



GENERAL SERVICES COMMITTEE
with
Council Members Edinger, Evans & Miller
September 11, 2017, 12:00 p.m.
AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

1. Benefit Plan Changes and Renewals – Melissa Tosi
2. Lake City Employees Association Agreement – Melissa Tosi
3. Extensions with Police Officer Association and Police Captains – Melissa Tosi
4. Personnel Rule Amendment – Melissa Tosi

Library Community Room
702 Front Street

The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least three days in advance of the meeting date and time.

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Benefit Plan Changes and Renewals

Date: September 11, 2017

Decision Point: The City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2017. These changes and renewals include Regence BlueShield of Idaho, Dental Blue Connect (Willamette) and United Heritage Life Insurance. The other City benefits such as Blue Cross Dental, United Heritage Long-Term Disability, Magnuson, McHugh & Company Flexible Spending Account, Gallagher Benefits HRA/VEBA Service Group and Reliant Behavioral Health have no changes.

History: The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Along with our broker, the Murray Group, the committee meets regularly throughout the year to understand market trends, review alternate plans and consider changes. This has been an exceptionally good year.

Financial Analysis: The following changes are effective October 1, 2017 through September 30, 2018. The minimal costs have been anticipated in the 2017-2018 approved financial plan.

- **Regence BlueShield of Idaho:** After transitioning to Regence last October, it has proven to be a very good year and Regence has given the City a rate pass which results in a 0% increase. The only change to both medical plan options is adding a 3rd tier for non-preferred brand name prescriptions which will be a \$30 co-pay. Regence agreed to add this benefit for no additional cost.
- **Dental Blue Connect (Willamette):** There is a 1.78% increase in premiums and no benefit changes.
- **United Heritage Life Insurance:** There is an additional \$50,000 added Occupational Death Benefit for ALL city employees. United Heritage agreed to add this benefit for no additional cost.

Performance Analysis: Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.

Decision Point/Recommendation: The City Council is requested to approve the above benefit plan changes and renewal rates.

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Lake City Employees Association Agreement

Date: September 11, 2017

Decision Point: The City Council is requested to approve the proposed negotiated Lake City Employees Association (LCEA) Agreement establishing a one year contract for compensation and benefits.

History: This Agreement shall be applicable to LCEA represented classifications for a term commencing October 1, 2017 and ending September 30, 2018. All prior resolutions between the City and LCEA will no longer be applicable.

Many of the updates throughout the agreement are housekeeping updates as the original agreement was created in 2008. The original agreement has four amendments with two extensions resulting in five additional years.

Financial Analysis: The following are the highlights regarding the negotiated agreement:

- Holiday: Exchange Birthday Holiday for December 24th;
- Sick Leave Repurchase: Contribute payout to tax-free HRA/VEBA plan instead of receiving a taxed check;
- HRA/VEBA Contribution: Increase from \$128 monthly to \$140 monthly and eliminate the \$5 per year increases;
- Term of Agreement: 1 Year.

The only additional financial expense with the proposed agreement with LCEA will be the increase in the HRA/VEBA monthly contribution for 179 employees which would be an annual increase of approximately \$25,776.

Performance Analysis: The negotiated agreement provides necessary clarity, consistency and equity.

Recommendation: The City Council is requested to approve the proposed negotiated Lake City Employees Association (LCEA) Agreement establishing a one year contract for compensation and benefits.

A G R E E M E N T

ARTICLE I	RECOGNITION
ARTICLE II	NON-DISCRIMINATION
ARTICLE III	RULES AND REGULATIONS
ARTICLE IV	SICK LEAVE
ARTICLE V	BEREAVEMENT LEAVE
ARTICLE VI	INJURY LEAVE
ARTICLE VII	VACATION
ARTICLE VIII	HOLIDAYS
ARTICLE IX	OVERTIME
ARTICLE X	WORK PERIOD
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ARTICLE XII	EMPLOYEE TOOLS
ARTICLE XIII	INSURANCE COVERAGE (Medical & Dental)
ARTICLE XIV	LIFE & DISABILITY INSURANCE
ARTICLE XV	WAGES
ARTICLE XVI	DUES DEDUCTION
ARTICLE XVII	TUITION REIMBURSEMENT PROGRAM
ARTICLE XVIII	BINDING AGREEMENT
ARTICLE XIX	SEVERABILITY
ARTICLE XX	CLASSIFICATION REQUIRED CERTIFICATION
ARTICLE XXI	JOB DESCRIPTIONS

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF COEUR D'ALENE

and the

LAKE CITY EMPLOYEES ASSOCIATION

PREAMBLE

The Agreement on wages, benefits, and working conditions is made and entered into this ____ day of September, 2017, by and between the City of Coeur d'Alene, hereinafter known as the City, and the Lake City Employees Association, hereinafter known as the Association, representing the classifications listed in ARTICLE XV, WAGES, SECTION 1. The terms and conditions of the Agreement shall be applicable to all employees in the listed classifications for a term commencing October 1, 2017 and ending September 30, 2018; PROVIDED HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto. It shall be the obligation of the parties to negotiate in good faith after written notice, submitted no sooner than January 15, 2018, nor later than March 15, 2018, from the bargaining agent for meetings for collective bargaining.

ARTICLE I – RECOGNITION

SECTION 1. The City recognizes that the Lake City Employees Association has collectively chosen to retain Council 2 as their sole and exclusive representative in all Association business, as the Association deems necessary. All full-time and part-time benefited employees covered by the Lake City Employee's Association contract, regardless of their dues paying status, have the right to utilize or defer representative services at their discretion.

SECTION 2. The City and the Association agree to be bound by the terms and conditions of Coeur d'Alene Municipal Code Chapter 2.62.

SECTION 3 The City agrees to grant elected officials (president, vice-president, secretary, treasurer and e-board members) of the Association a combined maximum of ninety-six (96) hours off with pay in any fiscal year to attend or represent the Association or LCEA at business functions (examples of approved hours are described in (b) Association Business Functions). Hours shall be documented on payroll time records under the appropriate payroll code.

Notice and Authorization of Association Representatives: The Association agrees to provide an updated list to the Deputy City Administrator and Human Resources of who is authorized to represent the Association in any matters outlined in this document. An “authorized representative” is one who is appointed or elected by the Association. Prior supervisor approval shall be obtained for

absences in accordance with department procedures from the work place. Absences from the work place and/or work duties of 15 minutes or more for the established Association activities and Association business functions require supervisor notification and approval. Such approval shall not be unreasonably withheld.

(a) Association Activities (authorized representatives can perform in paid status due to mutual interest to resolve issues):

The Association agrees to conduct activities outside the normal City and Department business hours when possible. The Employer agrees that during scheduled working hours, on the Employer's premises and without loss of pay, authorized representatives shall be allowed to consult with the Employer, his/her representative(s), LCEA represented employees or Council 2 representatives concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The representatives agree to first receive the approval from their Department Head or designee and to carry out these activities at times which are the least disruptive to the work place and without disrupting the regular functions of the department. Approval is not automatic and may be withheld due to workload, project deadlines or other as determined by the supervisor.

Examples of activities are as follows:

- Process grievances;
- Participate in hearings as a direct participant, i.e. as a witness, LCEA authorized representative involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the hearing;
- Attend Labor/Management meetings;
- Attend negotiation meetings (only main negotiators at the table that are representing the Association);
- Distribute Association literature;
- Transmit communications, authorized by the authorized representative, to LCEA represented employees, Employer or his/her representative(s).
- Miscellaneous conversations regarding employee contacts, interpretations of benefits, potential grievances or similar issues.

(b) Association Business Functions (elected officials of the Association receive a combined maximum of ninety-six (96) hours off with pay in any fiscal year to attend or represent LCEA at Council 2 functions):

To insure adequate staffing, no more than ten percent (10%) of the employees in a department will participate in an association business function at one time. If a department has less than ten (10) employees, only one individual will be allowed to attend. Exceptions to the above limitations can be made by mutual agreement.

Example of business functions are as follows:

- Council 2 Conventions;
- Council 2 Executive Board Meetings/Training;

- Other functions that management agrees are beneficial to the City.

(c) Association Business:

The Association agrees to conduct Association business at times other than normal City business hours.

Examples of association business are as follows:

- General membership meetings;
- E-Board meetings;
- Elections.

ARTICLE II – NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate in any way against any city employee or applicant for city employment because of race, color, religion, gender, national origin, age, sexual orientation, gender identity, veteran status, disability or any other applicable legally protected status.

ARTICLE III – RULES AND REGULATIONS

SECTION 1. It is agreed that the City shall inform the Association of any proposed changes to the Personnel Rules and Regulations at least ten (10) working days prior to consideration of such rule changes to the City Council. The City agrees to meet with the Association prior to Council action if so requested. Representatives of the Association shall be provided the opportunity to appear before the City Council to present the Association's views regarding proposed changes to the Personnel Rules and Regulations.

SECTION 2. It is further agreed that specific rules delineated in subsequent sections of the Agreement shall not be changed without the written consent of the Association.

ARTICLE IV – SICK LEAVE

SECTION 1. It is agreed the sick leave policy contained in the Personnel Rules which by reference is made a part hereof, applies to all employees except as follows:

A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave. To be eligible the employee must:

- Have fewer than 720 accrued hours for each month of the quarter;
- Work the entire quarter.

B. Upon reaching 720 hours of accrued sick leave, employees shall be eligible for the following compensation method of sick leave accrual.

Employees having accumulated seven hundred and twenty (720) hours of sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 each year, and such payment shall be contributed directly into the employee's HRA VEBA plan.

Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Grandfathered "Option Two": This previous option is only available to those employees who had selected Option Two prior to October 1, 2017 and are now grandfathered for this compensation method of sick leave accrual. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, he/she or their beneficiary shall be paid for 35% of the employee's total accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual, with City providing annual statement of banked sick leave hours to employee annually.

ARTICLE V – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee or a possibility thereof, up to forty (40) hours of paid leave of absence shall be granted as time off with pay for the purpose of attending funeral services for the deceased relative and/or being in attendance at the relative's bedside.

Immediate family is defined as spouse, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward, or a child of an individual acting in the parent's stead.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable policies. If an employee is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be paid and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

ARTICLE VI – INJURY LEAVE

It is agreed that employees who incur an injury or illness on the job who are eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code 72-301) who are temporarily unable to perform his/her normal duties, and who are also unable to perform light-duty work or for whom light duty work is not available, shall not have lost duty time deducted from his/her sick leave account for a period not to exceed six (6) months from the date of commencement and shall remain in paid status. All temporary time-loss payments received by the employee shall be

paid to the City as long as the employee is continuing to receive full base wages. Should the employee continue to be unable to return to work after six (6) months from the date of injury, the City shall begin to charge the employee's sick leave account the difference between his/her base wage and the amount of time loss payments received by the City; such payments shall be credited to the employee's sick leave account until the sick leave is exhausted or the employee is released for return to work. Accrued vacation leave may be used at the employee's discretion after sick leave is exhausted. It is further agreed that any employee in this program shall not accrue vacation or sick leave during their period of injury leave.

ARTICLE VII – VACATION

SECTION 1. It is agreed the vacation leave policy contained in the Personnel Rules which by reference is made a part hereof, applies with the following additions.

SECTION 2. The maximum accumulation of vacation will not exceed two hundred eighty (280) hours. Any employee with more than two hundred eighty hours of vacation leave as of October 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved in writing by the Department Head and by the Human Resources Director.

ARTICLE VIII – HOLIDAYS

SECTION 1. It is agreed the holiday policy contained in the Personnel Rules which is by reference made a part hereof, applies with the following additions.

SECTION 2. It is agreed that when an employee is required to work on a holiday, the eight (8) hours of holiday pay is also counted towards the employees worked hours for that workweek.

SECTION 3. It is agreed the Association will not observe the employee's birthday but will observe December 24th. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.

ARTICLE IX – OVERTIME

It is agreed that all overtime shall be compensated in accordance with the Personnel Rules which by reference is made a part hereof.

ARTICLE X – WORK PERIOD

A work period shall be defined as seven (7) consecutive days beginning on Friday at midnight unless an alternate work period is established by the Department Head in accordance with Fair Labor Standards Act Regulations.

A. Regular Work Schedule. All full-time employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. All full-time employees shall be scheduled to work on a regular work schedule except as provided below in the section entitled "Alternative Work Schedules." A regular work schedule shall have regular starting and quitting times and shall consist of eight (8) hours per day. For employees working on a regular work schedule, authorized work

performed in excess of eight (8) hours per day shall be paid at overtime wages or, if the employee requests, they may receive compensatory time in lieu of overtime. All overtime must be authorized in advance by the employee's supervisor.

B. Alternative Work Schedule. The Employer may establish an alternative work schedule other than a regular work schedule. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day. Overtime shall consist of authorized work in excess of forty (40) hours in the work period. An example of an alternative work schedule is a shift consisting of ten (10) hours per day for four (4) consecutive days in a work period.

C. If possible, a two week notice will be given when changing work schedules unless management deems it necessary due to a known absence of an employee for a minimum of twenty-eight days, or an employee attending training, or during an unforeseen business/activity, emergency or manpower shortage.

ARTICLE XI – STANDBY DUTY & CALLBACK PAY

A. Definitions.

- 1) Standby Employee: An employee designated by their Department Head or Supervisor to be available, and required, to return to duty as quickly as possible in the interest of efficient and effective municipal operations. A standby employee is not eligible for call back pay.
- 2) Callback: Irregular or occasional work performed by an employee on a day when no work is scheduled or at a time that requires the employee to return to the place of employment from an off-duty status.

B. Standby. It is agreed that a standby employee shall be compensated based on the following rates:

- 1) Weekday Standby (M-F): .125 hours each required standby hour.
Example: 16 standby hours = 2 hours standby pay, 14 standby hours = 1.75 hours of standby pay.
- 2) Weekend (Sat.-Sun.) & Holidays Standby: .167 hours each required standby hour.
Examples:
 - No scheduled work is 24 standby hours at .167 = 4 hours standby pay
 - Scheduled eight hours is 16 standby hours at .167 = 2.75 hours standby pay.
 - Scheduled three hours is 21 standby hours at .167 = 3.5 hours standby pay.

Standby pay:

- Shall be compensated at the rate of one and one-half hours regular pay or compensatory time off.
- Regularly scheduled hours are not considered standby compensable.

- Is rounded to the nearest quarter of an hour.
- When an employee is called out while on standby, compensation shall be paid pursuant to the overtime rules in the Personnel Rules.

C. Callback. An employee called back to work outside of their scheduled work shift shall be compensated in the following manner:

- Paid a minimum of three (3) hours straight time or one and one-half (1.5) times their base rate for all hours worked, whichever is greater.
- Within one hour of scheduled work shift: employee does not qualify for call back pay and will work the total number of hours normally scheduled for the day or will be paid at the overtime rate for the hours worked in excess of their normally scheduled hours pursuant to the overtime rules in the Personnel Rules.
- Employees on adjusted work schedule: eligible for overtime pursuant to the overtime rules in the Personnel Rules for work in excess of 40 hours in a work period. Actual time worked will include credit for time spent from the time employee receives the callback until they complete the assignment.

ARTICLE XII – EMPLOYEE TOOLS

Employee Responsibility/Intent: All City of Coeur d’Alene Street Department mechanics recognize at the time of employment that they are required to maintain a supply of hand tools for their related position and job duties.

Breakage and Wear: The City of Coeur d’Alene agrees to replace or repair such tools with same or like quality tools if the broken or worn parts are turned in.

Consumable Tools: The City of Coeur d’Alene will replace broken consumable tools such as, drill bits, taps and dies, easy outs, carbide burrs, etc.

Tool Inventory: It is the employee’s responsibility to supply to the City of Coeur d’Alene Finance Director a complete up-to-date inventory of all current personal tools used by the employee in the course of their duties. The City of Coeur d’Alene will require all current and future Street Department mechanics to supply a current up-to-date tool inventory list at the beginning of employment. These personal tools are stored by the employees at the Street Department shop facility. The employees will be responsible to supply the City of Coeur d’Alene a revised, up-to-date, inventory list twice yearly. The employee may, at any time, update their tool inventory list at their discretion. The employee must keep a copy of the original and any revisions. The City of Coeur d’Alene will not be responsible for the repair or replacement of any tool covered under this tool policy that has not been identified by the employee on the current supplied inventory list. To verify the employee’s inventory, the City of Coeur d’Alene, may at any time, see the need for an occasional inspection of an employee’s tool list to ensure the credibility of the inventory. An unbiased observer shall be present at the time of the inspection. If any tool is not available on request at the time of the inspection, the employee has twenty four (24) hours to show ownership and make the tool available for verification. The personal inventory must be signed and dated by the employee and any revisions that follow.

Tool Insurance: Fire and theft insurance shall be the responsibility of the City of Coeur d'Alene.

ARTICLE XIII – INSURANCE COVERAGE

SECTION 1. It is agreed that the CITY shall provide a medical insurance program for the employees and their eligible dependents during the term of this Agreement. One hundred (100%) of the employee's health insurance premium will be borne by the City for single employee plan coverage only. Employees shall pay a minimum of 5% of the total employee selected medical insurance premium when including IRS eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

Currently, the City's medical plan renewal is on October 1 of each Fiscal Year. If premium increase quotes from the insurance companies are greater than 7.5% over the previous year, the following will be implemented in an attempt to reduce the increase in premium cost:

1. The City is authorized to increase the medical plan co-pays at a rate not to exceed \$5.00 per visit each fiscal year.
2. If the co-pay increase for emergency room, doctor's visits or prescriptions are not sufficient to reduce the premium increase cost to the City to 7.5% or less, the City shall also increase the employee responsibility to 25% of the premium net increase, in addition to the 5% of the total premium the employee is already responsible for.
3. If this does not reduce the City's responsibility of the premium increase to 7.5% or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated". The Committee will review possible changes or alternate plans. The medical plan and the employee contributions amount will stay the same until completion of the Committee review and final decision.
4. Any savings in premiums greater than 2% of the previous year's premium will be reallocated through the HRA/VEBA to all regular full-time employees.

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and exempt employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the City is 7.5% or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. The decision reached will be implemented October 1st. If consensus is not reached or the Association does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other insurance benefits and the Association agrees to work in a good faith effort with the City to reach an agreement on or before September 30th.

SECTION 2. If the employee elects to opt out of the City's medical insurance plan, the

employee's premium on the selected medical insurance plan that the City would have paid for single coverage will be placed in the employee's HRA/VEBA plan. Proof of other medical insurance, not provided by the City, must be provided by the employee.

SECTION 3. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code may elect to remain on the City's medical and dental insurance plan until that employee becomes eligible for Medicare or Medicaid. Such election must be made as prescribed by federal law at the time of the employee's retirement. Employees who so elect shall be responsible for paying the applicable premium on or before the first day of each month in order to continue receiving this benefit. Any employee who elects to terminate his/her medical insurance coverage or who fails to make timely premium payment shall not be allowed to re-enroll. No new dependents may be added to the employee's coverage following retirement. The employee may elect to have the premiums paid from funds which the employee is entitled to receive under Grandfathered "Option Two" of Article IV, Section 1(B), until such time as their sick leave accrual funds are exhausted.

SECTION 4. Effective October 1, 2017, the City will contribute \$140.00 per month to the employee's HRA/VEBA.

SECTION 5. It is agreed that the City shall contribute one hundred percent (100%) and maintain and/or enhance the current level of benefits for the premium for dental insurance for the employee and their eligible dependents during the term of this Agreement.

SECTION 6. The City agrees to contribute One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employees HRA/VEBA plan. The contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

ARTICLE XIV – LIFE AND DISABILITY INSURANCE

SECTION 1. It is agreed that the City will provide life insurance for employees and dependents as follows:

Employee Life Insurance	\$50,000
Dependent Life Insurance	\$ 1,000
Accidental Death & Dismemberment Insurance - Employee Only	\$50,000

SECTION 2. It is agreed that the City will provide disability insurance for employees which would provide a disabled employee a minimum of sixty (60%) percent of base pay for up to the Social Security normal retirement age after sixty (60) days lost time. All accrued sick leave shall be used before insurance compensation begins. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wages after insurance payments begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. No vacation or sick leave shall accrue after

sixty (60) days of absence.

ARTICLE XV – WAGES

SECTION 1. Effective October 1, 2017, the wage level established for the following classifications are represented by the Lake City Employees Association:

CLASSIFICATION & LEVEL

Building Inspector/Plans Examiner	12	Field Supervisor	12
Permit Technician	8	Lead Field Worker	11
Plumbing/Mechanical Bldg Inspector	12	Lead Traffic Tech./Electrician	11
Senior Building Inspector	14	Heavy Equipment Operator	10
Engineering Technician	11	Mechanic	11
Public Works Inspector	12	Shop Supervisor	13
Lead Utility Billing Specialist	9	Chief Operator	14
Accounting Specialist	10	Collection Operator II	10
Utility Billing Specialist	8	Collection Operator III	11
Administrative Support I/Rec.	5	Collection Superintendent	14
Administrative Support Specialist II	8	Compost Facility Lead	11
Customer Service Support Specialist	8	Compost Facility Operator	10
Administrative Assistant	10	Laboratory Analyst	11
Community Trails Coordinator	10	Laboratory/Pretreatment Supervisor	15
Custodian	4	Wastewater Maintenance Mechanic	11
Lead Maintenance Worker	10	Wastewater Field Inspector	12
Maintenance Worker	9	Wastewater Operator III	12
Sprinkler/Irrigation Specialist	10	Wastewater Operator II	10
Urban Forester Coordinator	10	Drafter	10
Planner	12	Utility Supervisor	12
Planning Technician	9	Utility Worker I	9
Ball Field Maintenance Worker	7	Utility Worker II	10
Recreation Leader	10		

NOTE: Any updates in classifications and compensation are subject to council approval.

SECTION 2. Except as provided in Article XV, Section 6, it is agreed that pay increases will occur as follows with standard or above performance evaluations: five (5%) percent increase at 1 year; five (5%) percent increase at year two; five (5%) percent increase at year three ; five (5%) percent increase at year four; five (5%) percent increase at year five; five (5%) percent increase at year seven; five (5%) percent increase with at year nine.

The Lake City Employee Association accepts the attached wage spreadsheet schedule for Section XV for the duration of this contract. Employees who do not reach the maximum of the wage range after receiving all eligible service time increases shall continue to be reviewed annually and receive five (5%) percent increase until maximum wage of the classification is reached as long as the overall performance evaluation is rated as standard or above.

1 year	2 years	3 years	4 years	5 Years	6 Years	7 Years	8 Years	9 Years
5%	5%	5%	5%	5%	No	5%	No	5%
Increase	Increase	Increase	Increase	Increase	Increase	Increase	Increase	Increase

SECTION 3. Effective October 1, 2017, the City will provide a cost of living increase based upon the July “Consumer Price Index (CPI) for All Urban Consumers (CPI-U): U.S. city average” for the preceding 12-month period with a two percent (2%) minimum and a three percent (3%) maximum.

SECTION 4. All promotions will receive a ten (10%) percent increase not to exceed the classification wage maximum and shall be at least equal to the minimum rate of the appropriate wage level upon appointment. Credit for City service shall stay in effect when determining eligibility for additional five (5%) percent increases based on the service time wage increase sequence. Increases must be at least twelve (12) months apart.

SECTION 5. SHIFT DIFFERENTIAL: In addition to the established wage rates, the employer shall pay an hourly premium for the following: All hours worked on a regular scheduled shift beginning between 3:00 p.m. and 12:00 midnight shall be paid an additional twenty-five cents (\$.25) per hour. All hours worked on a regular scheduled shift beginning between 12:00 midnight and 3:59 a.m. shall be paid an additional fifty cents (\$.50) per hour.

SECTION 6. EDUCATIONAL INCENTIVE PAY: It is agreed that employees who earn or who have earned degrees from accredited colleges outside the City’s tuition reimbursement program/plan that is not a requirement of the position shall be paid the following which is in addition to base wage:

Associates Degree	.19/hour
Bachelor’s Degree	.37/hour
Master’s Degree	.47/hour

SECTION 7. LICENSE/CERTIFICATION PREMIUMS. It is agreed that employees shall be eligible for additional compensation when attaining the license and/or certification on October 1, 2017 or thereafter and maintaining the license and/or certification in accordance with the following:

As of October 1st 2017, the following conditions apply:

1. Licenses/certificates: Employee must obtain prior approval by the Department Head.
2. The licenses/certifications must be applicable to the work performed by the department and shall not be a requirement included in the employee’s position classification.

3. Licenses and/or certifications set forth as a minimum requirement in a position classification are not eligible for this premium.
4. Only regular benefited, non-probationary employees are eligible.
5. The premiums are one time payouts and the amount determined by the category is paid for each certification received.
6. The employee requesting any premium will provide necessary documentation to the Department Head for review to determine eligibility. The Department Head will forward approval to Human Resources for the one-time wage premium compensation.
7. The examples are illustrative only and licenses/certifications are not limited to the list below:

Eligible licenses/certifications

Category I - \$100.00

(Requires 25 hrs or less prep time on or off work)

Permit Tech-(ICC)
Landscape Tech
Softscape Installation
Hardscape Installation
Turf Maintenance
Irrigation Installation
Flagger Certification
Commercial Drivers License –Class “B”

Category II - \$200.00

(Requires 25 to 45 hrs prep time on or off work)

Backflow Certification
Playground Safety Inspection Certification
Certified Arborist
Plumbing Inspector-(ICC)
Electrical Inspector-(ICC)
Fire Inspector I-(ICC)
Fire Inspector II-(ICC)
Residential Plans Examiner-(ICC)
Mechanical Inspector Residential-(ICC)
Building Inspector Residential-(ICC)
Road Scholar Certification Program
Pesticide Applicators License
Commercial Drivers License--Class “A”

Category III - \$250.00

(Requires 45 to 80 hrs prep time on or off work)

Class II Treatment or Lab Analyst-(license)
Class II Collection or Distribution-(license)
Accessibility Inspector-(ICC)
Building Inspector Commercial-(ICC)
Mechanical Inspector Commercial-(ICC)
Plans Examiner IBC-(ICC)
Road Master Scholar Certification Program

Category IV - \$450.00

(2 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully past the required test)

Traffic Control Professional Technician
Class III Treatment of Lab Analyst-(license)
Class III Collection or Distribution-(license)

Category V – \$550.00

(4 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully past the required test)

American Institute of Certified Planners (AICP) Certification
Class IV Treatment or Lab Analyst-(license)
Class IV Collection or Distribution-(license)

ARTICLE XVI – DUES DEDUCTION

The City shall remit on or before the first day of the following month at the place and address directed in writing by the Association, Association dues which are withheld from the pay of requesting employees. Requesting employees shall file a written authorization approving the deduction and remittance from their pay for said dues.

ARTICLE XVII – TUITION REIMBURSEMENT PROGRAM

The City agrees to reimburse employees one-hundred percent (100%) of the cost of tuition and/or registration fees for any courses approved in advance by the Human Resources Director, which are directly related to the employee's present position or expected promotional position, but which courses are not required by the City and are attended upon the employee's personal volition. All books, supplies and travel expenses shall be paid by the employee and the approved courses shall be taken outside of regularly scheduled working hours of the employee. Reimbursement shall be made upon satisfactory completion of the course; "satisfactory completion" shall mean a grade of "C" or better.

ARTICLE XVIII – BINDING AGREEMENT

This agreement and all exhibits hereto embody the entire agreement of the parties for the term set forth in the Preamble.

ARTICLE XIX – SEVERABILITY

If an article, or portion thereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho, by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void and of no further effect. However, such articles or portions of articles shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect. The parties agree immediately to negotiate a substitute for invalidated Article, Section or portion thereof.

ARTICLE XX – CLASSIFICATION REQUIRED CERTIFICATION

It is agreed that when a classification required certification or certification renewal is approved for payment, the City will pay the certification provider the incurred cost one time only. Therefore, if the employee is not successful in obtaining the certification during the initial process or not successful in the renewal process, any further cost is at the employee's expense.

ARTICLE XXI – JOB DESCRIPTIONS

All essential job duty changes that would increase/decrease responsibility level of the position or changes to the acceptable experience and training or special qualifications to any LCEA Represented classifications/job descriptions shall be presented to the LCEA Executive Board prior to implementation for their review and comments.

Nick Goodwin, President

Steve Widmyer, Mayor

ATTEST:

Jason, Hendricks, Vice President

Renata McLeod, City Clerk

ACKNOWLEDGED BY:

Gordon Smith, Council 2

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Extensions with Police Officer Association and Police Captains

Date: September 11, 2017

Decision Point: The City Council is requested to approve one year extensions with the Police Officer Association and both Police Captains, Steve Childers and David A. Hagar. The extensions to the Police Officer Association Agreement and the Police Captains Memorandum of Understandings (MOU) will extend their current compensation and benefits for one year.

History: The Police Officer Association Agreement and Police Captain MOU's are all set to expire September 30, 2017. The City, Association and Captains have all determined that it is in their mutual best interest to formally extend the current Agreement and MOU's for one year without prejudice or penalty to either party. As a result, the Agreement and MOU's would expire September 30, 2018.

Financial Analysis: The terms and conditions of the Agreement and MOU's shall remain unchanged and therefore there are no additional expenses with the extensions.

Performance Analysis: The negotiated Agreement and MOU's provide competitive compensation and benefits for one additional year and will be re-evaluated with all the collective bargaining groups in 2018.

Recommendation: The City Council is requested to approve the one year extensions with the Police Officer Association and both Police Captains, Steve Childers and David A. Hagar, extending their current compensation and benefits for one year.

AGREEMENT

THIS AGREEMENT is made and dated this _____ day of _____, 2017, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and the Coeur d'Alene Police Officer Association, an organization duly organized and existing under the laws of the state of Idaho, hereinafter referred to as the "Association."

W I T N E S S E T H:

WHEREAS, the City and the Association entered into an Agreement governing labor relations on November 6, 2012, hereinafter referred to as the "Agreement;" and

WHEREAS, the Agreement expires on September 30, 2017; and

WHEREAS, Article XXXII of the Agreement provides that "[i]f a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached;" and

WHEREAS, the parties to the Agreement have determined that it is in their mutual best interest to formally extend the Agreement for one year without prejudice or penalty to either party.

NOW, THEREFORE,

- 1. Article XXXII of the Agreement is hereby amended to read as follows:

SECTION 1. This Agreement shall be effective as of the first day of October, 2012, and shall remain in full force and effect until the 30th day of September, 2018. If a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached.

- 2. In all other respects, the terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d'Alene have executed this Agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D'ALENE:

COEUR D'ALENE POLICE ASSOCIATION:

By _____
Steve Widmyer, Mayor

By _____
_____, President

ATTEST:

By _____
Renata McLeod, City Clerk

By _____
_____, Secretary

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made and dated this _____ day of _____, 2017, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and the Police Department Captains, hereinafter known as "Captains," with the exception of Captain David A. Hagar who is subject to a separate Memorandum of Understanding.

WITNESSETH:

WHEREAS, the City and Captains entered into a Memorandum of Understanding governing labor relations on December 16, 2014; and

WHEREAS, the Memorandum of Understanding expires on September 30, 2017; and

WHEREAS, the parties to the Memorandum of Understanding have determined that it is in their mutual best interest to formally extend the Memorandum of Understanding for one year without prejudice or penalty to either party.

NOW, THEREFORE,

1. The second sentence of the introductory paragraph of the Memorandum of Understanding is hereby amended to read as follows:

The understanding shall be applicable to Captains for a term commencing October 1, 2014, and ending September 30, 2018, except as specifically provided herein.

2. In all other respects, the terms and conditions of the Memorandum of Understanding shall remain unchanged.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d'Alene have executed this Memorandum of Understanding on behalf of said City, the City Clerk has affixed the seal of said City hereto, and Captain Steve Childers has executed the same on behalf of Captains, the day and year first above written.

CITY OF COEUR D'ALENE:

CAPTAIN:

By _____
Steve Widmyer, Mayor

By _____
Steve Childers

ATTEST:

By _____
Renata McLeod, City Clerk

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made and dated this _____ day of _____, 2017, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and the Police Department Captain David A. Hagar, hereinafter known as "Captain."

WITNESSETH:

WHEREAS, the City and Captain entered into a Memorandum of Understanding governing labor relations on February 2, 2016; and

WHEREAS, the Memorandum of Understanding expires on September 30, 2017; and

WHEREAS, the parties to the Memorandum of Understanding have determined that it is in their mutual best interest to formally extend the Memorandum of Understanding for one year without prejudice or penalty to either party.

NOW, THEREFORE,

1. The second sentence of the introductory paragraph of the Memorandum of Understanding is hereby amended to read as follows:

The understanding shall be applicable to David A. Hagar for a term commencing March 7, 2016 and ending September 30, 2018, except as specifically provided herein.

2. In all other respects, the terms and conditions of the Memorandum of Understanding shall remain unchanged.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d'Alene have executed this Memorandum of Understanding on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Captain has caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE:

CAPTAIN:

By _____
Steve Widmyer, Mayor

By _____
David A. Hagar

ATTEST:

By _____
Renata McLeod, City Clerk

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendment

Date: September 11, 2017

Decision Point: The City Council is requested to approve the below amendments to Rule XXV and XXVI, specific to department heads and exempt employees.

Amending Rule XXV: Appointed Officers and Department Heads

- Section 3. Conditions of Employment, (e) Application of Personnel Rules, (6) Rule XI, Section 9, Holidays; No longer observe the birthday holiday but will observe December 24th.

Amending Rule XXVI: FLSA Exempt Employees

- Section 2. Definitions: Add Building Official and City Engineer/Lead Project Manager as housekeeping updates. Add Parks Superintendent and Recreation Superintendent due to their management functions within their departments.
- Section 3. Conditions of Employment, (e) Holidays; No longer observe the birthday holiday but will observe December 24th.

History: The employees that fall under the department head rule and exempt employee rule were polled and were in favor of no longer observing the birthday holiday and in exchange would prefer to observe December 24th. This would also create consistency among the Lake City Employees Association employees which have also updated their collective bargaining agreement to observe December 24th instead of the employees birthday.

Additionally, the titles of Building Official and City Engineer/Lead Project Manager need to be added to the definition. These positions are currently exempt but their position title is not included in the current definition language. The Parks Superintendent and Recreation Superintendent have been added to the list of FLSA exempt employees due to their primary management responsibilities on matters of significance. These positions would change from hourly to salaried.

These proposed amendments have been discussed with the executive team, emailed to all the exempt employees and posted for all employees to review. The Parks Superintendent and Recreation Superintendent are also supportive of their designation change to exempt.

Financial Analysis: There are no hard costs associated with this Personnel Rule Amendment.

Performance Analysis: By having a set holiday like December 24th, it will streamline the holiday tracking for managers and Human Resources as well as provide an observed holiday of greater significance to a majority of our employees. The purpose of these amendments is to provide an accurate and consistent policy for all employees to follow.

Recommendation: The Council is requested to approve the proposed amendments to Rule XXV and XXVI, specific to department heads and exempt employees.

RULE XXV: APPOINTED OFFICERS AND DEPARTMENT HEADS

SECTION 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for appointed officers and Department Heads as defined herein.

SECTION 2. Definitions

For the purposes of this section, the following terms have the following meanings:

- (a) Appointed Officers: The City Administrator, City Attorney, City Clerk and City Finance Director.
- (b) Department Heads: All appointed officers and the Building Services Director, Community Planning Director, Deputy City Administrator, Engineering Services Director, Fire Chief, Human Resources Director, Library Director, Parks and Recreation Director, Police Chief, Street Superintendent, Wastewater Superintendent and Water Superintendent.
- (c) City Administrator: The person appointed by the Mayor and approved by the City Council to fill the position of City Administrator in the adopted classification and compensation plan.
- (d) Library Director: The person appointed by the Library Board of Trustees to fill the position of Library Director in the adopted classification and compensation plan.

SECTION 3. Conditions of Employment

- (a) FLSA Exempt: Department Heads are executive exempt employees under the Fair Labor Standards and are ineligible to receive compensatory or overtime pay.
- (b) At Will: Unless specifically agreed to in writing and approved by the city council, Department Heads are at-will employees, with no right to continued employment or employment benefits. This section is not a contract of employment and is not intended to specify the duration of employment or limit the reasons for which a Department Head may be discharged. All provisions of this section will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by the city council can alter the at-will nature of Department Heads employment by the City, notwithstanding anything said by the Mayor or City Council. The framework for disciplinary actions and termination contained in this section guides the processes to be taken when a Department Head violates employment policies or fails to adequately perform his/her duties but are not required. Similarly, progressive steps may be implemented in order to encourage improved performance or attitude, but are not required.
- (c) Residency: At the discretion of the City Administrator, Department Heads may be required to reside within a twenty (20) minute driving response time to the city

- limits.
- (d) Duties: Department Head duties and responsibilities are outlined in the adopted job description for each position.
- (e) Application of Personnel Rules: Department Heads are subject to the following personnel rules unless otherwise modified by this section:
- (1) Rule 1, Section 11, Standards of Conduct;
 - (2) Rule XI, Section 3, Sick Leave;
 - (3) Rule XI, Section 4, Bereavement Leave;
 - (4) Rule XI, Section 5, Military Leave;
 - (5) Rule XI, Section 7, Witness and Jury Leave;
 - (6) Rule XI, Section 9, Holidays;
(i) Department Heads will not observe the birthday holiday but will observe December 24th.
(ii) If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.
 - (7) Rule XI, Section 11, Family and Medical Leave;
 - (8) Rule XI, Section 12, Retirement Medical Benefit;
 - (9) Rule XVIII, City Property;
 - (10) Rule XIX, Authorization and Procedures for Expense Reimbursement;
 - (11) Rule XXI, Drug Policy;
 - (12) Rule XXIII, Prohibition against Harassment and Violence in the Workplace; and
 - (13) Any other rule that, by its terms, is specifically applicable to Department Heads.
- (f) In addition to the personnel rules listed above, Department Heads must follow all policies and procedures applicable to them that are approved by the city council by resolution.

SECTION 4. Initial Appointment

- (a) Appointment:
- (1) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are appointed by the City Administrator in consultation with the Mayor and the Human Resources Director. The Mayor and a representative of the City Council may serve on the selection committee.
 - (2) Library Director: The Library Director is appointed by the Board of Library Trustees as provided by I.C. 33-2607 and 33-2608.
 - (3) Appointed Officers: Appointed officers are appointed by the Mayor and confirmed by the City Council as provided by I.C. 50-204 and 50-205. In selecting a candidate for appointment the Mayor will consult with the Human Resources Director.
- (b) Compensation: Department Heads will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (c) Promotional Appointments: Current city employees who are promoted to a Department Head position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

- (d) Vacation Accrual Credit for Past Work Experience: A newly hired Department Head may be given credit for vacation accrual based on past similar work experience. In order to qualify, the new Department Head must provide their previous job description and any other relevant information to the Human Resources Director who will review the information to determine if the prior position was sufficiently similar to the adopted job description for the position to warrant vacation accrual credit for the past work experience.

SECTION 5. Benefits

(a) Vacation:

- (1) Accrual Rate: Vacation leave for Department Heads will accrue as follows:
- (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) 4th through 10th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 11th through 15th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) 16 or More Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: Department Heads currently accruing leave at a higher rate will continue to accrue leave at their current rate. Future accrual increases will be based on the schedule above.
- (3) Maximum Vacation Accrual: Department Heads may not accumulate more than 320 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the City Administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.

(b) Sick Leave:

- (1) Accrual Rate: Department Heads will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
- (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
- (3) Sick Leave Bank: Department Heads are eligible to participate in the sick leave bank.
- (4) Maximum Sick Leave Accrual: Department Heads may not accumulate more sick leave than is allowed for other employees as outlined in Rule XI, Section 3. Department Heads may select either of the two options for

compensation for excess sick leave contained in Rule XI, Section 3. Sick leave accruals paid out at retirement will be deposited into the Department Head's VEBA account.

- (c) Compensation/Performance Based Salary Increases:
- (1) Department Heads (Excluding City Administrator and Library Director): All Department Heads are eligible for a pay increase of up to 8% twelve months after their appointment date and annually thereafter based on a performance evaluation by the City Administrator. The City Administrator will consult with the Human Resources Director in performing the evaluation. If the Department Head disagrees with the evaluation, the Department Head may request that the Mayor review the evaluation.
 - (2) City Administrator: The City Administrator is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the Mayor. The Mayor will consult with the Human Resources Director in performing the evaluation.
 - (3) Library Director: The Library Director is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the library board of trustees in conjunction with the City Administrator.
 - (4) Maximum Salary: Department Head salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance-based salary increases, Department Heads will receive annual cost of living increases of up to 3% based on the July "Consumer Price Index (CPI) for All Urban Consumers" based on the U.S. City average for the preceding 12-month period. Cost of living increases will be effective on October 1st.
- (e) Car Assignment: The City Administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The Department Head must follow all adopted city policies for vehicle usage.
- (f) Severance: The city will provide four (4) months of salary and continuation of the benefits listed in subsection (5)(g) below, to Department Heads except when the Department Head voluntarily retires or resigns or is discharged from employment during the first year of employment or as a result of a felony conviction.
- (g) Additional Benefits: Department Heads will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long term disability insurance authorized by the council for the employees represented by LCEA.

SECTION 6. Organization and Supervision

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are supervised by the City Administrator.
- (b) Library Director: For organizational purposes, the Library Director coordinates

work assignments and reports to the City Administrator. However, the Library Director serves at the pleasure of the Board of Library Trustees and is supervised and evaluated by the Board.

- (c) Appointed Officers (Excluding the City Administrator): For organizational purposes, the appointed officers (excluding the City Administrator) coordinate work assignments, report to, and receive performance evaluations from the City Administrator. However, appointed officers serve at the pleasure of the Mayor and City Council.
- (d) City Administrator: The City Administrator reports to, and is supervised by, the Mayor. The City Administrator serves at the pleasure of the Mayor and City Council.

SECTION 7. Termination of Employment

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads may be terminated by the City Administrator in consultation with the City Attorney and Human Resources Director. The Department Head may request that the Mayor review the decision to terminate his or her employment prior to the termination becoming final by filing a written request with the Human Resources Director within 2 business days after receiving written notice of the City Administrator's decision to terminate his or her employment. The Department Head will be allowed to address the Mayor and present information concerning his or her pending termination. The Mayor will render a decision within 2 business days.
- (b) Appointed Officers: Appointed officials will be terminated in accordance with I.C. 50-206. The Mayor and/or City Council will make the determination to terminate the appointed officer in consultation with the City Attorney and Human Resources Director. Prior to the City Council's vote to approve the Mayor's termination of an appointment officer or to initiate the termination of an appointed officer, the officer will be provided with an opportunity to address the Mayor and City council and present information concerning his or her pending termination.
- (c) Library Director: The Library Director may be terminated by the Library Board of Trustees in consultation with the City Attorney, Human Resources Director and City Administrator consistent with the Board of Trustees' adopted by-laws and I.C. 33-2606 and I.C. 33-2608.

RULE XXVI: FLSA EXEMPT EMPLOYEES

SECTION 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for FLSA exempt employees other than Department Heads.

SECTION 2. Definitions

For the purpose of this section, the following term has the following mean:

- (a) **FLSA Exempt:** Employees responsible for management within a city department, and under the day to day guidance of the Department Head, includes the following positions: Assistant Street Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Senior Planner, Attorneys, Deputy Finance Director, Deputy Fire Chiefs, Deputy Library Director, IT Network Administrator, IT Database Application Developer, Police Captains, Project Coordinator, Assistant Project Manager, Project Managers, Building Official, City Engineer/Lead Project Manager, Parks Superintendent, Recreation Superintendent and Capital Program Manager.

SECTION 3. Conditions of Employment

- (a) **FLSA Exempt:** FLSA exempt employees are classified as exempt employees under the Fair Labor Standards Act and are ineligible to receive compensatory or overtime pay.
- (b) **Residency:** At the discretion of the city administrator, certain FLSA exempt employees may be required to reside within a twenty (20) minute driving response time to the city limits.
- (c) **Duties:** FLSA exempt employees' duties and responsibilities are outlined in the adopted job description for each position.
- (d) **Application of Personnel Rules:** FLSA exempt employees are regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by a written agreement.
- (e) FLSA exempt employees follow the observed Holidays listed in Rule XI, Section 9, with the following exception:
- (1) FLSA exempt employees will not observe the birthday holiday but will observe December 24th.
- (2) If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.
- (fe) In addition to the personnel rules, FLSA exempt employees must follow all policies and procedures applicable to them that are approved by the City Council by resolution.

SECTION 4. Appointment

- (a) Compensation: FLSA exempt employees will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (b) Promotional Appointments: Current city employees who are promoted to a FLSA exempt position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

SECTION 5. Benefits

(a) Vacation:

- (1) Accrual Rate: Vacation leave for FLSA exempt employees will accrue as follows:
 - (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) 4th through 5th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 6th through 10th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee.
- (3) Maximum Vacation Accrual: FLSA exempt employees may not accumulate more than 320 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the city administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.

(b) Sick Leave:

- (1) Accrual Rate: FLSA exempt employees will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
- (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
- (3) Sick Leave Bank: FLSA exempt employees are eligible to participate in the sick leave bank.
- (4) Maximum Sick Leave Accrual: FLSA exempt employees will not receive compensation for accumulated sick leave unless the FLSA exempt

employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. The FLSA exempt employee must select sick leave option 1 or 2, found in Rule XI, Section 3.

- (c) Compensation/Performance Based Salary Increases:
 - (1) All FLSA exempt employees are eligible for a pay increase ranging from 5% to 8% 12 months after their appointment date and annually thereafter based on a performance evaluation from the department head.
 - (2) Maximum Salary: FLSA exempt employees' salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance based salary increases, FLSA exempt employees will receive annual cost of living increases of up to 3% based on the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period. Cost of living increases will be effective on October 1st.
- (e) Car Assignment: The city administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The FLSA exempt employee must follow all adopted city policies for vehicle usage.
- (g) Additional Benefits: FLSA exempt employees will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long-term disability insurance authorized by the council for the employees represented by LCEA.