

Agenda

VAULT COPY

City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings Oregon
April 12, 2004 7:00 p.m.

Beginning at 6:00 p.m., before the regularly scheduled Common Council meeting, City Attorney John Trew will conduct a review of the State of Oregon *Ethics Guide for Public Officials* as required in Section 17.A of City Ordinance 00-O-535.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Ceremonies/Appointments/Announcements

- A. Ceremonies
 - 1. Recognition of Michael Batty, 20 year employment anniversary [page 5]
 - 2. Proclamation—Spring Clean-up [page 7]
- B. Appointments
 - 1. Ex Officio representative to City Council [page 9]
 - 2. Council liaison positions
- C. Announcements
 - 1. Jess Oliver—promotion to Police Sergeant

V. Oral Requests and Communications from the Audience

- A. Committee and Liaison reports
 - 1. Chamber of Commerce
 - 2. Council Liaisons
- B. Unscheduled

VI. Staff Reports

- A. Community Development Department
 - 1. Authorization to Call for Bids—Highway 101 water and sewer line replacement and installation from near Chetco Lane to north of Arnold Lane [page 11]
 - 2. Authorization to Call for Bids—Fern Street and Elk Drive intersection reconstruction, STP Grant Project [page 13]
- B. City Manager
 - 1. Increase in fees-City Attorney [page 15]
 - 2. Collective Bargaining Agreement [page 17]
 - 3. Other



VII. Consent Calendar

- A. Approval of Council Meeting Minutes
 - 1. Minutes of March 22, 2004, regular Council meeting [page 65]
 - 2. Minutes of March 29, 2004, special Council meeting [page 71]
- B. Acceptance of Parks and Recreation Commission Minutes
 - 1. Minutes of February 26, 2004, regular Commission meeting [page 73]
- C. Acceptance of Planning Commission Minutes
 - 1. Minutes of March 2, 2004, regular Commission meeting [page 77]
- D. Approval of Vouchers for month of March, 2004, (\$176,718.56) [page 81]

End Consent Calendar

VIII. Remarks from Mayor and Councilors

- A. Council
- B. Mayor

IX. Adjournment

City of Brookings Events Calendar

April 2004

April 2004							May 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				April 1 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 2:00pm CC-Site Plan 3:30pm AMF Board meeting 5:00pm CC-set up for safety seat class-Marvin Parker	2 8:00am CC-Safety seat training-Marvin Parker	3
4	5 9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	6 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 10:00am FH-SRFPD Meeting/Jack Butter 469-6510 7:00pm CC-Planning Commssn	7 12:00pm Comnity Agencies mtg (Chetco Sr.Center) 2:30pm CC-SafetyComMtg/ Kathy Dunn 7:00pm FH-PoliceReserves	8 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 2:00pm CC-Citizens for Emergency Preparedness-Judy Rupert-469-7873	9 10:00am AMF meeting	10
11	12 9:30am CC-Pre-construction conference-Meadow Woods-Leo 2:00pm CC-E-911 Board meeting-John Bishop 6:00pm CC-Council Mtg 7:00pm FH-FireTng/ChShrp (Fire Hall)	13 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 1:30pm CC-Leo, Don Hoag, Noah Bruce, Pat Drury, RE Pacific Terrace	14	15 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 2:00pm CC-CEP (Citizens for Emergency Preparedness): MARrell-469-5731, JRupert-469-78783	16	17 10:00am Keep Brookings Beautiful clean up near Chetco River Bridge-Pat Sherman-412-8840
18	19	20	21	22	23	24
	9:00am CC-Municipal Court/JdgHarper 9:30am CC-VIPS/Volunteers in Police Service-BPatlick 6:00pm CC-American Red Cross Mtg/Karen Degenals 7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 6:00pm CC-DLCD training for Planning Commissioners	Spruce Up and Clean Up Week 1:30pm CC-Master Plan-Buchanan/Westbrook-Bischoff			Garage Sale Saturday
25	26	27	28	29	30	
	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	CTR Yard Debris Pick up 6:00pm CC-Budget Public Hearing		8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray	

City of Brookings
Events Calendar

May 2004

May 2004							June 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	15	16	17	18	19
16	17	18	19	20	21	15	20	21	22	23	24	25	26
23	24	25	26	27	28	22	27	28	29	30			
30	31												

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						May 1
2	9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	3	4	5	6	7
		9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Planning Commssn	12:00pm Comrnity Agencies mtg (Chetco Sr.Center) 2:30pm CC-SafetyComMtg/ Kathy Dunn 7:00pm FH-PoliceReserves	8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray 12:00pm National Day of		8
9	10	11	12	13	14	15
	9:00am CC- Election Drop Box/Shelley 247-3297 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:00am CC- Election Drop Box/Shelley 247-3297 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	9:00am CC- Election Drop Box/Shelley 247-3297	8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC- Election Drop Box/Shelley 247-3297 10:00am CC- Site Plan Com Mtg/LauraLee Gray	9:00am CC- Election Drop Box/Shelley 247-3297	
16	17	18	19	20	21	22
	9:00am CC- Election Drop Box/Shelley 247-3297 9:00am CC-Municipal Court/ JdgHarper 9:30am CC-VIPS/Volunteers in 6:00pm CC-American Red Cross 7:00pm FH-FireTng/ChShrp (Fire Hall)	7:00am CC- Election Drop Box/Shelley 247-3297 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)		8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray		
23	24	25	26	27	28	29
	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)		8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett	5:00pm AZ PRK-garden-Chamber of Commerce Mixer-Les Cohen-469-3181	11:00am AZ PRK-Azalea Festival Program-Chamber of Commerce-Les Cohen-469-3181
30	31					
	CITY OFFICE CLOSED-Memorial Day 7:00pm FH-FireTng/ChShrp (Fire Hall)					

Certificate of Appreciation

Awarded to

Michael Batty

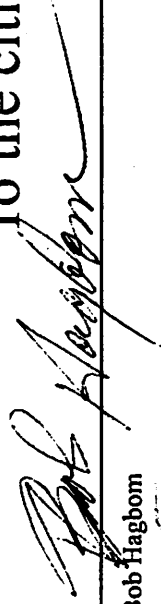
For being a dedicated employee from

April 2, 1984

Honored this 12th day of April, 2004

For 20 years of service

To the citizens of the City of Brookings



Bob Hagbom

Leroy Blodgett
City Manager



PROCLAMATION



WHEREAS, the Brookings-Harbor area has attained wide recognition for its natural beauty and friendliness; and

WHEREAS, the citizens of the Brookings-Harbor area are known for their civic pride; and

WHEREAS, a large number of visitors visit our area during the spring;

NOW, THEREFORE, I, Bob Hagbom, Mayor of the City of Brookings, do hereby proclaim the months of April and May as

"SPRING CLEAN-UP TIME IN BROOKINGS-HARBOR"

And ask all citizens to pitch-in,
join the Community Pride Partnership Clean-Up Program
and show pride in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brookings to be affixed this 12th day of April, 2004.



Bob Hagbom
Mayor





City of Brookings

Phone (541) 469-2163

FAX (541) 469-3650

E-mail - city@brookings.or.us

898 Elk Drive ♦ Brookings, OR 97415

APPLICATION TO SERVE ON A CITY OF BROOKINGS COUNCIL, BOARD, COMMITTEE, COMMISSION

Name: Wesley Enos Date: 3/18/04

Physical Address: 928 Ransom Ave.

Mailing Address: 928 Ransom Ave. Phone: (541) 469-0220

Email Address: wesenos@hotmail.com

This is my application to serve on the following board or committee. **Check one or more:**

End of this year and all of next year

☒ City Council (4 year term, appointed by Council)

☐ Planning Commission (4 year term, appointed by Council)

☐ Parks and Recreation Commission (4 year term, appointed by Council)

☐ Systems Development Charge Review Board (4 year term, appointed by Council)

☐ Budget Committee (3 year term, appointed by Council)

☒ Other (Please list): City Council - Youth Representative (s)

1. Resident of City of Brookings since: Month: 08 Year: 1993

2. Please briefly explain why you wish to serve the community in this capacity and what prior experience, community service, or background you have in this area. (Attach additional sheets if needed.) I've been given several opportunities in my

life. My principal, Dr. Park, approached me and asked me to

represent the high school on the City Council. This is one of the greatest

(Continued on back)

2. Continued: opportunities ever granted to me. It looks like a great way to be involved with the community. I was elected A.S.B. School Board Representative last year. Having that position, I was able not only to inform the School Board of activities going on at the school, but receive a clear idea of what it takes to run a school district. I would like the opportunity to be a part of the City Council and experience the process of making decisions for our community.
3. Biographical Sketch: (Education, employment, volunteer activities, etc.) (Attach additional sheets if needed.)

I'm a junior at Brookings Harbor High School with a G.P.A. of 3.91. I'm currently Junior Class President and have been in BHS Leadership for three years. I've held two summer jobs and have played Varsity Soccer for two years. I have volunteered with PeeWee Basketball for three years. I help teach young Basketball players the fundamentals by coaching and refereeing. I recently started being a volunteer tutor and playground assistant for an after school program called Pathways every Monday. I have also volunteered my time at Grad Sam & the Azalea Christmas Light Show. I am part of the High School Yearbook staff and am an avid supporter of school sports. I am also an active member of Trinity Lutheran Church.

4. Please list no less than three references:

NAME:	ADDRESS:	PHONE:
A. <u>Dr. George Park</u>	<u>Brookings Harbor High School</u>	<u>469-2108</u>
B. <u>Gordy Myrah</u>	<u>Trinity Lutheran Church</u> <u>1200 Easy St.</u>	<u>469-3411</u>
C. <u>Dino Cooper</u>	<u>Brookings Harbor High School</u>	<u>469-2108</u>

Wesley Gues

Signature—My signature confirms my knowledge this document will be presented to the City Council and news media and become public information.

3/18/04
Date



MEMO

TO: Mayor, City Council

FROM: Leo Lightle,
Community Development Director

DATE: April 7, 2004

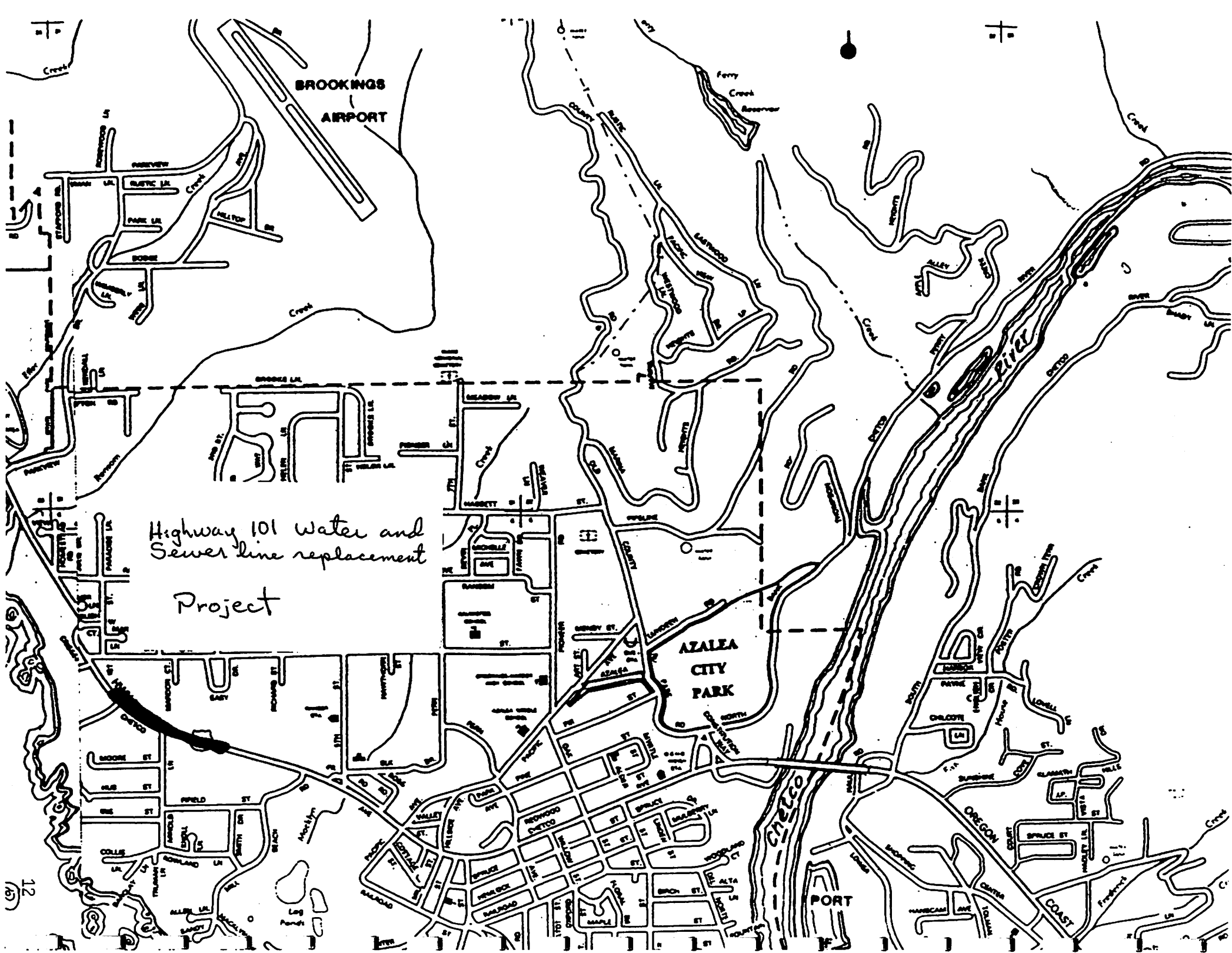
ISSUE: Authorization for call for Bids –Highway 101 water and sewer line replacement and installation from near Chetco Lane to north of Arnold Lane.

BACKGROUND: HGE INC. has prepared plans and specifications for the wastewater and water line replacement and improvements on Highway 101. The project will begin adjacent to Chetco Lane and north past Arnold Lane. The Project is necessary to prepare this section for the Oregon Department of Transportation Highway Overlay Project. Engineers estimate is \$254,250.

We need to give authorization for HGE to advertise the project for bids. .

RECOMMENDATION: The City Council authorizes HGE Inc. to advertise for bids for the Highway 101 water and sewer line replacement and installation from near Chetco Lane to north of Arnold Lane.

CC



Highway 101 Water and
Sewer line replacement
Project

AZALEA
CITY
PARK

PORT

COAST

CITY OF BROOKINGS



MEMO

TO: Mayor, City Council

FROM: Leo Lightle,
Community Development Director

DATE: April 7, 2004

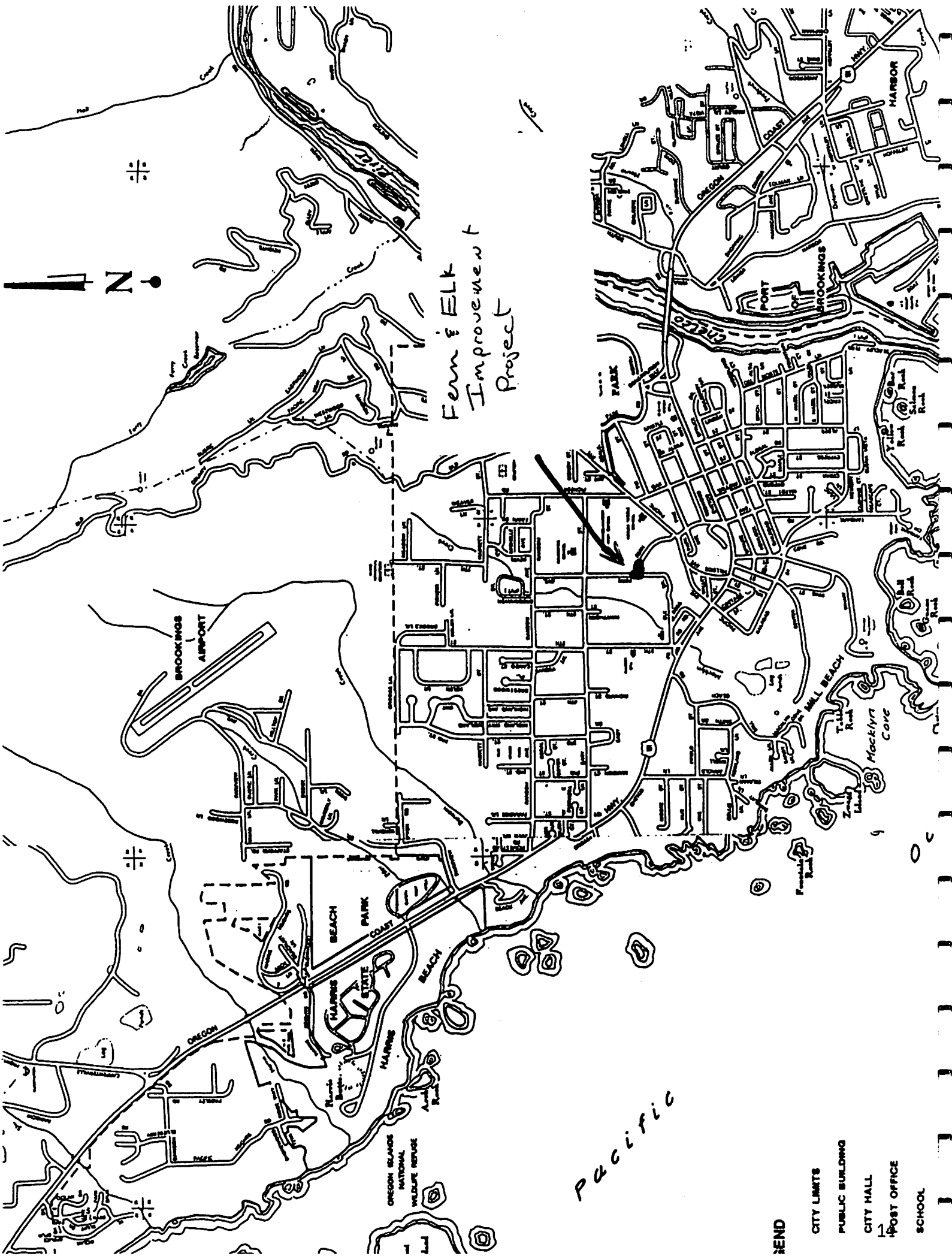
ISSUE: Authorization for call for Bids – Fern Street and Elk Drive Intersection
Reconstruction, Project

BACKGROUND: HGE INC. has prepared plans and specs for Fern Street and Elk Drive intersection reconstruction. This project is part of the Federal Surface Transportation Plan (STP) Grant

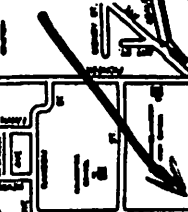
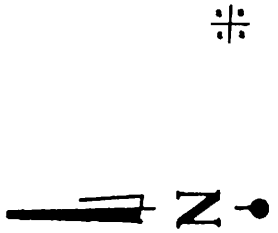
We need to give authorization for HGE to advertise the project for bids. .

RECOMMENDATION: The City Council authorizes HGE Inc. to advertise for bids for the Fern Street and Elk Drive Intersection Reconstruction Project

CC



Fern & Elk
Improvement
Project



SEND

CITY LIMITS

PUBLIC BUILDING

CITY HALL

POST OFFICE

SCHOOL

PACIFIC

TREW, CYPHERS & MEYNINK

JOHN B. TREW
CAROL P. CYPHERS
JOHN MEYNINK

ATTORNEYS AT LAW
222 E. 2nd Street
P.O. Box 158
Coquille, Oregon 97423-0158
.....
(541) 396-3171
FAX (541) 396-5723
e-mail: trewcyphers@harborside.com

ESTABLISHED BY
A. J. SHERWOOD
IN 1886
HARRY A. SLACK, SR.
(1900-1988)
HARRY A. SLACK, JR.
(RETIRED 1991)

March 12, 2004

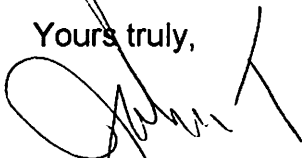
Mayor Robert Hagbom
City Council Members
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Mayor Hagbom and Council Members:

Due to the upcoming budget review, I would like to advise the council that I am requesting an increase in my hourly attorney fee rate to begin July 1, 2004. I request that my hourly rate be increased from its current \$95 per hour to \$105 per hour. I request that the council consider my proposal prior to July 1, 2004.

I enjoy very much representing the City of Brookings and look forward to assisting the City with future challenges and opportunities. I will be glad to discuss my work or any other questions regarding my request with any of you at your convenience.

Yours truly,



JOHN B. TREW

JBT:cmc

c: Leroy Blodgett

CITY OF BROOKINGS



STAFF REPORT

Date: April 5, 2004
To: Mayor Hagbom & City Councilors
From: Leroy Blodgett, City Manager
Subject: Teamsters Collective Bargaining Agreement

REPORT

The negotiating team for the City (City Manager, Police Chief and Lieutenant) has completed the negotiation for a three year contract with the Teamsters, representing non-supervisory police employees. Similar to the last contract, it was negotiated in a spirit of fairness and within the budget. Working conditions are good and moral is high within the department which makes negotiations a pleasant experience rather than adversarial.

In your packets is a copy of the previous contract with revisions and complete copy of the negotiated contract. Because of the revisions the table context is not accurate. There are a number of minor changes in the contract that have little or no financial impact to either party. Of course, there are a few changes that do have financial impact. The most significant changes are described below.

SECTION 7.2; CERTIFICATION PAY

The previous contract allowed certification pay as follows:

Basic	1¼%
Intermediate	+ 2½%
Advanced	+ 2½%

The previous agreement allowed up to 6¼% certification pay. Management negotiated a change to eliminate the certification pay for the required minimum level certification. Basic is the minimum level for a patrol officer and dispatcher. Intermediate is the minimum level for the detectives. The new contract has no certification pay for Basic Certification and no certification pay for detectives with the required Intermediate Certification. A patrol officer or dispatcher will receive 2½% for an Intermediate or 5% for an Advanced level. A detective will receive 5% for an Advanced level. The maximum allowed for any employee is 5%.

The change in this section saves the City 1¼% by eliminating the certification pay for Basic level.

SECTION 13.1; SICK LEAVE ACCRUAL

This change increases maximum accrual of sick leave from 576 hours to 720 hours. The City does not pay employees for accrued sick leave upon termination; therefore, there is no direct financial impact to the City. However, if allowed by PERS, it may benefit employees by allowing them to use the accrued sick time in calculating retirement benefits.

SECTION 13.9; TRANSFER OF SICK LEAVE

This is an added section. Again, there is no direct financial impact to the City. The provision will allow employees to transfer accrued sick leave to another employee if they need extended time off for a "life threatening illness or injury." It does have limits of when and how much can be transferred.

SCHEDULE "A" WAGES

The previous contract provided an annual Cost of Living Adjustment (COLA) equal to the CPI-W with a minimum of 2.5% and a maximum of 5%.

The proposed contract provides a 3.75% COLA in 2004 and 2.5% for remaining two years regardless of the CPI-W. The 3.75% COLA in the first year makes up for the loss in certification pay for existing employees.

STAFF RECOMMENDATION

Approve the Collective Bargaining Agreement with Teamsters Local Union #223 for 2004-2007 as proposed.

Once the contract is approved personnel rules for non-representative employees will be revised and brought to City Council for consideration.

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

JULY 1, 2001 - JUNE 30, 2004

WITH 2004 – 2007 REVISIONS

UNION NEGOTIATING TEAM

Wayne Botta, Chief Negotiator
Sam Dotson, Police Officer
John Bishop, Police Officer

CITY NEGOTIATING TEAM

Leroy Blodgett, City Manager
Bob Hagbom, Mayor

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
Section 1.1 Recognition	1
ARTICLE 2 - NON-DISCRIMINATION	1
Section 2.1 Non-Discrimination	1
Section 2.2 Gender	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
Section 3.1 Management Rights	1
Section 3.2 Illustration	2
ARTICLE 4 - POLICES AND PROCEDURES	2
Section 4.1 Manuals	2
ARTICLE 5 - UNION SECURITY	2
Section 5.1 Fair Share	2
Section 5.2 Religious Objection	3
Section 5.3 Check Off	3
Section 5.4 Hold Harmless	3
Section 5.5 New Hires	3
ARTICLE 6 - WAGES	3
Section 6.1 Wages	3
Section 6.2 Pay Periods	3
Section 6.3 Acting in Capacity	3
Section 6.4 New Classifications	3
Section 6.5 Anniversary Date	4
Section 6.6 Step Increases	4
ARTICLE 7 - INCENTIVE PAY	4
Section 7.1 Training Hours	4
Section 7.2 Certification Pay	4
ARTICLE 8 - HOURS OF WORK	5
Section 8.1 Work Week\Day	5
Section 8.2 Breaks	5
Section 8.3 Flexible Work Schedule	5
Section 8.4 Work Schedule	5
ARTICLE 9 - OVERTIME	5

Section 9.1 Overtime	5
Section 9.2 Compensatory Time	5
ARTICLE 10 - CALL BACK TIME	5
Section 10.1 Call-Back	5
ARTICLE 11 - HOLIDAYS	6
Section 11.1 Holidays	6
Section 11.2 Holiday Pay	6
Section 11.3 Holiday Work	6
Section 11.4 Part-Time	6
ARTICLE 12 - VACATIONS	6
Section 12.1 Accrual Rate	6
Section 12.2 Pay Rate	6
Section 12.3 Continuous Service	6
Section 12.4 Death or Termination	7
Section 12.5 Scheduling	7
ARTICLE 13 - SICK LEAVE	7
Section 13.1 Accrual	7
Section 13.2 Utilization	7
Section 13.3 Family Illness	7
Section 13.4 Compassionate Leave	7
Section 13.5 Immediate Family	8
Section 13.6 Integration With Worker's Compensation	8
Section 13.7 Sick Leave Without Pay	8
Section 13.8 Maternity/Parental Leave	8
ARTICLE 14 - UNION LEAVE	8
Section 14.1 Stewards	8
ARTICLE 15 - OTHER LEAVES OF ABSENCE	8
Section 15.1 Miscellaneous Leave With Pay	8
Section 15.2 Military and Peace Corps Leave	8
Section 15.3 Leave Without Pay	8
ARTICLE 16 - SENIORITY	9
Section 16.1 Definition	9
Section 16.2 Seniority List	9
Section 16.3 Lay Off	9
Section 16.4 Bumping	9
Section 16.5 Recall	9
Section 16.6 Probationary Period	9
Section 16.7 Promotional Probationary Period	9
ARTICLE 17 - JOB DESCRIPTIONS	9

Section 17.1 Job Descriptions	9
ARTICLE 18 - CLOTHING AND EQUIPMENT	10
Section 18.1 Uniforms	10
Section 18.2 Protective Vest	10
Section 18.3 Investigator Clothing Allowance.....	10
ARTICLE 19 - EMPLOYEE RESIDENCE	10
Section 19.1 Residency	10
ARTICLE 20 - MILEAGE AND PER DIEM	10
Section 20.1 Per Diem	10
Section 20.2 Mileage	10
Section 20.3 DPSST Academy	10
ARTICLE 21 - EXTRA DUTY AND RESERVES	10
Section 21.1 Extra Duty	10
Section 21.2 Reserves	10
ARTICLE 22 - RETIREMENT	11
Section 22.1 Retirement	11
ARTICLE 23 - HEALTH INSURANCE	11
Section 23.1 Medical, Dental and Vision	11
Section 23.2 Part-Time Employees	11
ARTICLE 24 - LIFE INSURANCE	11
Section 24.1 Life Insurance	11
ARTICLE 25 - LIABILITY AND INDEMNIFICATION	11
Section 25.1 Liability Insurance	11
ARTICLE 26 - EDUCATIONAL REIMBURSEMENT	11
Section 26.1 Educational Reimbursement	11
ARTICLE 27 - DISCIPLINE	12
Section 27.1 Discipline	12
Section 27.2 Discharge	12
Section 27.3 Right to Representation	12
ARTICLE 28 - USE OF ALCOHOL AND DRUGS	12
Section 28.1 City Policy and Employee Rights	12
ARTICLE 29 - PERSONNEL FILES	13
Section 29.1 Inspection	13
Section 29.2 Employee Response	13
Section 29.3 Employee Signature	13

Section 29.4 Removal of Negative Material	13
ARTICLE 30 - GRIEVANCE PROCEDURE	13
Section 30.1 Procedure	13
Section 30.2 Expenses	14
Section 30.3 Time Limits	14
ARTICLE 31 - NO STRIKE - NO LOCKOUT	14
Section 31.1 Strike	14
Section 31.2 Discipline	14
Section 31.3 Union's Responsibility	15
Section 31.4 Picket Line	15
Section 31.5 Lockout	15
ARTICLE 32 - BULLETIN BOARD	15
Section 32.1 Bulletin Board	15
ARTICLE 33 - OUTSIDE EMPLOYMENT	15
Section 33.1 Application	15
Section 33.2 City Response	15
Section 33.3 Revocation	15
ARTICLE 34 - SAVINGS CLAUSE	15
Section 34.1 Savings Clause	15
ARTICLE 35 - TERM OF AGREEMENT	16
Section 35.1 Term	16
APPENDIX A - WAGE SCHEDULE	17

PREAMBLE

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

ARTICLE 1 - RECOGNITION

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

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

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

ARTICLE 2 - NON-DISCRIMINATION

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Union are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Union with respect to the exercise of

its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

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

1. To direct and supervise all operations, functions and policies of the department(s) in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto so long as such is not in contradiction with this Agreement.
4. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by oral or written work rules, existing or future so long as such is not in contradiction with this Agreement.
5. To manage and direct the work force, including: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment and supplies; and (e) the right to develop work rules not inconsistent with the terms of this Agreement.
6. To discipline, suspend, demote or discharge an employee so long as such action is for just cause.
7. The City has the right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 4 - POLICIES & PROCEDURES

4.1 Manuals. The City will provide each employee and the Union with a copy of the Police

Department Policies and Procedures Manual and the City's Personnel Policies. These will be kept updated and provided to the employees and the Union by the City.

ARTICLE 5 - UNION SECURITY

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

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

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

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

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

ARTICLE 6 - WAGES

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

6.2 Pay Periods. Employees shall be paid every other Friday. In the event the regular pay day falls on a recognized holiday, employees shall be paid on the last preceding regular work day.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for a continuous period longer than two (2) work weeks shall be paid at the next higher rate of such position for the duration of the assignment. A temporary assignment to a higher position due to scheduling of vacation time off

shall not result in a salary change for the employee required to assume the higher position unless such period of time exceeds two (2) weeks.

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

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification. For purposes of this section, moving from Communications Officer I to Communications Officer II or Patrol Officer I to Patrol Officer II will not be considered as a promotion.

6.6 Step Increases.

- A. An employee shall receive only one (1) step increase at the successful completion of probation.
- B. An employee with satisfactory performance shall be granted a step increase on his anniversary date as defined in Section 6.5.

ARTICLE 7 - CERTIFICATION PAY

7.1 Training Hours. Police Officers, Investigators and Communications Officers will receive monthly certification pay (as shown under 7.2) based upon their DPSST certification level and having completed the following minimum number of police related and approved training hours in the prior twelve (12) month period ending June 30, 1998. If these training hours are not completed by an employee with an intermediate or advanced certification, that employee will lose the higher level of certification pay and be paid only for his/her Basic certification for the next twelve (12) month period. Employees must acquire and continue to meet DPSST training requirements for basic certification.

<u>Police Officer</u>	<u>Hours</u>	<u>Communications Officer</u>	<u>Hours</u>
DPSST Basic	100	DPSST Basic	50
DPSST Intermediate	50	DPSST Intermediate	50
DPSST Advanced	50	DPSST Advanced	50

Hours may be completed in the following ways:

- 1. During mandatory department meetings and training classes.
- 2. During other authorized Police related training.

7.2 Certification Pay. Police Officers, Investigators and Communications Officers shall receive the following percentage increase in their monthly salary beginning the first of the month after the Police Chief is officially notified of said certification, based upon their certification level:

Position	Basic	Intermediate	Advanced
Dispatcher	0%	2 ½ %	5%
Patrol Officer	0%	2 ½ %	5%
Detective	0%	0%	5%

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

_____ Basic _____ 1 ¼%
_____ Intermediate _____ an additional 2 ½%
_____ Advanced _____ an additional 2 ½%

ARTICLE 8 - HOURS OF WORK

8.1 Work Week\Day. The work week shall normally consist of five (5) consecutive eight (8) hour days. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular work day. During shift rotation, this article will be waived with the understanding no employee will work more than 80 hours in the two week rotation period.

8.2 Breaks. Each employee shall receive a paid one-half (1/2) hour lunch break and two fifteen (15) minute rest breaks with pay per normal shift. However, employees will be expected to remain on duty and/or on call during such breaks, as directed.

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

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The GRAVE RELIEF shift shall have a schedule of two (2) days Graves followed by three (3) days Mids. The City will not incur any double back time for this shift. Employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least ten (10) days in advance.

8.5 Shift Rotation. For employees who rotate work-shifts, the beginning of each year shift rotations, bidding by seniority will occur no later than December 1st of the prior year. A one year schedule shall be posted showing the normal rotation of shifts and days off. The shift schedule shall be posted no later than December 15th for the following calendar year.

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

ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1 1/2) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day-8 hour schedule, ten (10) per day if employee is on a 4 day-10 hour schedule or twelve (12) per day if employee is on a 12 hour per day schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of cash or compensatory time off at the discretion of the City until the employee has accumulated a maximum of eighty (80) hours, except employees in the investigative/detective classification and K-9 Officers who may accumulate up to one hundred (100) hours and the narcotics detective who may accumulate up to one hundred twenty (120) hours. The City shall pay cash for overtime worked after the employee has accumulated the above noted eighty (80), one hundred (100) or one hundred twenty (120) hours of compensatory time, as long as funds budgeted for overtime are available. At the point at which budgeted overtime funds have been expended, the City shall have the right to schedule employees to take time off in excess of the aforementioned eighty (80), one hundred (100) or one hundred twenty (120) hours.

ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work or required to appear in court in a work related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall receive a minimum of two (2) hours pay at the overtime rate.

ARTICLE 11 - HOLIDAYS

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

- 1) New Years Day on January 1
- 2) Martin Luther Kings Birthday on the third Monday in January
- 3) President's Day on the 3rd. Monday in February
- 4) Memorial Day on the last Monday in May
- 5) Independence Day on July 4
- 6) Labor Day on the 1st Monday in September
- 7) Veterans Day, November 11
- 8) Thanksgiving Day on the 4th Thursday in November
- 9) Day after Thanksgiving
- 10) Christmas Day on December 25
- 11) (2) Floating Holidays (must be taken at a mutually agreeable time)

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

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, time off at the option of the employee at the straight time rate for each hour worked on the holiday.

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

ARTICLE 12 - VACATIONS

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

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	80 hours
5 - 14	120 hours
15 - 19	160 hours
20 +	200 hours

However, no employee shall be eligible to take vacation leave or pay therefore prior to completion of twelve months of service. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

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

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

12.4 Death or Termination. Upon termination of a regular employee, he shall be paid for all earned but unused vacation time. Unused vacation will be paid off at the rate and in the order in which it was earned. 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 one year may be accrued at any time without prior approval of the Chief and City Manager.

~~12.56 Scheduling. 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 one year may be accrued at any time without prior approval of the Chief and City Manager. Requests for vacation shall be submitted for approval to the Chief or designee. A senior employee may exercise his seniority by bumping a less senior employee's scheduled vacation with at least ninety (90) days prior notice once per calendar year. It does not constitute a seniority bump when a less senior employee requests the same vacation period as a senior employee who has already submitted his request. Whenever there is a conflict between at least two employees over vacation scheduling, the vacation request will be granted to the employee with the most seniority. However, an employee may exercise the use of seniority for this purpose only once per calendar year. All employees shall be scheduled for and granted a vacation each year after the completion of probation.~~

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 ~~576-720~~ 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.

~~Upon having accrued 576 hours of sick leave and subsequently working one year without using sick leave, the employee will be credited with one additional week of vacation in addition to regular vacation accrual.~~

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

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

13.3 Family Illness. Sick leave of one day per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave.

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

13.5 Immediate Family. For purpose of this Article, the employee's immediate family shall include the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents 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. ~~Upon application of any full-time employee, sick leave without pay may be granted for the remaining period of disability, once accrued sick leave with pay has been depleted. Any full-time employee in need of an extended amount of time off due to illness or injury may apply for for leave without pay for up to ninety (90) calendar days once all other accrued leave pay has been depleted.~~

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

13.9 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their consent) if they require extended time off for a life threatening illness or injury. Other employees with more than 240 hours of accumulated 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.

ARTICLE 14 - UNION LEAVE

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

ARTICLE 15 - OTHER LEAVES OF ABSENCE

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

1. Voting. Time necessary for voting, when the employee is unable to vote before or after working hours, due to an emergency work schedule.
2. Jury Duty/Witness. Employees called for jury duty, or subpoenaed as a witness, 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) 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.

ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be defined as the total continuous length of service as either a Communications or Police Officer.

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 (Police or Communications), provided the employee retained is qualified to perform the work required. The City shall decide in which classification it wishes to lay off employees. The city shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their lay off.

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

16.5 Recall. Employees shall maintain recall rights for twelve (12) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that

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

16.6 Probationary Period. New 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 judgement, his work or conduct are below acceptable standards. The judgement of the City shall not be grievable.

ARTICLE 17 - JOB DESCRIPTIONS

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

ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform as per past practice. The City will provide adequate practice ammunition and duty ammunition.

18.2 Protective Vest. The City will provide a bullet resistant vest to police employees ~~who request same when hired and replace vests as recommended by the manufacturer or it reliability of the vest has been credibly established~~. In such event, the employee will be required to wear the vest while on duty. ~~If the employee decides he no longer wishes to wear the vest, the employee shall reimburse the City for the original cost of the vest.~~

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

ARTICLE 19 - EMPLOYEES RESIDENCE

19.1 Residency. Police Officers must live in a location which permits a maximum twenty (20) minute physical response time to the police department offices. The Chief may allow special exceptions to this requirement.

ARTICLE 20 - MILEAGE AND PER DIEM

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

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

20.3 DPSST Academy. Employees attending mandatory training at the DPSST Academy will be reimbursed for one (1) round trip and two (2) meals.

ARTICLE 21 - EXTRA DUTY AND RESERVES

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

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

ARTICLE 22 - RETIREMENT

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

ARTICLE 23 - HEALTH INSURANCE

23.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance provided by the Oregon Teamster Trust (or equal plan) under the following plans: Medical Plan FW, Dental Plan Five, and Vision Plan Three. The City will pay the premiums for such coverage through June 30, ~~2004~~2007. Payment of premiums for coverage subsequent to June 30, ~~2004~~2007, shall be a matter for collective bargaining.

Eligibility. A full-time employee as defined in Article 1 – Recognition must be on paid status at

least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An employee terminates January 25 after being on paid status the required 80 hours. He is then covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

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

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

ARTICLE 24 - LIFE INSURANCE

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

ARTICLE 25 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 26 - EDUCATIONAL REIMBURSEMENT

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

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

4. Approvals for educational reimbursement are within the complete discretion of the City. The City's decisions with regard to educational reimbursement are final and not subject to grievance.

ARTICLE 27 - DISCIPLINE

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

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level.

Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge.

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

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

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

ARTICLE 28 - USE OF ALCOHOL AND DRUGS

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

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

provided to the City from the testing laboratory which verifies the accuracy of the testing equipment used in the process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

4. If the results of the test are negative, the employee shall have the right to grieve in accordance with the grievance process. If the results of these test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 29 - PERSONNEL FILES

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

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

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

29.4 Removal of Negative Material. Materials of a negative nature shall be removed from the personnel file after twenty-four (24) months (or thirty-six (36) months in the event of a suspension) if no subsequent discipline has been imposed.

ARTICLE 30 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

Step 4. Arbitration. In the event no agreement is reached in Step 3, either the Union or the City may, within ten (10) calendar days of the date of the City Manager's response, notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains.

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

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

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

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

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

ARTICLE 31 - NO STRIKE - NO LOCKOUT

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

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

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

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

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

ARTICLE 32 - BULLETIN BOARD

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

ARTICLE 33 - OUTSIDE EMPLOYMENT

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

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

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

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

ARTICLE 34 - SAVINGS CLAUSE

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

ARTICLE 35 - TERM OF AGREEMENT

35.1 Term. This Agreement shall go into effect at 12:01 a.m. July 1, ~~2004~~2004, and shall remain in effect through June 30, ~~2004~~2007. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice on the other no later than January 1, prior to the expiration date above or any subsequent anniversary date, requesting that the Agreement be opened for modification and/or termination.

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

For the City:

For the Union:

Signature

Date

Signature

Date

Title

Title

EXHIBIT "A"
SCHEDULE "A" - WAGES
Effective July 1, 2001

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Range								
Communications Officer I	5	1894	1989	2088	2192	2302	2417	2538
Communications Officer II	6	1989	2088	2192	2302	2417	2538	2665
Police Officer I	9	2302	2417	2538	2665	2798	2938	3085
Police Officer II	10	2417	2538	2665	2798	2938	3085	3239
Investigator	12	2665	2798	2938	3085	3239	3401	3571

Employees hired as a I - at the end of the second year of satisfactory evaluation, they go to II.

Effective July 1, July 1, 2002, the pay for all bargaining unit employees shall be adjusted by the increase in the All Cities CPI-W January 2001, to January 2002, with a minimum of 2.5% and a maximum of 5%.

Effective July 1, July 1, 2003, the pay for all bargaining unit employees shall be adjusted by the increase in the All Cities CPI-W January 2002, to January 2003, with a minimum of 2.5% and a maximum of 5%.

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

Training. Employees assigned to train new employees shall receive a two and one-half percent (2½%) pay differential during the period of such assignments of more than five (5) consecutive work days.

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

JULY 1, 2004 - JUNE 30, 2007

UNION NEGOTIATING TEAM

Wayne Botta, Chief Negotiator
Barbara Palicki, Detective
Keith Rebman, Police Officer

CITY NEGOTIATING TEAM

Leroy Blodgett, City Manager
Chris Wallace, Police Chief
John Bishop, Police Lieutenant

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
Section 1.1 Recognition	1
ARTICLE 2 - NON-DISCRIMINATION	1
Section 2.1 Non-Discrimination	1
Section 2.2 Gender	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
Section 3.1 Management Rights	1
Section 3.2 Illustration	1
ARTICLE 4 - POLICES AND PROCEDURES	2
Section 4.1 Manuals	2
ARTICLE 5 - UNION SECURITY	2
Section 5.1 Fair Share	2
Section 5.2 Religious Objection	3
Section 5.3 Check Off	2
Section 5.4 Hold Harmless	3
Section 5.5 New Hires	3
ARTICLE 6 - WAGES	3
Section 6.1 Wages	3
Section 6.2 Pay Periods	3
Section 6.3 Acting in Capacity	3
Section 6.4 New Classifications	3
Section 6.5 Anniversary Date	3
Section 6.6 Step Increases	3
ARTICLE 7 - INCENTIVE PAY	3
Section 7.1 Training Hours	3
Section 7.2 Certification Pay	4
ARTICLE 8 - HOURS OF WORK	4
Section 8.1 Work Week\Day	4
Section 8.2 Breaks	4
Section 8.3 Flexible Work Schedule	4
Section 8.4 Work Schedule	4
Section 8.5 Shift Rotation	4
Section 8.6 Trade Days	4
ARTICLE 9 - OVERTIME	5
Section 9.1 Overtime	5
Section 9.2 Compensatory Time	5
ARTICLE 10 - CALL BACK TIME	5
Section 10.1 Call-Back	5

ARTICLE 11 - HOLIDAYS	5
Section 11.1 Holidays	5
Section 11.2 Holiday Pay	6
Section 11.3 Holiday Work	6
Section 11.4 Part-Time	6
ARTICLE 12 - VACATIONS	6
Section 12.1 Accrual Rate	6
Section 12.2 Pay Rate	6
Section 12.3 Continuous Service	6
Section 12.4 Death or Termination	6
Section 12.5 Accrual	6
Section 12.6 Scheduling	6
ARTICLE 13 - SICK LEAVE	7
Section 13.1 Accrual	7
Section 13.2 Utilization	7
Section 13.3 Family Illness	7
Section 13.4 Compassionate Leave	7
Section 13.5 Immediate Family	7
Section 13.6 Integration With Worker's Compensation	7
Section 13.7 Sick Leave Without Pay	7
Section 13.8 Maternity/Parental Leave	7
Section 13.9 Transfer of Sick Leave	7
ARTICLE 14 - UNION LEAVE	8
Section 14.1 Stewards	8
ARTICLE 15 - OTHER LEAVES OF ABSENCE	8
Section 15.1 Miscellaneous Leave With Pay	8
Section 15.2 Military and Peace Corps Leave	8
Section 15.3 Leave Without Pay	8
ARTICLE 16 - SENIORITY	8
Section 16.1 Definition	8
Section 16.2 Seniority List	8
Section 16.3 Lay Off	8
Section 16.4 Bumping	8
Section 16.5 Recall	8
Section 16.6 Probationary Period	9
Section 16.7 Promotional Probationary Period	9
ARTICLE 17 - JOB DESCRIPTIONS	9
Section 17.1 Job Descriptions	9
ARTICLE 18 - CLOTHING AND EQUIPMENT	9
Section 18.1 Uniforms	9
Section 18.2 Protective Vest	9
Section 18.3 Investigator Clothing Allowance	9

ARTICLE 19 - EMPLOYEE RESIDENCE	9
Section 19.1 Residency	9
ARTICLE 20 - MILEAGE AND PER DIEM	9
Section 20.1 Per Diem	9
Section 20.2 Mileage	10
Section 20.3 DPSST Academy	10
ARTICLE 21 - EXTRA DUTY AND RESERVES	10
Section 21.1 Extra Duty	10
Section 21.2 Reserves	10
ARTICLE 22 - RETIREMENT	10
Section 22.1 Retirement	10
ARTICLE 23 - HEALTH INSURANCE	10
Section 23.1 Medical, Dental and Vision	10
Section 23.2 Part-Time Employees	10
ARTICLE 24 - LIFE INSURANCE	10
Section 24.1 Life Insurance	10
ARTICLE 25 - LIABILITY AND INDEMNIFICATION	11
Section 25.1 Liability Insurance	11
ARTICLE 26 - EDUCATIONAL REIMBURSEMENT	11
Section 26.1 Educational Reimbursement	11
ARTICLE 27 - DISCIPLINE	11
Section 27.1 Discipline	11
Section 27.2 Discharge	11
Section 27.3 Right to Representation	11
ARTICLE 28 - USE OF ALCOHOL AND DRUGS	12
Section 28.1 City Policy and Employee Rights	12
ARTICLE 29 - PERSONNEL FILES	12
Section 29.1 Inspection	12
Section 29.2 Employee Response	12
Section 29.3 Employee Signature	12
Section 29.4 Removal of Negative Material	12
ARTICLE 30 - GRIEVANCE PROCEDURE	12
Section 30.1 Procedure	12
Section 30.2 Expenses	13
Section 30.3 Time Limits	13
ARTICLE 31 - NO STRIKE - NO LOCKOUT	13
Section 31.1 Strike	13
Section 31.2 Discipline	13
Section 31.3 Union's Responsibility	13

Section 31.4 Picket Line	13
Section 31.5 Lockout	14
ARTICLE 32 - BULLETIN BOARD	14
Section 32.1 Bulletin Board	14
ARTICLE 33 - OUTSIDE EMPLOYMENT	14
Section 33.1 Application	14
Section 33.2 City Response	14
Section 33.3 Revocation	14
ARTICLE 34 - SAVINGS CLAUSE	14
Section 34.1 Savings Clause	14
ARTICLE 35 - TERM OF AGREEMENT	15
Section 35.1 Term	15
APPENDIX A - WAGE SCHEDULE	16

PREAMBLE

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

ARTICLE 1 - RECOGNITION

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

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

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

ARTICLE 2 - NON-DISCRIMINATION

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

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

budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.

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

ARTICLE 4 - POLICIES & PROCEDURES

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

ARTICLE 5 - UNION SECURITY

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

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

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

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

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

ARTICLE 6 - WAGES

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

6.2 Pay Periods. Employees shall be paid every other Friday. In the event the regular pay day falls on a recognized holiday, employees shall be paid on the last preceding regular work day.

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

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

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification. For purposes of this section, moving from Communications Officer I to Communications Officer II or Patrol Officer I to Patrol Officer II will not be considered as a promotion.

6.6 Step Increases.

- A. An employee shall receive only one (1) step increase at the successful competition of probation.
- B. An employee with satisfactory performance shall be granted a step increase on his anniversary date as defined in Section 6.5.

ARTICLE 7 - CERTIFICATION PAY

7.1 Training Hours. Police Officers, Investigators and Communications Officers will receive monthly certification pay (as shown under 7.2) based upon their DPSST certification level and having completed the following minimum number of police related and approved training hours in the prior twelve (12) month period ending June 30. If these training hours are not completed by an employee with an intermediate or advanced certification, that employee will lose the higher level of certification pay. Employees must acquire and continue to meet DPSST training requirements for a basic certificate.

<u>Police Officer</u>	<u>Hours</u>	<u>Communications Officer</u>	<u>Hours</u>
DPSST Intermediate	50	DPSST Intermediate	50
DPSST Advanced	50	DPSST Advanced	50

Hours may be completed in the following ways:

1. During mandatory department meetings and training classes.
2. During other authorized Police related training.

7.2 Certification Pay. Police Officers, Investigators and Communications Officers shall receive the following percentage increase in their monthly salary beginning the first of the month after the Police Chief is officially notified of said certification, based upon their certification level:

<u>Position</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Dispatcher	0%	2 ½%	5%
Patrol Officer	0%	2 ½%	5%
Investigator	0%	0%	5%

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

ARTICLE 8 - HOURS OF WORK

8.1 Work Week/Day. The work week shall normally consist of five (5) consecutive eight (8) hour days. With two (2) consecutive days off. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular work day. During shift rotation, this article will be waived with the understanding no employee will work more than 80 hours in the two week rotation period.

8.2 Breaks. Each employee shall receive a paid one-half (1/2) hour lunch break and two fifteen (15) minute rest breaks with pay per normal shift. However, employees will be expected to remain on duty and/or on call during such breaks, as directed.

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

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The GRAVE RELIEF shift shall have a schedule of two (2) days of Graves followed by three (3) days of Mids. The City will not incur any double back time for this shift. Employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least ten (10) days in advance.

8.5 Shift Rotation. For employees who rotate work-shifts, the beginning of each year shift rotations, bidding by seniority will occur no later than December 1st of the prior year. A one year schedule shall be posted showing the normal rotation of shifts and days off. The shift schedule shall be posted no later than December 15th for the following calendar year.

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

ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1 1/2) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day-8 hour schedule, ten (10) per day if employee is on a 4 day-10 hour schedule or twelve (12) per day if employee is on a 12 hour per day schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of cash or compensatory time off at the discretion of the City until the employee has accumulated a maximum of eighty (80) hours, except employees in the investigative/detective classification and K-9 Officers who may accumulate up to one hundred (100) hours and the narcotics detective who may accumulate up to one hundred twenty (120) hours. The City shall pay cash for overtime worked after the employee has accumulated the above noted eighty (80), one hundred (100) or one hundred twenty (120) hours of compensatory time, as long as funds budgeted for overtime are available. At the point at which budgeted overtime funds have been expended, the City shall have the right to schedule employees to take time off in excess of the aforementioned eighty (80), one hundred (100) or one hundred twenty (120) hours.

ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work or required to appear in court in a work related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall receive a minimum of two (2) hours pay at the overtime rate.

ARTICLE 11 - HOLIDAYS

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

- 1) New Years Day on January 1
- 2) Martin Luther Kings Birthday on the third Monday in January
- 3) President's Day on the 3rd. Monday in February
- 4) Memorial Day on the last Monday in May
- 5) Independence Day on July 4
- 6) Labor Day on the 1st Monday in September
- 7) Veterans Day, November 11
- 8) Thanksgiving Day on the 4th Thursday in November
- 9) Day after Thanksgiving
- 10) Christmas Day on December 25
- 11) (2) Floating Holidays (must be taken at a mutually agreeable time)

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

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, time off at the option of the employee at the straight time rate for each hour worked on the holiday.

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

ARTICLE 12 - VACATIONS

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

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	80 hours
5 - 14	120 hours
15 - 19	160 hours
20 +	200 hours

However, no employee shall be eligible to take vacation leave or pay therefore prior to completion of twelve months of service. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

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

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

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

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

12.6 Scheduling. Requests for vacation shall be submitted on a first come first served basis for approval to the Chief or designee. A senior employee may exercise his seniority by bumping a less senior employee's scheduled vacation with at least ninety (90) days prior notice once per calendar year. It does not constitute a seniority bump when a less senior employee requests the same vacation period as a senior employee who already submitted his request. All employees shall be scheduled for and granted a vacation each year after the completion of probation.

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 720 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.

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

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

13.3 Family Illness. Sick leave of one day per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave.

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

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

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

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

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

13.9 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for a life threatening 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.

ARTICLE 14 - UNION LEAVE

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

ARTICLE 15 - OTHER LEAVES OF ABSENCE

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

1. **Voting.** Time necessary for voting, when the employee is unable to vote before or after working hours, due to an emergency work schedule.
2. **Jury Duty/Witness.** Employees called for jury duty, or subpoenaed as a witness, 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.

ARTICLE 16 - SENIORITY

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

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

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

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

16.5 **Recall.** Employees shall maintain recall rights for twelve (12) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that classification provided the employees possess the necessary qualifications. No new employees shall be hired in one of the

classifications until all employees in that classification on layoff status desiring to return to work and who still have recall rights have been recalled. Employees must provide the City with their current address and must be available to report to work within seven (7) days of the certified mailing of the recall notice to said address.

16.6 Probationary Period. New 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 judgement, his work or conduct is below acceptable standards. The judgement of the City shall not be grievable.

ARTICLE 17 - JOB DESCRIPTIONS

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

ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform as per past practice. The City will provide adequate practice ammunition and duty ammunition.

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

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

ARTICLE 19 - EMPLOYEES RESIDENCE

19.1 Residency. Police Officers must live in a location which permits a maximum twenty (20) minute physical response time to the police department offices. The Chief may allow special exceptions to this requirement.

ARTICLE 20 - MILEAGE AND PER DIEM

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

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

20.3 DPSST Academy. Employees attending mandatory training at the DPSST Academy will be reimbursed for one (1) round trip and two (2) meals.

ARTICLE 21 - EXTRA DUTY AND RESERVES

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

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

ARTICLE 22 - RETIREMENT

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

ARTICLE 23 - HEALTH INSURANCE

23.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance provided by the Oregon Teamster Trust (or equal plan) under the following plans: Medical Plan FW, Dental Plan Five, and Vision Plan Three. The City will pay the premiums for such coverage through June 30, 2007. Payment of premiums for coverage subsequent to June 30, 2007, shall be a matter for collective bargaining.

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

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

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

ARTICLE 24 - LIFE INSURANCE

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

ARTICLE 25 - LIABILITY AND INDEMNIFICATION

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

ARTICLE 26 - EDUCATIONAL REIMBURSEMENT

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

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

ARTICLE 27 - DISCIPLINE

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

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level.

Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge.

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

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

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

ARTICLE 28 - USE OF ALCOHOL AND DRUGS

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

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

ARTICLE 29 - PERSONNEL FILES

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

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

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

29.4 Removal of Negative Material. Materials of a negative nature shall be removed from the personnel file after twenty-four (24) months (or thirty-six (36) months in the event of a suspension) if no subsequent discipline has been imposed.

ARTICLE 30 - GRIEVANCE PROCEDURE

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

Step 1. Immediate Supervisor. Representatives of the Union or the aggrieved employee(s), with or without the presence of the representative of the Union, shall present the complaint, immediately upon discovery of the alleged infraction but no later than fourteen (14) calendar days after it arises or from the date the

employee should reasonably have become aware, to the employee's immediate supervisor. The supervisor shall respond in writing within ten (10) calendar days.

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

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

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

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

Step 4. Arbitration. In the event no agreement is reached in Step 3, either the Union or the City may, within ten (10) calendar days of the date of the City Manager's response, notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains.

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

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

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

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

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

ARTICLE 31 - NO STRIKE - NO LOCKOUT

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

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

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

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

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

ARTICLE 32 - BULLETIN BOARD

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

ARTICLE 33 - OUTSIDE EMPLOYMENT

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

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

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

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

ARTICLE 34 - SAVINGS CLAUSE

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

ARTICLE 35 - TERM OF AGREEMENT

35.1 Term. This Agreement shall go into effect at 12:01 a.m. July 1, 2004, and shall remain in effect through June 30, 2007. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice on the other no later than January 1, prior to the expiration date above or any subsequent anniversary date, requesting that the Agreement be opened for modification and/or termination.

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

For the City:

For the Union:

Signature **Date**

Signature **Date**

Title

Title

EXHIBIT "A"
SCHEDULE "A" - WAGES
Effective July 1, 2004

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Communications Officer I	Range 5	2065	2168	2276	2390	2510	2636	2768
Communications Officer II	6	2168	2276	2390	2510	2636	2768	2906
Police Officer I	9	2509	2634	2766	2904	3049	3201	3361
Police Officer II	10	2634	2766	2904	3049	3201	3361	3529
Investigator	12	2904	3049	3201	3361	3529	3705	3890

Effective July 1, 2005:

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Communications Officer I	Range 5	2117	2223	2334	2451	2574	2703	2838
Communications Officer II	6	2223	2334	2451	2574	2703	2838	2980
Police Officer I	9	2572	2701	2836	2979	3128	3284	3448
Police Officer II	10	2701	2836	2979	3128	3284	3448	3620
Investigator	12	2979	3128	3284	3448	3620	3801	3991

Effective July 1, 2006:

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Communications Officer I	Range 5	2170	2278	2392	2512	2638	2769	2908
Communications Officer II	6	2278	2392	2512	2638	2769	2908	3053
Police Officer I	9	2636	2768	2907	3052	3204	3365	3533
Police Officer II	10	2768	2907	3052	3204	3365	3533	3710
Investigator	12	3052	3204	3365	3533	3710	3896	4090

Employees hired as a I - at the end of the second year of satisfactory evaluation, they go to II.

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

Training. Employees assigned to train new employees shall receive a two and one-half percent (2½%) pay differential during the period of such assignments of more than five (5) consecutive work days.

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

CITY OF BROOKINGS
COMMON COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
March 22, 2004 7:00 p.m.

I. Call to Order

Mayor Bob Hagbom called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

Led by Finance Director Paul Hughes

III. Roll Call

Council Present: Mayor Bob Hagbom, Council President Rick Dentino, Councilors Frances Johns Kern, Craig Mickelson, and Larry Anderson, a quorum present.

Council Absent: None

Staff Present:

City Manager Leroy Blodgett, Community Development Director Leo Lightle, Finance Director Paul Hughes, Economic and Urban Development Director Ed Wait, and Administrative Secretary Linda Barker

Media Present: Curry Coastal Pilot Reporter Brian Bullock

Other:

Approximately 17 other citizens

IV. Ceremonies/Appointments/Announcements

A. Ceremonies

1. *Recognition of Madglyn Yock, 10 year employment anniversary*
Mayor Hagbom presented a certificate of appreciation to Madglyn Yock for her tenth year employment anniversary.

B. Appointments

1. *Parks and Recreation Position No. 1*
April Gothard was appointed to Position No. 1 on the Parks and Recreation Commission to finish the term of Nina Canfield who resigned as of March 1, 2004. Gothard has been in Brookings for approximately 10 years and has been interested in public service since high school. Her position will expire February 1, 2006.

C. Announcements

Before the above noted appointment, Officer Marvin Parker announced that earlier today VIPS received the keys to a new Dodge Caravan, donated anonymously. He thanked the anonymous donor. City Manager Blodgett added this was a total surprise to the VIPS whose old car was in need of major repairs. The van cost approximately \$26,000. VIPS decals and license plates were already on the van when the VIPS were surprised with the gift.

V. Scheduled Public Appearances

A. *Dominic Petrucelli, Connie Drake, Tanbark Road*

City Manager Blodgett commented on some of the issues that surround the Tanbark Road-Memory Lane intersection. The City Engineer has been asked to design alternatives for the intersection as well as intersections for Memory, Cove and Wharf at Railroad Street. Blodgett showed one alternative which rerouted Tanbark at Memory and closed Tanbark at Velopa Court.

Speaking to the Council on this subject were:

Marian Petrucelli, 539 Cushing Court

Connie Drake, PO Box 6765

Naomi Cook, PO Box 1277

Ann Forrest, 531 Cushing Court

Sally Merrill, PO Box 4190

Don Bouma, 537 Cushing Court

Maxine Snider, 540 Cushing Court

Elmer Duke Snider, 540 Cushing Court.

Most spoke to safety concerns including the culvert on the south side of Memory Lane at Tanbark, need for a four-way stop sign on Memory and Tanbark, and need for crosswalks and sidewalks in the area. Several addressed the alternative that Blodgett presented, voicing disagreement on closing Tanbark north of Memory.

No Council action was taken on this subject. Staff will continue working with the City Engineer to get other alternatives which will be brought before the Council at a later date.

VI. Oral Requests and Communications from the Audience

A. *Committee and Liaison reports*

1. *Chamber of Commerce*

None

2. *Council Liaisons*

Councilor Mickelson has been out of town but returned in time to travel to Portland representing Salmon Run Golf Course at the Portland Golf Show.

Councilor Johns Kern attended the School Board meeting March 15 and the Governor's breakfast March 18.

Councilor Anderson attended the School Board meeting.

Councilor Dentino attended the Governor's breakfast; the official open house for the Evergreen Federal landscaping project; and Planning Commission Chair Bob Gilmore's Marine Corps installation ceremony. Gilmore is the 2004 commandant of Curry County Detachment 578.

Councilor Anderson introduced Wes Enos, a high school junior, who is considering applying for the ex officio position on the City Council. Enos spoke briefly on his experience in school government.

Mayor Hagbom attended the Emblem Club installation and the Governor's breakfast.

- B. *Unscheduled*
None

VII. Staff Reports

- A. *Community Development Department*

- 1. *Acceptance of Easement in Dawson Tract for Storm Easement; Andruss Subdivision off Passley Road*

Community Development Director Lightle recommended accepting a storm drainage easement from the Brookings Church of Christ. The easement was necessary as developers for the Andruss Subdivision had to cross another property owner's land to connect to the existing storm drainage system in the Dawson Tract area. The developer secured the easement to the 21 ft. by 21 ft. by 30 ft. triangle of land to the City of Brookings.

Councilor Anderson moved, a second followed, and the Council voted unanimously to accept the storm drainage easement from the Brookings Church of Christ as described in the easement document dated February 24, 2004.

- 2. *Acceptance of Improvement water sewer streets for Walton Subdivision, Jasmine Court; between Easy Street and Ransom Avenue off of Sixth Street*

Lightle reported the Walton Subdivision is now complete and the developers are asking the City to take the approximately 200 feet of sewer, water and street improvements into the City system. In response to Councilor Dentino's question about parking, Lightle answered there will be no curb-side parking in the subdivision. Parking will be on-lot only. Councilor Anderson complimented staff on requiring a full cul de sac that emergency vehicles can easily travel.

Councilor Johns Kern moved, a second followed, and the Council voted unanimously to accept water, sewer, and street improvements as presented for the Walton Subdivision that is served by Jasmine Court.

- B. *City Manager*

- 1. *Yard of the Month/Most Improved Yard Program 2004*

City Manager Blodgett said staff would again like to conduct a program started two years ago to honor and award properties that had done a good job of maintaining attractive landscapes and properties that were substantially improved. He felt the last two years had been successful and requested the program be continued in 2004. Honorees are rewarded

with a yard sign, recognition in the media and a \$50 credit to their water/sewer bill.

Councilor Dentino moved, a second followed, and the Council voted unanimously to continue the Yard of the Month/Most Improved Yard Program for the year 2004.

2. *Economic Development Committee*

One goal for 2004-2005 is forming an Economic Development Committee. Blodgett said timing seemed right to move forward with the committee in this fiscal year. The committee will look at a broader spectrum than the Downtown Development Committee which focused primarily on the downtown area. Suggested representatives on the new committee would be from Curry County, Port of Brookings Harbor, Chamber of Commerce, business and at-large individuals both inside and outside the current City limits and within the Urban Growth Boundary. The proposed committee would be staffed by the Economic and Urban Development Director and the new Assistant Planner.

After discussion on the committee makeup and goals Blodgett suggested the committee also include a representative from the education community.

Councilor Anderson moved, a second followed, and the Council voted unanimously to accept the recommendation to form an Economic Development Committee and call for applications from business and at-large representatives inside and outside the current city limits. A total of four business and four at-large individuals split evenly between inside the city limits and outside the city limits, but within the UGB. Request that the County, Port, Chamber of Commerce, and education community each designate one representative to the committee. The Council would also appoint one representative.

3. *Other*

City Manager Blodgett briefed the Council on two public easements in the lower Tanbark Road area. These were secured by the City when land was divided in the 1980s. They have not been maintained over the years. One, a 7 ½ ft. strip that runs westerly off Tanbark Road has been cleared for development north of the easement. The other, running south from the end of Tanbark, is ten ft. wide but has shrubs and buildings covering much of it. Both widen to about 20 ft. at the bluff. Blodgett said these should be kept for drainage use and many citizens would like to see them maintained. Staff has concerns for safety as the easements end with a 30 to 40 ft. drop and would need extensive fencing. Blodgett said staff would like to survey the northernmost easement and bring options to the Council on what should be done with it. There was Council consensus that the survey should be done.

VIII. Consent Calendar

- A. *Approval of Council Meeting Minutes*
1. *Minutes of March 8, 2004, regular Council meeting*
End Consent Calendar

Councilor Anderson moved, a second followed, and the Council voted 4-0-1 (Councilor Mickelson abstaining as he was not present at the March 8, 2004, meeting) to approve the Consent Calendar as written.

IX. Ordinances/Resolutions/Final Orders

A. Resolutions

1. *A Resolution of the City of Brookings Authorizing Its Limited Tax Pension Pool Bond, Series 2004 Resolution No. 04-R-726*

Finance Director Hughes ask Council to approve a resolution authorizing the City's participation in an issuance of large pooled pension bond financing in an amount which is sufficient to produce net proceeds not to exceed the most recent estimate of the City's unfunded pension liability to Oregon PERS plus the cost of issuance. The City can opt out of the program prior to May 4, 2004. These bonds are not tax exempt and interest rates could be as high as 7%. Issuance will not take place if interest rates are over 7%. Interest charged by PERS would be 8%. Before the City participates, staff will bring this back before the Council, probably during the last meeting in April.

Councilor Dentino moved, a second followed, and the Council voted unanimously to approve Resolution No. 04-R-627 authorizing the issuance, sale and delivery of its Limited Tax Pension Pool bond, Series 2004, in an amount which is sufficient to produce net proceeds which do not exceed the most recent estimate of the City's unfunded pension liability to Oregon PERS, plus the costs of issuance.

X. Remarks from Mayor and Councilors

A. Council

Councilor Anderson noted that many landowners and merchants along Chetco Avenue and in Harbor are making major investments in improving their properties and are deserving of recognition for their efforts. Blodgett said these could be added to the Yard of the Month/Most Improved Property Program. Councilor Dentino felt recognition could be given as warranted. No Council action was taken.

B. Mayor

Mayor Hagbom said business recognition had been discussed and he thinks it's a good idea. City Manager Blodgett said community representatives have contacted Evergreen Federal President Brody Adams about the Grants Pass program using fiberglass bear statues as a charity fundraiser. A similar project is being considered for this area using whales.

Mayor Hagbom discussed proposed Council liaison appointments. These will be finalized at the next Council meeting.

X. Adjournment

With no further business before it, Councilor Johns Kern moved that the meeting be adjourned at 8:04 p.m.

Respectfully submitted:

Bob Hagbom
Mayor

ATTEST by City Recorder this ____ day of _____, 2004.

Paul Hughes
Finance Director/City Recorder

CITY OF BROOKINGS
SPECIAL COMMON COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
March 29, 2004 10:00 a.m.

I. Call to Order

Mayor Bob Hagbom called the meeting to order at 10:00 a.m.

II. Pledge of Allegiance

Led by Economic and Urban Development Director Ed Wait

III. Roll Call

Council Present: Mayor Bob Hagbom, Council President Rick Dentino, Councilors Frances Johns Kern, Craig Mickelson, and Larry Anderson, a quorum present.

Council Absent: None

Staff Present:

City Manager Leroy Blodgett, Economic and Urban Development Director Ed Wait and Administrative Secretary Linda Barker

Media Present: Curry Coastal Pilot Reporter Brian Bullock

Other:

Parks and Recreation Commission Chair Bill Boynton

There were no members of the general public present.

IV. "306A" Coastal Resources Management Improvement Grant

City Manager Blodgett explained the purpose of the special meeting. The application for the 306A Coastal Resources Management Improvement Grant needs a motion or resolution by the Council in support of the application and authorizing the City Manager as the official representative of the applicant. The application must be in Salem on March 31. He said this proposal was discussed with the Parks and Recreation Commission which is supportive of the application.

Economic and Urban Development Director Wait explained the application process. The 306A is a 50% match program and Chetco Point Park fits the criteria of a 306A park. If the grant is received, the funds will be used for universal access, paving, and improvements to trails and viewing areas. Wait said this is a brief little project that will be very beneficial to the City's park system.

Council discussion ensued with Councilors voicing support of the grant application. In response to Councilor Anderson's question, Wait said this is a very good project that fits the profile and since the City has not applied for these funds before, the City stands a reasonably good chance of receiving the grant. Councilor Mickelson said he has met with Wait on areas where trails would be most beneficial.

Councilor Dentino moved, a second followed, and the Council voted unanimously to approve the application for a 306A grant from the Land Conservation and Development Department and to authorize City Manager Blodgett to sign on behalf of the City.

Mayor Hagbom thanked the Councilors of coming and their comments on the application.

V. Adjournment

With no further business before it, Councilor Johns Kern moved the meeting be adjourned at 10:10 a.m. By voice vote the Councilors unanimously agreed.

Respectfully submitted:

Bob Hagbom
Mayor

ATTEST by City Recorder this ____ day of _____, 2004.

Paul Hughes
Finance Director/City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
City of Brookings 898 Elk Drive, Brookings
February 26, 2004

Call To Order

Chair Boynton called the meeting to order and asked Commissioner Sherman to lead the pledge of allegiance.

Roll Call

Commissioners Present: Dave Gordon, Pat Sherman, Dori Blodgett, Bill Boynton, and Daryn Farmer.

Commissioners Absent: Nina Canfield and Tony Parrish.

Staff Present: City Manager Leroy Blodgett, Economic and Urban Development Director Ed Wait; Councilor Frances Johns Kern; Dave Lentz, Parks Supervisor; and Community Development Secretary, Cathie Mahon.

Minutes

A motion was made, it was seconded and carried to approve the minutes for January 22, 2004, as written.

PUBLIC APPEARANCES

Disc Golf Course

Three members of the Brookings Harbor Leadership program; Commissioner Farmer, April Gothard, and Jeremiah Huber, presented a request for *Disc Golf*, also referred to as "Frisbee Golf". A report of the proposal was circulated to the commissioners. Their presentation included the popularity of the game, course placement at Azalea Park, and a target date for construction. The report explained the concept of "disc golf". Special discs (Frisbees) are used, thrown to a target (baskets); the number of times it takes to hit the target is the score. The proposed course would have 9 holes, requiring 9 cement tee pads, 9 tee signs, and a message board for regulations. The request for course placement is an area in Azalea Park, above Constitution Way and along Old County Road.

Commissioner Farmer discussed costs of setting up the course. He plans to request approximately \$3,000 from the Rotary Club for materials: discs, cement for the tee pads, steel baskets, miscellaneous signs, and trashcans to keep the course litter-free. \$2000 was an estimate for a plan design for the course, but they plan to design the course themselves to keep expenditures down. Volunteers will be sought for the design and construction; donations of time, tools, equipment, and supplies will be required.

Commissioner Farmer concluded that they were present to ask the Commission for an endorsement to allow the game at Azalea Park. He stated it is a fun game, all ages can participate, it can be played year-round, and it is a low cost sport. He added "Disc Golf" would be a good addition to the park and an asset within the community.

Discussion ensued. Commissioner Sherman questioned if *Poison Ivy* is in that area. Dave Lentz, Parks Supervisor, responded in the affirmative. He questioned if the landscaping would be affected. Commissioner Farmer said they would remove some of the undergrowth but would not harm trees or bushes.

Dave Lentz stated he has misgivings because of the steep terrain on the proposed area in Azalea Park, conveying the terrain would be flatter in Stout Park. Commissioner Farmer added he had discussed the proposal with Elmo Williams, who was enthusiastic about the use at Azalea Park. Commissioner Sherman suggested contacting the Girl Scouts and Boy Scouts to engage them in volunteering with the project. Commissioner Gordon suggested they return next month to present a layout of the course. He added he would present the proposal to the BHYA (Brookings-Harbor Youth Association) and ask if they would be interested in volunteering and give some financial assistance.

Chair Boynton concluded the discussion by asking if the representatives from Brookings-Harbor Leadership would be ready by the next meeting to present the proposed course. It was agreed Commissioner Farmer, April Gothard, and Jeremiah Huber would be on next month's agenda to present more information.

Oregon Ocean-Coastal Management Program

Ed Wait, Economic and Urban Development Director, circulated a packet of information on the *306A Coastal Resources Management Improvement Grant*. Director Wait informed the Commission the grant specifies two types of projects: coastal land acquisition and small scale projects. The objectives are: redevelopment of deteriorating waterfronts or ports, and provide public recreational access to ocean shore. He stated Chetco Point Park is a "good fit" and applying for the grant would get funding for projects there..

Director Wait continued with his presentation emphasizing Chetco Point Park fits the criteria on the issue of providing access to the ocean, particularly for handicapped accessibility. The grant funds could also be used to pave the parking lot, do landscaping along the paths, and create picnic areas. He explained the filing and financial procedure. \$50,000 is the limit that can be awarded with matching "in kind" funds of the same amount by the City. The application of the grant requires submittal to the Oregon-Coastal Management Program office by March 31st. He emphasized the grant is financial assistance for one project for the 2004-05 time period.

Discussion ensued. The Commissioner's expressed their appreciation to Director Wait for the information and were enthusiastic about the possibility of upgrading and completing areas within Chetco Point Park. Commissioner Sherman offered to meet with Director Wait and assist with the application. It was decided that City Manager Blodgett, Economic Director Wait, and Commissioner Sherman tour the park to make notes about park improvements.

BMX TRACK: Park Supervisor Lentz explained he was recently contacted by a woman who was interested in helping construct the track. She stated she has previous experience with constructing BMX courses but would need to use City equipment. Park Supervisor Lentz concluded the project remains in the talking stage. He concluded stating the course will remain a small scale track, geared for children ages 11 to 13 years old, and will be located along side the Skateboard Park. The target time for completion of the project is the end of this summer.

COMMITTEE REPORTS

Stout Park: Commissioner Parrish was absent.

Easy Manor Park: Discussion ensued centered on what should be done at the park. Park Supervisor Lentz stated his viewpoint is that it remain a neighborhood park because it is the only City park completely fenced, making it possible for children to play freely within it. City Manager Blodgett questioned if equipment replacement should be considered. He suggested the

Commissioners tour the park and come up with some input on what should be replaced and any other improvements.

Chetco Point Park: Commissioner Sherman reiterated she plans to have a tour of the park for plant identification; one in April and another in May.

Bud Cross Park and Softball Fields:

Commissioner Gordon stated all the fields are water-logged and have scattered branches from all the rain storms.

Azalea Park Ballfield:

Quincy Coons was scheduled to present a request to do an *Eagle Scout* project. His request is to construct stairs from the parking lot on Lundeen Lane to the ball field. Quincy was not able to attend to present his request. An exhibit of the plan was projected for the commissioner's review. It was decided to have Chair Boynton and Dave Lentz meet with Quincy, and if they felt this was a doable project, for him to proceed.

Kidtown: City Manager Blodgett reported bark had been located in Eugene at a more reasonable cost than previously thought. Park Supervisor Lentz explained the park will probably need to be closed down for approximately a week during removal of the old bark, staining all the equipment and placement of the new bark.

Azalea Park Foundation: Commissioner Canfield was absent. Commissioner Sherman reported they had a couple work parties and planted flowers. City Manager Blodgett reported he met with Elmo Williams recently to discuss some of the items to work on this year and hopefully get some done before the *Azalea Festival* in May. A storm drain, gutters for the tool shed and the snack-shack, and resealing the asphalt on both parking lots.

STAFF ANOUNCEMENTS/CONCERNS/FOLLOW-UP

Financial Report: City Manager Blodgett briefly commented that we're in good shape.

City Manager:

Swimming Pool: Discussion ensued on the status of the pool. City Manger Blodgett explained the concerns are: the boiler room, loose tiles, rusted pipes in the pump room, and the lack of a safety room. He estimated it would cost approximately \$50-60,000 to re-plaster the pool; and could cost at least \$125,000 to bring the pool up to code. The discussion concluded that the pool be used through the season and then be re-assessed.

Tour:

City Manager Blodgett suggested a tour to visit some of the parks. It was decided to meet at Azalea Park, Saturday, March 13th at 10 a.m. Items on the park itinerary are: walk-through Azalea Park, check Kidtown, checkout the proposal to build steps between the parking area and the baseball field on Lundeen Lane; assess Stout Park, check the new access at Chetco Point Park, point out the area for the BMX track at Bud Cross; assess Easy Manor Park for replacement equipment, and study the swimming pool problems.

Other:

Commissioner Dori Blodgett reviewed community events for the coming months. The *Beachcombers Festival* is March 20th and 21st, followed by the *Home Show* on March 26th, and 27th. The *Festival of the Arts* is scheduled for August 28th and 29th.

Chair Boynton circulated the 2003 Activities Report. He mentioned he presented it to City Council at the February 23rd meeting.

With no further business to come before the Commission, the meeting was adjourned at 8:14 p.m.

Respectfully submitted,



Cathie Mahon,
Recording Secretary

Approved by the Parks and Recreation Commission

03/25/04 (date)

**MINUTES
BROOKINGS PLANNING COMMISSION
REGULAR MEETING
March 2, 2004**

Chair Gilmore called the regular meeting of the Brookings Planning Commission to order at 7:00 p.m. in the Council Chambers at Brookings City Hall on the above date with the following Commission members and staff in attendance.

Commissioners Present:

Jim Collis	Bob Gilmore
Bill Dundom	Randy Gorman
Ted Freeman	Bruce Nishioka
	Bill Smith

Staff Present:

John Bischoff, Planning Director
Cathie Mahon, Community Development Secretary

Media:

Curry Coastal Pilot reporter, Brian Bullock

Other:

Approximately 16 citizens in the audience

CHAIRPERSON ANNOUNCEMENTS

None.

MINUTES

By a 6-0-1 vote (motion: Commissioner Freeman; Commissioner Smith abstained due to absence) the Planning Commission approved the minutes from the January 20, 2004 special meeting as written.

By a 7-0 vote (motion: Commissioner Freeman) the Planning Commission approved the minutes from the regular meeting on February 3, 2004 as written.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON FINAL ORDERS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON WRITTEN REQUESTS AND COMMUNICATIONS

1. By 7-0 vote, (motion: Commissioner Gorman) the Planning Commission approved the request for a final map approval for *Parkview Estates* to create 11 lots on a 3.47 acre parcel; located on the west side of Parkview Drive; Assessor's Map 40-13-31 CB, Tax Lots 800 and 803; R-1-6 (Single-family Residential) File No.CUP-3-03, Mike Maher, applicant; Jim Capp, representative.

The action was taken following questions and comments regarding the request from the following:
Jim Capp P.O. Box 2937 Harbor, OR

The action was taken following questions and comments regarding the request from the following:

Richard Bishop	P. O. Box 267	Brookings, OR
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The applicant waived their right to seven (7) additional days in which to submit written argument.

4. By a 7-0 vote (Motion: Commissioner Nishioka) the Planning Commission approved the Final ORDER and Findings of Fact for File No. **CUP 3-04**.
5. By a 7-0 vote (Motion: Commissioner Smith) the Planning Commission approved an application for a minor change to an existing conditional use, to increase the number of felines to be housed from 58 to 100; located at 828 Railroad Street; Assessor's Map 41-13-06 DB, Tax Lot 2800; I-P (Industrial Park) zone; South Coast Humane Shelter, applicant; Director Vicki Cooley of the South Coast Humane Shelter, representative; File No. **CUP-5-00/MC-1-04**.

Commissioners Freeman, Gorman, and Gilmore declared ex parte due to a site visit. There was no challenge from the audience as to the jurisdiction of the Commission to hear the request.

The action was taken following questions and comments regarding the request from the following:
Vicki Cooley, Director to the Humane Society P.O. Box 3136 Harbor,OR

The applicant waived their right to seven (7) additional days in which to submit written argument.

6. By a 7-0 vote (Motion: Commissioner Gorman) the Planning Commission approved the Final ORDER and Findings of Fact for File No. CUP-5-00/MC-1-04.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON COUNTY REFERRALS

1. By a 7-0 vote (motion: Commissioner Freeman) the Planning Commission will send a favorable recommendation to Curry County in the matter of File No. **CR-AD-0404**, a request for a conditional use to construct a single-family dwelling on a 10 acre parcel within the county's FG (Forest Grazing) and NH (Natural Hazard) zones; located on McVay Creek Road in Harbor Hills; Assessor's Map 41-13-14 Tax Lot 201; HW3 Development, Inc. and Dan Brittain, property owners; Indian Point, Inc., applicant.
2. By a 7-0 vote (motion: Commissioner Freeman) the Planning Commission will send a favorable recommendation to Curry County in the matter of File No. **CR-AD-0406**, a request for a conditional use to construct a single-family dwelling on a 2.86 acre parcel within the county's FG (Forest Grazing) and NH (Natural Hazard) zones; located on in the Harbor Hills area; Assessor's Map 41-13-14 Tax Lot 203; Charles and Kirstein Hurst Trust, property owners; Blue Heron Land Company, applicant.

The action was taken following questions and comments regarding the requests from the following:

Jan Sirchuk	P. O. Box 2711	Harbor, OR
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3. By a 7-0 vote (motion: Commissioner Collis) the Planning Commission will send a favorable recommendation to Curry County in the matter of File No. **CR-P-0401**, a request to divide a 0.78 acre parcel into two lots of 8660 square feet, and 25,260 square feet; located at 16290 Chapman Lane; R-2 (Residential Two) county zone; Assessor's Map 41-13-04 CD, Tax Lot 4900; Carol Dailey-Turner, applicant.

The action was taken following questions and comments regarding the requests from the following:
Carol Turner, applicant 16290 Chapman Lane Harbor, OR.

UNSCHEDULED PUBLIC APPEARANCES

Mr. Atwell addressed the commission on his continued concerns about the building projects on Parkview Drive.

REPORT OF THE PLANNING DIRECTOR

None.

PROPOSITIONS AND COMMISSIONERS COMMENTS:

Commissioner Dundom expressed his appreciation to the commissioners for the get-well card after his hip surgery.

ADJOURNMENT

With no further business before the Planning Commission, the meeting adjourned at 9:03 p.m.

Respectfully submitted,

BROOKINGS PLANNING COMMISSION



R. Gilmore, Chair

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/04	03/09/2004	48530	1881	AFLAC	10-00-2005	416.20
03/04	03/09/2004	48531	145	EBS Trust	10-00-2005	64.00
03/04	03/09/2004	48532	910	OR Department of Justice	10-00-2005	115.38
03/04	03/09/2004	48533	1132	OR Department of Justice	10-00-2005	391.62
03/04	03/09/2004	48534	1742	OR Department of Justice	10-00-2005	307.93
03/04	03/09/2004	48535	2366	OR Department of Justice	10-00-2005	203.08
03/04	03/09/2004	48536	205	PERS Retirement	10-00-2005	10,889.60
03/04	03/12/2004	48537	2626	Arthur Selby	10-00-2005	15.00
03/04	03/12/2004	48538	138	Becco, Inc	10-00-2005	57.90
03/04	03/12/2004	48539	148	B-H Chamber of Commerce	10-00-2005	1,802.18
03/04	03/12/2004	48540	1458	Bob Schaefer	10-00-2005	56.00
03/04	03/12/2004	48541	313	Brookings Vol Firefighters	10-00-2005	2,083.33
03/04	03/12/2004	48542	1840	Chetco Federal Credit Union	10-00-2005	3,330.00
03/04	03/12/2004	48543	820	CMI Business Systems	10-00-2005	183.87
03/04	03/12/2004	48544	822	Coast Auto Center	10-00-2005	45.40
03/04	03/12/2004	48545	183	Colvin Oil Company	10-00-2005	3,046.18
03/04	03/12/2004	48546	182	Coos-Curry Electric	10-00-2005	1,032.46
03/04	03/12/2004	48547	2542	Crystal Fresh Bottled Water	10-00-2005	187.50
03/04	03/12/2004	48548	151	Curry Coastal Pilot	10-00-2005	475.80
03/04	03/12/2004	48549	173	Curry Equipment Company	10-00-2005	14.75
03/04	03/12/2004	48550	195	Curry Transfer & Recycling	10-00-2005	548.62
03/04	03/12/2004	48551	2649	Dane Osis	10-00-2005	2.19
03/04	03/12/2004	48552		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48553		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48554		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48555	166	Dan's Auto & Marine Electric	10-00-2005	674.48
03/04	03/12/2004	48556	2648	David & Julie Ford	10-00-2005	38.11
03/04	03/12/2004	48557	185	Del Cur Supply	10-00-2005	133.98
03/04	03/12/2004	48558	101	Deluxe Business Forms	10-00-2005	108.38
03/04	03/12/2004	48559	498	Dictaphone Corp	10-00-2005	1,556.72
03/04	03/12/2004	48560	316	Donald & Roberta Chandler	10-00-2005	548.00
03/04	03/12/2004	48561	2645	DUII Multi-Disc. Train. T/F	10-00-2005	100.00
03/04	03/12/2004	48562	2653	Eileen Newton	10-00-2005	56.88
03/04	03/12/2004	48563	153	Ferrellgas	10-00-2005	396.76
03/04	03/12/2004	48564	105	First Impressions	10-00-2005	47.00
03/04	03/12/2004	48565	2623	Flow Control Engineering	10-00-2005	3,524.08
03/04	03/26/2004	48566	2569	VOID - Ferguson Industrial Plastics	10-00-2005	.00 M
03/04	03/12/2004	48567	298	Freeman Rock, Inc	10-00-2005	381.50
03/04	03/12/2004	48568	198	Grants Pass Water Lab	10-00-2005	140.00
03/04	03/12/2004	48569	139	Harbor Logging Supply	10-00-2005	22.85
03/04	03/12/2004	48570	186	Hennick's Hardware	10-00-2005	2.66
03/04	03/12/2004	48571	131	HGE, Inc	10-00-2005	15,028.61
03/04	03/12/2004	48572	1082	Hilary Thompson	10-00-2005	62.08
03/04	03/12/2004	48573	1447	ISCO	10-00-2005	97.16
03/04	03/12/2004	48574	2644	Jeffrey McMoran	10-00-2005	13.53
03/04	03/12/2004	48575	440	Jess Oliver	10-00-2005	113.00
03/04	03/12/2004	48576	1988	Jim Wheatley	10-00-2005	123.00
03/04	03/12/2004	48577	2654	John Gordon	10-00-2005	9.30
03/04	03/12/2004	48578	2643	John Volz	10-00-2005	36.07
03/04	03/12/2004	48579		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48580		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48581		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48582		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48583		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48584		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48585	162	Kerr Hardware	10-00-2005	1,305.30
03/04	03/12/2004	48586	262	Kim Hunnicutt Court Reporting	10-00-2005	476.00

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
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03/04	03/12/2004	48589	2655	Lorraine Reynolds	10-00-2005	42.89
03/04	03/12/2004	48590	448	Leo Lightle	10-00-2005	51.37
03/04	03/12/2004	48591	2647	Lloydene Costa	10-00-2005	55.32
03/04	03/12/2004	48592	2093	Marilyn Wood	10-00-2005	29.76
03/04	03/12/2004	48593	2605	Master Industrial Supply Inc	10-00-2005	109.00
03/04	03/12/2004	48594		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48595	2122	Mastercard	10-00-2005	495.68
03/04	03/12/2004	48596	877	Med-Tech Resource, Inc	10-00-2005	54.60
03/04	03/12/2004	48597	2650	Michael Rademaker	10-00-2005	7.24
03/04	03/12/2004	48598	155	Mory's	10-00-2005	25.07
03/04	03/12/2004	48599	2283	NW Technical Internet Service	10-00-2005	21.95
03/04	03/12/2004	48600	279	One Call Concepts, Inc	10-00-2005	70.20
03/04	03/12/2004	48601	427	Oregon Pacific Company	10-00-2005	106.06
03/04	03/12/2004	48602	1666	Oxford Suites	10-00-2005	295.32
03/04	03/12/2004	48603	252	Paramount Pest Control	10-00-2005	35.00
03/04	03/12/2004	48604	311	Paramount Supply Company	10-00-2005	1,193.26
03/04	03/12/2004	48605	2652	Patick & Kay O'Hara	10-00-2005	28.54
03/04	03/12/2004	48606		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48607	293	Petty Cash	10-00-2005	214.55
03/04	03/12/2004	48608	322	Postmaster	10-00-2005	1,586.00
03/04	03/12/2004	48609	2509	Premier Properties	10-00-2005	32.44
03/04	03/12/2004	48610		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48611	1193	PRN Data Services, Inc	10-00-2005	2,643.00
03/04	03/12/2004	48612	1029	Purchase Power	10-00-2005	1,019.00
03/04	03/12/2004	48613	187	Quality Fast Lube & Oil	10-00-2005	230.00
03/04	03/12/2004	48614	180	Ray's Food Place	10-00-2005	105.07
03/04	03/12/2004	48615	199	Richard Harper	10-00-2005	300.00
03/04	03/12/2004	48616	278	Ron Plaster	10-00-2005	150.00
03/04	03/12/2004	48617	169	Roto Rooter	10-00-2005	127.90
03/04	03/12/2004	48618	570	State of Oregon-Corp Div	10-00-2005	20.00
03/04	03/12/2004	48619	2254	Sunny Wheatley	10-00-2005	167.42
03/04	03/12/2004	48620	2182	Sunnyside Inn Motel	10-00-2005	176.55
03/04	03/12/2004	48621	601	Super 8 Motel - Corvallis	10-00-2005	164.61
03/04	03/12/2004	48622	2577	SuppliesUSA.com, Inc	10-00-2005	764.97
03/04	03/12/2004	48623	2618	The Backup Training Corp	10-00-2005	603.95
03/04	03/12/2004	48624	142	Tidewater Contractors Inc	10-00-2005	2,469.40
03/04	03/12/2004	48625	179	Trew, Cyphers & Meynink	10-00-2005	2,128.00
03/04	03/12/2004	48626	170	Umpqua Research Co	10-00-2005	378.00
03/04	03/12/2004	48627	161	United Communications Inc	10-00-2005	416.11
03/04	03/12/2004	48628	1374	United Horticulture Supply	10-00-2005	360.00
03/04	03/12/2004	48629	990	United Parcel Service	10-00-2005	89.74
03/04	03/12/2004	48630		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48631		Information Only Check	10-00-2005	.00 V
03/04	03/12/2004	48632	136	United Pipe & Supply Co Inc	10-00-2005	3,067.50
03/04	03/12/2004	48633	991	Verizon Northwest	10-00-2005	1,524.76
03/04	03/12/2004	48634	157	Viking Office Products	10-00-2005	155.64
03/04	03/12/2004	48635	108	VWR Scientific	10-00-2005	175.90
03/04	03/12/2004	48636	2651	William J Petersen	10-00-2005	5.44
03/04	03/12/2004	48637	2642	Win Tron Tech	10-00-2005	836.15
03/04	03/12/2004	48638	269	WW Grainger	10-00-2005	22.01
03/04	03/17/2004	48639	1679	Circuit City	10-00-2005	1,129.97
03/04	03/19/2004	48640	2657	Albert R Tervo	10-00-2005	26.10
03/04	03/19/2004	48641	167	American Sigma	10-00-2005	155.00
03/04	03/19/2004	48642	1985	American Water Works Assn	10-00-2005	201.00
03/04	03/19/2004	48643	490	Ameson Motor & Machines	10-00-2005	424.00

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/04	03/19/2004	48644	993	ATCO International	10-00-2005	340.00
03/04	03/19/2004	48645	146	Bay West Supply, Inc	10-00-2005	381.16
03/04	03/19/2004	48646	200	Bob Hagbom	10-00-2005	389.36
03/04	03/19/2004	48647	110	Brookings Auto Parts	10-00-2005	258.57
03/04	03/19/2004	48648	2636	Cal-Pacific Products	10-00-2005	212.46
03/04	03/19/2004	48649	193	Central Equipment Co, Inc	10-00-2005	226.92
03/04	03/19/2004	48650	822	Coast Auto Center	10-00-2005	231.67
03/04	03/19/2004	48651	182	Coos-Curry Electric	10-00-2005	2,230.43
03/04	03/19/2004	48652	1801	Cop Shop Etc	10-00-2005	385.00
03/04	03/19/2004	48653	2542	Crystal Fresh Bottled Water	10-00-2005	125.00
03/04	03/19/2004	48654	2667	Dan A. Doeppel	10-00-2005	218.11
03/04	03/19/2004	48655	153	Ferrellgas	10-00-2005	92.47
03/04	03/19/2004	48656	2623	Flow Control Engineering	10-00-2005	1,144.41
03/04	03/19/2004	48657	2144	Freddie Mac/Carina Moran	10-00-2005	28.16
03/04	03/19/2004	48658	2658	Gary Gilchrist	10-00-2005	24.09
03/04	03/19/2004	48659	307	Industrial Steel & Supply Inc	10-00-2005	31.60
03/04	03/19/2004	48660	2585	Jerry Norman	10-00-2005	21.48
03/04	03/19/2004	48661	2105	Kim & Roy VanWinckle	10-00-2005	27.80
03/04	03/19/2004	48662	997	Kurt Kessler	10-00-2005	9,127.09
03/04	03/19/2004	48663	2659	Lawrence Bacon	10-00-2005	26.23
03/04	03/19/2004	48664	328	Les Schwab Tire Company	10-00-2005	374.28
03/04	03/19/2004	48665	2662	Mike Goblirsch	10-00-2005	15.85
03/04	03/19/2004	48666	247	Mike Mahar	10-00-2005	17.89
03/04	03/19/2004	48667	2661	Milliman USA	10-00-2005	600.00
03/04	03/19/2004	48668	1491	Mt Hood Chemical	10-00-2005	2,547.60
03/04	03/19/2004	48669	334	North Coast Electric	10-00-2005	147.32
03/04	03/19/2004	48670	2120	Oregon Fuel Injection Inc	10-00-2005	191.25
03/04	03/19/2004	48671	2668	Pauline Orr	10-00-2005	15.95
03/04	03/19/2004	48672	187	Quality Fast Lube & Oil	10-00-2005	47.00
03/04	03/19/2004	48673	2663	Ray Nidiffer	10-00-2005	21.07
03/04	03/19/2004	48674	2666	Robert Wilson	10-00-2005	29.79
03/04	03/19/2004	48675	2665	Stan Patterson	10-00-2005	4.11
03/04	03/19/2004	48676	156	Thal Special Touch Florist	10-00-2005	66.00
03/04	03/19/2004	48677	136	United Pipe & Supply Co Inc	10-00-2005	989.03
03/04	03/19/2004	48678	991	Verizon Northwest	10-00-2005	19.17
03/04	03/19/2004	48679	157	Viking Office Products	10-00-2005	249.48
03/04	03/19/2004	48680	2660	W B Hukkanen	10-00-2005	26.10
03/04	03/19/2004	48681	2664	Wallace Ransom	10-00-2005	1.55
03/04	03/19/2004	48682	269	WW Grainger	10-00-2005	134.66
03/04	03/23/2004	48683	910	OR Department of Justice	10-00-2005	115.38
03/04	03/23/2004	48684	1132	OR Department of Justice	10-00-2005	391.62
03/04	03/23/2004	48685	1742	OR Department of Justice	10-00-2005	307.93
03/04	03/23/2004	48686	2366	OR Department of Justice	10-00-2005	203.08
03/04	03/23/2004	48687	144	OR Teamster Employers Trust	10-00-2005	11,246.72
03/04	03/23/2004	48688	189	OR Teamster Employers Trust	10-00-2005	21,087.60
03/04	03/23/2004	48689	205	PERS Retirement	10-00-2005	10,812.38
03/04	03/23/2004	48690	214	Regence Life & Health Ins	10-00-2005	243.80
03/04	03/23/2004	48691	213	Teamsters Local Union 223	10-00-2005	742.00
03/04	03/25/2004	48692	182	Coos-Curry Electric	10-00-2005	2,202.35
03/04	03/25/2004	48693	2674	3PM/Johnson	10-00-2005	8.82
03/04	03/25/2004	48694	167	American Sigma	10-00-2005	117.90
03/04	03/25/2004	48695	993	ATCO International	10-00-2005	610.00
03/04	03/25/2004	48696	147	Brookings Glass Inc	10-00-2005	1,408.00
03/04	03/25/2004	48697	2670	Budge-McHugh Supply Co.	10-00-2005	230.40
03/04	03/25/2004	48698	1986	Bureau of Labor & Industries	10-00-2005	145.00
03/04	03/25/2004	48699	149	Carpenter Auto Center	10-00-2005	169.27
03/04	03/25/2004	48700	370	CCIS	10-00-2005	8,731.11

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/04	03/25/2004	48701	182	Coos-Curry Electric	10-00-2005	10,637.91
03/04	03/25/2004	48702	1801	Cop Shop Etc	10-00-2005	8.40
03/04	03/25/2004	48703	2620	Crow/Clay & Associates Inc	10-00-2005	2,593.04
03/04	03/25/2004	48704	888	CRS	10-00-2005	925.00
03/04	03/25/2004	48705	337	Curry County Health Dept	10-00-2005	50.00
03/04	03/25/2004	48706	2671	David Hicks	10-00-2005	30.09
03/04	03/25/2004	48707	2117	Edge Wireless	10-00-2005	83.20
03/04	03/25/2004	48708	499	Fastenal Company	10-00-2005	293.57
03/04	03/25/2004	48709	119	Gall's Inc	10-00-2005	199.42
03/04	03/25/2004	48710	1082	Hilary Thompson	10-00-2005	139.48
03/04	03/25/2004	48711	2672	Inventory Trading Company	10-00-2005	47.00
03/04	03/25/2004	48712	386	Lab Safety Supply Inc	10-00-2005	357.54
03/04	03/25/2004	48713	1016	Mark Carroll Signs & Graphics	10-00-2005	640.00
03/04	03/25/2004	48714	2051	National Waterworks, Inc	10-00-2005	123.95
03/04	03/25/2004	48715	433	NCL of Wisconsin	10-00-2005	151.46
03/04	03/25/2004	48716	870	Noah Bruce	10-00-2005	39.20
03/04	03/25/2004	48717	426	Oregon Apparatus Repair	10-00-2005	750.50
03/04	03/25/2004	48718	2619	Pacific Rescue	10-00-2005	181.44
03/04	03/25/2004	48719	187	Quality Fast Lube & Oil	10-00-2005	31.00
03/04	03/25/2004	48720	2433	Red Lion Inn, Salem	10-00-2005	121.00
03/04	03/25/2004	48721	1552	Rogue Regency Inn	10-00-2005	64.31
03/04	03/25/2004	48722	2669	Shawn & Kandi Campbell	10-00-2005	517.00
03/04	03/25/2004	48723	2041	State Court	10-00-2005	260.00
03/04	03/25/2004	48724	2577	SuppliesUSA.com, Inc	10-00-2005	87.94
03/04	03/25/2004	48725	2640	The Dyer Partnership	10-00-2005	1,307.64
03/04	03/25/2004	48726	914	The Tea Room Cafe	10-00-2005	231.00
03/04	03/25/2004	48727	170	Umpqua Research Co	10-00-2005	649.80
03/04	03/25/2004	48728	136	United Pipe & Supply Co Inc	10-00-2005	69.00
03/04	03/25/2004	48729	991	Verizon Northwest	10-00-2005	155.70
03/04	03/25/2004	48730	157	Viking Office Products	10-00-2005	292.08
03/04	03/25/2004	48731	1253	Western Burner Co	10-00-2005	755.52
03/04	03/25/2004	48732	686	Worlton Auto Body	10-00-2005	100.00
03/04	03/26/2004	48733	2569	Ferguson Industrial Plastics	10-00-2005	184.50
Totals:						<u>176,718.56</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: March 2004

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
1	Single Family Dwelling	\$685.50	\$445.58	\$47.99	\$7,879.00	\$200,245.00	7	\$1,125,205.00	16	\$3,028,344.00
2	Single Family Addition	\$329.56	\$417.31	\$23.07	\$0.00	\$152,227.00	8	\$280,806.00	3	\$31,500.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	2	\$26,209.00
1	Two Family Residential	\$845.50	\$549.58	\$59.19	\$12,768.00	\$264,636.00	1	\$264,636.00	0	\$0.00
1	Multi-Family Residential Apts	\$0.00	\$4,019.69	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	2	\$21,816.00
3	Commercial Addition-Change	\$533.00	\$125.45	\$37.31	\$7,879.00	\$98,500.00	8	\$163,714.00	6	\$48,250.00
1	Churches	\$193.00	\$77.20	\$13.51	\$0.00	\$29,000.00	2	\$439,000.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$0.00
1	Misc.-Retaining Wall-Fence	\$62.50	\$40.63	\$4.38	\$0.00	\$6,800.00	1	\$6,800.00	1	\$6,829.00
10	Total Building Permits	\$2,649.06	\$5,675.44	\$185.43	\$28,526.00	\$751,408.00	27	\$2,280,161.00	31	\$3,162,948.00
3	Mechanical Permits	\$147.80	N/A	\$10.35	N/A	N/A	0	N/A	0	N/A
2	Plumbing Permits	\$238.00	N/A	\$16.66	\$0.00	N/A	0	N/A	0	N/A
0	Manufactured Home Install Permits	\$0.00	N/A	\$0.00	\$0.00	N/A	0	N/A	0	N/A
0	Manufactured Dwelling Fee	N/A	N/A	\$0.00	N/A	N/A				
15	TOTAL PERMITS	\$3,034.86	\$5,675.44	\$212.44	\$28,526.00	\$751,408.00	27	\$2,280,161.00	31	\$3,162,948.00
	Total Year to Date Calculated Fees	\$11,325.20	\$6,697.92	\$822.78	\$80,267.00					
	2003 YTD Calculated Fees	\$12,499.80	\$7,350.36	\$874.99	\$71,472.00					

BUILDING DEPARTMENT ACTIVITIES SUMMARY - URD

For Month of **Feb-03**

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
0	Single Family Dwelling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Single Family Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
1	Two Family Residential	\$845.50	\$549.58	\$59.19	\$12,768.00	\$264,636.00				
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
1	Commercial Addition-Change	\$0.00	\$0.00	\$0.00	\$7,879.00	\$0.00				
1	Churches	\$193.00	\$77.20	\$13.51	\$0.00	\$29,000.00				
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
3	Total Building Permits	\$1,038.50	\$626.78	\$72.70	\$20,647.00	\$293,636.00				

2	Mechanical Permits	\$33.15	N/A	\$2.32	N/A	N/A		N/A		N/A
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1	Plumbing Permits	\$95.20	N/A	\$6.66	\$0.00	N/A		N/A		N/A
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0	Manufactured Home Permits	\$0.00	N/A	\$0.00	\$0.00	N/A		N/A		N/A
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6	TOTAL PERMITS	\$1,166.85	\$626.78	\$81.68	\$20,647.00	\$293,636.00		\$0.00		\$0.00
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	Total Year to Date Calculated Fees									
	2001 YTD Calculated Fees									

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