



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

GENERAL SERVICES/PUBLIC WORKS COMMITTEE
with
Council Members Wood, Evans, & English
September 9, 2024, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

*****ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

Item 1 Personnel Rule Amendment

STAFF REPORT BY: Melissa Tosi, Human Resources Director

Item 2 Approval of the Final Design of the Library Lower-Level Art Project

STAFF REPORT BY: Troy Tymesen, City Administrator/ Arts Commission Liaison

Item 3 Appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate

STAFF REPORT BY: Troy Tymesen, City Administrator/ Arts Commission Liaison

Item 4 Approval of the Purchase of the Art Piece titled "O'Keef 8"

STAFF REPORT BY: Troy Tymesen, City Administrator/ Arts Commission Liaison

ADJOURNMENT

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City's Facebook page.**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: SEPTEMBER 9, 2024

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDMENT

Decision Point: Should Council approve amendments to Rule 11 – Attendance and Leaves, Section 3, Vacation Leave; Section 4, Sick Leave; Section 5, Bereavement Leave; and Section 9, Attendance?

History: Various sections of Personnel Rule 11 need amending due to the following reasons:

Section 3. Vacation Leave (3)(e). The maximum allowable balance has been updated to match what has been agreed to in separate collective bargaining agreements, that is, for forty hour a week employees three hundred and twenty (320) hours vacation leave, and for fifty-six (56) hour-a-week employees three hundred and sixty (360) hours.

Section 4. Sick Leave

(c)(3). Adding qualified cohabitating domestic partner to the sick leave benefit as an immediate family member would allow an employee to utilize sick leave under the allowable uses if they have an approved affidavit and supplemental documentation on file with Human Resources. The City extended our health and dental benefits to qualified domestic partners effective October 1, 2023. This will add an additional benefit to those with approved domestic partners.

(c)(10)(11). The maximum usable balance needs to reset the first day of the first pay period of the new fiscal year. Using the date October 1 does not work anymore since transitioning to our biweekly pay schedule. For example, this year October 1 falls in the middle of the last pay period of FY 23-24.

Section 5. Bereavement Leave. Adding qualified cohabitating domestic partner to the bereavement benefit as an immediate family member would allow an employee to utilize bereavement if they have an approved affidavit and supplemental documentation on file with Human Resources. The City extended our health and dental benefits to qualified domestic partners effective October 1, 2023. This will add an additional benefit to those with approved domestic partners.

Additionally, employees are currently required to utilize bereavement within thirty (30) days of their immediate family member’s death. By adding “unless otherwise approved by Human Resources,” this would allow unusual circumstances to be considered.

Section 9. Attendance. This language is outdated. Currently, employees are responsible for completing their own biweekly timecard, which is approved by their supervisor, and then reviewed by HR and payroll.

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. The amendments were also sent to the Fire Union, Police Association, and Lake City Employee's Association with no concerns raised.

Financial: There are no changes to overall costs associated with these Personnel Rule amendments.

Performance Analysis: Authorizing the above noted Personnel Rule amendments will provide clarity and consistency across our employee groups. Additionally, adding a qualified domestic partner under the definition of immediate family member will provide an additional benefit as currently allowed under our health and dental benefits.

Decision Point/Recommendation: Council should approve the amendments for Rule 11 – Attendance and Leaves, Section 3; Vacation Leave, Section 4; Sick Leave; Section 5 Bereavement Leave; and Section 9, Attendance.

RULE 11: ATTENDANCE AND LEAVES

SECTION 1. Hours and Days of Work

All employees, except as otherwise provided in this section, shall work forty (40) hours per week. The employees in the Fire Department assigned to a fire company shall work on a shift basis, as scheduled by the Fire Chief. Each such employee shall work an average of approximately fifty-six (56) hours per week on duty as computed over a one (1) year period. The employees assigned to the patrol division in the Police Department shall work on a shift-rotating basis. Each such employee shall work ten (10) hours forty (40) minutes per day.

SECTION 2. Work Week

The work week for the City of Coeur d'Alene shall commence and end at midnight Saturday, unless an alternate workweek is established by the Department Head, and approved by the City Administrator, or by contract arrangement in accordance with Fair Labor Standards Act Regulations.

SECTION 3. Vacation Leave

- (a) Purpose: Vacation leave is provided to give employees a break in year-round routine and to attract, motivate, and retain quality employees.
- (b) Vacation Leave: All employees in the competitive service, shall be eligible to accrue and use vacation leave with pay, only as specifically allowed by the rules contained in this section.
- (c) Vacation Leave Accruals: Unless otherwise provided by contract or written agreement, vacation leave will be accrued in accordance with the following schedule. Eligible employees who work less than full time, but more than one thousand forty (1040) hours during a fiscal year, shall accrue vacation on a pro-rated basis. Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement.
 - (1) Vacation Leave Accrual Schedule -
 - (i) First through third year of service - Eight (8) hours for each month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) Fourth through fifth year of service - Twelve (12) hours for each month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) Sixth through tenth year of service - Sixteen (16) hours for each month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more years of service - Twenty (20) hours for each month of service; accrued at a rate of ten (10) hours per pay period.

- (2) No vacation leave shall accrue after sixty (60) consecutive days of absence.
- (d) Vacation Requests/Use: With approval of the Department Head/Supervisor an employee may take vacation leave up to the amount of vacation leave accrued at the time of such leave. Provided however, that the vacation leave may not be used in the same pay period in which it is accrued. Vacation leave requests shall be made to the Department Head/Supervisor for approval. Insofar as is practical, and unless otherwise provided by contract or agreement, employees will be scheduled for vacation leave based upon their preference. In the event one or more municipal holidays fall during the period of leave, such holiday shall not be charged as vacation leave. While utilizing approved vacation leave, leave shall not be charged to sick leave upon return, unless otherwise provided by contract or written agreement. Unless otherwise approved by their Department Head, an employee may not use vacation or other leave in any manner that would result in the employee exceeding the number of hours in their regular work day/shift.
- (e) Maximum Allowable Balance: Unless otherwise provided by contract or other written agreement, a forty (40) hour-a-week employee with more than ~~three hundred and eighty (320) two hundred and eighty (280)~~ hours vacation leave and a fifty-six (56) hour-a-week employee with more than ~~three hundred and sixty (360) two hundred eighty eight (288)~~ 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 employees Department Head and by the Human Resources Director.
- (f) Vacation Leave Balance at Separation: All employees with accrued vacation leave, who leave employment with the City, for any reason, shall receive payment for their balance of vacation leave accrued through the effective date of separation.

Vacation leave shall not be used for the purpose of postponing the date of separation, retirement or other predetermined separation or termination of employment past the actual month of the employee's last physical work day. For example, an employee who submits a notice of resignation will not be allowed to use leave to postpone their last day with the City into the subsequent month. Separation of employment needs to be in the same month as the last day worked. Any eligible compensable leave will be paid out to the employee in their final check.

SECTION 4. Sick Leave

- (a) Purpose: All employees in the competitive service are eligible to accrue and use sick leave with pay only as specifically allowed by the rules contained in this section. Sick leave shall not be considered as a right, which an employee may use at his/her discretion.
- (b) Accrual Method: Unless otherwise provided by contract or other written agreement, Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals

on the third wage disbursement. Sick leave will be accrued as: ten (10) hours for each month of service, accrued at a rate of five (5) hours per pay period, for Forty (40) hour a week employees.

- (1) No sick leave shall accrue after sixty (60) consecutive days of absence.
- (c) Allowable Use: Accrued sick leave hours may be used for the following reasons that prevent an employee from working during a regularly scheduled workday/shift:
- (1) Personal illness;
 - (2) Personal injury.
 - (3) Illness or quarantine of employee's immediate family necessitating the employee's absences from work. Unless otherwise provided by contract or other written agreement, immediate family is defined as spouse, qualified cohabiting domestic partner¹, child, mother, and father. A child is defined as the biological, adopted, foster, stepchild or a child of an individual acting in the parent's stead, who is under the age of eighteen unless an eligible IRS dependent.
 - (4) Personal or medical related appointments, including annual wellness exams, counseling, dental check-up, etc. (including the employee's immediate family).
 - (5) Conditions qualifying for leave under the Family and Medical Leave Act as provided under Section 11 of this Rule.
 - (6) Sick leave may not be used in the same pay period in which it is accrued.
 - (7) Notification Requirement: Unless otherwise specified by contract or written agreement, an employee who seeks to receive compensation while absent on sick leave, must notify his/her immediate supervisor or the Human Resources Director within four (4) hours prior to scheduled work shift, or as specified by the Department Head. If the employee is incapable of providing the required notice, the employee must provide notice as soon as possible.
 - (8) Documentation of Illness/Injury: When the absence is for more than three (3) consecutive workdays, the Department Head/Supervisor or Human Resources Director may require a report from a medical provider stating that the employee is/was unable to perform his/her duties or is/was needed for the care of an immediate family member's illness or injury, or other qualified, allowable uses, as noted in this rule. Additionally, if in the Department Head's/Supervisor's opinion the employee is unable to perform their job duties, a medical report may be required at any time.
 - (9) Conservative Sick Use: To be eligible for conservative sick use, employees must be employed for the entire quarter of the fiscal year (eligible hours will be pro-rated for part-time employees). All employees with less than seven hundred twenty (720) hours of accumulated sick leave shall be eligible to receive four (4) hours of vacation for each quarter of the fiscal year in which they did not use any sick leave.
 - (10) Maximum Usable Balance: As of the first day of the first pay period of

¹ Eligible cohabitating domestic partner must have approved affidavit and supplemental documentation on file with Human Resources.

~~the new fiscal year~~~~October 1 of each year~~, a forty (40) hour a week employee may not have a usable balance of sick leave exceeding seven hundred and twenty (720) hours.

- (11) Compensation for Excess Sick Leave: Unless otherwise provided by contract or other written agreement, employees who have accrued more than the maximum usable balance of sick leave must select one of the following options for compensation of their excess sick leave. Once an employee has selected an option upon reaching eligibility, that selection may not be changed.
- (i) Option One: Employees having accrued more than the usable balance of sick leave shall forfeit all sick leave in excess of the maximum on ~~the first day of the first pay period of the new fiscal year~~~~October 1 of each year~~. The employee will be paid, in November of the same year for one third (1/3) of the forfeited sick leave. 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.
- (ii) Option Two: Employees having accrued more than the usable balance of sick leave, will bank the excess sick leave on ~~the first day of the first pay period of the new fiscal year~~~~October 1 of each year~~. 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, the employee or their beneficiary will be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Banked excess sick leave balance cannot be converted back into usable sick leave. Excess sick leave will continue to be banked ~~each year on the first day of the first pay period of the new fiscal year until the employee retires~~~~each October 1 of each year~~.
- (12) Sick Leave Balance upon Separation: No payment shall be made for accumulated sick leave at the time of separation of employment, except those employees who retire from the City of Coeur d'Alene pursuant to the provisions of the Idaho Code. If a sick leave option has been selected, the selected option shall be applicable, see Section 11 entitled "Compensation for Excess Sick Leave" of this rule.

Sick leave time shall not be used for the purpose of postponing the date of separation, retirement or other predetermined separation or termination of employment. For example, an employee who submits a notice of resignation will not be allowed to use sick leave to cover the last days of employment instead of working.

- (13) Long Term Disability: Unless otherwise provided by contract or other written agreement, employees utilizing the City provided disability insurance shall not receive vacation or sick leave accruals after sixty (60)

consecutive days of absences.

SECTION 5. Bereavement Leave

Unless another period of leave is agreed to by contract, in the event of a death in the immediate family of an employee, and/or being in attendance at the relative's bedside, the employee under the IAFF contract terms shall be granted up to forty-eight (48) hours off with pay, while an employee under the Police Association Contract shall be granted 53.35 hours of paid leave of absence to employees whose scheduled workday is 10 hours and 40 minutes at the time of death. All other Police Association represented employees shall be granted 40 hours of paid leave of absence. This equates to the maximum of five (5) scheduled work days and hours will be pro-rated for part-time employees. Employees under the LCEA Contract and forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate family is defined as spouse, qualified cohabitating domestic partner², ~~including documented common law status, per Idaho Code,~~ 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.~~ If an employee is on scheduled time off at the time bereavement occurs, bereavement leave shall be paid and time off shall not be charged to accrued leave until bereavement leave is exhausted.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave, unless otherwise approved by Human Resources. 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.

SECTION 6. Military Leave

Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken. Human Resources shall maintain current account of veterans' re-employment rights, and shall make such information available to employees upon request.

SECTION 7. Unpaid Leave of Absence

- (a) Requests: All requests for an unpaid leave of absence by a regular appointed or probationary employee must be made in writing to the employee's Department Head and the Human Resources Director. Requests shall explain the reason(s) for the leave, the length of the leave requested, why it is necessary, and any other

² Eligible cohabitating domestic partners must have approved affidavit and supplemental documentation on file with Human Resources.

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. ~~All departments shall keep daily attendance records of employees which shall be reported to the Human Resources Director on the form and on the dates he shall specify.~~ Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice of return shall be cause for immediate discharge, and such employee automatically waives all rights under these Rules.

SECTION 10. Holidays

The holidays to be observed in this City are as follows:

January 1 (New Year's Day)
Martin Luther King, Jr./Idaho Human Rights Day
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
The day following Thanksgiving
December 24 and
December 25 (Christmas Day)

- (a) Other days may be declared holidays as proclaimed by the President, Governor, or Mayor and City Council of this City.
- (b) For purposes of computing holidays, a working day for forty hour employees shall be considered eight (8) hours and for fifty-six (56) hour a week employees twenty four (24) hours. Eligible employees who work less than full-time, but more than 1040 hours during a fiscal year, shall be credited for holidays on a pro-rated basis.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, equivalent time off shall be granted.

City employees in departments operating on a continuous 24 hour basis or schedule shall be entitled to equivalent time off in lieu of holidays or compensated at straight-time commensurate with the holiday time hereby granted to other employees or as otherwise provided by the applicable collective bargaining agreement.

SECTION 11. Family and Medical Leave (FML)

- (a) **Purpose/Intent**

The purpose of this rule is to provide employees a general description of their rights and duties under the Family and Medical Leave Act (FMLA) of 1993. The FMLA allows eligible employees to take up to 12 weeks of unpaid, job-protected leave for specified family and medical reasons.

(b) **Definitions:** For the purposes of this section, the following terms have the following meanings:

- (1) 12-Month Period: a rolling 12-month period immediately preceding the FMLA request.
- (2) Spouse: A husband or wife in a marital community as defined and recognized under federal law. Spouses who both work for the City have a combined twelve (12) weeks total leave in a 12 month period for the birth of a Child, placement of a Child for adoption or foster care, or for the care of a sick Parent.
- (3) Child: Biological, adopted, foster, step, a legal ward, or a child of a person standing *in loco parentis* (day-to-day responsibilities). The child must be under 18 years of age or incapable of self-care because of physical or mental disability regardless of age.
- (4) Parent: Biological, adoptive, foster, step, or an individual who stood in loco parentis (day-to-day responsibilities or financial support) to an employee when the employee was a child.
- (5) Next of Kin (military caregiver leave): Nearest blood relative, other than the Spouse, Parent, son, or daughter.
- (6) Certification: Completed medical certification from a health care provider that provides details regarding the treating physician, applicable medical facts, amount of leave needed, and any additional information that supports the request for FML.
- (7) Serious Health Condition: Illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- (8) Covered Service Member: Current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy.
- (9) Qualifying Exigency Leave: Military family leave taken for any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that a covered military member is on active duty or call to active duty status.

(c) **Eligible Employees**

To qualify, an employee must meet the following conditions:

- (1) Has worked for the City for at least twelve (12) months; and
- (2) Has worked at least 1,250 hours in the 12-months immediately preceding the FMLA request.

(d) Allowable Uses

Eligible employees may take up to 12 workweeks of leave in a 12-Month Period for one or more of the following reasons:

- (1) For the birth and care of a newborn Child or placement of a Child for adoption or foster care;
- (2) To care for a Spouse, Child or Parent with a Serious Health Condition;
- (3) For a serious health condition that makes the employee unable to perform their essential job functions; or
- (4) For any Qualifying Exigency for a Spouse, Child or Parent when the Covered Service Member is on covered active duty in support of a contingency operation.

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).

(e) Notification and Certification

- (1) Employees are required to give a 30-day advance notice when the need for the leave is foreseeable. An "Employee Request for Family Medical Leave" form shall be completed by the employee and returned to the Human Resources Department.
- (2) A completed and sufficient certification issued by the health care provider will be required to determine eligibility for FML. FML may be denied if these requirements are not met.

(f) Use of Paid and Unpaid Leave

- (1) An employee requesting FML because of a birth, adoption or foster care placement of a Child must use any accrued vacation and comp time leave prior to being eligible for unpaid FML, unless under the care of a health care provider for a condition which would allow the employee to be eligible to use accrued sick leave.
- (2) An employee who is requesting FML because of the employee's own serious health condition or the serious health condition of an eligible family member must use all paid vacation, comp time, and sick leave before being eligible for unpaid FML.
- (3) An employee who is requesting military FML for a qualifying exigency must use all paid vacation and comp time leave prior to being eligible for unpaid FML leave.
- (4) An employee who is requesting FML for military caregiver leave must use all paid vacation, comp time, and sick leave in lieu of unpaid FML.

- (5) Sick leave will run concurrently with FML if the reason for the FML is covered by the established sick leave policy.
- (6) If the employee exhausts their accrued paid leave, the employee will be granted the remainder of FML as unpaid in order to receive the full 12 weeks.

(g) Continuation of Coverage

- (1) An employee granted FML will continue insurance coverage under the same conditions as coverage would have been provided if the employee had been continuously working during the leave period.
- (2) Employee contributions for health insurance will continue to be required, either through payroll deduction (where the employee has used accrued paid leave), or by direct payment to the City Finance Department. Payment for employee contributions will be due by the last working day of the month.
- (3) If the employee's contribution is more than one month late, the City may terminate the employee's insurance coverage or elect to advance the employee contribution, in which case, the employee will be required to reimburse the City for delinquent payments upon returning from leave.
- (4) The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
- (5) Employees should contact the Human Resources Department to discuss their rights and obligations for continuation of any current benefits they are receiving. Employees must make arrangements for payment of their portion of their benefit costs or discontinuation of those benefits will occur.

(h) Intermittent Leave Requests

- (1) The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.
- (2) Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- (3) Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.

SECTION 12. Retirement Consultation Benefit

- (a) **Purpose:** This is a discretionary medical benefit available to employees seeking retirement if the decision to retire results in cost savings and there is an identifiable need for consultant services to the City.
- (b) **Definition:** For the purpose of this section, the following term has the following meaning.
 - (1) Consultant: A professional who provides expert advice in a specialized field and has a wide knowledge of the subject matter.
- (c) **Employee Responsibility:** To be eligible for consideration, the employee must first meet with their department head to discuss the need for consultant services. If the department head agrees there is an identifiable need for consultant services, the employee will submit a written request to the Human Resources Director, at least ninety (90) days prior to separation of employment.
- (d) **Department Head/Employer Responsibility:** The written request from the employee will be reviewed by the Department Head, Human Resources Director, Finance Director and the City Administrator to verify that the criteria are met. If criteria are met, the Department Head will be responsible to present the information to City Council for approval.


In determining if the City should grant the retirement consultation benefit the City will take into account the following criteria:

- (1) The employee must be eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.,
- (2) The retirement must result in a savings of at least \$ \$40,000 over two (2) years.
- (3) The department head will provide the following information to justify the necessity of the retiree's consultation to the City.
 - i. Detailed description of the scope of consultant work.
 - ii. An evaluation of the employees overall job performance prior to retirement.
 - iii. A staffing plan on re-filling the position.
- (4) The retiree's availability to provide professional consultation services to the City for a minimum of two hundred forty (240) hours, for up to two (2) years.
- (5) The employee must be willing to sign an agreement releasing the City of Coeur d'Alene of any and all claims of the employee. The agreement will further outline the terms of the separation and provide a guarantee to the City for consultant services. No payment shall be paid directly to the employee.

- (e) **Employee Benefit:** The employee will opt out of the City's medical insurance plan and receive up to twenty-four thousand dollars (\$24,000) into their HRA/VEBA plan.

The HRA VEBA contribution will be paid on a monthly basis. The retiree/consultant shall submit a monthly statement of hours to their previous Department Head by the fifth of each month. After verification of hours, payment shall be made into the retiree's HRA VEBA plan for hours worked in the previous month at the rate of One Hundred Dollars (\$100.00) per hour up until termination of the two-year contract or the retiree is paid the total of twenty-four thousand dollars (\$24,000), whichever occurs first.

Personnel Rule 11- amendments



City of
Coeur d'Alene
IDAHO

City of Coeur d'Alene
Personnel Rules

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Amendments

Rule 11 – Attendance and Leaves

- Section 3. Vacation Leave
- Section 4. Sick Leave
- Section 5. Bereavement Leave
- Section 9. Attendance

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Cohabiting Domestic Partner



Definition: A committed interpersonal relationship between two people who live together as though they are married, but are not legally married.

- The partners are and intend to remain one another's only domestic partner
- They live together in a shared residence and intend to continue to do so indefinitely
- The members of the partnership are both at least 18 years old
- The partners share financial responsibility and are responsible for each other's common welfare
- Neither partner is married to anyone else, nor has had another recent domestic partner

Documentation Required

- Signed Affidavit of Domestic Partnership
- Copies of two documents in both names:
 - A title, lease, or mortgage statement documenting joining ownership of a vehicle or property to prove responsibility for living expenses
 - Joint bank account or loan information to prove shared financial responsibility in joint domestic life
 - Driver's license, utility bill, or other identification for proof of living in a shared residence

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Section 4. Sick Leave

(c) Allowable Use, (10) Maximum Usable Balance & (11) Compensation of Excess Sick Leave:

- The current language states maximum balances will reset on October 1
- The October 1 date needs to be amended to the *first day of the first pay period of the new fiscal year* due to our bi-weekly pay schedule

Note: October 1 currently falls in the middle of the last pay period of FY 23-24

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Bereavement Leave

- Add “**qualified cohabiting domestic partner**” as an immediate family member in the event of a death.
- Currently, only time taken within 30 days of death will apply.
- Adding “*unless otherwise approved by Human Resources*” will allow unusual circumstances to be considered and managed consistently (i.e. dates of services, etc.).



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Section 9. Attendance

The current language is outdated and unnecessary. It is recommended to be deleted:

~~“All departments shall keep daily attendance records of employees which shall be reported to the Human Resources Director on the form and on the dates he shall specify.”~~

Currently, employees complete bi-weekly timecards, submit to their supervisor, and are then reviewed by HR and payroll while payroll is being processed.



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Final takeaways

- The proposed amendments have been discussed with ET, sent to the Fire Union, LCEA, and POA, and posted for all employees to review. There are no concerns noted.
- Authorizing the amendments will provide clarity and consistency.
- Adding domestic partner to the definition of immediate family member will provide an additional benefit to those approved.



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**GENERAL SERVICES/ PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: SEPTEMBER 9, 2024

FROM: TROY TYMESEN, CITY ADMINISTRATOR/ ARTS COMMISSION
LIAISON

SUBJECT: APPROVAL OF THE FINAL DESIGN OF THE LIBRARY LOWER-LEVEL
ART PROJECT

DECISION POINT: Should Council approve the final design of the Library Lower-Level Art Project?

HISTORY: The City of Coeur d’Alene Arts Commission issued a national Request for Artist Qualifications on January 1, 2024, for public art to visually enhance the McEuen Park side exterior of the Children’s Library. The National Request was managed through the City’s account with CallforEntry.Org (CaFE), which is an online call-to-artists listing site. Interested parties were invited to submit their qualifications through CaFE, and then all eligible submissions were reviewed by a selection committee composed of donor Paul Fleshner, Architect Kevin Cole, Library Trustee Melissa Carper-Bell, and Student Representative Ayla Ferns.

The City received a total of 77 applications from artists through the CaFE and, after an initial review, it was narrowed down to five (5) finalists who were asked to submit their CV and examples of their work. Artist Pete Goldlust of Eugene, Oregon was chosen by the selection committee, and he was provided with a \$1,000.00 honorarium to prepare the final drawings and a 3D maquette. The proposed artwork design will be made of sturdy 1/8” aluminum and is powder coated. It will be mounted directly to the wall using ~1” standoffs, to allow room for drainage behind the pieces and LED backlight fixtures to be mounted on the back. The whimsical design and addition of the Children’s Library signage is meant to catch the eyes of children and parents.

The design was presented to the Arts Commission at their meeting on August 27, 2024, where the Commission voted unanimously to approve the design. Pursuant to the Request for Artist Qualifications timeline, the artwork is scheduled for completion and installation in October 2024.

FINANCIAL: The budgeted amount for the Library Lower-Level Art Project is \$18,000.00. The honorarium of \$1,000 provided to the artist is separate from the project budget. Funding for the Library Lower-Level Art Project will come from the Fleshner Foundation. The lighting of the art project will be a separate funding from the Foundation and installation is scheduled for next year.

DECISION POINT/RECOMMENDATION: Council should approve the final design for the Library Lower-Level Art Project.

EXHIBIT A



Library Lower-Level Art Project

By Artist Pete Goldlust

**GENERAL SERVICES/ PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 9, 2024
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: Appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate

DECISION POINT: Should Council approve the appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate to serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term)?

HISTORY: The City of Coeur d'Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City's cultural resources; and to encourage and assist freedom of artistic expression essential for the wellbeing of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education.

The Poet Laureate program is intended to increase awareness of the role that poetry and literature play in the community and create a record of Coeur d'Alene's distinctive character. Along with offering readings and workshops, the Poet Laureate writes poems for the City that are reflective of local landscapes, social situations, or important events.

During the three-year term, the Poet Laureate will be commissioned to:

- Write at least two (2) original works per year to be entered into the City's Public Art Collection. These works will be published in local publications and/or presented at public occasions.
- Give a minimum of three (3) local readings per year:
 - One at the Mayor's Awards in the Arts
 - One at the Coeur d'Alene Library National Poetry Month
 - One at a regularly scheduled City Council meeting
- Work to raise the visibility of poetry and other literary arts within the community through outreach, education, and other programs.

A call for the Poet Laureate was published on July 8, 2024, requiring applicants to submit a one-page essay noting specific ideas or actual outreach activities and program involvement in the community, a sample of three original poems with publication credits listed, a resume that include a list of publications and qualifications, and electronic documentation of applicant reading a sample of work. The call closed on August 9, 2024, and the City received a total of six (6) applications which were reviewed by a Selection Committee composed of two Arts Commission members, one member of the literary community, one community member, and a youth community member. The Selection

Committee met on August 12, 2024, and recommended to the Arts Commission that Jennifer Passaro to be appointed as Coeur d'Alene Poet Laureate. The Arts Commission, at its August 27, 2024, regular meeting, approved the recommendation and directed that the appointment of Jennifer Passaro as Coeur d'Alene Poet Laureate be brought before Council for final approval. The Poet Laureate will serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term).

FINANCIAL ANALYSIS: The total funds to be provided by the City using dedicated Art Fund dollars would not exceed \$4,500. An annual stipend will be provided in the amount of \$1,500, due at the beginning of each service year.

DECISION POINT/RECOMMENDATION: Council should approve the appointment of Jennifer Passaro as Coeur d'Alene Poet Laureate to serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term).

**GENERAL SERVICES/ PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: SEPTEMBER 9, 2024

FROM: TROY TYMESEN, CITY ADMINISTRATOR/ ARTS COMMISSION
LIAISON

SUBJECT: APPROVAL OF THE PURCHASE OF THE ART PIECE TITLED
“O’KEEFE 8”

DECISION POINT:

Should Council approve the purchase of an ArtCurrents piece known as “O’Keefe 8,” by artist Patrick Sullivan, in the amount of \$5,000.00?

HISTORY:

In May 2022, the City of Coeur d’Alene Arts Commission issued a call to artists for the Fiscal Year 2022/23 and 2023/24 ArtCurrents Program. One of the selected art pieces was by artist Patrick Sullivan, titled “O’Keefe 8.” The piece is made of marble and stands 3’ x 1’ x 1’. Mr. Sullivan is a resident of the Pacific Northwest. The ArtsCurrents contract for his art piece expires in September 2024. The said art piece, installed at the corner of 1st and Sherman was found damaged on July 5th and is currently stored at the Streets Department campus. The original price of the art piece was \$8,500 and, if it had sold while in the ArtCurrents program, the artist would have received \$6,375, with the City receiving a 25% commission. A representative of the City of Coeur d’Alene has been in contact with Mr. Sullivan and, after negotiations, Mr. Sullivan indicated that he would be willing to reduce the price of the art piece to \$5,000, with the City taking care of its repair. On August 27, 2024, the Arts Commission unanimously recommended the purchase of the statue, to be added to the City’s permanent public art collection.

FINANCIAL:

The total price for the statue is \$5,000. Funding for the purchase will come from the Public Art Fund. Ignite CDA annually provides a percentage of its budget to the City for public art within the urban renewal districts.

DECISION POINT/RECOMMENDATION:

Council should approve the purchase of Patrick Sullivan’s art piece entitled “O’Keefe 8,” in the amount of \$5,000.

EXHIBIT A



O'Keefe 8 A

“O’Keefe 8”

By Artist Patrick Sullivan



CITY OF COEUR D'ALENE

710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83814
208/769-2300

LETTER OF AGREEMENT

September __, 2024

Patrick Sullivan
#108-38 West Tabernacle St.
Saint George, UT 84770
(435) 239-5812

pat2shar@infowest.com

SUBJECT: PURCHASE OF ART PIECE TITLED "O'KEEFE 8"

Dear Mr. Sullivan:

This letter shall serve as an agreement between the City of Coeur d'Alene and you. This Agreement shall be valid only if signed and returned within ten (10) days (email, fax, or mail). Upon receipt of the signed agreement, the City will pay \$5,000.00 for the purchase of the artwork entitled "O'Keefe 8," which is currently displayed as part of the City's ArtCurrents program. Upon payment, full title to "O'Keefe 8" will be vested in the City, together with all rights attendant thereto. By signing this agreement, you affirm that you have all rights to "O'Keefe 8" and have the authority to sell it without the consent of any third party. The City will attribute the work, in whatever form, to the artist.

TROY TYMESEN
City Administrator
City of Coeur d'Alene

PATRICK SULLIVAN, Artist