

# City of Brookings

## MEETING AGENDA

### CITY COUNCIL

**Monday, June 11, 2012, 7:00pm**

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

#### **A. Call to Order**

#### **B. Pledge of Allegiance**

#### **C. Roll Call**

#### **D. Ceremonies/Appointments/Announcements**

1. Proclamation- Supreme Americanism Week. [pg. 4]

#### **E. Oral Requests and Communications from the audience**

1. Public Comments on non-agenda items – 5 minute limit per person.\*

#### **F. Staff Reports**

1. Authorization to execute Planning Services Agreements with Parametrix and CSA Planning, Ltd. [Planning, pg. 5]
  - a. Professional Planning Services Agreement [pg. 6]
  - b. CSA Planning, Ltd. fee schedule [pg. 21]
  - c. Parametrix fee schedule [pg. 22]
2. Ratification of General Employee and Teamsters Union Collective Bargaining Agreement for July 1, 2011 through June 30, 2014. [City Manager, pg. 28]
  - a. General Employee Collective Bargaining Agreement [pg. 30]
3. Approval of 3.0 percent cost of living adjustment (COLA) for all non-union City employees, exclusive of the City Manager, effective July 1, 2012 and adoption of the same health insurance program and employee contribution amounts provided under the Police Union agreement. [City Manager, pg. 60]

#### **G. Consent Calendar**

1. Approve Council minutes for May 29, 2012. [pg. 61]
2. Approve Liquor License Application for Chetco Pharmacy, 890 Chetco Ave. [pg. 64]
3. Accept May 2012, Vouchers in the amount of \$253,788.13. [pg. 66]

#### **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](http://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 advance notification. Please contact 469-1102 if you have any questions regarding this notice.

June 2012

June 2012						
Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2
10	11	12	13	14	8	9
17	18	19	20	21	15	16
24	25	26	27	28	22	23
					29	30

July 2012						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Monday	Tuesday	Wednesday	Thursday	Friday
	May 28	29	30	31	Jun 1
May 28 - Jun 1					
Jun 4 - 8	4	5	6	7	8
	11:00am CC - VIPS 1:00pm CC - Stds & Specs 4:00pm CC - Council Wkshp 7:00pm FH-FireTrng		10:00am CC - Site Plan 12:00pm CC - Stout Park 7:00pm FH-PoliceResrvs	3:00pm CC - Staff 6:00pm CC - Staff 7:00pm CC-ODF&W 10:00pm CC- Staff	
Jun 11 - 15	11	12	13	14	15
	7:00pm FH-FireTrng 7:00pm CC-Council	7:00pm CC - Planning Comm	10:00am FH-BRFD 10:00am CC - Site Plan 5:30pm CC - Victims Impact Panel	9:00am CC-Crm Stoppers 1:00pm CC - Court	
Jun 18 - 22	18	19	20	21	22
	11:00am CC-VIPS 7:00pm FH-FireTrng		10:00am CC - Site Plan	12:00pm CC Public Art Committee 1:30pm CC - Muni Court	
Jun 25 - 29	25	26	27	28	29
	7:00pm CC-Council 7:00pm FH-FireTrng		10:00am CC - Site Plan		

July 2012

July 2012						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	Monday	Tuesday	Wednesday	Thursday	Friday
Jul 2 - 6	<b>Jul 2</b> 11:00am CC - VIPS 4:00pm CC - Council Wkshp 7:00pm FH-FireTrng	<b>3</b> 7:00pm CC-Planning Comm	<b>4</b> 8:00am July 4th - City Hall Closed 10:00am CC- Site Plan 7:00pm FH-PoliceResrvs	<b>5</b> 3:00pm CC - Staff	<b>6</b>
Jul 9 - 13	<b>9</b> 7:00pm FH-FireTrng 7:00pm CC-Council	<b>10</b>	<b>11</b> 10:00am FH-BRFD 10:00am CC- Site Plan	<b>12</b> 9:00am CC-Crm Stoppers 1:00pm CC - Court	<b>13</b>
Jul 16 - 20	<b>16</b> 11:00am CC-VIPS 7:00pm FH-FireTrng	<b>17</b> 11:00am CC - Staff	<b>18</b> 10:00am CC- Site Plan	<b>19</b>	<b>20</b>
Jul 23 - 27	<b>23</b> 7:00pm CC-Council 7:00pm FH-FireTrng	<b>24</b>	<b>25</b> 10:00am CC- Site Plan	<b>26</b> 7:00pm CC-Parks & Rec	<b>27</b>
Jul 30 - Aug 3	<b>30</b> 7:00pm FH-FireTrng	<b>31</b>	<b>Aug 1</b>	<b>2</b>	<b>3</b>

# City of Brookings *Proclamation*

**Whereas**, strengthening the Unity of the United States of America is vital and there is a need to strengthen the American Heart of Emblem, the beliefs of each individual and each Club; and

**Whereas**, in these interests, it seems appropriate at this time to restate our Citizen Principles by pledging to bear true allegiance to the Constitution of the United States of America, and to the Flag which is the Emblem of our Country; and

**Whereas**, in keeping with our pledge, the Supreme Emblem Club of the United States of America has adopted the Flag of our Country as our Order's Emblem and the name "Emblem" by which our organization is known throughout the land; and

**Whereas**, we are Citizens dedicated to the belief that the United States shall be sustained, preserved and perpetuated; and

**Whereas**, in keeping with our principles, it seems obligatory that we act to more forcefully display these beliefs; that each club create an Americanism Committee and originate and participate with others in patriotic community endeavors; that each Emblem member complete a patriotic deed each day and engage in assisting the Americanism Program of the Benevolent and Protective Order of Elks on every occasion we are invited to participate; and that each club and club member actively work to fulfill our dedicated purpose of bearing true allegiance to the Constitution and Flag of the United States of America.

**Now, Therefore, Be it Resolved**, I, Ron Hedenskog, Mayor of the City of Brookings, do hereby proclaim the week of June 10<sup>th</sup> through June 16<sup>th</sup>, 2012, as

## **SUPREME AMERICANISM WEEK.**

**In Witness Whereof**, I, Mayor Ron Hedenskog, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 11th day of June, 2012.

  
\_\_\_\_\_  
Mayor Ron Hedenskog


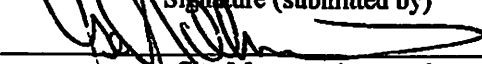


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 11, 2012

Originating Dept: Planning Dept.

  
Signature (submitted by)  
  
City Manager Approval

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**Subject:** Contracts for Professional Planning Services updated utilizing recently updated contract forms.

**Recommended Motions:**

- 1) Authorize Mayor to execute Professional Planning Services contract with Parametrix.
- 2) Authorize Mayor to execute Professional Planning Services contract with CSA Planning, Ltd.

**Financial Impact:** Fees for these services would be paid by the applicant applying for a land use approval utilizing the City's cost recovery fee schedule.

**Background/Discussion:** In 2006 the Council approved a contract for planning services in the eventuality that staff would receive more applications than they are able to handle in the time frame the law requires. The City only used these services to process one application since that time, but with the downsizing of the Planning Department, the likelihood of needing this help is a greater possibility. One complex application, for instance the annexation the Tribble North Bank Road area, could overwhelm staff leaving them unable to cope with the current planning work load.

Our insurance providers and Attorney reviewed and revised the contracts we use. Staff has spoken with the two planning firms we have contracts with and they are in agreement with the new format and are prepared to sign them.

Attached are the Professional Planning Services Contract and fee schedules for both firms.

**Policy Considerations:** None.

**Attachment(s):** A. Professional Planning Services Contract  
B. CSA Planning, Ltd. Fee Schedule  
C. Parametrix Fee Schedule

**City of Brookings**  
**PROFESSIONAL PLANNING SERVICES CONTRACT**

**CONTRACT NO. \_\_\_\_\_**

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and \_\_\_\_\_ (Contractor). The City's Project Manager for this Contract is \_\_\_\_\_.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This contract is effective on \_\_\_\_\_, 2012 or on the date at which every party has signed this contract, whichever is later. This contract shall expire when terminated in writing.

**2. Statement of Work.**

Contractor shall perform the following services, as modified by subsequent written directive:

- a. Professional land use consulting in accordance with written Work Assignments hereafter issued by City, which shall be issued in the form attached hereto in Exhibit A.
- b. Travel to and from City and Contractor's office.
- c. Attendance at meetings as requested by City.
- d. Preparation of reports and other writings as requested by City.

**3. Consideration.**

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses.
- b. Contractor will report true and actual costs for work performed, travel, meals and lodging (if necessary to fulfill work assignment) in accordance with Fee Schedule attached hereto in Exhibit E.
- c. Statements shall be submitted monthly for actual time and expenses during the preceding month. All statement shall be sent to and paid by City. Final payment shall be made upon certification by Project Manger that project is complete and within 14 business days of receipt of invoice.

## CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ -or- ☐ W-9 (attach) -or- SSN #: \_\_\_\_\_

State Tax ID #: \_\_\_\_\_ Brookings Bus Lic.# \_\_\_\_\_ CCB#: \_\_\_\_\_

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership  
☐ Corporation ☐ Government ☐ Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor: \_\_\_\_\_  
Signature/Title Date

**NOTICE TO CONTRACTOR:** This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.

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### CITY OF BROOKINGS SIGNATURE

Approved: \_\_\_\_\_  
City Manager or Designee Date

Approved: \_\_\_\_\_  
Project Manager Date

Reviewed: \_\_\_\_\_  
City Attorney or Designee Date

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**CITY OF BROOKINGS  
STANDARD TERMS AND CONDITIONS  
FOR PROFESSIONAL SERVICES CONTRACTS**

**1. Contractor is Independent Contractor**

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

**2. Subcontracts and Assignment**

Contractor shall not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

**3. No Third Party Beneficiaries**

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

**4. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

**5. Early Termination**

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.



- b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

#### **6. Payment on Early Termination**

- a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 5(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 5(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

#### **7. Remedies**

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

#### **8. Notices**

Any notice or communication under this Agreement sent by either Party to the other will be deemed given and delivered (a) seventy-two (72) hours after being deposited with the U.S. Postal Service, sent registered or certified, postage prepaid, or (b) when received if personally delivered, and if the notice is to Contractor it will be sent to the address listed on page 2 of this contract. If this notice is sent to the City, it will be addressed to the Project Manager, City of Brookings, 898 Elk Drive, Brookings, OR 97415. Either Contractor or City may, from time to time, designate in writing another address or manner in which it may be served.

## **9. Access to Records**

Contractor shall maintain and the City (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

## **10. Ownership of Work**

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Any materials designated as "confidential" that may be provided to Contractor by City at any time relating to this contract shall be treated confidentially by the Contractor, and shall not be disclosed to any other person by the Contractor without the advance written permission of the project manager. Contractor shall return all confidential materials upon request.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City.

## **11. Compliance with Applicable Law**

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

## **12. Indemnity and Hold Harmless**

- a. Except for the professional negligent acts covered by paragraph 11.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Contractor shall save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.
- c. Contractor waives any and all statutory or common law rights of defense and indemnification by the city.

## **13. Insurance**

Contractor shall provide insurance in accordance with Exhibit C.

## **14. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

## **15. Professional Standards; Errors**

Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Contract, Contractor shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

## **16. Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the State of Oregon. Any action or suits arising under this contract must be brought in the Circuit Court for the State of Oregon in Curry County, Oregon. If the claim must be brought in a federal forum, then it must be brought and conducted in the United States District Court for the District of Oregon, in Medford Oregon.

## **17. Severability**

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

## **18. Business License**

The Contractor shall obtain a City of Brookings business license as required by BMC 5.05.060 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page two of this contract.

## **19. Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A**

**WORK ASSIGNMENT**

No. \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**CITY:** CITY OF BROOKINGS

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT DATE:** \_\_\_\_\_ day of \_\_\_\_\_, 2012

**CONTRACT FOR:** Land use planning services

**TO CONTRACTOR:**

**YOU ARE HEREBY ENGAGED TO PROVIDE PROFESSIONAL LAND USE PLANNING SERVICES TO INCLUDE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENCLOSURES:** (Plans, drawings, etc.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Contract time table: Delivery of Staff Report**

Completeness Review  
Planning Commission  
Hearing

City Council Hearing

Other

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Issued by the City of Brookings**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

The above assignment is accepted on this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

## **EXHIBIT B**

### **OREGON STATUTORY PROVISIONS**

A condition or clause required by law to be in this contract shall be considered included by these references.

#### **REQUIRED STATUTORY PROVISIONS**

##### **ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.**

Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

##### **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.**

Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

##### **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**

- (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person,

copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- (2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

##### **ORS 279B.235 Condition concerning hours of labor.**

(1) Except as provided in subsections [5 and 6] of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

\*\*\*\*\*

(5)(a) \*\*\*\*\* [C]ontracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

\*\*\*\*\*

(c) For goods or personal property.

## **OTHER STATUTORY PROVISIONS**

### **ORS 279A.120 Preference for Oregon goods and services; nonresident bidders.**

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

\*\*\*\*\*

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

\*\*\*\*\*

## **STATUTORY REFERENCES OF INTEREST**

ORS 279B.020 Maximum hours of labor on public contracts; exceptions; liability to workers; rules.



**EXHIBIT C**  
**PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**

**To:** Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Brookings Risk Management at 503-618-2451 if exempt.

**Professional Liability** insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, if no owned vehicles, provide hired and non-owned auto coverage.

**Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without written notice from the Contractor or its insurer(s) to the City.

**Additional Insured.** For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

**Certificates of Insurance.** Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

**EXHIBIT D**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

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**I. INDEPENDENT CONTRACTOR STANDARDS**

As used in ORS chapters 316, 656, 657, 671 and 701, "independent contractor" means a person or business entity that provides services for remuneration and who, in the provision of the services, meets the following criteria of ORS 670.600.

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**II. BASIC REQUIREMENTS**

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results;
  2. The Contractor is customarily engaged in an independently established business;
  3. The Contractor is licensed under ORS chapter 671 or 701 if the person provides services for which a license is required under ORS chapter 671 or 701; and
  4. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.
- 

**III. ADDITIONAL REQUIREMENTS**

For purposes of Section II above, a person is considered to be customarily engaged in an independently established business if any three of the following requirements are met:  
(Check three or more of the following:)

\_\_\_\_\_ The Contractor maintains a business location:  
(a) That is separate from the business or work location of the person for whom the services are provided; or  
(b) That is in a portion of the person's residence and that portion is used primarily for the business.

\_\_\_\_\_ The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:  
(a) The person enters into fixed-price contracts;  
(b) The person is required to correct defective work;  
(c) The person warrants the services provided; or  
(d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

\_\_\_\_\_ The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

\_\_\_\_\_ The Contractor makes a significant investment in the business, through means such as:

- (a) Purchasing tools or equipment necessary to provide the services;
- (b) Paying for the premises or facilities where the services are provided; or
- (c) Paying for licenses, certificates or specialized training required to provide the services.

\_\_\_\_\_ The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

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#### **IV. INDEMNIFICATION**

If any action is taken by a person or enforcement agency relating to the independent contractor status of Contractor or Contractor's subcontractors in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of Brookings, its elected and appointed officials, employees, and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

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#### **V. CERTIFICATION**

Contractor and Project Manager certify that the above statements are true and correct.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date

**EXHIBIT E**

**FEE SCHEDULE**

**CSA Planning, Ltd.**  
**Hourly Fee Schedule**

<b>Craig Stone, Principal</b>	<b>\$150.00</b>
<b>Raul Woerner, Principal</b>	<b>\$150.00</b>
<b>Jay Harland, Principal</b>	<b>\$150.00</b>
<b>Mike Savage, Staff Planner</b>	<b>\$98.00</b>
<b>Bev Thruston, Staff Planner</b>	<b>\$98.00</b>
<b>Deborah Stone, CFO</b>	<b>n/a</b>
<b>Melissa Stiles, Asst. Planner</b>	<b>\$60.00</b>
<b>Lori Hollis, Admin. Staff</b>	<b>\$60.00</b>

**The charge for travel is \$0.56 per mile based upon IRS guidelines.**

# Parametrix

2011 - 2012 Min/Max Classification Rate Schedule (Zone A)  
Actual rates will vary by individual staff. Rate will not exceed specific classification

Rates effective through December 31, 2012

	Grade	Classification	Direct Salary Rate (DSR) per Classifications		Billing Rate	
			Min	Max	Min	Max
Sr Management	20,19	Principal	\$ 54.11	\$ 89.71	\$ 178.56	\$ 296.04
	20,19, 18	Business Development Program Manager	\$ 48.96	\$ 89.71	\$ 161.57	\$ 296.04
	19, 18	Regional Division Manager	\$ 48.96	\$ 81.17	\$ 161.57	\$ 267.86
	18,17,16	Operations Manager	\$ 40.07	\$ 73.44	\$ 132.23	\$ 242.35
	18,17,16	Division Manager	\$ 40.07	\$ 73.44	\$ 132.23	\$ 242.35
Project Delivery	19	Project Delivery Officer	\$ 54.11	\$ 81.17	\$ 178.56	\$ 267.86
	18	Project Planning & Controls Manager	\$ 48.96	\$ 73.44	\$ 161.57	\$ 242.35
	17,16	Project Delivery Manager	\$ 40.07	\$ 66.44	\$ 132.23	\$ 219.25
	16	Project Delivery Specialist	\$ 40.07	\$ 60.11	\$ 132.23	\$ 198.36
	17,16,15	Sr Engineer	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
Engineering	14	Engineer IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Engineer III	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Engineer II	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Engineer I	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	17,16,15	Sr Scientist	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
Science	14	Scientist IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Scientist III	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Scientist II	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Scientist I	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	8	Jr Scientist	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
Toxicology	17,16,15	Sr Toxicologist	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
	14	Toxicologist IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Toxicologist III	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Toxicologist II	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Toxicologist I	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
Hydrogeology	8	Jr Toxicologist	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
	17,16,15	Sr Hydrogeologist	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
	14	Hydrogeologist IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Hydrogeologist III	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Hydrogeologist II	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Hydrogeologist I	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61

	Grade	Classification	Direct Salary Rate (DSR) per Classifications		Billing Rate	
			Min	Max	Min	Max
Planning	17,16,15	Sr Planner	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
	14	Planner IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Planner III	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Planner II	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Planner I	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	8	Jr Planner	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
Cultural Resources	17,16,15	Sr Cultural Resources Specialist	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
	14	Cultural Resources Specialist IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Cultural Resources Specialist III	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Cultural Resources Specialist II	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Cultural Resources Specialist I	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	8	Jr Cultural Resources Specialist	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
Survey	17	Sr Surveyor for Operations	\$ 44.29	\$ 66.44	\$ 146.16	\$ 219.25
	14	Surveying Supervisor	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Sr Surveyor	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Surveyor III	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Surveyor II	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	9	Surveyor I	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
Design	8	Jr Surveyor	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
	17,16,15	Sr Designer	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
	14	Designer IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13,12	Designer III	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Designer II	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Designer I	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
Construction Managers	9	Engineering Technician II	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
	8	Engineering Technician I	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
	18	Project & Construction Services Manager	\$ 48.96	\$ 73.44	\$ 161.57	\$ 242.35
	17,16,15	Sr Construction Manager	\$ 36.25	\$ 66.44	\$ 119.63	\$ 219.25
	14	Construction Manager IV	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	13	Construction Manager III	\$ 29.67	\$ 44.50	\$ 97.91	\$ 146.85
Construction Technicians	12	Construction Manager II	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
	11	Construction Manager I	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	13	Sr Construction Technician	\$ 29.67	\$ 44.50	\$ 97.91	\$ 146.85
	12	Construction Technician IV	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
	11	Construction Technician III	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Construction Technician II	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
Environmental Technicians	9,8	Construction Technician I	\$ 17.16	\$ 29.35	\$ 56.63	\$ 96.86
	10	Environmental Technician III	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	9	Environmental Technician II	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
	8	Environmental Technician I	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
	6	Environmental Technician Trainee	\$ 14.26	\$ 21.39	\$ 47.06	\$ 70.59

Client #: Client Name  
Contract #:

Lab Mgrs  
Associate Toxicologists  
Lab Technicians  
CADD  
GIS  
Database  
Statisticians  
Administration

Grade	Classification	Direct Salary Rate (DSR) per Classifications		Billing Rate	
		Min	Max	Min	Max
11	Laboratory Manager	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
10	Laboratory Supervisor	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
10	Associate Toxicologist IV	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
9	Associate Toxicologist III	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
8	Associate Toxicologist II	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
7	Associate Toxicologist I	\$ 15.85	\$ 23.77	\$ 52.31	\$ 78.44
6	Laboratory Technician III	\$ 14.26	\$ 21.39	\$ 47.08	\$ 70.59
5	Laboratory Technician II	\$ 12.84	\$ 19.25	\$ 42.37	\$ 63.53
4	Laboratory Technician I	\$ 11.55	\$ 17.33	\$ 38.12	\$ 57.19
14	CADD Services Manager	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
12	CADD Supervisor	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
12	CADD Technical Lead	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
11	CADD Operator III	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
9	CADD Operator II	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
8	CADD Operator I	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
11	Sr GIS Analyst	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
10	GIS Analyst	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
9	GIS Technician	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
11	Sr Database Analyst	\$ 24.15	\$ 36.25	\$ 79.70	\$ 119.63
10	Database Analyst	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
9	Database Technician	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
12	Sr Statistical Analyst	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
11	Statistical Analyst	\$ 24.15	\$ 36.25	\$ 79.70	\$ 119.63
9	Statistical Technician	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
13,12	Office Administrative Manager	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
12,11	Production Manager	\$ 24.15	\$ 40.26	\$ 79.70	\$ 132.86
11	Sr Office Administrator	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
10	Office Administrator	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
9,8	Contracts Administrator	\$ 17.61	\$ 29.35	\$ 58.11	\$ 96.86
9,8	Sr Administrative Assistant	\$ 17.61	\$ 29.35	\$ 58.11	\$ 96.86
7,6	Administrative Assistant	\$ 14.26	\$ 23.77	\$ 47.08	\$ 78.44
6	Receptionist	\$ 14.26	\$ 21.39	\$ 47.06	\$ 70.59
4	Office Clerk II	\$ 11.55	\$ 17.33	\$ 38.12	\$ 57.19
3	Office Clerk I	\$ 10.40	\$ 15.60	\$ 34.32	\$ 51.48
2	Jr Office Clerk	\$ 9.36	\$ 14.04	\$ 30.89	\$ 46.33
1	Clerk	\$ 8.42	\$ 12.63	\$ 27.79	\$ 41.68



	Grade	Classification	Direct Salary Rate (DSR) per Classifications		Billing Rate	
			Min	Max	Min	Max
Word Processing	11,12	Sr Word Processing Manager / Editor	\$ 24.15	\$ 40.26	\$ 79.70	\$ 132.88
	11	Word Processing Manager / Editor	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Technical Editor	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	10	Word Processing Supervisor	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	9	Word Processing Specialist	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
	8	Sr Word Processor	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
	7	Word Processor	\$ 15.85	\$ 23.77	\$ 52.31	\$ 78.44
Technical Aides	11	Project Coordination Supervisor	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	11	Project Controls Specialist	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Sr Project Coordinator	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	9	Project Coordinator	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
	8	Sr Technical Aide	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
	7	Technical Aide	\$ 15.85	\$ 23.77	\$ 52.31	\$ 78.44
	10	Sr Graphic Artist	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
Graphic Design	9	Graphic Artist	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
	18,17	Controller	\$ 44.29	\$ 73.44	\$ 146.16	\$ 242.35
Finance	15,14	Accounting Manager	\$ 32.80	\$ 54.38	\$ 108.24	\$ 179.45
	14	Finance Specialist	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	14	Purchasing Manager	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
	12,11	Accounting Supervisor	\$ 24.15	\$ 40.26	\$ 79.70	\$ 132.88
	12,11	Reporting Analyst	\$ 24.15	\$ 40.26	\$ 79.70	\$ 132.88
	11	Plan Administrator	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Collections Specialist	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	9	Purchasing Coordinator	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
	10,9	Staff Accountant	\$ 19.56	\$ 32.61	\$ 64.55	\$ 107.61
	10	Sr Accounting Specialist	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	10	Sr Project Accountant	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	9,8	Payroll Specialist	\$ 17.61	\$ 29.35	\$ 58.11	\$ 96.86
	9,8	Accounting Specialist	\$ 17.61	\$ 29.35	\$ 58.11	\$ 96.86
	9,8	Project Accountant	\$ 17.61	\$ 29.35	\$ 58.11	\$ 96.86
	7	Accounting Clerk	\$ 15.85	\$ 23.77	\$ 52.31	\$ 78.44
	7	Jr Project Accountant	\$ 15.85	\$ 23.77	\$ 52.31	\$ 78.44

Information Technology

Marketing

Library Services

Grade	Classification	Direct Salary Rate (DSR) per Classifications		Billing Rate	
		Min	Max	Min	Max
18,17	Director of Informatin Technology	\$ 44.29	\$ 73.44	\$ 146.16	\$ 242.35
15,14	IT Manager	\$ 32.80	\$ 54.38	\$ 108.24	\$ 179.45
15,14	Sr Software Engineer	\$ 32.80	\$ 54.38	\$ 108.24	\$ 179.45
13,12	Software Engineer	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
13,12	Application Support Analyst / Report Developer	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
13,12	Programmer Analyst	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
13,12	Security Analyst	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
14-12	Network Engineer	\$ 26.84	\$ 49.19	\$ 88.57	\$ 162.33
14	Systems Administrator II	\$ 32.80	\$ 49.19	\$ 108.24	\$ 162.33
13	Systems Administrator I	\$ 29.67	\$ 44.50	\$ 97.91	\$ 146.85
13,12	Business Analyst	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
13,12	IT Supervisor	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
13	Sr LAN Administrator	\$ 29.67	\$ 44.50	\$ 97.91	\$ 146.85
12	LAN Administrator II	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
11	LAN Administrator I	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
11	IT Support Analyst	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
11,10	Help Desk Analyst	\$ 21.74	\$ 36.23	\$ 71.74	\$ 119.56
9	Computer Support Technician	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
19	Director of Marketing & Business Development	\$ 54.11	\$ 81.17	\$ 178.56	\$ 267.86
16	Associate Director of Marketing & Business Development	\$ 40.07	\$ 60.11	\$ 132.23	\$ 198.36
15,14	Core Services Manager	\$ 32.80	\$ 54.38	\$ 108.24	\$ 179.45
15,14	Marketing Manager	\$ 32.80	\$ 54.38	\$ 108.24	\$ 179.45
13,12	Marketing Supervisor	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
12,11	Sr Marketing Coordinator	\$ 24.15	\$ 40.26	\$ 79.70	\$ 132.86
11	Public Relations Specialist	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
10,9	Communications Specialist	\$ 19.56	\$ 32.61	\$ 64.55	\$ 107.61
10	Marketing Coordinator II	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
9	Marketing Coordinator I	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
8	Marketing Assistant	\$ 17.61	\$ 26.41	\$ 58.11	\$ 87.15
13,12	Information Resources Manager	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
11	Librarian	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
9	Library Specialist	\$ 19.56	\$ 29.35	\$ 64.55	\$ 96.86
7	Sr Library Assistant	\$ 15.85	\$ 23.77	\$ 52.31	\$ 78.44
6	Library Assistant	\$ 14.26	\$ 21.39	\$ 47.06	\$ 70.59

	Grade	Classification	Direct Salary Rate (DSR) per Classifications		Billing Rate	
			Min	Max	Min	Max
Human Resources	18,17	Director of Human Resources	\$ 44.29	\$ 73.44	\$ 146.16	\$ 242.35
	15	Learning & People Development Manager	\$ 36.25	\$ 54.38	\$ 119.63	\$ 179.45
	15,14	Human Resources Manager	\$ 32.80	\$ 54.38	\$ 108.24	\$ 179.45
	15,14	Recruiting Manager	\$ 32.80	\$ 54.38	\$ 108.24	\$ 179.45
	12	Sr Technical Recruiter	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
	13,12	Sr Human Resources Generalist	\$ 26.84	\$ 44.50	\$ 88.57	\$ 146.85
	11	Technical Recruiter	\$ 24.15	\$ 36.23	\$ 79.70	\$ 119.56
	10	Human Resources Generalist	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	10	HRIS Specialist	\$ 21.74	\$ 32.61	\$ 71.74	\$ 107.61
	9,8	Human Resources Program Coordinator	\$ 17.61	\$ 29.35	\$ 58.11	\$ 96.86
	7	Human Resources Assistant	\$ 15.85	\$ 23.77	\$ 52.31	\$ 78.44
Positions Outside Established Job Groups	20	Director of Risk Management	\$ 59.81	\$ 89.71	\$ 197.37	\$ 296.04
	12,11	Executive Assistant	\$ 24.15	\$ 40.26	\$ 79.70	\$ 132.86
	12	Executive Assistant to the CEO	\$ 26.84	\$ 40.26	\$ 88.57	\$ 132.86
	20,19	Principal Consultant	\$ 54.11	\$ 89.71	\$ 178.56	\$ 296.04
	19,18	Sr Consultant	\$ 48.96	\$ 81.17	\$ 161.57	\$ 267.86

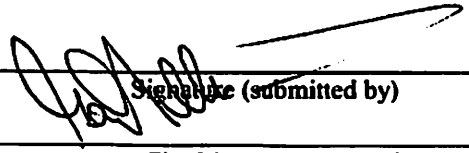
Parametrix staff will travel to Brookings only when necessary and as directed by City staff. Parametrix staff will travel in the most economical mode utilizing government rates where possible. Parametrix will charge for direct expenses related to travel to and from Brookings from our Portland office including, as applicable, mileage, vehicle rental, gas, airfare, lodging and food.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 11, 2012

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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**Subject:** Collective Bargaining Agreement with Teamsters Local 223 Brookings General Employee Unit

**Recommended Motion:**

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

**Financial Impact:** Net cost increase of \$92,545 over the three year term of the agreement

**Background/Discussion:**

The City's collective bargaining agreement with Teamsters Local 223 General Employee Unit expired on June 30, 2011 and the City has been engaged in collective bargaining for a new contract for more than 12 months. A new three-year collective bargaining agreement with the Teamsters Union representing the City of Brookings general employees has been executed by the union membership.

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 14 Public Works, Treatment Plant and City Hall employees.

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 \$92,545

The agreement covers a wide variety of other matters, ranging from the provisions of City provided uniforms 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 General Employee and Teamsters Local Union No. 223 Collective Bargaining Agreement July 1, 2011-June 30, 2014.

**CITY OF BROOKINGS (GENERAL EMPLOYEES)**

**AND**

**TEAMSTERS LOCAL UNION NO. 223**

**COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2011 - JUNE 30, 2014**



## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	1
1.1 Recognition. ....	1
ARTICLE 2 - NON-DISCRIMINATION .....	1
2.1 Non-Discrimination. ....	1
2.2 Gender. ....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	1
3.1 Management Rights.....	1
ARTICLE 4 - PERSONNEL MANUAL .....	2
4.1 Manual. ....	2
ARTICLE 5 - UNION SECURITY.....	2
5.1 Fair Share.....	2
5.2 Religious Objection. ....	2
5.3 Check Off. ....	2
5.4 Hold Harmless.....	3
5.5 New Hires.....	3
ARTICLE 6 - WAGES.....	3
6.1 Wages. ....	3
6.2 Pay periods. ....	3
6.3 Acting in Capacity.....	3
6.4 New Classifications. ....	3
6.5 Anniversary Date.....	4
6.6 Step Increases. ....	4
ARTICLE 7 - CERTIFICATION PAY.....	4
7.1 Certification Pay. ....	4
ARTICLE 8 - HOURS OF WORK .....	4
8.1 Work Week/Day. ....	4
8.2 Breaks.....	5
8.3 Flexible Work Schedule.....	5
8.4 Work Schedule.....	5
8.5 Trade Days.....	5
ARTICLE 9 - OVERTIME .....	5
9.1 Overtime.....	5

9.2	Compensatory Time.	6
9.3	Standby.	6
ARTICLE 10 - CALL BACK TIME		6
10.1	Call Back Time.	6
ARTICLE 11 - HOLIDAY		7
11.1	Holidays.	7
11.2	Holiday Pay.	7
11.3	Holiday Work.	7
11.4	Observed.	7
ARTICLE 12 - VACATIONS		7
12.1	Accrual Rates.	7
12.2	Pay Rate.	8
12.3	Continuous Service.	8
12.4	Death or Termination.	8
12.5	Accrual.	8
12.6	Scheduling.	8
ARTICLE 13 - SICK LEAVE		9
13.1	Accrual.	9
13.2	Utilization.	9
13.3	Family Illness.	9
13.4	Compassionate Leave.	9
13.5	Immediate Family.	10
13.6	Integration With Worker's Compensation.	10
13.7	Sick Leave Without Pay.	10
13.8	Transfer of Sick Leave.	10
ARTICLE 14 - UNION LEAVE		10
14.1	Stewards.	10
ARTICLE 15 - Other Leaves of Absence		10
15.1	Miscellaneous Leave With Pay.	10
15.2	Military and Peace Corps Leave.	11
15.3	Leave Without Pay.	11
ARTICLE 16 - SENIORITY		11
16.1	Definition.	11
16.2	Seniority List.	11



16.3	Lay Off. ....	11
16.4	Bumping.....	11
16.5	Recall. ....	12
16.6	Probationary Period. ....	12
16.7	Promotional Probationary Period. ....	12
<b>ARTICLE 17 - JOB DESCRIPTIONS .....</b>		<b>12</b>
17.1	Job Descriptions.....	12
<b>ARTICLE 18 - CLOTHING AND EQUIPMENT .....</b>		<b>12</b>
18.1	Uniforms.....	12
<b>ARTICLE 19 - MILEAGE AND PER DIEM .....</b>		<b>13</b>
19.1	Per Diem. ....	13
19.2	Mileage. ....	13
<b>ARTICLE 20 - RETIREMENT .....</b>		<b>13</b>
20.1	Retirement. ....	13
<b>ARTICLE 21 - HEALTH INSURANCE .....</b>		<b>13</b>
21.1	Medical, Dental and Vision.....	13
21.2	Part-Time Employees.....	14
<b>ARTICLE 22 - LIFE INSURANCE.....</b>		<b>15</b>
22.1	Life Insurance.....	15
<b>ARTICLE 23 - LIABILITY AND INDEMNIFICATION.....</b>		<b>15</b>
23.1	Liability Insurance. ....	15
<b>ARTICLE 24 - EDUCATIONAL REIMBURSEMENT .....</b>		<b>15</b>
24.1	Reimbursement.....	15
<b>ARTICLE 25 - DISCIPLINE .....</b>		<b>16</b>
25.1	Discipline.....	16
25.2	Discharge.....	16
25.3	Right to Representation. ....	16
<b>ARTICLE 26 - USE OF ALCOHOL AND DRUGS .....</b>		<b>16</b>
26.1	City Policy Applicability and Employee Rights. ....	16
<b>ARTICLE 27 - PERSONNEL FILES .....</b>		<b>17</b>
27.1	Inspection.....	17
27.2	Employee Response .....	17
27.3	Employee Signature.....	17
27.4	Removal of Disciplinary Actions.....	17

ARTICLE 28 - GRIEVANCE PROCEDURE .....	18
28.1 Procedure. ....	18
28.2 Expenses. ....	19
28.3 Time Limits.....	19
ARTICLE 29 - NO STRIKE - NO LOCKOUT .....	19
29.1 Strike.....	19
29.2 Discipline.....	20
29.3 Union's Responsibility. ....	20
29.4 Picket Line. ....	20
29.5 Lockout. ....	20
ARTICLE 30 - BULLETIN BOARD .....	20
30.1 Bulletin Board.....	20
ARTICLE 31 - OUTSIDE EMPLOYMENT .....	20
31.1 Application. ....	20
31.2 City Response.....	21
31.3 Revocation.....	21
ARTICLE 32 - SAVINGS CLAUSE.....	21
32.1 Savings Clause. ....	21
ARTICLE 33 - TERM OF AGREEMENT .....	21
33.1 Term.....	21
EXHIBIT "A" - SCHEUDLE "A" WAGES .....	22
MEMORANDUM OF UNDERSTANDING .....	25

## **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. 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 15<sup>th</sup> 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.**

For employees hired after July 1, 2005, certification pay will be paid at 1% for each certification level that is above and beyond the level required for the position, up to a maximum of five percent (5%). Employees shall receive the increase in their monthly salary beginning the first of the month after the City is in receipt of said certification.

For employees hired prior to July 1, 2005, certification pay will be paid at one percent (1%) for each certification required for the position as long as the required certifications are received prior to July 1, 2006. Certification pay will also be paid at one percent (1%) for each certification received above and beyond what is required for the position. The maximum total certification pay attainable is five percent (5%).

**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-half (1 ½) 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 leaves 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 a 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 1.5 hours of straight time pay, exclusive of any pay differential, or, at the employee's discretion, 1.5 hours of compensatory time for each day of standby. Three (3.0) hours of compensatory or straight time pay shall be received on a holiday as recognized in Article 11.1

Employees who are assigned to standby on a holiday (as recognized in Article 1.1), as part of a three-day weekend (Saturday, Sunday and Friday or Monday) shall receive an additional two 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 Time.**

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.



## **ARTICLE 11 - HOLIDAY**

### **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 King's Birthday on the third Monday in January
3. President's day on the 3<sup>rd</sup> Monday in February
4. Memorial day on the last Monday in May
5. Independence Day on July 4
6. Labor Day on the 1<sup>st</sup> Monday in September
7. Veterans Day, November 11
8. Thanksgiving Day on the 4<sup>th</sup> 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 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 30<sup>th</sup>. 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:

Completed Years of Continuous Service	Vacation Earned
1-4	112 hours

Completed Years of Continuous Service	Vacation Earned
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, ie: 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 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.

### **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 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. 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 closest 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 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 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. 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." 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. The HDHP plan will be executed on June 1, 2012. Upon execution:

The City will pay a lump sum contribution to the employee's HSA account in the amount of \$1,041.67 (\$1,250-\$208.33) for employee only or \$1,666.67 (\$2,000-\$333.33) 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 \$1,250 for employee only or \$2,000 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 \$1,000 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 \$1,000 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 \$1,000 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; parties will share Arbiter costs, if any.

Eligibility is subject to the terms of CCIS insurance provider.

#### **21.2 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 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 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 2 and within ten (10) days of the City Manager's response in Step 2, 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 4, 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 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 upon execution and shall remain in effect through June 30, 2014. 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:

*Ron Hendricks*  
Signature Date  
*Council President*  
Title

For the Union:

*Chad J. B.* *5/24/12*  
Signature Date  
*Secretary Treasurer*  
Title

# **EXHIBIT "A" - SCHEUDLE "A" WAGES**

## **CITY OF BROOKINGS GENERAL SALARY SCHEDULE**

**7/1/2011**

<b>Teamsters, General (COLA Effective 7/1/11, 0%)</b>	<b>Step Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Building Official</b>	<b>16</b>	<b>3865</b>	<b>4058</b>	<b>4261</b>	<b>4474</b>	<b>4698</b>	<b>4933</b>	<b>5180</b>
<b>Senior Planner</b>	<b>14</b>	<b>3507</b>	<b>3682</b>	<b>3866</b>	<b>4059</b>	<b>4262</b>	<b>4475</b>	<b>4699</b>
<b>Inspector</b>	<b>13</b>	<b>3343</b>	<b>3510</b>	<b>3685</b>	<b>3869</b>	<b>4062</b>	<b>4265</b>	<b>4478</b>
<b>Lead Treatment Operator</b>	<b>13</b>	<b>3343</b>	<b>3510</b>	<b>3685</b>	<b>3869</b>	<b>4062</b>	<b>4265</b>	<b>4478</b>
<b>Parks Foreman</b>	<b>12</b>	<b>3181</b>	<b>3340</b>	<b>3507</b>	<b>3682</b>	<b>3866</b>	<b>4059</b>	<b>4262</b>
<b>Public Works Foreman</b>	<b>12</b>	<b>3181</b>	<b>3340</b>	<b>3507</b>	<b>3682</b>	<b>3866</b>	<b>4059</b>	<b>4262</b>
<b>Treatment Plant Operator</b>	<b>9</b>	<b>2888</b>	<b>3032</b>	<b>3184</b>	<b>3343</b>	<b>3510</b>	<b>3685</b>	<b>3869</b>
<b>Planning Secretary</b>	<b>9</b>	<b>2888</b>	<b>3032</b>	<b>3184</b>	<b>3343</b>	<b>3510</b>	<b>3685</b>	<b>3869</b>
<b>Equip Operator/Utility Wrkr</b>	<b>8</b>	<b>2618</b>	<b>2749</b>	<b>2886</b>	<b>3030</b>	<b>3181</b>	<b>3340</b>	<b>3507</b>
<b>Utility Services Technician</b>	<b>8</b>	<b>2618</b>	<b>2749</b>	<b>2886</b>	<b>3030</b>	<b>3181</b>	<b>3340</b>	<b>3507</b>
<b>Utility Worker/Mechanic</b>	<b>8</b>	<b>2618</b>	<b>2749</b>	<b>2886</b>	<b>3030</b>	<b>3181</b>	<b>3340</b>	<b>3507</b>
<b>Accounts Rec Clerk II</b>	<b>7</b>	<b>2492</b>	<b>2617</b>	<b>2748</b>	<b>2885</b>	<b>3029</b>	<b>3180</b>	<b>3339</b>
<b>Accounts Receivable Clerk</b>	<b>6</b>	<b>2373</b>	<b>2492</b>	<b>2617</b>	<b>2748</b>	<b>2885</b>	<b>3029</b>	<b>3180</b>
<b>Accounts Payable Clerk</b>	<b>6</b>	<b>2373</b>	<b>2492</b>	<b>2617</b>	<b>2748</b>	<b>2885</b>	<b>3029</b>	<b>3180</b>
<b>Parks Maintenance</b>	<b>6</b>	<b>2373</b>	<b>2492</b>	<b>2617</b>	<b>2748</b>	<b>2885</b>	<b>3029</b>	<b>3180</b>
<b>Utility Worker II</b>	<b>6</b>	<b>2373</b>	<b>2492</b>	<b>2617</b>	<b>2748</b>	<b>2885</b>	<b>3029</b>	<b>3180</b>
<b>Trtmnt Plant Operator Asst</b>	<b>6</b>	<b>2373</b>	<b>2492</b>	<b>2617</b>	<b>2748</b>	<b>2885</b>	<b>3029</b>	<b>3180</b>
<b>Utility Worker I</b>	<b>5</b>	<b>2259</b>	<b>2372</b>	<b>2491</b>	<b>2616</b>	<b>2747</b>	<b>2884</b>	<b>3028</b>



**CITY OF BROOKINGS  
GENERAL  
SALARY SCHEDULE**

**7/1/2012**

<b>Teamsters, General</b> (COLA Effective 7/1/12, 3.0%)	<b>Step Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Building Official	<b>16</b>	3982	4181	4390	4609	4839	5081	5335
Senior Planner	<b>14</b>	3611	3792	3982	4181	4390	4610	4840
Inspector	<b>13</b>	3441	3613	3794	3984	4183	4392	4612
Lead Treatment Operator	<b>13</b>	3441	3613	3794	3984	4183	4392	4612
Parks Foreman	<b>12</b>	3275	3439	3611	3792	3982	4181	4390
Public Works Foreman	<b>12</b>	3275	3439	3611	3792	3982	4181	4390
Treatment Plant Operator	<b>9</b>	2973	3122	3278	3442	3614	3795	3985
Planning Secretary	<b>9</b>	2973	3122	3278	3442	3614	3795	3985
Equip Operator/Utility Wrkr	<b>8</b>	2695	2830	2971	3120	3276	3440	3612
Utility Services Technician	<b>8</b>	2695	2830	2971	3120	3276	3440	3612
Utility Worker/Mechanic	<b>8</b>	2695	2830	2971	3120	3276	3440	3612
Accounts Rec Clerk II	<b>7</b>	2566	2694	2829	2970	3119	3275	3439
Accounts Receivable Clerk	<b>6</b>	2444	2566	2694	2829	2970	3119	3275
Accounts Payable Clerk	<b>6</b>	2444	2566	2694	2829	2970	3119	3275
Parks Maintenance	<b>6</b>	2444	2566	2694	2829	2970	3119	3275
Utility Worker II	<b>6</b>	2444	2566	2694	2829	2970	3119	3275
Trtmnt Plant Operator Asst	<b>6</b>	2444	2566	2694	2829	2970	3119	3275
Utility Worker I	<b>5</b>	2328	2444	2566	2694	2829	2970	3119

**CITY OF BROOKINGS  
GENERAL  
SALARY SCHEDULE**

**7/1/2013**

**Teamsters, General**  
(COLA Effective 7/1/13, 3.0%)

	<b>Step Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Building Official	<b>16</b>	4101	4306	4521	4747	4984	5233	5495
Senior Planner	<b>14</b>	3721	3907	4102	4307	4522	4748	4985
Inspector	<b>13</b>	3546	3723	3909	4104	4309	4524	4750
Lead Treatment Operator	<b>13</b>	3546	3723	3909	4104	4309	4524	4750
Parks Foreman	<b>12</b>	3375	3544	3721	3907	4102	4307	4522
Public Works Foreman	<b>12</b>	3375	3544	3721	3907	4102	4307	4522
Treatment Plant Operator	<b>9</b>	3064	3217	3378	3547	3724	3910	4105
Planning Secretary	<b>9</b>	3064	3217	3378	3547	3724	3910	4105
Equip Operator/Utility Wrkr	<b>8</b>	2775	2914	3060	3213	3374	3543	3720
Utility Services Technician	<b>8</b>	2775	2914	3060	3213	3374	3543	3720
Utility Worker/Mechanic	<b>8</b>	2775	2914	3060	3213	3374	3543	3720
Accounts Rec Clerk II	<b>7</b>	2642	2774	2913	3059	3212	3373	3542
Accounts Receivable Clerk	<b>6</b>	2516	2642	2774	2913	3059	3212	3373
Accounts Payable Clerk	<b>6</b>	2516	2642	2774	2913	3059	3212	3373
Parks Maintenance	<b>6</b>	2516	2642	2774	2913	3059	3212	3373
Utility Worker II	<b>6</b>	2516	2642	2774	2913	3059	3212	3373
Trtmnt Plant Operator Asst	<b>6</b>	2516	2642	2774	2913	3059	3212	3373
Utility Worker I	<b>5</b>	2397	2517	2643	2775	2914	3060	3213

**MEMORANDUM OF UNDERSTANDING**

**CITY OF BROOKINGS  
&  
TEAMSTERS LOCAL #223  
PUBLIC WORKS UNIT**

WHEREAS, the parties have reached agreement for a successor collective bargaining agreement for the named term of July 1, 2011, as upon execution, to July 1, 2014.

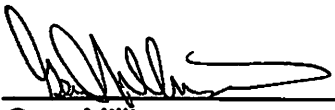
WHEREAS, the parties have agreed to discontinue OTET insurance coverage and move to CIS coverage on June 1, 2012.

WHEREAS, the parties agree to the continuation of the OTET insurance coverage until the transfer to CIS coverage on June 1, 2012.

The parties agree to the following:

1. The parties will continue OTET insurance coverage as identified under the July 1, 2008-June 30, 2011 collective bargaining agreement, including the terms provided for under Article 21, Health Insurance, as related to OTET insurance coverage, eligibility, and conditions including the subscription agreement. The current premium rates and contributions paid by the City will remain as paid and status quo.
2. Effective June 1, 2012, the parties acknowledge change of insurance coverage to the CIS plan, as agreed to in the successor labor agreement.
3. The parties agree that there is no intent of any lapse in coverage, and therefore the OTET coverage will only cease upon execution and implementation of the new CIS coverage.
4. The parties have agreed to provide joint notice to OTET regarding this transition of coverage.
5. This agreement is of limited term until execution and implementation of the new CIS coverage.

This agreement is effective upon execution by signatures below:

  
\_\_\_\_\_  
Gary Milliman,  
City Manager

05/08/12  
date

  
\_\_\_\_\_  
Brent Jensen  
Teamster Representative

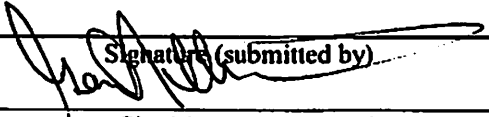
5/17/12  
date

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 11, 2012

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

---

**Subject:** Non-Represented Employee Compensation

**Recommended Motion:**

Motion to approve a 3.0 per cent cost of living adjustment (COLA) for all non-union City employees, exclusive of the City Manager, effective July 1, 2012, and to adopt the same health insurance program and same employee contribution amounts as provided in the collective bargaining agreement with Teamsters Local 223 police unit.

**Financial Impact:** Net cost increase over the three-year period 7/1/11-6/30/14 is \$93,838.

**Background/Discussion:**

The City Council has approved collective bargaining agreements with Teamsters Local 223 which set forth employee compensation and other terms of conditions of employment for the 31 full time employees who are covered in those labor agreements.

Among the compensation items provided in the labor agreements are a 3.0 per cent cost of living salary increase effective July 1, 2012, and a change in the manner in which the City provides health insurance coverage, and the amount of premium contributed by employees.

The adopted 2012-13 budget provides sufficient funding to extend the same salary and health insurance benefit provisions provided for union employees to the 15 non-union full time employees, with the COLA also being budgeted for non-union part time employees.

In fiscal 2010-11 the City Council chose not to extend the same salary COLA increases to non-union employees; and non-union employees did not receive a COLA in 2011-12.

Management is preparing a non-union employee compensation Resolution for City Council consideration, but has not completed work on this comprehensive document.

The City Manager's salary is established by separate agreement.

# City of Brookings

## CITY COUNCIL MEETING Minutes

**Tuesday, May 29, 2012**

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

### **Call to Order**

Mayor Hedenskog called the meeting to order at 7:00pm.

### **Roll Call**

Council Present: Mayor Ron Hedenskog, Councilors Dave Gordon, Jake Pieper, and Brent Hodges; a quorum present.

Staff Present: City Manager Gary Milliman, Administrative Services Director Janell Howard, Public Works Director Loree Pryce, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Coastal Pilot Reporter Jane Stebbins and approximately four public.

**Councilor Pieper moved, a second followed and Council voted unanimously to move Item G [Staff Reports] up on the agenda [to follow Ceremonies, Appointments and Announcements].**

### **Ceremonies/Appointments/Announcements**

*Swearing in of Mayor Ron Hedenskog.*

Judge Richard Harper swore Ron Hedenskog in as Mayor.

*Review timeline for filling vacant Council Position #4.*

City Manager Milliman reviewed the timeline.

*Parks & Recreation Commission appointment.*

Councilor Pieper moved, a second followed and Council voted unanimously to appoint Garth Richey to Parks & Recreation Commission Position #2.

*Announcement of Yard of the Month Awards.*

Mayor Hedenskog announced May Yard of the Month Awards as follows:

- Best Residential – Tom & Joye Kerr, 1029 Seventh Street
- Best Commercial - Bi-Mart Corporation, 248 Wharf Street

### **Staff Reports**

*Wastewater Treatment Plan Hillside Stabilization Project Statement of Assurances and Letter of Commitment to apply for federal relief funds.*

Director Pryce reviewed the staff report.

**Councilor Gordon moved, a second followed and Council voted unanimously to authorize the City Manager to execute the Statement of Assurances for Maintenance form and the mayor to sign the Letter of Commitment to apply for federal relief funds for the Wastewater Treatment Plan Hillside Stabilization Project.**

*Curry Transfer and Recycling (CTR) rate increase.*

City Manager Milliman reviewed the staff report.

Pete Smart, CTR owner, said that while it is available to go for the full CPI, they were trying to keep the increase low due to the tough economy.

**Councilor Pieper moved, a second followed and Council voted unanimously to approve a new rate schedule to be effective July 1, 2012 for refuse collection and recycling services provided by Curry Transfer and Recycling, such schedule reflecting a 2.53 percent increase in rates.**

**Public Hearings/Ordinances/Resolutions/Final Orders**

*Ordinance 12-O-697 amending Brookings Municipal Code Chapter 13.05, Water, and Section 13.15.022, Sewer Service Account Fee.*

Director Howard reviewed the staff report.

Councilor Gordon moved, a second followed and Council voted unanimously to do a first reading of Ordinance 12-O-697 by title only.

Mayor Hedenskog read the title.

Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading of Ordinance 12-O-697 by title only.

Mayor Hedenskog read the title.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 12-O-697, [amending Brookings Municipal Code Chapter 13.05, Water, and Section 13.15.022, Sewer Service Account Fee].**

*Resolutions adopting Water and Sewer Rates and System Replacement Fees for Fiscal Year 2012-13.*

Director Howard reviewed the staff report.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 12-R-981, adopting Water Rates for 2012-13.**

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 12-R-982 adopting Sewer Rates for 2012-13.**

**Councilor Gordon moved, a second followed and Council voted unanimously to adopt Resolution 12-R-983 adopting System Replacement Fees for 2012-13.**

*Public hearings and adoption of resolutions declaring the City's election to receive state revenues and adopting the City's budget, declaring tax levied, and making appropriations for FY 2012-13 and categorizing the levy.*

Director Howard reviewed the staff report and Mayor Hedenskog opened the public hearing at 7:34pm. There were no comments and the hearing was closed at 7:35pm.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 12-R-984, declaring the City's election to receive state revenues for 2012-13 fiscal year.**

Councilor Pieper asked if Director Howard could review the financial impact and background/discussion portions of the agenda report and Howard did so. Pieper said that the rate increase was due in part to a lack of development and asked Howard if the total percentage of rate increase to fill that gap was about 20% and Howard said that

was correct. Pieper also remarked that the City was using some of the SDC funds this year to fill that gap, but that next year would likely see a similar increase in rates and that once the gap was covered the increases would likely decrease significantly.

Councilor Gordon asked Howard to address the comment made by one of the applicants for Council Position #4 regarding the City not having a balanced budget and Howard said that the budget is balanced as required by Oregon law and that the City had done the correct things in the budget to ensure that there is no short-fall and so was unaware to what the applicant was referring.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 12-R-985, adopting the City of Brookings' budget, declaring tax levied, making appropriations for 2012-13 fiscal year, and categorizing the levy.**

**Oral Requests and Communications from the audience**

Tony Parrish, Redwood Street, commented on the condition of the sidewalk from the Triangle Garden to Oak Street, saying it was "unwalk-able" due to weeds and the drains are not working properly, as well as looking bad. The area in question is under ODOT's jurisdiction but he hoped the City would ask the state to take care of it.

**Consent Calendar**

1. Approve Council minutes for May 14, 2012.
2. Approve Liquor License Application for Khun Thai Restaurant, 925 Chetco Ave.
3. Receive monthly financial report for April, 2012.

**Councilor Pieper moved, a second followed and Council voted unanimously to Approve the Consent Calendar as written.**

**Adjournment**

**Councilor Gordon moved, a second followed and Council voted unanimously to adjourn by voice vote at 7:46pm.**

A meeting of the Urban Renewal Agency immediately followed.

Respectfully submitted:

ATTESTED:

this \_\_\_\_\_ day of \_\_\_\_\_ 2012:

\_\_\_\_\_  
Ron Hedenskog, Mayor

\_\_\_\_\_  
Joyce Heffington, City Recorder

RECEIVED  
MAY 31 2012  
2.095216 \$25.00  
CITY OF BROOKINGS



OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION

<p>Application is being made for:</p> <p><b>LICENSE TYPES</b></p> <p><input type="checkbox"/> Full On-Premises Sales (\$402.60/yr)</p> <p><input type="checkbox"/> Commercial Establishment</p> <p><input type="checkbox"/> Caterer</p> <p><input type="checkbox"/> Passenger Carrier</p> <p><input type="checkbox"/> Other Public Location</p> <p><input type="checkbox"/> Private Club</p> <p><input type="checkbox"/> Limited On-Premises Sales (\$202.60/yr)</p> <p><input checked="" type="checkbox"/> Off-Premises Sales (\$100/yr)</p> <p><input type="checkbox"/> with Fuel Pumps</p> <p><input type="checkbox"/> Brewery Public House (\$252.60)</p> <p><input type="checkbox"/> Winery (\$250/yr)</p> <p><input type="checkbox"/> Other: _____</p> <p><b>90-DAY AUTHORITY</b></p> <p><input type="checkbox"/> 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</p> <p><b>APPLYING AS:</b></p> <p><input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Individuals</p>		<p><b>ACTIONS</b></p> <p><input type="checkbox"/> Change Ownership</p> <p><input checked="" type="checkbox"/> New Outlet</p> <p><input type="checkbox"/> Greater Privilege</p> <p><input type="checkbox"/> Additional Privilege</p> <p><input type="checkbox"/> Other: _____</p>	<p><b>CITY AND COUNTY USE ONLY</b></p> <p>Date application received: _____</p> <p>The City Council or County Commission:</p> <p>_____</p> <p>(name of city or county)</p> <p>recommends that this license be:</p> <p><input type="checkbox"/> Granted <input type="checkbox"/> Denied</p> <p>By: _____</p> <p>(signature) (date)</p> <p>Name: _____</p> <p>Title: _____</p>
		<p><b>OLCC USE ONLY</b></p> <p>Application Rec'd by: <u>[Signature]</u></p> <p>Date: <u>5/31/12</u></p> <p>90-day authority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

- Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
  - C&K Express, LLC
  -
- Trade Name (dba): Chetco Pharmacy & Gifts
- Business Location: 880 Chetco Avenue Brookings Curry Oregon 97416  
(number, street, rural route) (city) (county) (state) (ZIP code)
- Business Mailing Address: 615 5th Street Brookings Oregon 97416  
(PO box, number, street, rural route) (city) (state) (ZIP code)
- Business Numbers: 541-489-2818 (541) 489-4051  
(phone) (fax)
- Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No
- If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_
- Former Business Name: \_\_\_\_\_
- Will you have a manager? ☒ Yes ☐ No Name: Lindsay Blanchard  
(manager must fill out an Individual History form)
- What is the local governing body where your business is located? Brookings, Oregon, Curry County  
(name of city or county)
- Contact person for this application: William Glasson (541) 412-3150  
(name) (phone number(s))  
615 5th Street (541) 412-0002 will.glasson@ckmarket.com  
(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 05/23/2012 ② \_\_\_\_\_ Date \_\_\_\_\_  
③ \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

1-800-452-OLCC (6522) • www.oregon.gov/olcc

(rev. 03/2011)



# CITY OF BROOKINGS POLICE DEPARTMENT


Chris Wallace, Chief of Police



**To:** Brookings City Council through City Manager Gary Milliman  
**From:** Chief Chris Wallace 27813/201  
**Date:** June 1, 2012  
**Subject:** New Outlet (Limited Liability Company)

The Brookings Police Department found no **local** disqualifying information prohibiting C&K Express LLC in applying for a new outlet and off premises sale liquor license application for Chetco Pharmacy & Gifts located at 890 Chetco Avenue, Brookings, Oregon. C&K Express LLC also supplied individual history for its' on site manager to fulfill application requirements. It is the recommendation of the Brookings Police Department the above mentioned applicant be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

  
Chief Chris Wallace  
Brookings Police Department



898 ELK DRIVE  
Brookings, Or. 97415  
[www.brookings.or.us](http://www.brookings.or.us)

Phone: (541) 469-3118  
Fax: (541) 412-0253

**America's  
Wild Rivers  
Coast.**  
OFFICIAL OF BROOKINGS CITY

## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/12	05/12/2012	68124	1357	Curry County Clerk	10002005	46.75- V
05/12	05/12/2012	68178	4848	Frontier	10002005	1,025.00- V
05/12	05/01/2012	68222	537	Oregon Teamster Emp Trust	10002005	2,471.76
05/12	05/03/2012	68223	4931	AlphCard	10002005	106.44
05/12	05/03/2012	68224	4828	American Press, Inc	10002005	500.00
05/12	05/03/2012	68225	342	Applied Industrial Technology	10002005	114.92
05/12	05/03/2012	68226	3531	Appraver	10002005	523.68
05/12	05/03/2012	68227	4752	Border Coast Regional Airport Authority	10002005	4,473.74
05/12	05/03/2012	68228	313	Brookings Vol Firefighters	10002005	2,250.00
05/12	05/03/2012	68229	148	Brookings-Harbor Chamber of Commerce	10002005	2,934.59
05/12	05/03/2012	68230	4932	Sport Supply Group, Inc	10002005	4,187.18
05/12	05/03/2012	68231	528	Casefile, Inc	10002005	500.00
05/12	05/03/2012	68232	1840	Chetco Federal Credit Union	10002005	3,053.00
05/12	05/03/2012	68233	3834	Clean Sweep Janitorial Service	10002005	842.00
05/12	05/03/2012	68234	1745	Coastal Paper & Supply, Inc	10002005	243.26
05/12	05/03/2012	68235	1740	Code Publishing Company Inc	10002005	84.35
05/12	05/03/2012	68236	151	Curry Coastal Pilot	10002005	1,228.75
05/12	05/03/2012	68237	259	Da-Tone Rock Products	10002005	1,287.74
05/12	05/03/2012	68238	284	Day Management Corp	10002005	886.50
05/12	05/03/2012	68239	1	Jason Bateman	10002005	37.81
05/12	05/03/2012	68240	1	David & Brenda Blythe	10002005	34.80
05/12	05/03/2012	68241	1	Deborah Thompson	10002005	45.80
05/12	05/03/2012	68242	4595	Doctor "D" Autocare	10002005	643.15
05/12	05/03/2012	68243	4876	D'aineZ	10002005	1,925.00
05/12	05/03/2012	68244	749	Emerald Pool & Patio	10002005	2,255.40
05/12	05/03/2012	68245	3342	Fastenal	10002005	73.87
05/12	05/03/2012	68246	4848	Frontier	10002005	635.98
05/12	05/03/2012	68247	289	Graininger	10002005	740.16
05/12	05/03/2012	68248	167	Hach Company	10002005	278.95
05/12	05/03/2012	68249	199	Harper, Richard	10002005	300.00
05/12	05/03/2012	68250	162	Kerr Hardware	10002005	500.23
05/12	05/03/2012	68251	3678	Kenneth Manuele	10002005	478.00
05/12	05/03/2012	68252	4269	Milliman, Gary	10002005	87.50
05/12	05/03/2012	68253	4933	Miranda Gerwien	10002005	200.00
05/12	05/03/2012	68254	2827	Dianne Morris	10002005	35.00
05/12	05/03/2012	68255	283	Mufflers & More	10002005	209.95
05/12	05/03/2012	68256	433	NCL of Wisconsin	10002005	225.43
05/12	05/03/2012	68257	4793	Nor-Pac Power Systems LLC	10002005	1,283.20
05/12	05/03/2012	68258	2283	Northwest Technical, Inc	10002005	3,500.00
05/12	05/03/2012	68259	1330	Northwest Uniforms, Inc	10002005	198.12
05/12	05/03/2012	68260	252	Paramount Pest Control	10002005	45.00
05/12	05/03/2012	68261	4934	Phoenix Inn Suites	10002005	184.80
05/12	05/03/2012	68262	322	Postmaster	10002005	820.00
05/12	05/03/2012	68263	207	Quill Corporation	10002005	64.25
05/12	05/03/2012	68264	3	Brookings Hearth & Home	10002005	18.93
05/12	05/03/2012	68265	3	Catherine Cato	10002005	16.25
05/12	05/03/2012	68266	3	Gardner, Angela	10002005	38.50
05/12	05/03/2012	68267	3	Victoria Kessler	10002005	73.16
05/12	05/03/2012	68268	3	Rod Morris	10002005	73.20
05/12	05/03/2012	68269	3	Chelsea Olson	10002005	104.00
05/12	05/03/2012	68270	3	Carol Puget	10002005	77.38
05/12	05/03/2012	68271	3	Cheryl Thorp	10002005	38.81
05/12	05/03/2012	68272	3	Marian Waldron	10002005	40.24

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/12	05/03/2012	68273	3	Jing Yan Zhou	10002005	40.01
05/12	05/03/2012	68274	3854	Riverside Manufacturing Co	10002005	108.45
05/12	05/03/2012	68275	3389	Schwabe Williamson & Wyatt PC	10002005	507.00
05/12	05/03/2012	68276	318	South Coast Storage & Industry	10002005	150.00
05/12	05/03/2012	68277	380	Stadelman Electric Inc	10002005	1,880.38
05/12	05/03/2012	68278	748	Sun Badge Company	10002005	208.25
05/12	05/03/2012	68279	2883	Verizon Wireless	10002005	382.66
05/12	05/03/2012	68280	881	Village Express Mail Center	10002005	48.88
05/12	05/03/2012	68281	886	Worlton Auto Body, Inc	10002005	1,084.74
05/12	05/03/2012	68282	4131	Zumar Industries Inc	10002005	88.11
05/12	05/08/2012	68283	2340	Diamond Communications, Inc	10002005	1,448.08
05/12	05/11/2012	68284	4477	Alpine Products, Inc	10002005	3,421.75
05/12	05/11/2012	68285	3238	AT&T Mobile	10002005	45.72
05/12	05/11/2012	68286	4935	AWWA Southern Oregon Subsection	10002005	150.00
05/12	05/11/2012	68287	4788	BOLI	10002005	320.19
05/12	05/11/2012	68288	418	Brookings Lock & Safe Co	10002005	92.50
05/12	05/11/2012	68289	715	Budge McHugh Supply	10002005	135.17
05/12	05/11/2012	68290	1745	Coastal Paper & Supply, Inc	10002005	809.84
05/12	05/11/2012	68291	173	Curry Equipment Company	10002005	15.95
05/12	05/11/2012	68292	168	Dan's Auto & Marine Electric	10002005	24.12
05/12	05/11/2012	68293	101	Deluxe Business Checks & Solut	10002005	650.21
05/12	05/11/2012	68294	1	Greenlee, Samantha	10002005	12.91
05/12	05/11/2012	68295	1	David Nguyen	10002005	22.33
05/12	05/11/2012	68296	1	David Ogunesoff	10002005	41.53
05/12	05/11/2012	68297	1	Adam Pomerleau	10002005	20.24
05/12	05/11/2012	68298	1	Travis Teal	10002005	60.00
05/12	05/11/2012	68299	1	Bonnie York	10002005	24.48
05/12	05/11/2012	68300	3342	Fastenal	10002005	74.38
05/12	05/11/2012	68301	153	Ferrellgas	10002005	1,444.12
05/12	05/11/2012	68302	1130	H.D. Fowler	10002005	1,084.80
05/12	05/11/2012	68303	4937	Julie Scherborth	10002005	125.00
05/12	05/11/2012	68304	4938	Kailey Clarno	10002005	200.00
05/12	05/11/2012	68305	328	Les Schwab Tire Center	10002005	575.18
05/12	05/11/2012	68306	283	Mufflers & More	10002005	38.75
05/12	05/11/2012	68307	3159	Northcoast Health Screening	10002005	80.00
05/12	05/11/2012	68308	4224	Oce Imagistics, Inc.	10002005	1,100.00
05/12	05/11/2012	68309	279	One Call Concepts, Inc	10002005	21.12
05/12	05/11/2012	68310	4481	Oregon Society of CPA's	10002005	280.00
05/12	05/11/2012	68311	1251	Performance Promotions	10002005	389.22
05/12	05/11/2012	68312	207	Quill Corporation	10002005	515.83
05/12	05/11/2012	68313	3	Frank Pardy	10002005	42.68
05/12	05/11/2012	68314	4363	Robert N. Black, Attorney	10002005	2,817.00
05/12	05/11/2012	68315	881	Village Express Mail Center	10002005	47.75
05/12	05/11/2012	68316	4938	Virginia Young	10002005	200.00
05/12	05/11/2012	68317	2122	Cardmember Service	10002005	5,052.89
05/12	05/11/2012	68318	4131	Zumar Industries Inc	10002005	129.88
05/12	05/17/2012	68319	342	Applied Industrial Technology	10002005	31.34
05/12	05/17/2012	68320	2505	Aramark	10002005	84.84
05/12	05/17/2012	68321	4944	AT&T Mobility	10002005	11,129.03
05/12	05/17/2012	68322	2407	Blue Star Gas	10002005	1,007.99
05/12	05/17/2012	68323	4193	C & K Markets, Inc	10002005	135.97
05/12	05/17/2012	68324	3015	Charter Communications	10002005	84.90
05/12	05/17/2012	68325	212	Chem Quip Inc	10002005	1,922.29
05/12	05/17/2012	68326	822	Coast Auto Center	10002005	1,215.90
05/12	05/17/2012	68327	803	Commercial Landscape Supply	10002005	328.71
05/12	05/17/2012	68328	182	Coos-Curry Electric	10002005	250.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/12	05/17/2012	68329	1674	Correct Equipment Inc	10002005	19,971.42
05/12	05/17/2012	68330	2542	Crystal Fresh Bottled Water	10002005	160.00
05/12	05/17/2012	68331	4927	Curry Transfer & Recycling	10002005	3,171.37
05/12	05/17/2012	68332	4943	Danielle Smith	10002005	130.00
05/12	05/17/2012	68333	284	Day Management Corp	10002005	1,811.45
05/12	05/17/2012	68334	185	Del Cur Supply	10002005	53.50
05/12	05/17/2012	68335	3316	Department of Environmental Quality	10002005	732.00
05/12	05/17/2012	68336	1	Barbie, Shaun	10002005	88.87
05/12	05/17/2012	68337	1	Michael Tenney	10002005	130.00
05/12	05/17/2012	68338	2340	Diamond Communications, Inc	10002005	1,975.00
05/12	05/17/2012	68339	3342	Fastenal	10002005	74.38
05/12	05/17/2012	68340	4846	Frontier	10002005	815.83
05/12	05/17/2012	68341	1346	Gail's Graphics	10002005	851.00
05/12	05/17/2012	68342	4915	Golf Convergence, Inc	10002005	7,836.88
05/12	05/17/2012	68343	198	Grants Pass Water Lab	10002005	258.00
05/12	05/17/2012	68344	154	Hagen's Dry Cleaners	10002005	110.00
05/12	05/17/2012	68345	4941	Kammeler, Travis	10002005	10.00
05/12	05/17/2012	68346	867	Local Gov't Personnel Inst	10002005	1,798.50
05/12	05/17/2012	68347	4498	Mauldin Electric	10002005	925.00
05/12	05/17/2012	68348	4942	NAS Associates, INC	10002005	4,500.00
05/12	05/17/2012	68349	4487	Net Assets Corporation	10002005	230.00
05/12	05/17/2012	68350	3935	Northern California Glove	10002005	170.00
05/12	05/17/2012	68351	1573	Northwest Business Systems	10002005	281.57
05/12	05/17/2012	68352	4781	OHA Cashier	10002005	70.00
05/12	05/17/2012	68353	3581	Oil Can Henry's	10002005	77.88
05/12	05/17/2012	68354	699	Oregon Dept of Transportation	10002005	966.30
05/12	05/17/2012	68355	3751	Proficient Automotive	10002005	175.00
05/12	05/17/2012	68356	797	Town & Country Animal Clinic	10002005	300.30
05/12	05/17/2012	68357	4836	University Enterprises, Inc.	10002005	110.00
05/12	05/17/2012	68358	881	Village Express Mall Center	10002005	17.20
05/12	05/17/2012	68359	4940	Zoltan Gyurko	10002005	642.52
05/12	05/17/2012	68360	4131	Zumar Industries Inc	10002005	703.31
05/12	05/24/2012	68361	4832	Central Pipeline Inc	10002005	10,488.85
05/12	05/24/2012	68362	164	Chambers South Inc	10002005	110.00
05/12	05/24/2012	68363	3015	Charter Communications	10002005	980.00
05/12	05/24/2012	68364	4945	Child Safety Solutions Inc	10002005	425.00
05/12	05/24/2012	68365	3844	Donna Colby-Hanks	10002005	20.54
05/12	05/24/2012	68366	183	Colvin Oil Company	10002005	5,422.76
05/12	05/24/2012	68367	182	Coos-Curry Electric	10002005	165.81
05/12	05/24/2012	68368	648	Curry County Sheriffs Office	10002005	4,750.00
05/12	05/24/2012	68369	4927	Curry Transfer & Recycling	10002005	533.00
05/12	05/24/2012	68370	1	Elliott, Eloise	10002005	23.07
05/12	05/24/2012	68371	1	Victoria Kessler	10002005	22.55
05/12	05/24/2012	68372	1	Helen Rioolo	10002005	14.30
05/12	05/24/2012	68373	1	Patricia Roach	10002005	98.89
05/12	05/24/2012	68374	1	Jessica Streater	10002005	1.23
05/12	05/24/2012	68375	1	Becky Watwood	10002005	43.89
05/12	05/24/2012	68376	1	Mauel & Stella Winningham	10002005	92.60
05/12	05/24/2012	68377	2640	Dyer Partnership Inc., The	10002005	25,399.23
05/12	05/24/2012	68378	288	Freeman Rock, Inc	10002005	30.00
05/12	05/24/2012	68379	4848	Frontier	10002005	186.69
05/12	05/24/2012	68380	4874	The Galli Group	10002005	9,870.30
05/12	05/24/2012	68381	269	Gratnger	10002005	33.40
05/12	05/24/2012	68382	393	ICMA	10002005	816.00
05/12	05/24/2012	68383	1397	L N Curtis & Sons	10002005	94.27
05/12	05/24/2012	68384	2940	McLennan Contractors LLC	10002005	7,284.10

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/12	05/24/2012	68385	685	Neilson Research Corporation	10002005	353.25
05/12	05/24/2012	68386	4224	Oce Imagistics, Inc.	10002005	62.00
05/12	05/24/2012	68387	426	Oregon Apparatus Repair Inc	10002005	8,079.17
05/12	05/24/2012	68388	1561	Pacific Coast Hearing Center	10002005	30.00
05/12	05/24/2012	68389	3264	Pacific Electrical Contr Inc	10002005	3,249.32
05/12	05/24/2012	68390	4794	Pacific Rim Copy Center	10002005	3.75
05/12	05/24/2012	68391	322	Postmaster	10002005	25.00
05/12	05/24/2012	68392	207	Quill Corporation	10002005	179.88
05/12	05/24/2012	68393	3	Ruth Cavaliere	10002005	8.39
05/12	05/24/2012	68394	3	Scott Hedenskog	10002005	67.31
05/12	05/24/2012	68395	3	Lance & Lauren Kessler	10002005	83.29
05/12	05/24/2012	68396	380	Stadelman Electric Inc	10002005	10,273.22
05/12	05/24/2012	68397	4948	Staven King	10002005	43.60
05/12	05/24/2012	68398	136	United Pipe & Supply Co Inc	10002005	1,633.79
05/12	05/24/2012	68399	990	UPS	10002005	386.35
05/12	05/24/2012	68400	2863	Verizon Wireless	10002005	77.32
05/12	05/24/2012	68401	169	Waste Connections Inc	10002005	586.13
05/12	05/31/2012	68402	342	Applied Industrial Technology	10002005	786.78
05/12	05/31/2012	68403	147	Brookings Glass Inc	10002005	20.00
05/12	05/31/2012	68404	416	Brookings Lock & Safe Co	10002005	585.00
05/12	05/31/2012	68405	4583	Alex Cam-Frederick	10002005	198.00
05/12	05/31/2012	68406	1373	Cascade Fire Equipment	10002005	558.60
05/12	05/31/2012	68407	4928	CIS Benefits	10002005	37.73
05/12	05/31/2012	68408	3844	Donna Colby-Hanks	10002005	108.78
05/12	05/31/2012	68409	182	Coos-Curry Electrical Cooperat, INC	10002005	1,669.87
05/12	05/31/2012	68410	2542	Crystal Fresh Bottled Water	10002005	160.00
05/12	05/31/2012	68411	151	Curry Coastal Pilot	10002005	679.82
05/12	05/31/2012	68412	1	Deposit Refund	10002005	17.82
05/12	05/31/2012	68413	4915	Golf Convergence, Inc	10002005	2,788.34
05/12	05/31/2012	68414	269	Grainger	10002005	89.64
05/12	05/31/2012	68415	4671	Holiday Inn Express	10002005	317.94
05/12	05/31/2012	68416	4948	Howard Johnson Inn Salem	10002005	93.50
05/12	05/31/2012	68417	2216	John D Rapraeger Inc	10002005	15,626.55
05/12	05/31/2012	68418	4947	Microtel Inn	10002005	174.00
05/12	05/31/2012	68419	2089	OVFA	10002005	560.00
05/12	05/31/2012	68420	4794	Pacific Rim Copy Center	10002005	290.00
05/12	05/31/2012	68421	3309	Roberts & Associates	10002005	3,120.00
05/12	05/31/2012	68422	246	Snook, LauraLee	10002005	197.48
05/12	05/31/2012	68423	380	Stadelman Electric Inc	10002005	1,025.00
05/12	05/31/2012	68424	136	United Pipe & Supply Co Inc	10002005	1,000.00
05/12	05/31/2012	68425	881	Village Express Mail Center	10002005	13.87
05/12	05/31/2012	68426	917	Wm. H. Reilly & Co	10002005	410.62
Grand Totals:						253,788.13

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:

Report type: Summary

For the Month of: **May 2012**[illegible]

For the month of: **May 2012**

## Total Building & Manufactured Home Permits