

RESOLUTION NO. 22-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE POLICE OFFICER ASSOCIATION (POA) TO AGREE TO A BI-WEEKLY PAYROLL.

WHEREAS, the Human Resources Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Amendment No. 1 to the Agreement with Police Officer Association (POA) to allow implementation of a bi-weekly payroll, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

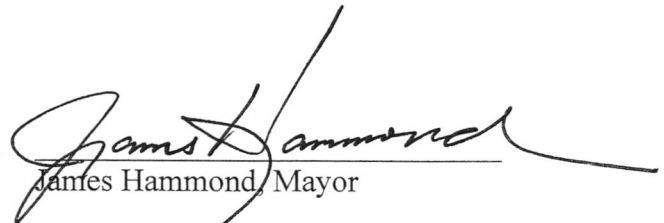
WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve Amendment No. 1 to the Agreement with Police Officer Association (POA) to allow implementation of a bi-weekly payroll, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 6th day of December, 2022.


James Hammond, Mayor

ATTEST:


Renata McLeod, City Clerk

Motion by Gookin, Seconded by Wood, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye
COUNCIL MEMBER GOOKIN	Voted	Aye
COUNCIL MEMBER EVANS	Voted	
COUNCIL MEMBER MCEVERS	Voted	Aye
COUNCIL MEMBER ENGLISH	Voted	Aye

Councilmember Evans was absent.
Motion Carried.

AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT TO AGREEMENT is made and entered into this 6th day of December, 2022, by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the "City," and the COEUR D'ALENE POLICE ASSOCIATION, hereinafter referred to as the "Association."

WITNESSETH,

WHEREAS, the City and the Association entered into a labor agreement on October 4, 2022, adopted by the City Council pursuant to Resolution No. 22-049; and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, effective January 1, 2023, the parties hereby mutually agree that the Agreement is amended as provided herein.

SECTION 1. *Section 1 of Article 8 is hereby amended as follows:*

**ARTICLE 8
WAGES**

SECTION 1. Cost of Living Increases: Effective October 1, 2022, the City will provide a Cost of Living Adjustment (COLA) increases according to the following schedule:

Sworn Officers:

1. October 1, 2022 - 8%
2. At the beginning of the pay period that includes October 1, 2023 - 4.5%
3. At the beginning of the pay period that includes October 1, 2024 - 2.5%

Non-sworn Members:

1. October 1, 2022 - 5%
2. At the beginning of the pay period that includes October 1, 2023 - 2.5%
3. At the beginning of the pay period that includes October 1, 2024 - 2.5%

ANNUAL REVIEW

The City and Association agree to meet and bargain in good faith to adjust the COLA increase in Section 1 above should the City be required to reduce personnel in order to have a balanced budget based on the projected revenues for that fiscal year. The request to meet shall be initiated by City Administration and based upon good faith information. Any revisions to the

Agreement would be by mutual agreement and should the parties be unable to reach the same, the factfinding provision of Coeur d'Alene Municipal Code Section 2.62.080 would control a binding decision.

Additionally, an annual financial review discussion to be initiated by City Administration in July of each year of the contract whereby the parties will review the City's financial situation with a particular emphasis on what wage adjustments and medical cost increases can be funded based on the anticipated revenues, with and without tax levy increases. Any revisions to the contract would be by mutual agreement, and upon ratification by Association membership and the City Council.

SECTION 2. *Section 2 of Article 13 is hereby amended as follows:*

ARTICLE 13 OVERTIME

SECTION 2. Definitions:

A. Designated work period: The agreed upon work period for all full-time sworn police officers is based upon a twenty-eight (28) day work period and is an average of forty (40) hours per week. The FLSA work cycle shall be a 28-day cycle beginning ~~October 1, 2018~~January 1, 2023.

B. Work Schedule: The work schedules may be five days working-four days off, five days working-five days off; five (5), eight (8) hour days with two (2) consecutive days off; or four (4) ten (10) hour days with three (3) consecutive days off. The Chief of Police, or designee, will determine the work schedule to be worked based on the needs of the Department.

It is further agreed that employees who are scheduled to work two consecutive shifts when transferring from Graveyard to Day shift shall be paid at the appropriate overtime pay rate for the second shift.

C. Designated work week: All non-sworn full-time employees will work forty (40) hours per week with consecutive days off. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day.

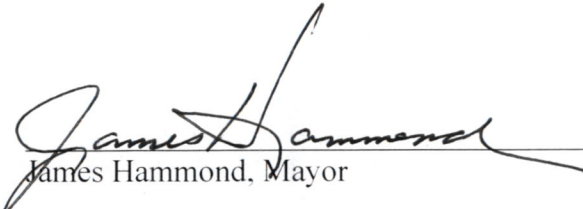
The designated work week shall consist of seven consecutive days beginning on Sunday and ending on Saturday at midnight. Any additional hours in a work week shall require the supervisor's approval and will be overtime.

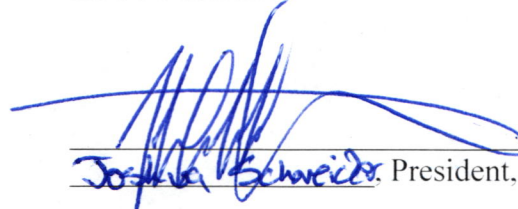
SECTION 3. Except for the amendments contained herein, the Parties agree that the current contract between the Parties shall remain in full force and effect, and that the amendments to the contract contained herein do not amend or alter any other right or obligation of either party under the contract.

DATED this 6th day of December, 2022.

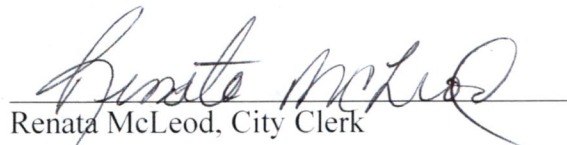
CITY OF COEUR D'ALENE

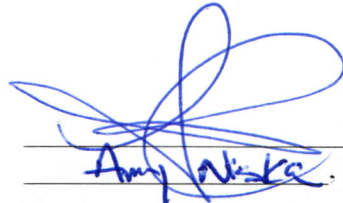
**COEUR D'ALENE POLICE
ASSOCIATION**


James Hammond, Mayor


Joshua Schwitzer, President, CDA PA

ATTEST:


Renata McLeod, City Clerk


Amy Alaka, Secretary, CDA PA