



CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA

December 10, 2019 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

4.  **CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of November 26, 2019,
- B. Study Session Meeting Minutes of December 3, 2019,
- C. Review of Commission, Committee and Board meeting minutes of October 2019.
- D. **AB19-047**, a motion approving November 2019 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust, and IRS 941 ACHs in the amount of \$142,539.34; and Vendor Check Numbers 24121 through 24138 with EFT and Direct Pay Payments in the amount of \$1,052,620.48. Total distributions submitted for review & authorization in the amount of \$1,195,159.82.
- E.  **AB19-0483**, a motion to adopt Resolution No. 19-0483, authorizing the Mayor to execute a Second Addendum extending a Personal Services Agreement with Public Finance Inc.
- F.  **AB19-048**, a motion approving the City Engineer, Field Supervisor and Parks Maintenance Lead job descriptions.

5. COUNCIL BUSINESS

- A.  **AB19-0484**, a motion to adopt Resolution No. 19-0484, relating to the employment of an Interim City Attorney, confirming the appointment of Ann Marie J. Soto (Madrona Law Group, PLLC) as Interim City Attorney
- B.  **AB19-0566**, a motion to adopt Ordinance No. 19-0566, 2020 Final Budget with Salary Schedule as Exhibit A
- C.  **AB19-049**, continued discussion on the Public Works Office Trailer
- D.  **AB19-050**, continued discussion on the Call Out and Emergency Pay IAAC

6. COUNCIL COMMENTS

7. ADJOURN



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY**

November 26, 2019 – 7:00 p.m. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm. Councilmember Creley led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day, Councilmember Colleen Wise, Councilmember Nate Lowry.

Excused: Deputy Mayor Tyron Christopherson, Councilmember Rosanne Tomin.

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, Matthew Ray, IT Director, Police Chief Micah Lundborg, Kristin Moerler, Senior Planner, Interim City Attorney, Ann Marie J. Soto.

Additions/Deletions to the Agenda

There were no additions or deletions to the agenda.

2. PUBLIC HEARING

AB19-044 - Proposed 2020 Final Budget

Mayor Eidinger read the rules for the hearing.

Mayor Eidinger opened the public hearing at 7:01pm.

Asst. City Administrator Dave Gray gave an update on the proposed 2020 Final Budget.

Mayor Eidinger asked for public comments.

Mayor Eidinger closed the public hearing at 7:03pm

3. AUDIENCE COMMENT

David Duke spoke.

Susan Kobes spoke.

Sigmund Brudevold spoke.

Steve Holhouser spoke.

4. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- Thanked the Old Coots on Scoots for decorating our tree for our upcoming Tree Lighting Celebration. They will lead the parade as Santa makes his way from Safeway to city hall.
- Police staff met with neighboring cities and regional county experts to discuss emergency communications.
- PCRC met last week and held the election for officers. They discussed the Clean Fuel standards proposed.

Public Works Director Metzler briefed on the following:

- Discussed Tree Lighting set up.

- Approved for a Transportation Improvement Grant for work on Edgewood Drive.

Community Development Director Groth briefed on the following:

- Planning Commission will be adding street lighting topic to their upcoming work plan.

City Clerk Pitzel briefed on the following:

- WCIA presented staff with their annual anti-harassment training.
- Congratulated Jeremy Metzler, and Kristin Moerler on completing the WCIA Supervisory Skills credential program.
- Congratulated Permit Coordinator Jamie Curbow on receiving her ICC Building Inspection and Residential Plans Examiner certification.

Chief Lundborg briefed on the following:

- Discussed the money raised for Mountain View Community Center by those who participated in Movember.

5. CONSENT AGENDA

The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of November 12, 2019,
- B. Special City Council Meeting Minutes of November 19, 2019,
- C. **AB19-045**, a motion approving November 2019 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$103,427.14; and Vendor Check Numbers 24091 through 24120 with EFT and Direct Pay Payments in the amount of \$457,355.76. Total distributions submitted for review & authorization in the amount of \$560,782.90.
- D. **AB19-046**, a motion to approve the vehicle purchase of a 2019 Ford F350 under Purchase Order number 201932.
- E. **AB19-0481**, a motion to adopt Resolution No. 19-0481, authorizing the Mayor to purchase \$250,000 of Government Backed Securities as authorized in RCW 39.59, from the Strategic Reserve Fund with a maturity not to exceed three years

Motion: As Presented, Action: Approve, Moved by Councilmember Colleen Wise, Seconded by Councilmember Mark Creley. Motion passed unanimously (5-0).

6. COUNCIL BUSINESS

- A. **AB19-0565**, a motion to adopt Ordinance No. 19-0565, relating to City Park Regulations; repealing and reenacting Chapter 12.10 of the Edgewood Municipal Code entitled "Park Regulations".

Public Works Director Jeremy Metzler briefed on the agenda item.

Motion: As Read, Action: Approve, Moved by Councilmember Colleen Wise, Seconded by Councilmember John C. West. Motion passed unanimously (5-0).

- B. AB19-0482**, a motion to adopt Resolution No. 19-0482, approving the Edgewood view Estates Phase 1 Final Plat, located at 8224-20th St. E., Edgewood, WA

Senior Planner Kristin Moerler briefed on this agenda item.

**Motion: As Read, Action: Approve, Moved by Councilmember Nate Lowry,
Seconded by Councilmember Colleen Wise. Motion passed unanimously (5-0).**

7. COUNCIL COMMENTS

Mayor Eidinger discussed cancelling December 17th Study Session and instead to have a Special Regular Council meeting that evening. He noted the Oath of Offices will be given that evening.

He also asked council if they would like to cancel the December 24th Regular Council Meeting and the December 31st Study Session due to the holidays.

He asked about the Strategic Planning Meeting in January and asked about a doodle poll for other available dates.

Councilmember Day spoke.

Councilmember Lowry spoke.

Councilmember Lowry spoke.

Councilmember Wise spoke.

8. EXECUTIVE SESSION

There was no executive session.

9.ADJOURN

Mayor Eidinger adjourned the meeting at 7:49 pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

COUNCIL STUDY SESSION SUMMARY

December 3, 2019 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and Councilmember Day led attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Deputy Mayor Tyron Christopherson, Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day, Councilmember Colleen Wise, Councilmember Rosanne Tomy, Councilmember Nate Lowry.

Staff Present: Assistant City Administrator Dave Gray, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. Review/Discussion – Addendum No. 2 to Public Finance, Inc. (PFI) Agreement

Asst. City Administrator Dave Gray briefed on the purpose of renewing this agreement.

Council action: Council recommended staff to place on an upcoming consent agenda.

B. Review/Discussion – Staff Call Out, Emergency Pay (IAAC Policy)

Asst. City Administrator Dave Gray discussed this item in detail and discussion followed between staff and the Council.

Council action: Council recommended staff bring forward as council business for review at an upcoming regular meeting.

C. Discussion – Public Work Job Descriptions

Public Works Director Jeremy Metzler discussed the need for these changes with Council.

Council action: Council recommended staff to place on an upcoming consent agenda.

D. Discussion – Public Works Office Trailer

Public Works Director Jeremy Metzler briefed on this item. Discussion followed between staff and Council about other location possibilities and options.

Council action: Council recommended staff bring this back at a later date with more information.

E. Review/Discussion – Draft 2020 Final Budget

Asst. City Administrator Dave Gray discussed the 2020 Budget Ordinance and next steps.

3. OTHER COUNCIL ISSUES

Mayor Eidinger discussed our Interim City Attorney coverage.

Councilmember Wise

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:46pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday, October 3, 2019 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Vice Chair Southard called the meeting to order at 6:02pm

2. ROLL CALL

Present: Bill Hilton, Caitlyn Remington, Jeff Southard, Linda Howard, Anne Percival (Late)

Absent: Brian Levenhagen (Excused)

City Staff: Public Works Director (PWD) Jeremy Metzler

3. PUBLIC COMMENT – None

4. STAFF UPDATES – PWD Metzler updated PRAB members on recent tree flagging at the Nelson Nature Park, assuring none are slated for immediate removal and further evaluations are pending.

5. APPROVAL OF MEETING MINUTES

C. Remington **MOVED**, seconded by A. Percival to approve the September 5, 2019 Minutes.
APPROVED.

6. OLD BUSINESS

- **36th & Meridian Update:**

PWD Metzler updated PRAB members on status, confirmed receipt of CAD data for sanitary sewer extension design by staff, comments have been forwarded to Berger ahead of review meeting set for October 4, and some additional comments have been provided by B. Levenhagen and staff in the last couple days. Went into further discussion regarding lighting, storm water pond, sandbox, play tractor, and fencing elements of the plan. Touched again on possible fund raising options, considering development of a “wish list” after park opening.

- **Parks Code:**

PWD Metzler presented the latest update of the proposed code to PRAB members. B. Hilton **MOVED**, seconded by L. Howard to present the proposed Parks Code to City Council for their consideration and adoption at the next study session, **APPROVED.**

- **Movie Nights – PRAB Participation / Sign-up:**

PRAB members discussed the September 13 event, no guests attended, considering a reduced schedule. PRAB members affirmed the following list:

- October 11 (The Nightmare Before Christmas) – *Councilmembers Tomy and Wise*
- November 8 (Ralph Wrecks the Internet) – **OPEN**
- December 13 (The Grinch (2018)) – B. Levenhagen
- January 10 (Detective Pikachu) – B. Hilton
- February 21 (My Little Pony: The Movie) – A. Percival
- March 13 (Lego Movie 2) – **TBD**
- April 10 (How to Train Your Dragon 3) – **TBD**

- **Nelson Nature Park Bridge – Status Update:**

PWD Metzler in contact with Eagle Scout candidate, work anticipated this month.

- **Tree Lighting Prep:**
L. Howard and Mayor Eidinger confirmed that initial contacts have been made to entertainment and volunteers, “Old Coots on Scoots” to assist with stringing lights on tree, city to provide tent / awning covers and heaters for south patio. Mayor preparing to rent 50 chairs for the event, PWD Metzler to coordinate with staff on safety elements. Some discussion regarding treat bags possibly to be provided by the Edgewood Athletic League.
- **Annual Tri-Jurisdictional Meeting:**
Fife will be hosting the annual meeting on Wednesday, November 6 at Fife City Hall, starting at 6:00pm. B. Hilton, C. Remington, and B. Levenhagen are slated to attend.

7. **NEW BUSINESS**

- **PRAB Officers:**
B. Levenhagen and J. Southard have both been unanimously re-affirmed in their roles as Chair and Vice Chair, respectively.
- **Parks Level of Service: DEFERRING TO FUTURE MEETING**

8. **BOARD MEMBER COMMENTS**

- **C. Remington:** Checking on applicants for vacant position, PWD Metzler reported two received to-date. Also shared positive comment from EDAB Member A. Wiesenfeld.
- **A. Percival:** Shared that there were 2 new recent applicants to the Community Garden.

9. **ADJOURN** – 7:38pm



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Claims and Payroll for December 2019	Agenda Bill No.:	AB19-047
	For Agenda of:	December 10, 2019
	Prepared by:	Stephanie Goff
ATTACHMENTS (list): ☒ Claims Register ☒ Voucher Directory		
Approval of Materials:		
Mayor, Daryl Eidinger	☐	Expenditure Required: \$1,195,159.82
Asst. City Administrator, Dave Gray	☒	Amount Budgeted: N/A
Interim City Attorney, Ann Marie J. Soto	☐	Timeline: N/A
City Clerk/HR Director, Rachel Pitzel	☒	
Community & Economic Development Director, Darren Groth	☐	
Public Works, Jeremy Metzler	☐	
Police Chief, Micah Lundborg	☐	
Fiscal Note/Consideration: N/A		
SUMMARY STATEMENT: Approving December 2019 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust, and IRS 941 ACHs in the amount of \$142,539.34; and Vendor Check Numbers 24121 through 24138 with EFT and Direct Pay Payments in the amount of \$1,052,620.48. Total distributions submitted for review & authorization in the amount of \$1,195,159.82.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to approve the Claims and Payroll Expenditures as presented under the Consent Agenda.		
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to future study session for further discussion.		

Number	Name	Print Date	Amount
US Bank	PAYROLL ACCOUNT DISTRIBUTION		
10609 Last Number Issued Previous Authorization			
<u>AWC EFT 11/29/19</u>	AWC Employee Benefit Trust	11/29/2019	\$40,685.34
<u>DCP EFT 11/29/19</u>	Deferred Compensation Program	11/29/2019	\$11,354.69
<u>DCS-DSHS EFT</u>	WA State Support Registry	11/29/2019	\$275.00
<u>Direct Deposit Run -</u>	Payroll Vendor	11/15/2019	\$63,826.58
<u>DRS EFT 11/29/19</u>	Dept of Retirement Systems	11/29/2019	\$16,542.97
<u>IRS 941 EFT 11/29/19</u>	IRS 941	11/29/2019	\$9,854.76
Total			\$142,539.34

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24120 Last Number Issued Previous Authorization			
<u>24121</u>	A & R Services dba Angela Rojo	12/10/2019	\$835.00
<u>24122</u>	A Class Training	12/10/2019	\$3,700.00
<u>24123</u>	Cintas Corporation	12/10/2019	\$475.35
<u>24124</u>	Code Publishing Inc.	12/10/2019	\$248.09
<u>24125</u>	DN Traffic Consultants	12/10/2019	\$18,999.76
<u>24126</u>	Drain-Pro	12/10/2019	\$489.00
<u>24127</u>	FCS Group	12/10/2019	\$1,062.50
<u>24128</u>	Form Source, Inc.	12/10/2019	\$61.98
<u>24129</u>	Julie Dyer	12/10/2019	\$630.00
<u>24130</u>	Lakehaven Water & Sewer District	12/10/2019	\$30.80
<u>24131</u>	Madrona Law Group, PLLC	12/10/2019	\$1,955.00
<u>24132</u>	Office Depot	12/10/2019	\$496.38
<u>24133</u>	Olympic Embroidery	12/10/2019	\$965.13
<u>24134</u>	Pierce County Budget & Finance PW	12/10/2019	\$7,080.68
<u>24135</u>	Sterling Automotive Service	12/10/2019	\$123.20
<u>24136</u>	Systems for Public Safety, Inc.	12/10/2019	\$1,587.13
<u>24137</u>	Utilities Underground Location Center	12/10/2019	\$172.86
<u>24138</u>	Xtreme Graphics	12/10/2019	\$950.91
<u>Direct Pay Payment</u>	Amazon Capital Services	12/10/2019	\$330.54
<u>Direct Pay Payment</u>	CDW Government	12/10/2019	\$2,015.65
<u>Direct Pay Payment</u>	Monarch Landscape Holdings	12/10/2019	\$826.75
<u>EFT Payment 12/6/2019</u>	Century Link	12/10/2019	\$259.69
<u>EFT Payment 12/6/2019</u>	Wells Fargo Vendor Fin Serv	12/10/2019	\$368.17
<u>EFT Payment 12/6/2019</u>	Comcast	12/10/2019	\$293.53
<u>EFT Payment 12/6/2019</u>	Comcast Business	12/10/2019	\$1,050.35
<u>EFT Payment 12/6/2019</u>	McLendon Hardware-Blue Tarp Credit Services	12/10/2019	\$252.87
<u>EFT Payment 12/6/2019</u>	Puget Sound Energy	12/10/2019	\$14.18
<u>EFT Payment 12/6/2019</u>	Smarsh, Inc.	12/10/2019	\$656.82
<u>EFT Payment 12/6/2019</u>	The Reinalt-Thomas Corp DBA Discount Tire	12/10/2019	\$842.54
<u>EFT Payment 12/6/2019</u>	Thyssenkrupp Elevator Corp.	12/10/2019	\$3,671.11
<u>EFT Payment 12/6/2019</u>	Verizon Wireless	12/10/2019	\$933.51
<u>EFT Payment 12/6/2019</u>	US Dept of Agriculture (USDA)	12/10/2019	\$1,001,241.00

Total Claims Voucher Distribution	\$1,052,620.48
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Total Distribution Submitted for Review & Authorization	\$1,195,159.82
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$1,195,159.82
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

Fiscal: : 2019 - December
Council Date: : All

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	24121			2019 - December - 1st Council Meeting	
		486			
			December Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for December	
		Total 486			\$835.00
	Total 24121				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
A Class Training					
	24122			2019 - December - 1st Council Meeting	
		112519-ACT			
			CDL Course- A.Thompson		
			001-076-000-576-80-43-01	Travel/Training Costs	\$1,233.34
			101-000-000-542-90-43-01	Travel/Training Costs	\$1,233.33
			410-000-000-531-38-43-01	Training/Travel Costs	\$1,233.33
		Total 112519-ACT			\$3,700.00
	Total 24122				\$3,700.00
Total A Class Training					\$3,700.00
Amazon Capital Services					
	Direct Pay Payment 12/6/2019 9:31:56 AM - 1			2019 - December - 1st Council Meeting	
	13RQ-1XW7-C6K7				
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$126.37
				Staff Chair-Council Chambers	
	Total 13RQ-1XW7-C6K7				\$126.37
	1CGK-LQ7Y-9WJ7				
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$22.62
				Gatorade, Cough Drops	
	Total 1CGK-LQ7Y-9WJ7				\$22.62
	1JNX-F9LN-V7V6				
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$52.72
				Air Freshener, HDMI Cable	
	Total 1JNX-F9LN-V7V6				\$52.72

Vendor	Number	Reference	Account Number	Description	Amount
		1YMC-4WWL-JX49			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$128.83
				Post-it Notes, Log Book, USB Cord, HDMI Adapter, Ethernet Adapter	
		Total 1YMC-4WWL-JX49			\$128.83
		Total Direct Pay Payment 12/6/2019 9:31:56 AM - 1			\$330.54
Total Amazon Capital Services					\$330.54
CDW Government					
		Direct Pay Payment 12/6/2019 9:31:56 AM - 2	2019 - December - 1st Council Meeting		
		VWR2926			
			PO 2019034		
			001-018-000-518-85-64-02	New Computer Software	\$2,015.65
				6 Windows Software License	
		Total VWR2926			\$2,015.65
		Total Direct Pay Payment 12/6/2019 9:31:56 AM - 2			\$2,015.65
Total CDW Government					\$2,015.65
Century Link					
		EFT Payment 12/6/2019 9:12:43 AM - 1	2019 - December - 1st Council Meeting		
		253-927-2018 680B 11/25-12/25/19			
			11/25-12/25/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$129.48
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 11/25-12/25/19			\$129.48
		253-952-3537 889B 11/22-12/22/19			
			11/22-12/22/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$130.21
				Fax Line	
		Total 253-952-3537 889B 11/22-12/22/19			\$130.21
		Total EFT Payment 12/6/2019 9:12:43 AM - 1			\$259.69
Total Century Link					\$259.69
Cintas Corporation					
	24123		2019 - December - 1st Council Meeting		
		4034374891			
			November Services		
			001-018-000-518-30-41-01	Professional Services	\$122.19
				Uniforms	
		Total 4034374891			\$122.19
		4034952979			
			November Services		
			001-018-000-518-30-41-01	Professional Services	\$117.72
				Uniforms	
		Total 4034952979			\$117.72

Vendor	Number	Reference	Account Number	Description	Amount
		4035564983			
			November Services		
			001-018-000-518-30-41-01	Professional Services	\$117.72
			Uniforms		
		Total 4035564983			\$117.72
		4036243290			
			November Services		
			001-018-000-518-30-41-01	Professional Services	\$117.72
			Uniforms		
		Total 4036243290			\$117.72
	Total 24123				\$475.35
Total Cintas Corporation					\$475.35
Code Publishing Inc.					
24124				2019 - December - 1st Council Meeting	
		65353			
			November Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$136.41
			EMC Updates		
		Total 65353			\$136.41
		65419			
			November Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$111.68
			EMC Updates		
		Total 65419			\$111.68
	Total 24124				\$248.09
Total Code Publishing Inc.					\$248.09
Comcast					
	EFT Payment 12/6/2019 9:12:43 AM - 2			2019 - December - 1st Council Meeting	
	8498 35 021 0458551 11/25-12/24/19				
			11/25-12/24/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$293.53
			City Hall Internet		
		Total 8498 35 021 0458551 11/25-12/24/19			\$293.53
	Total EFT Payment 12/6/2019 9:12:43 AM - 2				\$293.53
Total Comcast					\$293.53
Comcast Business					
	EFT Payment 12/6/2019 9:12:43 AM - 3			2019 - December - 1st Council Meeting	
	91401054				
			11/15-12/14/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,050.35

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Phones	
			Total 91401054		\$1,050.35
			Total EFT Payment 12/6/2019 9:12:43 AM - 3		\$1,050.35
Total Comcast Business					\$1,050.35
DN Traffic Consultants					
	24125			2019 - December - 1st Council Meeting	
		19-23-02			
			7/24-11/15/19 Services		
			101-000-000-544-40-41-01	Road/Street Ops-Planning-Prof Svcs	\$18,999.76
				TIF Expense-TIP No. 2	
		Total 19-23-02			\$18,999.76
	Total 24125				\$18,999.76
Total DN Traffic Consultants					\$18,999.76
Drain-Pro					
	24126			2019 - December - 1st Council Meeting	
		62690			
			12/1-12/28/19 Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
				12/1-12/28/19 Edgemont Park	
		Total 62690			\$145.00
		62691			
			12/1-12/28/19 Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
				12/1-12/28/19 Nelson Nature Park	
		Total 62691			\$145.00
		62692			
			12/1-12/28/19 Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$99.50
				12/1-12/28/19 Nelson Farm	
		Total 62692			\$99.50
		62693			
			12/1-12/28/19 Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$99.50
				12/1-12/28/19 Trailhead Park	
		Total 62693			\$99.50
	Total 24126				\$489.00
Total Drain-Pro					\$489.00

Vendor	Number	Reference	Account Number	Description	Amount
FCS Group	24127			2019 - December - 1st Council Meeting	
		3074-21911112			
			Nov Services-Prj 3074		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$1,062.50
				Utility Tax Review	
		Total 3074-21911112			\$1,062.50
	Total 24127				\$1,062.50
Total FCS Group					\$1,062.50
Form Source, Inc.	24128			2019 - December - 1st Council Meeting	
		855681			
			November Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$61.98
				D.Shaffer-Business Cards	
		Total 855681			\$61.98
	Total 24128				\$61.98
Total Form Source, Inc.					\$61.98
Julie Dyer	24129			2019 - December - 1st Council Meeting	
		1001-JD			
			November Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$630.00
				IT Consulting Services- November	
		Total 1001-JD			\$630.00
	Total 24129				\$630.00
Total Julie Dyer					\$630.00
Lakehaven Water & Sewer District	24130			2019 - December - 1st Council Meeting	
		3575901 8/28-10/25/19			
			8/28-10/25/19 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$30.80
				22 114th Ave E	
		Total 3575901 8/28-10/25/19			\$30.80
	Total 24130				\$30.80
Total Lakehaven Water & Sewer District					\$30.80
Madrona Law Group, PLLC	24131			2019 - December - 1st Council Meeting	
		10004			
			November Services		
			001-019-000-515-41-41-01	Legal Services-External	\$1,955.00

Vendor	Number	Reference	Account Number	Description	Amount
				November Services	
		Total 10004			\$1,955.00
	Total 24131				\$1,955.00
Total Madrona Law Group, PLLC					\$1,955.00
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 12/6/2019 9:12:43 AM - 4			2019 - December - 1st Council Meeting	
		G47807/3			
			October Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$18.55
				Sponges, Windex, Duct Tape	
		Total G47807/3			\$18.55
		G52292/3			
			November Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$68.83
				Lumber for Trailer Repair	
		Total G52292/3			\$68.83
		G52327/3			
			November Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$33.86
			410-000-000-531-38-31-01	Operational Supplies	\$33.86
		Total G52327/3			\$67.72
		G56647/3			
			November Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$41.52
		Total G56647/3			\$41.52
		G57418/3			
			November Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$20.49
			410-000-000-531-38-31-01	Operational Supplies	\$20.48
		Total G57418/3			\$40.97
		G57980/3			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$15.28
				Salt Bags- for City Hall	
		Total G57980/3			\$15.28
	Total EFT Payment 12/6/2019 9:12:43 AM - 4				\$252.87
Total McLendon Hardware-Blue Tarp Credit Services					\$252.87

Vendor	Number	Reference	Account Number	Description	Amount
Monarch Landscape Holdings					
		Direct Pay Payment 12/6/2019 9:31:56 AM - 3	2019 - December - 1st Council Meeting		
		CD50052748			
			December Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$826.75
				December Services	
		Total CD50052748			\$826.75
		Total Direct Pay Payment 12/6/2019 9:31:56 AM - 3			\$826.75
Total Monarch Landscape Holdings					\$826.75
Office Depot					
	24132		2019 - December - 1st Council Meeting		
		400429728001			
			November Credit		
			001-021-000-521-20-31-01	Office & Operational Supplies	(\$191.90)
				Desk Chair- Returned	
		Total 400429728001			(\$191.90)
		400445940001			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$131.84
				4 Custom Stamps	
		Total 400445940001			\$131.84
		403336267001			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$178.91
				Paper Towels, Post-it Notes, Pens, Copy Paper	
		Total 403336267001			\$178.91
		404862991001			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$377.53
				Commercial Coffee Brewer	
		Total 404862991001			\$377.53
	Total 24132				\$496.38
Total Office Depot					\$496.38
Olympic Embroidery					
	24133		2019 - December - 1st Council Meeting		
		22555			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$965.13
				COE Jackets- B.Murray, N.Montes de Oca, S.Read, A.Thompson (2), J.Fairbanks, C.Henricksen (2), M.Ray	
		Total 22555			\$965.13
	Total 24133				\$965.13
Total Olympic Embroidery					\$965.13

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance PW					
	24134			2019 - December - 1st Council Meeting	
		CI-278817			
			October Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$7,080.68
				October Services	
		Total CI-278817			\$7,080.68
	Total 24134				\$7,080.68
Total Pierce County Budget & Finance PW					\$7,080.68
Puget Sound Energy					
	EFT Payment 12/6/2019 9:12:43 AM - 5			2019 - December - 1st Council Meeting	
		220020874792 10/23-11/20/19			
			November Statement		
			001-018-000-518-30-47-01	Electricity	\$14.18
				PW Storage Yard	
		Total 220020874792 10/23-11/20/19			\$14.18
	Total EFT Payment 12/6/2019 9:12:43 AM - 5				\$14.18
Total Puget Sound Energy					\$14.18
Smarsh, Inc.					
	EFT Payment 12/6/2019 9:12:43 AM - 6			2019 - December - 1st Council Meeting	
		INV00565317			
			11/1/19-9/30/20 Annual Archiving		
			001-018-000-518-85-49-03	Computer Subscriptions	\$656.82
				Annual Archiving	
		Total INV00565317			\$656.82
	Total EFT Payment 12/6/2019 9:12:43 AM - 6				\$656.82
Total Smarsh, Inc.					\$656.82
Sterling Automotive Service					
	24135			2019 - December - 1st Council Meeting	
		0028659			
			December Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$68.30
				2012 Ford Snowplow- Oil Change	
		Total 0028659			\$68.30
		0028737			
			November Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$54.90
				1998 Chevy Pickup- Oil Change	
		Total 0028737			\$54.90
	Total 24135				\$123.20
Total Sterling Automotive Service					\$123.20

Vendor	Number	Reference	Account Number	Description	Amount
Systems for Public Safety, Inc.					
	24136			2019 - December - 1st Council Meeting	
		036457			
			November Purchases		
			501-000-000-594-18-65-03	City Equipment	\$1,587.13
				2012 Ford Snowplow-Safety Lighting	
		Total 036457			\$1,587.13
	Total 24136				\$1,587.13
Total Systems for Public Safety, Inc.					\$1,587.13
The Reinalt-Thomas Corp DBA Discount Tire					
		EFT Payment 12/6/2019 9:12:43 AM - 7		2019 - December - 1st Council Meeting	
		7195418			
			November Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$842.54
				2012 Ford Snowplow- Tires	
		Total 7195418			\$842.54
	Total EFT Payment 12/6/2019 9:12:43 AM - 7				\$842.54
Total The Reinalt-Thomas Corp DBA Discount Tire					\$842.54
Thyssenkrupp Elevator Corp.					
		EFT Payment 12/6/2019 9:12:43 AM - 8		2019 - December - 1st Council Meeting	
		3004971966			
			December Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,032.41
				Elevator Maint Contract	
		Total 3004971966			\$1,032.41
		6000407607			
			November Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$2,638.70
				Elevator Test	
		Total 6000407607			\$2,638.70
	Total EFT Payment 12/6/2019 9:12:43 AM - 8				\$3,671.11
Total Thyssenkrupp Elevator Corp.					\$3,671.11
US Dept of Agriculture (USDA)					
		EFT Payment 12/6/2019 9:31:41 AM - 1		2019 - December - 1st Council Meeting	
		120219-USDA			
			LID Bond 5 & 6 Annual Payments		
			411-000-000-591-35-73-01	USDA-RD LID Principal Payments	\$598,145.39
				LID Bond 5 & 6 Annual Payments	
			411-000-000-592-35-83-03	USDA/RD Loan Interest Payment	\$403,095.61

Vendor	Number	Reference	Account Number	Description	Amount
				LID Bond 5 & 6 Annual Payments	
		Total 120219-USDA			\$1,001,241.00
		Total EFT Payment 12/6/2019 9:31:41 AM - 1			\$1,001,241.00
Total US Dept of Agriculture (USDA)					\$1,001,241.00
Utilities Underground Location Center					
	24137			2019 - December - 1st Council Meeting	
		9110147			
			November Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$172.86
				Utility Locating Svs. for November	
		Total 9110147			\$172.86
	Total 24137				\$172.86
Total Utilities Underground Location Center					\$172.86
Verizon Wireless					
		EFT Payment 12/6/2019 9:12:43 AM - 9		2019 - December - 1st Council Meeting	
		9842855253			
			11/24-12/23/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$933.51
				11/24-12/23/19 Services	
		Total 9842855253			\$933.51
	Total EFT Payment 12/6/2019 9:12:43 AM - 9				\$933.51
Total Verizon Wireless					\$933.51
Wells Fargo Vendor Fin Serv					
		EFT Payment 12/6/2019 9:12:43 AM - 10		2019 - December - 1st Council Meeting	
		5008101099			
			December Lease		
			001-018-000-518-30-45-06	Copier Lease	\$368.17
				December Lease-Kyocera Copier	
		Total 5008101099			\$368.17
	Total EFT Payment 12/6/2019 9:12:43 AM - 10				\$368.17
Total Wells Fargo Vendor Fin Serv					\$368.17

Vendor	Number	Reference	Account Number	Description	Amount
Xtreme Graphics	24138			2019 - December - 1st Council Meeting	
		19-2374			
			December Purchases		
			001-058-000-558-60-31-11	Signs	\$950.91
				30 Public Notice/Land Use Signs	
		Total 19-2374			\$950.91
	Total 24138				\$950.91
Total Xtreme Graphics					\$950.91
Grand Total		Vendor Count	32		\$1,052,620.48



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Public Finance, Inc.(PFI) Personal Services Agreement Addendum No. 2: LID Administration	Agenda Item #:		AB19-0483
	For Agenda of:		December 10, 2019
	Prepared by:		Dave Gray
ATTACHMENTS (list): ☒ Resolution 19-0483 ☒ Addendum No. 2 PFI Personal Services Agreement			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	<u>NTE \$10,000</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$6,800.00</u>
Interim City Attorney, Ann Marie J. Soto	☒	Timeline: December 3, 2019 Study Session December 10, 2019 Regular Council Meeting	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☐		
Public Works Director, Jeremy Metzler	☐		
Information Technology Director, Matthew Ray	☐		
Police Chief, Micah Lundborg	☐		
Fiscal Note/Consideration: We pay PFI approximately Six Thousand Dollars per year broken out into quarterly payments. The total payments under contract can include a segregation fee (passed through from the parcel owner) of \$975 per segregation application. In 2019 total payments to PFI were \$6,039.16 which included one segregation application.			
SUMMARY STATEMENT: PFI has been the vendor providing accounting, administration, segregation, notification and delinquent services since the LID No. 1 was created. They are one of few personal services companies specializing in LID Administration and are quite reasonably priced in comparison to having an accounting or law practice manage the administration. They provide a great deal of detailed information, annual reports and communication with outreach to the parcel owners under assessment.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0483, authorizing the Mayor to execute a Second Addendum extending a Personal Service Agreement with Public Finance, Inc. (PFI) for LID administration services.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Move to adopt 2) Forward to Study Session for further review			

RESOLUTION NO. 19-0483

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A SECOND
ADDENDUM EXTENDING A PERSONAL SERVICES
AGREEMENT WITH PUBLIC FINANCE, INC. (PFI) FOR
LID ADMINISTRATION SERVICES**

WHEREAS, PFI has successfully provided collection, administration and assessment accounting services for the City's Sanitary Sewer Local Improvement District No.1 since 2013; and

WHEREAS, the City extended the original personal services agreement in 2016 and wishes to continue receiving PFI's services for another three years through December 31, 2022 thereby maintaining continuity with the individual assessments, assessment activity, late and potentially foreclosing parcels; and

WHEREAS, the City believes the services provided by PFI are reasonably priced, fall below the purchasing policy for professional services competitive bid best practices and require Council approval for a multi-year agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Authorizes the Mayor to execute a Second Addendum to the Personal Services Agreement with PFI for three years ending December 31, 2022.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 10TH DAY OF DECEMBER, 2019

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

**ADDENDUM NO. 2
TO PERSONAL SERVICES AGREEMENT
PUBLIC FINANCE, INC.**

THIS SECOND ADDENDUM is made by and between the City of Edgewood (hereinafter referred to as “City”), a Washington municipal corporation, and Public Finance, Inc. (hereinafter referred to as “Service Provider”), collectively the “Parties.”

WHEREAS, on April 9, 2013 the Parties entered into that certain Professional Services Agreement (“the Agreement”) for the provision of services related to the LID No. 1 Assessment Roll maintenance, notice and debt retirement administration and in January 2017 extended the agreement as Addendum 1 to December 31, 2019; and

WHEREAS, the Parties desire to amend the Agreement in order to extend the Agreement for three years, replacing the Duration of Work (section 5) to December 31, 2022;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 5, Duration of Work. Section 5 of the Agreement is hereby revised to provide in its entirety as follows:

5. Duration of Work. This Agreement shall be effective as of date set forth above and shall expire automatically on December 31, 2022, unless extended by mutual agreement of the Parties or terminated earlier pursuant to Section 6.

Section 2. Effect of Addendum. This Second Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Second Addendum modify, but do not supersede, the provisions of the original Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Second Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

DATED THIS 10TH DAY OF DECEMBER 2019.

CITY OF EDGEWOOD

By: _____
Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____
Ann Marie Soto, Interim City Attorney

SERVICE PROVIDER

By: _____
Rick Knopf, PFI



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Public Works Department Job Descriptions	Agenda Item #:		AB19-048
	For Agenda of:		December 10, 2019
	Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ City Engineer Job Description ☒ Parks Maintenance Lead Job Description ☒ Field Supervisor Job Description			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0
Interim City Attorney, Ann Marie J. Soto	☒	Timeline: Study Session Discussion 12/3/19 Regular Council Meeting Action 12/10/19	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☒		
Public Works Director, Jeremy Metzler	☒		
Information Technology Director, Matthew Ray	☒		
Police Chief, Micah Lundborg	☒		
Fiscal Note/Consideration: The City of Edgewood brings all new job descriptions forward to Council for review, prior to adding a new position to the Salary Schedule. Edgewood believes it best to provide Council the opportunity to review, analyze and better understand the specifics of those positions they are funding during the annual budget ordinance process. Adding a job description to the salary schedule does not fund the position. Rather, it makes the position an “authorized” position, and the funding of authorized positions is covered under the annual budget process. The job descriptions included herein are included for consideration in the proposed 2020 budget and salary schedule.			
SUMMARY STATEMENT: This action is to add three new job descriptions as authorized positions recognized by the City, with no increase in total staffing / FTE's. The Public Works Department currently plans to promote from within for all three positions.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to approve the City Engineer, Parks Maintenance Lead, and Field Supervisor job descriptions under the consent agenda.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Move to adopt 2) Forward to Study Session for further review			



City of Edgewood

2224 104th Avenue East, Edgewood, WA 98372-1513

Phone (253) 952-3299 Fax (253) 952-3537

City Engineer – Job Description

Department: Public Works

Salary Range: \$9,035- \$10,267/mo.

Opening Date: TBD

Closing Date: TBD

First Review: TBD

This position is a full-time, non-union, FLSA exempt position.

GENERAL SCOPE OF WORK

The City Engineer is responsible for: administration of the City's Surface Water Management Program and Municipal Stormwater Permit; review and approval of private development and franchise utility plans and permit applications; development and implementation of capital improvement plans and projects; management of construction contract solicitation and execution processes; and coordination of relevant municipal code updates.

This is an advanced technical office and field engineering position, with project management and direct supervision oversight pertaining to public works and land use projects / permits, focused on surface water and streets. This position requires complex engineering duties, which may include making field measurements and/or observations and performing site inspections. Office duties include complex computer work (which may include design and plan drafting), plan review, and customer service functions, preparing specifications and cost estimates related to the design of public works projects, and overseeing programs and projects to ensure that the contractors and field staff are in compliance with project design, construction, time, schedules, budget, and permit conditions. Work is conducted primarily in an office setting, but may include time in the field under a variety of weather conditions.

Due to the limited number of City staff, each staff member is expected to perform a wide range of office and field duties. The ability to function effectively in a small team environment, where communication and initiative are critical, is mandatory for success in this position. This is a public service position where public interaction is routine and your ability to represent the team and City in a professional and courteous manner are required.

SUPERVISION

This position performs a wide range of cross-functional office duties, teaming with all departments at City Hall. This position works under the general direction and supervision of the Public Works Director, but may be asked to perform work under the general supervision of the Assistant City Administrator, City Clerk/HR Director, Public Works Director, Community

Development Director, or City Attorney. This position supervises the Senior Engineer, Associate Engineer and Engineering Technician positions, is responsible for the duties of said positions when unfilled, and requires a high degree of independent judgment, initiative and discretion.

ESSENTIAL JOB FUNCTIONS:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential functions.

1. Oversee and/or perform the review of complex civil engineering designs, plans, specifications, and cost estimates, to include coordination and review of consultants.
2. Oversee engineering projects; perform quality control; monitor project budgets and expenditures; write project change orders; consult with others to establish project punch lists as required for project completion; recommend project completion and acceptance by the city.
3. Coordinate permit review with the planning and building divisions.
4. Perform technical review of engineering project plans and specifications for the city's capital projects and private improvements submitted to the city as part of development processes. Recommend and direct changes, comments, or corrections as it relates to the needs and interests of the city in terms of maintenance support of the proposed projects or improvements and in terms of compliance with city's construction standards.
5. Prepare detailed engineering, pre-design, and final design reports, as needed.
6. Oversee consultants contracted to perform engineering projects; perform research and provide engineering data, calculation, and information to consultants; answer consultants' questions; conduct onsite visits with consultants; work with management and consultants to prioritize and implement project corrective measures; communicate priorities with consultants; develop and manage consultant contracts for engineering services; and participate in consultant selection.
7. Analyze and review engineering project requirements, physical location, and other pertinent data to prepare scope of work, engineer's cost estimates, RFPs, RFQs, etc.
8. Implement municipal permit software tracking consistent with policies and procedures.
9. Coordinate submission of effective grant requests.
10. Communicate in person, in writing, and on the telephone with city personnel, consultants, developers, contractors, other agencies, property owners, and the public to exchange information, resolve concerns, issues, and complaints as necessary; and provide technical information related to codes, ordinances, regulations, policies, and projects.
11. Serve as the city representative at various technical committees, study groups, meetings and task forces as assigned; develop and deliver oral presentations.
12. Maintain related data and records and prepare comprehensive plans and reports conforming to related federal, state, and city regulations.
13. Visit construction sites to inspect work progress and compliance with approved plans and specifications.

14. Provide engineering and technical expertise to city staff and the public; provide municipal engineering expertise to city design projects.
15. Provide research, information, and assistance to the Director in the development and management of assigned budget sections; monitor purchasing, procurement, and usage of funds as it relates to the assigned budget's activities.
16. Oversee City capital improvement projects; provide estimates and forecasts of costs for long-range projects; and develop annual budget and staffing requests for such projects.
17. Perform supervisory responsibilities in accordance with the city's policies and procedures and applicable laws. Responsibilities include: planning, scheduling, coordinating, assisting with, directing and evaluating work in progress and upon completion; appraising performance and safety procedures; training employees to improve their skill and effectiveness; addressing complaints and resolving problems; reviewing/scheduling employee leave; assisting in interviews; making hiring recommendations, and recommending promotion and disciplinary actions to the Director.
18. Evening or variable hours to attend public meetings will be required.
19. Performs other duties as assigned.
20. Maintain, disclose and destroy public records in accordance with the requirements of the WA Public Records Act and WA State Archives retention guidelines.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Knowledge of:

1. The principles and practices of civil engineering as applied to private land development and municipal public works projects.
2. The principles and practices of public works project administration.
3. Modern engineering methods and techniques used in the design, construction and inspection of public works projects.
4. Construction contract negotiation and administration principles and practices.
5. Mathematics and formulas for civil engineering computations.
6. Applicable federal, state and local laws, regulatory codes and professional standards for the design and construction of public works projects.
7. State and federal funding procedures for public works projects.
8. Guidelines established in the current Pierce County Site Development and Stormwater Management Manual (PCM), Washington State Department of Ecology Stormwater Management Manual (DOE SWMM), and established engineering techniques of hydraulic analysis.
9. Principles and practices of governmental budget preparation and administration.
10. Supervisory and training principles, methods, best management practices and techniques.
11. Safety and security hazards, precautions, standards, policies and procedures.

Ability to:

1. Work independently on multiple projects and manage complex contracts.
2. Plan and execute engineering assignments including research, investigations, calculations, reports, maps and other written materials and documentation.
3. Use technical tools such as project management software, drafting instruments, and computer systems, as required by the City, such as AutoCAD, ArcGIS, Microsoft Excel and Word, e-mail, internet, etc.
4. Interpret and prepare complex policies, codes, regulations, specifications, and ordinances used in engineering projects.
5. Manage workload effectively.
6. Calculate accurate cost estimates.
7. Work with contractors.
8. Develop and administer consultant contracts as necessary.
9. Perform work out-of-doors in all weather conditions.
10. Establish and maintain effective working relationships with supervisors, coworkers, or the public.
11. Understand plot plans, plats, site maps, legal descriptions, and topographical maps.
12. Maintain confidentiality and communicate with tact and diplomacy.
13. Communicate effectively, orally and in writing, including the ability to listen effectively and to explain complex issues and applicable legal requirements, policies, and procedures to internal and external customers.
14. Delegate tasks and workload assignments.
15. Understand and execute written and oral instructions.
16. Maintain neat and orderly files, including computer files.
17. Plan and organize work to meet required deadlines with a minimum amount of supervision.
18. Be at work as scheduled, on time and available to perform assigned duties.

MINIMUM QUALIFICATIONS/ACCEPTABLE EQUIVALENCY:

Bachelor's degree in Civil Engineering or related field from an accredited educational institution, six (6) years of progressively responsible professional Civil Engineering design and construction experience in a municipal, state, or related environment that includes two (2) years of supervisory experience, and current registration as a Professional Civil Engineer in the State of Washington.

OR

Any combination of related education, experience, certifications, and licenses that will result in a candidate successfully performing the essential functions of the job.

AND

The ability to obtain, and maintain a valid Washington State Driver's License throughout employment, and documentation to fulfill the requirements of the Immigration and Nationality Act within 3 days of employment.

SPECIAL CONSIDERATIONS

The incumbent will be joining an organization with approximately 25 full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. All employees of the City of Edgewood are expected to uphold and exhibit the City's shared employee values of Knowledge, Respect, and Integrity. A hiring objective for this position is to find an employee that will be competently qualified and interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. The employee is occasionally required to sit, climb stairs, talk, and hear. The employee may occasionally be required to lift or move up to 35 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Duties are generally performed indoors, and some outdoor work may be necessary as described earlier. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some evening meetings may be required. The work environment is fast-paced and moderate to very noisy.

Fieldwork, such as site investigations, may require exposure to weather, working on rough terrain, in wetlands, and being in proximity to heavy equipment. Hand-eye coordination is necessary to operate computers and a variety of office equipment. While performing the duties of this job, the employee may be required to stand or sit, walk on all types of terrain, maintain balance, climb stairs, ladders, and inclines, use hands and fingers to handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee may occasionally be required to balance and walk on scaffolding; stoop, kneel, crouch or crawl; talk or hear. Specific vision abilities required by this job include close vision, distance and depth vision, peripheral vision, and the ability to adjust focus. The employee must be able to operate a passenger vehicle.

ACKNOWLEDGEMENTS

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

This is an FLSA exempt position and is not eligible for overtime compensation. The City of Edgewood is an at-will employer and all staff members serve at the pleasure of the Mayor.

EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute a contract or agreement for employment. It is subject to change by the City as the needs of the City and requirements of the job change.

The City of Edgewood is a Drug Free workplace and an Equal Opportunity Employer.

APPLICATION SUBMITTAL

If you meet the minimum qualifications and are interested in applying for this position, please email your application packet consisting of a cover letter, resume, signed EOCC statement, signed job description, and your responses to the supplemental questions (listed below) to: humanresources@cityofedgewood.org.

Application packets may also be sent to the City of Edgewood via regular mail to the following address:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

The City of Edgewood Employment Application may be found on our website at cityofedgewood.org. Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.

Applicant signature below constitutes the employee's understanding of the requirements, expectations, essential functions and duties of this position.

Name

Date



City of Edgewood

2224 104th Avenue East, Edgewood WA 98372-1513

Phone (253) 952-3299 Fax (253) 952-3537

Parks Maintenance Lead – Job Description

Department: Public Works

Salary Range: \$5,461-\$6,206/mo.

Opening Date: TBD

Closing Date: TBD

First Review: TBD

This position is a full-time, non-union, FLSA non-exempt position.

GENERAL SCOPE OF WORK

Areas of responsibility include, but are not limited to, care and maintenance of parks, grounds, and recreation facilities; oversees and participates in complex projects regarding park maintenance, landscape construction, irrigation systems, and weed and pest control; and performs related work as required.

Due to the limited number of City staff, each staff member is expected to perform a wide range of office and field duties. There will be occasions where this position will perform work under the direction and in support of the Public Works Superintendent or Field Supervisor. The City of Edgewood is an at-will employer and all staff members serve at the pleasure of the Mayor.

SUPERVISION

Under the general supervision of the Public Works Director, the Parks Maintenance Lead's work is performed with considerable latitude for independent judgment and action. Assignments are received in the form of oral instructions, written work orders, and established maintenance & service schedules. This position also operates large grounds equipment such as skid steers, riding mowers and tractors and serves as a fully skilled Parks Maintenance Worker in one or more specialties such as landscape construction or maintenance activities.

Minimal employee supervision is expected for this position, but there will be times that this position will oversee Maintenance Technician staff and volunteers.

ESSENTIAL JOB FUNCTIONS:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential functions.

1. Oversees and performs the operations and activities of assigned park maintenance.
2. Oversees and participates in complex projects in park maintenance, landscape construction, irrigation systems, and weed and pest control; ensures adherence to safe and efficient work methods, procedures, and practices.
3. Works with Public Works Director in planning work assignments, including gathering of materials and staff resources needed to perform the work; assists in the development of work plans, procedures, and schedules.
4. Evaluates work projects, including materials and staff resources needed to perform the work; estimates time, materials, and equipment necessary for the successful completion of the project; acquires necessary resources as appropriate.
5. Provides Public Works Director with updates on project status; informs Director of park maintenance and horticultural problems and needs.
6. Operates a variety of standard power tools and equipment used in parks maintenance and repair activities on a regular basis.
7. Utilizes department vehicles to perform assigned work assignment.
8. Maintains and repairs playground equipment, benches and restrooms in parks.
9. Identifies unsafe working conditions and takes action to immediately correct.
10. Follows safe working practices and makes appropriate use of related safety equipment as required.
11. Receives and responds to questions and concerns from patrons; identifies issues and resolves problems or refers to Public Work Director as appropriate.
12. Monitors inventory, orders supplies, and maintains purchase records within authorized budget.
13. Maintains records and logs of daily activities.
14. Assists with special events as needed.
15. Performs related duties as assigned.
16. Maintain, disclose and destroy public records in accordance with the requirements of the WA Public Records Act and WA State Archives retention guidelines.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Knowledge of:

1. Methods, materials, tools and equipment utilized in grounds maintenance;
2. Safety standards and regulations related to grounds keeping work;
3. Principles and practices of supervision;
4. Irrigation and drainage system design and operation;
5. Landscape maintenance and pesticide application;
6. Basic equipment repair and maintenance;
7. Basic office computer applications and software;
8. Crafts such as carpentry, electrical work, and plumbing; and
9. Leading and or supervising the work of other performing grounds maintenance work.

Ability to:

1. Perform the essential functions of the position;
2. Effectively apply the methods, operations and activities of park maintenance programs;
3. Operate and repair a variety of equipment in a safe and effective manner;
4. Guide and direct the work of less experienced employees;
5. Use a variety of hand tools and motorized grounds keeping equipment;
6. Communicate effectively both orally and in writing;
7. Follow written and verbal instruction;
8. Establish and maintain effective working relationships with other employees, supervisors, and the public;
9. Demonstrate and maintain interpersonal skills using tact, patience, and courtesy;
10. Work independently and effectively;
11. Understand and follow oral and written instructions; and
12. Sufficient physical strength to meet job requirements for extended period under uncomfortable conditions in all types of weather. May involve lifting up to 100 lbs and hard manual labor.

MINIMUM QUALIFICATIONS/ACCEPTABLE EQUIVALENCY:

Associates degree in related field and four years related work experience and experience leading or supervising maintenance workers;

OR

Any combination of related education, experience, certifications, and licenses that will result in a candidate successfully performing the essential functions of the job.

AND

Possession of a valid Washington State Driver's License; Possession of a driving record acceptable to the City's risk manager, and ability to maintain throughout employment; Possession of or the ability to obtain a current Certified Playground Safety Inspector (CPSI) certification; Possession of or the ability to obtain a current Commercial Pesticide Operator's License; and documentation to fulfill the requirements of the Immigration and Nationality Act within 3 days of employment.

Preferred

Possession of or the ability to readily acquire a Commercial Driver's License (CDL); Possession of a current Washington State Department of Transportation Traffic Flagging Card, or the ability to obtain one within three (3) months of hire, and ability to maintain throughout employment; and prior experience in parks maintenance is highly desirable.

SPECIAL CONSIDERATIONS

The incumbent will be joining an organization with approximately 25 full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. All employees of the City of Edgewood are expected to uphold and exhibit the City's shared employee values of Knowledge, Respect, and Integrity. A hiring objective for this position is to find an employee that will be competently qualified and

interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. The employee is occasionally required to sit, climb stairs, talk, and hear. The employee may occasionally be required to lift or move up to 35 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Work is conducted primarily in an office setting, but may include time in the field under a variety of weather conditions. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some evening meetings may be required. The work environment is fast-paced and moderate to very noisy.

ACKNOWLEDGEMENTS

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute a contract or agreement for employment. It is subject to change by the City as the needs of the City and requirements of the job change.

The City of Edgewood is a Drug Free workplace and an Equal Opportunity Employer.

APPLICATION SUBMITTAL

If you meet the minimum qualifications and are interested in applying for this position, please email your application packet consisting of a cover letter, resume, signed EOCC statement,

signed job description, and your responses to the supplemental questions (listed below) to:
humanresources@cityofedgewood.org.

Application packets may also be sent to the City of Edgewood via regular mail to the following address:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

The City of Edgewood Employment Application may be found on our website at cityofedgewood.org. Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.

Applicant signature below constitutes the employee's understanding of the requirements, expectations, essential functions and duties of this position.

Name

Date



City of Edgewood

2224 104th Avenue East, Edgewood WA 98372-1513

Phone (253) 952-3299

Field Supervisor – Job Description

Department: Public Works

Salary Range: \$6,128 - \$6,964/mo.

Opening Date: TBD

Closing Date: TBD

First Review: TBD

This position is a full-time, non-union, FLSA non-exempt position.

GENERAL SCOPE OF WORK

The Field Supervisor frequently works independently, tasked with ensuring proper and safe operation of the City's roadways and utilities. This is accomplished through coordinating operation of city-owned and/or contracted maintenance equipment with Maintenance Technicians and contract operators, the operation of which may require additional specialized training or licensing. This position also supports the Senior Engineer and Public Works Roads Superintendent, coordinating civil construction-related activities such as inspection, monitoring, and acceptance of construction projects and materials within the public right-of-way.

Due to the limited number of City staff, each staff member is expected to perform a wide range of office and field duties. The ability to function effectively in a small team environment, where communication and initiative are critical, is mandatory for success in this position. This is a public service position where public interaction is routine and your ability to represent the team and City in a professional and courteous manner are required.

SUPERVISION

Under the general supervision of the Public Works Director and day-to-day supervision of the Public Works Roads Superintendent, the Field Supervisor's work is performed with considerable latitude for independent judgment and action. Assignments are received in the form of oral instructions, work orders, established maintenance and service schedules, plans, sketches, and rough notes. Work requires the application of sound judgment and the application of technical engineering and trades-and-crafts techniques and practices in a wide variety of public works activities. The incumbent's work is reviewed for supervisory effectiveness, quality and timeliness of completed projects, and conformance with governing laws, ordinances, and local policies and procedures. May be asked to perform work under the general supervision of the Mayor, Assistant City Administrator, and Public Works Director. Minimal employee supervision is expected for this position.

ESSENTIAL JOB FUNCTIONS:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential functions.

1. Performs field inspections in the public right-of-way, documenting, analyzing and troubleshooting problems such as street and sidewalk damage or utility obstructions.
2. Investigates complaints of street cut restoration work and recommends appropriate corrective action.
3. Coordinates review of right-of-way construction permits with the Senior Engineer and Public Works Roads Supervisor, to verify impacts related to utilities, traffic, transportation, and street improvements; recommends permit approval requirements to mitigate impacts of development and assures plans conform to City policies.
4. Responds to inquiries from the public and other departments about right-of-way construction projects and procedures; investigates inquiries to find resolutions as needed.
5. Plans and schedules daily work assignments and establishes work priorities for Maintenance Technician position(s); requisitions supplies and equipment; and periodically inventories and inspects tools and equipment to insure that proper care and maintenance is being performed.
6. Prepares periodic work progress reports; maintains required records, logs, maps, blueprints and charts regarding permitted uses of the streets and public rights-of-way.
7. Provides on-site direction and guidance to employees during assignments, and inspects work in progress and completed work to ensure compliance with local codes, work standards, and proper safety techniques and procedures.
8. Assures field and laboratory sampling and testing of construction materials and site conditions is performed, to ensure compliance with plans and material specifications.
9. Prepares field notes, diaries, records, process estimates and "as-built" drawings for any observed work within public right-of-way.
10. Assists the Public Works Roads Superintendent as needed with the following:
 - a. Road operations, including direct coordination with contractors.
 - b. Capital Improvement Project planning and development.
 - c. Reviewing and providing comment on technical reports.
11. Maintain, disclose and destroy public records in accordance with the requirements of the WA Public Records Act and WA State Archives retention guidelines.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

1. Thorough knowledge of materials, methods, and techniques commonly used in construction, maintenance, and repair activities as relates to assigned areas of specialization.

2. Thorough knowledge of the occupational hazards and safety standards and practices applicable to the work being supervised.
3. Good knowledge of federal, state and local regulations and standards, as well as City standards, department policies and procedures.
4. Good knowledge of the properties, utilization, and care of the materials, tools, and equipment used by the employees supervised.
5. Ability to efficiently and effectively supervise and coordinate the activities of skilled and semi-skilled employees performing a wide variety of maintenance, repair, and service functions.
6. Ability to make sound and timely recommendations for project implementation, and/or modification based upon established department plans and results of personal observations and needs analysis.
7. Ability to read maps, diagrams, and plans.
8. Ability to effectively communicate both orally and in writing. Establish and maintain effective working relationships with management, elected officials, City employees, and the general public.

MINIMUM QUALIFICATIONS/ACCEPTABLE EQUIVALENCY:

Minimum three years of progressively responsible work experience in roadway and utilities operations or general maintenance and trades areas, with some supervisory experience;

OR

Any combination of related education, experience, certifications, and licenses that will result in a candidate successfully performing the essential functions of the job with or without accommodation.

AND

The ability to obtain, and maintain a valid Washington State Driver's License throughout employment, with drivers abstract, and documentation to fulfill the requirements of the Immigration and Nationality Act within 3 days of employment.

SPECIAL CONSIDERATIONS

The incumbent will be joining an organization with approximately 25 full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. All employees of the City of Edgewood are expected to uphold and exhibit the City's shared employee values of Knowledge, Respect, and Integrity. A hiring objective for this position is to find an employee that will be competently qualified and interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position.

Work is performed primarily out-of-doors involving moderate risks, discomfort, or unpleasantness such as a high level of noise; dust, grease or mud; moving vehicles or machines; and cold and/or wet weather. Normal safety precautions are required, and the incumbent may wear some protective clothing and equipment such as rain and snow gear, boots, goggles, and gloves. Work requires some physical exertion, such as long periods of standing; walking over rough, uneven surfaces; and recurring bending, crouching, stooping and reaching; and occasional lifting of moderately heavy items. Work requires average physical agility and dexterity.

ACKNOWLEDGEMENTS

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload. The City of Edgewood is an at-will employer and all staff members serve at the pleasure of the Mayor.

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Applicant signature below constitutes the employee's understanding of the requirements, expectations, essential functions and duties of this position.

Name

Date

DRAFT



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Confirmation of Interim City Attorney	Agenda Item #:		AB19-0484
	For Agenda of:		December 10, 2019
	Prepared by:		Rachel Pitzel
ATTACHMENTS (list): ☒ Resolution No. 19-0484			
Approval of Materials:			
Mayor, Daryl Eiding	☐	Expenditure Required:	<u>\$0</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$0</u>
Interim City Attorney, Ann Marie J. Soto	☒	Timeline: Study Session Discussion 12/3/19 Regular Council Meeting Action 12/10/19	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☐		
Public Works Director, Jeremy Metzler	☐		
Information Technology Director, Matthew Ray	☐		
Police Chief, Micah Lundborg	☐		
Fiscal Note/Consideration:			
SUMMARY STATEMENT: On November 25, 2019, Mayor Eiding received a letter from Madrona Law Group, PLLC regarding a continuation of City Attorney Services. In that letter our Interim City Attorney Ann Marie J. Soto, informed the Mayor that she, along with four other colleagues from Kenyon Disend had formed a new law firm (Madrona Law Group). Mayor Eiding discussed this new adventure with Ms. Soto, as well as with Mike Kenyon from Kenyon Disend, PLLC. From those conversations, he has determined for consistency and continuity, it would be the best for the City and staff to transition to Madrona Law Group, PLLC and that Ann Marie J. Soto who is a partner with Madrona Law Group, PLLC would be assigned as the city's Interim City Attorney. As the Mayor and staff look in to the needs of the city as far as in-house or contracted city attorney options, the Mayor has determined he may move forward with an RFP for City Attorney services in the upcoming new year. Mayor Eiding is requesting confirmation of Ann Marie J. Soto of Madrona Law Group, PLLC to represent the city on a short-term basis as the Interim City Attorney.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0484, approving the Mayoral confirmation of Ann Marie J. Soto (Madrona Law Group, PLLC) as Interim City Attorney.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Move to adopt 2) Forward to Study Session for further review			

RESOLUTION NO. 19-0484

A RESOLUTION OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO THE EMPLOYMENT OF AN INTERIM CITY ATTORNEY, CONFIRMING THE APPOINTMENT OF ANN MARIE J. SOTO (MADRONA LAW GROUP, PLLC) AS INTERIM CITY ATTORNEY

WHEREAS, RCW 35A.12.020 requires the City to make provision for legal counsel, either by appointment of a city attorney or on a full-time or part-time basis, or by any reasonable contractual arrangement; and

WHEREAS, the City has entered into a contract with Madrona Law Group, PLLC on a temporary basis for Ann Marie J. Soto to fill the interim City Attorney role on a contractual basis on November 25, 2019 ;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby confirms the Mayoral appointment of Ann Marie J. Soto, of Madrona Law Group, PLLC as Interim City Attorney.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED THIS 10TH DAY OF DECEMBER, 2019

CITY OF EDGEWOOD

Daryl Eidinger, Mayor

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made on this 25th day of November, 2019, between Madrona Law Group, PLLC ("Attorneys") and the City of Edgewood ("Client").

SECTION 1. LEGAL SERVICES.

Attorneys shall provide City Attorney legal services to Client under the direction of the Mayor. Ann Marie Soto will serve as the City Attorney. As City Attorney, Attorneys shall be principally responsible for performing all legal work for the Client, except for matters assigned to insurance counsel, criminal prosecution, matters in which Attorneys have a conflict, or matters assigned to other counsel by the Mayor.

SECTION 2. RESPONSIBILITIES OF ATTORNEYS AND CLIENT.

Attorneys will perform the legal services called for under this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorneys, keep Attorney reasonably informed of developments, and timely make any payments required by this Agreement.

SECTION 3. COMPENSATION.

- A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A. Attorneys will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. Attorneys will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: attending meetings, conferences and court appearances; preparing for and participating in depositions; reviewing and preparing correspondence and legal documents; performing legal research and writing legal opinions; drafting of court papers, ordinances, and resolutions and engaging in telephone conversations. Attorneys will charge for their reasonable travel time at Attorneys' normal hourly rates. When two or more of Attorneys' personnel are engaged in working on a matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.
- B. If applicable, Client will pay Attorneys for services related to public records pursuant to the fees listed in Exhibit A and as further defined below:
 - i. Attorneys shall be compensated at the "Attorney" hourly rates for reviewing public records for responsiveness and exemptions, redacting exempt records, reviewing exemption logs, and providing legal advice related to Public Records Act (Ch. 42.56 RCW) compliance.

- ii. Attorneys shall be compensated at the “Public Records Processing” rate for services such as, but not limited to, converting and deduplicating files, preparing exemption logs, downloading and transmitting files to and from Client, and other tasks typically performed by the Public Records Officer that do not call for the independent legal judgment of Attorneys.
- C. Attorneys will review their hourly rates once per year. If, while this Agreement is in effect, Attorneys implement an increase in the hourly rates being charged to clients, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to Client. If Client declines to accept the increased rates, the parties may negotiate an alternate rate, or Client may terminate this Agreement by written notice effective when received by Attorneys, provided Client executes and returns a substitution-of-attorney form immediately on its receipt from Attorney if Attorneys are Client’s attorney of record in any proceeding.

SECTION 4. COSTS.

- A. Client will pay all costs in connection with Attorneys’ representation of Client under this Agreement. Costs may be advanced by Attorney and then billed to Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, messenger service fees, postage fees, photocopying expenses, and process server fees.
- B. Attorneys shall not charge Client for mileage nor for long-distance telephone charges. In addition, Attorneys shall not charge Client for legal research fees incurred by Attorneys as part of their standard use of any online legal research database. Extraordinary legal research costs may be billed to the Client upon Client’s approval.

SECTION 5. STATEMENTS

- A. Attorneys shall render to Client a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Client funding categories or to track project costs, or such other basis as the Client may direct. Reimbursable costs shall be separately itemized.
- B. Payments shall be made by Client within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Client with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the rate of 12% per annum.

SECTION 6. INDEPENDENT CONTRACTOR

Attorneys shall perform all legal services required under this Agreement as an independent contractor of Client, and shall remain, at all times as to Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Client, nor any of its employees, shall have any control over the manner, mode, or means by which Attorneys, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth and as required by the rules of professional conduct applicable to Attorneys. Client shall have no voice in the selection, discharge, supervision or control of Attorneys' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

SECTION 7. INSURANCE.

Attorneys shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Attorneys shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Attorneys to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to Attorneys to correct the breach, immediately terminate the contract.

SECTION 8. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT:

City of Edgewood
Attn: Mayor
2224 104th Avenue East
Edgewood, WA 98372

ATTORNEYS:

Madrona Law Group, PLLC
14205 SE 36th Street
Suite 100, PMB 440
Bellevue, WA 98006

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

SECTION 9. TERM

- A. This Agreement shall be effective upon mutual execution by the parties, and shall remain in full force and effect until terminated by either party hereto. Client may discharge Attorneys at any time. Attorneys may withdraw from Client's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon thirty (30) days' notice to Client.
- B. In the event of such termination or withdrawal, Client will pay Attorneys professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation.

SECTION 10. CONFLICTS

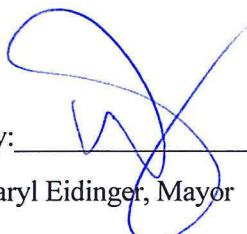
Attorneys have no present or contemplated engagements which are adverse to the Client. Attorneys agree that they shall not represent any other client in a matter (either litigation or non-litigation) in which Attorneys' representation would be adverse the Client. If, in the future, the Client asks Attorneys to represent the Client in a matter that is adverse to another current or former client of Attorneys, Attorneys will determine whether and under what circumstances Attorneys may undertake such representation and, if appropriate, seek informed consent(s) from affected parties.

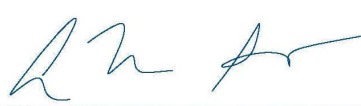
SECTION 11. GENERAL PROVISIONS.

This Agreement sets forth the entire agreement of the parties. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Washington. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

CITY OF EDGEWOOD

MADRONA LAW GROUP, PLLC

By: 
Daryl Eiding, Mayor

By: 
Ann Marie Soto, Member

Dated: 25 NOVEMBER 2019

Dated: 11/25/19

ATTEST:

By: Rachel Pitzel

Rachel Pitzel, City Clerk

Dated: 11/25/19

EXHIBIT A
MADRONA LAW GROUP, PLLC
2019-2020 HOURLY RATES

ATTORNEYS:

Eileen M. Keiffer	\$230
David A. Linehan	\$300
Kim Adams Pratt	\$300
Ann Marie J. Soto	\$230
Rachel B. Turpin	\$230

STAFF:

Paralegal	\$130
Legal Assistant	\$75
Public Records Processing	\$130



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: 2020 Final Budget	Agenda Item #:		AB19-0566
	For Agenda of:		December 10, 2019
	Prepared by:		Dave Gray
ATTACHMENTS (list): ☒ Ordinance No. 19-0566 and Exhibit A (2020 Salary Schedule)			
Approval of Materials:			
Mayor, Daryl Eiding	☒	Expenditure Required:	\$35,311,015
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	To be Appropriated
Interim City Attorney, Ann Marie J. Soto	☒	Timeline: Study Session Discussion 12/3/19 Regular Council Meeting Action 12/10/19	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☐		
Public Works Director, Jeremy Metzler	☒		
Information Technology Director, Matthew Ray	☐		
Police Chief, Micah Lundborg	☐		
Fiscal Note/Consideration: The 2020 Budget Ordinance, which reflects the fund totals for the line item budget rolled up into the “Waterfall” model including fund transfers of \$5,320,283. Fund transfers increase spending and income values in each fund. Expense increases in the fund the transfer comes out of, incomes increase in the fund the transfer goes into. This has the effect of increasing the “total” budget by the aggregate of the funds being moved around between funds. The total budget ordinance is \$35,311,015.			
SUMMARY STATEMENT: A draft budget ordinance was presented at the December 3, 2019 study session in preparation for action at tonight’s regular council meeting. Post action, staff will complete the final budget including the roll up “Waterfall” model, line item Revenue & Expenditures Budgets, Transfers, Labor Models, Capital Improvement Plan Funding Page, Budget in Brief for quick public understanding of Sources & Uses within the City and some charts and graphs for historical comparison.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 19-0566, adopting the Budget and Salary Schedule for the 2020 Fiscal Year.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Move to adopt 2) Forward to Study Session for further review			

ORDINANCE NO. 19-0566

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADOPTING
THE BUDGET AND SALARY SCHEDULE FOR THE 2020
FISCAL YEAR PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, State law, Chapter 35A.33 RCW, requires the City of Edgewood adopt an annual budget and provides procedures for such; and

WHEREAS, a preliminary budget for the fiscal year 2020 has been prepared and filed in the Office of the City Clerk for the City of Edgewood; and

WHEREAS, the City Council of the City of Edgewood held public hearings on November 12th and November 26th, 2019 regarding the proposed budget and revenues and has deliberated and made adjustments and changes deemed necessary and proper;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. 2020 Budget Adoption and Funds Appropriated. The 2020 Annual Budget for the City of Edgewood, Washington, on file in the Office of the City Clerk, covering the period of January 1, 2020 through December 31, 2020, with regular revenues and unencumbered fund balances of \$35,311,015 and expenditures and ending fund balances of \$35,311,015, is hereby approved and adopted. The respective amounts for the several funds of the City of Edgewood are hereby fixed and adopted as follows:

<i>Fund Name</i>	<i>Fund</i>	<i>Appropriated</i>
General Fund	001	\$12,478,773
Strategic Reserve Fund	005	\$1,491,071
Street Fund	101	\$1,262,034
Park Impact Fee Fund	110	\$2,594,964
Traffic Impact Fee Fund	111	\$3,439,002
Municipal Capital Reserve (REET1) Fund	130	\$314,361
Municipal Capital Reserve (REET2) Fund	132	\$649,431
Civic Center Debt Service Fund	201	\$429,248
LID No.1 Debt Service Fund	202	\$3,107,036
LID No. 1 Reserve Fund	203	\$715,504
Capital Parks Fund	310	\$3,471,002
Capital Roads Fund	340	\$1,865,467
Transportation Improvement Board Fund	350	\$918,635
Sewer Utility Fund	401	\$285,854
Surface Water Utility Fund	410	\$2,036,271
Equip. & Facility Reserve Fund	501	\$252,362
<i>Total</i>		<i>\$35,311,015</i>

Section 2. 2020 Salary Schedule. The 2020 Salary Schedule for authorized positions, attached hereto as Exhibit A of this Ordinance, is hereby adopted by reference.

Section 3. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of final passage. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 10TH DAY OF DECEMBER, 2019

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Interim City Attorney, Ann Marie J. Soto

Date of Publication: December 12, 2019

Effective Date: December 17, 2019

EXHIBIT "A"

ORDINANCE 19-0566 - 2020 BUDGET

CITY OF EDGEWOOD

SALARY RANGE PLAN

2020 Wage Rate, AWC Comp Adjusted to 2018 Wage + 1.8% for 2019 COLA

FULL TIME CLASSIFICATIONS:		2020 Monthly Wage Range				
	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
FT-19-01	Administrative Assistant	\$4,389	\$4,538	\$4,688	\$4,838	\$4,987
FT-19-02	Public Works Maintenance Tech	\$4,824	\$4,989	\$5,153	\$5,317	\$5,482
FT-19-02	Accounting Tech	\$4,824	\$4,989	\$5,153	\$5,317	\$5,482
FT-19-03	Public Works Maintenance Tech II	\$5,029	\$5,201	\$5,372	\$5,544	\$5,715
FT-19-04	Permit Coordinator	\$5,461	\$5,647	\$5,833	\$6,020	\$6,206
FT-19-04	Planning Technician	\$5,461	\$5,647	\$5,833	\$6,020	\$6,206
FT-19-04	ROW Inspector	\$5,461	\$5,647	\$5,833	\$6,020	\$6,206
FT-19-04	Parks Maintenance Lead	\$5,461	\$5,647	\$5,833	\$6,020	\$6,206
FT-19-05	Field Supervisor	\$6,128	\$6,337	\$6,546	\$6,755	\$6,964
FT-19-05	Engineering Tech	\$6,128	\$6,337	\$6,546	\$6,755	\$6,964
FT-19-05	Associate Planner	\$6,128	\$6,337	\$6,546	\$6,755	\$6,964
FT-19-05	Code Compliance Specialist	\$6,128	\$6,337	\$6,546	\$6,755	\$6,964
FT-19-06	Communications Coordinator/Deputy City Clerk	\$6,722	\$6,952	\$7,181	\$7,410	\$7,639
FT-19-06	Combination Inspector	\$6,722	\$6,952	\$7,181	\$7,410	\$7,639
FT-19-07	Associate Engineer	\$6,954	\$7,191	\$7,429	\$7,666	\$7,903
FT-19-08	Accounting Manager	\$7,009	\$7,248	\$7,487	\$7,726	\$7,965
FT-19-08	Office Manager	\$7,009	\$7,248	\$7,487	\$7,726	\$7,965
FT-19-08	Information Technology Manager	\$7,009	\$7,248	\$7,487	\$7,726	\$7,965
FT-19-08	Building Inspector/Plans Examiner	\$7,009	\$7,248	\$7,487	\$7,726	\$7,965
FT-19-09	Senior Planner	\$7,283	\$7,531	\$7,780	\$8,028	\$8,276
FT-19-10	Building Official	\$7,990	\$8,262	\$8,535	\$8,807	\$9,080
FT-19-11	Senior Engineer	\$8,404	\$8,690	\$8,977	\$9,263	\$9,550
FT-19-11	Public Works Superintendent	\$8,404	\$8,690	\$8,977	\$9,263	\$9,550
FT-19-12	City Engineer	\$9,035	\$9,343	\$9,651	\$9,959	\$10,267
FT-19-13	Information Technology Director	\$9,964	\$10,304	\$10,644	\$10,983	\$11,323
FT-19-13	City Clerk/ HR Director	\$9,964	\$10,304	\$10,644	\$10,983	\$11,323
FT-19-13	Public Works Director, PE	\$9,964	\$10,304	\$10,644	\$10,983	\$11,323
FT-19-13	Community & Economic Development Director	\$9,964	\$10,304	\$10,644	\$10,983	\$11,323
FT-19-13	Finance Director	\$9,964	\$10,304	\$10,644	\$10,983	\$11,323
FT-19-14	City Attorney	\$10,850	\$11,219	\$11,589	\$11,959	\$12,329
FT-19-14	Assistant City Administrator	\$10,850	\$11,219	\$11,589	\$11,959	\$12,329

All Steps are 3% lower than the higher step. All Comparables are at step 5 (AWC averages are step 5).

All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Public Works Office Trailer	Agenda Item #:		AB19-049
	For Agenda of:		December 10, 2019
	Prepared by:		Jeremy Metzler
ATTACHMENTS (list):			
Approval of Materials:			
Mayor, Daryl Eiding	☐	Expenditure Required:	<u>NTE \$75,000</u>
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	<u>\$0</u>
Interim City Attorney, Ann Marie J. Soto	☐	Timeline: <u>Study Session Discussion 12/3/19</u> <u>Regular Council Meeting Discussion 12/10/19</u>	
City Clerk/HR Director, Rachel Pitzel	☐		
Community & Economic Development Director, Darren Groth	☐		
Public Works Director, Jeremy Metzler	☒		
Information Technology Director, Matthew Ray	☐		
Police Chief, Micah Lundborg	☐		
Fiscal Note/Consideration:			
The estimated cost for the new 12'x40' office with restroom, delivered and installed, is approximately \$68,700 including sales tax. For the used 10'x32', the estimated total is closer to \$40,000 including tax. There are additional fees for utility connections. These are one-time costs associated with installation, and we expect this to serve up to a ten-year useful life.			
SUMMARY STATEMENT:			
Due to a number of factors, City Hall is operating at capacity and there is an immediate need for additional office space to house City staff. The Public Works department, specifically those who work predominantly in the field, are most readily relocatable. Under the Mayor's direction, staff has identified the area behind the existing garage just north of City Hall as the ideal location for a mobile office. Staff would like to bring back the resolution authorizing the Mayor to execute an agreement with DesignSpace Modular Buildings to acquire and install a mobile office building for Public Works staff, in an amount not to exceed \$75,000 (including sales tax) at the next special council meeting for consideration on December 17, 2019. Any additional costs to connect utilities will be covered through a separate Public Works contract under the Small Works Roster.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Hold a discussion and provide staff guidance regarding the acquisition of a mobile office building to house Public Works staff.			
ALTERNATIVES TO RECOMMENDED ACTION:			
1) Move to the next special council meeting under the consent agenda 2) Forward to another Study Session for further review			



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Call Out and Emergency Pay IAAC (Internal Accounting & Administrative Controls)	Agenda Item #:		AB19-050
	For Agenda of:		December 10, 2019
	Prepared by:		Rachel Pitzel
ATTACHMENTS (list): ☒ Draft IAAC (Internal Accounting & Administrative Controls) ☒ Examples of Fife, Puyallup and Sumner CBA Language			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	<u>Emergency Basis</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$4,000.00*</u>
Interim City Attorney, Ann Marie J. Soto	☐	Timeline: Study Session Discussion 12/3/19 Regular Council Meeting Discussion 12/10/19 Special Council Meeting Action 12/17/19	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☒		
Public Works Director, Jeremy Metzler	☒		
Information Technology Director, Matthew Ray	☒		
Police Chief, Micah Lundborg	☐		
*For Streets, Parks & Surface Water Funds Each			
Fiscal Note/Consideration:			
SUMMARY STATEMENT: City staff would like to propose the following changes be implemented during inclement weather. It is the city's goal to provide clear guidance on staff responsibility and to fairly compensate staff during periods City Facilities are closed or operating on limited hours or providing limited services due to circumstances beyond their control. The process proposed in the IAAC, with the Council and Mayor's approval, will allow staff the ability to implement these procedures moving forward, and will be placed in the new Personnel Manual, which will be presented to Council for approval in 2020. Attached are examples of CBA's from Fife, Puyallup and Sumner- each document has highlighted pages reflective of the proposed IAAC for Call Out and Holiday pay: Fife: - Page 7 – Article IX- Holidays – 9.2 - Page 14- Article XIV – Emergency Call-In and Standby – 14.1 Sumner: - Page 18 – Article 18 - Scale of Wages/Hours of Work – 14.3 (4)- Call Out - Page 19 – Article 18 - Scale of Wages/Hours of Work – 14.4 Puyallup: - Page 7 – Article 10 – Holidays – 10.3 – Holiday Pay - Page 18 - Article 18 – Overtime and Standby Pay – 18.2			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Hold a discussion and provide staff guidance regarding the proposed IAAC. ALTERNATIVES TO RECOMMENDED ACTION: 1) Move to the next special council meeting under the consent agenda 2) Forward to another Study Session for further review			

IAAC (INTERNAL ACCOUNTING & ADMINISTRATIVE CONTROLS)

IAAC NO. _____

Revised: 2019

Approved:

STAFF PROCEDURES DURING CITY FACILITY CLOSURE & MODIFIED HOURS OF OPERATION

Purpose:

It is ~~the~~ City's ~~p~~Policy to remain open for business to the public Monday through Friday 8:30-~~AM~~~~am~~ through 5:00-~~PM~~~~pm~~ except on published holidays ~~or~~ and during posted training periods. ~~At times in~~ Addition inclement, inclement weather or other emergency events may occur that will require closure or restricted service activity to the public with limited notice.

It is the intent of the City to provide clear guidance ~~on for all staff members regarding their responsibility responsibilities during those periods and to fairly compensate staff during periods~~ City Facilities are Hall is closed or operating on ~~limited hours Restricted Service Activity or providing limited services~~ due to circumstances beyond their control. It is also the intent of the City to provide fair compensation to staff members when City Hall is closed or operating on Restricted Service Activity. Where extraordinary circumstances warrant, due to weather or other unforeseen business interruption, the City reserves the right to close or otherwise modify access to ~~or~~ services provided in the City Facilities. This activity will likely effect staff members schedules dramatically. Should this occur, this IAAC serves as a guideline for managing staff activity, rates of pay, communication responsibilities, and the posting of notices.

Process:

The Mayor, or specified designee, will make an announcement at the earliest reasonable time on or before an inclement weather or emergency event. Staff Notice will be an all staff text containing an "Inclement Weather" or "Emergency" ~~Notification~~ notification. It will also identify ~~what which~~ City Offices are closed, or delayed in opening or whether the city made other any modifications to normal City Hall hours of operation and/or City services to be provided. The City's Communications Coordinator or designee, will post the announcement notification on the city's City's website and social media outlets for Public or Emergency Notice purposes as soon as reasonable after receipt of the Staff Notice.

~~Regardless of w~~Whether the facility City Hall remains open or closed for business, it is the responsibility of each employee's decision staff member to determine if they can safely arrive at work ~~under the conditions~~. Each ~~employee staff member is responsible to will~~ contact the individual identified in the ~~notice notification~~ text and their Supervisor or Director of their status upon receipt of the Staff ~~or~~ Emergency Notice.

Facility City Hall Closed or on Restricted Service Activity Limited Work Schedule:

Upon notification ~~If the facility City Hall is announced to be closed~~ all staff members will receive ~~regular~~ straight time pay for the hours of closure.

Employees who elect to not report to work during the time City Hall is open may use vacation, compensatory time or flex time. Working from home qualifies as time worked if it was approved prior to the event.

If City Hall is delayed in opening, staff members may elect to not report to work that day, and must use leave balance to make up a full workday for the time City Hall was open for business.

~~Employees who elect to not report to work during the time the facility is open for business will burn leave bank.~~

Facility-City Hall Closed Early:

On days when weather conditions worsen as the day progresses, the Mayor or designee may ~~decide to close the office-City Hall early~~. ~~Employees-Staff members~~ will be expected to remain at work until they receive permission from ~~the Mayor or designee, their department head to do otherwise~~. ~~Employees-Staff members~~ will receive ~~regular-straight time regular~~ pay for the rest of their normal workday.

Call Out, Callback and Emergency "All-Hands" Rotation Schedule:

Call Out, Callback and Emergency pay is used to compensate employees for unexpected emergent events. It does not apply to scheduled overtime or holiday work (see overtime).

For non-exempt (hourly) staff members who ~~are deemed Essential Employees, i.e., Public Works, communications, emergency management, and~~ are called-out, called back, or placed on an emergency "All-Hands" rotation schedule to provide necessary services to the public after completing their regular work dayshift, or who are called to work on a day off or during a period day City Hall has been closed, shall be paid a minimum of four (4) hours pay at double time. Double time occurs for all time worked following a call out until the beginning of the employees regular workday schedule begins (reverts to straight time pay), or in the case of a rotating "all hands" event, less there is a break of at least 12 hours in-between shifts.

Staff members are required to notify their supervisor or check-in upon arrival at a designated location. Pay begins from this point. Remote work that does not require reporting in person will be paid for either a one (1) hour minimum call out or their actual time worked, whichever is greater.

Definitions:

Authorization of Overtime, Double-Time, and Compensatory Time: All overtime, double-time and emergency pay must be authorized in advance by the Mayor, Assistant City Administrator, or the staff member's respective department director, except in cases of emergency. Self-launching designated essential personnel may expect to be compensated at applicable defined rates until notified otherwise by their department director.

City Hall: includes the building and facilities owned and operated by the City of Edgewood municipal corporation.

Compensatory Time: Non-exempt employees entitled to overtime pay may request compensatory time be banked as an alternative to overtime or double-time cash payment. This is approved on a case-by-case basis, and is at the discretion of the Department Head. The City is not required to grant compensatory time as an alternative to cash payment. The accrual bank is credited at the overtime or double-time rate for each hour worked. Cash payment for overtime or double-time is required after an employee attains 40 hours banked compensatory time. Employees may use compensatory time in the same manner as vacation time.

Double-time: Double-time shall be compensated at the rate of two times the regular straight time pay. Double-time pay is designed to compensate employees for work performed for extraordinary circumstances such as afterhours call-out, call back or times when employees are working employer mandated inclement weather or emergency shifts on a rotating "All-Hands" schedule. During events covered by double-time pay an employee receiving regular pay (Holiday or Facility Closure Pay) will receive regular pay in addition to double-time pay.

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Emergency Notice: Communication to all staff members and the public of an emergency event occurrence. May include advisory information or specific instructions, e.g., shelter in place, evacuate, resource availability, communication channels.

Essential Employees: those staff members determined by the Mayor to provide necessary services during inclement weather or emergency incidents.

Holiday Pay: Non-exempt, benefit-eligible employees will be paid eight (8) hours for the holiday plus overtime time for actual time worked or a minimum of four (4) hours, whichever is greater. A holiday shall be considered eight (8) hours worked for the purpose of computing overtime. [Scheduled Holiday pay is 2.5 times the straight time pay rate for hours worked.](#)

Mayor: the elected Mayor or, in succession, the City Administrator, Assistant City Administrator, HR Director, Police Chief, other department director.

Overtime: Overtime shall mean all time worked in excess of a forty (40)-hour workweek or the equivalent modified normal work schedule. Use of sick leave, vacation leave, holiday leave, or compensatory time shall constitute time worked for the purposes of calculating overtime. Overtime shall be compensated at the rate of one-and-one half (1 ½) times the employee's regular straight time hourly rate of pay.

Public Notice: Communication directed to the public of City Hall closures or Restricted Service Activity.

Restricted Service Activity: City Facilities may be closed for normal business activities while open for specific public services such as a "warming or cooling center" or to otherwise provide some limited service to the public during emergency events.

Staff Notice: Communications directed to staff for communicating changes to the normal working schedule of City Facilities, i.e., City Hall closures or modified hours of operation or limited service delivery to the public. Individual staff schedules identified essential personnel and other staff specific information may be included.

Straight Time Pay: the typical rate of pay for any given staff member.

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF FIFE
AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO, DISTRICT
LODGE NO. 160 AND LOCAL LODGE NO. 297 (IAMAW)

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COLLECTIVE BARGAINING AGREEMENT

CITY OF FIFE – I.A.M.A.W.

ARTICLE I – GENERAL

1.1 Parties. This Agreement, for reference purposes only, is dated the __ day of December, 2013, and is entered into between the City of Fife, a municipal corporation herein referred to as the City, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, Local Lodge No. 297, herein referred to as the “Union”, representing the City of Fife employees, herein referred to as “Employees”.

1.2 Public Employees. The Employees of the City of Fife are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

1.3 Term of Agreement. The effective date of this Agreement shall be January 1, 2014, and shall continue in effect through December 31, 2019.

ARTICLE II – UNION RECOGNITION

2.1 Union Recognized. The City recognizes the Union as the exclusive bargaining representative for all employees designated by Public Employment Relations Commission Certification No. 3206.

2.2 Intentionally left blank.

2.3 Classification Not Guaranteed.

- (a) The City reserves the right to add new job classifications, eliminate old job classifications, and change job titles.
- (b) The City shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.
- (c) Should the City establish a new classification during the term of this Agreement, it shall establish wage rates for the classifications or requirements of other classifications with the facility. Before putting these

wage rates into effect, the City will discuss them with the Union and attempt to arrive at mutual agreement on wage rates for the new classification. If no agreement is reached, the City shall implement its previously determined wage rate. The implemented wage rate may be subject to the grievance procedure.

- (d) If a job classification is eliminated the displaced employee shall be entitled to exercise his seniority rights pursuant to the terms of this Agreement. If a job title is changed the City will promptly notify the Union of the change.

2.4 Integrity of the Bargaining Unit. Should the City desire to contract out work normally done by the bargaining unit, the City will provide the Union no less than sixty (60) working days notice in writing. At the Union's request, the City agrees to discuss with the Union Committee the reasons for contracting out the work and negotiate the potential effects on employees. The City will provide the Union with a reasonable opportunity to review relevant and necessary data regarding the reasons for contracting out the work.

ARTICLE III – UNION SECURITY

3.1 All employees covered by this Agreement shall maintain membership in the Union as a condition of employment except as provided in Section 3.2 of this Agreement. New full time employees shall, within thirty-one (31) days following regular employment, join the Union. New regular part time employees shall, within 61 days following regular employment, join the Union.

3.2 In accordance with R.C.W. 41.06.150, in order to safeguard the right of non-association of public employees, based on bona fide religious tenets or teachings of a church or religious body of which such public employee is a member, such public employee shall pay to the Union, for purposes within the program of the Union as designated by such employee that would be in harmony with his or her individual conscience, an amount of money equivalent to regular Union dues minus any included monthly premiums for Union-sponsored insurance programs, and such employee shall not be a member of the Union but is entitled to all the representation rights of a Union member. Employees who would be covered by this Agreement but who have withdrawn from or otherwise refused to join the Union prior to the effective date of this Agreement shall not be required to maintain membership in the Union, otherwise join the Union, or pay any monies to the Union as a condition of employment.

3.3 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union.

3.4 The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) calendar days' notification of

the Union's intent to initiate discharge action. During this period, the employee may make restitution in the amount which is overdue.

ARTICLE IV – UNION DUES

4.1 The City agrees to deduct monthly dues required of the employees in the bargaining unit who voluntarily execute a wage Assignment Authorization form. The City will deposit the balance of such dues and shop initiation fees with the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge No. 160, 9135 15th Place South, Seattle, Washington 98108. Upon issuance and transmission of such dues and initiation fees to the Union, the City's responsibilities shall cease with respect to such deductions.

4.2 A Union member desiring to revoke the dues checkoff may do so by written notice to the City at any time during the ten-day period prior to the annual anniversary date of this Agreement, and each year during the life of this Agreement.

4.3 The formula for calculating Union dues shall be uniform in nature for each employee in accordance with the provisions of the Bylaws of Local Lodge 297 and the Constitution of the International Association of Machinists and Aerospace Workers in order to ease the City's burden of administering this provision. Regarding regular part-time employees, it is acknowledged that the Union will determine the proportions of the regular monthly dues payable to the Union by such employees.

4.4 If the employee has no earnings due for a pay period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the City thirty days written notice of any such change in the amount of uniform dues to be deducted.

4.5 The Union and employee shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made the Union shall refund directly to the employee any such amount.

ARTICLE V

Intentionally left blank.

ARTICLE VI – SENIORITY

6.05 Definitions. Seniority shall be defined as the length of continuous service with the City including the employee's probationary period as defined in paragraph 6.3. Any bargaining unit employee promoted to a management position within his/her department will continue to

accrue seniority with the City while assigned to that department, however seniority within the bargaining unit shall not continue to accrue for more than six (6) months while the employee remains in a management position. Provided, however, that this provision shall not apply to employees holding an "acting" management position.

6.1 The City shall establish and post a seniority list each calendar quarter. Copies of this list shall be submitted to the union Business Representative. The order of seniority shall be based on the hire in or rehire date of employment whichever is later. Any errors or objections to the seniority list as established shall be reported to the appropriate Department Director. The grievance procedure will settle all disputes. The time limit for filing the grievance shall run from the time the seniority list is posted.

- (a) Seniority will be given consideration along with other requirements of the City in filling job vacancies, promotions and vacation schedules. Seniority shall apply when qualifications are equal.
- (b) All job openings shall first be attempted to be filled from current City employees, however the City may, in its sole discretion, simultaneously advertise externally. Except in exigent circumstances the City agrees to post for three (3) days any job opening. An employee must submit, in writing, their application within said three (3) day period. Any employee who is chosen to fill a job opening shall be considered a probationary employee under Article 6.3. Provided, however, prior to the filling of the position from which the employee transfers the employee shall have the right to return to his/her former position, with no loss in seniority.

6.2 An employee shall lose seniority for any of the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended in writing by the City and the employee;
- (d) Exceeding a leave of absence (unless excused in writing);
- (e) Giving a false reason for obtaining a leave of absence;
- (f) Accepting employment while on leave of absence unless agreed to in writing by the City, with a copy of such writing to be sent to the Union;
- (g) Retirement.

6.3 A new employee is on probation during his/her first six (6) months and will have no seniority rights during that period. The City shall provide the employee with an oral review of

his/her work performance after three (3) months. The Union may not question the discipline or dismissal of any probationary employee nor shall the dismissal be the subject of a grievance. The probationary period may be extended on a case by case basis by written agreement between the Union, the City and the Employee. After six (6) months an employee's seniority shall date back to the day on which his/her employment began.

6.4 In the event of economic layoff, within each classification the last employee hired shall be the first laid off and the last employee laid off shall be the first rehired. This procedure is to be followed for a period of one year following the date of layoff. If the City intends to rehire after an economic layoff, it shall send notice of its intent to rehire to all employees that were laid off as a result of economic circumstances. That notice shall be sent certified mail to the last known address contained in the City records. The laid off employee shall have five (5) days from his/her receipt of the notice to advise the City, in writing, that he/she intends to accept the offer of rehire. He/She shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days from receipt of the Notice of Intent to Hire, whichever is later; provided, however, the City shall have no obligation to rehire said laid off employee if he/she is no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-probationary employee within the position, or does not provide the City with his/her current address and the Notice of Intent to Hire is returned unopened, or he/she fails to provide the City with written notice of acceptance within the five (5) day deadline referred to above. Provided, however, there shall be no seniority carried forward for the first sixty (60) days in any new job classification as it relates to in class layoffs in the new classification during said sixty (60) day period. Provided, further, any person who is placed in a new job classification and then is laid off within sixty (60) days of the reclassification shall have the right to be reassigned to his/her previous job classification.

6.5 Layoffs or non-disciplinary demotions will be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. If separation from lower seniority job is less than 12 months, employees shall not accrue seniority while on layoff; seniority list will be adjusted accordingly. If a job classification is eliminated or no longer utilized, then the displaced employee may use his/her seniority to bump a less senior employee within the same department, provided the displaced employee at the time of exercising his/her bumping rights meets all the minimum job qualifications.

ARTICLE VII – BULLETIN BOARDS

7.1 The City agrees to provide suitable space for Shop Stewards to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is of a non-political, non-inflammatory nature. The Union shall provide a copy of all postings to the City at least two hours prior to posting, unless approved for immediate posting by the appropriate Department Director. The Union will remove all dated material. All costs incident to preparing and posting the Union's material will be borne by the Union and the Union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.


CITY


UNION

ARTICLE VIII – VACATIONS

8.1 Regular Full-Time Employees. Vacation shall be ninety-six (96) hours after one year of continuous service for regular full-time employees. The first forty (40) of the ninety-six (96) hours shall be credited to the employee upon the successful completion of the six (6) month probationary period set forth in Article 6.3 of this Agreement, and the remaining fifty-six (56) hours shall be credited on his/her first “anniversary date.” If the employee’s probationary period is extended, he/she shall not be credited with any vacation hours unless and until he/she successfully completes his/her probationary period. If an employee fails to successfully complete his/her probationary period, he/she shall not be credited with any vacation hours, nor shall he/she receive any cash payment for vacation hours upon termination of employment unless his/her probationary period is extended beyond twelve (12) months. In that event, he/she shall be credited with 96 hours of vacation on his/her first anniversary date if he/she is otherwise eligible to receive vacation.

- (a) There shall be an additional eight (8) hours of vacation for every completed year of continuous service up to a maximum of two hundred forty (240) hours vacation per year. Provided, however, during the course of the year, an employee’s total vacation accumulation may exceed 240 hours. If the employer approves vacation for an employee and the employer subsequently rescinds the approval without sufficient time for the employee to use the vacation before the employee’s employment anniversary date, then the employee shall be entitled to cash out on the anniversary date for the portion of the rescinded vacation hours that are use or lose hours. The cash out shall be at straight time rate.
- (b) Employees may take vacation in half-hour increments.
- (c) Vacation shall accrue on a monthly basis beginning on an employee’s “anniversary date”, which accrual shall be available for use by the employee, subject to scheduling, immediately upon accrual. “Anniversary date” means the one (1) year anniversary of the date an employee is first hired for a regular position and has performed one (1) year of continuous regular full-time employment. “Anniversary date” is distinguished from an employee’s “in-position date”, which shall mean the date upon which the employee is promoted or placed into his/her current position. For example, if an employee is hired on January 1, 2008 his/her “anniversary date” shall be January 1st of each year after 2008 (provided the employee has been employed on a continuous regular full-time basis). If this same employee is promoted to another position on March 15, 2010, his/her “in-position date” shall be March 15, 2010 in regard to current promoted position.

8.2 Regular Part-Time Employees.

Regular part-time employees shall receive vacation at one half the full time employee accrual rate, but with the same accumulation maximum.

- (a) Regular part-time employees who work at least forty (40) hours in a pay period shall be eligible to accrue vacation for that pay period.
- (b) Eligible regular part-time employees shall accrue vacation at the rate of one (1) hour for every twenty-one (21) hours worked in the respective pay period.
- (c) Except as provided in Article 8.2, regular part-time employees' use of vacation shall be subject to the same rules, procedures, and policies applicable to full-time employees.

ARTICLE IX – HOLIDAYS

9.1 All regular full-time employees shall be entitled to compensation for thirteen (13) eight (8) hour holidays per year as listed below:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
The day following Thanksgiving
The day before Christmas
Christmas Day
2 Floating Holidays

The above legal holidays will be celebrated on the date proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement between the employee and the City. As stated in Article 9.3, new employees may only use their floating holidays after the successful completion of their probationary period. Regular part-time employees shall receive a four (4) hour floating holiday.

9.2 Time and a half (1-1/2) the employee's straight time hourly rate of pay in addition to holiday pay will be paid for scheduled work performed on a holiday or compensatory time off at the time and a half (1-1/2) rate, whichever is mutually agreed to between the City and employee. In addition, employees shall receive double time (or compensatory time off at the rate of double time) for work performed on Christmas Day or Thanksgiving Day in addition to holiday pay. The employee may accumulate not more than eighty (80) hours compensatory time. The use of accumulated compensatory time shall be scheduled by agreement with the City.

9.3 Eligibility.

(a) Regular Full-Time Employees.

(1) Regular full-time employees will be immediately eligible for all holidays except the "floating holidays". New regular full-time employees will become eligible for the "floating holidays" after successful completion of the probationary period. Floating holidays for regular part-time employees are governed by the provisions of Section 9.1 above.

(b) Regular Part-Time Employees.

(1) Regular part-time employees shall receive four (4) hours of holiday pay per holiday.

(c) In addition to the other eligibility requirements set forth in this Article, an employee must be on the City payroll on the regular workday immediately preceding and immediately succeeding the scheduled holiday in order to be eligible for holiday pay.

ARTICLE X – SICK LEAVE AND BEREAVEMENT LEAVE

10.1(a) Sick leave for regular full-time employees for non-duty connected injury or illness shall be computed at the rate of eight (8) hours per month up to ninety-six (96) hours each year with a maximum accumulation of 1,600 hours. Sick leave for regular part-time employees for non-duty connected injury or illness shall be computed at the rate of one hour for each twenty-one (21) hours worked up to ninety-six (96) hours each year with a maximum accumulation of 800 hours. Such leave shall be granted upon application before or within a reasonable time after the absence, depending upon the circumstances of each case. If an injury or unforeseen illness occurs during vacation, sick leave may be used in lieu of vacation upon a physician's written approval. Sick leave for new members shall commence accumulating at date of entry in the department. Upon termination for any reason, a regular employee shall be paid for his/her actual accumulated sick leave pursuant to the following formula:

1st 400 hours at 25%
2nd 400 hours at 50%
3rd 400 hours at 75%

Employees shall not receive any compensation for accumulated sick leave in excess of 1600 hours for full time and 800 hours for part time.

Such pay shall be considered severance pay.

10.1(b) As an incentive for those employees who do not use sick leave, any regular employee not using sick leave in any calendar year shall be given a bonus of 16 hours pay for full time

employees and 8 hours pay for part time employees, to be paid in the first pay period in January of the following year. A person that has used one day or less sick leave in any calendar year shall be given a bonus of 8 hours pay for a full time employee and 4 hours of pay for a regular part time employee, to be paid in the first pay period in January of the following year. The reference to “any calendar year” means the employee must work for a full twelve (12) months for the City preceding the first pay period each January in order to be eligible for the above-described bonus in this section.

10.1(c) If an employee accrues more than one thousand (1000) hours of sick leave, the employee shall have the straight-time hourly rate value of any excess accrued sick leave over one thousand (1000) hours automatically deposited into their HSA account on November 16th of each year during the term of this Agreement (accruals shall be measured as of November 1st of each year).

10.1(d) Employees may take sick leave in half-hour increments.

10.1(e) Sick leave may be used if an injury or unforeseen illness occurs to a member of the employee’s family. “Employee’s family” for purposes of sick leave shall mean: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, grandchild, or grandparent of the employee who has a serious health condition or an emergency condition. The Department Director may, in his/her sole discretion, authorize the use of sick leave for other emergent circumstances.

10.1(f) The City may require a doctor’s verification of illness should an employee request more than three consecutive shifts of sick leave.

10.1(g) Sick leave may also be used for any other purpose that is mandated by federal and/or state law relating to family leave and absences and/or where the City declares reporting to work is optional due to inclement weather.

10.2 When a regular full-time employee is absent from work on a scheduled work day because of death in the employee’s immediate family, the employee will be paid for such time up to a maximum of three (3) working days at the employee’s straight time rate for full time employees and 12 hours at the employee’s straight time rate for regular part time employees, except if the employee must leave the state of Washington (in which case an amount up to a maximum of five (5) working days at the full time employee’s straight time rate, and 20 hours at the regular part time employee’s straight time rate, will be paid). The employee shall be required to provide information substantiating the need for the leave prior to being granted the leave.

10.2(a) “Immediate family” of the employee for bereavement leave purposes shall be defined as employee’s spouse, parents, step-parents (may be substituted for a natural parent), parents-in-law, children, grandchildren, brothers, sisters, grandparents, or any resident of the employee’s household. Any person who legally stood *in loco parentis* of the employee when the employee was a child may be substituted for the biological parents of the employee for bereavement leave purposes.

10.3 Catastrophic Sick Leave Sharing.

10.3.1 Definition: A “catastrophic or severe medical condition, illness or injury” shall be defined as:

- (1) A physician-certified death imminent case; or
- (2) A medical condition, illness, or injury which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to:
 - (a) go on a leave of absence without pay in excess of ten (10) working days; or
 - (b) terminate City employment;
 - (c) and shall not include any mental, emotional or stress related medical condition, illness, claims or injuries, except for periods of hospitalization or institutional internment.

10.3.2 In the event there is an employee (or an immediate family member of the employee) that has been diagnosed with a qualifying catastrophic illness and other employees would like to dedicate their sick leave benefits or a portion thereof, the City will accept employees sharing sick leave dedicated to the employee with the catastrophic illness subject to the terms of the remainder of this section (10.3).

10.3.2(a) For purposes of section 10.3.2, “immediate family member” shall be construed to have the same definition as that of the “employee’s family” which is found in section 10.1(e) of this Agreement.

10.3.3 The employee does not have to be a member of the Union in order to receive sick leave under this section. In addition, Union members shall remain eligible to voluntarily donate shared leave to other City employees pursuant to City personnel policy 15.5.

10.3.4 To be eligible to receive shared leave, an employee must have diligently pursued and be found to be ineligible for state industrial insurance benefits or other disability benefits. For example, the employee must present official or certified copies of letters or forms filled out by him/her with the applicable state agency or insurance company which demonstrates their diligence in seeking applicable benefits. The employee will also be required to provide appropriate medical certification both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the subject condition. An employee may not receive more than a total of one hundred and twenty (120) days of shared leave throughout the employee’s employment with the City or ninety (90) days during a single occurrence of illness or injury.

10.3.5 An employee receiving shared leave will not accrue or be eligible to receive paid leave such as vacation, sick leave, or holiday leave. The shared leave being taken shall not be considered earned leave and thus other leave shall not accrue.

10.3.6 In order to be eligible to donate sick leave, an employee must have total accrued sick leave of greater than twenty (20) days. Only days in excess of the twenty (20) days may be donated. The donation of sick leave shall be made on a "day for day" basis, meaning that one (1) day of donated sick leave shall equate to one (1) day of sick leave being received by the subject employee. "One day" shall be equal to eight (8) hours for purposes of this section. Employees may donate sick leave under this section in increments of no less than one (1) hour (and, in that event, said donations shall be made on an "hour for hour" basis).

10.3.7 Prior to the use of shared leave, the employee must have abided by the City's Sick Leave Policy.

10.3.8 The City acknowledges that it will not, absent agreement from the Union, exercise its right to revoke section 10.3 during the term of this Agreement.

10.3.9 When accepting donated shared leave, the employee receiving the leave must agree, through execution of a form provided by the City, to reimburse to the City the amount of any retroactive or subsequent compensation he/she may receive from the Washington State Department of Labor and Industries, the Social Security Administration, or other similar agency for the time period covered by the donated shared leave as a result of the qualifying catastrophic or severe medical condition, illness or injury. The intent of this section is that the employee receiving the shared leave will not receive compensation in excess of what he/she would have earned if he/she were actively working for the City. The amount reimbursed by the subject employee will not exceed the amount paid to the employee through the shared leave donation program under this section. Any amount reimbursed to the City under this section will be redistributed on a roughly proportional basis, to the extent possible, to the employees who donated shared leave to the subject employee. The City shall have the sole discretion to determine proportionality.

ARTICLE XI – LEAVES OF ABSENCE

11.1 The City may, in its sole discretion, grant a regular employee a leave of absence without pay. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be in writing and signed by the City Manager or his/her designee. Upon the expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of the employee on written leave to report promptly at the expiration of leave shall be cause for discharge.

11.2 Maternity Leave shall be granted or denied in accordance with applicable federal and/or state law.

11.3 Military Leave. Every regular full-time employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps

Reserve of the United States, or of any organized reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the City his/her normal pay for a period not exceeding fifteen (15) working days from October 1st through September 30th of the following year.

11.4 Jury Duty. Employees who are required by due process of law to render jury duty service shall receive their regular pay during such period. If any payment is received for jury duty, such pay will be reimbursed to the City or deducted from the employee's paycheck. The City may petition the Court to excuse the employee from jury duty and the employee will cooperate with the City in processing the petition.

ARTICLE XII – WORK SCHEDULE

12.1 Regular Full-time Employees. Regular full-time employee means a position in which the employee regularly works eighty (80) hours per two-week period. The City and the employee may mutually agree in writing to a flex hour work schedule. Two part-time jobs simultaneously held by one employee in which the employee regularly works eighty (80) hours per two-week period shall be considered a full-time position for purposes of seniority, longevity and other benefits.

12.2 Regular Part-time Employees. No full-time employees shall be displaced by the use of part-time employees without first notifying the Union and offering the part-time position to the full-time employee being displaced. Hours will be scheduled by program needs, availability and seniority.

ARTICLE XIII – OVERTIME

13.1 Pyramiding. Whenever two or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

13.2 Report Time. Any employee who reports for work as directed shall receive a minimum of two (2) hours pay. No shifts for less than four (4) hours shall be scheduled unless the employee agrees to work less than a four hour shift in writing. If an employee reports for work as directed he shall receive pay for the actual shift scheduled if the schedule is for less than four hours. If the person is scheduled for more than four (4) hours then he shall receive pay for the actual number of hours of work, or for (4) hours pay, whichever is greater.

13.3 Overtime. Overtime shall not be worked unless prior approval by the appropriate Department Director is obtained. Regular full-time employees shall be paid one and one-half times the base rate for each hour worked beyond the employee's respective normal working day. The

parties recognize and anticipate that different employees may have different “normal working days” depending upon their respective schedule. Some “normal working days” may exceed eight (8) hours. Accordingly, an employee’s entitlement to overtime under this section shall necessarily vary depending upon the respective employee’s normal working day for any particular day in question. The lunch period shall not be considered part of the normal working day. The Department Director may approve the employee’s requests for compensatory time off in lieu of cash at the same rate and one-half for each hour worked. The Department Director may not require the employee to use compensatory time off in lieu of cash at the same rate and one-half for each hour worked. All such approvals shall be in writing. Regular full-time employees working on Sundays (provided that he/she is not regularly scheduled to work on Sundays), shall be paid double time for all hours worked.

13.4 Set-up Pay.

A. A bargaining unit employee shall be entitled to additional compensation when he is serving as acting Department Director in the absence of the Department Director if both of the following two conditions are met:

1. He/she will serve as acting Department Director for five (5) or more consecutive workdays.
2. He/she is requested in writing to perform those duties by the Department Director and the request is approved by the City Manager.

A workday is defined as a day that the Department Director normally reports to work for a full shift. For the purpose of set-up pay, “work days” do not include the subject bargaining unit employee’s vacation days, sick days, holidays or weekends. If the employee is serving as acting Department Director on the day before and the day after a holiday or weekend those workdays shall be considered “consecutive” for set-up pay purposes. The set-up pay shall be equal to ten percent (10%) of the bargaining unit employee’s Department Director’s base wage in effect at the time the employee serves as acting Department Director.

B. A bargaining unit employee shall be entitled to additional compensation when the employee has been requested to perform the duties of a higher pay grade position (other than the position of Department Director) in the absence of the person normally fulfilling those duties if both of the following two conditions are met:

1. The employee serves in the higher pay grade position for five (5) or more consecutive workdays; and
2. The employee is requested in writing to perform those duties by the employee’s department Director.

A workday is defined as a day that the higher pay grade position employee would normally report to work for a full shift. For the purpose of set-up pay, “work days” do not include the subject bargaining unit employee’s vacation days, sick days, holidays or weekends. If the employee is serving in the higher paid position on the day before and the day after a holiday or weekend those workdays shall be considered “consecutive” for set-up pay purposes. The set-up pay shall be equal to the wage of the higher pay grade position, or five percent (5%) of the bargaining unit employee’s

base wage in effect at the time the employee serves in the higher pay grade position, whichever is less.

13.5 Working from Home. With the consent of the employee, a Department Director may, in his sole discretion, allow an employee to work from home. The time worked from home shall be deemed, for purposes of this article, as part of the employee's normal shift for overtime pay purposes, and the provisions of section 13.2 shall not apply.

ARTICLE XIV – EMERGENCY CALL-IN AND STANDBY

14.1 If a full-time employee is called back to duty, the employee will be guaranteed a minimum of two hours at double time.

14.2 Intentionally left blank.

14.3 Any employee required by his/her Department Director to carry a communication device while off duty in order to be on call shall receive additional compensation of \$225.00 per month. Provided, however, the employee, in order to receive the additional compensation, must be able to report to work within one hour and shall not be affected by the consumption of alcohol or non-prescribed drugs. This amount shall not, however, be considered as part of the base pay rate unless required to be included by state or federal law.

ARTICLE XV – WAGES AND LONGEVITY

15.1 Upon the effective date of this Agreement, the bargaining unit employees shall have the job classifications, and shall be paid the base wage rates, set forth in Exhibits A-1, A-2, and B attached hereto and by reference incorporated herein. The base wage rate to be paid for the duration of the Agreement term is set forth in Exhibits A-1 (regular full-time employees) and A-2 (regular part-time employees). The job classifications and applicable wage range are set forth in Exhibit B.

Pay Plan January 1, 2014 through December 31, 2014 – adjust matrix (Exhibits A-1, A-2, and B) for employees to receive 1.5% increase in pay.

Pay Plan January 1, 2015 through December 31, 2015 – adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual average growth rate of the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) June 2013 to June 2014, 2.0% floor and 4% ceiling.

Pay Plan January 1, 2016 through December 31, 2016– adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual average growth rate of the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2014 to June 2015). 2.0% floor and 4% ceiling.

Pay Plan January 1, 2017 through December 31, 2017 adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual growth rate on the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2015 to June 2016), 2.0% floor and 4% ceiling.

Pay Plan January 1, 2018 through December 31, 2018 adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual growth rate on the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2016 to June 2017), 2.0% floor and 4% ceiling.

Pay Plan January 1, 2019 through December 31, 2019 adjust matrix (Exhibits A-1, A-2, and B, as modified by the previous paragraph) for employees to receive 100% of the annual growth rate on the annual Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, June 2017 to June 2018), 2.0% floor and 4% ceiling.

A. The base wage rate in Exhibits A-1 and A-2 shall contain a "Step F". "Step F" shall be applicable at 79 months of qualifying service time with the City ("Step F" shall also be applicable 36 months after an employee is classified as "Step E" on Exhibits A-1 and A-2). "Step F" shall be effective on January 1, 2008 for employees with qualifying service time ("Step F" shall subsequently be effective for other employees upon their respective anniversary date of qualifying service time with the City pursuant to the terms of this section). Provided, however, that any employee receiving longevity pay pursuant to section 15.2 of this Agreement shall be "frozen" at "Step E" on Exhibits A-1 or A-2 (as applicable) and shall not be eligible to move to "Step F" regardless of his/her length of service.

15.2 Longevity schedule for all employees covered by this Agreement shall be as follows:

- A. Longevity pay shall be 3% of the qualified employee's base rate commencing on the first day of the fifth year of employment. For all employees, including regular part-time employees.
- B. Longevity pay for all employees, including regular part-time employees, will be an additional 3% of the qualified employee's base rate commencing on the first day of the tenth year of employment.
- C. Employees hired after January 1, 1995 shall not receive longevity pay.

15.3 Meal and Rest Periods. Employees working an eight (8) hour day, shall receive an unpaid one-half (1/2) hour meal period, and two paid fifteen (15) minute rest periods to be scheduled by the employee's respective Department Director or his/her designee. Subject to the approval of their respective Department Director, employees may combine their two (2) fifteen (15) minute rest periods with their one-half (1/2) hour unpaid lunch period for a one (1) hour lunch period each day. In that event, the first one-half (1/2) hour will be designated as their unpaid lunch period, and the second one-half (1/2) hour as their two (2) paid rest periods.

15.4 Employees who are fluent in Spanish and Court Certified shall receive an additional two percent (2%) above his/her base rate.

ARTICLE XVI – HEALTH AND WELFARE

16.1 The City shall offer to regular full-time employees the AWC HDHP HSA qualified plan , with VSP/\$25 deductible vision and Washington Dental Plan F with Orthodontic Rider Plan 4.

16.2 The employee is responsible for 8% of the total premium costs of the healthcare plan.

16.3 The City shall allow a regular full-time employee to opt out of City provided medical insurance coverage only if:

- a. The employee has medical insurance coverage through another provider; and
- b. The City's insurance plan providers allow employees to opt out if the employee has alternative health care coverage.

If allowed by the plan provider and federal law, an employee opts out of the medical plan, then, commencing in the month the City is no longer required to pay the employee's health care insurance premium, the City shall pay the employee an additional \$300.00 as compensation for each month the City does not have to pay the insurance premium. This payment shall not be considered as part of the base wage compensation for calculating overtime unless required by state or federal law. The employee may still participate in the vision and dental plan and receive the "opt out" compensation.

16.4 The City shall provide an HSA, flexible spending plan, or other medical savings plan that qualifies as a health reimbursement arrangement for IRS and FLSA purposes. If offered by the vendor, the City will also include in the HSA plan the use of a debit card to access the HSA. The City shall contribute into the HSA on an annual basis, commencing on January 1, 2014 and for each calendar year thereafter during the agreement term, plan or each regular full-time employee the sum of \$2, 250 for an employee with no dependents enrolled in the AWC HDHP plan and \$3,250 for an employee with dependents on the AWC HDHP plan. The annual HSA contribution shall be paid in four equal payments, paid on January 1, April 1, July 1, and October 1 of each calendar year. Provided, for the 2014 calendar year HSA payment the City shall make the entire year payment on January 1, 2014. Provided, however, if an employee is hired during the term of the Agreement, then he/she shall not be eligible to receive an HSA contribution until he/she successfully completes their probationary period. If an eligible employee successfully completes their probationary period, then he/she shall receive a pro-rated HSA contribution for his/her year of hire. Provided, however, that if an otherwise eligible employee has his/her probationary period extended beyond twelve (12) months, then he/she shall be entitled to receive the HSA contribution pursuant to the formula set forth in this section on the City's next HSA contribution date.

16.4.1 The City shall pay the plan administration costs. The City may change to a different qualifying plan, in its sole discretion, in order to reduce plan administrative costs.

16.4.2 The City shall also provide a self funded bridge that in any calendar year will pay \$3,000 towards the medical expenses of an employee with no dependents in the AWC HDHP and \$6,000 towards the medical expenses of an employee with dependents on the AWC HDHP. Provided the bridge will only apply to medical expenses that are applicable to the AWC HDHP employee paid portion of the plan covered medical expenses and then only after the employee has paid in that calendar year the first \$2,250 toward AWC HDHP insurance deductible applicable expenses in the case of an employee, and \$3,250 toward AWC HDHP insurance deductible expenses in the case of an employee with dependents on the AWC HDHP.

16.5 The City has the right to change any of the health and welfare plans or providers set forth in paragraph 16.1 so long as the change is cost neutral to the employee and the benefits are the same or substantially the same as the plan in effect at the time the change is implemented. If the benefits are not the same, then the City and the Union shall meet, prior to implementation, to discuss whether the benefits are substantially the same. If the parties cannot reach agreement, a neutral arbitrator shall be selected to resolve the issue. Unless the parties otherwise agree, the arbitrator shall be selected utilizing the process in the grievance procedure, Article XVIII.

16.6 The City shall offer a Twenty Thousand and no/100 Dollar (\$20,000.00) life and disability insurance policy. The City may become self-insured, at its sole option, but the benefits to be offered shall be the same as those offered through the current Standard Insurance Policy. The Union consents to the City soliciting proposals from other insurance carriers in order to determine if the City can obtain a new policy which is mutually beneficial to the City and the Union.

ARTICLE XVII

Intentionally left blank.

ARTICLE XVIII – GRIEVANCE PROCEDURES

18.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible so as to insure efficiency and promote employee morale. This grievance procedure shall apply to all disputes concerning wages, hours, or working conditions which are believed to be unfair or improper and in violation of any term of this Agreement.

18.2 All grievance activities shall be on the employee's own time. He/she shall not be paid for participating in the preparation of a grievance or in presenting a grievance through the grievance procedure. Provided, however, the employee shall be paid if any hearing or presentation is scheduled during his/her normal work shift.

18.3 Step 1. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. Within ten (10) calendar working days from the date the act or acts occurred in resulting in the grievance, the matter shall be discussed orally with the employee's immediate supervisor. The employee may have the Shop Steward or Union Representative present.

18.4 Step 2. If the grievance cannot be settled in step one then the employee may have the grievance presented by the Union Representative to the appropriate Department Director within ten (10) working days from the response in step one. It shall be reduced to writing for such purpose, indicating the section of the Collective Bargaining Agreement allegedly violated, the facts of the case and the remedy sought. The appropriate Department Director shall then arrange for such meetings and make such investigations as are necessary to provide a response. The response shall be provided within ten (10) working days of the receipt of the written grievance in step two. If this answer does not resolve the grievance, it may be processed to step three.

18.5 Step 3. If no settlement is reached in step one and step two, the grievance shall be presented in writing to the City Manager within ten (10) working days from the date the appropriate Department Director provides his/her written response to the Union Representative pursuant to step two. The City Manager shall then conduct such investigation as is necessary to fully evaluate the merits of the grievance. The City Manager shall provide his or her written response within ten (10) working days from the date the matter is referred to him/her.

18.6 Step 4. If no settlement is reached in step three then within ten (10) working days from the date the City Manager provides his/her written response, the employee shall submit to the City Manager his/her written demand for mediation. The mediator shall be selected by the Washington Public Employment Relations Commission who shall forthwith meet with the representatives of the parties, jointly and/or separately and shall take such steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement. The parties shall remain in mediation until such time as the mediator determines that an impasse has been reached. He shall then so advise the parties. All matters to discuss before or presented to the mediator, including the mediator's opinions, shall not be admissible in arbitration should arbitration become necessary.

18.7 Step 5. If no settlement is reached in step 4 then within ten (10) working days from the date the mediator advises the parties that an impasse has been reached, the employee shall submit to the City Manager his/her written demand for arbitration. The parties shall choose one arbitrator to conduct the proceedings. If the parties cannot agree upon an arbitrator, then they will request a list of arbitrators from PERC. The parties will then each strike one name from the list until there is only one person left on the list. This person will be the arbitrator. The first strike shall be determined by a flip of a coin. The cost of the arbitrator will be borne by the party losing the arbitration. The method and manner in which the arbitration shall be conducted shall be in accordance with the terms of RCW 41.56.450.

18.8 . The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor shall he have authority to render any decision which conflicts with a law ruling or regulation binding the City, nor to imply any obligation on the City which is not specifically set forth in this Agreement. Awards may not be retroactive beyond thirty (30) days prior to service of the written grievance on the City.

18.9 . Failure of the City to answer a grievance within the above prescribed time limits presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided. Failure of the employee or Union to submit a grievance within the time limits prescribed

above shall result in waiver of the grievance. If the Union Representative or the employee fails to refer the matter to the next step in the grievance process within the time limits set forth above then the grievance shall be irrefutably deemed to be settled in the manner provided in the previous grievance step and that the offered satisfaction of grievance is acceptable. Time limits specified within the grievance procedure may be extended by written mutual agreement between the City Manager and the Union.

ARTICLE XIX – UNION ACTIVITIES

19.1 The Shop Stewards shall be granted leave from duty with pay for negotiation sessions with management that occur during the Steward's regular work shift. For meetings that take place at a time during which such a member is not scheduled to be on duty, that time shall be non-compensatory.

19.2 Shop Stewards. The City will recognize two (2) Shop Stewards to represent the employees of the bargaining unit. The Union agrees to notify the City in writing of the duly accredited representative of the Union immediately upon his/her election or appointment.

19.3 Conduct of Union Business. No Union member or officer shall conduct any Union business on the City's time or the City's premises unless authorized by the City.

19.4 Union Access. The City will permit duly authorized representatives of the Union to have access to the City's premises for the purpose of adjusting grievances, subject to security regulations; provided that such representative obtains advance permission which shall not be unreasonably denied from the appropriate Department Director or his/her delegate, notifies the appropriate Department Director of the reason for his/her presence, and does not interfere with the City's operations.

ARTICLE XX – DISCRIMINATION

20.1 Any employee member of the Union acting in any official capacity whatsoever, shall not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Union's membership or activities.

20.2 It is mutually agreed that there shall be no discrimination because of race, creed, color, religion, sex, sexual orientation, age, marital status, military or veteran status, national origin, physical, mental or sensory handicaps (or any other protected category under federal/state law) that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Grievances under this Article shall not be subject to Step Five of the grievance procedure (arbitration).

ARTICLE XXI

Intentionally left blank.

ARTICLE XXII – RIGHTS AND AUTHORITY

22.1 Direction of Workforce.

22.1.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to the right to contract services of any and all types, providing that the services would not ordinarily be performed by a bargaining unit employee. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to, the rights to:

- A. Direct employees;
- B. Hire, promote, transfer, assign and retain employees;
- C. Suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause;
- D. Relieve employees from duty because of lack of work or other legitimate reasons;
- E. Maintain the efficiency of the operation entrusted to the City;
- F. Determine methods, means and personnel by which such operations are to be conducted;
- G. Take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency;
- H. The right to determine its mission, policies and all standards of service offered to the public;
- I. To plan, direct, schedule, control and determine the operations of services to be conducted by the employees;
- J. To determine the methods, means and number of personnel needed to carry out operations and services. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, but nevertheless, it is intended by both parties that all such duty shall be performed by the employee; and
- K. To introduce and use new or improved methods, equipment, or facilities.

22.1.2 Should the City desire to contract out work normally done by the bargaining unit, the City will provide the Union no less than sixty (60) working days notice in writing. At the Union's request, the City agrees to discuss with the Union Committee the reasons for contracting out the work and negotiate the potential effects on employees. The City will provide the Union with a reasonable opportunity to review relevant and necessary data regarding the reasons for contracting out the work.

22.1.3 The City shall not subcontract bargaining unit work while a bargaining unit employee is on layoff status. Provided, this shall not apply if the layoff occurred more than one



CITY



UNION

year from the date of subcontracting; or, if less than one year the laid off person is rehired or is offered a job and refuses to accept the position.

22.2 Intentionally left blank.

22.3 Application of the Rules. Rules will be applied in a fair and equal manner to all employees. Rules and regulations shall be made available by the City in writing to all employees. Per this Article XXII, only the application of rules and regulations will be subject to the grievance procedure.

22.4 City Rules and Regulations. The City shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, including rules and regulations relating to secondary employment, and the Union agrees that the employees shall be bound by and obey such directions, rules and regulations insofar as the same do not conflict with the terms of the Agreement.

ARTICLE XXIII – STRIKES OR LOCKOUT

23.1 Intentionally left blank.

23.2 During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the City. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. Any individual Union employee striking, or refusing to perform his/her official duties, or in any other manner violating the provisions of this section forfeits his/her right to work for the City of Fife and may be immediately discharged without the necessity for progressive discipline. The disciplinary sanction shall not be a grievable item. The only grievable item shall be the factual determination as to whether or not the employee was engaged in conduct prohibited by this Article.

ARTICLE XXIV – SAVINGS CLAUSE

24.1 If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

24.2 Should any term or provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any Article of this Agreement during the life of this Agreement.

24.3 Unrestricted Negotiations. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE XXV

Intentionally left blank.

ARTICLE XXVI

Intentionally left blank.

ARTICLE XXVII – LABOR MANAGEMENT COMMITTEE

27.1 The City and the Union agree that a need exists for closer cooperation between Labor and Management and further, from time to time, suggestions and complaints of a general nature affecting the Union and the City require consideration. To accomplish this objective, the City and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-management Committee, the other half being no more than three (3) representatives of the City named for that purpose. The Committee shall meet periodically for the purpose of discussion and facilitating the resolution of all problems that may arise between the parties.

ARTICLE XXVIII - DRUG-FREE WORKPLACE

28.1 The parties shall endeavor to maintain a drug-free workplace. It shall be grounds for immediate discharge if an employee consumes non-prescribed controlled substances or alcohol while on duty, or reports to work under the influence of or affected by a non-prescribed controlled substance or alcohol. The parties shall work together to develop policies on maintaining a drug-free workplace.

28.2 Employees shall comply with the City's current personnel policy and applicable Washington law regarding tobacco use.


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ARTICLE XXIX – NEW TECHNOLOGY

29.1 The City has the right to implement new technology. Provided, if the new technology requires equipment operators, and because of the introduction of the new technology employees are laid off, then the laid off employees that qualify for minimum job requirements of the new positions shall have the opportunity for job placement within that new job category.

ARTICLE XXX - EDUCATIONAL BENEFITS

30.1 In the sole discretion of the City Manager, the City Manager may authorize an employee to take college classes and upon receiving a passing grade the City will reimburse the employee for tuition and book expenses associated with the authorized class. The authorization must be in writing and received prior to enrollment in order to be eligible for tuition and book reimbursement.

CITY OF FIFE


David K. Zabel
City Manager

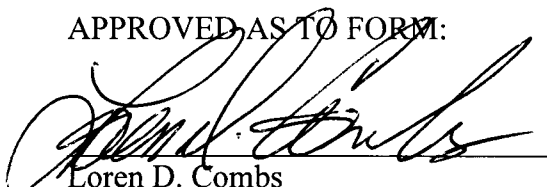
ATTEST:

Carol Etgen
City Clerk

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE
WORKERS, DISTRICT LODGE 160


Bob Westbrook
Business Representative

APPROVED AS TO FORM:


Loren D. Combs
Fife City Attorney

2013 Update to Exhibit A-1
CITY OF FIFE
Full Time Salary Structure
2013
I.A.M.A.W.
2011-2013

SALARY RANGE	YEAR 2013	0-6 MONTHS STEP A	7-18 MONTHS STEP B	19-30 MONTHS STEP C	31-42 MONTHS STEP D	43-78 MONTHS STEP E	79+ MONTHS STEP F
1		\$2,493.53	\$2,580.43	\$2,667.34	\$2,758.26	\$2,898.68	\$2,955.80
2		\$2,667.33	\$2,758.26	\$2,855.85	\$2,949.43	\$3,055.07	\$3,161.99
3		\$2,855.85	\$2,949.43	\$3,055.07	\$3,156.67	\$3,268.99	\$3,383.41
4		\$3,055.07	\$3,156.67	\$3,268.99	\$3,374.61	\$3,496.28	\$3,618.64
5		\$3,269.00	\$3,374.61	\$3,496.28	\$3,612.58	\$3,742.29	\$3,873.26
6		\$3,496.28	\$3,612.56	\$3,742.29	\$3,869.30	\$4,005.68	\$4,145.87
7		\$3,742.30	\$3,869.30	\$4,005.68	\$4,135.36	\$4,283.78	\$4,433.72
8		\$4,005.67	\$4,135.36	\$4,283.78	\$4,426.83	\$4,583.26	\$4,743.68
9		\$4,283.78	\$4,426.83	\$4,583.26	\$4,734.35	\$4,902.81	\$5,074.42
10		\$4,583.27	\$4,734.35	\$4,902.81	\$5,069.93	\$5,246.42	\$5,430.06
11		\$4,902.81	\$5,069.93	\$5,246.42	\$5,420.24	\$5,614.09	\$5,810.58
12		\$5,246.42	\$5,420.24	\$5,614.09	\$5,803.95	\$6,007.18	\$6,217.43
13		\$5,614.09	\$5,803.95	\$6,007.18	\$6,211.73	\$6,428.33	\$6,653.33
14		\$6,007.18	\$6,211.73	\$6,428.33	\$6,644.94	\$6,881.58	\$7,122.43
15		\$6,428.33	\$6,644.94	\$6,881.58	\$7,112.89	\$7,358.90	\$7,616.46
16		\$6,881.58	\$7,112.89	\$7,358.90	\$7,607.58	\$7,873.64	\$8,149.22

2013 Update to Exhibit A-1

CITY OF FIFE
PART-TIME SALARY STRUCTURE
I.A.M.A.W.
2011-2013

SALARY RANGE	YEAR 2013	Hours 0-519 STEP A	Hours 520-1559 STEP B	Hours 1560-2599 STEP C	Hours 2600-3639 STEP D	Hours 3640-6759 STEP E	Hours 6760+ STEP F
H1		\$9.61	\$10.16	\$10.78	\$11.39	\$12.00	\$12.42
H2		\$11.26	\$11.61	\$12.00	\$12.44	\$12.94	\$13.39
H3		\$12.00	\$12.44	\$12.94	\$13.41	\$13.89	\$14.38
H4		\$12.94	\$13.41	\$13.89	\$14.36	\$14.85	\$15.36
H5		\$13.89	\$14.36	\$14.85	\$15.46	\$15.91	\$16.46
H6		\$14.85	\$15.46	\$15.91	\$16.40	\$17.00	\$17.59
H7		\$15.91	\$16.40	\$17.00	\$17.62	\$18.21	\$18.85
H8		\$17.00	\$17.62	\$18.21	\$18.78	\$19.53	\$20.23
H9		\$18.21	\$18.78	\$19.53	\$20.25	\$20.81	\$21.54
H10		\$19.53	\$20.25	\$20.96	\$21.56	\$22.30	\$23.09
H11		\$20.81	\$21.56	\$22.30	\$23.13	\$23.83	\$24.66
H12		\$22.30	\$23.13	\$23.83	\$24.57	\$25.28	\$26.16
RL1		\$12.54	\$13.06	\$13.59	\$14.13	\$14.67	\$15.19
RL2		\$13.48	\$14.01	\$14.58	\$15.16	\$15.76	\$16.31
RL3		\$14.51	\$15.09	\$15.69	\$16.32	\$16.97	\$17.55

Exhibit B
Collective Bargaining Agreement

City of Fife/I.A.M.A.W.

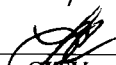
Job Classification as of January 1, 2011

TITLE

RANGE

Senior Planner	14
Deputy Clerk/Treasurer	12
Deputy City Clerk	12
Finance Analyst	12
Plans Examiner	12
Senior Engineering Technician	11
Building Inspector	10
Senior Accounting Assistant	10
Information/License Officer	10
Judicial Assistant – Court Compliance Monitor	10
Court Services Coordinator	10
Associate Planner	10
Senior Accounting Clerk	10
Accounting Clerk II	9
Engineering Technician	9
GIS Technician	9
CADD/GIS Technician	9
Lead Court Clerk	9
Aquatics Manager	9
Network Administrator	9
Information Systems Technician	8
Planner I	8
Code Compliance Inspector	8
Court Clerk	8
Recreation Program Manager	8
Community Center Manager	8
Senior Administrative Assistant	8
Permit Coordinator	7
Aquatics Supervisor	7
Administrative Assistant	7

COLLECTIVE BARGAINING AGREEMENT
PAGE 26
12/24/13


CITY


UNION

Office Assistant	6
Finance Cashier	6
Court Security Officer	6
Aquatics Coordinator	6
Parks Maintenance Worker Facilities	6
Parks Maintenance Worker – Grounds Keeper II	6
Parks Maintenance Worker – Grounds Keeper I	5

PART-TIME POSITIONS

Judicial Assistant – Court Compliance Monitor	H12
Court Clerk	H11
Court Security Officer	H10
Recreation Assistant	H2
Recreation Leader 1	RL1
Recreation Leader 2	RL2
Recreation Leader 3	RL3


CITY


UNION

AGREEMENT

BY AND BETWEEN

CITY OF PUYALLUP

AND

LOCAL 1516

**WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES**

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,**

AFL-CIO

January 1, 2017 – December 31, 2019

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PREAMBLE

This Agreement is between the City of Puyallup (hereinafter called the “City”) and Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, Local 1516, AFL-CIO (hereinafter called the “Union”) for the purpose of setting forth a mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

In accordance with Washington State Courts Rules and under General Rule 29 (GR 29), the Court maintains full control over the hiring, discipline and termination decisions of all Court employees. This does not include wages or benefits directly related to wages. For Court employees and Court operations, the Articles of this Agreement relating to hours and working conditions will apply unless an Article makes specific reference to the Court or Court employees; then the specific language as it relates to the Court or Court employees shall take control.

The City and the Union shall cooperate to promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity.

ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Union as the exclusive Agent for the purpose of collective bargaining for all regular, full-time and regular, part-time employees of the City of Puyallup employed in the positions/classifications listed in Appendix A.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 Subject to the provisions of this agreement, the Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and authority and in accordance with applicable laws. The powers of authority which the City has not specifically abridged, delegated or modified by this agreement are retained by the City.
- 2.2 The direction of its working force and operations are vested exclusively in the City. The direction of the Court employees and the operation of the Municipal Court are vested solely in the Court. This shall include the right to: operate and manage all staff, facilities and equipment; determine the methods, means, number of personnel needed to carry out a department’s operations or services; determine the utilization of technology; schedule overtime work as required in the most advantageous manner consistent with municipal employment and public interest requirements; retain the authority to assign duties connected with positions acknowledging that not every task and/or duty may be described in job descriptions/classifications; contract out for goods and services; hire, promote, transfer, assign, retain and layoff employees within and without the various departments

of the City; promulgate rules and regulations; suspend, demote or discharge regular-status employees for just cause; maintain the efficiency of the operation entrusted to the City; change hours of work, work schedules and work week; and determine the manner in which such operations are to be conducted.

- 2.3 In the event that the City expands to serve other jurisdictions or other cities, the City has the right to negotiate interlocal agreements with these jurisdictions or cities in the best interest of the City. The City will communicate with the Union regarding potential negotiations for interlocal agreements. The City will make every effort to identify funding for additional staff to cover any increase in workload if the City deems necessary. Any expansion of operations to a department or work unit does not constitute in and of itself a change in working conditions.
- 2.4 As stated in the Preamble and provided under Washington State Courts General Rule 29(f)(5)(b), the Presiding Judge of the Puyallup Municipal Court shall “[s]upervise the daily operations of the court including...[a]ll personnel employed under the judicial branch of government, including but not limited to working conditions, hiring, discipline, and termination decisions except wages, or benefits directly related to wages....” Thus, references in this Agreement to “City” “City Manager” “Director” “Manager” “Supervisor” or similar references when pertaining to “working conditions, hiring, discipline, and termination” shall mean, unless otherwise expressly provided, the Puyallup Municipal Court Presiding Judge or his/her designee.
- 2.5 The City values the work of our regular status employees, while acknowledging that volunteers can be beneficial. Responsibility for primary services shall rest with departmental employees. Volunteers are meant to support, not supplant, bargaining unit positions. The role and duties of volunteers in any given department, while limited in scope, shall be determined by the department head in advance with input by involved employees. Tasks normally assigned to bargaining unit members in the Library will not be assigned to Library volunteers unless the tasks are initially of limited duration and require no specialized knowledge, minimum training, and little supervision.

ARTICLE 3 - UNION SECURITY

- 3.1 Except as provided in Section 3.2 hereof, it shall be a condition of employment that all employees of the City covered by the Agreement who are members of the Union shall remain members in good standing in the Union. All current employees who are covered by this agreement and who are not members of the Union shall, within thirty (30) days of execution of this agreement, become and remain members in good standing of the Union as a condition of employment. It also shall be a condition of employment that all newly hired employees covered by this agreement on the thirtieth day following the beginning of such employment, shall become and remain members in good standing in the Union.
- 3.2 If an employee:

- A. For bona fide religious tenets, as per RCW 41.56.122(1) does not desire to be a member of the Union, one of the following shall apply:
 - 1. Pay each month a service charge equivalent to regular union dues to the Union.
 - 2. Pay each month an amount of equivalent to regular current union dues to a non-religious charity that is agreeable to the Union and the employee.
 - B. Rights of non-association shall be administered consistent with applicable State and Federal law. Employees may exercise their right of non-association by paying a service fee in lieu of membership.
 - C. Written authorization card approved by the Union and the City is necessary for the payroll deduction of Union dues or alternative payments as set forth in subparagraphs 1 and 2 above.
 - D. Any employee failing to comply with a paragraph A or B of this section will be terminated if the employee has still not complied after notice of non-compliance given by the Union to the employee at least thirty (30) days in advance of the proposed termination date, with the notice also being given thirty (30) days in advance to the City.
- 3.3 Except as provided in Section 3.2, the City agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees, with a list of the employees' names, salaries, and individual amounts deducted.
- 3.4 The WSCCCE will indemnify, defend, and hold the City harmless against any and all liabilities, taken against the City in complying with the provisions of this Article. The Union agrees to refund to the employee any amounts paid in error upon presentation of proper evidence.

ARTICLE 4 - UNION BUSINESS

4.1 LEAVE WITHOUT PAY FOR UNION BUSINESS

Leaves of absence without pay shall be granted, to the extent that there is no interference with City operations, to employees who are elected, delegated, or appointed to attend conventions or educational conferences of the Union. Any request for such leave shall be submitted, in writing, by the Union to the department head or his/her designee and shall be answered, in writing, no later than five (5) days following the request. .

4.2 ACCESS TO WORKPLACE

The City and Court agrees that representatives of the Union shall have reasonable access to the premises of the City and Municipal Court during working hours with advanced notice to the appropriate City representative. Such visitations shall be for the reasons of the administration of this Agreement. The Union agrees that such activities will have a minimal interruption of the normal work duties of employees. Access to the workplace shall be in compliance with appropriate safety regulations.

4.3 BULLETIN BOARDS

The City and Court shall permit the reasonable use of bulletin boards (except Safety and Human Resources Department bulletin boards) in designated work locations represented by the Union for the posting of Union recreational and social activities; notices of Union elections and results of such elections; notices of Union appointments; notices of Union meetings and minutes thereof.

4.4 LEAVE WITH PAY FOR UNION BUSINESS

The City will grant leave with pay for Union officials for pre-meetings for disciplinary hearings, and to meet with the City for grievance meetings and disciplinary proceedings, provided the total amount of leave for such purpose for the Union shall not exceed 50 cumulative hours per calendar year. Union members shall report such time on their time sheets and the City will track such hours and provide the Union with an updated balance upon request.

The City will grant leave with pay for:

1. Up to three Union Officials to meet with the City for contract negotiations;
2. Up to two Union officials to meet with the City for Impact Bargaining; and
3. Up to three Union officials to meet with the City for Labor Management Committee meetings.

Union officials are responsible for notifying their supervisor in advance of all authorized Union leave with pay. All Union meetings shall occur during non-work time, such as lunch breaks. No Union member shall conduct Union business on City time except as provided in this section.

ARTICLE 5 - WORK STOPPAGES

- 5.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective during the term of this Agreement or any extension mutually agreed upon. Specifically, the Union shall not cause or condone any work stoppage including any strike, slowdown, non-bona fide sick leave absence, refusal

to perform any customarily assigned duties, refusal to cross a picket line on City premises (unless same is sanctioned by the Pierce County Labor Council), or other interference with City functions by employees under this Agreement. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the foregoing activities has occurred. Should any such activity occur, the Union agrees to take appropriate action immediately to end such interference.

- 5.2 Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union immediately shall order, in writing, such members to cease engaging immediately in such work stoppage and shall provide the City with a copy of such order. If employees continue such work stoppage after such Union notification, employees may be subject to disciplinary action by the City.
- 5.3 During the term of this Agreement the City shall not lockout any bargaining unit employee or group of employees.

ARTICLE 6 - EMERGENCY AND EMERGENCY WORK ASSIGNMENT

- 6.1 In the event of a declared emergency, the City reserves the right to assign employees work without regard to their employment classification for the duration of the emergency and/or based on City Administrative Policy 2.3.6 Inclement Weather Policy.

ARTICLE 7 - NON-DISCRIMINATION

- 7.1 The Union recognizes the City of Puyallup as an Equal Opportunity Employer and mutually agrees there shall be no unlawful discrimination because of race, color, religion, sex, sexual orientation, national origin, age, marital status, genetic information, veteran's status, disability and/or any other basis protected by applicable discrimination laws.
- 7.2 Consistent with RCW 41.56, the City shall not discriminate against an employee because of Union affiliation, non-affiliation, or in the free exercise of their rights under RCW 41.56.

ARTICLE 8 - LABOR/MANAGEMENT COMMITTEES

- 8.1 Labor/management committees may be formed composed of no more than three (3) representatives on each side, unless mutually agreed upon. Said committee will meet upon the request of either party for the purpose of discussing and facilitating issues which may arise between the parties, provided that meetings will not exceed six (6) times per year unless mutually agreed. It is understood and agreed that such committee will not include hearing of formal grievances, collective bargaining issues or other matters for which another procedure is provided by law or by other provisions of this Agreement.

Any request for a labor management committee meeting will be requested through the City of Puyallup Human Resources Director or his/her designee and the Union.

ARTICLE 9 – VACATION

Vacation benefits shall be provided as follows:

9.1 VACATION ACCRUAL RATE

	Hours Semi- Monthly	Days Per Year	Hours Per Year
0 through 4th year	4.00	12	96
5 through 9th year	5.33	16	128
10 through 14th year	7.00	21	168
15th year plus	8.67	26	208

- 9.2 Employees may not “carry forward” any balance of vacation greater than the equivalent of eighteen- (18) month’s accrual into a subsequent year. Vacation accruals must be under the applicable limit by December 31 each year. Under extenuating circumstances and at the sole discretion of the City Manager, exceptions may be granted allowing employees to “carry forward” a balance of vacation greater than the eighteen-month accrual limit into the subsequent year.
- 9.3 Regular-status, part-time employees subject to provisions of this Agreement, shall be provided vacation benefits on a pro-rated basis.
- 9.4 Employees may request accrued vacation leave in increments of fifteen (15) minutes.
- 9.5 All new employees hired on or after 1/1/99 will accrue vacation at the rate indicated in Section 9.1 above.

ARTICLE 10 – HOLIDAYS

- 10.1 The following holidays will be paid to all City employees in a regular-pay status the day before and the day after the holiday. Part-time employees in a regular-pay status the day before and the day after a holiday shall receive holiday pay prorated by the number of hours the employee is authorized to work.

New Year's Day:	1st day of January
Martin Luther King Jr's Birthday	3rd Monday in January
President's Day:	3rd Monday in February
Memorial Day:	Last Monday in May
Independence Day:	4th of July
Labor Day:	1st Monday in September

Veteran's Day:	11th day of November
Thanksgiving Day:	4th Thursday in November
Day following Thanksgiving Day	Day immediately following Thanksgiving
Christmas Day:	25th day of December
Floating Holiday(s):	Two paid holidays per calendar year

10.2 FLOATING HOLIDAY(S)

Regular-status, full-time employees are provided two floating or personal holidays (16 hours) each calendar year provided they have been or are scheduled to be continuously employed by the City for at least ten (10) months during the calendar year.

Employees with less than ten complete months, but at least five months of City service, are entitled to one floating holiday (8 hours).

Regular-status, part-time employees shall receive floating holiday leave in proportion to the hours of work authorized for that position.

Floating holidays may not be carried forward from one year to the next.

Unused floating holidays are not compensable upon employee termination.

10.3 HOLIDAY PAY

All employees who work on a holiday will be paid two (2) times their regular rate of pay for the hours worked in addition to their regular holiday pay.

ARTICLE 11 - SICK LEAVE

- 11.1 In order to be granted sick leave with pay, an employee eligible for sick leave under this agreement must notify his/her supervisor preferably two (2) hours, but no less than one (1) hour, prior to the start of the scheduled shift unless circumstances beyond employee's control prohibits notification within that time. Employees may be required, at the discretion of the City, to provide documentation from a health care provider for absences over three days.
- 11.2 Employees shall be allowed to use sick leave in fifteen (15) minute increments.
- 11.3 Sick leave may be granted for employee illness, injury, quarantine due to exposure to a contagious disease, medical and dental care, maternity/parental leave, illness in the immediate family for which the employee's presence is required, or pursuant to the Washington Family Care Act (FCA). Applicable sick leave shall be credited as leave under the Family and Medical Leave Act (FMLA) as determined by the City.

- 11.4 For purposes of this article, immediate family will be defined as: a member of the employee's household, or regardless of residence, any parent (including an individual who stands in loco parentis), step-parent, grand-parent, spouse, child, sibling or grandchild. "In loco parentis" means a person who stands in the place of a parent.

11.5 SICK LEAVE ACCRUAL

All employees hired after 1/01/2002 shall accrue sick leave at the rate of eight (8) hours (or a prorated rate for part-time, regular-status employees) per month. There is no limit to the amount of sick leave that can be accrued.

11.6 SELL BACK OF ACCRUED SICK LEAVE

Employees hired on/or before December 31, 1979, have the option of selling back to the City, during any calendar year, up to forty (40) hours of accrued sick leave under the following conditions:

11.6.1 The sell back option is taken no later than September 1 of the year preceding the sell back.

11.6.2 The employee must have at least five hundred sixty (560) hours of accrued sick leave at the time of electing the sell back option.

11.6.3 Sick leave will be sold back at the employee's regular rate of pay for the calendar year in which the sell back occurs.

11.6.4 Sick leave sold back will be deducted from the base available for sick leave pay-off and may not be restored.

11.6.5 The City will make payment in full prior to February of the calendar year after which the sell back occurred.

11.7 SICK LEAVE PAY-OFF

Employees hired on/or before December 31, 1979, where employment terminates, whether voluntary, involuntary or by retirement, will receive one-half accrued sick leave up to sixty-five (65) days at their regular rate of pay as sick leave pay-off.

Employees hired on/or before December 31, 1979, who terminate employment by retiring under the state guidelines for either PERS or LEOFF Plans I or II, will receive compensation for one hundred percent (100%) accrued sick leave up to one hundred-thirty (130) days calculated at their regular rate of pay as sick leave pay-off.

Employees hired after December 31, 1979, who are eligible for a service retirement under the state guidelines for the PERS system shall be eligible to receive compensation for fifty percent (50%) of accrued sick leave at their regular rate of pay up to \$10,000.00 in their final compensation.

11.8 LEAVE INCENTIVE

Employees who use two workdays or less of non-protected sick leave per calendar year, will be granted sixteen (16) hours additional vacation leave that must be used the following year. Part-time employees will be granted pro-rated hours based on the number of hours worked.

New employees who are hired between January 1 and January 31 of any calendar year and use sixteen (16) hours or less of non-protected sick leave per calendar year, will be granted sixteen (16) hours of vacation leave to be scheduled the following year. Part-time employees will be granted pro-rated hours based on the number of hours worked.

New employees who are hired between February 1 and June 30 of any calendar year and use eight (8) hours or less of non-protected sick leave per calendar year, will be granted eight (8) hours of vacation leave to be scheduled the following year. Part-time employees will be granted pro-rated hours based on the number of hours worked.

Protected sick leave is legally protected, for example FMLA and FCA sick leave.

ARTICLE 12 - BEREAVEMENT LEAVE

- 12.1 With the department director's/manager's and/or supervisor's approval, regular-status employees may be granted up to three (3) days leave, with pay, to assist with funeral arrangements and attend funeral services for immediate family members. When necessary for out-of-state travel, the leave period may be extended by two (2) additional days for a total of five (5) days.
- 12.2 Bereavement leave is not considered sick leave or vacation leave.
- 12.3 In the event the time required to attend a funeral exceeds the three (3) or five (5) day period, vacation leave may be taken.
- 12.4 Immediate Family means: a member of the employee's household or, regardless of residence, spouse, mother, father, step-parent, mother-in-law, father-in-law, grandparent, daughter, son, daughter-in-law, son-in-law, sister, brother, sister-in-law, brother-in-law, or grandchild.
- 12.5 Leave with pay may be granted to City employees required to attend funerals as a matter of protocol. Prior approval must be granted by the City Manager before leave may be taken. The request for leave must contain the employee's expected period of absence.

ARTICLE 13 - JURY DUTY/COURT APPEARANCES

- 13.1 Regular-status employees who are called for jury duty, who are required to attend court for any work-related reason, or who are subpoenaed as a witness for cases which are work related shall be granted a leave of absence with pay.
- 13.2 Employees who are required to appear in court for personal matters must request vacation or comp time. If vacation or comp time is not available or employee does not have sufficient hours, then leave without pay must be requested prior to the scheduled court appearance.
- 13.3 Employees are expected to return to work during lapses in court appearances. Compensation, less expenses, received for jury duty or court appearances must be assigned to the City. Other compensation such as mileage expenses need not be returned as they are considered expense reimbursements.
- 13.4 When called for jury duty or a court appearance, the employee shall provide a copy of the summons or subpoena to his/her immediate supervisor and the Payroll Specialist.

ARTICLE 14 - HOURS OF WORK

- 14.1 The established workweek for overtime purposes is Monday 12:01 a.m. to Sunday 12:00 midnight unless otherwise defined for a flexible work schedule. The normally scheduled workweek is Monday through Friday at eight (8) hours per day exclusive of lunch periods. Other workweeks may be designated in the Library, Senior Center, or Recreation Center where it is necessary for business operations and customer service to vary work schedules.
- 14.2 All employees who work a schedule that is more than five hours are required to take an unpaid lunch break of one-half hour to one (1) hour per work shift as established by the department/division. The lunchbreak will be scheduled no earlier than two hours and no later than five hours after the start of the employee's shift. Employees are entitled to a paid 15-minute break for every four hours of working time. Breaks may not be accrued.
- 14.3 Flex time is a work schedule which permits flexible starting and quitting times for employees other than the standard work day (with a required number of hours which must be worked). Final decisions for participation will be made by the City Manager with concurrence by the department director/manager and the employee and will be based upon whether or not the alternative work schedule interferes with business operations or service to the citizens as determined by the City Manager. Final decisions for Court employee participation will be made by the Judge, with input by the Court Administrator and the employee.

14.4 LIBRARY SHIFT SCHEDULE

When necessary for the operational needs of the Library, the City may assign employees to a different shift. Prior to changing a shift, the City will provide the employee with at least one-week (seven days) notice of the intended change. If the City provides less than one-week (seven days) notice, an attempt will be made to cover the shift on a voluntary basis and the employee will be paid at the overtime rate for the first three (3) hours of the shift.

14.4.1 Employees will provide a minimum of ten (10) day's notice to their supervisor when requesting time off, unless circumstances beyond the employees control prohibit notification within that time. It shall be the policy of the Library to grant vacation leave as requested insofar as this practice is compatible with continuation of Library service to the public and needs of the Library.

A response to a leave request will be provided to the employee preferably within seven (7) days of the request, but no more than fourteen (14) days.

14.4.2 Shift trades shall be consistent with FLSA and may be voluntarily undertaken between two (2) Library staff within the same classification upon management approval. The responsibility of repayment rests with the employees involved in the trade and shall result in no additional costs to the City.

14.4.3 In the event the Library is scheduled to be open seven (7) days per week, Sunday hours will be paid at a full eight (8) hour day with actual hours worked not to exceed five (5) hours. Any additional Sunday hours worked beyond five (5) hours will be eligible for the overtime rate. The City will implement a 5/2 work schedule with two consecutive days off if a Sunday schedule is implemented.

ARTICLE 15 - EMPLOYMENT PRACTICES

15.1 RECRUITMENT WITHIN THE BARGAINING UNIT

Bargaining unit job announcements shall be sent to all Union members at least five (5) working days prior to recruiting outside applicants. The City's good faith effort to send announcements will satisfy this requirement.

15.2 Any employee in the bargaining unit who meets the minimum qualifications and is in good standing in their current position shall have the opportunity to interview for the position applied for.

15.3 Unsuccessful applicants are encouraged to seek feedback regarding their application results.

15.4 Seniority shall be defined by the length of continuous City service in a regular status position listed in Appendix A. If two (2) or more employees have the same continuous City service date, ties shall be broken in the following order:

- Longest continuous time within his/her job classification; then
- Longest continuous time within department; then
- By lot

15.5 TRANSFERS

Transfers shall be defined as moving an employee from one position to another position of equal or lower pay within another department/division.

15.6 PROMOTIONS

It is the City's responsibility to assess the qualifications of applicants. Such assessment shall include, but is not limited to, education, experience, and seniority. In the event that all criteria are equal, seniority shall prevail.

15.7 REDUCTION IN FORCE

The Employer reserves the right to lay off employees for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive. In accordance with GR29, the Court maintains full control over the hiring of Court employees. As such, City employees in other departments are not eligible to exercise bumping rights to displace any Court employees regardless of seniority or job classification.

The following basic provisions shall apply:

- A. It shall be the responsibility of the City to determine job classifications in which layoffs are to occur.
- B. In the event of a layoff, affected employees will be given at least sixty (60) days' notice of layoff, when possible.
- C. In the event of a layoff, the order of the layoff shall be determined by job classification within the Department and according to the seniority list created by the City and adopted by the Union in January of each year. The last employee hired shall be the first laid off and the last employee laid off shall be the first rehired. Furthermore, management reserves the right to lay off an employee outside the seniority list process if the employee has received a formal written disciplinary action in accordance with the discipline process outlined in article 25 within the last 12 months. In this situation, bumping rights would not apply. Management will inform the union of its intent; however the selection will not be bargained nor grieved per this agreement.
- D. If an employee's position has been eliminated and that employee has seniority, the employee shall have the right to bump into an equal or lower position/classification previously held in the last 18 months by the employee within the bargaining unit. The 18 month look back begins on the date of notification. This time limit will not pertain to those classifications within a series. See Appendix B for listing of Classification Series. Employees choosing not to

bump shall be considered laid off and afforded all benefits and rights accordingly. If an employee bumps another employee in a lower position, the employee's salary shall be frozen for a period of six (6) months. After six (6) months the employee shall assume the pay level of the highest step in the position which they assume, as long as it does not generate an increase in pay.

- E. An employee exercising his/her bumping rights must meet the minimum requirements established for that position, including education, licenses, and certifications. The employee shall have three months to meet the minimum standards as defined in the job classification.
- F. No bargaining unit employee may be laid off if there are AFSCME temporary employees working in the same work group (all employees under the lowest non-AFSCME supervisor/manager). Any employee subject to layoff shall have the right to bump into any temporary position working within the bargaining unit for which they meet the minimum qualifications of the job as defined by the job classification.
- G. The name of an employee who has been laid off shall be placed on a re-employment list and shall be recalled in the inverse order in which the employee was laid off.
- H. Employees who have been laid off and are not currently employed by the City will be first in consideration for vacant positions meeting minimum standards of the position, in the following priority order:
 - 1. Employees of the same job classification will be interviewed for the position first.
 - 2. Employees of a different job classification, but previously occupied the classification being refilled within the last five (5) years, will be interviewed for the position second (if necessary).
 - 3. The employee must provide the employer with any address change while waiting for recall.
 - 4. Notice of recall will be made in writing by certified mail to the employee's address of record.
 - 5. An employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.
 - 6. An employee recalled must report for re-employment on the date established by the Department Director or be considered to have abandoned his/her recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.
 - 7. An employee recalled to a job classification with a lower salary rate than his/her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his/her name will be removed from the re-employment list.
 - 8. An employee on layoff accrues no additional sick leave or vacation time. When an employee is recalled from layoff and re-employed, he/she is considered to have his/her previous service credit for computation of future earned vacations and sick leave. Sick leave will be reinstated in an amount equal to that as of the date of his/her layoff.

9. Each person on a re-employment list shall retain eligibility for appointment for a period of one (1) year from the date his/her name was placed on the list.
10. Upon returning to his/her original job classification, an employee retains his/her accrued time for merit increase if rehired within one (1) year.

15.8 RECLASSIFICATIONS

An employee who considers their position to be improperly classified may submit a request for reclassification in writing to Human Resources stating the specific reasons and rationale for the request and sending a copy to the Union. The reclassification review process shall follow City Policy 2.6.1 Management and Classification of Positions. The City will review and respond to the request in writing to the employee and the Union. The City's decision is not grievable.

ARTICLE 16 - PROBATIONARY/TRIAL SERVICE PERIOD

- 16.1 New employees shall serve a probationary period during their first six-(6) months of employment. During such time, a probationary employee shall be considered 'At Will' employees and serve at the discretion of the City. A probationary employee may not challenge an involuntary termination through the grievance procedure. Upon completion of their probationary period, they shall be known as regular-status employees.
 - 16.1.1 The probationary/trial service period may be extended with the mutual agreement of both parties.
- 16.2 Employees who are promoted to a position covered by the Agreement shall serve a trial service period of six (6) months. If a promoted employee fails to pass the trial service period, or chooses to revert back to their prior position within the first six (6) weeks, such employee shall be eligible to return to his/her previous classification and department if it has not been filled or eliminated by the City.

ARTICLE 17 – DRUG AND ALCOHOL TESTING

17.1 At Work Influence Prohibited

Reporting to work under the influence of alcohol, marijuana, and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs in the workplace or while working is strictly prohibited and may result in disciplinary action, including termination.

Each employee must advise the Employer if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

17.2 Employee Assistance Program Available

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

17.3 Suspicion of Influence

Where a supervisory employee of the City has a confirmed reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including, breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

For the purpose of administering this Article the following definition of reasonable suspicion is provided:

- (1) Management personnel conclude through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
- (2) Where an employee is involved in an accident due to the action, inaction or inattention of the employee;
- (3) Where the City receives reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.

Under the influence - The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

(ng/ml)	Test Level
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids	100
Cocaine metabolites	300
Methadone	300
Methaqualone	300

Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
Level of the positive result for ethyl alcohol	0.04 gm/dl

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, and hallucinogens which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

17.4 Testing Procedure

If an employee is required to submit to a drug test, the following procedure shall be followed:

The employee shall be given an opportunity to confer with a Union representative if one is readily available and the employee has requested said conference.

The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the testing administrator. The Employer and a Union representative may be present during this discussion.

The Employer may request urine and/or blood samples.

Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given, however, the collection may be observed by medical personnel.

All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the Employer, employee and the Union representative (if available) and proper chain-of-custody procedures shall be followed.

The drug tests of the specimen shall be conducted by the same laboratory utilized in the DOT program.

If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry (GC/MS) tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

At the employee's request, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the employee for testing within 24 hours of the test results. The cost of this test will be paid by the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

Any attempt to alter or otherwise tamper with the specimen and/or the test shall result in immediate termination.

17.5 Results Reporting

The employee and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including termination. When applicable, additional testing may be required under the City's DOT policy.

ARTICLE 18 - OVERTIME AND STANDBY PAY

18.1 Employees who meet the definition of overtime-exempt under Federal and State law are exempt from overtime.

18.2 Non-exempt employees who work more than 40 compensable hours in a work week (including regular, vacation or compensatory time) will be paid overtime or granted compensatory time off accrual (if elected by the employee) at the rate of one and one-half hour for every hour worked. Overtime will be paid at the rate of 1.5 times the compensated hours in excess of 40 hours per week. Overtime will be computed to the nearest one-quarter hour.

Work performed beyond 40 hours a week must have prior approval from the department director or manager. All compensatory time shall be scheduled in advance and mutually agreed upon by the supervisor and the employee.

Employees may accrue up to 120 hours of compensatory time with a rolling cap. Employees may carry-over up to forty (40) hours of compensatory time to the following year and will be paid for all other compensatory time at their regular rate of pay on the December 20 pay check.

The process for requesting and using compensatory time is the same as requesting vacation time. All compensatory time shall be scheduled in advance with prior approval from the supervisor. A leave request/report form is completed and turned into a supervisor for review and approval. Denial of a request to use compensatory time shall be at the sole discretion of the supervisor and therefore can not be grieved as any violation of compensatory rules.

- 18.3 Time and one half shall be paid for all work performed on the employee's first scheduled day off. Double time shall be paid for all work performed by the employee on their second scheduled day off. In the event of a declared emergency, see Article 6.

18.4 CALL-BACK

Employees called back to work after completing a normal work day at a time other than during their normal work hours or hours contiguous to their normal work hours will receive a minimum of three (3) hours pay at the overtime rate of 1.5 times regular pay. Any time worked in excess of the three (3) hours will be paid in accordance with this article. Remote work required by the Employer, such as a phone call or email, will be paid in increments of 15 minutes at the overtime rate.

18.5 CALL-IN

Employees called to work while they are on paid leave (i.e., vacation) will be allowed to select either overtime or regular time for those hours worked during the time they would normally be at work. This selection must be made with the approval and consent of their supervisor. If overtime is selected, the leave bank will be adjusted. If regular time is selected, the paid leave will be rescheduled for a later time. If the employee is required to work subsequent days, these days will be considered regular work time and any leave will be rescheduled.

18.6 STANDBY

The purpose of standby duty is to be available during off-duty hours. The City, at its option, may invoke standby duty to ensure that qualified personnel are available to respond to emergencies, which may affect public health, safety, and/or welfare.

An employee who is put on standby duty shall be approved as to their qualifications by the department director or his/her designee.

Employees who volunteer for standby duty shall be placed on a weekend/holiday standby schedule, which shall be developed on an annual basis. If there are not sufficient qualified volunteers, the City shall assign qualified employees for standby duty.

Employees shall be compensated for weekend/holiday standby duty. Standby duty shall commence on 5:01 p.m. on the last work day of the work week and shall continue through until the next regularly-scheduled work day. Employees who are assigned such standby duty shall receive additional compensation at the rate of \$2.00 per hour for each hour on standby duty. When an employee is called back to work from a standby status,

the employee will be paid according to Section 18.3. There will be no pyramiding of pay due to this article.

ARTICLE 19 - PAY PERIODS/PAYCHECKS

- 19.1 Employees shall be paid twice each month, on the 5th and the 20th. Provided, however, that wages for work performed from December 16th through December 31st for each calendar year shall be paid to employees on the last business day of that calendar year. Provided further, employees' first pay date of each calendar year shall fall on January 20th. An employee who leaves City employment for any reason shall be paid all monies due on or before the next regularly scheduled pay date.
- 19.2 If requested by the employee in writing, including e-mail or fax, by noon on January 1st, overtime earned during the last three working days of the month of December shall be paid by a check on January 5th or the next working day if the 5th is a Saturday or Sunday. The check will not be paid by direct bank deposit, but shall be available for employees to pick up at City Hall by 4:00 p.m. Overtime earned during the last three working days of the month of December will be paid at the rate at which it was earned.
- 19.3 Issuance of an early paycheck may be authorized by a department director/manager or his/her designee if an employee is leaving on vacation or to attend school or training for the City. The approved request must be submitted to Payroll two days prior to picking up the paycheck unless an exception is made due to a family emergency.
- This check will be available the last working day the employee works prior to leaving. On the date the early check is picked up, the employee must turn in a signed and approved timesheet. The check will be issued, less \$20 of the normal net amount.
- 19.4 Early issuance of paycheck is available for one pay period at a time. If an employee is on approved paid leave for more than one pay period, arrangements must be made to directly deposit any future paychecks to the employee's bank account or released to someone designated in writing by the employee.

ARTICLE 20 - EDUCATION, TRAINING, TUITION REIMBURSEMENT

- 20.1 **EDUCATION AND TRAINING**
Employees who attend work-related, educational seminars, conferences, training, as approved by their department director/manager, will receive their regular compensation and in accordance with the Fair Labor Standards Act.
- Those employees who incur travel expenses will be reimbursed in accordance with the City Policy addressing Travel Expenses. Overnight travel must be approved by the Department head and/or City Manager.
- 20.2 **TUITION REIMBURSEMENT**

Regular-status employees may participate in the City of Puyallup Tuition Reimbursement Program by taking courses or training at accredited colleges or universities. The City's ability to offer tuition reimbursement is subject to the limitations of the City budget, and employees may also be limited to an annual maximum.

Reimbursement shall be only for the actual tuition (cost of the course). Reimbursement will not be provided for books, lab fees, travel expenses, comprehensive student fees, library, parking, student identification card fees, material costs, or any other auxiliary, associated expenses.

An employee must apply for and receive approval from the department director/ manager, and the Tuition Reimbursement Committee prior to enrollment in the course(s). Reimbursement shall be paid to a maximum that is charged for a typical course at a state university within the surrounding area.

An employee must complete each course with a grade of "C" or better or a "PASS" in a pass/fail grading system. Upon completing the course, the employee shall submit: 1) a receipt for tuition, and 2) a copy of the grade report showing a 'C' or better or a 'PASS' grade to the Human Resources Department.

Courses are to be taken after working hours. In those cases where courses are not offered during off hours, the department director/manager may arrange a flexible work schedule for the employee provided the schedule will not interfere with the overall operation and functioning of the department.

In the event where limited funds prevent the City from reimbursing all eligible employees, the following criteria will be followed in determining which applicants shall receive reimbursement (except where specified, order does not indicate priority):

- A. The order in which applications are received by the Human Resources Department, with the earliest received having first priority.
- B. The City's need for the particular knowledge, skill or training for which the applicant is aspiring.
- C. The proposed course will also be evaluated; first, according to how closely it relates to the employee's current position. Second, how closely the course relates to the employee's next higher position within the City.

ARTICLE 21 – INSURANCE

21.1 Medical and Other Insurance

Regular-status employees who work 30 hours or more per week are eligible to receive the benefits outlined below. The City will provide medical insurance for employees and their dependents in the following manner:

- a. Medical insurance will continue to be provided via the City of Puyallup Healthcare Plan 1, including changes resulting from the Affordable Care Act;
- b. Employee groups currently on Plan 1 will continue to have individual and family deductibles at \$100/\$300 respectively and out-of-pocket maximums for individual and family at \$375/\$1,125 respectively for preferred and \$1,000/\$3,000 respectively for participating/out-of-network;
- c. Employee groups currently on Plan 1 will also have a \$15 co-pay for all visits billed as an office visit;
- d. Co-pay's for prescriptions are \$7 for generic, \$20 for preferred brand, and \$35 for single source brand drugs with no generic or therapeutic category alternative.

Wellness options will be pursued to continue to promote wellness.

Dental and orthodontia insurance will remain unchanged and continue to be provided via City of Puyallup Plan 00010.

Vision insurance will remain unchanged and continue to be provided via City of Puyallup Plan 12267181.

If the medical benefit plans listed in Section 21.1 are scheduled to be modified, the parties will negotiate those scheduled modifications.

21.1.1 WELLNESS PROGRAM: During the term of this Agreement, the Union will participate in the City's Wellness Program that contemplates:

21.1.1.1 Effective January 1, 2017 and each year thereafter, all bargaining unit employees and their dependents will be provided fully paid employee and dependent medical, dental with orthodontia, vision and prescription insurance with the same level of benefits in place in 2016 and as amended per Affordable Care Act mandates. Such insurance coverage will remain in effect so long as the employee complies with the yearly requirements of the City's Wellness Program and the employee has completed and submitted an enrollment form within thirty-one (31) days of the date of coverage eligibility. Those not complying with the Wellness program or those that are hired after the yearly eligibility date will be required to premium share, as outlined below.

- A. In order to be in compliance with the requirements of the City's Wellness Program for 2017, an employee must: (a) submit to a preventive care examination (i.e., annual physical) with biometric screening through his/her healthcare provider, (b) complete an online health assessment, and (c) certify that he/she is tobacco free by December 31, 2016.

All bargaining unit employees not complying with the requirements of the City's Wellness Program by December 31, 2016 and those hired between January 1, 2017 and 11:59p.m. on December 31, 2017 will, on a monthly basis, contribute premium sharing for medical/pharmacy coverage as follows:

Coverage Level	Monthly Premium Share 2017
Employee Only	\$25
Employee & Spouse or Domestic Partner	\$50
Employee & Child	\$40
Family	\$60

B. In order to comply with the requirements of the City's Wellness Program for 2018, an employee must: (a) submit to a preventive care examination (i.e., annual physical) with biometric screening through his/her healthcare provider, (b) complete an online health assessment, (c) certify that he/she is tobacco free, and (d) certify that he/she has regularly participated in physical activity as defined by the City by December 31, 2017.

All bargaining unit employees not complying with the requirements of the City's Wellness Program by on December 31, 2017 and those hired between January 1, 2018 and 11:59 p.m. on December 31, 2018 will on a monthly basis, contribute premium sharing for medical/pharmacy coverage.

as follows:

Coverage Level	Monthly Premium Share 2018
Employee Only	\$25
Employee & Spouse or Domestic Partner	\$50
Employee & Child	\$40
Family	\$60

B. In order to comply with the requirements of the City's Wellness Program for 2019, an employee must: (a) submit to a preventive care examination (i.e., annual physical) with biometric screening through his/her healthcare provider, (b) complete an online health assessment, (c) certify that he/she is tobacco free, and (d) certify that he/she has regularly participated in physical activity as defined by the City by December 31, 2018. All bargaining unit employees not complying with the requirements of the City's Wellness Program by December 31, 2018 and those hired between January 1, 2019 and 11:59 p.m. on December 31, 2019 will, on a monthly basis, contribute premium sharing for medical/pharmacy coverage as follows:

Coverage Level	Monthly Premium Share 2019
Employee Only	10% of the premium for employee only Coverage
Employee & Spouse or Domestic Partner	10% of the premium for Employee & Spouse/DP Coverage
Employee & Child	10% of the premium for Employee & Child Coverage
Family	10% of the premium for Family Coverage

- 21.1.1.4 Should the City decide to not implement the City's Wellness Program or decide to terminate the City's Wellness Program during the term of this Agreement, all bargaining unit employees and their dependents will be provided fully paid employee and dependent medical, dental with orthodontia, vision and prescription insurance.
- 21.2 As the Employer establishes healthcare budget rates during the term of this Agreement, if at any time healthcare premium costs meet or exceed 110% of existing rates, both parties agree to re-open Article 21, Section 21.1.
- 21.3 **TERM LIFE INSURANCE**
The City will pay the premium for a term policy of life insurance in the amount of \$50,000 for the employee as per plan. The life insurance policy premium for dependent coverage in the amount of \$1,000 shall be paid by the employee.
- 21.4 **LONG-TERM DISABILITY INSURANCE**
The City will pay the premium for long-term disability insurance for the employee
- 21.5 **EMPLOYEE ASSISTANCE PROGRAM**
The City will pay the premium for an employee assistance plan (EAP) for the employee and eligible dependents.
- 21.6 The City is willing to provide information on short-term disability insurance to Union members. This may be done through the Ad Hoc Labor/Management Committee. Any premiums for short-term disability insurance would be paid by the employee, not the City. If there is an agreement by the parties to provide short-term disability insurance, any premiums would be paid by the employee.
- 21.7 **HEALTHCARE AND WELLNESS COMMITTEE:**
1. The parties agree to participate in the City's Healthcare and Wellness committee. Members from each labor group will sit on this committee along with non-represented employees (to include management). The purposes of the committee shall include:

- a. Exploring ways to control health care expense;
 - b. Increasing employee education about insurance benefits;
 - c. Seeking employee input into insurance benefits carriers and plan design.
2. The committee cannot negotiate for and/or bind the City or the Union to any decisions or course of action.

ARTICLE 22 - UNIFORMS AND EQUIPMENT

- 22.1 Employees who are required to wear a City designated uniform shall be provided such uniforms and equipment as designated by the City. Such uniforms and equipment shall remain the property of the City and worn per departmental policies.///
- 22.2 Issued uniforms and equipment damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the City as required.
- 22.3 The City will provide, by contract or professional services agreement, uniform cleaning and repair services at the City's expense. The services shall be provided by a local cleaner of the City's choice, but individual employees will be responsible for all pick-ups and deliveries.
- 22.4 The City will provide all Personal Protective Equipment (PPE) required by the City.
- 22.5 The City will provide a boot reimbursement of up to \$200 every other year to qualified City employees. The reimbursement may be applied towards the purchase of up to two pairs of work boots. The boots shall be worn for City work. The City determines which positions are qualified to receive the reimbursement.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.1 Grievance is hereby defined as the question or challenge raised by an employee, the City, or the Union as to the correct interpretation or application of specific provisions of this Agreement. It is the purpose of this clause to provide the City, the employees, and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement.

It is the desire of the parties to address grievances informally whenever possible. No later than fourteen (14) calendar days from the date of the alleged occurrence, the employee and/or their designee may discuss the grievance with his/her immediate supervisor (not in the bargaining unit). The supervisor has fourteen (14) calendar days to investigate and respond to the employee. If a resolution is not reached informally, the following steps are agreed upon as the appropriate order of resolution:

23.2 GRIEVANCE PROCEDURES

23.2.1 Step 1 - Written

If a grievance is not processed informally, the grievance will be put in writing and will be presented within fourteen (14) calendar days from the alleged occurrence to the immediate supervisor (not in the bargaining unit). The written grievance will include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the agreement violated and the remedy sought. The immediate supervisor will evaluate the grievance and forward a written decision to the employee within fourteen (14) calendar days.

23.2.2 Step 2 - Department Head

If the employee/Union are not satisfied with the solution resulting from Step 1, the employee/Union may present the grievance, within fourteen (14) calendar days, to the department head or his/her designee. The department head or his/her designee will evaluate the grievance and forward a written decision to the employee within fourteen (14) calendar days. All grievances relating to Municipal Court staff shall be initiated at Step 2 and submitted in writing to the Court Administrator.

23.2.3 Step 3 - City Manager

If the employee/Union are not satisfied with the solution resulting from Step 2, the employee/Union may present the grievance, within fourteen (14) calendar days, to the City Manager or his/her designee; or for Court staff, the Presiding Judge. The City Manager or his/her designee will evaluate the grievance and forward a written decision to the employee within fourteen (14) calendar days.

The City may initiate a grievance at this step within fourteen (14) calendar days of the alleged occurrence. The Union shall evaluate and respond in writing to the grievance within fourteen (14) calendar days.

23.2.4 Step 4 – Arbitration

If the grievance is not resolved at Step 3, the matter may, within fourteen (14) calendar days after the City Manager or Judge's decision has been rendered, be referred by the Union or the City to the arbitration process. If the matter is not referred to arbitration within this period, it shall be considered resolved at Step 3. An Arbitrator will be selected from a list of seven (7) arbitrators who reside in the Pacific Northwest. Such list to be provided from the American Arbitration Association. The parties will flip a coin to determine the order of striking arbitrators and then strike names until an arbitrator is selected.

The arbitrator's decision shall be final and binding; the arbitrator shall be empowered to render a decision based on the interpretation of the contract only and shall not add or delete from the provisions of this Agreement; and the arbitrator shall render a decision within thirty (30) days of the hearing, unless

otherwise agreed upon. Any expenses incidental to arbitration shall be borne equally by the Union and by the City. Expenses incidental to arbitration do not include attorneys' fees nor expert witness fees; each party remains responsible for the cost of preparation and presentation of its own case regardless of the outcome.

23.2.5 The time limits specifying action may be extended by mutual written consent of the parties.

23.2.6 Any grievance shall be considered resolved at the completion of any step if all the parties are satisfied or if neither party presents the grievance to the next step within the prescribed period of time.

ARTICLE 24 - PAST PRACTICES

24.1 Mandatory subjects of bargaining which are known by the parties to this agreement and in effect shall remain unchanged unless changed by mutual agreement in accordance with RCW 41.56. The City will provide at least fourteen (14) calendar days' notice to the Union of all changes to mandatory subjects of bargaining prior to implementation of changes.

ARTICLE 25 – DISCIPLINE AND DISCHARGE

25.1 Employees shall only be disciplined or discharged for just cause, and shall have the right to have a Union representative present during disciplinary procedures. Discipline shall include the following steps, which will occur in the order listed below, unless the actions of the employee warrant more severe measures:

- Oral reprimand
- Written reprimand
- Suspension
- Termination

ARTICLE 26 - SAVINGS CLAUSE

26.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties to this Agreement shall meet within a reasonable time to negotiate a substitute provision if necessary.

ARTICLE 27 - ENTIRE AGREEMENT

- 27.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 27.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 28 – SALARIES

- 28.1 Effective January 1, 2017, employees' wages shall be per Appendix A, which reflects an increase of 100% of the CPI-U, Seattle, Tacoma Bremerton, first half index (i.e., 2.2%).

On a one-time basis conditioned on the Union ratifying this 2017-2019 Agreement, each employee will receive a lump sum gross wage payment of \$250.

- 28.2 Effective January 1, 2018, wages will be increased by 100% of the CPI-U, Seattle, Tacoma, Bellevue, first half index with a 1% minimum and 5% maximum.
- 28.3 Effective January 1, 2019, wages will be increased by 100% of the CPI-U, Seattle, Tacoma, Bellevue, first half index with a 1% minimum and 5% maximum.

28.5 LONGEVITY PAY

All employees with ten (10) or more years of service shall receive an additional \$50.00 per month as longevity pay; employees with fifteen (15) or more years of service shall receive \$75.00 per month as longevity pay; and employees with twenty (20) or more years of service shall receive \$100.00 per month as longevity pay.

28.6 ACTING PAY

Employees assigned by their manager to perform the work of a higher classification for a period of three (3) or more days shall be compensated at the rate of the higher classification. The step assigned shall be at least five percent (5%) higher than their regular rate of pay, not to exceed the maximum of the range.

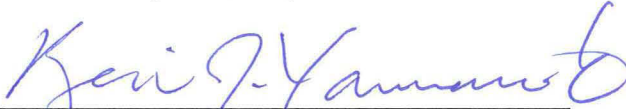
ARTICLE 29 - DURATION

- 29.1 This Agreement shall be in effect from January 1, 2017, until December 31, 2019.

Executed this 6th day of July, 2017.

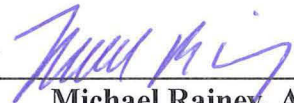
CITY OF PUYALLUP

BY 
John Hopkins, Mayor

BY 
Kevin Yamamoto, City Manager

LOCAL 1516

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

BY 
Michael Rainey, AFSCME Representative

BY 
Linda Lian, Local 1516 President

Approved as to Form:

By: 
Joseph Beck, City Attorney

APPENDIX A-1

2017 Salary Schedule – Monthly

APPENDIX A-1

2017 AFSCME Salary Schedule - (2.2% COLA Included)

Effective Date: 1/1/2017

APPENDIX "A" PUYALLUP AFSCME 2017 Monthly Salary Schedule							
2.20% AFSCME	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Library Aide				1,940.72	2,025.06	2,109.48	2,193.78
Library Assistant Office Assistant I	2,756.86	2,894.62	3,032.36	3,170.14	3,307.96	3,445.74	3,583.44
Office Assistant II Probation Assistant	3,271.14	3,434.24	3,597.34	3,760.46	3,923.58	4,086.72	4,249.72
Court Clerk Library Technician I	3,484.54	3,658.76	3,832.86	4,007.02	4,181.20	4,355.28	4,529.36
Support Specialist	3,684.12	3,868.00	4,052.00	4,237.26	4,421.18	4,605.12	4,789.04
Finance Technician Senior Services Assistant	3,957.06	4,154.92	4,352.76	4,550.60	4,748.44	4,946.30	5,144.14
Library Technician II Lead Court Clerk	3,903.14	4,098.28	4,293.38	4,488.50	4,683.68	4,878.76	5,073.92
Probation Officer	4,128.50	4,334.86	4,541.26	4,747.64	4,954.10	5,160.46	5,366.84
Librarian I	4,568.62	4,797.04	5,025.48	5,253.90	5,482.26	5,710.72	5,938.88
Librarian II	5,024.84	5,276.10	5,527.40	5,778.62	6,029.90	6,281.12	6,532.36
Purchasing Agent	4,244.86	4,457.18	4,669.42	4,881.74	5,094.02	5,306.26	5,518.58
Information Systems Technician	4,663.46	4,896.48	5,129.46	5,362.54	5,595.50	5,828.52	6,061.50
Building Inspector I	4,481.98	4,706.24	4,930.54	5,154.82	5,379.14	5,603.44	5,827.62
Building Inspector II Plans Examiner	4,900.12	5,144.88	5,389.62	5,634.36	5,879.12	6,123.90	6,368.48
Senior Building Inspector Senior Plans Examiner	5,232.48	5,493.82	5,755.14	6,016.52	6,277.82	6,539.22	6,800.54

Assistant Building Official	5,631.22	5,882.96	6,145.96	6,420.66	6,707.66	7,007.54	7,320.78
Electronic Technician	5,187.94	5,451.16	5,710.54	5,969.80	6,229.10	6,488.38	6,747.70
Development Engineering Tech Engineering Project Inspector Engineering Contract Specialist Environmental Engineering Tech Traffic Engineering Technician Transportation Project Coord	4,807.36	5,047.50	5,287.58	5,527.66	5,767.74	6,007.94	6,247.90
Engineering Construction Project Mgr Engineering Technician IV	5,124.56	5,380.72	5,636.88	5,893.08	6,149.22	6,405.46	6,661.54
Records Clerk Investigations Support Clerk	3,607.40	3,836.38	4,080.04	4,339.16	4,614.60		
Evidence/Identification Tech	4,045.88	4,302.76	4,576.00	4,866.62	5,175.64		
Records Clerk Supervisor	3,741.62	4,059.62	4,404.64	4,778.96	5,185.24		

Public Services Technician included within the Library Technician classification.

Technical Services Assistant included within the Library Assistant classification.

APPENDIX A-2 –

2017 Salary Schedule - Hourly

APPENDIX A-2

2017 AFSCME Salary Schedule - (2.2% COLA Included)

Effective Date: 1/1/2017

2.20%		APPENDIX "A" PUYALLUP AFSCME 2017 Hourly Salary Schedule						
AFSCME		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Library Aide					11.20	11.68	12.17	12.66
Library Assistant Office Assistant I		15.90	16.70	17.49	18.29	19.08	19.88	20.67
Office Assistant II Probation Assistant		18.87	19.81	20.75	21.69	22.64	23.58	24.52
Court Clerk Library Technician I		20.10	21.11	22.11	23.12	24.12	25.13	26.13
Support Specialist		21.25	22.32	23.38	24.45	25.51	26.57	27.63
Finance Technician Senior Services Assistant		22.83	23.97	25.11	26.25	27.39	28.54	29.68
Library Technician II Lead Court Clerk		22.52	23.64	24.77	25.90	27.02	28.15	29.27
Probation Officer		23.82	25.01	26.20	27.39	28.58	29.77	30.96
Librarian I		26.36	27.68	28.99	30.31	31.63	32.95	34.26
Librarian II		28.99	30.44	31.89	33.34	34.79	36.24	37.69
Purchasing Agent		24.49	25.71	26.94	28.16	29.39	30.61	31.84
Information Systems Technician		26.90	28.25	29.59	30.94	32.28	33.63	34.97
Building Inspector I		25.86	27.15	28.45	29.74	31.03	32.33	33.62
Building Inspector II Plans Examiner		28.27	29.68	31.09	32.51	33.92	35.33	36.74
Senior Building Inspector Senior Plans Examiner		30.19	31.70	33.20	34.71	36.22	37.73	39.23

Assistant Building Official	32.49	33.94	35.46	37.04	38.70	40.43	42.24
Electronic Technician	29.93	31.45	32.95	34.44	35.94	37.43	38.93
Development Engineering Tech Engineering Project Inspector Engineering Contract Specialist Environmental Engineering Tech Traffic Engineering Technician Transportation Project Coord	27.73	29.12	30.51	31.89	33.28	34.66	36.05
Engineering Construction Project Mgr Engineering Technician IV	29.56	31.04	32.52	34.00	35.48	36.95	38.43
Records Clerk Investigations Support Clerk	20.81	22.13	23.54	25.03	26.62		
Evidence/Identification Tech	23.34	24.82	26.40	28.08	29.86		
Records Clerk Supervisor	21.59	23.42	25.41	27.57	29.91		

Public Services Technician included within the Library Technician classification.

Technical Services Assistant included within the Library Assistant classification.

APPENDIX B

Classification Series

The following classifications are considered to be grouped by series as referenced in Article 15 Reduction in Force, section D:

Series	Classification
I	Building Inspector I, Building Inspector II, Senior Building Inspector
II	Court Clerk, Lead Court Clerk
III	Librarian I, Librarian II
IV	Library Aide, Library Assistant, Library Technician I, Library Technician II
V	Office Assistant I, Office Assistant II
VI	Plans Examiner, Senior Plans Examiner
VII	Probation Assistant, Probation Officer
IX	Records Clerk, Records Clerk Supervisor
X	Engineering Technician III (Development Engineering Technician, Engineering Project Inspector, Engineering Contract Specialist, Environmental Engineering Technician, Traffic Engineering Technician, Transportation Project Coordinator), Engineering Technician IV (Engineering Construction Project Manager)

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

**GENERAL TEAMSTERS, LOCAL NO. 313
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

JANUARY 1, 2019 – DECEMBER 31, 2021

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AGREEMENT
By and Between
CITY OF SUMNER
and
GENERAL TEAMSTERS, LOCAL NO. 313
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS
JANUARY 1, 2019 – DECEMBER 31, 2021

PREAMBLE

This agreement is entered into this first day of January 1, 2019 by and between the City of Sumner, hereinafter referred to as the Employer, and the General Teamsters, Local No. 313, Affiliated With International Brotherhood of Teamsters, hereinafter referred to as the Union, and only applies to such parties.

ARTICLE I – RECOGNITION

- 1.1** The Employer recognizes the Union as the collective bargaining agent for the regular full-time and regular part-time employees of the classifications listed in the Public Works, Shops, Parks, Fleet and Cemetery Departments. The Employer will inform new employees eligible for membership in the bargaining unit of the Union's exclusive representation.

Regular part-time employees shall be those who are appointed to approve budgeted positions, work thirty-seven (37) hours a week or less, and have no predetermined or projected termination/ending date, and have successfully passed their twelve (12) month trial period.

These employees are entitled to rights and prorated benefits of the Collective Bargaining Agreement based on the number of hours worked. An employee must work a minimum of twenty (20) hours per week to qualify for prorated benefits. This definition does not include "seasonal" or "temporary employees".

- 1.2** The Employer agrees to deduct monthly dues, in two equal payments, from bargaining unit members who have authorized such deductions in writing. The Employer shall transmit such deduction to the Union by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. The Employer will promptly notify the Union in writing of any claim,

demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 1.3 An employee may stop paying union dues by submitting a written request to the Union and/or Employer. Upon receipt of the employee's notice the receiving party shall promptly notify the other party (e.g. if the Union receives a request from the employee, the Union will promptly notify the Employer of such request and to stop deducting dues). Upon the date of notification the Employer shall cease collecting payroll deductions immediately. If the funds deducted have already been remitted to the Union, the Employer will notify the Union and refer the employee to the Union for further information.
- 1.4 The Employer agrees to supply the Union the names of all new hires for positions that are identified in the Collective Bargaining Agreement at the time hired. Information should include the individual's name, start date, job classification, department, and personal address.
- 1.5 The Employer will provide union access to all new employees hired into classifications identified in the Collective Bargaining Agreement within forty-five (45) days of such hire. The Employer will schedule such access as part of the onboarding process at a date/time agreeable to the Union. The Employer will allow the Union up to forty-five (45) minutes to meet with such individuals during the employee's work hours and at his or her usual worksite or other Employer facility.
- 1.6 Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this agreement, and financial stability of the Union to improve wages and working conditions. Unit employees collectively agree that financial support of the Union is fair, necessary, and integral to the success of this Agreement.
- 1.7 The Employer agrees that it will notify the Union and provide three (3) business days prior to releasing any non-exempt records subject to a public records request from a third party or entity relating to an employee's membership status with the Union. The Employer agrees to provide the Union a copy of such written request, as permitted by law.
- 1.8 **Extra Agreements:** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively (except with the Union), which is inconsistent with the terms of a collective bargaining agreement then in effect.

ARTICLE II – SENIORITY

- 2.1 Acquisition of Seniority** - A new employee will attain seniority after twelve (12) months from date of hire. After completion of their trial period, the employee's seniority date shall be the date of hire.
- 2.2 Layoff and Recall** - Seniority shall prevail in the event of a layoff. The last employee hired shall be the first laid off, and the last employee laid off shall be the first recalled.
- 2.3 Loss of Seniority** - Seniority shall be broken for the following reasons:
- A. Justifiable discharge.
 - B. Voluntary quit.
 - C. Retirement.
 - D. Layoffs of twelve (12) months or more.
 - E. Absence from work because of a non-occupational illness or injury of twelve (12) months or more.
 - F. Absence from occupational illness or injury of twenty-four (24) months or more.

The time limits specified in E and F may be extended by mutual agreement between the Employer and the Union.

ARTICLE III – GRIEVANCE PROCEDURE

- 3.1** A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. Prior to filing a grievance an employee shall discuss the issue with the lowest level supervisor in their chain of command that is not a bargaining unit member within fifteen (15) calendar days after knowledge of the alleged occurrence. If the issue cannot be resolved within ten (10) calendar days of notifying the supervisor and a grievance arises, it shall be submitted to the following grievance procedure:

For the purposes of this article calendar days shall not include City observed holidays. Time limits referred to in this Article must be strictly adhered to unless waived by mutual consent by both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein, shall be deemed a waiver of the right to proceed with the grievance. If the

Employer fails to timely respond to a grievance, including any of the grievance steps, the grievance shall be moved to the next step. If the parties fail to arbitrate a grievance within two (2) years of filing the grievance at Step 1, the grieving party forfeits its rights under this Article.

Step 1. If the issue is not resolved, the grievance shall be filed with the Department Director in writing with written notification to the City within fifteen (15) calendar days from the date that the grievant discussed the issue with his/her lowest level supervisor, setting forth the alleged contractual violation and the remedy sought. The Department Director shall make a decision on the matter within fifteen (15) calendar days. If the parties fail to reach a decision, or fail to agree upon a settlement in the matter, it shall be filed to Step 2. The parties shall make every effort to resolve the grievance at this level.

Step 2. If the grievance is not resolved at Step 1 the grievance may be presented to the Mayor or his/her designee, in writing within fifteen (15) calendar days, setting forth the detailed facts concerning the nature of the grievance, section of the contract allegedly violated, and remedy sought. The Mayor or designee shall meet with the employee, Union representative, and Department Director within fifteen (15) calendar days of receipt of the written grievance. The Mayor or Designee shall send a written answer stating his/her position to the employee and the Union within fifteen (15) calendar days of such meeting.

Step 3. If the grievance is not settled in Step 2, either the Employer or the Union may submit the issue in writing to arbitration within twenty-one (21) calendar days. The Employer and the Union shall attempt to select the arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service or Public Employment Relation Commission. Arbitrators shall reside in, or have an office in the States of Washington or Oregon. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. When a party raises grievance procedural challenges, such as timeliness, the parties agree to divide the arbitration process so a hearing and decision is rendered by the arbitrator about the procedural issue(s) before proceeding with a separate arbitration hearing for the remaining issues. The arbitrator shall confine himself/herself to the issues submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter

in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. For employee discipline cases, the Arbitrator is limited to awarding a back pay remedy not to exceed three (3) years of pay and any additional make whole remedy awards. The expenses and fees incumbent to the selection and services of the arbitrator shall be borne equally by the Employer and the Union. The party requesting a court reporter shall bear such costs and provide a copy of the transcript to the arbitrator. If both parties request a court reporter, such costs shall be borne equally by the Employer and the Union, and a copy shall be provided to the arbitrator. Each party is solely responsible for its own attorney's fees and costs.

- 3.2** The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearing and final decisions of Boards and Arbitrators, the Union shall be the exclusive representatives of the employee(s) covered.

ARTICLE IV – VACATIONS

Vacation leave with pay shall accrue for all employees in accordance with the following schedule:

Years of Service	Vacation Days (Hours)
< 1	12 (96)
1-2	13 (104)
2-3	14 (112)
3-4	15 (120)
4-5	16 (128)
5-6	17 (136)
6-7	18 (144)
7-8	19 (152)
8-9	20 (160)
9-10	21 (168)
10-11	22 (176)
11-13	23 (184)
13-16	24 (192)
16-19	25 (200)
19-22	26 (208)
22-25	27 (216)
25+	28 (224)

For the purposes of calculating vacation accrual a workday is defined as eight (8) hours.

Whenever practicable, vacations will be given at the time most desired by the employees who will be permitted to indicate their choices by order of seniority. The City, however, reserves the right to schedule vacations so as to not interfere with normal operations and business requirements.

Total vacation accrual must be at or below 368 hours by the end of the calendar year. Unused vacation time will be forfeited to the City. An employee may request a three month extension to use the vacation time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

ARTICLE V – EMPLOYMENT OPPORTUNITY

5.1 The Employer and the Union agree not to discriminate against any employee by reasons of race, color, creed, sex, sexual orientation, national origin, age or presence of mental, sensory or physical handicap subject to occupational requirements and the ability to perform the job.

5.2 Whenever words denoting gender are used in this Agreement they are intended to apply equally to any gender.

5.3 **Job Postings:** All job postings (entry level and promotional) shall include a qualifying statement in regards to the minimum qualifications, “possession of or the ability to obtain within the trial period”. The trial period may be extended by mutual agreement between the City and the Union. Commercial Driver’s License qualifications/training is also addressed in Section 5.4.

1. New Hire Opportunities: Entry level positions shall be open to outside recruitment. Employees are typically hired at the level 1 classification. New hire employees shall complete a twelve (12) month trial period. The employee's supervisor shall complete a performance evaluation at the end of month six listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain employed, and the Union agrees not to object, or grieve pursuant to Article III.

After completion of four (4) years of employment in the level one (1) classification and successful completion of the required level two (2) classification certifications are obtained, the employee shall be promoted to the level two (2) classification.

If the City creates a new job position, in which it would not be appropriate to hire a level 1 classification externally, the position will first be opened internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the position an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

2. Internal Lateral Opportunities: If a level 2 vacancy occurs, prior to opening the position (as a level 1) externally, it shall be open internally for ten calendar days. The purpose of this section is to allow for employees to switch departments e.g. Parks to Shops. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the position as so stated in the job description. The employee's supervisor shall complete a performance evaluation at the end of month three listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the level 2 classification. If the employee has failed his/her trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

Nothing in this section shall allow a level 1 employee to progress sooner than four years into a level 2 classification.

3. Promotional Opportunities: If a level 3 vacancy occurs, it shall be open internally for ten (10) calendar days. If there are a minimum of two (2) employees who meet the minimum qualifications for the classification an objective personnel selection process will be completed. If applicants are found to be equally qualified, as a result of this selection process, selection will be based upon seniority.

Regular employees who accept a new position shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the position as so stated in the job description. The employee's supervisor shall complete a performance evaluation at the end of month three listing any areas that are of concern in which the employee does not meet the requirements of the job. The City maintains the sole discretion to determine if the employee will remain in the level 3 classification. If the employee has failed his/her trial period, the employee will return to their original position or a position having comparable duties and responsibilities and the same salary as the original position. The Union agrees, in this situation, that the City has the ability to appoint a temporary employee to the vacated position until the trial period is completed.

5.4 The City agrees that the City's budget shall contain funding for vocational/technical schooling expenses for all bargaining unit employees and pay all required annual fees for State licenses and certificates of competency required by the City in the applicable job descriptions. This shall include licenses and certificates required for one (1)

classification above the employee's current classification. Tuition reimbursement shall be in accordance with current City policy.

1. Commercial Driver's Licenses (CDLs): The City will reimburse the employee for their State Commercial Driver's License endorsement. The City shall not pay for standard drivers licenses, or non-applicable endorsements i.e. motorcycle. The City will provide training for non-probationary employees needing their classroom and driving training to obtain their CDL within two years of employment. The costs associated with the written test will be reimbursed to the employee. The training will be coordinated with a third party trainer and may be in conjunction with another City. Any employee hired on or after January 1, 2019 who separates within three (3) years of receiving CDL training, costs incurred related to the classroom and practical training shall be reimbursed to the City. Such reimbursement may occur through payroll as a reduction of salary or accrued leave payouts.

a. Sleep Studies: If an employee is required to perform a sleep study pertaining to their CDL, the employee will receive the next work day off. The day off will be compensated at regular time.

b. CDL Loss: If an employee should be disqualified temporarily or permanently from renewing their Department of Transportation Medical Card for health reasons, the City and the Union will mutually discuss alternative solutions. Employees who become disqualified after January 1, 2019, shall have their base salary reduced by 5% for the period of temporary or permanent disqualification. If the employee loss of CDL limits his/her ability to perform his/her essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

If an employee has a temporary or permanent disqualification of a CDL due to a driving under the influence violation, and if the employee can still perform his/her essential job duties, then the employee's base wages will be reduced by 5%. If the employee loss of CDL limits his/her ability to perform his/her essential job duties, then the employee may be administratively separated from employment, as a voluntary resignation. Prior to the City determining the need for an administrative separation, the City will consult with the Union regarding potential alternate remedies.

2. Training: The City desires to provide all required training in a timely manner in order to prevent certifications from lapsing. Employees who are aware they

have certifications lapsing should notify the superintendent who will attempt to have the employee receive training prior to the certification lapsing. If the training is not available, or staffing doesn't allow, the employee will be sent to the next available local training.

5.5 Temporary Employees: Temporary employees are those hired for a limited duration of time to address a regular employee absence due to L&I injuries and/or extended illness. Appointments to temporary positions shall not exceed six (6) consecutive months in a twelve (12) month period unless agreed to by the City and the Union. The scope of work for temporary employees hired by the City of Sumner Public Works will be for the same classification of the employee being substituted.

1. Temporary employees hired are subject to the following conditions:
 - a. Temporary employees shall be paid not more than eighty percent (80%) of the entry level (lowest wage) rate of the applicable represented position.
 - b. Temporary employees may pay to the Union a monthly representative fee equal to monthly union dues for all months worked in excess of five (5) months.
 - c. Temporary employees shall not be eligible to work scheduled overtime unless regular employees are unavailable and/or unwilling.
 - d. No seniority rights shall be granted to employees in a temporary position.
 - e. Temporary employees are "at-will" employees and are generally not eligible for any benefits enumerated in this agreement or otherwise provided to "regular" full-time and part-time employees. As defined in the Affordable Care Act, beginning January 1, 2015, temporary employees who are hired with the intent of working more than 30 hours per week for more than 90 days are eligible for health care benefits. Healthcare coverage would be effective the beginning of month three (3). For example if an employee begins work January 16th, they would begin receiving medical benefits March 1st provided that their expected length of service would be more than 90 days. If the requirement to provide health care coverage under the Affordable Care Act changes or is delayed, the parties agree to meet to discuss the changes.

5.6 Seasonal Employees: Seasonal employees are employed to assist with seasonal workload needs. Seasonal employees are “at-will” employees and are generally not eligible for any benefits enumerated in this Agreement or otherwise provided to regular full-time and part-time employees unless required by law.

1. Seasonal employees hired are subject to the following conditions:
 - a. The City may only hire seasonal employees in divisions in which all of the funded positions (as listed in Appendix C) are filled, unless agreed to by the Union.
 - b. The City has the right to make appointments for seasonal positions for employment that does not exceed ninety (90) days; upon agreement between the City and the Union the seasonal employment may be extended up to a total not to exceed one hundred and fifty (150) days.
 - c. Seasonal employees shall be paid in accordance with City Policy and Sumner Municipal Code.
 - d. The scope of work for seasonal employees hired by the City of Sumner Public Works, including the use of equipment, will be limited to vegetation management (mowing, cutting, weeding, trimming, chipping, watering, planting, pond clearing etc.), as determined by the City, in consultation with the Union.
 - e. Seasonal employees shall not be eligible to work scheduled overtime unless regular full-time employees are unavailable and/or unwilling. It is the intent of the City not to assign overtime to Seasonal employees, however on occasion it may be necessary and therefore permissible for seasonal employees to work up to thirty (30) minutes of overtime per occurrence to address unforeseen circumstances.

5.7 Volunteer Workers: The Union will be notified of any proposed use of a community service or volunteer work force. The intent of the notification is not to prohibit the use, rather appropriately document the use.

5.8 Special Project Work: The City may utilize non-City labor for the purposes of accomplishing limited work associated with special projects e.g. tree plantings as part of a limited restoration project. If the Union desires, member(s) of the bargaining unit will be included in any special project e.g. overseeing or included in the work. The City shall determine the number of bargaining unit members that are assigned to any special project work. The Union will be notified of any proposed use of special project workers. The intent of the notification is not to prohibit the use, rather appropriately document the use.

- 5.9 Sidewalk repairs:** The City may contract out sidewalk replacement/repair provided that it is part of a sidewalk program in which the City splits the cost with a property owner. The intent of the sidewalk program is to not deprive the union employees work, rather partner in a positive way with the community.

The City may not contract out routine maintenance (grinding and patching) or emergency repairs including panel replacement of less than twenty (20) linear feet. Regardless of linear footage, if the union employees remove concrete they will pour it back. If the City employees set the forms they will pour the concrete. Emergency repairs exceeding twenty (20) linear feet may be contracted out by the City. This section does not pertain to capital projects where new sidewalks are being constructed, or grant funded repair/upgrade projects.

- 5.10 Crack Seal Work:** The City has the right to contract out all work associated with street crack sealing that is not part of the annual chip seal program. The annual chip seal program consists of specific sections of roadway that within the same calendar year, are prepared, repaired, crack sealed, chip sealed, fog coated, and restriped.

If a reduction in force (layoff) is needed for any positions assigned to the Public Works Shops Department, the City shall cease contracting out new crack seal work until all budgeted positions are filled. However, the City has the right and sole discretion to determine staffing levels, including but not limited to adjusting staffing levels based on revenues. The parties acknowledge that circumstances may arise that still require layoffs. If layoffs are necessary, the City will try to limit them and bargain the impacts with the Union.

ARTICLE VI – PENSION

The City participates in the statewide system for pension, relief, disability and retirement for City employees. All eligible full-time employees and officers of said City shall be included in said system. Employees shall be allowed to supplement the current statewide pension system by participating in the Teamsters Pension system solely at their own expense.

Effective October 1, 2016, based on previous months hours, each member of the Union shall suffer a wage diversion in the amount of \$108.34 per pay period up to a maximum of \$2,600.00 annually.

After the diversion in each employee's wages, the City shall contribute the above specified amount on all Collective Bargaining Unit Employees performing work or on paid leave (sick, vacation, etc.).

The City shall transmit said amount to the Western Conference of Teamsters Pension Trust. These reports will include contributions for all payroll period ending dates falling within the month being reported.

The shadow rate shall be the salary rate for each job classification prior to the diversion of monies to the Union.

The Union shall have the ability to add to the diversion one time annually.

ARTICLE VII – SICK LEAVE

- 7.1** Sick leave at the rate of twelve (12) days per year shall be granted to all regular employees. For the purpose of calculating sick leave accrual a workday is defined as eight (8) hours. Unused sick leave shall accumulate in a bank. The bank shall be available for future illnesses, and for any reason listed in RCW 49.46.210 injuries or as outlined in Article VIII (Bereavement Leave) and Article X (Holidays). A verification may be required and turned into the employee's supervisor after more than a three-day absence.
- 7.2** **Workers Compensation Time-loss Payments:** Employees may use sick or other accrued leave to cover the absence. If the employee is eligible and receives time-loss payments from the State, the payments shall be remitted to the City. The City will then credit the employee's leave bank(s) for an equivalent number of hours equal to the time-loss payment. At no time may an employee receive double compensation from both the State and City (when the City is the employer of injury). In rare circumstances in which the City is not the employer of injury, the employee may at his/her option retain both the accrued leave and time-loss payment in lieu of crediting the employee's leave bank(s).
- 7.3** Employees shall be reimbursed for unused accrued sick leave up to 720 hours at their regular base rate of pay when they are permanently separated from employment in accordance with the following schedule:

Employees hired prior to January 1, 2019:

Termination for cause	0%
Resignation	25%
Layoff	50%
Death	100%
Retirement	100%
Disability Retirement	100%

Employees hired on or after January 1, 2019:

Termination for cause	0%
Resignation	25%
Layoff	25%
Death	100%

Retirement	100% for first 360 hours, 25% for up to an additional 360 hours
Disability Retirement	100%

ARTICLE VIII – BEREAVEMENT LEAVE

Any regular employee covered by this Agreement who suffers a death in their immediate family, upon submitting verification of attending the funeral, shall be compensated for and given three (3) workdays off with twenty-four (24) hours straight-time pay, and if the funeral is out of state, five (5) workdays off with forty (40) hours straight-time pay. Immediate family shall be defined as a spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both-sides, step parents, aunt, and uncle. Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours. Employees shall be compensated for and given one (1) workday off for the death of a family member not defined in this article as immediate family. All bereavement leave shall be taken within thirty (30) calendar days from the date of death, unless approved by the Department Director in writing.

ARTICLE IX – PROTECTED LEAVE

9.1 Protected Leave: The Employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including for example:

- a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
- b. Family Care Act Leave (RCW 49.12.265);
- c. Pregnancy Disability Leave (RCW 49.60);
- d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460);

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the Employer's policy.

9.1.1 Washington Paid Family and Medical Leave Law: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by

law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

- 9.2 Protected Leave Use:** Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

ARTICLE X – HOLIDAYS

- 10.1** The following holidays are adopted as legal holidays for the City:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Floating Holiday	Christmas Day

In the event that Washington State adopts a twelfth (12th) paid holiday, members of the bargaining unit will receive it as a thirteenth (13th) paid holiday.

Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours.

Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday, with the exception of Christmas Eve which would be observed on the preceding Friday.

ARTICLE XI – DISCHARGE

- 11.1** The Employer may discharge or suspend any employee for just cause. Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.
- 11.2** Written reprimands and suspensions less than forty (40) hours may remain in the employee's personnel file for a period of not more than thirty-six months provided that if an employee's personnel record indicates a pattern of similar types of behavior, all

such records may be retained until a period of three (3) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. A copy of such written reprimand / suspension shall be sent to Teamster Local 313 at the time it is given to the employee. Records retained in an employee's personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

1. Suspensions of forty (40) hours or more or demotions may be retained permanently in the employee's personnel file. A copy of such written reprimand / suspension shall be sent to Teamster Local 313 at the time it is given to the employee.

- 11.3** The employee or the Union shall have the right to process any disciplinary action as a grievance through the grievance procedures except for verbal and written reprimands and except for employees serving an initial probationary period who are disciplined.

ARTICLE XII – BULLETIN BOARDS

The Employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards are to be confined to official business of the unit.

ARTICLE XIV – SCALE OF WAGES/HOURS OF WORK

- 14.1** Base annual rates of pay shall be paid to bargaining unit members as set forth in Appendix "A".
- 14.2** Hours of Work. Hours of work shall consist of eight (8) consecutive hours if the employee is on a five (5) day work week or ten (10) consecutive hours if the employee is on a four (4) day work week. When an alternate work schedule such as four-tens is offered by the City, the employees will have a choice of whether or not to change to that schedule as a work group. The authority for approval and scheduling of employees on an alternate work schedule shall rest solely with the City. The work day shall begin on the commencement of the employee's regular scheduled shift. In either event, no employee shall be required to work more than a forty (40) hour week, or eight (8) or ten (10) hours per day, unless compensated subject to this agreement. Sick leave, vacation, and other such benefits shall be accrued and expended based on a forty (40) hour work week.

Employees assigned to the Public Works shops shall work Monday through Friday, 7:00 a.m. – 3:30 p.m. Work hours for employees assigned to all other locations (Cemetery, Parks, Facilities, and Meter Reading) shall be determined by those respective managers in consultation with those bargaining unit employees.

1. **Extra Regular Work:** When the shops department needs additional employees to assist with work it shall be offered first to the parks employees by departmental seniority and then to fleet employees by departmental seniority. If no employee(s) volunteer to work, then the work will be offered to the cemetery

employees by departmental seniority. If no employees volunteer to work, the superintendent shall assign the work by inverse seniority of the combined parks and cemetery staff.

If parks or cemetery departments need additional employees to assist with work, it shall be offered first to the other department (parks or cemetery). If no employee(s) volunteer to work, then the work will be offered to the shops employees by departmental seniority, and then to fleet department employee(s) by departmental seniority. If no employee(s) volunteer to work, the superintendent shall assign the work by inverse seniority from the combined shops and cemetery or parks staff.

14.3 Overtime. Overtime shall mean that an employee works in excess of forty (40) hours per week, or more than eight (8) hours per day if scheduled to a five (5) day work week, or more than ten (10) hours per day if scheduled to a four (4) day work week; provided, attendance at conferences, seminars, conventions or training sessions shall not be paid at overtime rate but shall be paid at the regular rate, unless FLSA overtime rules apply. Travel to conferences, seminars, conventions, or training sessions on weekends will also be paid at the regular rate unless FLSA overtime rules apply.

1. All overtime must be authorized in advance by the department director, except in cases of emergency.

2. Employees required to work overtime shall be compensated at one and one-half times the regular rate for each hour of overtime worked. All work performed on Saturday will be paid at time and one-half. Overtime shall be assigned by department (i.e.: cemetery, fleet, parks and shops) and then by seniority in the department. When a department cannot cover the overtime or needs additional employees to work overtime, then overtime shall be offered by overall seniority in the bargaining unit based on the DRS (Department of Retirement Systems) date. On Sundays and recognized holidays, employees who are required to work shall be paid double their regular hourly rate for up to an eight (8) hour day and double time and one-half for any hours worked beyond the normal work day. When an employee works overtime in which the start time is on a regular day and extends into a Sunday or recognized holiday the overtime rate of pay changes at midnight. For example if an employee gets called in at 11:00PM on a Saturday they would receive one (1) hour of overtime and two (2) hours of double time.

3. Employees may accrue compensatory time off at the rate of one and one-half per hour for authorized overtime work in lieu of overtime pay; provided, such compensatory time may not be accrued in excess of the maximum allowable (240 hours) under the Fair Labor Standards Act. Use of compensatory time shall be by mutual agreement between the employee and the department director, upon the request and subject to approval based on staffing needs of

the department. Employees may accrue compensatory time off at the rate of double time per hour for authorized overtime work in lieu of overtime pay for work performed on Sundays and holidays. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three month extension to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

4. Callback: A callback is an unscheduled recall to duty of an employee before or after the employee has completed their regularly scheduled shift or when the employee is on days off or paid leave. The minimum payment shall be for three (3) hours of pay/compensatory time, at the overtime rate, and any such time assignment exceeding three (3) hours shall be paid at the normal overtime rate except on Sundays and recognized holidays which will be paid a minimum of four (4) hours of pay/compensatory time at the overtime rate. The employee is expected to complete such assignment to which the employee responds and may then return to his/her residence if no other emergency exists.

5. Shift Extension: A shift extension is time worked by an employee contiguous to the end of a regularly scheduled shift. Shift extensions shall be compensated at the applicable overtime/compensatory time rate for the actual hours worked in addition to the regular shift.

6. Scheduled Overtime: Scheduled overtime contiguous to a regular shift is not subject to minimum overtime accruals (3 or 4 hours). All other scheduled overtime (e.g. special events) is subject to minimum overtime amounts.

- a. Shops:** When scheduled overtime arises (for shops employees) the Operations Superintendent will post the overtime on a designated board. At the Wednesday morning meeting immediately preceding the scheduled overtime the Superintendent will fill the overtime positions utilizing the Public Works Shops department seniority list. If employees within the department do not or cannot cover the overtime, then the overtime will be offered to employees using the overall seniority list. If an employee is absent from work, it is the responsibility of the employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and request to work any overtime for that rotation.

When last minute scheduled overtime arises the operations Superintendent will notify each employee and give them the opportunity

to work using the Public Works Shops Department seniority list and then use the Teamsters' overall seniority list. For the purposes of this section last minute overtime is pre-scheduled overtime that will occur prior to the next Wednesday meeting. If an employee is at a work related event the Operations Superintendent must make an attempt to contact the employee and offer the overtime to them using the seniority list that applies. There is no obligation to contact employees who are on accrued leave (e.g. vacation, sick, comp time, bereavement) or have left work for the day.

- b. Parks/Cemetery/Fleet:** Scheduled overtime in the Parks, Cemetery or Fleet division will be offered to the respective department's seniority list(s) and then by the Teamsters' overall seniority list. It is the field supervisor's responsibility to contact each employee on the list and offer the overtime.

The minimum scheduled overtime for funeral services scheduled on a Saturday or Sunday shall be four (4) hours.

14.4 Holiday pay in addition to work pay shall be paid when required to work on a holiday.

- 14.5** If an employee is assigned to perform work and responsibilities of the classification of Operations Superintendent for a period of one (1) or more full-days, they shall be paid at the Superintendent hourly rate for the entire assignment.

- 1. Working-Out-of-Class Pay (WOOC):** An employee shall be designated as a field supervisor (level 3) in the absence of a supervisor for three (3) consecutive full days (excluding paid holidays). For example if a field supervisor (level 3) is not at work for three (3) or more consecutive days a level two (2) employee shall be assigned to work out of class. The WOOC employee should be the most senior employee based on work location assignment (i.e. Cemetery, Fleet, Parks or Shops). If it is not possible to back fill with a level 2 from the same location, the next qualified level 2 shall be assigned as WOOC. It is the intent of this language that only one employee be assigned as WOOC for the duration of the higher classification employee absence. When serving as a WOOC supervisor, an employee shall receive supervisor wages.

- 14.6** Anytime an employee works four (4) hours overtime immediately following a regular shift, or is called out on a day off / holiday and works at least six (6) hours, the employee will receive a \$15.00 (fifteen dollar) meal allowance for each six (6) hour period, if not provided a meal by the Employer. The \$15.00 is payable in the corresponding pay check and is a gross amount. This increase is effective upon ratification and will not be included in any retroactive pay calculations.

Examples: The Employee works 7 hours of overtime immediately following a regularly scheduled shift. The employee would receive one meal allowance.

The Employee is called out on a day off and works 13 hours of overtime. The employee would receive two meal allowances.

- 14.7** Effective January 1, 2019 employees required to be on-call (standby) shall receive an on-call premium of three dollars (\$3.00) per hour for all hours assigned, provided, that the Employer shall establish a volunteer list of those employees, in the classes of Field Supervisor, Operator II, and Operator I (after twelve months of employment and supervisor's approval) who are assigned to be on-call. Call-out pay shall be for a minimum of three (3) hours on Saturdays and weekdays with a minimum of four (4) hours on Sundays and recognized holidays. (Clarification: when a holiday falls on Saturday/Sunday and is recognized on a Friday/Monday, the recognized day will be considered the holiday and paid as such. If there is a call-out on Saturday/Sunday the pay will be as a weekend day.)

Effective January 1, 2020 the on-call premium shall increase to three dollars and ten cents (\$3.10) per hour.

Effective January 1, 2021 the on-call premium shall increase to three dollars and ten cents (\$3.20) per hour.

When an employee is required to respond to an emergency that can be resolved without returning to his/her place of work, they shall receive one (1) hour pay at the overtime rate. This remote response pay shall not be combined with any call-back pay. If the emergency is handled over the phone on Sundays or holidays, the City will pay double time.

- 1. On-Call Process:** The on call employee will not sign up for scheduled overtime unless he/she is the last person available after the operations superintendent has asked all Public Works Shops employees that are at work or attending a work related event using the Public Works Shops Department seniority list.

Employees will be allowed to be on call while on vacation, only if they are available to fulfill the normal on call obligations. Employees will not be allowed to be on call while they are on FMLA, L&I or modified duty. If an employee is absent from work, it is the responsibility of that employee to contact the maintenance office on or before the scheduled start time on Wednesday morning and make it known they would like to volunteer to be on call.

The on call shift shall be from Wednesday to Wednesday (one (1) week). If an emergency arises and the on call employee is not able to complete this obligation, the pager will then be offered to employees starting at the top of the

Public Works Maintenance Shops seniority list. That substitute employee will be on call for the remainder of the Wednesday to Wednesday shift. At the end of the substitute shift, the on call opportunity then reverts back to the seniority position following the employee that had been replaced.

In the situation where the on call opportunity has been offered to each employee on the Public Works Shops Maintenance seniority list and a single employee cannot cover the entire Wednesday to Wednesday on call shift, the on call shift may be split among multiple employees with the approval of the Operations Superintendent.

2. On-Call Truck: An on call pick-up truck will be available to employees who choose to take one home, and live within a twelve (12) linear mile radius of the Sumner City service area. The purpose of the truck is to expedite response time and prevent the responding employee from using their personal vehicle and tools when responding.

14.8 Inclement Weather Time: Inclement Weather Time shall be paid to any employee for hours required to be worked when City Hall shuts down or reduces working hours due to inclement weather. Inclement weather time is additional accrued leave, for those hours actually worked (matching time) during normal City Hall business hours (Monday – Friday, 8am – 5pm) in which general City Hall employees were not required to be at work. There shall be no pyramiding of inclement weather time with overtime. Inclement weather time must be used by the end of the calendar year. Unused inclement weather time will be paid out at the applicable wage. An employee may request a three month extension to use the inclement weather time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

Example: The employee is scheduled to work 8am-4:30pm. City Hall closes early at 3:30pm. The employee required to remain at work will begin accruing inclement weather time, in addition to their normal wages. Inclement weather time is only earned until the employee's shift is over at 4:30pm. At 4:30pm the employee begins accruing the applicable overtime rate of pay.

14.9 Effective January 1, 2019, any Employee whose shift starts after 6:00 p.m. and before 4:00 a.m. shall receive a shift premium of three dollars (\$3.00) per hour over and above the scale of wages for the classification in which they are employed.

Effective January 1, 2020 the shift premium shall increase to three dollars and ten cents (\$3.10) per hour.

Effective January 1, 2021 the shift premium shall increase to three dollars and twenty cents (\$3.20) per hour.

ARTICLE XV – JURY DUTY

The City provides employees time off with pay for jury duty service. Jury fees (not including mileage or other expense payments) paid to the employee by the courts during periods of jury duty must be endorsed or paid over to the City. Employees must provide their supervisor with a copy of the jury duty summons as soon as possible after receiving it.

ARTICLE XVI – HEALTH AND WELFARE

16.1 The Employer shall pay into the Washington Teamsters Welfare Trust, for every employee covered by this Agreement, the following:

Medical Plan A	100% Employer paid
Dental Plan A	100% Employer paid
Vision Plan EXT	100% Employer paid
Add ons	100% Employer paid

Beginning in 2019, the employee will contribute 3% of the Medical Plan A premium towards the composite premium, not to exceed \$45 per month.

In 2020, if the Medical Plan A premium increases, the employee cost share will be 3%, not to exceed \$5.00 over the 2019 employee cost share. If the Medical Plan A premium does not increase, or decreases, the employee cost share remains the same as 2019.

In 2021, if the Medical Plan A premium increases, the employee cost share will be 3%, not to exceed \$5.00 over the 2020 employee cost share. If the Medical Plan A premium does not increase, or decreases, the employee cost share remains the same as 2020.

Examples:

*The 2019 employee cost share is \$42.45. In 2020, the monthly Medical Plan A premium is \$1,464. 3% of the Medical Plan A premium is \$43.92 (\$1,464 * 3%). \$43.92 is less than a five dollar a month increase over the 2019 employee cost share (\$42.45), therefore the monthly employee cost share shall be \$43.92.*

*The 2020 employee cost share is \$43.92. In 2021, the monthly Medical Plan A premium is \$1,744. 3% of the Medical Plan A premium is \$52.32 (\$1,744 * 3%). \$52.32 is more than a five dollar a month increase over the 2020 employee cost share (\$43.92), therefore the monthly employee cost share increase is capped at \$5.00 making the employee cost share \$48.92.*

Employee premium cost share deductions shall be in two equal monthly payments.

The City shall reimburse fifty percent (50%) up to a maximum, of five-hundred dollars (\$500) for each person covered under the Teamsters Trust Plan, for hospitalization charges, if admitted as an inpatient that will require overnight stay.

The employer agrees to facilitate flu vaccination clinics for Teamsters Trust insured employees in conjunction with AWC insured employees.

Successor Agreement: Both parties agree that they do not desire to directly or indirectly pay the Affordable Care Act Excise tax. Therefore if no successor agreement is in place, and based on published premium costs it is anticipated that the plan is subject to the excise tax, both parties agree to meet and develop a plan that avoids paying the excise tax.

16.2 Payment is due by the tenth day of each month and should the Employer fail to make payment into the Trust in accordance with the terms of this Agreement, the Union may take economic action after ninety (90) days delinquency.

16.3 The Employer and Union agree to be bound by the terms and provisions of the Trust Agreement and accept as their representatives for the purpose of this Trust Fund all Trustees serving on the Board of Trustees and their duly appointed successors.

16.4 **Life Insurance:** The Employer will provide a fifty-thousand dollar (\$50,000) group life insurance policy for each full-time employee, or the equivalent offered to the IUOE if greater than \$50,000. The Employer shall pay the accrual premium cost of such insurance.

16.5 **Long Term Disability Insurance:** The employer will provide Long term Disability Insurance coverage equivalent to what is offered to other City of Sumner Employees. The City has the right to purchase coverage through the carrier of their choosing.

ARTICLE XVII – SAVINGS CLAUSE

If any Article of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE XVIII – WORK STOPPAGE

The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, sympathy strike, slowdown,

refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

ARTICLE XIX – MANAGEMENT RESPONSIBILITIES

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities. This includes the right to hire, promote, demote, set and evaluate qualifications, layoff, discipline or discharge with just cause, evaluate employee performance, and to establish, modify, or change work schedules and assignments, consistent with the terms of this Agreement.

ARTICLE XX – DURATION

This Agreement shall be effective January 1, 2019 and shall continue in full force and effect to and including December 31, 2021. Should either party desire to modify or terminate this Agreement prior to December 31, 2021, it shall serve written notice upon the other at least 60 (sixty) days prior to that date.

ARTICLE XXI – WORK BOOT ALLOWANCE AND UNIFORMS

The City agrees to pay each regular full-time employee who has successfully completed their trial period three hundred fifty dollars (\$350) annually towards the purchase of safety work boots and/or clothing for City work. This amount is based on gross and will be included in the employee's regular payroll check the second regular pay day in January of each year. New employees starting after the second regular pay day in January are not eligible for the boot allowance until the following calendar year.

The City will provide one warm winter jacket (safety or Carhart style). The style of jacket will be determined by consensus of each work group (Shops, Cemetery, Fleet or Parks). The City will provide rubber rain boots of good quality (same or similar to XtraTuf Insulated 16" Steel Toe Boot). The jacket and the boots are the property of the City and it may be requested to be returned upon separation. The City agrees to replace these items as needed based on wear and tear.

The City agrees to provide annually, by June 1st, a combination of clothing not to exceed the cost of five (5) t-shirts and three (3) sweatshirts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of January 2019.

CITY OF SUMNER

GENERAL TEAMSTERS, LOCAL 313,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By: _____
William L. Pugh, Mayor

By: _____
Robert A. McDonald,
Secretary/Treasurer

By: _____
John Galle, City Administrator

Attest:

By: _____
Michelle Converse, HR/City Clerk

Approved to as form:

Andrea Marquez, City Attorney

APPENDIX A – WAGES

This Appendix is supplemental to the Agreement by and between the City of Sumner, hereinafter referred to as the "Employer" and General Teamsters, Local No. 313, Affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union."

Section 1: Pay Bands

2019 WAGE SCHEDULE

Position	Band	Step 1		Step 2	Step 3		Step 4	Step 5	
		Monthly	Hourly		Monthly	Hourly		Monthly	Hourly
Cemetery Groundskeeper I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
Cemetery Groundskeeper II	TM2	5,463	31.52					5,996	34.59
Cemetery Field Supervisor	TM5	6,574	37.92					7,151	41.26
Facilities Technician II	TM3	5,549	32.01					6,167	35.58
Finance Meter Technician II	TM2	5,463	31.52					5,996	34.59
Fleet Mgmt - Mechanic I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
Fleet Mgmt - Mechanic II	TM3	5,549	32.01					6,167	35.58
Fleet Field Supervisor	TM5	6,574	37.92					7,151	41.26
Parks Groundskeeper I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
Parks Groundskeeper II	TM2	5,463	31.52					5,996	34.59
Parks Field Supervisor	TM5	6,574	37.92					7,151	41.26
PW Shops Operator I	TM1	4,619	26.65		4,787	27.62		4,930	28.44
PW Shops Operator II	TM2	5,463	31.52					5,996	34.59
PW Shops Sr. Operator	TM4							6,167	35.58
PW Shops Field Supervisor	TM5	6,574	37.92					7,151	41.26

The Public Works Shops Senior Operator position is only available to Shops Operator 2 employees that have ten (10) years experience assigned to the Shops with the City, and that have all of the certifications required to hold the Shops Field Supervisor position.

Step Progression:

Level one positions hired before January 1, 2019 shall receive a step increase every six months. Step 1 = Months 1-6, Step 3 = Months 7-12, and Step 5 = 13+ months. Step increases shall be effective on the 1st of the month.

Employees hired, or promoted, after January 1, 2019 shall begin in the lowest step in the applicable band, and progress to the next highest available step upon successful completion of their trial period. In the case of an internal lateral move, the employee shall not suffer a reduction in pay; rather remain at their current rate of pay during the trial period. Step increases shall be effective on the 1st of the month.

Cost of Living Adjustments:

- a. Effective January 1, 2020, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage (with a minimum of 1.5% and a maximum of 4%) increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2018 to June 2019, specified by the Bureau of Labor Statistics, United States Department of Labor.

- b. Effective January 1, 2021, the rates of pay set forth in Section 1 shall be increased to an amount equal to 100% of that percentage increase (with a minimum of 1.5% and a maximum of 4%) set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bellevue area for the period from June 2019 to June 2020, specified by the Bureau of Labor Statistics, United States Department of Labor.

Section 2: Wage Adjustment

In addition to the percentage market increase in 2016, and in recognition of the IUOE collective bargaining agreement offering education and certification incentives the City agrees to adjust the 2016 salaries by \$50 per month for ones and \$150 for twos and Field Supervisors. The flat amount will be added after cost of living and market adjustments for 2016 only. Future wages increases will be based on the final 2016 wage amount.

Section 3: Deferred Compensation

The City will contribute each month to deferred compensation accounts one-hundred and eighty-five dollars (\$185.00) with no contribution match from the Employee required.

Section 4: Medical Health Savings Account (Section 125 Plan)

The City shall continue to provide a Section 125 Flexible Spending Account to employees. Employees may contribute their own funds up to the plan maximum to be used for medical, dental, vision or childcare.

Section 5: Time Loss Benefits

The City shall provide: life, disability waiver at nine (9) additional months and time loss benefits \$200.00 (two hundred dollars) to all members at C level. These additional benefits shall be offered through the Teamsters Trust through the life of this agreement.

Section 6: Ratification Bonus

Each regular, full-time employee in active employment status on the date of full execution of this Agreement, will receive a one-time gross payment of six-hundred-dollars (\$600), subject to payroll withholdings and taxes. Payment will be made within 30 days of the date of full execution of this Agreement.

APPENDIX B – 2015 REORGANIZATION

In 2014 the Sumner Cemetery had a tenured non-represented administrative assistant position retire. Additionally the general fund subsidy to the Sumner Cemetery has been increasing annually for several years. The City hired a consultant to evaluate the cemetery operations and provide recommendations to the City, including whether or not the City should remain in the cemetery business. The consultant made several recommendations regarding staffing, funding and capital improvements. One recommendation was to hire a professional manager. The City recently conducted a competitive process to select a Cemetery Administrative Manager.

Cemetery Field Supervisor John Wells applied for the position, and was not the successful candidate. To provide the new Administrative Manager the best opportunity for success the City reassigned Mr. Wells to the City Shops. Mr. Wells will remain a Field Supervisor, and will not suffer any reduction in base wages. Mr. Wells will retain his overall seniority with the City. As of March 2015, Mr. Well's seniority with the Public Works Shops will reside at the bottom of the seniority list within the Department, pursuant to Article 14.3 Section 2.

If Mr. Wells separates employment or any other Field Supervisor separates employment the position will be filled with another field supervisor.

The base staffing level number of employees in Appendix C was adjusted to reflect the additional field supervisor assigned to Shops.

The City's act of moving John Wells from the Sumner Cemetery to the Sumner Public Works Shops should not set a precedent.

APPENDIX C – STAFFING LEVELS

The City Council has approved the following staffing levels as part of the 2019-2020 biennial budget:

	Cemetery		Fleet		Parks		Shops		Facilities		Finance		Totals		FTE Count
	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	Funded	Unfunded	
2019															
OP1	1	0	0	0	1	0	4	0	0	0	0	0	6	0	
OP2	1	0	1	0	3	0	8	0	1	0	1	0	15	0	
Field Sup	1	0	1	0	1	0	4	0	0	0	0	0	7	0	
Totals	3	0	2	0	5	0	16	0	1	0	1	0	28	0	28
2020															
OP1	1	0	0	0	0	0	4	0	0	0	0	0	5	0	
OP2	1	0	1	0	4	0	8	0	1	0	1	0	16	0	
Field Sup	1	0	1	0	1	0	4	0	0	0	0	0	7	0	
Totals	3	0	2	0	5	0	16	0	1	0	1	0	28	0	28

The City has the right to amend this list as necessary as part of the budget process. Increasing or decreasing staffing is dependent on tax and utility rate revenues.

APPENDIX D – Technology

The City of Sumner utilizes technology for the purpose of asset management and access control. The technology utilizes Global Positioning System (GPS) capabilities built into smartphones and tablets. Additionally, the City utilizes Closed Circuit Television (CCTV) security cameras and controlled access at most City Facilities and water supply locations.

The purpose of the GPS technology is to enhance our response time and documenting completed service requests. The purpose of the security cameras is to provide security monitoring at critical City facilities, and provide video evidence in the event of a security breach.

The logs and records from the GPS transmissions, camera recordings and access control logs provide added security to City property. It is understood that these devices may create a record—no different from a telephone or computer—of possible misuse of City property. These records are not intended to provide direct evidence of employee misconduct or wrongdoing. Should an incident or behavior be discovered for articulable reasons, such data may be used as evidence for employee counseling or discipline.

The use of this technology does not change or otherwise alter current employee expectations related to employee conduct and performance.

In summary:

- GPS technology is for gathering information related to location, maintenance and technical data performed by City employees.
- City employees shall be notified all City-issued smartphones and tablets are enabled with GPS functionalities. Employees participating in the cell phone stipend program must allow for City owned applications, e.g. Asset Essentials or Maintenance Edge, to be installed on that employee's mobile device or tablet to utilize GPS services. If an employee desires to discontinue participation in the cell phone stipend program he/she will be issued a City owned device.
- The City shall not utilize the technology resources (GPS and security footage) to routinely or randomly monitor employee performance at any time.
- A supervisor may review data of a specific incident only when there is an articulable reason justifying such review. Articulable reasons for reviewing recorded data include, but are not limited to:
 1. A civil claim has been filed, or is likely to be filed, against the City based on the actions of an employee.

2. A documented complaint has been made against an employee that if true would result in a violation of City policy, and an investigation of that complaint is in process.
 3. The employee was involved in a collision resulting in the serious injury or death of the employee or another involved person, and/or resulted in property damage requiring one or more vehicles to be towed from the collision location.
 4. Any supervisor can review recorded data when an articulable emergent reason exists, e.g. locating an employee for safety purposes.
- Data generated by these devices are maintained and retained in the regular course as with any other electronic business record of the City and shall be made available to the Union upon request.

APPENDIX E — Smoke Testing

Smoke testing has proven to be a vital ingredient of successful inflow and infiltration (I&I) studies. It is as important now as it ever has been as growing municipalities increase demands on aging, often deteriorating collection systems. In addition, the city must comply with our National Pollutant Discharge Elimination System (NPDES) permit and the Interlocal Agreement with Bonney Lake, both of which require the city to study and reduce I&I.

To adequately assess the scope of the city's infiltration and inflow problem, the City desires to smoke test a large portion of the city as part of a Capital Improvement Project (CIP). Due to the complexity of the project (public outreach, traffic control, documentation, mapping and video) the Union agrees to allow the City to contract out this work for the next three years (2017-2019) in order to help return the city to a maintenance level. The Union will conduct follow-up testing to verify repair work as required. It is further understood that this shall not deprive members of future smoke testing work.

The city shall have the sole discretion as to what areas will be tested. This MOU shall not affect smoke testing as part of an annual maintenance program or testing associated with other city projects/repairs.