-week rotation period. The City will provide fourteen (14) calendar days' notice to employees when changing the work days hours from the 5/8 schedule to the 4/10 schedule or back.

8.2 Breaks. Each employee shall receive a paid one-half (½) hour lunch break and two fifteen (15) minute rest breaks with pay per normal shift. However, employees will be expected to remain on duty

and/or on call during such breaks, as directed.

8.3 Flexible Work Schedule. The Union and the City may, by mutual agreement, employ any other flexible work schedule.

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The GRAVE RELIEF shift shall have a schedule of two (2) days of Graves followed by three (3) days of Mids. (Note: a Mid shift is a shift that overlaps both swing and graveyard shifts.) Employees shall receive a minimum of ten (10) hours off between scheduled shifts, absent emergency situations, court appearances or scheduled training. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least fourteen (14) calendar days in advance.

8.5 Shift Rotation. Sworn employees working rotating shifts shall bid for shifts during the month of November for each calendar quarter of the following year. Shift selection shall be by seniority within the bargaining unit by job description (Police Officer). The most-senior police officer shall select a work shift for one three-month period and the remaining officers shall follow suit, by decreasing seniority, until all officers have had the opportunity to select a shift for any 3-month period. The most-senior police officer shall then select a shift for a second 3-month period, followed by the remaining officers by seniority, and the process will be repeated in this fashion until all officers have selected shifts for the time period in question. Officers will not be permitted to remain on the same shift for more than six (6) consecutive months, either within the same calendar year or within any two calendar years. Probationary employees may be assigned shifts, starting and quitting times, and days off at the discretion of the City. The year's shift schedule shall be posted no later than December 15th for the following calendar year.

For the purposes of this section, the City shall designate each scheduled shift as either day, swing, or graveyard. Designation of blended work schedules, those work weeks comprised of two or more shifts, shall be dictated based on the scheduled hours of the first workday of the employee's work week if the shifts are evenly split, or by the majority of the work days if they are not. For example, a blended work schedule of two day shifts followed by two swing shifts would be considered a day shift, while a schedule of two swings followed by three graveyards would be considered a graveyard shift.

Communication Officers (dispatchers) will bid a twelve-month shift by seniority during the month of November for the following year. The year's schedule shall be posted no later than December 15th for the following year. Probationary employees may be assigned shifts, starting and quitting times, and days off at the discretion of the City.

If a shift is vacated during the year and not assigned to a probationary employee, the employees may rebid for the vacated shift for the remainder of the year based upon seniority. The operational needs of the Department shall be the first consideration in administering the foregoing (this pertains to both Police Officers and Communication Officers).

8.6 Trade Days. Trading of days between employees shall be permitted with approval of the Chief or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Chief or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked. Each employee shall be paid as though the employee had worked the shift originally scheduled, as approved for the FLSA regulations.

ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1½) times the

employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day-8 hour schedule, ten (10) per day if employee is on a 4 day-10 hour schedule or twelve (12) per day if employee is on a 12 hour per day schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

Paid leave hours, including sick leave, compensatory time off, holiday leave and vacation leave, are considered hours worked for the purposes of computing overtime.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of payment or compensatory time off at the employee's option to an accumulated maximum of one hundred twenty (120) hours. The City shall make payment for overtime worked after the employee has accumulated the above noted one hundred twenty (120) hours of compensatory time, as long as funds budgeted for overtime are available. At the point at which budgeted overtime funds have been expended, the City shall have the right to schedule employees to take time off in excess of the aforementioned one hundred twenty (120) hours. Requests for compensatory time off will be submitted with as much advance notice as possible. In the event a request is denied, the employer may offer alternative dates to be taken.

9.3 Conversion of Paid Leave. Effective July 1, 2012, employees may request payment of up to forty (40) hours per occasion twice per fiscal year for accrued compensatory time or vacation. Employee must provide two weeks' notice.

ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work, except for court appearances in Brookings, in a work-related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall receive a minimum of two (2) hours pay at the overtime rate. However, an employee called back in such manner on their scheduled days off shall receive a minimum of three (3) hours at the overtime rate. For the purposes of this section, an employee's "scheduled days off" shall begin one hour after their regular quitting time on the last work shift prior to their days off and end one hour before the employee's next regularly scheduled work shift.

For scheduled court appearance in Brookings, employees shall only receive overtime for actual hours worked, in fifteen (15)-minute increments, with a minimum of one hour.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. In lieu of recognized holidays, full time employees working a regular schedule shall receive an additional eight (8) hours of vacation pay per month. Use of vacation is as described in Article 12.

11.2 Part Time. Part-time employees will not be entitled to holiday pay. However, a part-time employee who is required to work on one of the holidays listed above shall be paid double-time for all hours worked on such holiday.

11.3 Holiday Work. In addition, an employee who begins their shift on the date of one of the following holidays will receive premium pay of an additional .5 (half) times their normal rate of pay for that day, or an equivalent amount of compensatory time (i.e., for a 10-hour shift, the employee would receive five hours of pay or 3.33 hours of compensatory time that when multiplied by 1.5 equals five).

1. New Years Day (January 1)
2. Memorial Day (Last Monday in May)

3. Independence Day (July 4)
4. Labor Day (First Monday in September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Christmas Day (December 25)

ARTICLE 12 - VACATIONS

12.1 Accrual Rates. Employee(s) will accrue vacation at the following rate:

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	192 hours
5 - 9	216 hours
10 - 14	240 hours
15- 19	264 hours
20 +	296 hours

*Includes hours earned from Holiday, Article 11.

Employees shall advance to the next bracketed vacation accrual rate at the completion of the specified number of years of service, i.e. an employee hired on March 1, 2004 would start accruing vacation at the 216-hour rate beginning March 1, 2009. Employees in the first twelve months of employment earn eight (8) hours a month of vacation and will be credited an additional ninety-six (96) hours on their first anniversary date. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

12.2 Pay Rate. Earned vacation shall be paid at current salary rate.

12.3 Continuous Service. Continuous service shall be service unbroken by separation from the department except that time spent by an employee on approved military leave, vacation or sick leave.

12.4 Death or Termination. Upon termination of a regular employee, he shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

12.5 Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one year period may be accrued at any time without prior approval of the Chief and City Manager. An employee will not lose vacation time that exceeds the cap if the failure to take vacation is caused by emergency staffing shortages or if scheduled vacation is subsequently cancelled by the City.

12.6 Scheduling. Requests for vacation shall be submitted on a first come first served basis for approval to the Chief or designee. A senior employee may exercise his seniority by bumping a less senior employee's scheduled vacation with at least ninety (90) days prior notice once per calendar year. It does not constitute a seniority bump when a less senior employee requests the same vacation period as a senior employee who already submitted his request. All employees shall be scheduled for and granted a vacation each year after the completion of probation. Employees seeking vacation longer than fourteen (14) calendar days should give at least ninety (90) days' notice to their supervisor. Employees are encouraged to take blocks of vacation time in efforts to seek rest and relaxation from

the work environment.

ARTICLE 13 - SICK LEAVE

13.1 Accrual. Full-time employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. A total of 960 hours of sick leave may be accrued by each employee. Upon termination of employment with the City, one-half of the employee's unused accrued sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules or its successor as determined by the State of Oregon. In addition, employees with at least twenty (20) years of continuous service with the City and who separate from City employment shall be compensated for one-quarter of their unused accrued sick leave at their base rate of pay at separation.

13.2 Utilization. Sick leave with pay is intended to be utilized when employees are unable to work due to illness or off the job injury and to obtain dental, medical or vision care not covered by workers' compensation. Employees shall notify their supervisor of absence due to illness or injury as early as possible prior to the time they would otherwise report to work.

The City may require proof of the reason for utilization of sick leave, and may require a physician's verification after three (3) days.

13.3 Family Illness. Sick leave of three days per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave. In the event of use of leaves under applicable medical leave law, the employee will first use all compensatory time, vacation time and then sick leave. Employees with sick leave accumulation above 300 hours may use sick leave prior to other leaves first as long as the 300 accumulation is maintained.

An employee requiring time off on an on-going basis or for multiple days to care for themselves or a family member should contact the Finance and Human Resources Director and provide at least 30 days' notice for planned events or as much notice as practicable. The Finance and Human Resources Director will assist the employee with questions regarding benefits provided under applicable law.

13.4 Compassionate Leave. Up to seven (7) days of sick leave per occurrence may be used in the event of a death of a member of the employee's immediate family to enable the employee to attend and/or make arrangements for the funeral of the family member.

13.5 Immediate Family. For purpose of this Article, the employee's immediate family shall include the employee's spouse, domestic partner, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents, grandchildren or other dependents living in the employee's household.

13.6 Integration With Worker's Compensation. When an employee must take time off from work as a result of an on the job injury or illness he shall receive compensation as scheduled by the State Compensation Board, and may supplement it with sick leave or vacation pay to equal regular take home pay. Such supplemental pay shall be deducted from the sick or vacation pay entitlement of the employee at the employee's choice.

13.7 Maternity/Parental Leave. Parental leave shall be provided in accordance with applicable law.

13.8 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for an illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

ARTICLE 14 - UNION LEAVE

14.1 Stewards. Up to two (2) employees designated by the Union shall be granted time off with pay to participate in labor negotiations and to conduct business as stewards of the Union when such cannot reasonably be done outside working hours. Said employees will be expected to respond to emergency calls, however.

ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 Jury Duty/Witness. Employees called for jury duty, or subpoenaed as a witness for a work-related matter, shall not suffer a loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received, except for mileage reimbursement received when using a personal vehicle, for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued. No private civil case of the employee shall be covered by this court leave provision.

15.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted as required by applicable law. Employees may use accrued vacation, holiday and compensatory time for official military leave in excess of the employer-paid time provided by statute.

15.3 Leave Without Pay. A full-time employee may be granted leave without pay for a period not exceeding ninety (90) calendar days. Requests for such leave must be in writing, and must establish reasonable justification for approval by the City Manager. No vacation, sick leave, retirement, or other benefits will be continued or accrued during periods of leave without pay. Employees seeking leave without pay for medical purposes may be requested to engage in the interactive process to review any reasonable accommodation.

ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be defined as the total continuous length of service within the bargaining unit and within the employee's job classification.

16.2 Seniority List. The City shall provide the Union with copies of the seniority list on July 1 of each year and shall post the list in a conspicuous place available to all employees.

16.3 Lay Off. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their classification seniority in their classification provided the employee retained is qualified to perform the work required. The City shall decide in which classification it wishes to lay off employees. The city shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their lay off.

16.4 Bumping. Any employees to be laid off that advanced to their present classification from a lower classification shall have the right to use their seniority to bump into the lower classification if the employee remains qualified to hold such a position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be

adjusted to the step in the new range closest to their former salary.

16.5 Recall. Employees shall maintain recall rights for thirteen (13) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that classification provided the employees possess the necessary qualifications. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work and who still have recall rights have been recalled. Employees must provide the City with their current address and must be available to report to work within seven (7) days of the certified mailing of the recall notice to said address.

16.6 Probationary Period. New non-sworn employees shall be on probation without seniority for the first twelve (12) months of their employment. Sworn employees shall be on probation without seniority for the first eighteen (18) months of their employment, except that sworn lateral hires, a lateral hire being an employee with prior law enforcement certification, shall be on probation without seniority for twelve (12) months post Oregon DPSST certification, not to exceed eighteen (18) months from date of hire. During this probationary period, employees may be laid off or terminated at the discretion of the City. Probationary employees laid off or terminated shall have no recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the last date of employment.

16.7 Promotional Probationary Period. Employees promoted to a higher classification in the bargaining unit shall serve a probationary period of six (6) months. An employee serving a probationary period shall be returned to his former position, if in the City's judgement, his work or conduct is below acceptable standards. The judgement of the City shall not be grievable.

ARTICLE 17 - JOB DESCRIPTIONS

17.1 Job Descriptions. Employees and the Union shall be provided with job descriptions. If during the life of the Agreement the City changes or modifies the job descriptions, such changes or modifications shall be forwarded to the employees and the Union. Nothing in this clause is intended to restrict the right of the City to make such changes. Such changes will be subject to bargaining for wages only upon request by the Union.

ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform as per past practice. The City will provide to each police officer, upon request, up to two-hundred (200) rounds total, for both weapons, per year practice ammunition and adequate duty ammunition.

For the first payroll period in January 2015 and 2017, sworn police officers will be paid a one-hundred (\$100.00) dollar allowance for boots or police duty/uniform equipment.

18.2 Protective Vest. The City will provide a bullet resistant vest to Criminal Division employees when hired and replace vests as recommended by the manufacturer or if reliability of the vest has been credibly established. The employee will be required to wear the vest while on duty.

18.3 Investigator Clothing Allowance. Investigators shall receive \$500 per year clothing allowance.

ARTICLE 19 - EMPLOYEES RESIDENCE

19.1 Residency. Police Officers must live in a location which permits a maximum twenty (20) minute

physical response time to the police department offices. The Chief may allow special exceptions to this requirement.

ARTICLE 20 - MILEAGE AND PER DIEM

20.1 Per Diem. All pre-approved reasonable meal and lodging expenses incurred during assignment on behalf of the City shall be reimbursed at the actual cost. City vehicles will be provided when possible.

20.2 Mileage. The City will reimburse employees at the current allowable IRS rate whenever they are directed and authorized to use their personal vehicle for approved City business. However, City vehicles will be provided when possible.

ARTICLE 21 - EXTRA DUTY AND RESERVES

21.1 Extra Duty. Employees who volunteer to engage in off-duty Police related activities at the request of the City, shall be subject to the chain of command, protected by the City benefits and compensated through the City. These assignments may be offered by or through the City on a voluntary basis or may be assigned to regular or reserve Officers. When offered to regular Officers, these assignments will be offered on a seniority basis.

21.2 Reserves. The City may assign reserve volunteers to perform Police duties. However, the City will not diminish the duties assigned to regular employees by utilization of reserve officers. The Chief may assign reserves and regular Officers to fill special duty assignments requested by community event sponsors.

ARTICLE 22 - RETIREMENT

22.1 Retirement. The city shall pay all required employer contributions for employees into the Oregon Public Employee Retirement System or its successor as determined by the State of Oregon. The City shall pay the employee's contribution (currently 6%).

ARTICLE 23 - HEALTH INSURANCE

23.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance as provided by CIS HDHP plan with HSA, including RX, herein referred to as "HDHP Plan."

Effective July 1, 2014, the City will contribute ninety percent (90%) of the total premium and the employees will contribute ten percent (10%) of the total premium for the HDHP Plan through pre-tax payroll deductions.

Eligibility is subject to the terms of CCIS insurance provider.

In the event that the health insurance plan provided to employees through the City is determined to be a "Cadillac plan" as defined in the U.S. Affordable Care Act, and such determination results in the assessment of a financial penalty, the parties agree to meet and confer to determine as to whether 1) the penalty shall be paid by the employee, or 2) the City-provided plan will be modified to no longer meet the penalty criteria. If no agreement is reached within 60 days of notice of penalty, any such penalty assessed shall be paid by the employee.

23.2 Health Savings Account (HSA). For six months beginning July 1, 2014, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account

with employee only elected.

Effective January 1, 2015, on the first pay date of the month, the City will contribute \$1,000 to each employee's HSA account with employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected. Probationary employees (on probation January 1, 2015) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.

For nine months beginning April 1, 2015, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

Effective January 1, 2016, on the first pay date of the month, the City will contribute \$1,000 to each employee's HSA account with employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected. Probationary employees (on probation January 1, 2016) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.

For nine months beginning April 1, 2016, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

Effective January 1, 2017, on the first pay date of the month, the City will contribute \$1,000 to each employee's HSA account with employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected. Probationary employees (on probation January 1, 2017) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.

For three months beginning April 1, 2017, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

23.3 Part-Time Employees. Part-time employees shall not be eligible for any insurance coverage.

ARTICLE 24 - LIFE INSURANCE

24.1 Life Insurance. The City agrees to provide twenty thousand dollars (\$20,000) of term life insurance covering employees against both occupational and non-occupational related death.

ARTICLE 25 - LIABILITY AND INDEMNIFICATION

25.1 Liability Insurance. The City will provide employees with liability insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment with the City as required by state law.

ARTICLE 26 - EDUCATIONAL REIMBURSEMENT

26.1 Educational Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. The city will participate in an educational reimbursement program as follows:

1. For job related courses taken at the request of the City, the full cost of tuition and books will be paid in advance by the City.
2. For job related courses taken on the employee's own initiative with the City's approval,

the City shall reimburse the employee for up to 100% of the cost of tuition and books.

3. All applications for educational reimbursement per section 2 must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking the course. The employee must receive a passing grade of "C" or above to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing that the employee's course work was of "C" quality or better.
4. Approvals for educational reimbursement are within the complete discretion of the City. The City's decisions with regard to educational reimbursement are final and not subject to grievance.

ARTICLE 27 - DISCIPLINE

27.1 Discipline. No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level. Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge. Oral reprimands/warnings or counselings shall not be placed in an employee's personnel file.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

27.2 Discharge. If the City determines there may be just cause for the discharge of an employee, the City shall deliver to the employee and the Union a written notice of such possible action. Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement and filed at step 2.

27.3 Right to Representation. An employee who has reasonable suspicion that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Union present at such meeting. The role of the representative shall be in accord with guidelines set forth by the Employment Relations Board.

ARTICLE 28 - USE OF ALCOHOL AND DRUGS

28.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy, Article XIX City Employee Handbook, is applicable to bargaining unit employees along with the following employee rights:

1. The employee shall have the right to have a Union representative present during testing procedures. Nothing herein shall restrict the employee's right to representation under general law. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample.
2. If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City and shall be accessible only to the City Manager, Chief of Police and the City's legal counsel.

3. Any employee who tests positive shall be given access to all written documentation provided to the City from the testing laboratory which verifies the accuracy of the testing equipment used in the process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are negative, the employee shall have the right to grieve in accordance with the grievance process. If the results of these test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 29 - PERSONNEL FILES

29.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of his personnel file, exclusive of material received prior to the date of his employment by the City. The official personnel file shall be maintained by the City Manager or his designee.

29.2 Employee Response. An employee may respond, in writing, to any item placed in his personnel file, and said response shall become a part of said file.

29.3 Employee Signature. Each employee shall read and sign any written material that is placed in his personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

29.4 Removal of Disciplinary Actions. Upon request of the employee, disciplinary actions shall be removed from the personnel file after twenty-four (24) months (or thirty-six (36) months in the event of a suspension) if no subsequent discipline has been imposed.

ARTICLE 30 - GRIEVANCE PROCEDURE

30.1 Procedure. A grievance is defined as a dispute concerning an alleged violation of this Agreement. There shall be no right to grieve oral warnings. Should such dispute arise, the following steps shall be used:

Step 1. Immediate Supervisor. Representatives of the Union or the aggrieved employee(s), with or without the presence of the representative of the Union, shall present the complaint, immediately upon discovery of the alleged infraction but no later than fourteen (14) calendar days after it arises or from the date the employee should reasonably have become aware, to the employee's immediate supervisor. The supervisor shall respond in writing within ten (10) calendar days.

Step 2. Police Chief. If the complaint, having been presented to the immediate supervisor in compliance with Step 1, is not satisfactorily resolved at that step, the representative of the Union, may file it as a grievance, in writing, with the Police Chief within fourteen (14) calendar days of receipt of the written answer from the supervisor. The written grievance shall include the following:

- a. The nature of the facts describing the problem
- b. Provisions of the Agreement alleged to have been violated
- c. The nature of the remedy sought
- d. The name of the party(s) filing the grievance

The parties shall make earnest effort to reach early agreement on any complaint submitted in compliance with step 2 and shall be permitted to have present at joint discussions of the matter, any person or persons reasonably considered essential to satisfactory settlement. The Chief shall render a written decision within ten (10) calendar days after receiving the grievance.

Step 3. City Manager. In the event the matter remains unresolved at Step 2, the Union may request in writing, within ten (10) calendar days of receipt of the written answer of the Police Chief in Step 2, a meeting to review the matter with the City Manager. The City Manager shall set said meeting at a mutually agreeable time within seven (7) calendar days of the receipt of the request and shall respond in writing within ten (10) calendar days of said meeting.

Step 4. Mediation. In the event no agreement is reached in Step 3 and within ten (10) days of the City Manager's response in Step 3, either party, the Union or the City, may request mediation. Mediation is a required step, except for termination cases. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 60 days, either party may move to Step 5, binding Arbitration. Requests for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 5. Arbitration. In the event no agreement is reached in Step 4, either the Union or the City may notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains. Selection of an arbitrator and setting a hearing date must occur within 30 days of receiving the list of arbitrators, unless otherwise mutually agreed in writing. A party failing to meet these timelines forfeits their position.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the parties.

30.2 Expenses. Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its own case.

30.3 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- b. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 31 - NO STRIKE - NO LOCKOUT

31.1 Strike. During the term of this Agreement the Union shall not allow, cause or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

31.2 Discipline. Any employee who commits any of the acts prohibited in this Article shall have automatically committed an offense violating just cause standards and shall be subject to immediate discharge or other disciplinary action.

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

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

31.5 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

ARTICLE 32 - BULLETIN BOARD

32.1 Bulletin Board. A Bulletin Board and space for same shall be provided by the City. Postings on such Board shall be restricted to official business.

ARTICLE 33 - OUTSIDE EMPLOYMENT

33.1 Application. Employees wishing to engage in off-duty employment must obtain approval from the Chief by submission of a request in writing. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

1. In no way distract from the efficiency of the employee in his work for the City.
2. In no way conflict with the interest of the City or be a discredit to the City.
3. Not take preference over work required by City employment.

33.2 City Response. Written response shall be provided by the Chief within fifteen (15) days of the request.

33.3 Revocation. It is understood that the City, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be in writing and, except in emergencies, seven (7) days notice shall be given.

ARTICLE 34 - SAVINGS CLAUSE

34.1 Savings Clause. The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, administrative agency or by legislative action, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a

substitute, if possible, for any invalidated portion.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Term. This Agreement shall be effective July 1, 2014 and shall remain in effect through June 30, 2017. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice to bargain a successor agreement no later than January of the expiring year.

Should the City consolidate the 9-1-1 Public Safety Answering Point (PSAP) with Curry County's PSAP during the term of this Agreement, either party may, with 30 days' written notice, re-open this Agreement to bargain the impact on wages, benefits and working conditions to the Communication Officers as a result of said consolidation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by respective representative thereunto duly authorized.

For the City:

For the Union:

Signature Date

Signature Date

Title

Title

EXHIBIT "A"
SCHEDULE "A" - WAGES
Effective July 1,2014

Step 1 2 3 4 5 6 7

Grade

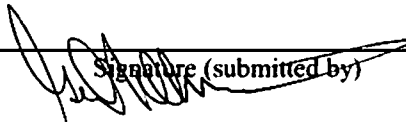
Investigator	12	3913	4109	4314	4530	4757	4995	5245
Police Officer	10	3550	3727	3913	4109	4314	4530	4757
Communications Officer	6	2923	3069	3222	3383	3552	3730	NA

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 28, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Management Compensation Plan

Recommended Motion: Motion to approve the City of Brookings Management Compensation Plan.

Background/Discussion:

When the City Council adopted a new Employee Handbook in December 2013, all references to employee benefits were removed. Additionally, the City has followed a long-standing practice of enacting compensation changes for non-union employees by individual Council action or by simply applying union agreement provisions to non-union employees.

The City Manager has developed a new document entitled the "Management Compensation Plan" that provides for the compensation of non-union employees and establishes policies for the administration of non-union employee benefit programs.

Much of the document is a compilation of ongoing practices. The document has been updated to include provisions in union agreements that are common to all employees, such as health insurance premiums and the July 1, 2014, COLA.

Attachment(s):

- a. Management Compensation Plan



City of Brookings

Management Compensation Plan

(Management, Supervisory, Exempt, Confidential and
Non-represented Employees)

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Section 1. The Management Team

1.1 Management Team

The City of Brookings's (City's) Management Team is comprised of the Executive Management Team, Middle Management and Supervisory Employees. The Management Team's job duties include: city governance and management of governmental accounting; budget; records management; public safety and law enforcement; public works including street construction, water treatment/distribution, wastewater treatment/collection, storm water and flood hazard; land use and urban planning; municipal code management; website management; parks maintenance; human resources management; risk management and facilities management.

The City's Management Team is comprised of professional employees who have a number of years of experience working in their profession or in local government. At a minimum, most positions in the management team require a bachelor's degree or equivalent experience and training. These jobs are professional level positions that require specialized training, certification and/or extensive knowledge and experience.

1.2 Executive Management Team members report directly to the City Manager and include the Finance and Human Resource Director, Public Safety Director, Public Works and Development Director, and City Recorder.

1.3 Middle Management Employees report to a Department Director and include the positions of Police Lieutenant, Building Official/Project Manager, Planning Manager, Parks and Technical Services Supervisor, Treatment Supervisor, Public Works Supervisor, Human Resources/Accountant and Fire Operations Chief.

1.4 Supervisory Employees report to Middle Management employees and include the positions of Police Sergeant and Fire Captain.

1.5 Non-represented, Non-management Employees include the Payroll/Account Payable Specialist and Public Works Administrative Assistant.

This Plan shall not cover any position in a collective bargaining unit or anyone with an individual employment agreement.

Section 2. Management Compensation

2.1 Management Compensation Plan – Strategic Purpose

The purpose of having a written management compensation plan is to develop a compensation strategy that is tied to the mission and the goals of the City of Brookings (City) and the Strategic Plan. The compensation plan must be fair, legal, consistent, and understood by all. Having a written compensation plan should minimize the likelihood of inconsistencies, or perceived or real discrimination.

2.2 Compensation Philosophy

The City's management compensation program is designed to provide adequate pay for all management employees. The goal of the City's total management compensation program is to foster and reward performance and dedication, while at the same time attracting suitable candidates, when needed, to fill vacancies.

2.2.1 Principles

- Management pay ranges will be determined, in part, by using the market average for the appropriate labor market as a target. Individual pay within the range will be merit-based and performance-driven.
- Benefits will include adequate health insurance at a reasonable cost to employees, and other benefits that promote a comfortable, secure workforce and encourage dedication to the City.
- Incentives will include deferred compensation, health reimbursement arrangements, and paid time off.

2.2.2 Strategies

- Because the City's success is dependent on capable and dedicated employees, our compensation goals will strive to attract and retain individuals who share the mission and vision of the City.
- Our total compensation will be industry competitive and appeal to the type of professional employees we wish to attract and retain.
- We will adequately pay all management employees but we will reward those who go above and beyond in the furtherance of our mission.
- We will hold management employees accountable for the duties and responsibilities of their positions. Regular and meaningful evaluations will be conducted to gauge accomplishments and assess deficiencies.
- We will endeavor to provide benefits that offer the most value to, and are appreciated by, our employees.

- We will promote dedication by providing growth and development opportunities to employees at all levels.
- We will strive to cultivate and promote future management employees from within the organization whenever it is practicable to do so.
- We will embrace an organizational culture that rewards excellent service to the citizens of Brookings.

2.3 This compensation plan is NOT A CONTRACT. This plan and the salary and benefits outlined herein may be changed at anytime with approval of the City Council.

Section 3. Plan Structure

3.1 Salaries

Management pay is determined by the position, individual qualifications, and market comparisons. The City Manager sets the parameters of a salary range established for each position or position class. The City Council approves the salary ranges. All management employees receive pay in the form of monthly salary which will be within the approved minimum and maximum set for the position or position class.

3.2 Establishing Ranges

Each management employee's pay will be established on a scale that includes a minimum and maximum range for the position or position class. Ranges will be proposed by the City Manager, with average salaries for comparable positions in comparable cities (as determined by a wage study of the appropriate labor market) being considered a "target" point. The market will be surveyed not less than every three years. Factors to be considered in determining the range for each position or position class include:

- **Market Survey:** average minimum and maximum pay for comparable positions in comparable cities and cost of living changes
- **Scope of the position:** duties and responsibilities, authority, liability, number of employees supervised, size and complexity of budget administered
- **Total compensation value:** takes into consideration the comparability of total compensation and benefits.

The salary range for each position or position class may be adjusted by the City Manager not more than once each fiscal year and, generally, any change in either the minimum or maximum of the range shall not cause the range to deviate from the average minimum or maximum by more than 10%. Any changes to the salary ranges shall be brought to the City Council for approval in the form of a resolution setting forth the employee compensation plan.

3.3 New Positions

Any new management positions shall be brought before the City Council. The Council shall be provided a job description and proposed salary range for the new position and Council approval shall be required prior to filling the position. New positions that are designated as management positions will be covered under this Plan and shall be incorporated into the Plan in the first revision of the Plan following Council approval of the position.

3.4 Initial Placement on Salary Ranges

Management employees will be placed within the approved salary ranges for their position according to their qualifications, competencies, and the relative value of those qualifications and competencies to the position and to the City, as determined by the City Manager. Factors to be considered in determining individual pay within the established range include, but are not limited to:

- **Competency:** demonstrated level of relevant knowledge, skills and abilities and training
- **Credentials:** formal education degrees and certifications
- **Experience:** job performance and relevant work history in comparable position(s)
- **Responsibility:** authority, liability, or other responsibility not already considered in establishing the range for the position
- **Performance:** performance of the duties and responsibilities of the position as documented in an annual performance evaluation
- Any **other relevant factor(s)** that warrant consideration

Placement on the salary range shall be at the discretion of the City Manager, except that such decision shall not be arbitrary or discriminatory.

3.4.1 Initial Placement upon Promotion

In the event an employee is promoted from a non-management position to a management position, the employee shall be placed on the salary range for the new position in accordance with this plan. The employee's pay at the time of promotion, including any incentive pay, shall be considered when determining the initial placement on the salary range for the new position, but in all cases, no initial placement shall cause the manager's pay to fall outside of the approved salary range for that position or position class. Incentive pay received by a bargaining unit employee prior to promotion shall be considered in respect to competency, credentials, and experience as set forth above, but shall not be continued as incentive pay.

3.4.2 Advancement within Salary Range

Employees are eligible for advancement in their salary range upon completion of one year of employment and/or successful completion of the probationary period, whichever occurs first. Salary reviews occur annually on the anniversary of the first date of employment. If the anniversary date is the 15th of the month or earlier, the pay change shall be effective the first day of said month. If the anniversary date is the 16th of the month or later, the pay change shall be effective the first day of the following month.

3.5. Compensation

The City recognizes the value of an experienced and well trained management team. To enhance the City's ability to recruit and retain well qualified and high performing managers, the following compensation program is provided:

3.5.1 Salary Classifications

Classification	Position
NR	Public Works Administrative Assistant
NR	Payroll/Accounts Payable Specialist
EM	City Recorder
SE	Fire Captain
MM	Fire Operations Chief
MM	Human Resources/Accountant
MM	Planning Manager
MM	Parks and Technical Services Supervisor
MM	Treatment and Public Works Supervisors
SE	Police Sergeant
MM	Building Official/Project Manager
MM	Police Lieutenant
EM	Public Works and Development Director
EM	Finance and Human Resource Director
EM	Public Safety Director

"EM = Executive Management Team

"MM" = Middle Management Employee

"SE" = Supervisory Employee

"NR" = Non-represented, Non-management Employee

Salary Ranges tied to the above classifications are contained in Appendix A.

Benefit accruals based upon seniority may be increased and/or an initial "benefit bank" (i.e., an initial balance of vacation leave) may be provided by the City Manager as a recruitment enhancement as needed.

3.5.2 Education And Experience Enhancements

Education and experience enhancements shall only be provided when the listed education and/or experience criteria exceeds that which is included in the basic requirements for holding a position of employment. All enhancements must be approved by the City Manager before being implemented.

Management employees may receive additional compensation of 2.5 percent for each training, education and experience enhancement listed below, not to exceed 10 percent of base salary:

- Backflow Specialist Certificate
- Certified Municipal Clerk Certificate issued by the International Institute of Municipal Recordors.
- Licensed Land Surveyor
- Local Government Management Certificate issued by the League of Oregon Cities
- Oregon Municipal Auditors License
- Professional Finance Officer Certification issued by the Oregon Municipal Finance Officers Association
- Wastewater Treatment Certificate Grade IV
- Wastewater Collection Certificate Grade IV
- Water Treatment Certificate Grade III
- Water Distribution Certificate Grade III

Management employees may receive additional compensation of 5 percent for each training, education and experience enhancement listed below, not to exceed 15 percent of base salary:

- Advanced Certificate issued by the Oregon Department of Public Safety Standards and Training.
- American Institute of Certified Planners Certificate
- Certified Public Accountant
- Executive Management Certificate issued by Oregon Department of Public Safety Standards and Training
- Fire Protective Executive Certificate issued by the Oregon Department of Public Safety Standards and Training.
- Licensed Architect
- Masters degree from an accredited college or university in public administration, business administration, or field appropriate to job assignment and development
- Registered Civil Engineer

In no event shall a combination of additional compensation under A and B above exceed 15 per cent of base salary.

3.6 Performance Recognition

Management employees, who achieve the top step in salary grade and have been compensated in said grade for at least 24 months, shall be eligible for a performance recognition. A performance recognition is a lump sum payment of up to five percent (5.0%) of base salary. To qualify for a performance recognition, the City Manager shall consider factors including exceeding annual performance goals, completing major projects under budget, development of new techniques that result in greater efficiency and quality of service, keeping overall department annual expenditures to less than the budgeted amount, securing additional revenues through grants and other sources, and/or other special achievements. The payment of a performance recognition is subject to an annual budget appropriation by the City Council for this program. The City Manager will inform the City Council of the amount and criteria used for any and all performance recognition under this section.

3.7 Substantiation of Performance-Driven Pay Changes

Performance-driven pay changes will be based, in part, on the outcome of an annual performance evaluation. To qualify for any performance-driven pay increase, the management employee's final, annual performance evaluation score must be "above average" in all areas¹. However, receiving above average scores alone shall not be an automatic basis for a pay increase. The City Manager shall be the sole grantor of pay changes for any manager, but the recommendation of the Department Director shall be considered prior to the City Manager making any pay changes for first or second tier management employees. Any changes in pay must be justified in writing via the Personnel Action Form (PAF), and supported by the evaluation documentation.

3.8 Probationary Period

The probationary period is designed to give employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and, in the case of new employees, to determine whether the new position meets their expectations. In some cases, probation of employees represented by a collective bargaining agreement is addressed in the agreements, in which case the provisions in the agreements control.

The length of the probationary period is the first 12 continuous months of employment. Periods of temporary employment do not count towards satisfying probationary requirements. When an employee is transferred or promoted, a new 12 month probationary period is required for that new position.

¹For Public Safety employees

Employees may be placed on disciplinary probation as an alternative to termination in a final attempt to resolve problems with employees who appear to have the ability to become valuable employees to the City. Employees on disciplinary probation may be terminated at any time at the City's discretion in the same manner as new probationary employees, regardless of the length of the disciplinary probation period.

A probationary employee may be terminated at the discretion of the City at any time for any or no reason during the probationary period. Similarly, probationary employees may resign at any time without notice. Employees serving probationary periods as a result of transfer or promotion will be allowed to return to their former position or to a comparable position for which the employee is qualified, depending on the availability of the positions and the City's need, and if the employee is not otherwise terminated. A position is not considered available if it is or has been filled.

Probationary employees are not entitled to the full set of rights and privileges available to regular employees, except if the employee is probationary solely for purposes of transfer or promotion from another regular position. Specific exclusions vary depending on the benefit program and employment category. Probationary employees do not have the right to grieve termination, apply for personal leaves of absence, or receive educational assistance.

During any probationary period, the supervisor will observe the employee's performance. Prior to the end of the period a formal performance evaluation will be conducted by the supervisor recommending one of the following actions:

- Termination/return to previous position in accordance with this subsection
- Extension of probation
- Promotion to regular status

Any extension of probationary time must be established at the time of evaluation.

Section 4. Total Compensation Package

In addition to the pay outlined in Section 3, the total management compensation package will consist of other benefits as detailed below.

4.1 Additional Compensation

4.1.1 Retirement – PERS: The City will pay both the employer’s and employee’s contribution to the Public Employee Retirement System

4.1.2 Deferred Compensation: Management employees may participate in the City’s deferred compensation “Section 457” program through participating vendors by having any or all monetary compensation contributed, pre-tax, into deferred compensation, subject to IRS rules.

At the discretion of the City Manager, management employees may receive as additional compensation a contribution by the City to their deferred compensation account. Such contributions may be one-time or ongoing, in recognition of exceptional performance or assuming additional duties.

4.1.3 Initial Benefit Bank: Benefit accruals based upon seniority may be increased and/or initial “benefit bank” (i.e., an initial balance of vacation leave) may be provided by the City Manager as a recruitment enhancement.

4.1.4 Relocation Assistance At the sole discretion of the City Manager, relocation assistance may be negotiated during the job offer phase of hiring a new management employee from out of the area. Only those individuals who are relocating from more than 50 miles shall be eligible for relocation assistance, and the amount of the assistance benefit shall be limited to \$5,000. The maximum amount of relocation assistance shall only be made available to an individual who relocates to within City limits or within the City’s Urban Growth Boundary (UGB). The maximum amount of relocation assistance for a new management employee relocating to an area outside of City limits or City’s UGB shall be \$2,500. In the event a management employee receives relocation assistance and subsequently resigns from the position or is terminated for cause within two years of receiving the assistance, the assistance benefit amount shall be refunded to the City on a prorated basis as follows:

Less than 6 months of service	100% refunded to City
6 months to 1 year of service	75% refunded to the City
1 year to 2 years of service	50% refunded to the City

Refunding of relocation assistance shall apply only in the event of a voluntary resignation or termination for cause. Additionally, if relocation assistance is provided to relocate within the City limits or the City's UGB and, within 2 years, the management employee subsequently moves outside the City limits or the City's UGB, but remains in their management position, the amount of relocation assistance paid beyond \$2,500 shall be refunded to the City using the above pro rata scale. The management employee will be required to sign a relocation assistance agreement stipulating to this reimbursement arrangement as a condition of employment. Under certain circumstances, the City Manager may elect to not institute the reimbursement provision of this section of the Plan.

4.1.5 Health Insurance The City's health insurance plan provides employees and their dependents access to medical, dental and vision care insurance benefits. All regular and probationary employees are eligible to participate in the health insurance plan after a waiting period. Regular part-time employees regularly scheduled to work 30 hours or more per week will participate on a pro-rated basis based on their regularly scheduled work hours.

All health insurance become effective on the first of the month the employee is employed on the first day of the month (i.e. If employee starts on November 5th, insurance starts December 1st).

The City pays 93% of the total premium (high deductible health plan (HDHP), dental, and vision), and the employee pays 7%. Effective June 30, 2014, the City will pay 90% of the total premium, and the employee will pay 10%. In addition to the employer portion of the premium, the City will pay the amount of the respective deductible into each employee's Health Savings Account (HSA). Regular part-time employees regularly scheduled to work 30 hours or more per week will participate on a pro-rated basis based on their regularly scheduled work hours.

A change in employment status that would result in loss of eligibility to participate in the health insurance plan may qualify an employee or dependent for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Other common events qualifying for COBRA are death of an employee, an employee's divorce or legal separation, or dependent children no longer meeting eligibility requirements. Because COBRA applies to events and dependents not related to the employee's employment, it is the employee's responsibility to notify the Finance and Human Resources Director of any qualifying events.

Questions regarding COBRA and any other questions regarding the health insurance plans and eligibility should be directed to appropriate Finance and Human Resources Department personnel.

4.1.6 Life Insurance The City pays the premium for \$20,000.00 of life and AD & D (Accidental Death and Dismemberment) at no cost to the employee with no option for dependents. Coverage begins on the first day of the month following hire date. Part-time employees are not eligible for life insurance coverage.

Eligible employees may participate in the life insurance and AD&D plans subject to all terms and conditions of the agreement between the City and the insurance carrier.

4.1.7 Bereavement Leave Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Immediate family member is defined as spouse, eligible domestic partner, child, parent, spouse's or domestic partner's parent, sister, brother, grandchild or grandparent for the purpose of bereavement leave. Up to three (3) days of paid bereavement leave will be provided to employees working in regular, full-time, and part-time positions, and who have successfully completed their initial probation period. Bereavement leave is calculated on the base pay rate at the time of leave, and will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with supervisory approval, use any available paid leave for additional time off as necessary.

4.1.8 Compensatory Time (Overtime) Nonexempt employees not covered by a collective bargaining agreement are compensated for all hours worked over 40 in a work week. Compensatory time is paid at the rate of time and one-half. It may be accumulated or received as a cash payment. Compensatory time that has been accumulated may not be converted to cash without prior approval of the Department Director, and then only in those instances where there are sufficient funds to cover the additional cost. An employee may not accumulate more than 120 hours of compensatory time. All accumulated time in excess of 120 hours will be paid to the employee in the paycheck for that pay period. Regular breaks that are not taken cannot be used to accumulate compensatory time.

Compensatory time off must be arranged by mutual agreement between the employee and the Department Director.

4.1.9 Cell phone allowance A monthly stipend may be paid to management employees who are required to be available by phone while away from the office or outside of business hours, in accordance with City policy. Management employees who elect to use a City-owned cell phone are not eligible for this stipend.

4.1.10 Use of Car At the sole discretion of the City Manager, the use of an assigned City vehicle may be negotiated for a management employee. Any such use shall be based solely on appropriateness for the position and subject to applicable I.R.S. rules.

4.1.11 Other Benefits for Police Employees The Public Safety Director, Police Lieutenant, and Police Sergeants may participate in the “gun buy” program, will be provided City-prescribed uniform and equipment including protective bullet resistant vest, and practice and duty ammunition.

Sergeants will receive miscellaneous benefits that other police officers receive based on their current Collective Bargaining Agreement (CBA). Examples include Boot Allowance, Bereavement Leave, K-9 Handler certification pay, and Language Differential Pay.

4.1.12 De minimus use of City resources De minimus use of City resources on a limited and occasional basis shall be considered part of the management employee’s total salary and compensation. Examples of such use may include photocopiers, printers, computers, phones and other technology, provided such use does not violate the acceptable use policy. Additionally, except for items such as portable information technology (i.e., laptop, iPad, etc.) such use of City resources shall not include taking items off of City premises (i.e., this provision does not allow for taking tools or equipment home).

4.2 Paid Time Off

The City recognizes the importance of time away from work for personal lives, and believes management employees should receive paid time off for certain holidays, vacations, personal time, and for when they are unable to come to work due to illness or injury. To this end, management employees shall be granted time off under the following provisions.

4.2.1 Holidays The City grants paid holiday time off to all regular and probationary full time employees on the holidays listed below. Probationary employees must have been employed and due compensation by the City for at least the day prior to the holiday to receive the holiday as a paid holiday:

New Year’s Day (January 1)	Labor Day (1 st Monday in September)
Martin Luther King Birthday (3 rd Monday in January)	Veterans Day (November 11)
President’s Day (3 rd Monday in February)	Thanksgiving Day (4 th Thursday in November)
Memorial Day (3 rd Monday in May)	Day after Thanksgiving
Independence Day (July 4)	Christmas Day (December 25)

A holiday listed above that falls on a Saturday will be observed on the preceding Friday; and a holiday that falls on a Sunday will be observed on the following Monday. City Administrative offices will be closed on the listed holidays.

Police Sergeants do not get paid holiday time off. In lieu of time off, they have 80 additional hours included in their annual vacation accrual.

4.2.2 Paid Vacation Regular employees are eligible for vacation based on the schedule below. However, vacation time is earned, but not compensated, until after completion of the twelve (12) month probation period. No vacation time will be authorized during the probationary period, unless specific arrangements have been made at the time of hire.

The purpose of vacation time is to allow employees to enjoy periods of time away from work and have time available for personal use. Vacation time is intended to provide time away from work for rest and recreation.

4.2.2.a. Accrual Rates Employees will accrue vacation at the following rate:

Completed Years of Continuous Service	Vacation Earned Non-Shift Work	Vacation Earned Shift Work (Sergeant)
1 - 4	112 hours	192 hours
5 - 9	136 hours	216 hours
10 - 14	160 hours	240 hours
15 - 19	184 hours	264 hours
20 +	216 hours	296 hours

Employees shall advance to the next bracketed vacation accrual rate at the completion of the specified number of years of service, i.e. an employee hired on March 1, 2004 would start accruing vacation at the 136 hour rate beginning March 1, 2009. However, no employee shall be eligible to take vacation leave or pay therefore prior to completion of twelve (12) months of service. Part-time employees (30 hours/more per week) shall be credited with prorata vacation credits based on the accrual of a full-time employee.

4.2.2.b. Death or Termination. Upon termination of a regular employee, said employee shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

4.2.2.c. Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one year period may be accrued at any time without prior approval of the Department Director and City Manager.

Vacation time cannot be banked and then never used; therefore, annual accrual cannot exceed a maximum of 480 hours at the end of any fiscal year. Vacation

benefits will not stop accruing once the maximum has been reached but hours in excess of 480 hours will be forfeited, unless otherwise approved by the City Manager. When this total is reduced below the maximum allowable, the benefit will begin accruing again. No vacation shall be accrued while the employee is on a leave of absence without pay.

Vacation may not be taken prior to being earned, however, exceptions may be made on a case by case basis by the Department Director and the Finance and Human Resources Director in extenuating circumstances (i.e. vacations planned during the probation period, prior to being hired). When a paid holiday falls within an employee's vacation, the holiday will not be deducted from the vacation balance.

Vacations must be taken at a time mutually agreed upon by the Department Director and employee.

Vacations may be taken only with the advance approval of the employee's immediate supervisor and Department Director.

4.2.2.d *Conversion of paid leave.* Employees may request payment up to 40 hours per occasion twice per fiscal year for accrued vacation. Employee must provide two weeks' notice. (Payment may include employee election towards HSA contribution per payroll forms).

4.2.3 Sick Leave

4.2.3.a *Accrual.* Full-time employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. A total of 960 hours of sick leave may be accrued by each employee. Upon termination of employment with the City, one-half of the employee's unused accrued sick leave hours will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules or its successor as determined by the State of Oregon. In addition, employees with twenty (20) years, or more, of continuous service with the City and who separate from City employment shall be compensated for one-quarter of their unused accrued sick leave at their base rate of pay at separation.

4.2.3.b *Utilization.* Sick leave with pay is intended to be utilized when employees are unable to work due to illness or off the job injury and to obtain dental, medical or vision care not covered by worker's compensation. Employees shall notify their supervisor of absence due to illness or injury as early as possible prior to the time they would otherwise report to work.

The City may require proof of the reason for utilization of sick leave, and may require a physician's verification after more than three (3) consecutive days.

4.2.3.c *Family Illness.* Sick leave of three days per occurrence may be used in

the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Director with a written request prior to taking said leave.

In the event of use of leaves in excess of three (3) days to care for family members under applicable medical leave law, the employee will first use all compensatory time, vacation time, and then sick leave. Employees with sick leave accumulation above 480 hours may use sick leave prior to other leaves first as long as the 300 hours accumulation is maintained.

4.2.3.d *Immediate Family.* For purpose of this Article, the employee's immediate family shall include the employee's spouse, domestic partner, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents or other dependents living in the employee's household.

4.2.3.e *Integration With Worker's Compensation.* When an employee must take time off from work as a result of an on the job injury or illness he shall receive compensation as scheduled by the City's worker's compensation benefit provider, and may supplement it with sick leave or vacation pay to equal regular take home pay. Such supplemental pay shall be deducted from the sick or vacation pay entitlement of the employee at the employee's choice. Employees must submit a copy of their worker's compensation pay stub to receive integration of compensation.

4.2.3.f *Sick Leave Without Pay.* Any full-time employee in need of an extended amount of time off due to illness or injury may apply for leave without pay for up to ninety (90) calendar days once all other accrued leave with pay has been depleted.

4.2.3.g *Transfer of Sick Leave.* Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for an illness or injury. Only employees with more than 480 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

4.3 Changes in Benefits Upon Moving to a Management Position

Management employees shall only receive benefits that are afforded to employees under this management compensation plan or approved City personnel policy. At any given time, an employee shall only have accrued time "on the books" that other employees in the same employee group accrue. When an employee changes from a bargaining unit position to a

management position, accrued compensatory time and any leaves not also accrued in the new management position shall be paid out at the previous hourly rate at the time of the change and in accordance with the applicable bargaining agreement or policy. By way of example, a sworn employee in the police bargaining unit who changes to an exempt, management position shall have all accrued comp time and holiday leave bank time paid out upon changing positions because exempt management employees do not accrue comp time or holiday bank time. This provision shall apply to management employees appointed after adoption of this plan but shall not be applied retroactively to any current management employee.

4.4 Work Time / FLSA Exemption

Positions covered by this plan that are exempt under the Fair Labor Standards Act are not subject to, or eligible for overtime compensation for hours worked in excess of 40 in a week or any specific amount in a given day. Exempt management employees are paid on a monthly salary basis to perform the duties of their position and are not required, nor expected, to keep track of the number of hours they work. However, it is expected that exempt management employees will work sufficient hours to complete their job duties in a timely manner and that they will generally be available during working hours. Additionally, exempt management employees are expected to attend meetings, conferences and other functions appropriate to their work assignment, which may fall outside the typical Monday through Friday, 8 to 5 schedule.

Although exempt management employees are not required to keep track of their hours worked for the purpose of pay, they are required to keep track of their use of accrued or banked leaves. The general practice shall be that if the exempt employee is absent from work for more than a partial day, accrued or banked leave shall be used to account for all of the time away. It is understood that exempt management employees may, on occasion, trade time where appropriate, but this practice shall not result in an hour-for-hour trade of all time worked beyond a 40-hour workweek and shall be done only infrequently and under exceptional circumstances.

Any non-exempt position covered under this plan shall be eligible for overtime in accordance with the Fair Labor Standards Act and state law. Non-exempt management employees must record all hours worked and leave taken on an approved timesheet.

Although allowed, management employees utilizing flex time will notify a Department Director and or Middle Manager of the specific time to be flexed. This requirement is to assure adequate coverage and scheduled tasks will be completed with limited or no impact to operations.

Section 5. Comparable Market Defined

The cities selected for the market comparison shall be determined at the time any market survey is done based on criteria set forth in this document. The “comps” may vary from year to year as a city may meet the criteria one year but not the next, or a city that did not meet the criteria one year may meet it the next.

5.1 Defining the Market

The criteria for market comparables will be:

- Six Oregon cities, three with populations above that of Brookings and three with a population less than Brookings;
- Located outside a metropolitan area;
- Median housing prices within 25% of Brookings’s median housing prices at the time of the survey;
- Other units of government in the Brookings area or similarly-sized special districts.

5.2 Additional Considerations

Additionally, the total compensation package, including monetary compensation and non-monetary benefits such as PERS contributions, health insurance premium sharing, and HSA contributions, should be considered in determining the relative comparability of the cities meeting the market comparables criteria.

Within the cities that meet all of the above criteria, only those positions that are legitimately analogous will be compared. Criteria to determine the comparability of positions will include, but not necessarily be limited to, the following:

- Reporting structure (both up and down)
- Scope of position as set forth in the position description
- Department budget
- Other criteria as described in ORS 243.746(4)

Appendix A

Monthly Salary Ranges for Management, Supervisory, Exempt, Confidential and non-represented Positions (proposed) effective July 1, 2014:

Grade	Classification	Position	From	To
B	NR	Public Works Administrative Assistant	2619	3508
11	NR	Payroll/Accounts Payable Specialist	3151	4323
12	EM	City Recorder	3309	4434
13	SE	Fire Captain	3550	4757
14	MM	Fire Operations Chief	3648	4888
15	MM	Human Resources/Accountant	3909	5236
15	MM	Planning Manager	3909	5236
15	MM	Parks and Technical Services Supervisor		
15	MM	Treatment and Public Works Supervisors		
16	SE	Police Sergeant	4190	5615
17	MM	Building Official/Project Manager	4483	6006
18	MM	Police Lieutenant	4851	6502
20B	EM	Public Works and Development Director	5616	7526
20B	EM	Finance and Human Resource Director		
20B	EM	Public Safety Director		

“EM = Executive Management Team

“MM” = Middle Management Employee

“SE” = Supervisory Employee

“NR” = Non-represented, Non-management Employee

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, April 14, 2014

Call to Order

Mayor Hedenskog called the meeting to order at 7:03 PM.

Roll Call

Council Present: Mayor Ron Hedenskog, Councilors Bill Hamilton, Brent Hodges, Jake Pieper and Kelly McClain; a quorum present.

Staff Present: Finance & Human Resources Director Janell Howard, Public Works & Development Director Loree Pryce, Planning Manager Donna Colby-Hanks, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and approximately two others.

Ceremonies/Appointments/Announcements

Dedication of Council Chamber aerial photographs.

Director Pryce presented a plaque recognizing photographer Heidi Jenkin for the Council Chambers aerial photographs.

Approval to reappoint Bryan Tillung to the Planning Commission.

Councilor Pieper moved, a second followed and Council voted unanimously to reappoint Bryan Tillung to the Planning Commission.

Public Hearings/Ordinances/Resolutions/Final Orders

Ordinance 14-O-727, amending the Brookings Municipal Code by adding tourism and limited light manufacturing to the General and Tourist Commercial District zones.

Manager Colby-Hanks said the ordinance language was approved at the last Council meeting.

Councilor Pieper moved, a second followed and Council voted unanimously to do a first reading of Ordinance 14-O-727 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to do a second reading of Ordinance 14-O-727 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 14-O-727, [amending Brookings Municipal Code Chapters 17.52 and 17.56 to add tourism and limited light manufacturing to General and Tourist Commercial District zones].

Public Comments

Tony Parrish, Brookings, thanked Public Works for its hard work in cleaning up the highway and asked Council if they would direct staff to meet with him and other participants regarding a project he is proposing to construct a small water tower at Stout Park at the end of the railway. Water provided from the well would remove the requirement of using 200 feet of

hose to water plants. Parrish estimated the total cost to build and install the tower would be around \$4,000. He said it would be erected where an old City water tank had previously been located, and would be aesthetically pleasing when completed. The majority of work, Parrish said, would be performed by volunteers and SWOCC students.

Mayor Hedenskog said it looked like a good plan and pointed out that the City had a process for handling this kind of proposal, which would begin with getting it on a Parks and Recreation agenda.

Parrish said the process would take too long as they don't meet again for two months.

Councilor Hodges said it sounded like a really good project and Councilor Hamilton agreed, adding that it could be a good Eagle Scout project.

Councilor McClain said he liked the concept and the City should take a look at the dollar and cents of it but he wasn't ready to commit to it at this time.

Mayor Hedenskog said it should be moved on to the City Manager.

Staff Reports

Authorization to take necessary actions for the City to join the Klamath Management Zone Fisheries Coalition.

Director Howard provided the staff report.

Mayor Hedenskog said, compared to the tourism budget, the fee for this was small and salmon fishing provided a far greater benefit to the community.

Councilor Pieper said it was a small amount compared to the overall dues and subscription budgets of the various departments.

Councilor McClain said he wondered if there was a correlation between fishing and the membership and hoped this could be determined if the City decided to fund the membership.

Mayor Hedenskog said he wasn't sure how its effectiveness could be measured and McClain said that he agreed fishing was really important to the community, but he wanted to make sure the \$500 would make a difference.

Mayor Hedenskog said perhaps membership in the Coalition should be considered as the City indicating its solidarity, and through that solidarity, something could get accomplished.

Councilor McClain said if its effectiveness was measurable, it might be that \$500 isn't enough.

Councilor Hamilton said he objected to cities and counties having to pay twice the amount a company pays, and he had concerns about spending the money when the City had budget shortfalls. He said he would rather see it go toward replenishing the road or contingency fund.

Councilor Hodges said the membership would give the City more "bang for the buck" than would a TV commercial. Fishing, he said, was the City's bread and butter and \$500 would pay for about two loads of gravel in the road fund.

Councilor Pieper said he thought showing that the City is a team player by joining the group was worth the \$500.

Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to take all necessary actions for the City to join the

Klamath Management Zone Fisheries Coalition, pay the \$500 membership dues and budget for ongoing membership in fiscal [year] 2014-15.

Approval to extend television advertising contract with KOB Channel 5 for 60 days.

Director Howard gave the staff report.

Councilor Hodges moved, a second followed and Council voted unanimously to approve the recommendation by the Tourism Promotion Advisory Committee to extend the televising advertising contract with KOB Channel 5 for an additional 60 days.

Consent Calendar

1. Approve City Council minutes for March 24, 2014.
2. Accept a permanent Public Utility Easement for sewer main from Dennis Pryce, 300 Matot, and authorize the City Manager to sign the Easement Agreement and related documents.
3. Approve rescheduling the second May City Council meeting to Tuesday, May 27th, due to the Memorial Day holiday.
4. Approve reinstatement of Yard of the Month program.
5. Authorize the City Manager to execute a one-year Chetco River Monitoring Agreement with U.S. Geological Survey at a cost of \$10,171.
6. Accept Planning Commission minutes for January 7, February 4 and March 4, 2014.
7. Accept Tourism Promotion Advisory Committee minutes for January 16 and February 20, 2014.
8. Accept Public Art Committee minutes for January 16, January 23 and February 24, 2014.
9. Receive March 2014 monthly financial report.

Councilor Hodges asked about the Chetco River Monitoring Agreement and Director Pryce provided detail on how the data was used. Following some discussion, it was pointed out that between 50-75% of the cost was paid back to the City by other users of the data, but USGS preferred to bill just one entity.

Mayor Hedenskog moved, a second followed and Council voted unanimously to approve the Consent Calendar as written.

Remarks from Mayor and Councilors

Councilor Hamilton complimented staff on their rapid response in making curb cuts on Fern Avenue to improve its accessibility which he said had been really helpful to a number of people who use Fern to access the downtown area.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 7:47 PM.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2014:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

RECEIVED

\$25.00
MAR 27 2014
R#2.145397

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: _____

90-day authority: ☐ Yes ☐ No

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

① OZ Industries LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): The Vista Pub

3. Business Location: 1009 Chetco Ave Brookings Curry OR 97415
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 6852 Brookings OR 97415
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-813-1138 541-813-1159
(phone) (fax)

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

7. If yes to whom: OZ Industries LLC Type of License: Limited On-Premise

8. Former Business Name: _____

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

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

11. Contact person for this application: Raymond Ross
(name) (phone number/fax)
PO Box 6852
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 3-14-14 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman
From: Lieutenant Donny Dotson 34631/202
Date: 04/16/2014
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Raymond Ross** with his attached **Additional Privilege** liquor license application. The business "**The Vista Pub**" is located at 1009 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

Lieutenant Donny Dotson
Brookings Police Department



Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/14	03/07/2014	72403	687	Owen Equipment Company	25-00-2005	98.65- V
03/14	03/01/2014	72427	1357	Curry County Clerk	57-00-2005	113.50- V
03/14	03/01/2014	72470	1	Deposit Refund	20-00-2005	43.86- V
03/14	03/06/2014	72502	682	Al's Radio Shack	49-00-2005	23.97
03/14	03/06/2014	72503	5232	Bainbridge Associates, Inc	25-00-2005	4,412.25
03/14	03/06/2014	72504	4939	BI- Mart Corporation	25-00-2005	114.54
03/14	03/06/2014	72505	5108	Brad Kelly, PT	10-00-2005	340.00
03/14	03/06/2014	72506	313	Brookings Vol Firefighters	10-00-2005	2,250.00
03/14	03/06/2014	72507	5048	Brookings-Harbor Medical Center	10-00-2005	150.00
03/14	03/06/2014	72508	715	Budge McHugh Supply	25-00-2005	682.65
03/14	03/06/2014	72509	3834	Clean Sweep Janitorial Service	15-00-2005	832.50
03/14	03/06/2014	72510	182	Coos-Curry Electric	20-00-2005	987.31
03/14	03/06/2014	72511	1357	Curry County Clerk	57-00-2005	124.00
03/14	03/06/2014	72512	317	DCBS - Fiscal Services	10-00-2005	814.63
03/14	03/06/2014	72513	575	Dell Marketing L.P.	49-00-2005	1,151.80
03/14	03/06/2014	72514	1	Beautiful Blinds	20-00-2005	77.71
03/14	03/06/2014	72515	1	Horton Bros	20-00-2005	43.86
03/14	03/06/2014	72516	1	Randy & Christi Loring	20-00-2005	19.70
03/14	03/06/2014	72517	1	Brigitte Wahlbeck	20-00-2005	211.18
03/14	03/06/2014	72518	5156	Desi's Tree Trimming	10-00-2005	950.00
03/14	03/06/2014	72519	2640	Dyer Partnership Inc., The	10-00-2005	440.00
03/14	03/06/2014	72520	2067	Enviro-Clean Equipment	15-00-2005	375.68
03/14	03/06/2014	72521	3342	Fastenal	20-00-2005	462.68
03/14	03/06/2014	72522	298	Freeman Rock, Inc	15-00-2005	980.00
03/14	03/06/2014	72523	4646	Frontier	30-00-2005	536.51
03/14	03/06/2014	72524	5123	GCB Automation and Marine LLC	25-00-2005	560.00
03/14	03/06/2014	72525	5065	Gold Beach Lumber	10-00-2005	240.00
03/14	03/06/2014	72526	4978	Grants Pass Daily Courier	10-00-2005	87.00
03/14	03/06/2014	72527	3961	Grizzly Fence & Construction	25-00-2005	300.00
03/14	03/06/2014	72528	139	Harbor Logging Supply	20-00-2005	196.50
03/14	03/06/2014	72529	199	Richard Harper	10-00-2005	300.00
03/14	03/06/2014	72530	4526	Janell K. Howard	10-00-2005	288.95
03/14	03/06/2014	72531	202	League of Oregon Cities	15-00-2005	30.00
03/14	03/06/2014	72532	299	Loring's Sporting Goods	25-00-2005	110.00
03/14	03/06/2014	72533	5271	Mark Settlemyre Window Tinting	10-00-2005	400.00
03/14	03/06/2014	72534	4269	Milliman, Gary	10-00-2005	67.50
03/14	03/06/2014	72535	424	Munnell & Sherrill	25-00-2005	162.20
03/14	03/06/2014	72536	685	Neilson Research Corporation	25-00-2005	483.75
03/14	03/06/2014	72537	4487	Net Assets Corporation	10-00-2005	170.00
03/14	03/06/2014	72538	3935	Northern California Glove	25-00-2005	340.00
03/14	03/06/2014	72539	3789	Oak Street Health Care Center	10-00-2005	150.00
03/14	03/06/2014	72540	279	One Call Concepts, Inc	25-00-2005	95.04
03/14	03/06/2014	72541	5008	Online Information Services	10-00-2005	107.65
03/14	03/06/2014	72542	5267	Oregon Water Education Foundation	25-00-2005	210.00
03/14	03/06/2014	72543	311	Paramount Supply Company	20-00-2005	480.93
03/14	03/06/2014	72544	5272	Mike Parisot	20-00-2005	116.00
03/14	03/06/2014	72545	322	Postmaster	25-00-2005	850.00
03/14	03/06/2014	72546	207	Quill Corporation	10-00-2005	563.67
03/14	03/06/2014	72547	5246	Rogue Scuba	10-00-2005	75.00
03/14	03/06/2014	72548	3093	Shelton Turnbull Printers Inc	10-00-2005	216.72
03/14	03/06/2014	72549	2863	Verizon Wireless	10-00-2005	507.80
03/14	03/06/2014	72550	108	VWR International Inc	25-00-2005	270.87
03/14	03/06/2014	72551	169	Waste Connections Inc	10-00-2005	118.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/14	03/06/2014	72552	4131	Zumar Industries Inc	15-00-2005	457.88
03/14	03/13/2014	72553	5275	Advantus Corp	50-00-2005	32.99
03/14	03/13/2014	72554	2149	American Backflow Prev Assoc	20-00-2005	80.00
03/14	03/13/2014	72555	4734	Aramark Uniform Services	10-00-2005	91.16
03/14	03/13/2014	72556	5232	Bainbridge Associates, Inc	25-00-2005	12,842.02
03/14	03/13/2014	72557	5062	Baron Design	15-00-2005	418.25
03/14	03/13/2014	72558	1169	Brookings Electronic Svs Inc	20-00-2005	292.50
03/14	03/13/2014	72559	5070	Canon Solutions America	10-00-2005	101.65
03/14	03/13/2014	72560	3015	Charter Communications	10-00-2005	84.90
03/14	03/13/2014	72561	822	Coast Auto Center	25-00-2005	1,024.53
03/14	03/13/2014	72562	1745	Coastal Paper & Supply, Inc	10-00-2005	193.82
03/14	03/13/2014	72563	1740	Code Publishing Company Inc	10-00-2005	137.70
03/14	03/13/2014	72564	183	Colvin Oil Company	25-00-2005	4,615.62
03/14	03/13/2014	72565	1674	Correct Equipment Inc	25-00-2005	5,101.34
03/14	03/13/2014	72566	1357	Curry County Clerk	57-00-2005	62.00
03/14	03/13/2014	72567	166	Dan's Auto & Marine Electric	20-00-2005	129.29
03/14	03/13/2014	72568	259	Da-Tone Rock Products	15-00-2005	1,542.78
03/14	03/13/2014	72569	284	Day Management Corp	20-00-2005	450.00
03/14	03/13/2014	72570	1	Pamela Costa	20-00-2005	81.94
03/14	03/13/2014	72571	1	David & Elizabeth Fuller	20-00-2005	26.19
03/14	03/13/2014	72572	1	Robert Johnson	20-00-2005	176.38
03/14	03/13/2014	72573	1	Luke A. Shirley	20-00-2005	90.93
03/14	03/13/2014	72574	1	Michael Thornton	20-00-2005	201.15
03/14	03/13/2014	72575	2640	Dyer Partnership Inc., The	54-00-2005	4,833.50
03/14	03/13/2014	72576	5276	Econo Lodge Inn & Suites Madras Chate	10-00-2005	64.90
03/14	03/13/2014	72577	4642	ESRI	25-00-2005	2,750.00
03/14	03/13/2014	72578	5235	Ferguson Enterprises Inc	20-00-2005	1,277.26
03/14	03/13/2014	72579	153	Ferrellgas	25-00-2005	1,680.64
03/14	03/13/2014	72580	4646	Frontier	10-00-2005	20.12
03/14	03/13/2014	72581	5273	Joel Gibson	10-00-2005	190.00
03/14	03/13/2014	72582	269	Grainger	20-00-2005	204.26
03/14	03/13/2014	72583	198	Grants Pass Water Lab	20-00-2005	280.00
03/14	03/13/2014	72584	1856	Helmets R US	61-00-2005	526.50
03/14	03/13/2014	72585	5173	KOBI/KOTI-TV	32-00-2005	825.00
03/14	03/13/2014	72586	5277	Daniel Koplin	10-00-2005	160.00
03/14	03/13/2014	72587	4981	McLennan Excavation, Inc	54-00-2005	2,700.00
03/14	03/15/2014	72588	4269	Gary Milliman	10-00-2005	.00 V
03/14	03/13/2014	72589	334	North Coast Electric Company	25-00-2005	136.28
03/14	03/13/2014	72590	798	Dan Palicki	61-00-2005	19.98
03/14	03/13/2014	72591	311	Paramount Supply Company	20-00-2005	483.65
03/14	03/13/2014	72592	3751	Proficient Automotive	25-00-2005	302.99
03/14	03/13/2014	72593	4852	Loree Pryce	10-00-2005	35.40
03/14	03/13/2014	72594	207	Quill Corporation	10-00-2005	623.98
03/14	03/13/2014	72595	3369	Schwabe Williamson & Wyatt PC	20-00-2005	390.00
03/14	03/13/2014	72596	169	Waste Connections Inc	25-00-2005	3,085.17
03/14	03/13/2014	72597	4135	Jim Watson	10-00-2005	71.00
03/14	03/13/2014	72598	917	Wm. H. Reilly & Co	25-00-2005	1,593.68
03/14	03/14/2014	72599	4269	Gary Milliman	10-00-2005	612.41
03/14	03/20/2014	72600	2578	Action Trophies	10-00-2005	26.00
03/14	03/20/2014	72601	682	Al's Radio Shack	50-00-2005	19.97
03/14	03/20/2014	72602	4802	ASCAP	10-00-2005	330.00
03/14	03/20/2014	72603	5281	Bloom Master, LLC	75-00-2005	3,130.00
03/14	03/20/2014	72604	5004	Blumenthal Uniforms & Equipment	10-00-2005	86.95
03/14	03/20/2014	72605	4767	Brookings Harbor Chamber of Commere	10-00-2005	7,500.00
03/14	03/20/2014	72606	5144	Tim Brush	25-00-2005	174.25
03/14	03/20/2014	72607	4193	C & K Markets, Inc	10-00-2005	5.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/14	03/20/2014	72608	5070	Canon Solutions America	10-00-2005	464.01
03/14	03/20/2014	72609	528	Caselle, Inc	10-00-2005	1,600.00
03/14	03/20/2014	72610	3015	Charter Communications	10-00-2005	990.00
03/14	03/20/2014	72611	3834	Clean Sweep Janitorial Service	10-00-2005	100.00
03/14	03/20/2014	72612	822	Coast Auto Center	20-00-2005	26.65
03/14	03/20/2014	72613	1740	Code Publishing Company Inc	10-00-2005	458.10
03/14	03/20/2014	72614	182	Coos-Curry Electric	20-00-2005	909.50
03/14	03/20/2014	72615	151	Western Communications, Inc	10-00-2005	725.50
03/14	03/20/2014	72616	284	Day Management Corp	10-00-2005	1,219.95
03/14	03/20/2014	72617	4903	Days Inn Portland South	25-00-2005	227.80
03/14	03/20/2014	72618	185	Del Cur Supply	15-00-2005	11.25
03/14	03/20/2014	72619	1	Julie Blackhurst	20-00-2005	6.40
03/14	03/20/2014	72620	371	Dept. of Environmental Quality	20-00-2005	100.00
03/14	03/20/2014	72621	4595	Doctor "D" Autocare	10-00-2005	304.45
03/14	03/20/2014	72622	4357	Downtown Commerical Center	10-00-2005	1,080.00
03/14	03/20/2014	72623	4357	Downtown Commerical Center	10-00-2005	900.00
03/14	03/22/2014	72624	5278	Frank Dunn	25-00-2005	.00 V
03/14	03/20/2014	72625	2640	Dyer Partnership Inc., The	57-00-2005	28,500.54
03/14	03/20/2014	72626	5268	Econo Lodge Inn & Suites	25-00-2005	69.99
03/14	03/20/2014	72627	3342	Fastenal	20-00-2005	341.99
03/14	03/20/2014	72628	5279	Fire Safety USA, Inc.	10-00-2005	241.20
03/14	03/20/2014	72629	4757	First American Title Insurance Co.	10-00-2005	400.00
03/14	03/20/2014	72630	4646	Frontier	30-00-2005	81.28
03/14	03/20/2014	72631	167	Hach Company	25-00-2005	2,549.17
03/14	03/20/2014	72632	154	Hagen's Dry Cleaners	10-00-2005	15.00
03/14	03/20/2014	72633	3408	IDEXX Distribution Inc	25-00-2005	1,079.17
03/14	03/20/2014	72634	4980	iSecure	10-00-2005	33.00
03/14	03/20/2014	72635	162	Kerr Hardware	49-00-2005	1,213.38
03/14	03/20/2014	72636	4498	Mauldin Electric	20-00-2005	108.00
03/14	03/20/2014	72637	4269	Gary Milliman	10-00-2005	194.23
03/14	03/20/2014	72638	4443	Napa Auto Parts	25-00-2005	7.96
03/14	03/20/2014	72639	3561	Oil Can Henry's	10-00-2005	265.38
03/14	03/20/2014	72640	252	Paramount Pest Control	10-00-2005	45.00
03/14	03/20/2014	72641	1920	Pitney Bowes, Inc	10-00-2005	83.00
03/14	03/20/2014	72642	207	Quill Corporation	10-00-2005	574.65
03/14	03/20/2014	72643	3309	Roberts & Associates	25-00-2005	4,522.00
03/14	03/20/2014	72644	5280	Dennis Tippetts	10-00-2005	43.50
03/14	03/20/2014	72645	797	Town & Country Animal Clinic	61-00-2005	346.50
03/14	03/20/2014	72646	5266	UV Doctor Lamps LLC	25-00-2005	3,735.00
03/14	03/21/2014	72647	5278	Frank Dunn	25-00-2005	160.00
03/14	03/27/2014	72648	993	ATCO International	25-00-2005	135.00
03/14	03/27/2014	72649	5282	Billy's Plumbing	10-00-2005	99.00
03/14	03/27/2014	72650	4363	Black & Rice LLP	10-00-2005	2,687.25
03/14	03/27/2014	72651	5070	Canon Solutions America	10-00-2005	117.80
03/14	03/27/2014	72652	4928	CIS Trust	10-00-2005	17,308.00
03/14	03/27/2014	72653	1740	Code Publishing Company Inc	10-00-2005	114.75
03/14	03/27/2014	72654	183	Colvin Oil Company	10-00-2005	3,471.03
03/14	03/27/2014	72655	182	Coos-Curry Electric	10-00-2005	23,870.78
03/14	03/27/2014	72656	4746	Curry County Treasurer	10-00-2005	1,842.72
03/14	03/27/2014	72657	317	DCBS - Fiscal Services	10-00-2005	227.78
03/14	03/27/2014	72658	1	Blue Chip Properties	20-00-2005	258.43
03/14	03/27/2014	72659	1	Eye Center of Brookings	20-00-2005	42.34
03/14	03/27/2014	72660	1	Rebecca Flesch	20-00-2005	143.76
03/14	03/27/2014	72661	1	Adam Ford	20-00-2005	36.77
03/14	03/27/2014	72662	1	Robert Gish	20-00-2005	5.73
03/14	03/27/2014	72663	1	Greg Hudson	20-00-2005	24.96

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/14	03/27/2014	72664	1	Jonathan Strickhouser	20-00-2005	70.39
03/14	03/27/2014	72665	1	Curtis Wohlgemuth	20-00-2005	6.54
03/14	03/27/2014	72666	1	Kirstie Wright	20-00-2005	199.45
03/14	03/27/2014	72667	4646	Frontier	30-00-2005	24.16
03/14	03/27/2014	72668	4874	The Galli Group	25-00-2005	1,148.00
03/14	03/27/2014	72669	2592	GFS Chemicals Inc	20-00-2005	203.40
03/14	03/27/2014	72670	5155	Oregon Department of Revenue	10-00-2005	6,187.05
03/14	03/27/2014	72671	5175	Jitendra Patel, MD	25-00-2005	150.00
03/14	03/27/2014	72672	207	Quill Corporation	10-00-2005	31.45
03/14	03/27/2014	72673	3	Coastal Country Property Mgmt	20-00-2005	78.66
03/14	03/27/2014	72674	3	Katherine Leggette	20-00-2005	27.26
03/14	03/27/2014	72675	3	Michael Thornton	20-00-2005	83.35
03/14	03/27/2014	72676	5184	Travel Oregon	32-00-2005	160.00
Grand Totals:						198,086.54

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary