

City of Brookings

SPECIAL MEETING AGENDA

CITY COUNCIL

Thursday, March 29, 2012, 6:00pm

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Public Comments – 5 minute limit per person.*

E. Staff Reports

1. Ratification of "City of Brookings (Police) and Teamsters Local Union No. 223, Collective Bargaining Agreement, July 1, 2011 – June 30, 2014." [pg. 2]
 - a. Agreement [pg. 4]
 - b. Financial analysis [pg. 33]
 - c. CPI Chart [pg. 34]
2. Authorization for City Manager to 1) notify Oregon Employers Teamsters Trust of the termination of its health insurance coverage for Non-Bargaining Unit as of April 30, 2012, and 2) contract with City County Insurance Services for coverage of Police and Non-Bargaining Unit Employees, effective May 1, 2012. [pg. 35]

F. Remarks from Mayor and Councilors

G. 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.

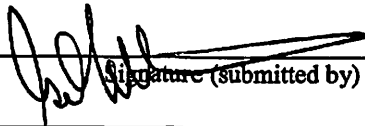
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CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 29, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Collective Bargaining Agreement with Teamsters Local 223 Brookings Police Unit

Recommended Motion:

Motion to ratify the document "City of Brookings Police and Teamsters Local Union No. 223 Collective Bargaining Agreement for the period July 1, 2011 - June 30, 2014."

Financial Impact: Net cost increase of \$72,700 over the three year term of the agreement

Background/Discussion:

The City's collective bargaining agreement with Teamsters Local 223 Police Unit expired on June 30, 2011 and the City has been engaged in collective bargaining for a new contract for more than 10 months. A new three-year collective bargaining agreement with the Teamsters Union representing the City of Brookings Police employees was ratified by the union membership on March 28, 2012.

The Mayor called the special meeting for March 29 in order to meet a March 31 deadline for making changes to the employee health insurance program authorized in the new agreement.

The agreement, which is retroactive to July 1, 2011 and continues in effect through June 30, 2014, provides for salaries, benefits and other conditions of employment affecting 10 police officers and seven communications operators.

The affected employees will receive no salary cost of living adjustment (COLA) in the first year of the agreement, and will receive a 3.0 COLA on July 1, 2012, and again on July 1, 2013.

A major change in the compensation package involves health insurance coverage. Under the terms of the agreement, the employees will no longer be covered under the Oregon Teamsters Trust health insurance program, but will have coverage under a less costly high deductible and health savings account integrated program. Monthly premiums will change from a flat rate of \$1,312 for each employee regardless of family size to \$350 for individual employees, \$718 for employees with one dependent and \$1,030 for employees with a family. Employees will contribute 7.0 per cent toward the insurance premium now, increasing to 10.0 per cent in 2014.

This change in the health insurance program not only helps to address the rising cost of providing employee health coverage, but provides an incentive for employees to better manage their health care expenditures.

It also addresses a major liability exposure because the Teamsters health plan does not comply with State Law in terms of the requirement that retired public employees be offered the same benefits at the same cost as current employees. The current teamsters plan also does not allow a retired employee to purchase health insurance coverage for a period longer than 18 months, which could leave some retirees with an insurance gap before qualifying for Medicare.

Overall, the estimated cost of the new bargaining agreement over three years is estimated at \$72,700.

The 23-page agreement covers a wide variety of other matters, ranging from the number of bullets that the City provides to police officers for practice to how work shifts are assigned.

The City Council retained the services of an attorney, Steven Schuback, who is associated with the Local Government Personnel Institute, to serve as its lead representative in negotiating a new agreement. The City Council has met with Schuback and the City's management staff several times during the progress of negotiations to review proposals and provide direction.

Depending upon which index benchmark is applied, the Consumer Price Index for the period February 2011 to February 2012 rose by 2.3-3.1 per cent. While the CPI was below 2.0 per cent for seven months of 2010, it was above 4.0 per cent during five months of 2011, and just under 4.0 per cent for the last three months of that year.

Attachment(s):

- a. City of Brookings Police and Teamsters Local Union No. 223 Collective Bargaining Agreement July 1, 2011-June 30, 2014.
- b. Financial analysis by Administrative Services Director
- c. CPI chart

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

~~JULY 1, 2008 – JUNE 30, 2011~~

JULY 1, 2011 – JUNE 30, 2014

**Tentative Agreement for
Ratification**

**Legislative Format
Based on Latest TA 3/9/12**

UNION NEGOTIATING TEAM

Brent Jensen, Chief Negotiator

Curt Lunsford, Police Officer

Tracy LeJeune, Dispatcher

CITY NEGOTIATING TEAM

Gary Milliman, City Manager

Patti Dunn, Finance Director

Chris Wallace, Police Chief

John Bishop, Police Lieutenant

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(to be updated with final draft)

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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, ~~Communications Supervisor~~, 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 shall be in accordance with the wage schedules as set forth in Schedule "A", attached hereto and by this reference incorporated herein. *Salary scales shall remain unadjusted as last amended and provided in Schedule "A."*

Effective July 1, 2012, salary scales will be increased by 3% across the board.

Effective July 1, 2013, salary scales will be increased by 3% across the board.

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.

~~Employees shall be paid every other Friday. In the event the regular pay day falls on a recognized holiday, employees shall be paid on the last 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 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 ~~due to scheduling of vacation time off~~ 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 only one (1) step increase at 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 with 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 Certification Pay. Police Officers, Investigators and Communications Officers shall receive the following percentage increase in their monthly salary beginning the first of the month after the Police Chief is officially notified of said certification, based upon their certification level:

<u>Position</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Dispatcher	0%	2 ½%	5%
Patrol Officer	0%	2 ½%	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, or, at the discretion of the City, four (4) consecutive ten (10) hour days with three (3) consecutive days off. 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, the 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 day hours from the 5/8 schedule to the 4/10 schedule or back.

8.2 Breaks. Each employee shall receive a paid one-half (1/2) 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.) The City will not incur any double back time for this shift Employees shall receive a minimum of 10 hours off between scheduled shifts,

~~absent emergency situations, court appearances or scheduled training. Employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations.~~ Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least 14 calendar days ~~ten (10) 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 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. ~~Employees shall bid and work at least two different shifts in a calendar year.~~ For the purposes of this section, the City shall designate each scheduled shift as either day, swing, or graveyard. (note: LOA on shift rotation, dated July 2010 is expired)

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 FSLA 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 cash or~~ compensatory time off at the ~~employee's option to an discretion of the City until the employee has~~ accumulated a 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 (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 up to 40 hours per occasion twice per fiscal year for accrued compensatory time or vacation . Employee must provide two weeks' notice. *(Parties recognize that payment may include employee election towards HSA contribution per payroll forms)*

ARTICLE 10 - CALL BACK TIME

Article 10.1 CALL BACK TIME. An employee called back to work, except for court appearance 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 a 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 appearances 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 Holiday: 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 recognized by City Policy shall be paid double-time for all hours worked on the holiday.

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

New Years Day (January 1)

Memorial day (Last Monday in May)

Fourth of July (July 4)

Labor Day (First Monday in September)

Thanksgiving (Fourth Thursday in November)

Christmas Day (December 25)

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

- ~~1) News 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) Floating Holidays (must be taken at a mutually agreeable time)~~

~~Article 11.2 — Holiday Pay. Those full time employees working a regular schedule of eight (8) hour days shall receive eight (8) hours of pay at the employee's regular hourly rate of pay for each of the holidays listed above. Those full time employees working a regular schedule of ten (10) hour days or twelve (12) hour days shall receive then (10) hours of pay or twelve (12) hours of pay, respectively, for each of the holidays listed above.~~

~~Article 11.3 — Holiday Work: Employees required to work on the above holidays shall receive 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, time off at the option of the employee at the straight time rate for each hour worked on the holiday.~~

~~Article 11.4 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.~~

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	96	<u>192 hours</u>
5-9	120	<u>216 hours</u>
10-14	144	<u>240 hours</u>
15-19	168	<u>264 hours</u>
20+	200	<u>296 hours</u>

*** 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, ie: an employee hired on March 1, 2004 would start accruing vacation at the ~~120~~ 216 hour rate beginning March 1, 2009. Employees in the first twelve months of employment earn 8 hours a month of vacation and will be credited an additional 96 hours on their first anniversary date. ~~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 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.

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 14 calendar days should give at least 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 ~~one day~~ 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.

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 Administrative Services Director and provide at least 30 days notice for planned events or as much notice as practicable. The Administrative Services Director will assist the employee with questions regarding benefits provided under applicable law. 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 480 hours may use sick leave prior to other leaves first as long as the 480 accumulation is maintained.

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 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. (moved to Article 15.3)~~

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

13.9 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 Miscellaneous Leave With Pay. A full-time employee, with approval, is entitled to leave his duties without loss of time, pay, or other benefits for absence caused by:

~~1. Voting. Time necessary for voting, when the employee is unable to vote before or after working hours, due to an emergency work schedule.~~

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 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 closet to their former salary.

16.5 **Recall.** Employees shall maintain recall rights for twelve (12) 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 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 judgment, his work or conduct is below acceptable standards. The judgment 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)~~ ~~one-hundred (100)~~ rounds total, for both weapons, per year practice ammunition and adequate duty ammunition.

For the first payroll period in January, 2013, sworn police officers will be paid a one-hundred (\$100.00) 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 it's 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". Dental and vision benefits, as provided, will be substantially equal to on the whole as compared to the OTET plan previously provided in 2012.

Effective upon execution of the HDHP plan, the employer will contribute 93% of the total premium and employees will contribute 7% of the total premium through payroll deductions. Effective upon execution of this Agreement, Union and City agree to provide joint notice to OTET to end coverage and begin new coverage as agreed and as soon as practicable by the new carrier.

Effective upon implementation of the CIS HSA Plan, the City will establish a Health Saving Account (HSA) for each employee and contribute in the following manner:

- 1) Upon execution: The City will pay a lump sum contribution to the employee's HSA account in the amount of \$1,250 for employee only or \$2,000 for employee with one dependent or more elected.
- 2) Effective the first pay period of Fiscal Year 2012-2013 (July 2012): The City will pay a lump sum contribution to the employee's HSA account in the amount of \$1250 for employee only or \$2000 for employee with one dependent or more elected.
- 3) Effective January 1, 2013: In the first pay period of January, the City will pay \$625 for employee only and \$1000 for employee with one dependent or more elected to the employee's HSA account. In the first pay period of April 2013, the City will pay \$625 for employee only and \$1000 for employee with one dependent or more elected to the employee's HSA account.
- 4) Effective July 1, 2013: The City will pay \$208.33 per month, through December 2013, to the employee's HSA account if employee only or \$333.33 to the employee's

- HSA if employee with one dependent or more elected.
- 5) Effective January 1, 2014: In the first pay period of January, the City will pay \$625 for employee only and \$1000 for employee with one dependent or more elected to the employee's HSA account.
 - 6) Effective April 1, 2014: The City will pay \$208.33 per month to the employee's HSA account if employee only or \$333.33 to the employee's HSA if employee with one dependent or more elected.
 - 7) Employees hired after execution of HDHP: The City will pay \$208.33 per month to the employee's HSA account if employee only or \$333.33 to the employee's HSA account if employee with one dependent or more elected, for each month the employee is covered under the HDHP.

Effective June 30, 2014, the employer will contribute 90% of the total premium and the employees will contribute 10% of the total premium through payroll deductions.

Upon execution of the HDHP plan and in the following payroll period, each employee will receive a one-time \$120.00 (one-hundred twenty dollar) contribution towards their HSA account. Association and all members agree to withdraw pending insurance grievance, by December 30, 2014; parties will share Arbitrator costs, if any.

~~the Oregon Teamster Trust (or equal plan) under the following plans: Medical Plan FW, Dental Plan Five, and Vision Plan Three. The City will pay the premiums for such coverage through December 31, 2008. Effective January 1, 2009, the City will pay the premiums for such coverage up to ten (10) percent above the premium for the preceding month. Any amount above the ten (10) percent increase shall be paid by the employee through payroll deduction. Effective January 1, 2010, the City will pay the premiums for such coverage up to ten (10) percent above the premium for the preceding month. Any amount above the ten (10) percent increase shall be paid by the employee through payroll deduction. Effective January 1, 2011, the City will pay the premiums for such coverage up to the ten (10) percent above the premium for the preceding month. Any amount above the ten (10) percent increase shall be paid by the employee through payroll deduction. Payment of premiums for coverage subsequent to June 30, 2011, shall be a matter for collective bargaining.~~

Eligibility is subject to the terms of CCIS insurance provider. A full-time employees as defined in Article 1— Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

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

23.2 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 (\$20,000.00) ~~ten thousand dollars (\$10,000.00)~~ 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 **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 counseling 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 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.

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 materials of a negative nature~~ shall be removed from the personnel file after twenty-four (24) months or (thirty-six (36) months in the event of a suspension) in 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. Request 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, ~~within ten (10) calendar days of the date of the City Manager's response,~~ 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.

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 ~~effective upon execution go into effect at 12:01 a.m. July 1, 2008,~~ and shall remain in effect through June 30, ~~2014 2011.~~ 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 on the other no later than January of the expiring year, ~~1, prior to the expiration date above or any subsequent anniversary date, requesting that the Agreement be opened for modification and/or termination.~~

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

NOTE: EXHIBIT A: WAGES
TO BE REVISED FOR 2011, 2012, 2013

Exhibit A should only include wage scale as all other language has been negotiated and moved accordingly.

EXHIBIT "A"
SCHEDULE "A" WAGES
Effective July 1, 2008
(Reflecting 4% COLA)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	<u>Range</u>					
Communications Officer	6	2563	2691	2826	2967	3115 3271
Police Officer	10	3114	3270	3433	3605	3785 3974
Investigator	12	3433	3605	3785	3974	4173 4382

Market Adjustment The parties agree that, if the citizens of Brookings pass the public safety tax levy set for the November 2008 ballot, wages shall be increased at all steps and positions by 5%, retroactively administered to July 1, 2008. Further, the City agrees that if the public safety tax levy does not pass, the Union may, with thirty (30) days written notice, re-open the contract to negotiate a market adjustment of the above wage schedule.

Effective July 1, 2009, the pay for bargaining unit employees shall be increased by the All Cities CPI W March 2008 to March 2009, with a minimum of three percent (3%) and a maximum of four percent (4%).

Effective July 1, 2010, the pay for bargaining unit employees shall be increased by the All Cities CPI W March 2009 to March 2010, with a minimum of three percent (3%) and a maximum of four percent (4%).

Police Dog Handler (K-9) Speciality Pay. An Officer assigned as a Police Dog Handler (K-9) shall receive five percent (5%) on his base salary.

Training. Employees assigned to train new employees shall receive a five percent (5%) pay differential

~~during the period of such assignments of more than five (5) consecutive work days.~~

~~Language Differential. An employee who demonstrates the ability to fluently converse in Spanish shall receive an additional 2.5% above his 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.~~

EXHIBIT A
CITY OF BROOKINGS
POLICE
SALARY SCHEDULE

7/1/2011

	Step Grade	1	2	3	4	5	6	7
Investigator	12	3653	3836	4028	4229	4440	4662	4895
Police Officer	10	3313	3479	3653	3836	4028	4229	4440
Communications Officer	6	2728	2864	3007	3157	3315	3481	

7/1/2012

(COLA Effective 7/1/12, 3.0%)

	Step Grade	1	2	3	4	5	6	7
Investigator	12	3762	3950	4148	4355	4573	4802	5042
Police Officer	10	3412	3583	3762	3950	4148	4355	4573
Communications Officer	6	2809	2949	3096	3251	3414	3585	

7/1/2013

(COLA Effective 7/1/13, 3.0%)

	Step Grade	1	2	3	4	5	6	7
Investigator	12	3875	4069	4272	4486	4710	4946	5193
Police Officer	10	3514	3690	3875	4069	4272	4486	4710
Communications Officer	6	2893	3038	3190	3350	3517	3693	

City of Brookings
Police Contract 7/1/2011-6/30/2014
Cost Increase

	<u>Salary</u>	<u>PERS</u>	<u>SS/MC</u>	<u>Ins</u>	<u>Unempl</u>	<u>W/C</u>	<u>Total</u>
<u>2011-12 Budget: *</u>							
Officers	536,382	105,598	41,034		753	18,452	702,219
Dispatch	293,693	55,572	22,469		411	646	372,791
Total 2010-11	830,075	161,170	63,503	273,787	1,164	19,098	1,075,010
<u>2011-12 Contract:</u>							
Officers	536,382	105,598	41,034		753	18,452	702,219
Dispatch	293,693	55,572	22,469		411	646	372,791
Total 2011-12	830,075	161,170	63,503	286,077	1,164	19,098	1,075,010
Increase over 2010-11	0	0	0	12,290	0	0	12,290
<u>2012-13 Contract:</u>							
Officers	552,473	107,270	42,264		775	12,711	715,493
Dispatch	302,504	58,735	23,142		424	6,960	391,765
Total 2012-13	854,977	166,005	65,406	246,104	1,199	19,671	1,107,258
Increase over 2010-11	24,902	4,835	1,903	(27,683)	35	573	4,565
<u>2013-14 Contract:</u>							
Officers	569,047	110,488	43,532		798	13,092	736,957
Dispatch	311,579	60,497	23,836		437	7,169	403,518
Total 2013-14	880,626	170,985	67,368	264,214	1,235	20,261	1,140,475
Increase over 2010-11	50,551	9,815	3,865	(9,573)	71	1,163	55,892
Total increased costs over 3-year contract							
	75,453	14,650	5,768	(24,966)	106	1,736	72,747

* 2011-12 budget included no salary increase

Unknown possible increases:

PERS rate will change 7/1/2013.

Workers Comp rate changes each July 1st.

Consumer Price Index

Base period: 1982-84 = 100, not seasonally adjusted

CPI-U

	U.S. City Average			West – Size Class B/C		
	2012	2011	2010	2012	2011	2010
Jan.	2.9%	1.6%	2.6%	2.6%	1.2%	2.1%
Feb.	2.9%	2.1 %	2.1%	2.3%	1.7%	1.4%
March		2.7%	2.3%		2.5%	1.6%
April		3.2%	2.2%		3.0%	1.7%
May		3.6%	2.0%		3.5%	1.4%
June		3.6%	1.1%		3.5%	0.5%
July		3.6%	1.2%		3.3%	0.7%
Aug.		3.8%	1.1%		3.3%	0.7%
Sept.		3.9%	1.1%		3.8%	0.3%
Oct.		3.5%	1.2%		3.7%	0.1%
Nov.		3.4%	1.1%		3.3%	0.4%
Dec.		3.0%	1.5%		2.7%	0.9%

CPI-W

	U.S. City Average			West – Size Class B/C		
	2012	2011	2010	2012	2011	2010
Jan.	3.1%	1.8%	3.3%	2.7%	1.2%	2.8%
Feb.	3.1%	2.3%	2.8%	2.4%	1.9%	2.0%
March		3.0%	3.0%		2.7%	2.3%
April		3.6%	2.9%		3.3%	2.2%
May		4.1%	2.6%		3.8%	1.8%
June		4.1%	1.4%		3.7%	0.7%
July		4.1%	1.6%		3.5%	0.9%
Aug.		4.3%	1.4%		3.6%	0.8%
Sept.		4.4%	1.4%		4.1%	0.4%
Oct.		3.9%	1.5%		3.9%	0.3%
Nov.		3.8%	1.3%		3.6%	0.5%
Dec.		3.2%	1.7%		2.9%	1.0%

Portland-Salem, OR-WA

	CPI-U Portland			CPI-W Portland		
	2011	2010	2009	2011	2010	2009
1st half	2.6%	1.6%	-0.2%	2.7%	2.5%	-0.7%
2nd half	3.1%	0.9%	0.5%	3.3%	1.2%	0.7%
Annual	2.9%			3.0%		

CPI information

These figures are reported by the Bureau of Labor Statistics.

You can hear the current figures anytime by calling (202) 691-6994.

All information and archives are online at www.bls.gov/cpi

CPI-U is the newer index, reflecting the buying habits of all urban households.

CPI-W is the revision of the "old CPI," reflecting the buying habits of urban wage earners and clerical workers.

West – Size Class B/C is the CPI based on cities with populations of less than 1,500,000 in 13 Western states.

The percentage is the change over a 12-month period, except for Portland, which is:

1st Half

January through June
Published in August

2nd Half

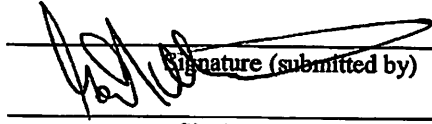
July thru December
Published in February

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 29, 2012

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Termination of Oregon Teamsters Employer's Trust Health Insurance Program for Non-Bargaining Unit Employees and Contracting with City County Insurance Services for Police and Non Bargaining Unit Employees.

Recommended Motion:

1. Motion to authorize City Manager to notify Oregon Teamsters Employers Trust that the City of Brookings will terminate its agreement for providing employee health insurance for Non-Bargaining Unit employees effective April 30, 2012.
2. Motion to authorize participation in the City County Insurance Services benefits pool for an integrated high-deductible and health savings account program as described in the collective bargaining agreement with Teamsters Local 223/Police Unit effective May 1, 2012 for Police and Non-Bargaining Unit employees.

Financial Impact:

Based upon current premiums, this change would reduce Non-Bargaining Unit City employee health insurance costs by approximately \$20,000 over three years. However, under the new plan, the City will also benefit from anticipated lower annual increase in premiums, and will avoid potential litigation costs associated with continuing with the Teamsters Trust plan which is out of compliance with State Law as it applies to public employees..

Background/Discussion:

The City management has proposed a change in the manner in which the City provides health care insurance for its employees. The City has contracted with the Oregon Teamsters Employers Trust to provide health insurance coverage for its employees, including both union and non-union employees.

This is a matter of collective bargaining for two groups of City employees represented by the Teamsters Local 223. The City has reached an agreement with Teamsters Local 223 representing Police Employees to change to a new health insurance program which integrates a high-deductible insurance policy with a health savings account effective May 1, 2012, and management proposes to apply this same change to the Non-Bargaining Unit employees as well.

The City has not yet reached a collective bargaining agreement with the Teamsters 223 General employees unit.

Under the new health insurance plan:

1. The City will pay 93.0 per cent of a substantially reduced premium beginning May 1, 2012, with the City share decreasing to 90.0 per cent in 2014.

2. The current health insurance premium is \$1,312 per month regardless of the number of dependants. The new premium will be \$350 for an employee only, \$718 for an employee and one dependant, and \$1,030 for family coverage.
3. The annual deductible will be \$2,500 for an employee with no dependants and \$4,000 for an employee with dependants. Based upon dependants, City will annually contribute \$2,500 or \$4,000 to the employee's health saving account.

This change in the health insurance program not only helps to address the rising cost of providing employee health coverage, but provides an incentive for employees to better manage their health care expenditures.

The change also addresses a major liability exposure because the Teamsters health plan does not comply with State Law in terms of the requirement that retired public employees be offered the same benefits at the same cost as current employees. The current Teamsters plan also does not allow a retired employee to purchase health insurance coverage for a period longer than 18 months, which could leave some retirees with an insurance gap before qualifying for Medicare.”