



# BUCKLEY CITY COUNCIL AGENDA

Tuesday, April 22, 2025, at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #03-25, Next Resolution #25-03, Next Agenda Bill #25-016

Or Via Zoom:

<https://us02web.zoom.us/j/83366597529?pwd=N2hMTmh5eEZ4TGpJd2dpbFp0cnkvdz09>

Call-in Number: 253-215-8782

Meeting ID: 833 6659 7529 Meeting Passcode: 863441

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## A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll call
3. Agenda Modifications
4. Announcements, Appointments and Presentations
  - a. Street Naming Presentation – Keith Lambertus

## B. PUBLIC COMMENTS - *Time Limit of Three Minutes* (Citizens wishing to speak are Encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

## C. COMMITTEE REPORTS

1. Mayor's Report	Burkett
2. Planning Commission	Arsanto
3. Admin/Finance/Public Safety Committee	Smith

## D. CONSENT AGENDA

- a. Approval of October 22, 2024, City Council Minutes
- b. Approval of November 5, 2024, City Council Study Session Minutes

## E. REGULAR AGENDA

1. ORDINANCE
  - a. ORD No. \_\_\_-25: Amending BMC 14.04 Municipal Water Supply System
2. NEW BUSINESS
  - a. Collective Bargaining Agreement – IAFF Local 3520 – 2025-2026
  - b. Authorization to Purchase Furniture for New City Hall

## F. STAFF REPORTS

1. 1<sup>st</sup> Quarter 2025 Financial Report
2. City Administrator Update

## G. PUBLIC COMMENTS - *Time Limit of Three Minutes*

## H. COUNCIL MEMBER COMMENTS & GOOD OF THE ORDER

## I. ADJOURNMENT

## **B. PUBLIC COMMENTS**

## **C. COMMITTEE REPORTS**

# **D. CONSENT AGENDA**

**City Council**  
**October 22, 2024**

Mayor Burkett called the regularly scheduled meeting to order at 6:02 PM.

Upon roll call the following members were present: Smith, Anderson (via Zoom), Arsanto, Burbank and Bergerson.

**Council member Burbank moved to excuse Council member Green and Bender. Council member Arsanto seconded the motion. Motion carried.**

Also present were: City Administrator Brunell, Police Chief Alfano, Fire Chief Skogen, Finance Director Hines, Wastewater Treatment Plant Supervisor Doty, Wastewater Treatment Plant Worker Baker, Support Services Officer Sutphin, Utility Worker Chalcraft, Utility Worker Reedy, Parks Maintenance Worker Lacy, and Mechanic Summers.

Mayor Burkett asked if there were any other additions, deletions, or changes to the agenda.

**Council member Smith moved to approve the agenda as amended. Council member Bergerson seconded the motion. Motion carried.**

**ANNOUNCEMENTS, APPOINTMENTS, AND PRESENTATIONS**

Mayor Burkett administered the Oath of Office to Police Officers Jared Howells, Cory Tunnell, and Colby Sokol.

**Council member Bergerson moved to approve Natasha Hackett to Citizen Advisory Commission. Council member Burbank seconded the motion.**

**CITIZEN PARTICIPATION**

**Marvin Sundstrom Jr.** – Mr. Sundstrom wanted to remind Council members that the City held a Comprehensive Plan Workshop and the citizens overwhelmingly agreed for lower taxes and affordable housing.

**Caleb Chalcraft** – Mr. Chalcraft was speaking on behalf of the employees of IOUE local 302 and is encouraging Council to look further into the proposed contract for City Opt-Out. This could significantly reduce monthly income for the employees that take

advantage of this program. Mr. Chalcraft explained that employees choosing this program saves the City monthly.

### **COMMITTEE REPORTS**

#### **Council Member Comments & Good of the Order:**

Council member Smith spoke on the ongoing local 302 negotiations and that Council cannot speak on this topic at this time as it is still between City of Buckley and the bargaining unit.

Council member Burbank was curious about the email the Council received regarding Buckley Foodbank and spoke on the topic of what MSRC says about the gift of public funds. Ms. Burbank would just like more information on this.

Council member Bergerson agrees with Council member Burbank on the topic of the Foodbank and would like more information and discussion at the City Council Study Session.

City Administrator Brunell added that an ILA or MOU could be an option for Buckley Foodbank.

### **REGULAR AGENDA**

#### **Public Hearing: 2025 Property Tax Levy and 2025 EMS Tax Levy**

**Mayor Burkett convened the Public Hearing at 6:30 PM.**

**Carolyn Harding** – Ms. Harding spoke on behalf of the Buckley Chamber of Commerce and wanted to let Council know that as the City looks at revenue for the upcoming biennial budget the Chamber of Commerce would like to see what will impact businesses and property owners the least while still providing the services needed by the City of Buckley.

**Josh Hosford** – Mr. Hosford appreciates Finance Director Hines explanation of how property taxes work and spoke on how managed growth can provide construction revenue and many property owners are waiting for the Comprehensive Plan to pass to move forward.

#### **RES No. 24-08 Amending Section 6.21 “Health Insurance Opt-Out Program” of the City Personnel Policy and Administrative Procedures Manual**

**Council member Arsanto moved to Approve RES No. 24-08 Approval of Amending Section 6.21 “Health Insurance Opt-Out Program” of the City of Buckley Personnel Policy & Administrative Procedures Manual. Council member Burbank seconded the motion. Upon roll call vote motion carried 5/0.**

**RES No. 24-09 Authorizing an Amendment to an Interlocal Agreement for Emergency Management Services Provided by the City of Puyallup**

Council member Burbank moved to Approve RES No. 24-09 Authorizing Amendment to an Interlocal Agreement for Emergency Management Services Provided by the City of Puyallup. Council member Arsanto seconded the motion. Upon roll call vote motion carried 5/0.

**Interlocal Cooperation Agreement for Multijurisdictional SWAT Team**

Council member Smith moved to Approve the Interlocal Agreement for Multi-jurisdictional SWAT Team in Pierce County. Council member Arsanto seconded the motion. Motion carried.

**Special Services Agreement with the Pierce County Sheriff's Department**

Council member Smith moved to Approve the Special Services Agreement between the Pierce County Sheriff's Department and the City of Buckley. Council member Burbank seconded the motion. Motion carried.

**STAFF REPORTS**

**3<sup>rd</sup> Quarter Fire Department Update:**

Fire Chief Skogen updated the Council that the call volume at the Fire Station is running steadily and there are roughly 10% more calls than last year. This has been the running trend for the last 4 years. Chief Skogen also gave an update on the hiring of two new additional firefighters.

**City Administrator Update:**

City Administrator Brunell spoke to the Council on the revised legislative priorities and the 2025 legislative agenda from AWC. Ms. Brunell spoke on Miller Park grants, LTAC requests this year, and waiting for the response regarding the Buckley Hall.

**CITIZEN PARTICIPATION**

**Emerson England** – Emerson England is from Buckley Boy Scout Troop 577 and would like to know how young people in City of Buckley can help support the City and prevent the rise in crime.

**Donna Garland** – Ms. Garland wanted to thank the Council for their support of the Buckley Foodbank and remind them that this is all volunteer work. There are currently 52 volunteers with an average of 600 hours combined.

**Mel Garland** – Mr. Garland is the chair of Planning Commission and spoke wanting to update the poor zoning from prior administration and correct some of the zoning to better benefit the City. Mr. Garland also volunteers for Buckley Foodbank and wanted

to add that all the money goes directly to the Foodbank and there has been a deficit lately.

**Tony Frascone** – Mr. Frascone is a union representative for IOUE Local 302 and wanted to speak to Council on a fair contract for all union employees since union employees at City of Buckley is such a diverse group.

Mayor Burkett announced that immediately following the Council meeting, the Council will be going into a closed session to discuss Collective Bargaining Agreement Negotiations, and everyone must leave the room.

**Council member Arsanto moved to adjourn. Council member Bergerson seconded the motion. Motion carried.**

**With nothing further, the meeting was adjourned at 7:26 PM.**

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Mayor

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City Administrator

Prepared by: Jessica Clark

**CITY COUNCIL  
STUDY SESSION  
November 5, 2024**

**ATTENDEES:** Council members Smith, Bergerson and Green.

Also in attendance were Mayor Burkett, City Administrator Brunell, Senior Planner Farnsworth, Finance Director Hines, Fire Chief Skogen, Police Records Clerk Burkett and Deputy City Clerk Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 6:02 PM.

**2025-2026 Preliminary Budget:**

Finance Director Hines showed Council a Power Point Presentation on 2025-2026 Preliminary Budget. This presentation contained; City Vision & Mission, Top Goals, 2025-2026 Budget Topics, 2025-2026 Key Projects, General Fund Overview, Other Funds Overview, and Next Steps for Budget Process.

Ms. Hines also discussed LTAC funding recommendations and the applications the City has received for 2025.

**Comp Plan:**

City Administrator Brunell explained to Council that this comp plan has been seen before several times by them and is just brought forward with the updated changes that were discussed. Senior Planner Farnsworth is present if there are any questions.

Council member Green said he would like to soften the wording of a certain section of Land Use and Community Design. City Administrator Brunell made a note about this. Ms. Brunell let Council know this must be adopted by December 31, 2025, but Council can amend Comp Plan once a year.

**City Council Comments:**

Council member Smith asked if City Hall remodel is still on track and Ms. Brunell said we are.

With nothing further, the Study Session was adjourned at 7:11 PM.

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City Administrator

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Mayor

Prepared by: Jessica Clark

## **D. REGULAR AGENDA**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  ORD No. ____-25: Amending Section 14.04 of the Buckley Municipal Code Municipal Water Supply System	<b>Agenda Date: April 22, 2025</b> <b>AB25-016</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk	X	X
	Finance Dept		
	Building Official		
	Fire Dept		
	Parks & Recreation		
	Building & Planning		
	Police Dept		
	Municipal Court		
	PW/Utilities		
<b>Staff Contact:</b> City Administrator Courtney Brunell			
<b>Attachments:</b> Ordinance			
SUMMARY STATEMENT: The attached Ordinance amends the Buckley Municipal Code so that there is a system in place to address utility bill adjustments due to water leaks.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: <b>MOVE to Approve Ordinance No. 03-25 Amending Section 14.04 of the Buckley Municipal Code Related to Municipal Water Supply System.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

CITY OF BUCKLEY, WASHINGTON

ORDINANCE NO. \_\_\_\_-25

AN ORDINANCE OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, AMENDING  
BUCKLEY MUNICIPAL CODE CHAPTER 14.04 MUNICIPAL WATER SUPPLY SYSTEM

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**WHEREAS**, Chapter 14.04 of the Buckley Municipal Code establishes policies and rules regarding the Municipal Water Supply; and

**WHEREAS**, the Code does not specify how the City may adjust a utility bill due to a water leak; and

**WHEREAS**, the City does not provide customers with a process to request an adjustment to their utility bill if they experience an undetected water leak and promptly repair the leak upon discovery.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON,  
DO ORDAIN AS FOLLOWS:

**Section 1.** Buckley Municipal Code Section 14.04.152 titled "Adjustment of utility bills" is added as follows:

**14.04. Adjustment of Utility Bills**

- (1) A City water utility customer may apply in writing to the City Finance Department, a water leak rate adjustment. Making such a request does not extend the period for payment of the water bill. Requests for adjustments on delinquent accounts will not be acted upon until paid in full.
- (2) A water leak rate adjustment is permitted once in a twelve (12) month period and may only be applied to one billing period.
- (3) The request for adjustment must be made within 30 days of the invoice date for the bill the customer is seeking adjustment.
- (4) The water leak must be between the customer's water meter and the residence or within their residence. Irrigation system leaks are not eligible for adjustment.
- (5) The customer must provide proof that the leak was repaired such as an invoice for repairs or parts or pictures.
- (6) Average processing time for an adjustment is 1 (one) to 2 (two) weeks. The customer is responsible for payment until any adjustment is processed. Late fees will be applicable until the balance is paid in full.
- (7) Following the receipt of a written request for a water leak adjustment, the Public Services and Finance Department Directors shall review the request and determine whether or not to approve the water leak rate adjustment. In order to make proper determination, City staff shall be entitled to access, inspect, and approve the customer's water line repair prior to granting a water leak rate adjustment.
- (8) If approved, the City shall make a water leak rate adjustment by issuing a credit to the customer's account. The adjustment shall not exceed the total water usage for the billing period sought for

the adjustment minus the customer's average consumption for the past three years for the same period the leak occurred. For customers who have been receiving service less than three years, the average water consumption shall be based on the average usage for that classification of customer for that time period in the previous year. In no instance shall the water leak adjustment exceed \$1,000.00.

**Section 2. 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 3. Effective Date.** This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

Introduced, passed, and approved this 22<sup>nd</sup> day of April 2025.

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Beau Burkett, Mayor

Attest:

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Treva Zumeck, City Clerk

APPROVED AS TO FORM:

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Phil Olbrechts, City Attorney

PUBLISHED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

## ITEM INFORMATION

SUBJECT:  <b>Collective Bargaining Agreement – IAFF Local 3520 – 2025 through 2026</b>	Agenda Date: April 22, 2025      AB25-017		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk	X	X
	Finance Dept		
	Building Official		
	Fire Dept		
	Community Services		
	Planning Dept		
	Police Dept		
	Municipal Court		
	PW/Utilities		
<b>Staff Contact:</b> City Administrator Brunell and City Clerk Zumeck			
<b>Attachments:</b> Agreement			
<b>SUMMARY STATEMENT:</b> See attached agreement.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> N/A			
<b>RECOMMENDED ACTION:</b> <b>Move to Approve the Collective Bargaining Agreement and Between the City and IAFF Local 3520 for 2025 through 2026.</b>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	



**2025-2026**  
**Collective Bargaining Agreement**  
**City of Buckley**  
**I.A.F.F. Local 3520**

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## Preamble

This agreement is entered into by and between the City of Buckley, hereinafter referred to as "the City," and the International Association of Firefighters Local 3520, hereinafter referred to as "the Union."

The purpose of this agreement is to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.



## Article 1 Recognition

- 1.1 The City recognizes the Union as the exclusive bargaining representative of all regular full-time uniformed employees as defined by RCW 41.26.030 defining firefighters working at the City of Buckley, excluding the Fire Chief, Assistant Chief, volunteers, supervisors, confidential employees, and all other employees according to PERC Decision 13998.
- 1.2 Any newly created job classification included in the bargaining unit shall be negotiated with the Union. If the Union and the City disagree as to the inclusion or exclusion of any new classification in the bargaining unit, a request shall be submitted to the Public Employment Relations Commission for unit clarification.

## Article 2 Union Security

### 2.1 Union Informational Meetings

Pursuant to RCW 41.56.37, the Union will be afforded reasonable access to new bargaining unit members within the first ninety (90) days of placement in the bargaining unit for the purpose of presenting information about the benefits of Union membership. This presentation may occur during employee orientation or in a meeting with a Union Representative during the employee's regular work hours at their regular worksite.

### 2.2 Union Membership Obligations

- 2.2.1 Employees may choose to become a member of the Union at any time in accordance with internal Union policy.
- 2.2.2 An employee's application for Union membership and/or maintenance of Union membership shall be satisfied by the following: 1) an offer by the employee to pay the regular initiation fee, regular dues uniformly required by the Union of its members, and any other fees required by the Union's internal policy; 2) submitting a signed union opt-in form to the employer to initiate the monthly payroll deduction and 3) complying with the terms of the Union dues opt-in form.
- 2.2.3 An employee may resign from Union membership by submitting a written resignation to the Union, in accordance with the terms of the Union opt-in form. Within five (5) days of the receipt of a timely written resignation, the Union will notify the Employer to cease monthly deductions for that employee. The City shall cease payroll deductions no later than the second pay period after receipt of notice from the Union.

## Article 3 Dues Deduction

- 3.1 The City of Buckley will make deductions on a monthly basis from a member's pay for the regular Union dues, initiation fees and assessments in an amount certified as correct by the Union secretary; provided that the member authorizes such deductions, in writing, on a form to be filed with the City of Buckley. When a Union Opt-in form is filed with the City, the signed Union opt-in form will be transmitted to the Union. The City of Buckley shall remit such deductions to the Union on a monthly basis.

3.2 The Union agrees to hold the City of Buckley harmless for any action taken against it for complying with the provisions of this Article.

## Article 4 Anti-Discrimination

4.1 The Union and the City agree that there should be no unlawful discrimination against any employee because of Union membership, Union activity, race, creed, color, age, religion, sex, sexual orientation, gender identity, national origin, veteran status, marital status, disability, or any other basis protected by federal or state law.

## Article 5 Wages

5.1 **2025 Wages.** Members covered by this Agreement in 2025 will be compensated in accordance with the following wage scale. Each step is 12 months. Upon promotion, an employee's step anniversary date resets.

	Initial Step	A	B	C	D	E	F	G	H	I	J
Firefighter	\$6,547	\$6,681	\$6,814	\$6,947	\$7,088	\$7,231	\$7,436	\$7,522	\$7,672	\$7,829	\$7,986
Recruitment & Retention Coordinator	\$6,547	\$6,681	\$6,814	\$6,947	\$7,088	\$7,231	\$7,436	\$7,522	\$7,672	\$7,829	\$7,986
Captain	\$7,024	\$7,165	\$7,308	\$7,454	\$7,601	\$7,754	\$7,909	\$8,068	\$8,227	\$8,392	\$8,561

5.2 **2026 Wages.** Effective January 1, 2026, monthly base salary for employees covered by this agreement shall be increased by one hundred percent (100%) of the CPI-U (June 2024 to June 2025) with a minimum of two percent (2%) and a maximum of four percent (4%).

5.3 **Acting Pay.** Any employee who is assigned to accept those responsibilities and duties of a position or rank above that which they normally hold shall be paid at a 7% premium of their base pay for the duration of the time they are Acting in this capacity.

## Article 6 Special Operations

6.1 Wildland Mobilization Request – These requests will be filled by career members in order of seniority when a request is approved by the Fire Chief for the bargaining unit.

## Article 7 Hours of Duty

### 7.1 Hours of Work.

7.1.1 Standard hours of work for twenty-four (24) hour shift personnel shall be two shifts on followed by five shifts off, with one additional 24-hour shift every 21 days. The FLSA work cycle shall be 21 days and employees will be scheduled to work 168 hours (without Kelly Days off) each 21-day work cycle.

- 7.1.2 Hours of work for Rover 24-hour shift personnel shall be six (6) 24-hour shifts in every 21-day work cycle. The employee shall not be assigned to a specific shift and will not receive Kelly Days. The employee shall work collaboratively with the Fire Chief or designee to determine a monthly schedule that assists in mitigating the financial impacts of overtime and/or pay out of classification assignments. The employee may reschedule any shift with prior approval of the Fire Chief or designee.
- 7.1.3 Hours of work for eight (8) hour or ten (10) hour shift personnel shall be eighty (80) hours in a fourteen (14) day work cycle. Hours of work for twelve (12) hour shift personnel shall be forty-eight (48) hours in an eight (8) day work cycle.
- 7.1.4 The twenty-four (24) hour shift shall commence at 0600 and conclude at 0600, twenty-four hours later.
- 7.1.5 The normal work period for twelve (12) hour shift employees shall be eight (8) days, which includes four (4) consecutive days of twelve (12) hour shifts on and four (4) consecutive days off. The twelve (12) hour shift shall commence at 0600 hours and conclude at 1800 hours the same day.
- 7.1.6 No assigned work period shall exceed seventy-two (72) consecutive hours.

7.2 **Changes to Hours of Work.** The schedule of hours of work, as noted in this Article, may be modified by the City. The City will provide seven (7) days advance notice to the affected employee unless mutually agreed upon by the Employer and the Employee. Should the schedule of an employee be modified, said schedule change shall not occur until completion of the current work cycle, unless compensation at the current overtime rate is provided for every hour beyond the hours of work described in section 7.1, provided that overtime is not required for a schedule change mid-work cycle if the schedule change is for: (1) training; (2) light duty; or (3) other immediate operational need.

7.3 **Overtime.** Overtime for all personnel shall be any time worked in excess of the employee's normally scheduled work hours. Overtime applies to employees held over for an alarm past termination of their scheduled shift, meetings, trainings, program management, special events, and other required work.

- 7.3.1 The use of vacation, sick leave, holidays, and compensatory time shall, for the purposes of overtime calculation, constitute scheduled hours worked.
- 7.3.2 Overtime shall be compensated at one and one-half (1 ½) times the employee's hourly rate as defined in Article 5.
- 7.3.3 Overtime shall be calculated and rounded up to the nearest quarter hour (i.e., 3 minutes = ¼ hour of overtime, 48 minutes = 1 hour of overtime).

7.4 **Compensatory Time.** In lieu of overtime pay, employees may request to accrue compensatory time subject to the Fire Chief's approval and up to a maximum accrual of forty-eight (48) hours. Compensatory time is accrued at a rate of one and one-half for the actual time worked. Compensatory time may be scheduled and used in the same manner as vacation.

7.5 **Voluntary Training.** The Fire Chief may authorize reimbursement for tuition and expenses for voluntary training occurring off-duty.

7.6 **Meal & Rest Periods.** The parties agree to meal and rest periods that supersede WAC 296-126-092 pursuant to RCW 49.12.187. Each eight (8) and ten (10) hour shift shall be allowed one (1) hour of paid time for meal and rest periods during their scheduled shift. Each twelve (12) hour shift shall be allowed one and one-half (1.5) hours of paid time for meal and rest periods during their scheduled shift. Each twenty-four (24) hour shift shall be allowed two and one-half (2.5) hours of paid time for meal and rest periods. Employees who are interrupted during a meal or rest period or who do not take a meal or rest period are not entitled to overtime or additional compensation.

7.7 **Kelly Days.** The total number of Kelly Days annually for employees on the Standard 24-hour shift schedule will be 17. This reduces the number of work hours per year to an average of 2,502 hours. For purposes of this section, "Kelly Day" shall be defined as an unpaid twenty-four (24) hour shift taken off in order to reduce average hours worked from 2,920 to 2,502. Employees on the Rover 24-hour shift schedule do not receive Kelly Days because their annual schedule averages 2,502.

7.7.1 Standard twenty-four (24) hour shift personnel shall schedule one Kelly Day off during each 21-day work cycle. Kelly Days shall be chosen in accordance with the procedure outlined in Article 10 and submitted to the Fire Chief by December 1. The Fire Chief has 30 days to review and approve the proposed calendar. Discrepancies will be corrected at the Fire Chief's discretion.

7.8 **Shift Trading.** Subject to advance approval by the Fire Chief, employees may voluntarily trade a shift. Shift trading shall not result in overtime or other cost to the City. Trades must be completed within six (6) months. If an employee fails to pay back a trade, the employee's accrued vacation and/or holiday leave will be deducted for the hours missed by the rate at which the missed shift is covered (straight time or time and one-half).

7.9 **Standard 24-Hour Work Schedule.** The parties acknowledge that the Standard 24-hour work schedule may require adjustment in the future to accommodate staffing changes. Either party may reopen Article 7 to propose changes to the Standard 24-hour schedule.

## Article 8 Vacations

8.1 Full-time employees shall earn paid vacation, accrued monthly, on the following basis:

Annual Vacation Accruals			
After completion of year...	8 and 10-hr shift	12-hr shift	24-hr shift

Start	96	120	144
1	106	132	168
2	116	144	192
3	126	156	216
4	136	168	240
5	146	180	264
6	156	192	288
7	166	204	288
8	176	216	288
9	186	216	288
10	196	216	288
15	196	216	312
20+	196	216	336

Employees hired into regular full-time positions prior to January 1, 2025, will be grandfathered and continue to receive one shift of vacation per month until their accrual on the table above exceeds that amount. The city reserves the right to place future employees on the vacation accrual chart in consideration of their professional experience.

- 8.2 A maximum of 288 hours may be accrued by 24-hour shift personnel, and a maximum of 240 hours of vacation may be accrued by all other personnel. Hours above the maximum will be forfeited, provided that an employee who is unable to use excess vacation hours may request permission to use the excess hours during the next calendar quarter, subject to approval by the Fire Chief.
- 8.3 In cases where the Fire Chief or designee have determined that operations have made it impractical for an employee to use vacation time, those employees may elect to take a portion of their annual carryover balance of vacation time in cash as opposed to taking the time off. The Salary Schedule will be used to determine the hourly rate of when the time was earned and the employee will be paid that equivalent in cash. When authorized, the employee may exercise the option to buy back vacation hours up to two times in each calendar year. The employee may elect to buy back up to forty (40) hours in June and forty (40) hours in December or the full eighty (80) hours in December. The decision to exercise this option must be made and submitted to the Finance Director prior to May 30 for a June buy back or November 30 for a December buy back. The buy back payment(s), if chosen, will occur in June and/or December of the year in which the request is submitted. The maximum hours that may be exercised for vacation buy back is eighty (80) hours in any calendar year, on an hour for hour basis.
- 8.4 Vacation will be chosen in accordance with the procedure outlined in Article 10 and submitted to the Fire Chief by December 1. The Fire Chief has 30 days to review and approve the proposed calendar. Discrepancies will be corrected at the Fire Chief's discretion.
- 8.5 Upon separation from employment, unused vacation hours will be paid out based on the employee's wage at the time of separation.

## Article 9 Holidays

9.1 **Day Shift.** Each eight (8) hour or ten (10) hour shift employee shall be entitled to one (1) day's wage on each of the following days which are hereby declared official holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday Following Thanksgiving
- Christmas Day
- Two Personal Days

9.1.1 Any holiday falling on a Sunday shall be observed on the following Monday; any holiday falling on Saturday shall be observed on the preceding Friday.

9.1.2 Personal Days are taken in the same manner as vacation. Personal Days are forfeited if not used during the calendar year.

9.1.3 Holidays must be taken on the observed date unless mutually agreed to by the employee and their immediate supervisor. If an employee works on a holiday, it will not be paid as overtime. The employee will substitute another day off with supervisor approval.

9.2 **12- and 24-Hour Shifts.** 12-hour and 24-hour shift employees shall be granted one hundred twenty (120) hours of leave with pay in lieu of holidays. Employees shall be allocated holiday hours at the beginning of each calendar year. For employees who work a partial calendar year or who are assigned to a 12 or 24-hour shift mid-year, holidays will be prorated at the rate of 10 hours per full calendar month.

9.2.1 Holidays will be chosen in accordance with the procedure outlined in Article 10 and submitted to the Fire Chief by December 1. The Fire Chief has 30 days to review and approve the proposed calendar. Discrepancies will be corrected at the Fire Chief's discretion.

9.2.2 Holidays shall be utilized within the calendar year that they are earned. Unused holiday hours are forfeited.

9.2.3 Upon separation from employment, unused holiday hours will be paid out. If the employee used more holiday hours than they earned that calendar year, the hours owed back to the City will be removed from their vacation balance or an equivalent amount will be deducted from their final paycheck.

9.3 **Transfer.** If a 24-hour shift employee is transferred to an 8 or 10-hour shift, the employee will use accrued holiday hours to cover their holidays, use other paid leave such as vacation or compensatory time to cover the hours, or will work the holiday.

## Article 10 Leave Requests

10.1 24-hour shift employees shall choose leave, including Vacation, Holiday, Kelly Days, and any Compensatory Time in order of seniority from available slots. Leave requests shall be selected no later than December 1. The employee shall request a maximum of nine consecutive or non-consecutive shifts in each of four rounds. It shall be the responsibility of each employee to ensure they have one Kelly Day per twenty-one (21) day work cycle. The first shift picked within a 21-day cycle will automatically be assigned as a Kelly Day unless another specific day is requested as a Kelly Day.

The Fire Chief may grant additional leave requests if submitted in writing or electronically at least ninety-six (96) hours in advance of the time such leave would begin.

10.2 Day shift employees shall choose leave, including Vacation, Holiday, and any Compensatory Time in order of seniority from available slots. Vacation requests shall be selected no later than December 1. The employee shall request a maximum of twelve (12) consecutive or non-consecutive shifts in each of four rounds.

The Fire Chief may grant additional leave requests if submitted in writing or electronically at least ninety-six (96) hours in advance of the time such leave would begin.

## Article 11 Leave Conversions

11.1 **Transition Between Work Schedules.** When it becomes necessary to transfer personnel from day shift to a 24-hour shift schedule, or from a 24-hour shift schedule to a day shift position, calculations shall be made to ensure that the employee does not lose any scheduled leave during the transition.

11.2 **Kelly Day Hours Adjustment.** Employees transferring from 24-hour shift work to a day shift position – excluding temporary light-duty assignments – shall elect to either cash out any accrued and unused Kelly Day hours at their regular hourly rate of pay or convert those hours into vacation time. If an employee has a negative Kelly Day balance at the time of transfer, vacation hours will be deducted to bring the Kelly Day balance to zero.

11.3 **Leave Accrual While on Disability.** If an employee is reassigned from a 24-hour shift to day shift due to an injury/illness or is on disability leave, they will continue to accrue and use leave based on their currently assigned leave schedule.

## Article 12 Sick Leave

12.1 **Accrual.**

**Twenty-Four (24) Hour Personnel:** Employees assigned to a 24-hour shift shall accrue 24 hours of sick leave per month of service. The maximum carryover of sick leave from one calendar year to the next shall not exceed one thousand and four hundred and forty (1,440) hours.

**Day Shift Personnel:** Employees assigned to a day shift shall accrue 10 hours of sick leave per month of service. The maximum carryover of sick leave from one calendar year to the next shall not exceed one thousand and eighty (1,080) hours.

12.2 **Initial Sick Leave Allocation.** On the date of hire, 24-hour employees shall be front-loaded 144 hours of sick leave, and day shift personnel shall be front-loaded 96 hours of sick leave. These front-loaded hours will be charged against the employee's sick leave accruals. If an employee separating employment over-used their front-loaded sick leave, the over-use will be deducted from the employee's final paycheck.

12.3 **Use.** Employees eligible for sick leave with pay shall be granted such leave for the following reasons:

- a. Personal illness, injury, or health condition.
- b. Forced quarantine of the employee in accordance with community health requirements.
- c. Medical or dental appointments.
- d. To care for the employee's spouse, registered domestic partner, child, parent, grandparent, sibling, grandchild, or other family member as defined by law.
- e. For any Family Medical Leave Act (FMLA) qualifying event.
- f. Or for other reasons as defined by law.

12.4 **Notice.** If an employee's sick leave absence is foreseeable, the employee must provide notice at least 10 days in advance, or as early as practicable. If the sick leave absence is unforeseeable, the employee must provide notice two hours before the start of their shift.

12.5 **Verification.** Should sick leave continue for four or more consecutive shifts for any employee, and if required by the Fire Chief or designee, the employee shall provide a physician's statement. Prior to returning to work, the City may require a written release from an employee's treatment provider certifying the employee's fitness to return to duty.

12.6 **Discipline.** Dishonesty regarding use of sick leave may be cause for discipline.

12.7 **Worker's Compensation.** If the employee is receiving temporary total disability or time loss payments from the State of Washington, then the employee should also receive the disability supplement for firefighters as prescribed by the Revised Code of Washington. The disability leave supplement provided by the RCW shall continue in accordance with state law, up to a maximum of six months from the date of injury or illness.

12.7.1 Employees may use accrued paid leave to cover any remaining portion of their regular wages. If required by the City, an employee must remit payment of any temporary total disability or time loss payments back to the City to be credited to the employee's accrued leave bank.

12.8 **Cash Out.** Upon separation from employment, an employee will cash out accrued sick leave according to the following schedule:

Reason for Separation	Percent Cashout
Resignation after at least 5 years of continuous service to the City.	10%
Disability, Layoff, DRS-Eligible Retirement, Death	25%
Line of Duty Death	100%

12.8.1 The City shall contribute 50% of the employee's eligible sick leave cashout to the IAFF Medical Expense Reimbursement Plan (MERP).

12.9 **Paid Family Medical Leave.** Eligible employees are covered by Washington's Paid Family Medical Leave Program (PFML). Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees pay through payroll deductions the maximum allowable charges for both family leave and medical leave premiums as provided by state law and updated annually by the Employment Security Department. The Employer shall pay any remaining portion as required by law.

12.10 **Sick Leave Donation.** Employees may donate up to ninety-six (96) hours of either sick leave or vacation leave which they have accrued to another employee with approval of the City. Employees must have exhausted all accrued leaves before being eligible to receive donated time.

## Article 13 Light Duty

13.1 Any employee who becomes injured or medically unfit for regular duty may petition the Fire Chief to work light duty contingent on the Fire Chief determining that there is light duty work available and the employee providing a medical release indicating the type of work the employee is released to perform with no loss of wages or benefits.

13.2 The Fire Chief has the right to schedule and assign light duty work within the recognized work schedule(s) and to limit the length of the light duty assignment.

## Article 14 Other Leave

14.1 **Bereavement Leave.** In the event of the death of one of the employee's immediate family, or aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparent of an employee, up to forty-eight (48) hours of paid leave may be approved by the Fire Chief for an employee to attend to family matters, including funeral arrangements. If extended travel is required, an additional twenty-four (24) hours may be requested, subject to approval by the City Administrator, and will be charged to the employee's accrued vacation, holiday, and/or sick leave.

14.2 **Military Leave.** In accordance with RCW 38.40.060, employees who are or become 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 or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) shifts per year, based on the employee's currently assigned shift, beginning October 1 and ending the following September 30 in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status.

- 14.2.1 Requests for such leave shall be filed as soon as possible and shall be accompanied (when available) by a copy of the employee's duty orders.
- 14.2.2 An employee who is called to or volunteers for service with the armed forces of the United States or the Washington National Guard may be entitled to reinstatement in their position upon completion of service, pursuant to state and federal laws. An employee promoted or hired to fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee.
- 14.3 **Jury Duty.** An employee summoned for jury duty is granted leave with pay for such duty, provided the employee reimburses the City any jury duty fee received, exclusive of travel allowance. An employee called for jury duty who is excused by the court must report to work for the remainder of their shift.
- 14.4 **Emergency Leave.** The City agrees to allow time off in the event of an emergency that requires the presence of the employee. An emergency is an event sudden in onset and unexpected which requires the action or presence of the employee, or prohibits their ability to reach the workplace, and the event is not covered under any other leave. The use and length of such a leave shall be mutually agreed upon by the Fire Chief or designee and the employee but is not to exceed four (4) shifts for any occurrence. Members may elect to utilize up to four (4) shifts of vacation, holiday or compensatory time leave with pay during said absence.

## Article 15 Health Insurance

- 15.1 **Health and Welfare.** The City agrees to make contributions as set forth below for employee health coverage. Contributions shall be made on behalf of each employee covered by this Agreement who was compensated eighty (80) hours or more in the preceding month.
- 15.2 **Medical.** The City shall pay 90% of the premium for medical and vision benefits for enrolled employees and 87.5% of the premium for medical and vision benefits for employees' enrolled spouse and dependents for the City-offered plans.
- 15.3 **Dental.** The City shall pay 90% of the premium for dental insurance for enrolled employees and 87.5% of the premium for dental insurance for their enrolled spouse and dependents for the Washington Dental Service Plan E and Orthodontia Rider Plan IV.
- 15.4 **Employee Contribution.** Employees pay the remaining 10% of premiums for their medical, vision, and dental insurance, and the remaining 12.5% of premiums for spouse and dependent medical, vision, and dental insurance via payroll deduction.

15.5 **Double Coverage.** Employees may not be double covered by the City as a spouse or dependent of another City employee. One employee will be named as the policy holder and any spouse or dependent will be identified as a covered dependent.

15.6 **Health Insurance Opt-Out Program.**

**Eligibility & Program Overview**

Eligible employees who can demonstrate and attest to having other employer-sponsored group health insurance for their eligible dependent(s) may elect to opt out of the City's sponsored Medical/Prescription, Vision, and Dental coverage through the Association of Washington Cities Employee Benefit Trust or LEOFF Health and Welfare Trust.

Employees who elect to opt out of dependent coverage will receive a cash payment as follows:

- Employee only (single person, no spouse or dependents): \$700
- Employee plus spouse and/or dependents: \$700
- Just spouse and/or dependents: \$400

Note: All cash payments are subject to normal withholdings, reported as taxable income, and employees are responsible for any associated taxes.

Employees must opt out during the Open Enrollment period. If approved, the employee is eligible for up to twelve (12) months of waiver payments, distributed over twelve (12) pay periods. Re-enrollment is only allowed during the next Open Enrollment period, unless qualifying provisions apply.

Employees must provide proof of alternate coverage and cannot waive existing dependent coverage for cash payment without it.

To participate:

- Complete a waiver form.
- Submit to the Finance Director during Open Enrollment, no later than December 9<sup>th</sup>.

Following submission and verification of alternate coverage, City-sponsored insurance will terminate on December 31 of that year.

Employees may also apply mid-year within thirty (30) days of qualifying life event (e.g. marriage, new dependents) by notifying the Finance Director and completing the required forms.

Participants will:

- No longer have monthly dependent premium deductions.
- Receive waiver payments instead, over 12 pay periods the following year.

Participation does not obligate the City to continue the program yearly if not economically feasible or if it conflicts with federal or state law.

#### New Employees

New full-time employees may be eligible if they:

- Decline dependent coverage during their initial enrollment period.
- Provide proof of alternate insurance for dependents.

Waiver payments will be prorated based on the number of pay periods remaining in the benefit plan year.

#### Duration

A waiver is in effect for 12 months (January 1 – December 31). If continued by the City, employees wishing to participate for another year must:

- Complete a new waiver form.
- Provide updated proof of alternate coverage during Open Enrollment.

Employees opting not to continue must complete all required City enrollment forms during Open Enrollment. Coverage will resume January 1 of the following year.

#### Separation

If an employee separates during the plan year:

- Waiver payments stop at the last payroll period of employment.
- The employee does not retain health insurance coverage through the City after separation/retirement (unless eligible under COBRA, Section 6.19.04 of the Personnel Manual)

#### Re-enrollment

Re-Enrollment to City health coverage may occur:

- Waiver payments will cease in the pay period when City coverage becomes effective.
- Employees must remain on City coverage for three (3) plan years before becoming eligible for the Opt-Out Program again.

15.7 **Health Retirement Account (HRA).** The City agrees to make annual contributions in January to each employee's HRA account in the amount of \$1,100. The City will also fund the administrative cost that the HRA provider charges to manage each account.

## Article 16 Medical Expense Reimbursement Plan (MERP)

- 16.1 Effective the first pay period after this agreement is in effect, the City agrees to increase each employee's monthly pay by \$75.00 for the IAFF Medical Expense Reimbursement Plan (MERP).
- 16.2 The City shall make monthly contributions on a pre-tax basis from the employee's monthly pay in the amount of \$75.00 to the MERP.
- 16.3 It is acknowledged that the MERP requires participation by all bargaining unit members. The City is not an administrator of the plan.

## Article 17 Discipline

- 17.1 Employees are subject to disciplinary action for just cause in accordance with this Agreement, applicable Employer policy, and applicable laws. Probationary employees are subject to dismissal without just cause.
- 17.2 The Employer and the Union agree that the principal objective of any discipline or corrective action shall be to improve the performance, efficiency and quality of the service provided by the Employer. Typically, lower level discipline or corrective action will be initiated and administered by the employee's immediate supervisor. The employee will be notified as early as appropriate in situations where disciplinary action is anticipated.
- 17.3 Represented employees who are the subject of a disciplinary investigation are entitled to their Weingarten Rights and may request Union representation at any time in the process.
- 17.4 The Employer reserves the right to place an employee on paid administrative leave pending the outcome of a disciplinary investigation or for other operational reasons. Paid administrative leave is non-disciplinary.

## Article 18 Probationary Employees

- 18.1 All new entry-level employees shall be on probationary status for a period of twelve (12) months from their date of hire in a regular full-time position. If an employee is deemed unsatisfactory during the probationary period, the City shall have the right to extend the probationary period or terminate the employee. New employees discharged during this probationary period may not appeal to the grievance procedure.
- 18.2 All new lateral employees shall be on a probationary status for a period of twelve (12) months from the date of hire in a regular full-time position. If an employee is deemed unsatisfactory during the probationary period, the City shall have the right to extend the probationary period or terminate the employee. New employees discharged during this probationary period may not appeal to the grievance procedure.
- 18.3 Employees who are promoted to a higher classification within the bargaining unit shall serve a one (1) year probationary period. Should the employee not successfully complete the probationary period, they shall

be reduced to the rank from which they were promoted. The promoted probationary employee may appeal such demotion through the grievance procedure.

## Article 19 Personnel Reduction

- 19.1 In case of personnel reduction resulting from lack of work or lack of funds, the employee with the least seniority with the Bargaining Unit shall be laid off. In the case of reduction in rank, the least senior employee within the rank shall be laid off, but shall be permitted to bump a lower ranking employee provided they have greater total seniority with the City as a Bargaining Unit member.
- 19.2 The name of the laid off employee shall be placed on a recall list for a period of three (3) years. No new employee shall be hired until the laid off employees on the recall list have been given the opportunity to return to work. If rehired, employees will be recalled in reverse order of layoff. That is, the last to be laid off shall be the first to be recalled from the list. Recalled employees must undergo a medical physical clearing them to return to duty. This language shall apply to all bargaining unit members.
- 19.3 Laid off employees must keep the City informed of their current email address and phone number. An employee who does not respond to an offer of recall within fifteen (15) calendar days will be removed from the recall list.
- 19.4 An employee reduced in rank due to a reduction in force shall be promoted to the same rank when that position becomes available in the reverse order of demotion, regardless of promotional list or time limitations.

## Article 20 Promotions

- 20.1 Promotions within the bargaining unit shall be filled through a testing process open to qualified personnel within the bargaining unit. If all interested personnel fail to qualify, or if no City employees apply for the position, the same examination process shall be used to select a candidate from outside the bargaining unit.
- 20.2 The City and the Union shall collaborate to develop a competitive promotional process that aligns with the expectations of both the City and the Union.
- 20.3 A Union representative shall be permitted to observe promotional processes, with approval by the Fire Chief.

## Article 21 Day Shift Assignments

### 21.1 Recruitment and Retention Coordinator

- 21.1.1 The Recruitment and Retention Coordinator is a flexible position designated for training, academy, recruitment, and retention efforts. The duties and responsibilities of this position shall be coordinated with the Fire Chief. Due to the dynamic nature of the position, the eighty (80) hours within a fourteen (14) day work

cycle shall not be assigned fixed time frames. The employee is responsible for coordinating with the Fire Chief to ensure the fulfillment of the required hours of work.

## Article 22 Personnel and Medical Files

- 22.1 Each employee shall have one Human Resources personnel file and one medical file, both of which shall be maintained in a secure area.
- 22.2 Employees shall have the right to inspect the contents of their personnel and medical files upon request and under the supervision of a management representative. Employees may choose to have a representative present during the review of their personnel file. This provision shall be in compliance with RCW 49.12.240 through RCW 49.12.260 – Employee Inspection of Personnel File.
- 22.3 If an employee disagrees with the information contained in their personnel file, they may submit a written statement of rebuttal or correction to be placed in their personnel file. Employees shall be notified when any disciplinary document is placed in their personnel file. If the City determines that there is inaccurate or invalid information in the personnel file, the City shall remove it. This does not prohibit the City from maintaining historical information.

## Article 23 Wellness and Fitness

- 23.1 The City of Buckley and the Union recognize that ensuring the health and wellness of all employees is in the best interest of both parties. Employees shall be allowed ninety (90) minutes each workday for physical fitness training, provided that physical fitness training does not interfere with operational readiness or normal operations. Sixty (60) minutes shall be for physical fitness and thirty (30) minutes shall be allowed for shower/recuperation time.

## Article 24 Drug and Alcohol Testing

- 24.1 The Employer and the Union recognize that drug use by employees threatens the public welfare and the safety of department personnel. It is the goal of the policy described in this article to prevent or eliminate illegal drug usage, abuse of legal drugs, and alcohol abuse through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.
- 24.2 All employees, including new hires, shall be provided a copy, and are expected to sign for receipt and understanding, of the Employer's drug and alcohol testing policy as described in this article. The policy shall describe how tests are conducted, what the test can determine and the consequence of testing positive for drug or alcohol use. Except for pre-employment testing, no employee shall be tested before this information is provided to them. All new hires will be provided with this information upon initial employment. The Employer encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the Employer makes available the Employee Assistance Program (EAP). Any employee who notifies the Employer of alcohol or chemical abuse problems will be given the assistance offered to

employees with any other illness. As with other illnesses, the Employer shall grant sick leave, vacation leave, holiday leave, or leaves of absence without pay for treatment and rehabilitation of drug and alcohol abuse. It is not the intent of the Employer to discipline employees who voluntarily seek help for a drug or alcohol problem, provided that voluntarily coming forward is not in reaction to some independent misconduct associated with drug and alcohol use. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence.

- 24.3 Drugs shall be defined as narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol substances whose dissemination is regulated by law or this policy. With respect to over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed physician or dentist for their use, it is the responsibility of the employee to review cautionary warnings for potential side effects and inquire of the issuing medical authority as to the potential impact of the drug to impair one's ability to work safely and effectively. Each employee is expected to inform their supervisor of circumstances if there is reasonable cause to believe there will be impairment.
- 24.4 The Employer and the Union recognize an employee has an obligation not to place themselves in a situation where the ability to perform their job is impaired by drugs and alcohol. In the event an employee fails to fulfill their obligations, it is the responsibility of the Employer to remove such employee from the work environment to prevent the endangerment of the employee, co-workers, and/or the public. Any employee who tests positive for drugs may be subject to disciplinary action up to and including termination, depending on the circumstances and situation provided, however, it is not the intent of the Employer to discipline employees who voluntarily come forward to seek assistance for a drug or alcohol problem. Any failure to reasonably cooperate with collection of a urine/blood sample, or attempted alteration of a sample, may result in disciplinary action up to and including termination by the Employer.
- 24.5 Employee Testing: Employees shall not be subject to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug and alcohol abuse. However, once objective evidence exists establishing reasonable suspicion to believe an employee's work performance is impaired due to drug and alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions as set forth in this article.
- 24.6 Reasonable suspicion for the purposes of this article is defined as follows: the Employer's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning measurable changes in an employee's work performance, or the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable observations in an employee's work performance that may be due to unauthorized drug or alcohol use.
- 24.7 Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The results of employee tests shall be made available to the Medical Review Physician.

24.8 Recognized strict security and chain of custody procedures shall be followed for collection and handling as outlined by Substance Abuse and Mental Health Services Administration (SAMHSA). If they are not, any positive test shall be invalid and may not be used for any purpose.

24.9 Collection of blood or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right for Union representation to be present during the submission of the sample. Such representation must be available to accompany the employee so as not to unduly delay the testing process. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form.

24.10 A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored and preserved in a scientifically acceptable manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer.

24.11 Drug Testing: The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation test as provided within NIDA standards. The initial and confirmation cutoff levels, expressed as nanograms (ng) per milliliter (mL), shall be used when screening specimens to determine whether they are negative for these four (4) drugs or classes of drugs: Amphetamines, Cocaine Metabolites, Opiates, and Phencyclidine. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the listed confirmation cutoff levels. If confirmatory testing results are negative, all samples shall be destroyed, and records of the testing expunged from the employee's file.

(1) Benzoylecognine

Drug	Initial Cutoff	Confirmation Cutoff
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine metabolites	300 ng/mL	150 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

(2) Specimen must also contain amphetamine at a concentration greater than or equal to 200 nanograms/milliliter.

(3) Test for 6-AM when morphine concentration exceeds 2,000 nanograms/milliliter.

24.12 If confirmatory testing results are negative, all samples shall be destroyed, and records of the testing expunged from the employee's file.

A breathalyzer or similar equipment shall be used to screen for alcohol use, and if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test performed by an

individual properly qualified to perform the test utilizing appropriate equipment. An initial positive alcohol level shall be 0.04 grams per 210 L of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in sample collection shall apply. A positive blood alcohol level shall be .04 grams per 100ml of blood. If either the initial or confirmatory testing results are negative, all samples shall be destroyed, and records of the testing expunged from the employee's file.

24.13 In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nanograms per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nanograms per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of testing expunged from the employee's files.

If the employee tests positive for marijuana, the Medical Review Physician will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the Medical Review Physician determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRP will not release any results of the marijuana portion of the drug test to the Employer.

**Medical Review Physician:** The Medical Review Physician must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of testing sensitivity, specificity, and predictive value, the laboratories running the test and the medical conditions and work exposures of the employees.

24.14 The role of the Medical Review Physician will be to review and interpret the positive test results. They must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee's medical history, and review of any other relevant biomedical

factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- 24.15 Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The Medical Review Physician can only release the results of a positive drug or alcohol test to the Employer once they have completed their review and analysis of the laboratory's test. The Employer will be required to keep the results confidential, and it shall not be released to the general public, unless otherwise required by law.
- 24.16 Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse employees for their time and expenses including travel incurred in the testing procedure only.
- 24.17 Rehabilitation Program: Any employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by the EAP counselor. Employees who complete a rehabilitation program may be retested randomly according to the EAP counselor's recommendation. An employee may voluntarily enter rehabilitation without a requirement of prior testing. Employees who enter the program on their own initiative shall not be subject to retesting. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
- 24.18 The treatment and rehabilitation shall be paid for by the employee's medical insurance program provided by the Employer, according to the terms of the insurance plan. The employee will be solely responsible for any costs, not covered by medical benefits/insurance, which arise from additional counseling or treatment. Employees will be allowed to use their accrued and earned leave for necessary time off involved in the rehabilitation program.
- 24.19 If an employee tests positive during the return to work process, the employee will be subject to disciplinary action up to and including termination.
- 24.20 Duty Assignment After Treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.
- 24.21 Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that they may grieve any other Employer action.
- 24.22 Union Held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Employer assumes the sole responsibility for the administration of the Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or applications of the collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for violations of any worker rights arising from the administration of the drug and alcohol testing program.
- 24.23 Changes in Testing Procedures: The parties recognize that during the life of the Agreement, there may be improvements in the technology of testing procedures, which provide more accurate testing. In that event,

the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as outlined in RCW 41.56.

## Article 25 Uniforms

25.1 Upon appointment to the Fire Department, the City shall furnish each employee with the following uniform items. Such items shall be replaced at no cost to the employee, subject to the approval of the Fire Chief. Uniform shirts and jackets shall be provided with all appropriate sewn-on name tags and patches.

3 Uniform Shirts, Blue (Class B)  
4 T-Shirts  
1 Jacket  
3 Uniform Pants, Dark Blue  
1 Pair Shoes/Boots, Black  
2 Job Shirts  
1 Badge  
1 Belt  
1 Ball Cap  
1 Class "A" Uniform (upon completion of probation)

25.2 Protective clothing shall be furnished by the City to the employee for combat. Items issued shall include two fire helmets with protective shield, two turnout coats, two turnout pants, two pairs of turnout boots, two protective hoods, two utility loops, two pairs of protective glasses, two pairs of gloves, and two pairs of suspenders. These items will be replaced on a fair wear-and-tear basis. All protective clothing shall meet or exceed the Washington State Vertical Safety Standards WAC 296-305.

25.3 Wildland compliant protective clothing including shirt or jacket, pant, boot, helmet, gloves shall be provided by the City.

25.4 Uniforms and protective clothing remain the property of the City and shall be returned upon separation from employment, unless otherwise authorized by the Fire Chief.

25.5 Ballistic protection shall be available per WAC 296-305-02012.

## Article 26 Grievance Procedure

26.1 The purpose of this procedure is to provide an orderly method for reviewing and resolving disputes (i.e. grievances) that may arise out of a disputed interpretation or application of the specific provisions of this Agreement. An employee or the Union may present a grievance to the Fire Chief when they believe that a provision of this Agreement has been violated by the City of Buckley. The grievance shall be presented within fifteen (15) calendar days from the date the employee knew or should have known of the circumstances giving rise to the grievance.

26.2 **Step 1:** The Fire Chief shall have fifteen (15) calendar days to respond to the grievance in writing. To be a valid grievance, the grievance shall be in writing, signed by the submitting party stating the specific provision(s) of the Agreement allegedly violated, the circumstances giving rise to the grievance, and the remedy sought by the employee/Union. If the grievance is not resolved as a result of the Fire Chief's response, or if the Fire Chief does not respond to the employee's grievance the Union may submit the grievance to the City Administrator or the City Administrator's designated representative.

\*  
26.3 **Step 2:** If the grievance is not resolved to the satisfaction of the Union, the Union may present the grievance to the City Administrator or the City Administrator's designated representative. The Union agrees to notify the City Administrator or the City Administrator's designated representative within 10 days of its intent to present its case. The City Administrator or the City Administrator's designated representative agrees to meet within 14 days of receiving the Union's intent to present its case. Step 2 may be skipped with mutual agreement by both parties.

26.4 **Step 3:** If the grievance is not resolved to the satisfaction of the Union, the Union may submit the matter to arbitration within fifteen (15) calendar days of receipt of the City Administrator or the City Administrator's designated representative findings (if step 2 was skipped then within 15 days of the Fire Chief's findings). The Union shall notify the Fire Chief and City Administrator in writing of its intent to arbitrate the issue.

26.5 The parties agree to request from the Federal Mediation & Conciliation Service (FMCS) a list of nine (9) qualified persons to act as arbitrator. Selection shall be by flipping a coin for the first striking of a name, then alternately until one (1) remains. Nothing herein shall prevent the parties from mutually agreeing to any other method of arbitrator selection.

26.6 The arbitrator thus chosen shall hear both sides of the issue in a hearing closed to the public and shall issue a written decision which shall be final and binding on both parties. The arbitrator shall be limited to determining whether there has been a violation, misinterpretation or improper application of the terms or conditions of this Agreement and the appropriate remedy therefore.

26.7 The arbitrator shall have no power to render a decision that adds to, subtracts from or alters, changes or modifies, the terms of this Agreement.

26.8 In the event the arbitrator finds they have no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation of the merits of the case.

26.9 Expenses and compensation for the arbitrator's service and the proceedings shall be shared equally between the parties, provided however, each party shall be solely and completely responsible for all costs of preparing and presenting its own case, including attorney fees. If either party desires a record of the proceeding, it shall solely bear the cost of such recording, unless both parties agree to share the record and equally share the cost.

26.10 If no response is received from the City of Buckley by the end of the time limits for its consideration of any grievance, or if the grievance does not meet the time limits prescribed for their action at Step 2, the grievance

shall automatically be advanced to the next step provided that this automatic advancement provision shall not apply to arbitration. It is the intent of the parties that all time limits shall be complied with. However, time limits may also be extended by mutual written consent of the parties.

## Article 27 Non-Residency Requirement

- 27.1 There shall be no requirement to reside within any time-lines or jurisdictional boundaries. Should either party wish to open this Article during the term of this Agreement, they shall notify the other party in writing and negotiate the issues within the provisions of RCW 41.56.

## Article 28 Union Business and Meetings

- 28.1 Union Official: A Union official who is an employee in the bargaining unit will be granted shift trades for conducting Union business, provided the following conditions are met:
  - 28.1.1 Union officials must make arrangements for an equally qualified employee to work in their place as outlined in Article 7. The Union will compensate the employee who works in their place.
  - 28.2 One member of the Union negotiating team, if on duty for scheduled meeting dates, shall be allowed to attend CBA negotiation meetings with the City, provided that they remain available to respond to emergencies and are within the boundaries of the City of Buckley.
  - 28.3 For any meeting that is requested by the Fire Chief or designee (i.e. Labor/Management, etc.), on-duty executive board members will be placed on paid leave for the entirety of the meeting.
  - 28.4 The Union may hold a meeting at a City of Buckley fire station, subject to advance notice and availability.
    - 28.4.1 Meetings shall be scheduled with the City of Buckley Fire Department Administrative Assistant.
  - 28.5 In the event of issues arising that require immediate attention, a special Union meeting may be held during the workday at the Buckley fire station or if the option call into the meeting is provided, during productive hours, with the approval of the Fire Chief or their designee. No special meeting shall interfere with or otherwise delay emergency response.
    - 28.5.1 Union members may attend Union meetings while on duty at the Buckley fire station when the meeting is held at the station or if the option to call into the meeting is provided.
  - 28.6 The Union may provide bulletin boards, not to exceed twelve (12) square feet in size, at a mutually agreed-upon location in the City of Buckley fire stations staffed by Union members for the purpose of posting official Union notices and bulletins. The Union shall keep its postings timely, orderly, and neat in appearance. The Union may also post the local Charter at mutually agreed-upon locations in facilities staffed by Union members.

## Article 29 Prevailing Rights and Responsibilities

29.1 Subject to the provisions of this Agreement and the Management Rights set forth herein, all other wages, hours and terms and conditions of employment which have been mutually acceptable to the parties and which are not included in this Agreement shall remain in force, unchanged and unaffected unless otherwise mutually agreed. The above stated mutually acceptable past practices shall include the City of Buckley's personnel policies and procedures.

## Article 30 Management Rights

30.1 Subject to the specific provisions of this Agreement or applicable law, the City of Buckley retains the right to operate and manage all staffing, facilities and equipment to determine the utilization of technology, to establish and modify the organizational structure, to contract for goods and services not presently performed by bargaining unit members; to hire, supervise, promote, transfer, assign, retain, and lay off employees; to direct and determine the number of personnel; to establish work schedules within the recognized hours of work and to schedule and assign work within the recognized work schedule; to suspend, demote, discipline or discharge for just cause; to maintain the efficiency of the operation entrusted to the City of Buckley; and to make and enforce reasonable regulations.

30.2 Notwithstanding any other provisions of this Agreement, the Employer may take all actions necessary to comply with the Americans with Disabilities Act.

## Article 31 Performance of Duty

31.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their abilities during the term of this Agreement. The Union agrees that it will not condone or cause any strike, mass sick call or any other form of work stoppage or interference to the normal operations of the City of Buckley during the term of this Agreement.

31.2 Neither an employee nor the City of Buckley shall intentionally waive any provisions of this Agreement, unless such waiver is mutually agreed upon by the Union and the City of Buckley.

## Article 32 Chain of Command

32.1 Career firefighters of the City of Buckley shall not be deemed subordinate to any volunteer of the City of Buckley or any volunteer with which a consolidation agreement has been executed.

## Article 33 Seniority

33.1 Seniority shall be based upon the employee's date of employment in a bargaining unit position with the City of Buckley. Seniority of personnel with the same date of employment shall be based upon position on the hiring list. The person with the highest position on the hiring list shall be senior. In the event persons

occupying the same position on different lists have the same date of employment, a coin flip will be used to determine which employee shall be senior. The seniority list, which is attached as an appendix to this agreement, shall be updated and maintained by the Union.

## Article 34 Savings Clause

34.1 If an Article of this Agreement or Addendum hereto should be held invalid by operation of law or tribunal of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such law or tribunal, the remainder of this Agreement and Addendum hereto shall not be affected thereby. If such action results in an increase or decrease in the economic package negotiated by the parties, a request from either party shall cause entrance into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article and preservation of the total economic package negotiated by the parties.

## Article 35 Volunteer Program

35.1 The Union recognizes the continued need to utilize volunteer firefighters, volunteer paramedics, volunteer resident firefighters, and volunteer fire officers to supplement the staffing of the City of Buckley. If a Union employee is utilizing sick leave, vacation leave, Kelly Day leave, FMLA, PFML, or educational leave and the City of Buckley realizes a need to fill or otherwise staff the vacant shift, the eligible Union employees of the City of Buckley shall be contacted first and offered overtime. If all off-duty eligible Union employees have been contacted and offered overtime, the Union understands that the City of Buckley will do what is needed to continue to provide emergency services to the citizens of the City of Buckley by then contacting volunteers.

35.2 No employees of the City of Buckley Fire Department shall be allowed to volunteer as a firefighter.

## Article 36 Duration

36.1 This agreement becomes effective when ratified by both parties and shall remain effective until December 31, 2026.

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

**IAFF Local 3520**

President – Local 3520

IAFF Representative

**City of Buckley**

Mayor

City Administrator

ATTEST:

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District Secretary

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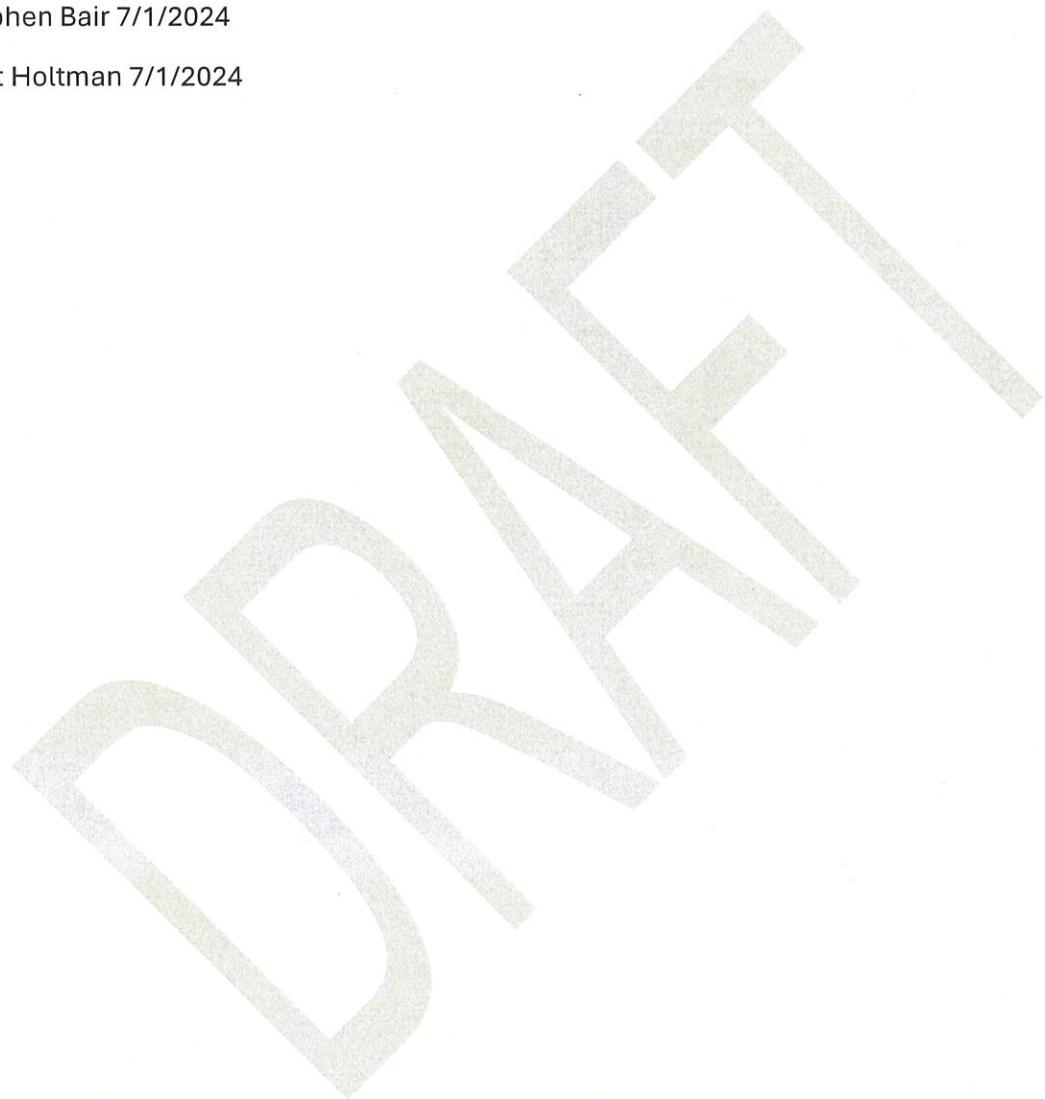
City Attorney



## APPENDIX

### 2025 Seniority List:

1. Cameron Nickson 6/1/2022
2. Connor Smith 6/5/2023
3. Stephen Bair 7/1/2024
4. Matt Holtman 7/1/2024





# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  Authorization to Purchase Furniture for the New City Hall		<b>Agenda Date: April 22, 2025</b> <b>AB25- 018</b>	
Department/Committee/Individual	Created	Reviewed	
Mayor			
City Administrator			
City Attorney			
City Engineer			
City Clerk			
Finance Dept			
Fire Dept			
Parks & Recreation	X		
Planning Dept			
Police Dept			
Municipal Court			
PW/Utilities			
<b>Staff Contact:</b> Courtney Brunell, City Administrator and Kristen LaFrance, Management Analyst			
<b>Attachments:</b> Furniture Estimates			
<b>SUMMARY STATEMENT:</b> As a cost-saving measure, the original construction bid for the new City Hall did not include furnishings. Existing furniture from the previous City Hall has been stored at the Wastewater Treatment Plant for reuse or surplus. While some items remain in good condition, many pieces are broken, and there is insufficient furniture to fully outfit the new facility.			
In March, staff met with Council committees to review furnishing options and obtained multiple quotes from vendors listed on the State's approved vendor list. Staff recommends awarding the furniture purchase to Commercial Office Interiors—the same vendor used for furnishing the Fire Department. This purchase would include all office spaces, cubicles, the front counter, and the back-area conference room. Office chairs will be reused or purchased separately, and the main conference room table will also be sourced independently.			
The selected furniture has an estimated eight-week lead time. Ordering now will allow for delivery and installation shortly after building completion in mid-June.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b> <b>Move to authorize staff to enter into a contract with the preferred vendor in an amount not to exceed \$50,000 to furnish the new City Hall.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

City Hall Furniture Replacement	
State Contract Vendor Cost	
Vendor	Cost
Systems Source - L-Shape Desks X 2 (Reception), U-Shape Desks X 5 (Offices) Workstations & Cubicles X 7	\$39,380.59 - \$42,570.50
HiTouch Business Services - Full Package	\$ 59,914.67
Catalyst - Full Package	\$48,990-\$53,673
Commercial Office Interiors LLC - Firestation Furniture	\$ 40,612.34



## Buckley City Hall

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### CITY HALL R3 PROPOSAL

**Date: 4/17/2025**

Prepared For: Kristen LaFrance

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Quote Number: 845-25537

Valid For 14 Days

Prepared by: Josh Flibotte

Confidential

© 2025 Commercial Office Interiors, LLC. The information in this transmittal is proprietary to Commercial Office Interiors, LLC. It is provided on the condition that it remains in confidence between Commercial Office Interiors, LLC and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents of this proposal without the written permission of Commercial Office Interiors, LLC.

Commercial Office Interiors, LLC  
75 Gilcreast Rd., STE 210-171  
Londonderry, NH 03053  
Phone: (603) 704-0414  
www.commercialofficeinteriors.com



# QUOTATION

# 845-25537

VALID UNTIL 5/1/2025

**BILL TO**

Buckley City Hall  
811 Main St  
Buckley, WA 98321

**INSTALL TO**

Buckley City Hall  
811 Main St  
Buckley, WA 98321

Salesperson

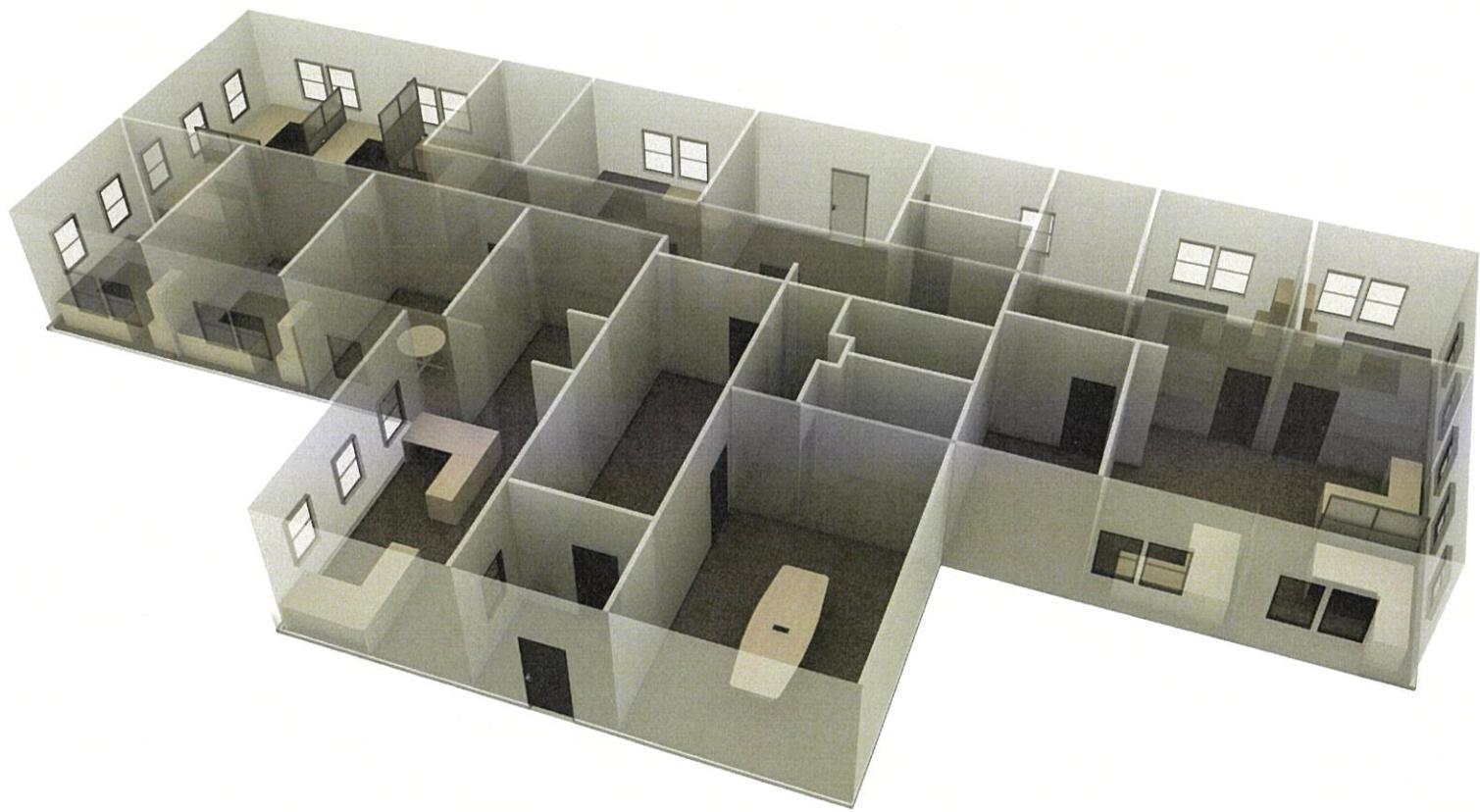
Josh Flibotte

Tax ID:

92-0651675

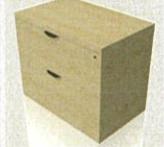
Payment Terms

50% Deposit/Net 30 Days

**BCH - City Hall R2 - Buckley WA**

## BCH - City Hall R2 - Buckley WA

### OPTION 2 - MIX

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
1	7.00	EA	L-desks in open area in replacement of the Former Spec'd Cubicles. Double Drawer	\$1,446.88	\$10,128.16
					
2	5.00	EA	U-shaped Private Office Desk. Will have a Solid Grey Top and Maple base finishes. Not an exact match top due to discontinued material.	\$2,091.23	\$10,456.15
					
3	2.00	EA	L shaped Desk for Receptionist. Included FF cabinets	\$1,164.61	\$2,329.21
					
4	4.00	EA	6' Tall Upper Bookcase with Lower Lateral File	\$997.61	\$3,990.42
					
			OPTIONS		
			??	Incomplete (NOT DEFINED)	
5	1.00	EA	30" Round Meeting Table for Courtney	\$320.12	\$320.12
					
			OPTIONS		
			EDGEC	2Mm T-Mold Edge - Grade A - Curved Edging (2mm T-mold Edge Selection)	
			??	Incomplete (NOT DEFINED)	
6	1.00	EA	2 drw lateral filing cabinet w/ removable top for Courtney	\$643.97	\$643.97
					
			OPTIONS		
			MA	Lam: Maple (Select Laminate Finish)	
			OSPULLHL	Crescent Pull (Select Pull Option)	
			BK	Black (Select the Pull Finish)	
7	1.00	EA	4' Square Meeting Table for Mayors Meeting Room	\$373.48	\$373.48
					
			OPTIONS		
			EDGEC	2Mm T-Mold Edge - Grade A - Curved Edging (2mm T-mold Edge Selection)	
			??	Incomplete (NOT DEFINED)	

Commercial Office Interiors, LLC  
75 Gilcreast Rd., STE 210-171  
Londonderry, NH 03053  
Phone: (603) 704-0414  
www.commercialofficeinteriors.com



# QUOTATION

# 845-25537

VALID UNTIL 5/1/2025

## BCH - City Hall R2 - Buckley WA

### OPTION 2 - MIX

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
8	5.00	EA	Dividing Panel on Freestanding Metal T Feet.	\$934.17	\$4,670.83
					
9	1.00	EA	Design and Project Management Services Included in awarded Project, Through completion. Customer Service for Life of the product	\$0.00	\$0.00
					
10	70.00	EA	Freight, Delivery and complete install for the project phase above	\$110.00	\$7,700.00
					

### CUSTOMER SIGN OFF

Thank you for choosing COI.  
We are grateful for your partnership

subtotal	\$40,612.34
sales tax	\$0.00
<hr/>	
total	\$40,612.34

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Authorized Signature

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Accepted Date

---

Print Name



## Budgetary Quote

City of Buckley City Hall - Option 1

## Systems Source, Inc.

Katie Smith

206-316-7631

katies@systemsource.com

3/10/2025

Valid Until: 30 Days From Above

ITEM	QTY	PRODUCT / DESCRIPTION	TAG	UNIT PRICE	EXTENDED
1	1	Workstations		\$17,956.33	\$17,956.33
2	1	Private Offices		\$7,524.00	\$7,524.00
3	1	Private Offices (1) Round Table & (4) Bookcases		\$2,426.68	\$2,426.68
4	1	Reception Stations		\$2,577.54	\$2,577.54



ITEM	QTY	PRODUCT / DESCRIPTION	TAG	UNIT PRICE	EXTENDED
5	1	<b>Design &amp; Project Management Services</b>		\$4,125.00	\$4,125.00
6	1	<b>Delivery &amp; Installation</b>		\$7,865.00	\$7,865.00
					<b>SUBTOTAL</b> <b>\$42,474.55</b>
<i>Taxes and Services Not Included Unless Listed on Budgetary Quote</i>					<b>GRAND TOTAL</b> <b>\$42,570.50</b>



NO SEATING REVISED 1-29-25

## OPTION A

<b>PRODUCT:</b>	\$32,990.00
<b>INSTALL:</b>	\$9,600.00
<b>DESIGN/ PROJECT MANAGEMENT:</b>	\$6,400.00
	<b>\$48,990.00</b>

## OPTION B

PRODUCT:	\$39,532.00
INSTALL:	\$10,253.00
DESIGN/ PROJECT MANAGEMENT:	\$6,400.00
<b>GRAND TOTAL:</b>	<b>\$56,185.00</b>

## OPTION C

PRODUCT:	\$38,323.00
INSTALL:	\$8,950.00
DESIGN/ PROJECT	\$6,400.00
MANAGEMENT:	
<b>GRAND TOTAL:</b>	<b>\$52,673.00</b>

# HiTouch

BUSINESS SERVICES

---

## CONTRACT FURNITURE

Project Title:

### City of Buckley Contract 21422 3-11-25

Quote Date: 3/3/2025 3:40:40 PM

Prepared by:

**Joe Vaccaro**

joe.vaccaro@hitouchbusinessservices.com  
360.556.7403



#### Shipping Information:

##### **City of Buckley**

PO Box 1960  
Buckley WA 98321  
Contact: Kristen LaFrance  
Phone: 360-761-7886  
E-mail: [klafrance@cityofbuckley.com](mailto:klafrance@cityofbuckley.com)

#### Customer Contact:

##### **City of Buckley**

PO Box 1960  
Buckley WA 98321  
Contact: Kristen LaFrance  
Phone: 360-761-7886  
E-mail: [klafrance@cityofbuckley.com](mailto:klafrance@cityofbuckley.com)

721 Legion Way Olympia, WA 98501 <https://hitouchcontractfurniture.com>

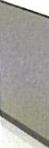
## Notes and Comments

Contract Number:

WA State 21422

Qty.	Product Description	Price		
		List Price	Unit	Extended
<b>Cubicles</b>				
7	H15923R Flagship B/F Mobile Ped 22H x15W x 22-7/8D/R Pull Standard Random Key Lock P1 Paint Opt Charcoal	\$797.00	\$250.26	\$1,751.82
8	HEC65PLN 65H "L" Connector Post P1 Paint Opt Charcoal	\$197.00	\$61.86	\$494.88
1	HEC65PTN 65H "T" Connector Post P1 Paint Opt Charcoal	\$190.00	\$59.66	\$59.66
8	HECSL "L" Connector Strap	\$22.00	\$6.91	\$55.28

Qty.	Product Description	Price		
		List Price	Unit	Extended
1	HECST "T" Connector Strap	\$30.00	\$10.05	\$10.05
				
13	HEFEC65P Panel Finished End Covers 65H P1 Paint Opt Charcoal	\$90.00	\$28.26	\$367.38
				
6	HEFTAC Accelerate stability foot Select P1 Paint Charcoal	\$496.00	\$155.74	\$934.44
				
7	HETC24 Panel Top Cap 24"W P1 Paint Opt Charcoal	\$82.00	\$16.96	\$118.72
				
3	HETC30 Panel Top Cap 30"W P1 Paint Opt Charcoal	\$54.00	\$20.10	\$60.30
				

Qty.	Product Description	Price		
		List Price	Unit	Extended
15	HETC36 Panel Top Cap 36"W P1 Paint Opt Charcoal	\$64.00	\$25.75	\$386.25
				
7	HETP6524FP Tackable Panel w/o TC 65H x 24W Grd A Fabric Vast Country Side P1 Paint Opt Charcoal	\$496.00	\$155.74	\$1,090.18
				
3	HETP6530FP Tackable Panel w/o TC 65H x 30W Grd A Fabric Vast Country Side P1 Paint Opt Charcoal	\$523.00	\$164.22	\$492.66
				
15	HETP6536FP Tackable Panel w/o TC 65H x 36W Grd A Fabric Vast Country Side P1 Paint Opt Charcoal	\$561.00	\$176.15	\$2,642.25
				
4	HHATM3S3LT Max 3 Stage 3 Leg T Foot P1 Paint Opt Charcoal Standard Glide Memory Preset	\$2,530.00	\$794.42	\$3,177.68
				

Qty.	Product Description	Price		
		List Price	Unit	Extended
1	HHATM3S3LT Max 3 Stage 3 Leg T Foot P1 Paint Opt Charcoal Standard Glide Memory Preset	\$2,530.00	\$794.42	\$794.42
2	HHATM3S3LT Max 3 Stage 3 Leg T Foot P1 Paint Opt Charcoal Standard Glide Memory Preset	\$2,530.00	\$794.42	\$1,588.84
7	HLSLZ5SC54 42"W External Stiffener Black	\$132.00	\$57.42	\$401.94
9	HSCKTPS Straight Connector Kit No Option	\$30.00	\$9.42	\$84.78
3	HWR2430P Systems Rectangular Worksurface Edgeband 24D x 30W Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	\$424.00	\$133.14	\$399.42

Qty.	Product Description	Price		
		List Price	Unit	Extended
4	HWR2436P Systems Rectangular Worksurface Edgeband 24D x 36W Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	\$460.00	\$144.44	\$577.76
3	HWV93AALP Systems 72x36x24x24Left Corner Cove Worksurface Edgebd Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	\$819.00	\$257.17	\$771.51
4	HWV93AARP Systems 72x36x24x24Rt Corner Cove Worksurface Edgeband Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	\$819.00	\$257.17	\$1,028.68
<b>Subtotal for Cubicles</b>				<b>\$17,288.90</b>

#### MISC

Qty.	Product Description	Price		
		List Price	Unit	Extended
14	HMASD Dual Dynamic Monitor Arm Silver Generic	\$1,187.00	\$372.72	\$5,218.08

Qty.	Product Description	Price			
		Unit	Extended		
			Price	Unit	
			Extended		
14	HPWRMOD Desktop Power Mod Rectangular USB-A/C Straight Storm	\$524.00	\$227.94	\$3,191.16	
					
			<b>Subtotal for MISC</b>	<b>\$8,409.24</b>	

## Offices

Price				
		List Price	Unit	Extended
5	 H105292 1050 Series Bookcase Hutch 36"W x 37-1/8"H Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut	\$721.00	\$313.64	\$1,568.20
4	 H10541X 10500 Series Cred Shell 72W x 24D x 29-1/2H Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut	\$877.00	\$381.50	\$1,526.00
5	 H105690 10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut	\$1,290.00	\$561.15	\$2,805.75

Qty.	Product Description	Price		
		Unit	Extended	
Price				
5	HHATM3S3LT Max 3 Stage 3 Leg T Foot P1 Paint Opt Charcoal Standard Glide Memory Preset	List Price	Unit	Extended
		\$2,530.00	\$794.42	\$3,972.10
4	HLSLZ5SC54 42"W External Stiffener Black	List Price	Unit	Extended
		\$132.00	\$41.45	\$165.80
Price				
1	HSPM211518BFL 21Hx15Wx18D Mob Ped Lam Front BF Arch Anodized Silver P1 Paint Opt Charcoal Grd L1 Standard Laminate Kingswood Walnut Lock	List Price	Unit	Extended
		\$990.00	\$381.15	\$381.15
4	HSPM271524BBFL 27Hx15Wx24D Mob Ped Lam Front BBF Arch Anodized Silver P1 Paint Opt Charcoal Grd L1 Standard Laminate Kingswood Walnut Lock	List Price	Unit	Extended
		\$1,338.00	\$515.13	\$2,060.52
Price				
1	HTLD36 Preside 36" Round Shaped Laminate Top 2MM/Flat Kingswood Walnut No Grommets Grd L1 Standard Laminate Kingswood Walnut	List Price	Unit	Extended
		\$555.00	\$241.43	\$241.43

Qty.	Product Description	Price		
		Unit	Extended	
Price				
1	HTXLEG Preside Aluminum X-Leg P1 Paint Opt Charcoal	List Price	Unit	Extended
		\$643.00	\$279.71	\$279.71
5	HWR2436P Systems Rectangular Worksurface Edgeband 24D x 36W Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	List Price	Unit	Extended
		\$460.00	\$144.44	\$722.20
1	HWV93AALP Systems 72x36x24x24Left Corner Cove Worksurface Edgebd Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	List Price	Unit	Extended
		\$819.00	\$257.17	\$257.17
4	HWV93AARP Systems 72x36x24x24Rt Corner Cove Worksurface Edgeband Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	List Price	Unit	Extended
		\$819.00	\$257.17	\$1,028.68
5	PLTAP1566S 66" Acrylic Above Modesty Panel - 15"H	List Price	Unit	Extended
		\$236.00	\$119.00	\$595.00

Qty.	Product Description	Price		
		Unit	Extended	
5	PLTSBUDMSGL Under Mount Bracket (Pair)	Price		
		List Price	Unit	Extended
		\$0.00	\$39.00	\$195.00
				
		<b>Subtotal for Offices</b>		<b>\$15,798.71</b>

### Touchdown

Qty.	Product Description	Price		
		List Price	Unit	Extended
2	H15923R Flagship B/F Mobile Ped 22H x15W x 22-7/8D/R Pull Standard Random Key Lock P1 Paint Opts Charcoal	\$819.00	\$250.26	\$500.52
				
2	HEC42PLN 42.5H "L" Connector Post P1 Paint Opts Charcoal	\$154.00	\$48.36	\$96.72
				
2	HECSL "L" Connector Strap	\$22.00	\$6.91	\$13.82
				

Qty.	Product Description	Price		
		List Price	Unit	Extended
4	HEFEC42P Panel Finished End Covers 42.5H P1 Paint Opt Charcoal	\$75.00	\$23.55	\$94.20
2	HEFTAC Accelerate stability foot Select P1 Paint Charcoal	\$496.00	\$155.74	\$311.48
2	HETC24 Panel Top Cap 24"W P1 Paint Opt Charcoal	\$54.00	\$16.96	\$33.92
4	HETC36 Panel Top Cap 36"W P1 Paint Opt Charcoal	\$82.00	\$25.75	\$103.00
2	HETP4224FP Tackable Panel w/o TC 42.5H x 24W Grd A Fabric Vast Country Side P1 Paint Opt Charcoal	\$412.00	\$129.37	\$258.74

Qty.	Product Description	Price		
		List Price	Unit	Extended
4	 <b>HETP4236FP</b> Tackable Panel w/o TC 42.5H x 36W Grd A Fabric Vast Country Side P1 Paint Opt Charcoal	\$457.00	\$143.50	\$574.00
1	 <b>HHATM3S3LT</b> Max 3 Stage 3 Leg T Foot P1 Paint Opt Charcoal Standard Glide Memory Preset	\$2,530.00	\$794.42	\$794.42
1	 <b>HHATM3S3LT</b> Max 3 Stage 3 Leg T Foot P1 Paint Opt Charcoal Standard Glide Memory Preset	\$2,530.00	\$794.42	\$794.42
2	 <b>HSCKTPS</b> Straight Connector Kit No Option	\$30.00	\$9.42	\$18.84
2	 <b>HWR2424P</b> Systems Rect Worksurface Edgeband 24D X 24W Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	\$406.00	\$127.48	\$254.96

Qty.	Product Description	Price		
		List Price	Unit	Extended
1	HWV93AALP Systems 72x36x24x24Left Corner Cove Worksurface Edgebd Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	\$819.00	\$257.17	\$257.17
1	HWV93AARP Systems 72x36x24x24Rt Corner Cove Worksurface Edgeband Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Charcoal	\$819.00	\$257.17	\$257.17

**Subtotal for Touchdown** **\$4,363.38**

#### ZInstallation

1	INSTALLATION Installation	Price		
		List Price	Unit	Extended
1		\$0.00	\$9,565.00	\$9,565.00

**Subtotal for ZInstallation** **\$9,565.00**

Qty.	Product Description	Price Unit	Price Extended
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-----**Special Instructions**-----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

Applicable Sales Tax will be added at time of invoicing.

-----**Additional Instructions**-----

\*Signature indicates acceptance of above quotation as well as the review and agreement to terms and conditions included with this quotation.

Accepted by

Title

Title

PO Number

Product Total:

\$55,425.23

Sales Tax 8.1%

\$4,489.44

**Grand Total Sell:**

**\$59,914.67**

Qty.	Product Description	Price Unit	Extended
<b>Terms and Conditions</b>			

At **HiTouch Business Services** we are committed to providing quality products and services to the marketplace. We would like to review key details related to your (project/order) to ensure your satisfaction.

### Our Order Process

- A credit application is required for all **NEW** customers.
- Details of the delivery/service including the “ship to” address, building access, second contact, etc. to be provided prior to the purchase order.
- A **50 %** deposit and signed agreement are required on this order.
- All orders are placed once a completed signed purchase agreement, purchase order and deposit are received.  A mutually agreeable Customer Required Date will be determined based on estimated vendor lead-times.
- All product is custom manufactured to your specifications and therefore cannot be returned. Restocking programs are not an option.
- Customer acknowledgements are available to you, upon request.
- If we are installing workstations with powered panels you will need to coordinate with an electrician to connect the building power interface.
- If you are receiving product “drop ship” (product is being shipped directly from the manufacturer to you without HiTouch personnel to unload and place) you are responsible for inspecting the product for freight related damages. If product is damaged it must be noted on the bill of lading. Please contact HiTouch immediately.

### Scheduling & Confirmation

- We will confirm your scheduled delivery/service date 48 hours in advance; any changes to the original order should be communicated at this time. Please note that additional requests may result in scheduling changes and or additional charges.
- Consider the disposition of your existing product. If existing product needs to be moved or removed when new product is delivered, we would be happy to quote you for this service. Labor will be charged at a rate of \$55.00 per hour per man or as quoted.

### Project Changes

- If the job site is not ready on the mutually agreed upon customer required date, the product will be invoiced. Any additional expense incurred to handle, store and/or redeliver your order will be submitted to you for payment.

### Delivery, Installation, Services

- Delivery and installation will be conducted, during normal working hours, by our professional, non-union personnel. Should after business hours or weekend install be required, and union personnel be required we shall provide a quote accordingly.
- We require the job site to be safe, accessible, clean, clear of debris and free from other trades. Unacceptable job site conditions may result in additional charges for excessive handling, storage and transportation.
- Removal of contents including desktop items may be required, depending on the service we are providing.
- Changes to the original scope of the job will be submitted for your approval and payment.

### Job Completion

- Upon delivery of new or pre-owned product, we will complete a general “wipe down” cleaning of all products.
- We will complete a walkthrough with you at a prearranged time upon completion of your order/project.

### Invoicing & Payment

- Product will be invoiced upon receipt of the products at the job site or sooner as required.
- Final payment is due in full net **20** days from the date of the invoice.

## **E. STAFF REPORTS**



# Memo

**To:** Mayor and City Council  
**From:** Sandi Hines, Finance Director  
**Date:** April 22, 2025  
**Re:** 1<sup>st</sup> Quarter 2025 Financial Dashboard Report

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## Background

The Financial Dashboard Report is a high-level summary of some of the City's key revenue and expenditure markers. It provides a budget to actual comparison for year-to-date revenues and expenditures for the General Fund as well as other key revenues and expenditures from other funds. The report also compares this year's actual revenue and expenditure performance to the prior year. The report provides a quick glance status utilizing a color scheme of green (positive performance above expectations), yellow (performance at expectations), and red (performance below expectations and/or areas to watch). Staff will provide the dashboard report to the Council quarterly. Starting with the second quarter 2025 report, the dashboard will include the previous quarter's color indicators to indicate whether the revenues and expenditure categories have improved or declined since the previous quarter.

## Analysis

**General Fund Revenues** are at 19% of the budget, below the quarterly mark of 25%. This is partly due to the nature of property tax collections where the City receives the majority of property tax revenue two times during the year – April/May and October/November. Excluding the property tax from the budget and actuals, first quarter General Fund revenues would be at 23% collected. Additionally, first quarter 2025 revenues are 13% ahead of the same period in 2024.

The General Fund Revenue status indicator is shown as red on the dashboard (see following page) due to the low collections of development related revenues – Building Permits and Planning revenues, at 10% and 22% collected respectively, as of March 31, 2025. Some positive news as we enter the second quarter is that several Building Permits have been pulled in April, which should improve the overall collection percentage compared to the budget on the second quarter Dashboard Report.

**Sales Tax and Utility Tax** revenues are on target as we finished the first quarter with 26% and 24% collected respectively compared to budget. Sales Tax revenues can be volatile based on economic conditions, time of the year, and development activity. Staff will continue to monitor Sales Tax revenues throughout the year.

One area seeing a large increase compared to last year at this time and to the budget is **Passport** revenues. Though not a major source of revenue, the Passport services program has seen a steady increase since last year and is already at 42% of budget and 125% ahead of first quarter 2024. Appointments are scheduling out 4 weeks currently. Staff are attributing a portion of the increase to the May deadline requirement for domestic air travelers to have a REAL ID, of which a passport is one option.

**General Fund Expenditures** are 32% of the budget, over the quarterly mark of 25%. One item significantly impacting this percentage is the Citywide insurance invoice (\$495,790) that is paid in-full at the beginning of the year. Excluding the insurance amount from the budget and actuals, first quarter expenditures would be 27% of budget, just about in line with quarterly expenditure expectations. Another item edging the YTD total above the 25% mark is software subscriptions. Most of the City's software subscriptions have an annual maintenance and support component that is paid one time at the beginning of the year. Outside of the annual one-time items, expenditures tend to trend to an even split throughout the year as about 75% of the City's General Fund budget is for personnel costs that are paid consistently month to month.

Information for revenues in other funds includes **Real Estate Excise Tax (REET)**. REET is not received in the General Fund as it is solely dedicated to capital expenditures and is accounted for in the capital project funds. REET is included in the Dashboard Report as it is an important funding source for capital projects such as the City Hall Remodel, Miller Park, and general government facility improvements. As of March 31, 2025, REET revenue was significantly below the 25% quarter mark at 7% and below the same time period last year by 57%. First quarter revenue is typically lower than the following quarters due to low house sales during the winter (REET is received on a 2-month lag from the actual sales.). Staff have received news that there have been at least two large commercial sales in March/April, so revenue is expected to increase significantly during the 2nd quarter.

The dashboard below summarizes the financial data as of March 31, 2025:

City of Buckley Quarterly Financial Dashboard						
Actual to Budget Status as of:		3/31/2025				
		Annual Budget Threshold (% Complete): 25%				
<b>General Fund</b>						
	2025 Budget	YTD Q1 Actual 2025	% Received/ % Expended	YTD Q1 Actual 2024	YTD Change: '25 to '24 \$	YTD Change: '25 to '24 %
Total Revenues	7,943,174	1,522,331	19%	1,345,781	176,550	13%
Total Expenditures	7,887,039	2,509,595	32%	2,124,044	385,551	18%
<i>Total Exp. less Insurance</i>	<i>7,403,991</i>	<i>2,013,805</i>	<i>27%</i>			
<b>Key Markers (all funds)</b>						
<i>Revenues</i>						
Property Tax*	1,360,295	15,049	1%	24,742	(9,694)	-39%
Sales Taxes	1,633,800	427,933	26%	354,897	73,036	21%
Utility Taxes	1,301,910	310,117	24%	307,978	2,139	1%
Business Licenses	72,000	20,244	28%	17,466	2,778	16%
Building Permits	744,563	74,042	10%	73,210	832	1%
Passport Services	63,500	26,460	42%	11,735	14,725	125%
Planning Fees	40,000	8,701	22%	4,052	4,649	115%
REET	420,000	30,198	7%	70,480	(40,282)	-57%
<i>Expenditures</i>						
General Fund Salary/Benefits	5,276,598	1,389,096	26%	1,266,881	122,216	10%
* Property Tax is received in 2 main installments during the year - April/May and October/November.						
<b>Status Key</b>						
Revenues are higher than expected or expenditures are lower than expected:						
Revenues or expenditures are within an expected range:						
WATCH - Revenues lower/expenditures higher than the expected range or outook is cautious:						