



# CITY OF EAGLE POINT

*"Gateway to the Lakes"*

OREGON

## EAGLE POINT CITY COUNCIL

Council Chambers  
17 Buchanan Ave. South, Eagle Point, Oregon  
October 11, 2016

### REGULAR MEETING AGENDA

1. CALL TO ORDER – 7:00 P.M.
2. FLAG SALUTE AND INVOCATION
3. AUDIENCE QUESTIONS OR COMMENTS CONCERNING ITEMS NOT ON THE AGENDA
4. PRESENTATIONS
  - 4.1 Presentation of Life Saving Award to Sergeant Darin May.
5. PUBLIC HEARINGS
6. CONSENT CALENDAR
  - 6.1 Presentation of Regular Meeting Minutes of September 27, 2016.
7. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR
8. PRESENTATION OF BILLS TO BE PAID
9. OLD BUSINESS
10. NEW BUSINESS
  - 10.1 Resolution No. 2016-45. A Resolution proclaiming October 23-31, as Red Ribbon Week in the City of Eagle Point.

*If a physical accommodation is needed to participate in this meeting, please contact the City Recorder at 541-826-4212 ext. 106 or TTY/TDD 711 or 800-735-2900. Notification of at least 48 hours prior to the meeting will assist the City in providing reasonable accommodations. (28 CFR 35.102-35.104 ADA Title II).*

**City Council Agenda**

October 11, 2016

Page 2 of 2

- 10.2 Resolution No. 2016-46. A Resolution approving a Collective Bargaining Agreement between the City of Eagle Point, Oregon and Teamsters Local 223 (Police Unit) effective July 1, 2016 - June 30, 2019.
- 10.3 Resolution No. 2016-47. A Resolution updating job descriptions for Public Works and Finance.
- 10.4 Discussion concerning discontinuing the City of Eagle Point advertising sign located at the Rogue Valley International-Medford Airport.
- 11. REPORTS FROM CITY COUNCIL AND CITY COMMITTEE REPRESENTATIVES
- 12. STAFF REPORTS
- 13. INFORMATION
- 14. ADJOURN

*AGENDA AND COUNCIL PACKETS ALSO AVAILABLE ON WEBSITE*  
*[www.cityofeaglepoint.org](http://www.cityofeaglepoint.org)*

# LIFE SAVING AWARD

THIS CERTIFICATE IS AWARDED TO

**SERGEANT DARIN MAY**

FOR SAVING THE LIFE OF AN EAGLE POINT CITIZEN  
EAGLE POINT POLICE DEPARTMENT



*Vern W. Thompson*  
CHIEF OF POLICE

AUGUST 2016

*Henry Lawrence*  
CITY ADMINISTRATOR

AUGUST 2016





# CITY OF EAGLE POINT

*"Gateway to the Lakes"*

OREGON

EAGLE POINT CITY COUNCIL  
17 BUCHANAN AVE. SOUTH, EAGLE POINT, OREGON

SEPTEMBER 27, 2016

REGULAR MEETING MINUTES

1. CALL TO ORDER – 7:00 P.M.

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

Council Members Present: Bob Russell, Jonathan Bilden, Wayne Brown, \*Bill Fierke (via Skype and teleconference), Aaron Prunty, and Kathy Sell.

Council Members Absent: Ruth Jenks.

Staff Members Present: Henry Lawrence, City Administrator; Joseph Kellerman, City Attorney; Robert Miller, Public Works Director; Melissa Owens, Finance Officer; Sergeant Dustin LaFord; Mike Upston, Planning Director; and Cindy Hughes, City Recorder.

Guests: Suzi Collins, Planning Commissioner; Millie Wewerka, Budget Committee Member and Planning Commissioner; Jerry Zieman, Budget Committee Member; and members of the public and press.

2. FLAG SALUTE AND INVOCATION

Mayor Russell led the Pledge of Allegiance; and Jerry Zieman offered an invocation.

3. AUDIENCE QUESTIONS OR COMMENTS CONCERNING ITEMS NOT ON THE AGENDA

Millie Wewerka, of Eagle Point, discussed her experience with registering complaints with the City on the website and in person. Henry Lawrence, City Administrator, directed staff to address the website issue and received the complaint. There were no other audience questions or comments.

4. PRESENTATIONS

There were no presentations.

## City of Eagle Point Council Meeting Minutes

September 27, 2016

Page 2 of 4

### 5. PUBLIC HEARINGS

There were no public hearings.

### 6. CONSENT CALENDAR

#### 6.1 Presentation of Regular Meeting Minutes of September 13, 2016.

Mayor Russell announced the Consent Calendar. There were no questions or comments. Council President Bilden moved to approve the Consent Calendar as presented and Councilor Sell seconded the motion. There was no discussion. Roll call: Aaron Prunty, aye; Kathy Sell, aye; Jonathan Bilden, aye; Wayne Brown, aye; Bob Russell, aye; Bill Fierke, absent; and Ruth Jenks, absent. The motion passed unanimously by those present.

### 7. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items considered for removal from the Consent Calendar.

### 8. PRESENTATION OF BILLS TO BE PAID

Mayor Russell asked if there were questions about the bills to be paid including the additional bills list. There being no questions, Council President Bilden moved to approve the Bills to be Paid in the amount of \$388,848.52 and the Additional Bills List in the amount of \$12,679.19 (Submission No. 1). Councilor Sell seconded the motion. There was no discussion. Roll call: Roll call: Kathy Sell, aye; Jonathan Bilden, aye; Wayne Brown, aye; Aaron Prunty, aye; Bob Russell, aye; Bill Fierke, absent; and Ruth Jenks, absent. The motion passed unanimously by those present.

### 9. OLD BUSINESS

There was no Old Business.

### 10. NEW BUSINESS

#### 10.1 Resolution No. 2016-44. A Resolution proclaiming the month of October 2016 as Community Planning Month in the City of Eagle Point.

Mike Upston, Planning Director, announced this proclamation is endorsed by the American Planning Association every year. Mr. Upston acknowledged Planning Commissioners Collins and Wewerka, present in the audience, for their service on the Commission as well as their community involvement and attendance at other meetings.

\*At approximately 7:07 p.m., Councilor Fierke joined the meeting via Skype.

Mayor Russell asked for a motion to approve Resolution No. 2016-44. Councilor Prunty made a motion to approve Resolution No. 2016-44, a Resolution

## City of Eagle Point Council Meeting Minutes

September 27, 2016

Page 3 of 4

proclaiming the month of October 2016 as Community Planning Month in the City of Eagle Point. Councilor Sell seconded the motion. There was no discussion. Roll call: Jonathan Bilden, aye; Wayne Brown, aye; Bill Fierke, aye; Aaron Prunty, aye; Kathy Sell, aye; Bob Russell, aye; Ruth Jenks, absent. The motion passed unanimously by those present.

### 11. REPORTS FROM CITY COUNCIL AND CITY COMMITTEE REPRESENTATIVES

Councilor Fierke reported on the recent D9 meeting and dedication of the mural at the School District building.

Council President Bilden reported on the mural dedication and celebration. In addition, he reported on the Chamber Awards Dinner and announced the upcoming Lucas Park Grand Opening.

Councilor Brown, reported on Rogue Valley Sewer Services (RVSS) approving an Ordinance to create a reimbursement district to allow certain property owners to reimburse RVSS for connecting to its sewer system. Additionally, Councilor Brown reported on the alignment project of the sewer line near Highway 62 and the 62 Diner.

Mayor Russell reported favorably on the mural dedication, Chamber Awards Dinner, and the Butte Creek Mill Foundation Golf Tournament at the Golf Course. Mayor Russell also reported plans to attend the League of Oregon Cities Annual Conference together with Councilors Brown and Prunty.

There were no other City Council reports.

### 12. STAFF REPORTS

Mike Upston, Planning Director, provided updates on Eagle Point Community Bible Church Expansion; Sienna Hills Subdivision; Eagle Crest Overlook; Idlewood Estates; Fairway View Subdivision; Lodging at Eagle Point Golf Course; and Greenview Subdivision. The next item, also in the Friday Letter, was about a reduction in Federal Funding for transportation improvement projects in this region which is expected to last for at least the next few years. With regard to signage at the Rogue Valley International-Medford Airport (Airport), the Airport contacted staff to offer a new sign location at a cost of approximately \$400 per month. The current expense is around \$260 per month. Henry Lawrence, City Administrator, suggested checking with the Airport about moving the sign to the new space at the same price, or otherwise pulling the sign out. A brief discussion followed and there was no objection to Mr. Lawrence's suggestion. There was additional discussion about leaving the sign at its current location and waiting for a better location.

Melissa Owens, Finance Officer, reported the final numbers were included in the agenda packet for the June 30 Financial Report, and the August 31 Financial Report. Ms. Owens offered to answer questions about the reports and provided an update about working with the auditors for PERS liability testing. Ms. Owens further reported working with them on

**City of Eagle Point Council Meeting Minutes**

September 27, 2016

Page 4 of 4

finishing the comprehensive annual financial report. In addition, Ms. Owens discussed features for online utility billing and court citations, also shown in the agenda packet.

Robert Miller, Public Works Director, reported on the Pavement Management Program with the completion of the 2016 Seal Coat Project, 2016 Chip Seal Project except for the striping, and the 2016 Paving Project coming up with contractors all working hard to beat the weather restraints. Mr. Miller also reported on the completion of the Lucas Park Restroom Project. Councilor Sell inquired about the possibility of the intersection at Loto Street and Royal Avenue becoming a 4-way stop. Mr. Miller responded that it will be part of a future analysis. Discussion followed about the progress on the Splash Park.

Henry Lawrence, City Administrator, reported attending the recent Medford Water Commission meeting wherein they approved the new five year agreement with the City of Eagle Point. Mr. Lawrence noted the next five year agreement may be more difficult because of reduced flow rates and the potential impacts to the City's system. Public Works Supervisor, Gary Shipley, submitted a grant application to the Oregon Association of Water Utilities for assistance with future pump station upgrades.

Cindy Hughes, City Recorder, expressed appreciation to the Council for their support in continuing education and reported attending the recent Oregon Association of Municipal Recordors Annual Conference.

13. INFORMATION

There were no Information items.

Mayor Russell recessed the meeting at 7:30 p.m.

14. EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(i), To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

At 7:35 p.m., Mayor Russell opened the Executive Session pursuant to 192.660(2)(d). Following discussion, Mayor Russell closed the Executive Session at 7:45 p.m.

15. ADJOURN

There being no further business, Mayor Russell reconvened and closed the meeting at 7:46 p.m.

Respectfully submitted,

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Cindy Hughes, City Recorder

ATTEST:

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Robert E. Russell, Mayor

Cindy Hughes 10-7-16

BILL LIST  
10/11/2016

<u>CHECK #</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
37697	101 THINGS TO DO	ADVERTISEMENT	\$ 2,959.00
37698	APPLIED CONCEPTS, INC	EQUIPMENT FOR NEW PD VEHICLE	\$ 1,612.50
37699	AVISTA	UTILITIES	\$ 124.83
37700	BAKER UTILITY SERVICE LLC	SPRAY PARK	\$ 270.00
37701	BATTERIES PLUS BULBS #208	SUPPLIES	\$ 164.91
37702	BAXTER AUTO PARTS #20	VEHICLE MAINT/REPAIR	\$ 34.90
37703	CENTURY LINK	UTILITIES	\$ 1,200.97
37704	CITY COUNTY INSURANCE	PROPERTY/LIABILITY INSURANCE	\$ 117.52
37705	CITY OF EAGLE POINT	UTILITIES	\$ 99.46
37706	COASTAL	SUPPLIES	\$ 35.98
37707	DCBS-FISCAL SERVICES	STATE SURCHARGE - JUL/AUG/SEP 2016	\$ 3,506.42
37708	DENNY HOSCHLER	TRAVEL/TRAINING	\$ 221.25
37709	DEVON LINEBAUGH	TRAVEL	\$ 28.78
37710	EAGLE POINT HARDWARE	SUPPLIES	\$ 751.51
37711	HAYS OIL COMPANY	FUEL	\$ 546.50
37712	HORNECKER COWLING, LLP	MUNICIPAL JUDGE - SEPTEMBER 2016	\$ 800.00
37713	JACKSON COUNTY TREASURER	UNITARY ASSESSMENTS - SEPTEMBER 2016	\$ 188.00
37714	LAW OFFICE OF BRUCE BISCHOF	CONTRACT NEGOTIATIONS	\$ 798.00
37715	LINEAR SYSTEMS	DIMS ANNUAL MAINTENANCE	\$ 800.00
37716	LITHIA DODGE CHRYSLER JEEP	VEHICLE MAINT/REPAIR	\$ 26.06
37717	MELISSA OWENS	TRAVEL/TRAINING	\$ 442.89
37718	MIKE'S COPY AND PRINTING	SUPPLIES	\$ 148.00
37719	NEILSON RESEARCH CORPORATION	WATER TESTING	\$ 628.00
37720	OREGON DEPT OF REVENUE	UNITARY ASSESSMENTS - SEPTEMBER 2016	\$ 950.56
37721	OREGON DEPT OF TRANSPORTATION	FREEWAY SIGN	\$ 7,576.57
37722	PACIFIC OFFICE AUTOMATION	OFFICE EQUIPMENT	\$ 100.84
37723	PACIFIC POWER - 0012	UTILITIES	\$ 17,906.21
37724	PERSONNEL SOURCE, INC	TEMP SERVICE - HARNISH, MUSEUM, PW 2 WKS	\$ 2,601.38
37725	PROGRESSIVE MICROTECHNOLOGY, INC	SCADA TECH SUPPORT	\$ 495.00
37726	ROGUE SHRED LLC	UTILITIES	\$ 35.45
37727	SOS ALARM	UTILITIES-MUSEUM, HARNISH	\$ 120.95
37728	SOUTHERN OREGON SANITATION	UTILITIES	\$ 558.00
37729	TAURUS POWER & CONTROLS	SCADA SYSTEM	\$ 325.00
37730	TEKMANAGEMENT INC	IT SUPPORT	\$ 182.16
37731	TIGARD'S LANDMARK FORD-LINCOLN	NEW PD VEHICLE	\$ 30,668.50
37732	TYLER TECHNOLOGIES	ANNUAL MAINT	\$ 6,977.01
37733	VALLEY FEED & FARM SUPPLY	SUPPLIES	\$ 112.95
37734	WATER RIGHTS SOLUTIONS, LLC	PROFESSIONAL SVCS	\$ 50.00
37735	WOLFCOM ENTERPRISES	SAFETY EQUIPMENT	\$ 429.99
37736	YMCA	SEPT 2016 SPORTS REGISTRATIONS	\$ 1,745.00
		SUBTOTAL	\$ 86,341.05
<u>REFUNDS</u>			
37688	CHONG, STEVEN	UTILITY	\$ 5.93
37689	DODSON, PATRICK	UTILITY	\$ 18.10
37690	FANNIE MAE	UTILITY	\$ 45.53
37691	LOYD, JAN	UTILITY	\$ 133.71
37692	PAINTER, NANCY	UTILITY	\$ 37.44
37693	ROBERTSON, BRYON	UTILITY	\$ 17.25
37687	SNYDER CREEK DEVELOPMENT	BUILDING PERMIT	\$ 2.28
37694	SNYDER CREEK DEVELOPMENT	UTILITY	\$ 8.24
37695	STORES, MARK	UTILITY	\$ 45.84
37696	TEREAULT, KIMBERLIE	UTILITY	\$ 51.98
		SUBTOTAL	\$ 366.30
		<b>TOTAL</b>	<b>\$ 86,707.35</b>



**BUSINESS OF THE CITY COUNCIL  
EAGLE POINT, OREGON**

**AGENDA STATEMENT**

**Item Number:** 10.1  
**Meeting Date:** October 11, 2016

**ITEM TITLE:** Resolution No. 2016-45. A Resolution proclaiming October 23-31, as Red Ribbon Week in the City of Eagle Point.


**SUBMITTED BY:** Robert Russell, Mayor.

**SUMMARY EXPLANATION:** The National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs). The National Red Ribbon Campaign will be celebrated in America during Red Ribbon Week, October 23-31; by citizens of all walks of life demonstrating their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign.

The proposed Resolution No. 2016-45 proclaims October 23-31, as RED RIBBON WEEK, and encourages the citizens of Eagle Point to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to a drug-free City.

**FINANCIAL IMPACT:** None.

APPROVED FOR SUBMITTAL: \_\_\_\_\_

 10/5/14

**Henry Lawrence, City Administrator**

**STAFF RECOMMENDATION:** N/A.

**RESOLUTION NO. 2016-45**

**A RESOLUTION PROCLAIMING OCTOBER 23-31, AS RED RIBBON WEEK IN THE CITY OF EAGLE POINT.**

**WHEREAS**, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

**WHEREAS**, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

**WHEREAS**, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

**WHEREAS**, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

**WHEREAS**, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

**WHEREAS**, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:**

The City of Eagle Point proclaims October 23-31, as RED RIBBON WEEK, and encourages its citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to a drug-free City.

Passed in open session on the 11th day of October, 2016.

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Robert E. Russell, Mayor

ATTEST:

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Cindy Hughes, City Recorder

**BUSINESS OF THE CITY COUNCIL  
EAGLE POINT, OREGON**

**AGENDA STATEMENT**

**Item Number:** 10.2

**Meeting Date:** October 11, 2016

**ITEM TITLE:** Resolution No. 2016-46. A Resolution approving a Collective Bargaining Agreement between the City of Eagle Point, Oregon and Teamsters Local 223 (Police Unit) effective July 1, 2016 - June 30, 2019.

**SUBMITTED BY:** Henry Lawrence, City Administrator

**SUMMARY EXPLANATION:** Negotiating teams for both the City of Eagle Point and the Eagle Point Police Unit (Teamsters) have been meeting since last Spring to negotiate a new three-year contract. On September 29 the team reached a tentative agreement resulting in the following proposed changes to the 2013-2016 contract for inclusion in a 2016-2019 contract:

**Bold denotes proposed language**

**~~Strike-out~~ denotes proposed deletion**

8.2 Work Week. The work week shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days, with two (2) days off. The seven (7) day work schedule will begin at the start of the employee's first day of work and end 168 hours later. **The City, at its discretion, may utilize a work schedule consisting of four consecutive 10-hour days followed by three consecutive days off.**

The Union and the City may, by mutual agreement, employ any other flexible work schedule, **either temporarily or permanent, which may be adopted for the entire police department or any job classification within.** Work schedules may be adopted for the entire City or any department either temporarily or permanently as required.

8.3 Workday. The workday shall consist of an eight (8) hour day **or a 10-hour day** within a twenty-four (24) hour period including meal periods, rest periods, briefing and training periods. The twenty-four (24) hour period will begin at the start of the employee's workday and end twenty-four (24) hours later.

8.4 Work Shift. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times. **Regular shift(s) scheduled for an 8-hour work day are as follows: Day- 0600 - 1400, Day Power- 1000 - 1800, Swing – 1400-2200, Night Power- 1800-0200, and Graveyard- 2200-0600. Regular shifts for a 10-hour shift are as follows: Day Sergeant- 0600-1600, Day-0800-1800, Swing- 1500-0100, Night Power- 1800-0400, and Graveyard 2200-0800.**

**Any employee's regular scheduled work shift that is voluntarily "flexed" (adjusted to meet a department, training or individual need) in excess of three consecutive working days may remain on the "flexed" schedule and upon completion of the work week shall return to their regularly scheduled shift.**

8.5 Work Schedule(s) and Shift Bidding. Work schedules showing Police Department workdays and hours shall be posted on the Department bulletin boards. Except for emergency situations, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. It is understood that an employee may be scheduled with less than seven (7) days notice and receive overtime compensation.

**Shift assignments and days off will be bid by police sworn employees in the bargaining unit based on bargaining unit seniority, except in circumstances where it is necessary to otherwise distribute employees to meet the reasonable operating needs of the department or train new employees. Patrol Sergeants are required to supervise a dayshift and swing shift. They shall have bid priority over patrol officers in meeting the operating needs of the department.**

**Bidding of shift assignments and days off, while assigned to Patrol, will take place once a year, with shift changes every three months, depending on the schedule used. Beginning December 1<sup>st</sup>, all Officers will:**

1. **Select two (2) of the (4) four annual three month rotation shifts, in order of seniority, for the following year.**
2. **After all Officers have chosen two (2) shifts, the Officers, in order of seniority, shall pick a third three month rotation.**
3. **This process will continue until all shifts are bid for the following year.**

**If available, both first round bids shall be different than the previous year's first round bids.**

8.8 Overtime. ~~Subject to the provisions of Section 8.12~~ Employees shall be compensated at the rate of one and one-half (1 ½) times their respective hourly rate of pay, which includes DPSST Certification incentive pay under Section 19.8, for overtime work under the following conditions:

1. All work in excess of forty (40) hours in any one (1) work week.
2. All work outside the employees scheduled work week as defined in Section 8.2.
3. Prior to being eligible for payment of overtime, an employee must have approval of the City Administrator or designee.

The inclusion of DPSST Certification incentive pay as specified above will be effective upon execution of this Agreement ~~or October 1, 2010, whichever occurs first.~~

**8.13 Safety Release. An employee who is required by the City to work more than 16 hours in any 24-hour period shall be granted at least eight hours of Safety Release time off before being required to work their next consecutive regularly-scheduled work shift or portion thereof. When practicable, prior to working more than 16 hours in a 24-hour period, the employee shall make the on-duty supervisor aware that the employee believes their current work assignment may result in the employee becoming eligible for Safety Release time off. An employee shall not suffer any loss of pay due to Safety Release time off during their regularly scheduled work shift.**

## Agenda Item No. 10.2

### Page 3 of 4

10.2. Pay Option. Subject to staffing, shift coverage, and budgetary constraints, the **Department Head, with the consent of the City administrator** may approve an employee's request for compensation for **up to a floating holiday, not to exceed** six (6) floating holidays per calendar year. Such requests will be made between **November 1<sup>st</sup> and November 15<sup>th</sup> of each December 31 and January 10 of any** year, with payment made **in December with the January paycheck**.

17.5 Uniform Allowance. Uniforms and approved footwear, as needed, and other protective clothing or safety wear that are required for an employee, by law, or by the City, shall be provided by the City. Employees thus provided shall wear such uniforms, or other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing or safety wear provided by the City save and except on or to and from the job. **Protective vests and vest covers shall be replaced when needed in accordance with the manufacturer's specifications.**

Employees assigned as detectives shall receive a clothing allowance of \$100 every three months so assigned.

18.1 Definition. Seniority shall be attained following the completion of the probationary period and shall thereafter be established as the employee's job classification and continuous service from last date of hire within the City. Seniority shall be broken or terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice as provide in Section 18.3.
4. Is laid off work for a period of time greater than twenty-four (24) months or a period of time equal to **his their** seniority, whichever is shorter.
5. Fails to report to work at the termination of a leave of absence.
6. Retires.

Seniority shall apply by classification in the matter of layoff, recall, reduction in class (and its inverse) vacation, **shift bidding, including** days off, and holiday selection.

22.1 Medical, Dental and Vision. The City shall provide and maintain full payment for employees and their families for coverage under the Teamsters Health and Welfare Plan:

1. Medical F/W Plan
2. Dental (D-6)
3. Vision (V-4)

The City's maximum contribution for the cost of the Teamsters Insurance plans shall be as follows: **\$1,380 \$1,338** from July 1, **2016 2013** through December 31, **2016 2013**; **\$1,450 \$1,400** from January 1, **2017 2014** through December 31, **2017 2014**; **\$1,520 \$1,470** from January 1, **2018 2015** through December 31, **2018 2015**; **\$1,600 \$1,545** from January 1, **2019 2016** through June 30, **2019 2016**. Any increases in the premiums above these caps during the life of the Agreement shall be split 50/50 between the City and employees. Employee portions shall be deducted from the employee's paycheck effective as of the date of the increases.

**22.4. Section 125. In the event employee is required to pay a minimum of ten (10) dollars toward the health insurance contribution in accordance with Article 22.1, the employer shall institute an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premium to be a tax free payroll deduction.**

27.1 Term. This Agreement will be effective as of July 1, ~~2013~~ 2016 and except as amended or modified, shall remain in full force and effect until June 30, ~~2013~~ 2019.

27.2 Continuation. This Agreement shall remain in full force and effect after its term unless either party gives notification to re-open the Agreement no later than January 2, ~~2016~~ 2019.

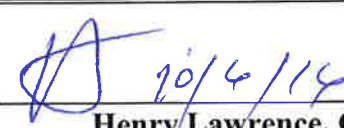
**Exhibit A – Salary Schedule**

Effective July 1, 2016, the Salary Schedule shall be increased by the U.S. All Cities CPI-W 12-month index ending the preceding March, with a minimum of zero percent (0%) and a maximum of three percent (3%), plus an additional two percent (2%) market adjustment.

Effective July 1, 2017, the Salary Schedule shall be increased by the U.S. All Cities CPI-W 12-month index ending the preceding March, with a minimum of zero percent (0%) and a maximum of three percent (3%), plus an additional two percent (2%) market adjustment.

Effective July 1, 2018, the Salary Schedule shall be increased by the U.S. All Cities CPI-W 12-month index ending the preceding March, with a minimum of zero percent (0%) and a maximum of three percent (3%), plus an additional two percent (2%) market adjustment.

**FINANCIAL IMPACT:**      2016-2017:      \$22,000. (0.5% CPI-W)  
   2017-2018:      \$44,396 (assuming 3% CPI-W)  
   2018-2019:      \$67,373 (assuming 3% CPI-W)

APPROVED FOR SUBMITTAL:  \_\_\_\_\_  
Henry Lawrence, City Administrator

**STAFF RECOMMENDATION:** Approval.

**RESOLUTION NO. 2016-46**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EAGLE POINT, OREGON AND TEAMSTERS LOCAL 223 (POLICE UNIT), EFFECTIVE JULY 1, 2016 – JUNE 30, 2019.**

**WHEREAS**, the City of Eagle Point and Teamsters Local 223 have negotiated a new wage agreement for the three year period from July 1, 2016 – June 30, 2019 (Exhibit A) impacting the Police Bargaining Unit; and

**WHEREAS**, the Police Unit membership has met and ratified the agreement.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:**

1. The City authorizes the agreement with this wage scale going into effect for all Police Unit employees beginning July 1, 2016.
2. The Mayor and City Administrator are authorized to sign the agreement on behalf of the City.

Passed in open session on the 11th day of October, 2016.

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Robert E. Russell, Mayor

ATTEST:

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Cindy Hughes, City Recorder

**CITY OF EAGLE POINT**  
**AND**  
**TEAMSTERS LOCAL UNION 223 (POLICE)**  
**COLLECTIVE BARGAINING AGREEMENT**  
**JULY 1, 2016 - JUNE 30, 2019**

**UNION NEGOTIATING TEAM**

Brent Jensen, Chief Negotiator  
C.J. Davis, Officer  
Rob Leonard, Officer

**CITY NEGOTIATING TEAM**

Bruce Bischof, Chief Negotiator  
Henry Lawrence, City Administrator  
Vern Thompson, Police Chief  
Melissa Owens, Finance Director



## TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - RECOGNITION	1
Section 1.1 Recognition	1
Section 1.2 New Classification	1
Section 1.3 Exclusions	1
ARTICLE II - MANAGEMENT RIGHTS	1
Section 2.1 Management Rights	1
ARTICLE III - NON-DISCRIMINATION	1
Section 3.1 Employee Rights	1
Section 3.2 Application of Agreement	1
Section 3.3 Gender	2
ARTICLE IV - UNION BUSINESS	2
Section 4.1 Union Business	2
Section 4.2 Collective Bargaining Negotiation	2
ARTICLE V - UNION SECURITY	2
Section 5.1 Checkoff	2
Section 5.2 Fair Share	2
Section 5.3 Religious Objection	2
Section 5.4 New Hires	2
Section 5.5 Bulletin Board	2
Section 5.6 Right of Access	2
ARTICLE VI - BARGAINING UNIT WORK	2
Section 6.1 Performance of Bargaining Unit Work	2
ARTICLE VII - WORKING OUT OF CLASS	3
Section 7.1 Working Out of Class	3
ARTICLE VIII - HOURS AND OVERTIME	3
Section 8.1 Regular Hours	3
Section 8.2 Work Week	3
Section 8.3 Workday	3
Section 8.4 Work Shift	3
Section 8.5 Work Schedule	3
Section 8.6 Rest Period	4
Section 8.7 Meal Period	4
Section 8.8 Overtime	4
Section 8.9 Call Back	4
Section 8.10 Payment for Overtime	4
Section 8.11 Accrual and Use of Compensatory Time	4
Section 8.12 On-Call	4
Section 8.13 Safety Release	4
ARTICLE IX - MILEAGE AND PER DIEM	4
Section 9.1 Mileage	4
Section 9.2 Per Diem	4
ARTICLE X - HOLIDAYS	5
Section 10.1 Holidays	5
Section 10.2 Pay Option	5
Section 10.3 Accrual of Holiday Pay	5
Section 10.4 Early Release	5

ARTICLE XI - SICK LEAVE	5
Section 11.1 Accrual	5
Section 11.2 Sick Leave	5
Section 11.3 Utilization for Illness or Injury	5
Section 11.4 Utilization of Sick Leave for Pregnancy	5
Section 11.5 Parental Leave	6
Section 11.6 Family Sick Leave	6
Section 11.7 Integration With Workers Compensation	6
Section 11.8 Sick Leave Without Pay	6
Section 11.9 Compassionate Leave	6
Section 11.10 Sick Leave Incentive	6
Section 11.11 Excessive Absenteeism	6
ARTICLE XII - OTHER LEAVES OF ABSENCE	6
Section 12.1 Leave Without Pay	6
Section 12.2 Jury Duty	6
Section 12.3 Non-Service Connected Appearance	6
Section 12.4 Service Connected Appearance	7
Section 12.5 Conferences and Seminars	7
Section 12.6 Military and Peace Corps Leave	7
ARTICLE XIII - VACATIONS	7
Section 13.1 Rate of Accrual	7
Section 13.2 Continued Service	7
Section 13.3 Accrual Limitations	7
Section 13.4 Approval Procedure	7
Section 13.5 Other Leave Requests	7
Section 13.6 Recall from Leave	7
Section 13.7 Death or Termination	8
Section 13.8 Other Leave Use as Sick Time	8
ARTICLE XIV - PERSONNEL FILE	8
Section 14.1 Viewing of Files	8
Section 14.2 Signature/Response/Removal	8
Section 14.3 Pre-Employment Materials	8
ARTICLE XV - DISCIPLINE AND DISCHARGE	8
Section 15.1 Discipline	8
Section 15.2 Due Process	9
Section 15.3 Association Representation	9
Section 15.4 Documentation of Discipline	9
ARTICLE XVI - SETTLEMENT OF GRIEVANCES/DISPUTES	9
Section 16.1 Definition	9
Section 16.2 Informal Resolution	9
Section 16.3 Grievance Procedure	9
Section 16.4 Time Limits	9
Section 16.5 Expenses	10
Section 16.6 Grievance File	10
ARTICLE XVII - GENERAL PROVISIONS	10
Section 17.1 Use of Building	10
Section 17.2 Information	10
Section 17.3 Posting of Work Rules	10
Section 17.4 Job Description	10
Section 17.5 Uniform Allowance	10
Section 17.6 Outside Employment	10
Section 17.7 Rules	10
Section 17.8 Shift/Day Trading	10
ARTICLE XVIII - SENIORITY	10

Section 18.1 Definition	10
Section 18.2 Layoff/Recall	11
Section 18.3 Notice of Recall	11
Section 18.4 Probationary Period	11
Section 18.5 Promotion Probation Period	11
Section 18.6 Seniority List	11
ARTICLE XIX - COMPENSATION	11
Section 19.1 Salary Schedule	11
Section 19.2 Pay Periods	11
Section 19.3 Anniversary Date	11
Section 19.4 Beginning Step	11
Section 19.5 Step Increases	12
Section 19.6 Field Training Officer	12
Section 19.7 School Resource Officer	12
Section 19.8 Certification Pay	12
ARTICLE XX - WORKERS COMPENSATION	12
Section 20.1 Workers Compensation	12
ARTICLE XXI - RETIREMENT	12
Section 21.1 Contributions	12
Section 21.2 Employee Contributions	12
ARTICLE XXII - INSURANCE	12
Section 22.1 Medical/Dental/Vision	12
Section 22.2 Non-Bargaining Unit Employees	13
Section 22.3 Date of Eligibility	13
Section 22.4 Section 125	13
Section 22.5 Life/Accidental Death	13
Section 22.6 Salary Continuation	13
ARTICLE XXIII - STRIKES AND LOCKOUTS	13
Section 23.1 No Lockout	13
Section 23.2 No Strike	13
ARTICLE XXIV - UNILATERAL CHANGE	13
Section 24.1 Unilateral Change	13
ARTICLE XXV - SAVINGS CLAUSE	13
Section 25.1 Savings Clause	13
ARTICLE XXVI - USE OF DRUGS AND ALCOHOL	14
Section 26.1 Drug and Alcohol Policy	14
ARTICLE XXVII - TERM OF AGREEMENT	14
Section 27.1 Term	14
Section 27.2 Continuation	14
ARTICLE XXVIII - EXECUTION SIGNATURES	14
Section 28.1 Signatures	14
EXHIBIT A - SALARY SCHEDULE	15
EXHIBIT B - DRUG AND ALCOHOL POLICY	16
EXHIBIT C - EXCESSIVE ABSENTEEISM POLICY	20

**AGREEMENT BETWEEN  
CITY OF EAGLE POINT, OREGON  
AND  
TEAMSTERS LOCAL 223 (POLICE)**

**PREAMBLE** This Agreement is entered into between the City of Eagle Point, a municipal corporation of the State of Oregon, hereinafter called "City" and the Teamsters Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon, hereinafter called "Union" for the purpose of setting the terms and conditions of employment by the City of the Union members in the bargaining unit, as defined herein. City and Union shall be jointly referred to as "the parties".

**ARTICLE I - RECOGNITION**

1.1 **Recognition.** The City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing benefits, hours, wages and conditions of employment which constitute "employment relations" as defined by Oregon law. For the purpose of this Agreement, a regular employee shall be an employee who does work within the bargaining unit. All reference to employees in this Agreement shall mean regular and probationary full-time employees.

The bargaining unit shall consist of the following classifications:

Police Sergeant  
Police Corporal  
Senior Police Officer  
Police Officer

1.2 **New Classification.** Any new classification added by the City shall be immediately included in this Agreement by reference. The City shall notify the Union of the new classification and the pay range. The Union, upon request will be supplied with appropriate classification specifications relating to the position in question. If the Union does not object to the City's proposal within fourteen (14) calendar days of the notice, the City's proposal will be implemented. If the Union does object to the City's pay proposal then the matter will be submitted as a grievance at step II.

1.3 **Exclusions.** Classifications consisting of "confidential employees" and "supervisory employees" as defined by ORS 243.650 (6) (23) shall be excluded from the bargaining unit by the City.

**ARTICLE II - MANAGEMENT RIGHTS**

2.1 **Management Rights.** Except as expressly limited by other provisions of this Agreement and statutory provisions, all of the authority, rights, and responsibilities possessed by the City and retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the City; to determine the facilities, methods, means and number of personnel required for conduct of City programs and departments; to develop and administer examinations, to recruit, hire, evaluate, train, promote, assign, and transfer employees; to direct, deploy, and utilize the work force; to establish specifications for each class or position and to classify or reclassify and to allocate or reallocate new and existing positions; and to discipline or discharge for just cause in accordance with the provisions of this Agreement.

It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above and that all rights and responsibilities of the Common Council of the City not specifically modified by this Agreement shall remain the function of the Council.

**ARTICLE III - NON-DISCRIMINATION**

3.1 **Employee Rights.** Employees shall have the right to form, join and participate, or the right not to join, form or participate in the activities of employee organizations of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or the Union because of his exercise of his rights.

3.2 **Application of Agreement.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, union affiliation or political