



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**October 23, 2018**  
**Multi-Purpose Center, 811 Main Street**  
**City Council Meeting**  
**Opening 7:00 P.M.**

Call to Order  
Pledge of Allegiance  
Roll Call of Council Members

Next Ordinance #17-18  
Next Resolution #18-08  
Next Agenda Bill #AB18-086

**A. Citizen Participation**

*Time Limit of Three Minutes (Must sign up at City Hall by Wednesday prior to the Council Meeting)*

**B. Staff Reports**

**C. Main Agenda**

- |    |   |        |
|----|---|--------|
| 1. | Union Contract #286 (2018-2020) – Revision #1 – Janus Decision Language | Pg. 12 |
| 2. | Addendum to Professional Services Agreement – Robert C. Freeby          | Pg. 44 |
| 3. | River Ave. Reconstruction Project – Change Order #4                     | Pg. 47 |

**D. Consent Agenda**

- |    |  |        |
|----|--|--------|
| 4. | A. Approve Minutes of October 9, 2018 City Council Meeting | Pg. 52 |
|    | B. Claims  |        |

**E. Committee Reports**

- |    |   |            |
|----|---|------------|
| 5. | Mayor's Report                              | Johnson    |
| 6. | Administration, Finance & Public Safety     | Tremblay   |
| 7. | Transportation & Utilities                  | B. Burkett |
| 8. | Community Services                          | S. Burkett |
| 9. | Council Member Comments & Good of the Order |            |



CITY OF BUCKLEY ♦ PO BOX 1960 ♦ BUCKLEY, WA 98321  
360-829-1921 ♦ Fax 360-829-2659 ♦ <http://www.cityofbuckley.com>

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## CITY OF BUCKLEY MEETING LIST

### October 2018

Oct 18	1:00 PM	Community Services (City Hall) – <b>BUDGET</b>
Oct 22	7:00 PM	Planning Commission
Oct 23	9:30 AM	Admin, Finance & PS (City Hall) - <b>BUDGET</b>
Oct 23	7:00 PM	City Council
Oct 30	7:00 PM	Council Workshop – Budget Presentations

### November 2018

Nov. 5	7:00 PM	Planning Commission
Nov. 6	7:00 PM	City Council Study Session - <b>BUDGET</b>
<del>Nov. 12</del>	<del>10:30 AM</del>	<del>Buckley Hall Board</del> <b>VETERAN'S DAY OBSERVED</b>
Nov. 13	9:30 AM	Admin, Finance, & PS (City Hall)
Nov. 13	7:00 PM	City Council
Nov. 15	1:00 PM	Community Services
Nov. 19	7:00 PM	Planning Commission
Nov. 20	7:00 PM	Transportation & Utilities (City Hall)
Nov. 27	9:30 AM	Admin, Finance & PS (City Hall)
Nov. 27	7:00 PM	City council

The above meetings will be held in the Multi-Purpose Center located at 811 Main Street unless otherwise noted.  
*Last Revised October 18, 2018*

# October 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
 <small>shutterstock - 119164633</small>	1	2 <i>7 City Council Study Session</i>	3	4	5	6
7	8 <i>10:30 Buckley Hall Board</i> <i>7 Planning Commission</i>	9 <i>9:30 Admin, Fin &amp; PS—BUDGET</i> <i>7 City Council</i>	10	11	12	13
14	15	16 <i>7 Transportation &amp; Utilities—BUDGET</i>	17	18 <i>1 Community Services—BUDGET</i>	19	20
21	22 <i>7 Planning Commission</i>	23 <i>9:30 Admin, Fin &amp; PS—BUDGET</i> <i>7 City Council</i>	24	25	26	27
28	29	30 <i>7 Council Workshop (BUDGET)</i>	31 			

# November 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4 <i>Daylight Saving Time Ends</i>	5 <i>7 Planning Commission</i>	6 <i>7 Council Workshop—”Final Budget Presentations”</i>	7	8	9	10
11 	12 <i>City Offices Closed for Veteran’s Day.</i>	13 <i>9:30 Admin/Fin &amp; PS 7 Council Meeting</i>	14	15 <i>1 Community Services</i>	16	17
18	19 <i>7 Planning Commission</i>	20 <i>7 Transportation &amp; Utilities</i>	21	22 	23	24
25	26	27 <i>9:30 Admin/Fin &amp; PS 7 Council Meeting</i>	28	29	30	

Fall Meeting Schedule  
“2019”  
Budget  
Preparation

# October 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 <i>Council Workshop</i>	3	4	5	6
7	8	9 <i>Council Committee 9:30 AM A/F/PS Budget (2)</i>	10	11	12	13
14	15	16 <i>Committee 7:00 PM T &amp; U Budget (2)</i>	17	18 <i>Committee 1:00 PM CS Budget (2)</i>	19	20
21	22	23 <i>Council Committee 9:30 AM A/F/PS Budget (3)</i>	24	25	26	27
28	29	30 <i>Council Workshop - "1st Departmental Budget Presenta- tions"</i>	31			

# November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 <i>Council Workshop - “Final Departmental Budget Presentations”</i>	7	8	9	10
11	12	13 <i>Council-Public Hear- ings (Budget &amp; Levy)</i>	14	15	16	17
18	19	20	21	22 <i>Thanksgiving- Holiday</i>	23 <i>Thanksgiving- Holiday</i>	24
25	26	27 <i>Council - Set Proper- ty Tax—Final Budget Discussion</i>	28	29	30	

# December 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 <i>Council Workshop</i>	5	6	7	8
9	10	11 <i>Council— Adopt Final 2019 Budget</i>	12	13	14	15
16	17	18	19	20	21	22
23	24	25 <i>Holiday—Christmas</i>	26	27	28	29
30	31					

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Union Contract #286 (2018-2020) – Revision #1 – Janus Decision Language</b>  Cost Impact: N/A Fund Source: N/A Timeline: N/A	<b>Agenda Date: October 23, 2018</b>		<b>AB18-086</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		
	City Administrator – Dave Schmidt	X	X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Revised Local #286 Collective Bargaining Unit Agreement			
SUMMARY STATEMENT: The revision being presented for consideration incorporates language changes into the current Collective Bargaining Unit Agreement between the City and the Local #286 to comply with the recent Supreme Court (SCOTUS) decision in <i>Janus v. State, County, and Municipal Employees</i> .			
COMMITTEE REVIEW AND RECOMMENDATION: Admin/Finance/PS 10/23/18 (tentative)			
<b>RECOMMENDED ACTION: MOTION to Approve the Revised 2018-2020 Collective Bargaining Unit Agreement between the City and the Local #286.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

# AGREEMENT

by and between

CITY OF BUCKLEY

and

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 286

Representing the Public Works Employees

January 1, 2018 through December 31, 2020

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF BUCKLEY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 286

(Representing the Public Works Employees)

January 1, 2018 through December 31, 2020

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A G R E E M E N T  
By and Between  
CITY OF BUCKLEY  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

January 1, 2018 through December 31, 2020

**PREAMBLE**

THIS AMENDED AGREEMENT is made and entered into between the CITY OF BUCKLEY ("Employer"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286 ("Union").

**ARTICLE 1 UNION RECOGNITION**

- 1.1 The Employer recognizes the Union as the exclusive bargaining agent in all matters relating to wages, hours and conditions of employment for all permanent Utility Department employees in the Public Works Department, and the office clerical staff employees at City Hall, except the Public Works Director, Public Works Utility Superintendent, City Clerk and Finance Director. Also covered under the terms of this Agreement is the Utility Maintenance Apprentice position(s) which are designed as training program(s) as specified in Appendix B of this Agreement. Excluded are temporary, casual, on-call employees, seasonal employees working less than seven (7) months and senior aides.
- 1.2 All collective bargaining with respect to wages, hours, working conditions, benefits, and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the two parties to the Agreement shall become effective only when signed by the designated representatives of the Union and the Mayor, with consent of the City Council.
- 1.3 Except as provided in Article 1.1, the Employer agrees that it shall not employ more than four (4) part-time and/or seasonal employees working more than 80 hours per month each. Employees not excluded under Article 1.1 and working more than 80 hours per month, over four (4) consecutive months, shall be included in the bargaining unit. The Employer and the Union agree to meet and negotiate wage rate and placement for any new job classification.

- 1.4 **Shop Steward Education.** The parties to this agreement recognize the value to the Union and the Employer of having trained shop stewards. Therefore, the Employer agrees to provide, upon request of the Union, one (1) paid day per year, for two (2) shop stewards to attend a Union Education Conference or Shop Steward Training. The Union must notify the Employer in advance of the conference or training. The Employer may adjust the shop steward's work week to allow for attendance of the conference or training. For example, where the shop steward normally works Monday through Thursday and the shop steward training is scheduled for Saturday, the Employer may adjust the shop steward's work week to Monday through Wednesday and Saturday.
- 1.5 **Contracting Out Work.** The City shall not contract out work historically performed by the bargaining unit, unless the city does not have the manpower or the equipment to perform the work and the amount of work subcontracting does, not to exceed an FTE. Subcontracting shall not result in layoffs or reduction in hours.

**ARTICLE 2 MEMBERSHIP - Deleted**

~~2.1 All present employees covered by this Agreement shall, as a condition of employment, remain members of the Union in good standing. All future employees in the bargaining unit shall be required to become and remain union members thirty one (31) calendar days after being employed. Employees who fail to comply with this requirement shall be suspended by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. In the event an employee has a bona fide religious objection to the payment of fees and dues necessary for the Union membership he/she may comply with RCW 41.56.122.~~

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**ARTICLE 3 PROBATION PERIOD**

- 3.1 A new employee shall serve a probationary period during which time he/she shall have no seniority rights. Upon successful completion of the probationary period the employee shall be classified as a regular employee and shall be credited for all seniority acquired during the probationary period.
- 3.2 The probationary period shall be limited to one (1) year for all lead and supervisory employees and six (6) months for all others. After that time an employee shall be made permanent or terminated.

In the event that the employee is ill, disabled, on maternity leave or otherwise unable to perform his/her duties for a significant period of time during the probation period, the probationary period of one year may be extended by the length of time which an employee is absent from work. A significant absence shall be any absence in excess of 20 calendar days during the year.

**ARTICLE 4 PROMOTION/LAYOFF/RECALL/TRANSFERS**

- 4.1 **Seniority** — Effective January 1, 2015, seniority shall be measured by continuous service of the employee with the Bargaining Unit. No employee shall have his/her seniority established prior to completing six (6) months of continuous employment with the Employer. Upon completion of the probationary period, the employee shall be credited for all seniority acquired during the probationary period. The employee's earned seniority shall not be lost because of absence due to illness or injury or authorized leave of absence. The seniority list shall be brought up to date each year on or about January 1 and posted in the Maintenance Shop by the City Clerk.

- 4.2 **Job Openings** — When a position is open in the bargaining unit, notice of the opening shall be posted for five (5) consecutive work days so that interested employees may submit a written bid for the position.
- 4.3 **Promotions** — Promotions to a higher job classification shall be according to seniority and ability, work record and merit. It shall be the policy of the Employer to promote to supervisory positions, insofar as possible, from the ranks of the employees.
- 4.4 **Layoff** — When it is necessary to reduce the work force, employees shall be laid off from the bottom of the seniority list. Consideration may be given to individuals with specialized skills. This consideration shall be discussed between the Union and the Employer as to whether the work performed by this employee could be adequately performed by an employee of longer service. Temporary, seasonal and part-time employees will be laid off prior to any regular full-time employees.
- 4.5 **Recall from Layoff** — A regular employee shall be placed on the layoff list for a period of one year. If, at the end of this period, he/she has not been called back to work, his/her name shall be dropped from the list. In recalling a person back to work after a layoff, the last person laid off shall be the first person called back. In calling an employee back to work from the layoff list, the Employer shall send notice to the employee by certified mail at his/her last known address. The Employer may also contact the employee by telephone but shall also send notification by certified mail. If a person does not reply to these notices within five (5) working days of delivery by reporting for work or presenting a reasonable explanation, he/she shall be dropped from the layoff list.
- 4.6 **Transfers** - full-time employees who have met the probationary requirements of this agreement may bid for a vacant position covered by this agreement subject to the following terms and conditions;
- 4.6.1 Selection of a transferee to a position classification shall be according to seniority and ability, work record and merit.
- 4.6.2 An existing journey level employee who has completed and currently maintains all of the certifications/training required for another position may apply for transfer into another journey level position with the consent of the city subject to the selection criteria in section 4.6.1. An employee selected for transfer pursuant to this section will continue to receive salary and benefits at his/her current level, but will be required to serve a 6-month probationary period to adequately demonstrate their ability to perform the job duties of the new position classification.
- 4.6.3 An existing employee who has met the probationary requirements of the position classification currently assigned, but who has not completed or obtained all of the certifications/training required for another position may apply for transfer into a vacant position as an apprentice under the terms of Appendix B to include pay, probationary status and termination. Upon successful completion of the certification/training requirements of the new position classification transferred employees shall be eligible for re-instatement back to the pay level that they were at prior to accepting transfer to a new position classification. The employee shall not be eligible for reimbursement of any pay and/or benefits surrendered during participation in an apprentice program.

- 4.6.4 Transferred employee(s) who fail to perform satisfactorily or complete the certification/training requirements of the apprenticeship program may be transferred back to his/her pre-transfer position, provided a vacancy exists. If a vacancy does not exist in the pre-transfer position, the employee may be separated from employment.
- 4.6.5 All new applicants hired by the City to a vacant position within the Public Works Department, who do not have all of the required certifications for the position, shall automatically be assigned to and be required to complete an apprenticeship under the terms of Appendix B.

#### **ARTICLE 5 GRIEVANCE PROCEDURE**

- 5.1 **Grievance Defined** — A grievance is defined as any dispute concerning the interpretation or application of an express provision of this Agreement.
- 5.1.1 *Step A* — Within thirty (30) calendar days of the grievance, the grievance shall be presented by the employee to his/her immediate supervisor. If the employee desires, he/she may be represented by the shop steward. The supervisor will respond to the employee on his/her grievance within ten (10) calendar days.
- 5.1.2 *Step B* — If the grievance cannot be settled in Step A, then the employee may have the grievance presented by the Union representative to the Immediate Supervisor and/or Department Superintendent within fifteen (15) calendar days of the response in Step A. It shall be reduced to writing for such purpose, indicating the section of the Agreement allegedly violated, the facts of the case, and the remedy requested. The Superintendent will meet with the Union representative to discuss the grievance and respond to the grievance within fifteen (15) calendar days of the receipt of the written grievance in Step B.
- 5.1.3 *Step C* - If no settlement is reached after Steps A and B, the grievance shall be presented in writing for consideration within fifteen (15) calendar days at a meeting between the Employer and the Union representative. If the Employer and the Union are unable to resolve the grievance, an arbitrator may be requested from the Public Employment Relations Commission. The arbitrator shall render his/her decision within thirty (30) calendar days of the final day of the arbitration hearing, and the arbitrator's decision shall be final and binding upon both parties. There shall be no cessation of work pending such decision.
- 5.1.4 *Step D* — Any settlement arrived at pursuant to Step C shall be reduced to writing and, after acceptance, copies shall be provided for the Union representative, the Department Superintendent, and the employee involved. The time limits specified within this grievance procedure may be extended by written mutual agreement of the Employer and the Union. Should the employee fail to meet specific time limits, the grievance shall be deemed abandoned, waived and released. Should the Employer fail to meet a specific time limit, as provided in this grievance procedure, without mutual agreement to extend such time limit, the grievance shall automatically move to the next step.

#### **ARTICLE 6 CLOTHING AND EQUIPMENT**

- 6.1 The Employer shall provide an allowance of \$350 per year per Utility Department employee for protective clothing and accessories. Employees are required to select clothing and accessories from an approved list and the City will be invoiced for the purchase up to the maximum amount per year or the employee may apply for reimbursement of out-of-pocket expenses for an item on the list. The clothing allowance shall be

available in January of each calendar year for the employee's use.

- 6.2 Employee eligibility for this Utility Department clothing allowance requires that the employee wear a uniform shirt of an approved style with the City's insignia and employee's name. The City agrees to purchase six shirts for each newly hired employee. After this initial issue all uniform shirts shall be replaced by the City on an "as needed" basis. Employees shall be required to return worn and/or damaged shirts to the City for exchange on a one to one basis not to exceed five in any calendar year.
- 6.3 Employees hired to the code enforcement position to which this Agreement applies shall be issued two (2) complete uniforms at the time of hire. After this initial issue all uniforms shall be replaced by the City on an "as needed" basis. Employees shall be required to return worn and/or damaged uniforms or parts thereof to the City for exchange on a one to one basis not to exceed two in any calendar year. All uniforms shall be and remain City properties and shall be returned upon employment termination.
- 6.4 Cleaning Allowance –employees hired to the code enforcement position covered by this agreement hired prior to June 1, of any contract year shall receive one hundred and twenty-five (\$125.00) each year to defray the expense of cleaning the uniforms.

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

- 7.1 **Work Week Defined** — The normal work week shall consist of four (4) consecutive days Monday-Thursday, or Tuesday-Friday followed by three (3) consecutive days off Friday-Sunday or Saturday – Monday, except for the Parks Maintenance Assistant position which may be assigned a schedule of Wednesday-Saturday or Sunday-Wednesday for custodial purposes. All hours required by the Employer to be worked in excess of ten (10) hours per day, forty (40) hours per week shall be overtime and paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay with the exception of Sundays which shall be considered as premium and paid at a rate of two (2) times the employee's regular straight time hourly rate of pay and Holidays which shall be paid at a rate of two and one-half times the employee's regular straight time hourly rate of pay for the actual time worked. Employees assigned to alternate shifts pursuant to Section 7.3 shall not be subject to the Sunday premium pay provision. Sick leave, vacations and holidays shall be counted as time worked for the purpose of computing overtime.
- 7.2 **Meal Period** — Employees requested to work overtime immediately following their normal work day shall receive a hot meal after working a minimum of two (2) hours. The maximum per person will be \$12.00 per meal.
- 7.3 **Alternate Work Schedules and Utility Department — Seasonal Hours**

Nothing in this Agreement shall preclude the Public Works Utility Superintendent and the employee(s) from mutually agreeing to alternate work schedules, or times as specified below.

**Work Schedules.** The normal work schedule of the City is the Four/Forty Schedule. Depending on the needs of the City and the interests of the employees, employees may be authorized to work one of the schedules listed below:

1. **Five/Eight (5/8) Schedule.** Eight hours per day, five days per week. Generally, employees will be assigned to work either 8:30 a.m. to 5:00 p.m. with a ½ hour unpaid lunch period, or 8:00 a.m. to 5:00 p.m., with a 1-hour unpaid lunch period.

2. **Four/forty (4/40) Schedule.** Under this schedule, employees work four 10-hour days. The fifth day is a day off. Generally, the schedule will be Monday-Thursday, or Tuesday-Friday, but may be varied depending on the needs of the City. Generally, employees will be assigned to work 7:00 a.m. to 5:30 p.m. with a ½ hour unpaid lunch period, or 6:30 a.m. to 5:00 p.m. with a ½ hour unpaid lunch period.

3. **Nine/eighty (9/80) Schedule.** This schedule allows employees to work their usual number of hours in a 2-week period (80 hours in 9 days). The tenth day is off. Generally, employees will be assigned to work four (4) nine (9) hour days during a seven (7) day period and four (4) nine (9) hour days and an eight (8) hour day for the adjoining seven (7) day period. Normal working hours are either 7:30 a.m. to 5:00 p.m. with a ½ hour unpaid lunch period, 8:30 a.m. to 6:00 p.m. with a ½ hour unpaid lunch period, 7:00 a.m. to 5:00 p.m., with a 1-hour unpaid lunch period, or 8:00 a.m. to 6:00 p.m., with a 1-hour unpaid lunch period. This schedule normally provides every other Friday off. To earn the 10<sup>th</sup> day off, employees work nine-hour days Monday through Thursday, giving them 36 hours. Then on Friday, they work a regular eight-hour day, four hours of which count for the first week and the other four for the next week. On the second week, they again work Monday through Thursday for nine hours each day, giving them 80 hours for the two weeks, and the 10<sup>th</sup> day (Friday) off.

a) 9/80 Work Schedule Explanation. Consideration of the option for an employee to operate under a 9/80 work schedule shall be subject to the discretion of the Mayor. For clarification purposes a 9/80 work schedule as referred to in this document is a work schedule covering a 14-day work cycle period in which an employee is assigned to work four (4) nine (9) hour days during a seven (7) day period and four (4) nine (9) hour days and an eight (8) hour day for the adjoining seven (7) day period.

Shifts will be scheduled with starting and stopping times as directed by the Mayor. Only those employees authorized by the Mayor will be able to participate in the 9/80 work schedule. The City reserves the right to schedule personnel on or off of the 9/80 work schedule as necessary. Should any employee on the 9/80 plan become ill or injured requiring time off from the job or modified job duties, that employee may be assigned to a five (5) day, forty (40) hour work week.

In compliance with Fair Labor Standards Act (FLSA), the City will establish a new work period for employees participating in the 9/80 work schedule. For the purposes of FLSA compliance, the work week is defined as beginning at the mid-point of the eight (8) hour day during the first seven (7) day work period, whether Friday or Monday. The second seven (7) day work period begins at the mid-point of the scheduled day off, whether Friday or Monday.

The purpose of defining the workweek as beginning in the middle of an 8-hour shift is to allocate hours so that the employee is not working more than 40 hours per workweek, and thus, is not accruing an entitlement to overtime pay for hours worked in excess of 40 hours per week. The employee will be required to acknowledge that he or she understands this allocation of hours, and that no overtime hours will be accrued, before being allowed to work this shift

4. **Accruing and Using Sick Leave, Vacation Leave and Holiday Pay While On An Alternative**

**Work Schedule.**

a) Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours. For example, an employee accruing eight (8) hours per month in sick leave is absent for a full day that he/she is scheduled to work ten (10) hours. The time charged for sick leave would be ten (10) hours.

b) When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid ten (10) hours of holiday pay.

c) When a paid holiday falls on an employee's regular day off, the employee will be credited with ten (10) hours of holiday pay which may be used at a later date. Any accrued paid holiday hours must be utilized in the calendar year in which they have been earned. Accrued holiday hours not used by December 31st of each year will be lost to the employee; however accrued holiday hours earned in November or December of each calendar year may be carried over into the following year, but must be used by March 31 of that following year.

5. **Lunch and Break Periods.** The current practice of two (2) fifteen (15) minute paid breaks and one-half (1/2) hour unpaid lunch period shall remain in effect.

6. **Limitations.** The union and employees agree that service under any alternate schedule will not result in the employee's entitlement to overtime pay on account of working this schedule. If an employee works more than 9 hours a day under a 9/80 schedule or 10 hours under a 4/10 schedule overtime rules shall apply.

7. **Modifications.** Modifications in shifts are made at the sole discretion of the Mayor and should the 9/80 or 4/40 prove to be financially or otherwise unfeasible or not the most efficient means of service delivery, the City reserves the right to immediately cancel the 9/80 or 4/40, upon notifying the employee of such intent.

7.3.1 **Alternate Work Schedules for Clerical Staff** – The clerical staff may elect to modify their schedule according to the alternate work schedule as agreed upon between the City and the employee and must be for a period of six (6) months or longer.

7.4 These hours may be modified for specific jobs which may be necessary outside these times, such as street sweeping. This provision shall not be used to circumvent the overtime provisions of this article.

7.5 **Callback** — Insofar as possible, regular shift shall be maintained. However, when an employee is called in for emergency work during off hours and after leaving his/her regular place of work, he/she shall receive not less than three (3) hours pay at the employee's regular straight time hourly rate of pay plus the appropriate pay for all other time worked beyond the minimum of two (2) hours.

7.5.1 **Standby/On call**

During standby duty the standby supervisor and standby employee will receive standby pay of \$2.00/hr for all non-working hours and callback pay pursuant to section 7.5 of the Collective Bargaining Agreement for any period for which the employee reports back to the City in response to a callout.

While on standby duty, the designated supervisor will carry a City issued cell phone and be required to dispatch any and/or all callouts during their assigned period. The standby supervisors will consist of the Public Works and WWTP supervisors. Designated supervisor will dispatch after hour calls as follows;

**Monday-Thursday (Non-Working Hours)** – After hour calls during the week will be dispatched by the on-call supervisor from the top of a rotating list. The Public Works Superintendent based on seniority will develop the list. The employee with the most seniority will start at the top of the list and the employee with the least seniority at the bottom. After the on-call supervisor has attempted and/or contacted the employee at the top of the list, the employee has the option to respond or defer the overtime to the next employee on the list, either way the employee called then rotates to the bottom of the list and the next employee rotates to the top of the list. The on-call supervisor will maintain rotating list.

**Weekends-** Qualified individual employees are designated as standby for callback on a rotating basis for the non-working hours between 5:00pm Thursday- 6:30am Monday. While on standby duty, the employee will be required to carry a city issued pager and be required to respond to any and/or all callouts dispatched by the designated supervisor. Standby employees must return to the work place as immediately as possible, but no more than 60 minutes of being contacted by a supervisor and be physically and/or mentally capable to perform their job

**Weekend Standby/On-Call Schedule-** will be developed by the Public Works Superintendent by November 1<sup>st</sup> of each year. Once developed, the schedule will be distributed to all on-call employees. At this time, employees will have seven working days to trade scheduled standby weekends with other employees, after the allotted time for trading is over, the Public Works Superintendent will make the schedule permanent for the following year. Additional trading will only be allowed with the approval of the Public Works Supervisor and/or Public Works Superintendent and will not exceed more than two times per year.

**Weekend Standby/On-Call** employees will usually consist of all Public Works employees, with the exception of WWTP employees.

WWTP employees will follow their own Standby/On-Call schedule that will be maintained by the WWTP Supervisor unless, mutually agreed upon by the Public Works Superintendent and the WWTP employee to be an alternate and/or a substitute for the Public Works Department.

In the event that either section needs an alternate standby employee, and the alternate employee chosen is currently on-call for both sections at the same time, then employee may receive standby pay of \$4.00 per hour for all non-working hours.

If the designated standby employee becomes ill and is unable to perform his/her duties, it is the responsibility of the Public Works Superintendent and/or Public Works Supervisor to find a replacement. The employee may be asked to provide a doctor's note at the time of notifying the supervisor of his/her ability to provide standby services.

**Specialized Callouts-** In the event that a specialized certification is needed to respond to a certain callout, supervisors would not be required to dispatch from the top of the rotating call out list, but from the list of employees that hold the special certification.

**Qualified Individual Employee;** any employee the Public Works Superintendent deems capable of responding to emergencies.

7.6 **Overtime** — Overtime work shall be divided equally when possible.

7.6.1 Compensatory time at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for overtime worked may be granted in lieu of pay if requested by the employee and agreed to by the Employer.

Compensatory time may be accrued to a maximum of eighty (80) hours. Compensatory time in excess of eighty (80) hours will be paid as overtime within the same period that the eighty (80) hour limit has been exceeded. Employees should be encouraged to use compensatory time accrued within ninety (90) days of earning it whenever possible. Upon termination, unused compensatory time will be paid at the current rate on the final paycheck.

**ARTICLE 8 HOLIDAYS**

8.1 The Employer shall recognize the days listed below as paid holidays, provided the employee worked his/her regularly scheduled work day before and regularly scheduled work day after the holidays, unless on paid sick leave or vacation. A doctor's certificate may be required at the discretion of the Employer for sick leave taken the day before or the day after a paid holiday, verifying the illness of the employee, provided that the request of a doctor's certificate be made at the time the employee requests sick leave.

Holidays shall be:

New Year's Day	Martin Luther King's Birthday
President's Birthday	Federal Memorial Day
Independence Day	Labor Day
Federal Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas

Two (2) floating days to be specifically and mutually agreed to between each employee and the Employer.

8.1.1 If a paid holiday falls on Saturday, the preceding Friday shall be observed as the holiday and, if the paid holiday falls on Sunday, the Monday following shall be observed as the holiday, unless otherwise mutually agreed to by the Employer and the employees.

8.2 Holiday time off begins at the close of the work day preceding the holiday and ends at the starting time of the work day following a holiday.

8.3 All work performed on these holidays shall be paid at one and one-half (1-1/2) times the employee's regular

straight time hourly rate of pay plus the normal holiday pay. Payment of time and one half for holiday work shall not be used to offset the overtime within the work week.

**ARTICLE 9 SICK LEAVE**

9.1 Sick Leave for regular full-time employees shall accrue at the rate of one working day for each calendar month of service to a total of one thousand seven hundred sixty (1,760) hours. When an employee is absent due to illness or injury, he/she must report sick leave to his/her supervisor as soon as possible, but not later than 15 minutes prior to the start of his/her regularly scheduled shift except for emergency. If notice is not so given, the Employer may take the appropriate disciplinary action. The Employer may require a doctor's certificate for any sick leave taken, provided that the request of a doctor's certificate be made at the time the employee requests sick-leave.

If in event of conflict between any provision of this Article and the provisions of I-1433 and the law requires that the provision of I-1433 prevail the conflicting provision in I-1433 will supersede the language of the contract. Otherwise the provisions of this Article prevail.

Reopener: After one year from the effective date of this agreement either party may request bargaining limited to issues of conflict between the provisions of Article 9 – Sick Leave and I-1433. Rates of accrual, cash out, hourly rate of sick leave pay, and other economic issues are not included within this reopener provision.

9.2 Upon retirement from the City unused sick leave shall be paid to the employee as a lump sum payment according to the table in 9.2.1 below.

Employees shall be eligible for this benefit as a result of retirement, voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation. Moneys received under this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state. Every three (3) months a list shall be posted of all sick leave earned.

9.2.1 Subject to the provisions in 9.2 above, upon retirement from the City unused sick leave shall be paid to the retiring employee as a lump sum payment according to the schedule in Table 9.2A below.

Accrued Sick Leave Payout for Retirement Purposes		
Accrued Hours	Lump Sum Payment	COBRA or HRA Account
0 – 750 hours	25%	35%
751 – 1760 hours	50%	60%

The retiring employee may elect to have the value of the sick leave compensation remain on account with the City to be used towards the payment of monthly medical/dental premiums that result from continued enrollment with the City's insurer through COBRA, or some other eligible plan. Under this option the City shall increase the amount of compensation for sick leave payment according to the schedule in Table 9.2A above.

9.3 When an employee is receiving industrial insurance compensation, the Employer shall continue to pay the

employee's regular salary from the employee's accumulated sick leave, provided the employee shall reimburse the Employer the amount of such industrial insurance compensation immediately upon receipt by the employee. The employee will continue to receive all benefits addressed in this Agreement while receiving industrial insurance compensation until such time as all sick leave benefits have been exhausted. The employee will retain the right to self-pay medical and dental insurance premiums at the group rate to the Employer while on industrial insurance compensation.

9.4 Sick leave may be used for any of the following reasons and purposes:

- (a) Personal illness or incapacity of the employee
- (b) Forced quarantine of the employee by a public health official
- (c) As set forth in RCW 49.12.270, family leave
- (d) Preventative health care of the employee
- (e) An illness, injury or preventative health care of an immediate member of the employee's family which requires the employee's attendance subject to the City's Personnel Policy & Procedures Manual

#### **ARTICLE 10 FAMILY ILLNESS OR BEREAVEMENT LEAVE**

10.1 Family illness or bereavement leave shall be granted up to a maximum of five (5) days leave with pay per work year for family illness and five (5) days per occurrence for bereavement leave. This section applies when absence from work is required because of serious illness or death of a member of the immediate family. Serious illness is defined pursuant to Section 6.09.02 (c) of the City Personnel Policy and Procedure Manual and immediate family of the employee is defined pursuant to Section 2.24 of the City Personnel Policy and Procedure Manual. Family illness and bereavement leave shall be non-accumulative.

10.2 **Extended Travel:** An employee may request two (2) additional days leave for extended travel in conjunction with family illness and bereavement leave if extended travel is required. This request must be approved by the employee's Superintendent and will be charged to: (a) sick leave, if any accrued; or in its absence, (b) vacation leave if accrued; otherwise (c) leave without pay.

10.3 **Family and Medical Leave.**

Eligibility for Leave: Any employee who has been employed for at least twelve (12) months by the city and has worked for at least 1250 hours during the previous twelve (12) months, shall be granted upon request up to twelve (12) weeks of unpaid leave in a twelve (12) month period to care for:

- (a) A newborn child, newly adopted child, newly placed foster child;
- (b) A spouse, child or parent with a serious health condition; or
- (c) A personal, serious health condition that leaves the employee unable to perform the essential functions of his/her job.

If both spouses are city employees, the city reserves the right to restrict family and medical leave to a total of up to twelve (12) work weeks of unpaid leave in a twelve (12) month period for the birth or adoption of a child or to care for a parent with a serious health condition. The city may opt to limit the use of the family and medical leave to one spouse at a time.

Part-time, regular status employees shall receive family leave on a pro rata basis. If the number of working hours varies, the average hours over the course of the past 12 months prior to the family medical leave period shall be utilized as the basis for calculation of the employee's normal work week.

Family and medical leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months of the child's birth or placement for adoption. This leave is in addition to maternity disability leave as provided above in Section 6.08 of the City's Personnel Policy, which is allowed for the actual period of the disability associated with pregnancy or childbirth.

**ARTICLE 11 VACATION**

11.1 Vacation for full-time employees shall be credited as follows and may be used as accumulated, subject to the provisions set forth in subsequent sections of this Article. Fractions of vacation days accumulated shall not be taken, but will be carried forward.

Years of Service	Monthly Accrual	Total Annual
0 to 12 months	1 day	12 days
1 year	1 day	12 days
2 years	1.08 days	13 days
3 years	1.17 days	14 days
4 years	1.17 days	14 days
5 years	1.25 days	15 days
6 years	1.25 days	15 days
7 years	1.33 days	16 days
8 years	1.33 days	16 days
9 years	1.5 days	18 days
10 years	1.5 days	18 days
11 years	1.58 days	19 days
12 years	1.58 days	19 days
13 years	1.67 days	20 days
14 years	1.67 days	20 days
15 years	1.83 days	22 days
20 years	2.08 days	25 days

11.2 New employees shall serve a six (6) month probation period during which time they will not be eligible to take earned vacation. Upon successful completion of the probation period, the employee will be credited with vacation on the pro-rated basis of one (1) day of vacation per month of service from the date of employment.

11.3 Permanent part-time employees will receive vacation pro-rated according to the number of hours worked in the regular work day.

11.4 Days worked and days for which pay is received by reason of sick leave, family illness, bereavement leave, industrial insurance compensation, paid vacation time or holidays shall be counted in computing vacations.

11.5 If a holiday occurs during an employee's scheduled vacation, the day that the employee is absent shall be

charged as a holiday and not as vacation time.

- 11.6 Vacations will be scheduled at the request of the employees by seniority, unless such vacation time would disrupt the normal operation of the Employer. Seniority vacation requests must be in by March 31. Seniority vacation shall be for one time only each year.
- 11.7 After an employee has been assigned a date for his/her vacation period, such date shall not be arbitrarily changed without notice and a mutual agreement between the employee and his/her superintendent; provided, however, in the event that if no employee available has the skills to provide emergency services, the City may then cancel previously scheduled vacations without the consent of the affected employee.
- 11.8 Vacation time is based on 8-hour increments and may be accrued only to a maximum of 280 hours (28 days), except under unusual circumstances and with approval of the department manager and the City Administrator. Any unapproved accrual beyond the 280-hour limit will be forfeited by the employee December 31 of each calendar year.
- 11.9 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. 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 the 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.

#### **ARTICLE 12 LEAVE OF ABSENCE**

- 12.1 An employee may apply for a leave of absence from the Employer through the Mayor's office. Leave of absence will be granted at the sole discretion of the Mayor.
- 12.2 **Military Leave** — The employees will return to employment without loss of seniority, except temporary employees, in compliance with the Universal Military Training and Service Act, who have entered the armed forces of the United States and have satisfactorily completed their period of training and service under the various regulations governing said service and:
  - (A) are honorably discharged from such services; and
  - (B) are still qualified to perform duties of their respective positions; and
  - (C) subsequent to the date of this agreement, but within ninety days (90) after they are relieved of such service or from hospitalization continuing after discharge for a period of not more than one year, apply to the City of Buckley in writing for reemployment, unless it is mutually agreed to extend the time between their discharge and starting to work for the City of Buckley.
- 12.3 All employees filling vacancies caused by the induction into the services as outlined above will recognize

the seniority of those returning from service and accept such changes in jobs as are necessary as a result of such reinstatement of employees returning from such service.

- 12.4 Employees of the City of Buckley who are members of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, shall be entitled to and shall be granted military leave of absence from employment for such a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the City of Buckley his/her normal pay. Should state or federal law change during the life of this Agreement, the Employer shall comply such changes.

#### **ARTICLE 13 JURY DUTY**

- 13.1 Employees who are called for service on a Superior Court or Federal District jury, or who are subpoenaed as a witness for court, shall be excused from work for the days on which they serve and shall be paid their regular wage amount for such excused time; provided that the employee shall reimburse the City the amount of fees received from such excused duty immediately upon receipt of said fees, exclusive of travel allowance. An employee called for jury duty who is temporarily excused from attendance at Court must report to his/her place of work at least one-half of his/her normal work day. In order to be eligible for payment of regular wages under this section, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. Should state or federal law change during the life of this Agreement, the Employer shall comply such changes.

#### **ARTICLE 14 GROUP MEDICAL AND DENTAL COVERAGE**

- 14.1 Effective January 1, 2018 the Employer shall pay the cost of premiums, less those employee contribution amounts listed in Section 14.1.1, to maintain the Association of Washington Cities Employee Benefit Trust, "Health First 250" Plan (hereafter "AWC HFP-250") for the employee, spouse and dependents.
- 14.1.1 Beginning January 1, 2018 employees shall begin contributing 10.0% of the cost of the City's sponsored healthcare coverage premiums for the employee and eligible dependents (i.e. spouses or children) through payroll withdrawal to maintain current levels of healthcare coverage. All insurance premiums will be subject to applicable payroll taxes as required by the Internal Revenue Service.

The City will not provide duplication of health care coverage to an employee who is married to another employee of the City. One spouse may be named as the policy holder and the other as a covered spouse; OR each may be a policy holder, but in that case, neither may be listed as a covered spouse. Their children may be listed as covered dependents on one policy or the other, but not on both.

- 14.2 It is agreed that the following employees are not subject to participation or coverage in any group insurance plan, including dental: temporary, casual, on call, seasonal employees working less than seven (7) months, and senior aides.

- 14.3 Health Retirement Account (HRA) Contribution – Beginning January 1, 2018 the City will activate a Health Reimbursement Account (HRA) for eligible employees. The City will provide annual contributions to each employee’s HRA account according the schedule in the Table below:

HRA Contribution	City Contribution Amount/Employee
Employee	\$1,200

HRA accounts are being established for each eligible employee to assist with additional out-of-pocket expenses resulting from the change on AWC healthcare benefits taking place January 1, 2018. Therefore, contributions to an employee’s HRA account are not eligible for any type of payment under the City’s Health Insurance Opt-Out Program in Section 6.21 of the City Personnel Policies and Procedures Manual. Employees who elect to opt out of dependent(s) coverage under Section 6.21 will “only” be able to receive a cash payment equal to fifty percent (50%) of the premium amount, but no portion of HRA amount.

- 14.4 **Wellness Program Participation Incentive** - Beginning January 1, 2018 employees voluntarily participating in the City's Wellness Program, as defined in section 19.6.1 below, shall be eligible to receive an annual Wellness Incentive bonus of one percent (1.0%) of the total annual premium amount paid on behalf of the employee and/or employees enrolled dependents to the employee in a lump sum in December of each year, if the City qualifies as a Well City for the participating year.

- 14.4.1 **Wellness Program Participation** - Participation for purposes of determining eligibility for incentives is defined as completing all of the following on an annual basis;

- (a) Complete an annual health screening that may include;
  - Blood Pressure Screening
  - BMI / Body Composition Screenings
  - Hearing Screening
  - Vision Testing
  - Cholesterol Screening / Lipid Profile Screenings
  - Glucose Tests
  - Bone Density Tests
  - Onsite Mammograms
  - Immunizations and Flu Shots
- (b) Complete an annual dental check-up at a licensed service provider; and
- (c) Annually participate in a minimum of two City sponsored Wellness events; and
- (d) Complete and record 90 minutes of eligible Wellness Activities every week and submit form to the City's Wellness Coordinator on a monthly basis.

- 14.4.2 **Voluntary Participation** - Participation in the Wellness Program is strictly voluntary.

**ARTICLE 15 DISCRIMINATION**

- 15.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee because of race, creed, color, sex, age, sexual orientation, marital status, national origin or disability.

15.2 The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for just and sufficient cause; provided, however, no employee shall be discriminated against or jeopardized in seniority standing, or suffer any loss of employment on account of membership or lawful activity in the Union as observer or shop steward, so long as such activities are not carried on during working hours so as to interfere with the Employer's work.

15.3 There shall be no union meetings held during working hours without prior approval.

**ARTICLE 16 ENTIRE AGREEMENT**

16.1 The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law.

**ARTICLE 17 INSPECTION PRIVILEGES**

17.1 Authorized agents of the bargaining unit shall have access to the Employer's establishment during reasonable working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's work schedule.

**ARTICLE 18 PAYROLL DEDUCTION FOR DUES AND CREDIT UNION**

18.1 ~~Upon receipt of written authorization individually signed by an employee, the Employer shall have deducted from the pay of such employee the amount of dues, initiation fees, and other such deductions as the employee authorizes as certified by the Union and shall transmit the amount to the Union.~~

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If the City Administrator receives from an employee in the bargaining unit a written authorization which authorizes the Employer to deduct from the pay of the employee amounts for the payment of regular and periodic dues of the Union and agreement by the Employee to indemnify and hold the City harmless as set forth in section 18.2 of this agreement, the Employer shall honor the authorization and make an appropriate allotment to the Union pursuant to the authorization. Any such assignment payroll deduction and payment to the Union shall be made at no cost to the exclusive representative or the employee.

18.2 Upon issuance and transmission of such dues and initiation fees to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. Except that should the Union or an employee provide written notification to the Employer that the employee withdraws their authorization to deduct regular and periodic dues from their pay and the City through administrative error upon receipt of the written notification continues to deduct these dues; the City will indemnify the Union against loss from a claim by the employee arising from the continued deduction of these dues and be willing to accept financial responsibility to the employee for these continued deductions.

- 18.3 Upon written authorization of an employee, the Employer shall deduct from the pay of such employee for remittance to the employee's credit union. Only one change per year may be requested by the employee for credit union deduction.

**ARTICLE 19 LABOR MANAGEMENT COMMITTEE**

- 19.1 **Labor Management** — The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (½) of a Labor Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems, which may arise between the parties.
- 19.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to the Agreement.
- 19.3 **Union Bulletin Boards** – The Employer shall provide suitable, non-public space for bargaining unit employees to use as a bulletin board in each City building staffed by bargaining unit employees.

**ARTICLE 20 SAVINGS CLAUSE**

- 20.1 If any article of this section of this Agreement shall be held invalid by law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect. Such invalidated articles or sections shall be negotiated as soon as possible.

**ARTICLE 21 WAGES**

- 21.1 Wage rates are contained in Appendix A and Appendix B of this Agreement.

**ARTICLE 22 MANAGEMENT RIGHTS**

- 22.1 Subject to provisions of this agreement, the Union recognizes the prerogatives of the Employer within the terms of this contract to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and that the employer reserves those rights concerned with the management and operation of the City Administration, Parks and Building Maintenance, Street, Water, Sewer, Stormwater and Police Administrative Sections which includes, but is not limited to the following:
- 22.1.1 To recruit, assign, schedule, transfer and promote members to positions.
- 22.1.2 To suspend, demote, discharge or take disciplinary actions against members for just and sufficient cause.
- 22.1.3 To determine methods, means and personnel necessary for efficient and productive operations.
- 22.1.4 To control the Department budget.

22.1.5 To take whatever actions are necessary in emergencies in order to assure the proper functions of the Employer.

**ARTICLE 23 UNION RIGHTS**

23.1 It is agreed that the Union retains all lawful rights except as those rights are limited by the express and specific language of this written agreement. Nothing anywhere in this agreement shall be construed to impair the right of the Union to conduct its affairs in all lawful particulars except as expressly and specifically modified by the express and specific language of this written agreement. It is further agreed that nothing contained in this agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the terms of this agreement.

23.2 The City will recognize one shop steward to represent the bargaining unit employees in the Public Works Department and one shop steward to represent the clerical bargaining unit employees in the Administrative/Clerical Departments. The Union agrees to notify the City of the duly accredited representative of the Union immediately upon their election or appointment. The Shop Steward shall be granted leave from duty with pay for negotiation sessions with Employers management that occur during the steward's regular work shift. For meetings that take place at a time that the steward is not scheduled to be on duty, the time shall be non-compensatory.

**ARTICLE 24 PERFORMANCE OF DUTY**

24.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or participate in any work stoppage. No lockouts shall be instituted by the employer.

**ARTICLE 25 PART-TIME EMPLOYEES' BENEFITS**

25.1 Should the Employer create a regular part-time position encompassed in the bargaining unit, the Employer and the Union shall meet to negotiate wage and benefit levels for such position.

**ARTICLE 26 LENGTH OF AGREEMENT**

26.1 This Agreement shall become effective January 1, 2018 and shall remain in effect through December 31, 2020. At least sixty (60) days, but not more than ninety (90) days prior to the termination date, the Union shall request that negotiations be opened for a successor contract and a mutually acceptable meeting date shall be set not more than fifteen (15) days following such requests.

26.2

**ARTICLE 27 DRUG TESTING**

27.1 All covered employees who possess or who are required to possess a CDL driver's license shall be required to participate and comply with Federal, State and City drug and alcohol testing.

**ARTICLE 28 CENTRAL PENSION FUND (CPF)**

- 28.1. Effective February 1, 2006, the wages of each member of the bargaining unit under all classifications except, the Administrative/Utility Clerk(s) positions, will be reduced by fifty cents (\$0.50) per compensable hour to be remitted to the Central Pension Fund. Annually thereafter, bargaining unit employees will review the most recent contribution level and vote to determine whether the amount shall remain the same or be increased in the upcoming year. Any change in deferral amount shall be reported to the City Finance Director no later than December 1 of the year preceding the change.
  
- 28.2 Effective June 1, 2003, and during the continuance of this collective bargaining agreement, from the funds derived through the implementation of paragraph one (1) above, the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the International Union of Operating Engineers, Local No. 286 Bargaining Unit member participating, an hourly sum for every hour for which compensation was paid. The purpose of said payments shall be to provide a supplemental retirement benefit for eligible employees pursuant to the provisions of said Central Pension Fund. The funding for this payment, the stipulated amount of any said sum, and the designated effective date for payment of any said sum are defined and set forth in paragraph one (1) above.
  
- 28.3 Obligation to the Fund: The Employer and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for the Fund, namely, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, heretofore and hereafter adopted.

Dated this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018.

CITY OF BUCKLEY

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 286

By: \_\_\_\_\_  
Pat Johnson, Mayor

By: \_\_\_\_\_  
Richard Spenser, Business Manager

By: \_\_\_\_\_  
Dave Schmidt, City Administrator

By: \_\_\_\_\_  
Jeff Frazier, Business Representative

APPENDIX A  
to the  
A G R E E M E N T  
By and Between  
CITY OF BUCKLEY  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

January 1, 2018 through December 31, 2020

THIS APPENDIX IS SUPPLEMENTAL to the Agreement by and between the City of Buckley (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286 (hereinafter referred to as the "Union").

A.1 Effective January 1, 2018, the monthly rates of pay for employees covered by this Agreement shall be as listed below, except for the employees hired into the Utility Apprentice Program, which is specified in Appendix B of this Agreement. Table A.1 reflects the monthly rates of pay from January 1, 2018 through December 31, 2018 of 3.0%.

**TABLE A.1**

<b>Public Works &amp; Clerical Department Employee Salaries (3.0%)</b>						
<b>(January 1, 2018 to December 31, 2018)</b>						
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37-48 mos</b>	<b>49+ mos</b>
Cemetery Caretaker	3,887	4,004	4,124	4,248	4,376	4,506
Maint Parks/Bldg Custodial	2,572	2,649	2,728	2,810	2,895	2,982
Admin Assistant	3,050	3,143	3,235	3,334	3,434	3,537
Police Records Clerk	3,555	3,662	3,772	3,884	4,001	4,120
Support Services Officer	3,701	3,847	4,002	4,162	4,328	4,503
Maint Parks/Bldg	3,906	4,023	4,144	4,268	4,397	4,528
Utility Billing/Deputy Clerk	4,083	4,205	4,332	4,461	4,596	4,734
Permit Tech/PW Clerk	4,155	4,453	4,631	4,815	5,009	5,210
Utility Worker	4,633	4,773	4,914	5,062	5,215	5,371
Utility Systems Technician	4,845	4,990	5,141	5,295	5,454	5,618
Utility Worker Lead	5,059	5,212	5,369	5,530	5,695	5,866
WWTP Operator I	4,818	4,878	5,022	5,174	5,329	5,489
Asst PWD Supervisor	5,287	5,447	5,610	5,777	5,949	6,131
WWTP Supervisor	5,523	5,692	5,862	6,037	6,219	6,406
PWD Supervisor	5,816	5,989	6,170	6,355	6,546	6,741

**\*Note:** The administrative assistant position is a permanent, part time position that is scheduled at less than 40 hours per week. The monthly rate of pay for this position listed in Table A.1 is for a fulltime 40 hour position. The actual compensation for the

position will be based on a level of salary that is proportionate to the actual hours worked. Three quarter time would correlate to a salary that is 75% of the listed salary.

A.1.1 Section A.1.1 reflects the monthly rates of pay from January 1, 2019 to December 31, 2019 of 3.25%.

<b>Public Works &amp; Clerical Department Employee Salaries (3.25%)</b>						
<b>(January 1, 2019 to December 31, 2019)</b>						
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37-48 mos</b>	<b>49+ mos</b>
Cemetery Caretaker	4,013	4,134	4,258	4,386	4,518	4,652
Maint Parks/Bldg Custodial	2,655	2,735	2,817	2,901	2,989	3,079
Admin Assistant	3,149	3,245	3,340	3,442	3,546	3,652
Police Records Clerk	3,670	3,781	3,894	4,010	4,131	4,254
Support Services Officer	3,821	3,972	4,132	4,298	4,469	4,650
Maint Parks/Bldg	4,033	4,154	4,278	4,407	4,540	4,675
Utility Billing/Deputy Clerk	4,216	4,342	4,473	4,606	4,745	4,888
Permit Tech/PW Clerk	4,290	4,597	4,781	4,972	5,172	5,379
Utility Worker	4,784	4,928	5,074	5,227	5,384	5,546
Utility Systems Technician	5,003	5,153	5,308	5,467	5,631	5,800
Utility Worker Lead	5,224	5,381	5,544	5,710	5,880	6,056
WWTP Operator I	4,975	5,036	5,186	5,342	5,503	5,668
Asst PWD Supervisor	5,459	5,624	5,793	5,965	6,143	6,330
WWTP Supervisor	5,702	5,877	6,052	6,233	6,421	6,614
PWD Supervisor	6,005	6,184	6,370	6,562	6,758	6,960

A.1.2 Section A.1.2 reflects the monthly rates of pay from January 1, 2020 to December 31, 2020 of 3.0%.

<b>Public Works &amp; Clerical Department Employee Salaries (3.0%)</b>						
<b>(January 1, 2020 to December 31, 2020)</b>						
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37-48 mos</b>	<b>49+ mos</b>
Cemetery Caretaker	4,134	4,258	4,385	4,517	4,653	4,792
Maint Parks/Bldg Custodial	2,735	2,817	2,902	2,988	3,079	3,171
Admin Assistant	3,243	3,342	3,441	3,546	3,652	3,762
Police Records Clerk	3,780	3,894	4,011	4,131	4,254	4,382
Support Services Officer	3,936	4,091	4,256	4,426	4,603	4,789
Maint Parks/Bldg	4,154	4,279	4,407	4,539	4,676	4,815
Utility Billing/Deputy Clerk	4,342	4,472	4,607	4,744	4,888	5,034
Permit Tech/PW Clerk	4,419	4,735	4,925	5,121	5,327	5,540
Utility Worker	4,927	5,076	5,226	5,384	5,546	5,712
Utility Systems Technician	5,153	5,307	5,467	5,631	5,800	5,974
Utility Worker Lead	5,381	5,543	5,710	5,881	6,056	6,238
WWTP Operator I	5,124	5,187	5,341	5,502	5,668	5,838
Asst PWD Supervisor	5,623	5,792	5,967	6,144	6,327	6,520

WWTP Supervisor	5,873	6,053	6,234	6,420	6,614	6,812
PWD Supervisor	6,186	6,370	6,561	6,758	6,961	7,169

A.2 Progression through the Table shall be in accordance with the number of months in each step. Step advancement shall be automatic, based on satisfactory performance.

A.2.1 **Longevity** – Beginning January 1, 2009 longevity pay shall be added to each employee’s base monthly pay according to the following schedule:

**Table A.2.1**

Years continued employment	Longevity pay in addition to normal monthly base pay
10 – 14 years	\$70.00 per month
15 – 19 years	\$97.00 per month
20 – 24 years	\$125.00per month
25 – 29 years	\$155.00per month
30 years and above	\$170.00 per month

Longevity pay for each employment interval shall begin on the anniversary date that the employee enters into the specific longevity category. Example: An employee begins to receive longevity pay of \$70.00 per month in the 10-14 year category on the first day of entering their 10th year of service to the City.

A.3 The regular straight time hourly rate of pay for full-time employees shall be determined by dividing the monthly rate of pay by 173.3 hours.

A.4 When an employee is advanced to a higher job classification, the employee shall be placed in a Step in the higher classification which is greater than their current rate of pay.

A.5 **Certification Pay** - In addition to the monthly wages set forth above, employees shall receive one percent (1%) of their base monthly rates of pay for achieving and maintaining a certification in the following categories:

- Water Distribution Manager II or higher
- Wastewater Pollution Control Operator II or higher
- Wastewater Collection Specialist II or higher
- Mechanic’s Certification (obtained by achieving two (2) minor certifications in automotive related subjects)
- Office High Tech Equipment Operator (obtained by achieving two (2) minor certifications in computer system/operation related subjects)
- Wastewater Group II or higher
- Water Treatment Plant Operator I (WTPO1) or higher
- Public Pesticide Applicator Certification
- Land Use Permit Technician Certification
- Certified Municipal Clerk
- Water System Cross Connection Control Specialist
- Backflow Assembly Tester
- Sedimentation and Erosion Control Certification
- Washington State Class A CDL any endorsement

- Passport Agent Certification
- Others per A.5.2

Additional Testing – As designated by the City a Wastewater Treatment Plant Operator shall be selected from assigned certified personnel and paid an additional stipend for testing performed for Wilkeson and Carbonado.

A.5.1 Certification pay shall become effective the month the certification issued and shall be approved by the Employer. The maximum certification pay an employee may receive is five percent (5.0%) of their base monthly rates of pay.

A.5.2 In order for an employee to be eligible for certification pay the employee shall be required to maintain the eligible certification at all times. Eligible certifications shall include those that are directly related to the employees position classification and expanded to include others not listed jointly agreed upon by the Union and the City.

A.6 **Cost to Maintain Skills:** The City will pay employees for the education or training necessary to maintain licenses or certifications required by the job classification. The City will reimburse employees the cost of any license or certification renewal fees incurred by the employee to maintain any license or certification either listed in A.5 above or otherwise agreed to by the union and City. The education or training must be approved in advance by the City and scheduling may be limited by the availability of classes and the needs of the City. ~~City vehicles will be made available so travel costs will not be reimbursable.~~ Pursuant to 4.14.02 of the City's Personnel Policy Manual, employees may opt to use their personal vehicles for City business when approved by their supervisor. Use of personal vehicles by employees is preferred when attending conferences and training. Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. Attendance will be considered as part of the work day. The City may modify the employee's schedule to include education and training without incurring employee overtime.

A.6.1 Employee Travel for Training. When an employee's training location is more than 100 miles from the City and training is for 2 or more consecutive days, the employee shall be required to stay at overnight lodging at the expense of the City. If the employee should choose to commute back and forth rather than staying overnight then neither overtime rules or mileage reimbursement for personal vehicle use will apply.

A.7 Pay Periods. Paychecks will be issued on the last business day of the month. Draw checks shall be issued on the fifteenth (15<sup>th</sup>) of the month.

- Draw day on Saturday or Friday holiday – check issued the preceding City-scheduled workday.
- Draw day on Sunday or Monday holiday – check issued the following City-scheduled workday.

A.8 401(k). An employee solely at their own expense and election to do so, may contribute through payroll deduction to the International Union of Operating Engineers Local 286 Retirement Plan. However, if an employee elects to participate in the Union's 401(k) plan, then they cannot participate in the City's 457 plan.

APPENDIX B  
to the  
A G R E E M E N T  
By and Between  
CITY OF BUCKLEY  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

January 1, 2018 through December 31, 2020

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THIS APPENDIX IS SUPPLEMENTAL to the Agreement by and between the City of Buckley (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286 (hereinafter referred to as the "Union").

- B.1 The Employer and Union agree to recognize the Utility Maintenance Apprentice position as a full-time, 36 month training position, which is subject all the provisions of the collective bargaining unit agreement, except for pay and probation, which is specified in sections below along with salary provisions, qualifications and training descriptions.
- B.2 The Employer pursuant to Article 22 shall determine which position classification employee(s) selected for this program will be assigned. The Union recognizes that as a utility apprentice position the Employer may establish and use this individual for duties outside of the assigned position classification.
- B.3 **Probationary Period** - The probationary period shall be thirty-six (36) months from the date of employment, during which time the apprentice must successfully complete all of the certification/training requirements specified below in Table B.I. If the employee successfully completes the training program within 36 months as described below, he/she will be certified as a journeyman utility maintenance worker and promoted to that position classification and pay scale as identified in this contract. If the employee successfully completes the certification/training program in less than 36 months the City at its discretion may promote the employee to the next higher position classification at the time of completion.
- B.4 **Probationary Extension** - Employees shall be required to complete the training/certification requirements as specified under the program requirements identified in B.7 or be subject to termination as indicated in B.6. The PW Superintendent with the concurrence of the City Administrator may adjust and/or extend intervals of completion for training/certification based upon extenuating circumstances, performance and/or need up to an additional 6 months per level, but in no case will an extension be approved past the full program period of 36 months.
- B.5 **Program Completion** – program completion will be achieved when the employee has successfully completed all of the certification/training requirements for the position classification assigned. Upon satisfactory completion of the program the employee will be promoted to journey level maintenance worker status and shall receive all of the pay, benefits, privileges and protections that other employees within this position classification are receiving.
- B.6 **Termination**- Employees participating in this 36 month training program are to be considered as probationary at-will employees and can be terminated at any time subject to the City of Buckley Personnel Procedures and

Policy Manual.

B.7 **Apprentice Training Program Description** - The City of Buckley utility maintenance apprentice position will be a permanent 40-hour per week entry-level position, designated to a position classification depending upon City posting and need. The utility maintenance apprentice will be expected to perform duties as described in the job description and be able to successfully complete the following training/certification tasks based on the position classification assigned:

**TABLE B.I**

Class Specification	Description of Training			
<b>Water System Certification/Training</b>				
<b>PW Water System</b>	Individual assigned to this position classification shall within 36 months successfully complete all the training/certification levels and/or tasks listed to the right. Individual training items or tasks shall be obtained in the time specified.  *Note: As required by the City	<b>CERT/TRNG</b>	<b>Time Interval</b>	<b>Advance to Step</b>
		CPR/First Aid/Flaggers Certification	3 months	Step B
		Washington State Class B CDL License	6 months	Step C
		Washington State Water Distribution Manager Operator-in-Training (OIT)		
		Washington State Water Distribution Manager I (WDM I) Certification	24 months	Step D
		Washington State Water Treatment Plant Operator (WPTO) Certification; or Cross Connection Control Specialist Certification*	36 months	Journey Level Maintenance Worker
<b>Wastewater Treatment Certification/Training</b>				
<b>PW Wastewater Treatment</b>	Individual assigned to this position classification shall within 36 months successfully complete all the training/certification levels and/or tasks listed to the right. Individual training items or tasks shall be obtained in the time specified.	<b>CERT/TRNG</b>	<b>Time Interval</b>	<b>Advance to Step</b>
		CPR/First Aid/Flaggers Certification	3 months	Step B
		Washington State Class B CDL License	6 months	Step C
		Washington State		

		Wastewater Treatment Operator-in-Training (OIT)		
		Washington State Group I Wastewater Treatment Certification	24 months	Step D
		Washington State Group II Wastewater Treatment Certification	36 months	Journey Level Maintenance Worker
<b>Street/Stormwater Certification/Training</b>				
<b>Street/Stormwater</b>	Individual assigned to this position classification shall within 36 months successfully complete all the training/certification levels and/or tasks listed to the right. Individual training items or tasks shall be obtained in the time specified	<b>CERT/TRNG</b>	<b>Time Interval</b>	<b>Advance to Step</b>
		CPR/First Aid/Flaggers Certification	3 months	Step B
		Washington State Class B CDL License	6 months	Step C
		Erosion and Sediment Control Lead Certification (CESCL)	24 months	Step D
		any three (3) of the following WSDOT course areas; Aggregate Production & Testing Inspection (ACA), Bituminous Surface Treatment Inspection (ACC), Excavation and Embankments Inspection (AC3), Hot Mix Asphalt Placement (ACB), Hot Mix Asphalt Production & Testing (BG9), Intersection and Pedestrian Design (CBD), Project Management Process (B71), Roadside Safety (B74), Roadway Geometric Design	36 months	Journey Level Maintenance Worker

		(BWE), Roadway Drainage, Pavement Condition Rating, Modern Chip Seal Techniques, Basics of a Good Gravel Road		
--	--	--	--	--

B.8 **Supervision of Apprentices:** Employees hired or transferred to a utility apprentice position shall be required to perform the duties of the position classification as specified in section B.7, but shall not be permitted to perform work within the position classification that requires special training and/or a particular certification level unless supervised by an employee that has met the training/certification requirement of the related rule or regulation in place concerning such activity. Pertinent regulations governing work within the position classifications are;

**PW Water System – WAC 246-292**

**PW Wastewater Treatment – WAC 173-230**

B.9 **Salary:** Monthly Rates of Pay Table B.II reflects the monthly rates of pay from January 1, 2018 to December 31, 2018 of 3.0%. Employees hired to the utility apprentice program will be eligible to advance to the step level indicated upon successful completion of the certification/training of each level as illustrated in Table B.I above.

**TABLE B.II**

Public Works & Clerical Department Employee Salaries (3.0%)				
(January 1, 2018 to December 31, 2018)				
	Step A	Step B	Step C	Step D
Utility Maint Apprentice	3,870	3,986	4,105	4,228

B.9.1 Effective January 1, 2019, the monthly rates of pay for employees covered by this Agreement shall be increased by (3.25%) as illustrated in Table B.III below.

**TABLE B.III**

Public Works & Clerical Department Employee Salaries (3.25%)				
(January 1, 2019 to December 31, 2019)				
	Step A	Step B	Step C	Step D
Utility Maint Apprentice	3,995	4,116	4,238	4,366

B.9.2 Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall be increased by (3.0%) as illustrated in Table B.IV below.

**TABLE B.IV**

Public Works & Clerical Department Employee Salaries (3.0%)					
(January 1, 2020 to December 31, 2020)					
	Step A	Step B	Step C	Step D	
Utility Maint Apprentice	4,115	4,239	4,365	4,497	

B.10 **Cost of Certification:** The City will pay for the education or training necessary for the apprentice to acquire the licenses and certification required by the job classification. The education or training must be approved in advance by the City and scheduling may be limited by the availability of classes and the needs of the City. City vehicles will be made available to travel costs will not be reimbursable. Attendance will be considered as part of the work day. The City may modify the employee's schedule to include education and training without incurring employee overtime.



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION															
<b>SUBJECT:</b>  <b>Addendum to Professional Services Agreement – Municipal Court Judge</b>  Cost Impact: Fund Source: Timeline:	<b>Agenda Date: October 23, 2018</b>		<b>AB18-087</b>												
	Department/Committee/Individual	Created	Reviewed												
	Mayor Pat Johnson														
	City Administrator – Dave Schmidt		X												
	City Attorney – Phil Olbrechts		X												
	City Engineer – Dominic Miller														
	City Clerk – Treva Percival	X	X												
	Finance Dept – Sheila Bazzar														
	Building Official – Mike Deadmond														
	Fire Dept – Chief Predmore														
	Parks & Rec Dept – Julie Bevaart														
	Planning Dept – Kathy James														
	Police Dept – Chief Arsanto														
	Municipal Court – Jessica Cash														
	PW/Utilities – Chris Banks														
<b>Attachments:</b> Addendum to Professional Services Agreement															
<p>SUMMARY STATEMENT: In November 2017, the City of Buckley entered into a Professional Services Agreement with Robert C. Freeby to provide Municipal Court Judge services. Compensation from the City to Robert Freeby was established in the original agreement.</p> <p>The City is proposing an Addendum to the original agreement, proposing a new rate of compensation for 2019 a follows:</p> <table border="1" data-bbox="188 1245 1429 1423"> <thead> <tr> <th></th> <th>Current</th> <th>Proposed</th> </tr> </thead> <tbody> <tr> <td>Monthly Flat Rate for all time both judicial and administrative</td> <td>\$1,975.00</td> <td>\$2,500.00</td> </tr> <tr> <td>Paying a Pro Tem Judge</td> <td>\$55.74/hour</td> <td>\$58.24/hour</td> </tr> <tr> <td>Allotted Pro Tem Hours</td> <td>25/year</td> <td>57/year</td> </tr> </tbody> </table>					Current	Proposed	Monthly Flat Rate for all time both judicial and administrative	\$1,975.00	\$2,500.00	Paying a Pro Tem Judge	\$55.74/hour	\$58.24/hour	Allotted Pro Tem Hours	25/year	57/year
	Current	Proposed													
Monthly Flat Rate for all time both judicial and administrative	\$1,975.00	\$2,500.00													
Paying a Pro Tem Judge	\$55.74/hour	\$58.24/hour													
Allotted Pro Tem Hours	25/year	57/year													
COMMITTEE REVIEW AND RECOMMENDATION: Admin/Finance/PS															
RECOMMENDED ACTION: <b>MOTION to approve the proposed addendum to the Professional Services Agreement with Robert C. Freeby.</b>															
RECORD OF COUNCIL ACTION															
Meeting Date	Action	Vote													

## **Addendum to Professional Services Agreement**

**THIS ADDENDUM** to the Professional Services Agreement (“Addendum”) is in addition to (and incorporated therein by this reference) that certain Professional Services Agreement (Agreement) between the City of Buckley (the City), a Washington Municipal corporation, and Robert C. Freeby (the Municipal Court Judge) dated January 1, 2018.

**WHEREAS**, the City and Municipal Court Judge jointly agree to amend the terms of the original agreement in order to adjust compensation due to an expanded court calendar and provide vacation benefits to the position similar to all other exempt employees of the City;

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

1. Amended Paragraph Four (4), Compensation - The City shall compensate Robert C. Freeby at ~~the 2018 proposed flat rate of \$1,975.00~~ a 2019 proposed flat rate of \$2,500.00 per month for all his time, both judicial and administrative. If Robert C. Freeby elects, the City shall provide health care benefits for Robert C. Freeby at a proportionate cost share per the City’s Personnel Policy. The City shall also pay for the mandatory dues for membership in the District and Municipal Court Judge’s Association (DMCJA) for which membership is required of all municipal court judges and shall pay Washington State and Pierce County annual bar’s dues for each. Further, the City shall reimburse Robert C. Freeby for all tuition and required materials for his mandatory attendance at Continuing Judicial Legal Education sessions as required by Washington State General Rules.
  
2. Amended Paragraph Nine (9), Judges Pro Tem - In the event that Robert C. Freeby is the subject of an Affidavit of Prejudice or must by law recuse himself from hearing a case, the City will be responsible for paying a pro tem judge who serves in his stead at the hourly rate of ~~\$55.74~~ \$58.24 for those specific hours worked. The City will also allow Robert C. Freeby ~~twenty-five (25)~~ fifty-seven (57) hours of pro tem time per year to be paid by the City in the event of vacation, illness or absence due to time required to attend continuing education. All pro tem judges must at all times be qualified to serve in that position and the Court is ultimately responsible for determining that status.
  
3. Effect of Addendum. This Second Addendum is in addition to the Agreement. The provisions of this Addendum modify the basic Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this addendum did not exist.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this 23<sup>rd</sup> day of October, 2018.

**CITY OF BUCKLEY**

**MUNICIPAL COURT JUDGE**

By \_\_\_\_\_  
Mayor Pat Johnson

By \_\_\_\_\_  
Robert C. Freeby

Attest/Authenticated

By \_\_\_\_\_  
Trevia Percival, City Clerk

Approved as to Form:

BY \_\_\_\_\_  
Phil Olbrechts, City Attorney



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT: River Ave. Reconstruction Project – CO #4</b>	<b>Agenda Date: October 23, 2018</b>		<b>AB18-088</b>
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller	X	X
	City Clerk – Treva Percival		X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Julie Bevaart		
	Planning Dept – Kathy Thompson		
	Police Dept – Chief Arsanto		
Timeline: N/A	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Change Order #4			
<p>SUMMARY STATEMENT: See attached breakdown of change order item. Item #4 is related to a cost adjustment credit due to portions of the pigmented, textured crosswalks not being constructed to specification.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: T/U 10/16/18			
RECOMMENDED ACTION: <b>MOTION to Approve River Ave. Reconstruction Project – CO #4.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



**CHANGE TO CONTRACT PRICE**

Original Contract Amount (without tax): .....\$977,089.00  
Current Contract Amount, as adjusted by previous change orders (without tax):.....\$1,000,608.90  
The Contract Amount due to this Change Order will be decreased by (without tax):.....(\$30,284.00)  
The new Contract Amount (without tax) due to this Change Order will be:.....\$970,324.90

**CHANGE TO CONTRACT TIME**

The Substantial Completion Contract Time will be increased by 0 working days, for a total of 62 working days.

The Physical Completion Contract Time will be increased by 0 working days, for a total of 72 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

**GRAY & OSBORNE, INC.  
(RECOMMENDED)**



Date 10/15/18

**REED TRUCKING &  
EXCAVATING, INC.  
(ACCEPTED)**

\_\_\_\_\_

Date \_\_\_\_\_

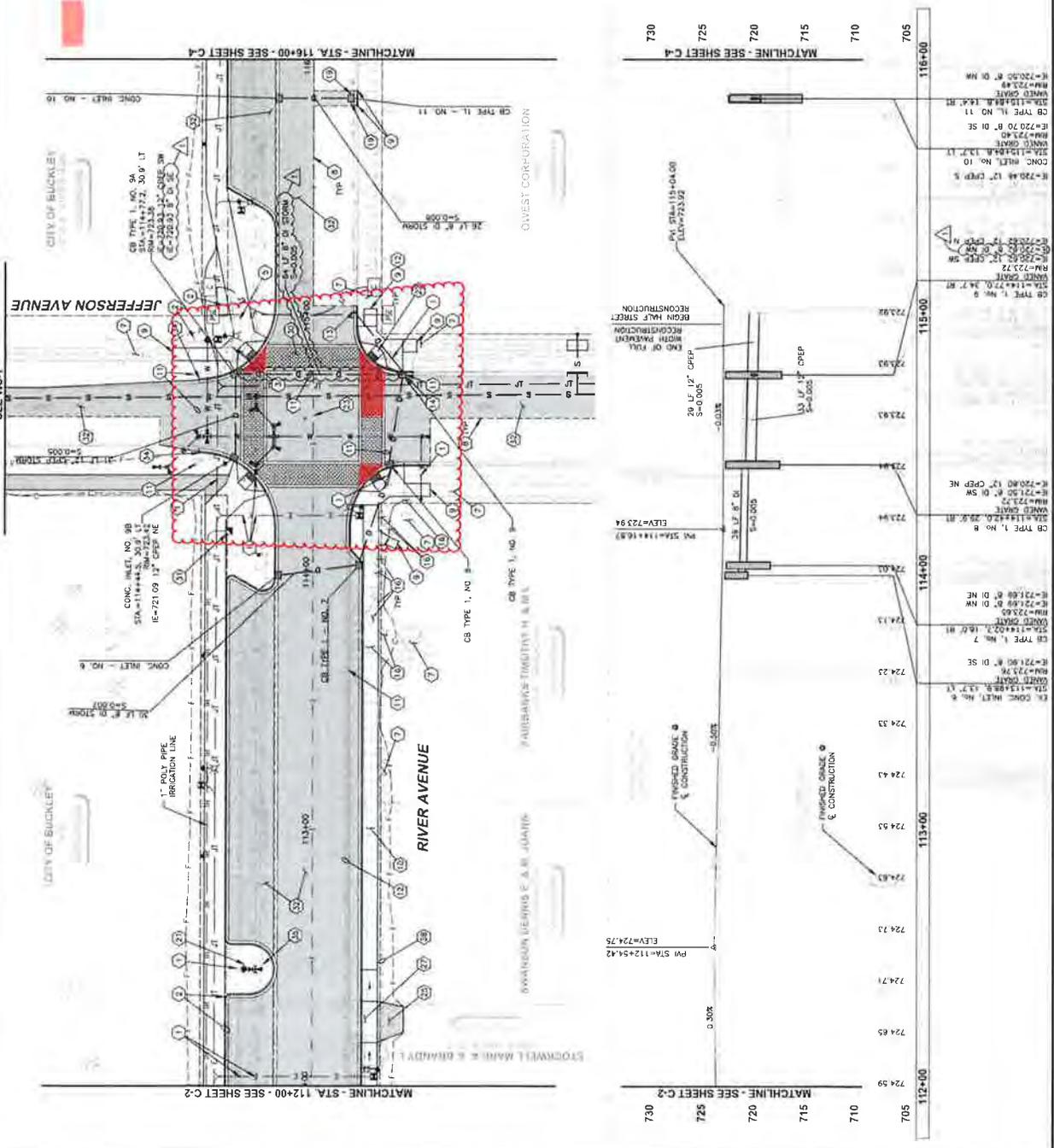
**CITY OF BUCKLEY  
(ACCEPTED)**

\_\_\_\_\_

Date \_\_\_\_\_

Third pour, reinforced per plan, this cement conc. crosswalk is paid per unit contract price of \$250/SY along with all the 12-inch wide gray concrete borders.

1. VALIDATE POTENTIAL UTILITY LOCATION AND DEPTH OF EXISTING UTILITY. SEE ORDER OF WORK.
2. EXISTING UTILITY TO BE REMOVED BY OTHERS. CONTRACTOR SHALL REMOVE UTILITY TO BE REMOVED BY OTHERS. CONTRACTOR SHALL COORDINATE WITH OTHERS. SEE GENERAL NOTE 2, SHEET C-2.
3. EXISTING UTILITY TO BE ABANDONED BY OTHERS. CONTRACTOR SHALL COORDINATE WITH OTHERS. SEE GENERAL NOTE 2, SHEET C-2.
4. EXISTING UTILITY TO BE ABANDONED BY OTHERS. CONTRACTOR SHALL COORDINATE WITH OTHERS. SEE GENERAL NOTE 2, SHEET C-2.
5. EXISTING UTILITY TO BE ABANDONED BY OTHERS. CONTRACTOR SHALL COORDINATE WITH OTHERS. SEE GENERAL NOTE 2, SHEET C-2.
6. EXISTING UTILITY TO BE ABANDONED BY OTHERS. CONTRACTOR SHALL COORDINATE WITH OTHERS. SEE GENERAL NOTE 2, SHEET C-2.
7. PROJECT EXISTING CURB, SIDEWALK, FENCE, BUILDING & OVERHANG. PREP, LANDSCAPING DURING CONSTRUCTION (WHERE APPLICABLE) THEN APPLY SAID BLANKET TO THE SURFACE JOINT SEE DETAIL ON SHEET RD-1.
8. REMOVE EXISTING CURB AND/OR SIDEWALK TO NEAREST FULL JOINT AND REMOVE CURB AND/OR SIDEWALK TO NEAREST FULL JOINT AND REMOVE AND WASTEWATER EXISTING CURB, GUTTER, SIDEWALK PAVEMENT PER THE SPECIFICATIONS. COORDINATE WITH PROPERTY OWNERS AS NECESSARY. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF STRUCTURE AND OBSTRUCTION.
9. ABANDON EXISTING STORM STRUCTURE(S)/PIPE PER THE SPECIFICATIONS LIMITS. RELOCATE EXISTING STORM STRUCTURE(S)/PIPE PER THE SPECIFICATIONS. RELOCATE EXISTING STORM STRUCTURE(S)/PIPE PER THE SPECIFICATIONS. RELOCATE EXISTING STORM STRUCTURE(S)/PIPE PER THE SPECIFICATIONS. RELOCATE EXISTING STORM STRUCTURE(S)/PIPE PER THE SPECIFICATIONS.
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## D. CONSENT AGENDA

**City Council  
October 9, 2018**

Mayor Johnson called the regularly scheduled meeting to order at 7:00 PM.

Upon roll call the following members were present: Bender, Smith, Leggett, B. Burkett, Wilbanks, Tremblay, and, S. Burkett. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, and City Planner James.

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

**Council member Smith moved to approve the agenda as presented. Council member Bender seconded the motion. Motion carried.**

**CITIZEN PARTICIPATION**

**Joseph Sewell – 7951 16<sup>th</sup> Ave SW, Seattle, WA 98106**

Joseph Sewell stated that he was filling in for Robert (Doug) West as he was home sick. Joseph shared his interest in opening up a Wine and Beer shop with Marijuana processing in the back at the former IGA site.

**STAFF REPORTS**

Police Chief Arsanto distributed a copy of the Police Department Calls for Service by month to each Council member. He also mentioned that there had been reports taken regarding multiple credit card number stolen from the Mobil Station (Leon's Deli) on Hwy 410.

Associate Planner Wallgren thanked the Council for approving the Consultant Support contract, Ms. Wallgren has met with the Consultant and is very excited for her assistance.

City Administrator Schmidt gave a brief update on City construction projects. WSDOT will be holding an open house style meeting tomorrow at the Multi-Purpose Center from 4:00 – 6:30 pm to receive feedback on the SR410 study.

**MAIN AGENDA**

**ORD No. 15-18**

**Council member Tremblay moved to Approve ORD No. 15-18 Amending BMC 19.35 Limiting the Number of Marijuana Grow & Processing as Recommended by the Planning Commission. Council member Smith seconded the motion. After a roll call vote, motion carried 5/2.**

**ORD No. 16-18**

**Council member Tremblay moved to Approve ORD No. 16-18 Amending BMC Chapter 6.04 to comply with model ordinance language required in RCW 35.90. Council member Leggett seconded the motion. After a roll call vote, motion carried 7/0.**

**Consultant Agreement Supplement #3 for Additional Construction Management Costs for the River Ave. Reconstruction Project for a Total Cost of \$231,946.**

**Council member Smith moved to Approve the Consultant Agreement Supplement #3 for Additional Construction Management Costs for the River Ave.**

**Reconstruction Project for a Total Cost of \$231,946. Council member Leggett seconded the motion. Motion carried.**

**CONSENT AGENDA**

**Council Member Leggett moved to approve the Consent Agenda. Council member Smith seconded the motion. Motion carried.**

Approve Minutes of September 25, 2018, Council meeting  
Approve Minutes of October 2, 2018, Council Study Session.

Claim check numbers 58946 through 59053, in the amount of \$501,291.23, for the period of September 26, 2018, through October 9, 2018; Payroll check numbers 37431 through 37480 in the amount of \$109,965.87, and ACH Payroll in the amount of \$310,113.93 for the month of September 2018; and Treasurer Check numbers 12103 through 12108 in the amount of \$2,119.84 and EFT transactions in the amount of \$15,091.08 for the month of September 2018 are hereby approved and ordered paid this 9<sup>th</sup> day of October 2018.

**COMMITTEE REPORTS**

**Mayor's Report:**

Mayor Johnson stated that there will be many AWC Regional meetings being held. The closest one to us is on November 1 at University Place. The Cities/Towns meeting scheduled for November 1 has been cancelled due to the AWC meeting. If any Council members are interested in attending, please contact the Mayor or Finance Director Bazzar.

**Administration, Finance & Public Safety:**

Council member Tremblay shared that the Committee met this morning and started reviewing department budgets. The next meeting will be 10/23 and will also be discussing budgets. There will also be a full Council Budget Work Session on 10/30.

**Transportation & Utilities:**

Council member B. Burkett stated that the next Transportation & Utilities meeting will be on October 16<sup>th</sup> to discuss budget and the meeting is open to the public.

**Community Services:**

Council member S. Burkett state that the next Community Services meeting will be on October 18<sup>th</sup>, they will also be discussing budget and the meeting is open to the public.

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

None.

**Council member Smith moved to adjourn. Council member B. Burkett seconded the motion. Motion carried.**

**With nothing further the meeting was adjourned at 7:43 PM.**

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Mayor

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City Administrator

## E. COMMITTEE REPORTS