

**** Per Governor's emergency [Proclamation 20-28](#) issued March 24, 2020, agencies are required to meet completely remotely without providing for a physical location. Agencies are prohibited from taking "action," as defined in RCW 42.30.020, unless those matters are necessary and routine matters or are matters necessary to respond to the COVID-19 outbreak and the current public health emergency, until such time as regular public participation under the Open Public Meetings Act is possible.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020:**

- All in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.
- The public comment portion of Council meetings and any scheduled public hearings are temporarily suspended to discourage public in-person attendance of City Council meetings.
- Meetings may be viewed live or viewed after the fact on the [City of Anacortes website](#) or on [Channel 10](#).
- The public may also listen to the meeting by phone: 312-757-3121, Access Code: 373-576-877
- The public is encouraged to comment via [email](#) or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 5:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

**** This meeting will be held electronically only ****

May 18, 2020
6:00 p.m.

PRELIMINARY AGENDA

[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Announcements and Committee Reports**
 - a. COVID-19 Update
 - b. Public Works Committee
3. **Consent Agenda (Action)**
 - a. Minutes of May 11, 2020
 - b. Approval of Claims in the amount of: \$754,896.80
 - c. Contract Award: March Point Area Cape Seal Repairs #20-112-TRN-001
4. **Other Business**
 - a. Access - Anacortes Fiber Internet Update (Discussion)
 - b. Resolution 2086: Authorizing Execution of Bargaining Agreement by and between the City of Anacortes and the International Brotherhood of Teamsters Local 231 (Action)
 - c. Resolution 2090: Authorizing the Adoption of the Skagit County Multi-Jurisdiction Hazard Mitigation Plan (Action)
5. **Adjournment**



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning May 26, 2020

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

May 26, 2020

- Monthly Finance Update and COVID-19 Impacts (Discussion)

June 1, 2020

June 8, 2020

June 15, 2020

June 22, 2020

July 6, 2020

July 13, 2020

July 20, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, May 18, 2020, 5:00 PM, Teleconference
- Fiber, Thursday, May 21, 2020, 2:30 PM, Teleconference
- Parks & Recreation, Thursday, May 21, 2020, 6:00 PM, TBD
- Planning, Monday, May 25, 2020, 5:00 PM, Teleconference
- Finance, Wednesday, May 27, 2020, 5:00 PM, Teleconference
- Museum, Thursday, May 28, 2020, 12:30 PM, Teleconference
- Community Center / Pool, Thursday, May 28, 2020, 3:30 PM, TBD
- Public Works, Monday, Jun 1, 2020, 5:00 PM, Teleconference
- Port/City Liaison, Tuesday, Jun 2, 2020, 8:30 AM, TBD
- Public Safety, Tuesday, Jun 2, 2020, 10:00 AM, Teleconference
- Fiber, Thursday, Jun 4, 2020, 2:30 PM, Teleconference
- Housing Affordability & Community Services, Monday, Jun 8, 2020, 4:00 PM, Teleconference
- Planning, Monday, Jun 8, 2020, 5:00 PM, Teleconference

Anacortes City Council Minutes – May 11, 2020

Mayor Laurie Gere called to order the Anacortes City Council meeting of May 11, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference. Councilmember Ryan Walters was absent.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere recognized that community members were running short of patience and looking for normalcy. She urged everyone to stay strong and not act rashly. She invited the public to tune in to her COVID-19 Community Briefing on Wednesday afternoon. The mayor shared current case statistics in Skagit County.

Fiber Committee: Mr. McDougall reported from the committee meeting prior week. He reported on the customer assisted installation process during the COVID-19 social distancing restrictions, then shared current customer connection and sign up statistics. He also addressed planning for the next aerial expansion zone and the proposal to institute a snowbird rate for Access Fiber service.

Housing Affordability & Community Services Committee/Planning Committee: Ms. Moulton reported from the back to back committee meetings earlier in the evening. She reported on the city's temporary suspension of water shutoffs for non-payment during the COVID-19 crisis, potential additional federal funding from the CARES Act, the idea of adding tents to allow outside dining at local restaurants, planning for a cold weather shelter program for the winter ahead, the increase in single family residence building permits over the prior year, video updates on the Shoreline Master Program and Critical Areas Regulations available on the city's website, applications for the city's Small Business Stabilization grants, and a potential meeting with the Port regarding the Port's NW Basin project. Councilmembers and the mayor discussed the roles of the Planning Committee and the Port/City Liaison Committee in the context of the NW Basin project.

Public Comment

Per Section 3 of Resolution 2082 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, the public comment portion of Council meetings and any scheduled public hearings were temporarily suspended to discourage public in-person attendance of City Council meetings. The public was encouraged to comment via email or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to the meeting become part of the record for the meeting, just as if presented in person.

Consent Agenda

Mr. Miller moved, seconded by Mr. McDougall, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of May 4, 2020
- b. Approval of Claims in the amount of: \$373,830.39
- c. Contract Award: WTP Power Generation - TSP/HMI Modernization Upgrade #20-129-WTR-001

The following vouchers/checks were approved for payment:
EFT numbers: 97052 through 97103, total \$362,015.68
Check numbers: 97104 through 97108, total \$3,930.08
Wire transfer numbers: 268026 through 268340, total \$7,884.63

OTHER BUSINESS

Contract Award: Hyper-Converged Server Cluster: Dell Servers R740XD #20-130-ITS-001

Administrative Services Director Emily Schuh introduced Information Services Technician Gerardo Arceo to provide an overview of the hyper-converged server cluster project. Mr. Arceo briefed Council on the architecture and benefits of the project, referring to his slide presentation in the packet materials for the meeting. He responded to councilmember questions about the lifespan of the servers and the overall cost of the project. Mr. McDougall expressed support for the project.

Resolution 2088: Waiving the State Competitive Bidding Requirements for Purchase of Hyper-Converged Server Cluster Parts from XByte Technologies

Resolution 2089: Waiving the State Competitive Bidding Requirements for Purchase of Hyper-Converged Server Cluster Parts from Alltech Resources LLC

Ms. Schuh explained the pricing research undertaken to procure components for the proposed server cluster and staff's proposal to purchase some components directly rather than going out to bid in order to achieve significant cost savings. Information Technology staff assured that warranty coverage was equal or better from the proposed vendors.

Mr. Miller moved, seconded by Mr. Carter, to approve Resolution 2088 waiving the state competitive bidding requirements for the purchase of forty Dell hard drives for the City's hyper convergence cluster from XByte Technologies. Vote: Ayes – Young, Cleland-McGrath, Moulton, McDougall, Miller and Carter. Motion carried.

Mr. McDougall moved, seconded by Mr. Young, to approve Resolution 2089 waiving the state competitive bidding requirements for the purchase of 10 converged network adapters with 20 SFP adapters for the City's hyper convergence cluster from Alltech Resources LLC. Vote: Ayes – Cleland-McGrath, Moulton, McDougall, Miller, Carter and Young. Motion carried.

Mr. Miller moved, seconded by Mr. Carter, to authorize the Mayor to sign a Purchase Order 20-130-ITS-001 with Davenport Group in the amount of \$89,840.55 for the purchase of 3 PowerEdge R740XD Servers. Vote: Ayes – Moulton, McDougall, Miller, Carter, Young and Cleland-McGrath. Motion carried.

There being no further business, at approximately 7:15 p.m. the Anacortes City Council meeting of May 11, 2020 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the May 18, 2020 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
268595	2/3/2020	19411.07-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENG. CONSULTANT: THE	\$1,163.01	plan
268447	3/31/2020	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 3/1/2020-3/31/2020	\$56.00	finance
268514	4/1/2020	190-1840-00	CITY OF ANACORTES	WWTP 3/1-3/31/20	\$6,891.94	dwwtp
268571	4/2/2020	280110B	BAY CITY SUPPLY	FACILITY SUPPLIES	\$53.14	pwfac
268518	4/7/2020	2.20013E+11	PUGET SOUND ENERGY INC	APD 3/7-4/6/20	\$1,744.62	apd
268379	4/14/2020	001-462755	PISTON SERVICE OF ANACORTES	BRACKETED CALIPER- #155	\$102.80	dshop
268593	4/15/2020	ReimbBronsema	BRONSEMA, VANESSA	REIMBURSE TRAVEL, WAPERLA MEETING,	\$69.60	hr
268586	4/15/2020	99516	VECA ELECTRIC & TECHNOLOGIES	DENT METER STUDY FOR PROPER GENERATOR	\$1,576.15	pwfac
268438	4/20/2020	9852987465	VERIZON WIRELESS	SCADA COMMUNICATION 3/21-4/20/20	\$1,092.11	dwwtp
268581	4/21/2020	996074	LIFE ASSIST, INC	ARS NEEDLE DECOMPRESSION KITS	\$80.11	medic
268434	4/22/2020	Z601843	PLATT ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	\$577.20	dwwtp
268537	4/24/2020	24910	ALLMAX SOFTWARE, INC.	WWTP OPERATOR10 SOFTWARE HISTORIAN	\$1,500.00	dwwtp
268341	4/24/2020	1370866	GENERAL PACIFIC INC	FREIGHT	\$29.48	fiber
268436	4/24/2020	11933339	HACH COMPANY	LAB SUPPLIES	\$613.24	dwwtp
268433	4/25/2020	Z631463	PLATT ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	\$57.06	dwwtp
268597	4/27/2020	20411.10-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES	\$477.05	plan
268605	4/27/2020	1650517	STANTEC CONSULTING SERVICES	PASS LAKE 10" WATERLINE DESIGN - MARCH	\$4,611.65	pw1
268530	4/28/2020	280786	BAY CITY SUPPLY	FACILITY ITEMS FOR WTP	\$228.57	pwfac
268526	4/28/2020	281529	BAY CITY SUPPLY	COVID-19 FACILITY ITEMS	\$228.27	pwfac
268529	4/28/2020	281532	BAY CITY SUPPLY	COVID-19 FACILITY ITEMS	\$270.66	pwfac
268305	4/28/2020	200378	T-SHIRTS BY DESIGN	LOGO HATS, T-SHIRTS AND JACKETS	\$1,048.96	fiber
268572	4/28/2020	14942A	THE PLUMBING GUYS, INC	REPLACEMENT DRAIN FOR THE HEART	\$28.92	pwfac
268377	4/28/2020	9853485912	VERIZON WIRELESS	City Cell Phones 3/29-4/28/20	\$11,346.92	finance
268575	4/29/2020	INV-13671	IMAGE360	INSTALL DECALS POLICE CAR #043A	\$1,293.06	dshop
268498	4/29/2020	3311532	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$36.05	medic
268539	4/29/2020	1206527	SKAGIT PUBLISHING LLC	PUBLISH AA-2009583 AA-2010837	\$125.00	finance
268583	4/30/2020	96426289	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL AND GASES	\$516.76	dwwtp
268277	4/30/2020	1991733220	ARAMARK	OPS: MAT CLEANING	\$41.63	dshop
268452	4/30/2020	2.00001E+11	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 4/1-4/30/20	\$6.60	publib
268451	4/30/2020	2.00001E+11	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 4/2-4/30/20	\$20.62	publib
268435	4/30/2020	3E+11	PUGET SOUND ENERGY INC	STREET LIGHTS 03/4- 04/1/2020	\$21,681.39	dshop
268600	4/30/2020	30488	REICHHARDT & EBE ENGINEERING	SHIP HARBOR AND SR20 SPUR PROJECT -	\$428.38	pw1
268491	4/30/2020	31695	SKAGIT RIVER STEEL &	APPLIANCE DISPOSAL	\$166.65	dshop
268444	4/30/2020	223110	USA BLUE BOOK	FULL-FACE RESPIRATOR X 2	\$629.46	dwwtp
268441	5/1/2020	052-0010-00	CITY OF ANACORTES	2201 37TH ST, W/S/G 4/1-4/30/20	\$1,298.84	dshop

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268439	5/1/2020	190-1840-00	CITY OF ANACORTES	WWTP W/S/G 4/1-4/30/20	\$7,696.36	dwwtp
268603	5/1/2020	116870255	DEERE & COMPANY	PARKS DEPARTMENT GATOR PURCHASE	\$14,677.99	pw1
268505	5/1/2020	360-293-0045-	FRONTIER COMMUNICATIONS	STA 1 BACKUP LINES: 5/1- 5/31/20	\$153.95	medic
268503	5/1/2020	AFD 20	ISLAND HOSPITAL	MARCH AMBULANCE SUPPLIES	\$1,720.81	medic
268170	5/1/2020	5059453575	RICOH USA, INC	S/N C86078755 LIBRARY FL2 ADMIN COPIER 2/1-	\$7.10	publib
268171	5/1/2020	5059453642	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 2/1-	\$523.12	publib
268449	5/1/2020	10238224	XEROX CORPORATION	XEROX CONTRACT	\$8.46	publib
268437	5/4/2020	1991736545	ARAMARK	LAUNDRY SERVICE	\$70.84	dwwtp
268508	5/4/2020	999486	LIFE ASSIST, INC	I-GEL O2 RESUS PACKS	\$215.49	medic
268521	5/4/2020	2016-01	QUANTUM CONSTRUCTION, INC	ASAC EMERGENCY REPAIRS DUE TO 25 YEAR	\$25,794.37	pwfac
268632	5/4/2020	May	SKAGIT LAW GROUP PLLC	PROSECUTION SERVICES CONTRACT MAY 2020	\$6,305.00	legal
268511	5/5/2020	999655	LIFE ASSIST, INC	REPLACEMENT VIDEO LARYNGOSCOPE	\$2,016.77	medic
268339	5/5/2020	RefundMarcelo	MARCELO, FREDERICK	WA PARK CAMPGROUND REFUND	\$200.00	parks1
268538	5/5/2020	20-05052	PACIFIC NORTHWEST SCALE	2020 WWTP SOLIDS HANDLING SCALE	\$923.95	dwwtp
268274	5/5/2020	RefundPalmer	PALMER, SUZAN	WA PARK REFUND	\$324.00	parks1
268375	5/5/2020	001-464420	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- #016	\$23.81	dshop
268378	5/5/2020	001-464421	PISTON SERVICE OF ANACORTES	AIR FILTER- #016	\$20.32	dshop
268371	5/5/2020	001-464448	PISTON SERVICE OF ANACORTES	FUEL CAP VEH #159	\$9.14	dshop
268573	5/5/2020	001-464498	PISTON SERVICE OF ANACORTES	LED LIGHT, SWITCH, WIRE VEH #043	\$52.51	dshop
268489	5/5/2020	331 0517278	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$45.48	wdist
268608	5/5/2020	99818	VECA ELECTRIC & TECHNOLOGIES	WA PARK UPPER RESTROOMS ELECTRICAL FOR	\$1,073.95	pw1
268609	5/5/2020	99824	VECA ELECTRIC & TECHNOLOGIES	CAUSLAND PARK PANEL/ELECTRICAL REPAIR	\$2,701.30	pw1
268493	5/6/2020	1991740222	ARAMARK	STA 3 MAT/MOP SERVICE - 5/6	\$21.74	medic
268446	5/6/2020	92888037	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$4,947.64	dwwtp
268373	5/6/2020	MV233643	MOTOR TRUCKS, INC	CB RADIOS VEH 90013, 90011	\$247.75	dshop
268372	5/6/2020	MV233649	MOTOR TRUCKS, INC	HOSE ASSY 24" VEH #212	\$9.45	dshop
268431	5/6/2020	MV233704	MOTOR TRUCKS, INC	HOSE ASSEMBLY	\$18.89	dshop
268517	5/6/2020	2.20013E+11	PUGET SOUND ENERGY INC	APD 4/7-5/5/20	\$1,343.13	apd
268430	5/6/2020	2.20013E+11	PUGET SOUND ENERGY INC	HEART OF ANACORTES 4/7-5/5/20	\$132.27	plan
268429	5/6/2020	2.20016E+11	PUGET SOUND ENERGY INC	CAR CHARGING STATION 4/7-5/5/20	\$30.08	dshop
268442	5/6/2020	2.20022E+11	PUGET SOUND ENERGY INC	TSUNAMI SIREN - SKYLINE WAY 4/7-5/5/20	\$18.17	dwwtp
268534	5/6/2020	P1826-3	QCC QUALITY CONTROLS CORP.	WWTP SCADA NETWORK ISOLATION AND MCP	\$10,800.00	dwwtp
268536	5/6/2020	P1826-4	QCC QUALITY CONTROLS CORP.	WWTP FIBER OPTIC NETWORK AND SCADA	\$23,490.00	dwwtp
268382	5/6/2020	B11713359	SHI INTERNATIONAL CORP.	WINDOWS LICENSES	\$80,023.73	infosys
268540	5/6/2020	1207229	SKAGIT PUBLISHING LLC	PUBLISH AA-2011561 AA-2011726 AA-2011740	\$663.22	finance
268390	5/6/2020	20200843	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 04/2020	\$2,580.82	finance
268443	5/6/2020	331 0517451	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$87.89	dwwtp
268374	5/6/2020	026P10203	WESTERN TRUCK CENTER	ISOLATOR DEBRIS SHIELD VEH #514	\$294.99	dshop
268495	5/7/2020	1991742037	ARAMARK	STA 2 MAT/MOP SERVICE - 5/7	\$21.74	medic
268496	5/7/2020	1991742038	ARAMARK	STA 1 MAT/MOP	\$21.74	medic

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268520	5/7/2020	1991742041	ARAMARK	APD NYLON MATS CLEANED	\$16.31	apd
268392	5/7/2020	1991742047	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$77.76	finance
268389	5/7/2020	1991742048	ARAMARK	OPS: MAT CLEANING	\$34.96	dshop
268432	5/7/2020	U2016019559	HB JAEGER	GSK PVC GREEN PIPE, COUPLING	\$308.22	dshop
268607	5/7/2020	1200266298	HDR ENGINEERING, INC	SK RIVER RAW WATER PIPELINE/CLEARWELL -	\$9,864.40	pw1
268606	5/7/2020	1200266387	HDR ENGINEERING, INC	PILOT-SCALE/TESTING FOR WTP - WA DOH	\$6,686.77	pw1
268497	5/7/2020	820602	JCI JONES CHEMICALS INC	HYPOCHLORITE SOLUTION	\$3,904.96	dwtpt
268602	5/7/2020	INV-8586	MACLEOD RECKORD PLLC	GUEMES CHANNEL TRAIL 30% DESIGN - PHASE	\$215.42	pw1
268453	5/7/2020	2.20013E+11	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 4/8-5/6/20	\$22.29	plan
268494	5/7/2020	2.20013E+11	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGES: 4/8-	\$64.09	dshop
268440	5/7/2020	2.20022E+11	PUGET SOUND ENERGY INC	TSUNAMI SIREN - 500 T AVENUE 4/8-5/6/20	\$17.65	dwwtp
268532	5/7/2020	Pay App 2	SUMMITX CONTRACTORS, INC	2020 WATERLINE REPLACEMENTS	\$140,666.42	pw1
268524	5/7/2020	99940	VECA ELECTRIC & TECHNOLOGIES	WTP 3 MIL MOTOR DISCONNECT	\$342.41	pwfac
268501	5/7/2020	99942	VECA ELECTRIC & TECHNOLOGIES	WTP ELECTRICAL REPAIRS	\$476.04	dwtpt
268445	5/7/2020	112200	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$99.50	dwtpt
268391	5/8/2020	Apr-20	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE 04	\$19,537.26	plan
268596	5/8/2020	164933	GEOENGINEERS, INC.	CRITICAL AREAS REGULATIONS UPDATE -	\$595.00	plan
268604	5/8/2020	126364	GRANICUS, INC.	ECOMMENT 5/1/20-12/31/20	\$1,087.00	finance
268512	5/8/2020	1000764	LIFE ASSIST, INC	SHARPS CONTAINERS	\$24.95	medic
268601	5/8/2020	INV-8588	MACLEOD RECKORD PLLC	GUEMES TRAIL DESIGN - PHASE 6 - APRIL 2020	\$667.84	pw1
268574	5/8/2020	001-464778	PISTON SERVICE OF ANACORTES	PLUGS FOR #609	\$28.47	dshop
268527	5/8/2020	3157	SIGNDOG NW	VEHICLE WRAP #192	\$206.75	dshop
268598	5/8/2020	12356	SKILLINGS CONNOLLY, INC	WWTP SAMPLING AND ANALYSIS PLAN (SAP) -	\$4,061.14	dwwtp
268499	5/8/2020	48582053	UNIVAR USA INC	CAUSTIC SODA	\$4,326.86	dwtpt
268525	5/8/2020	026P10310	WESTERN TRUCK CENTER	HUB ALUM 10 STUD LONG, VEH 514	\$272.47	dshop
268519	5/9/2020	00005W5A83190	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 5-9-20	\$18.94	apd
268531	5/11/2020	1991745398	ARAMARK	LAUNDRY SERVICE	\$71.72	dwwtp
268507	5/11/2020	5350969	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$20.00	medic
268492	5/11/2020	INV2140638	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 4/8-	\$287.39	finance
268577	5/11/2020	RefundDouthit	DOUTHIT, TYLER	WA PARK CAMPGROUND REFUND DOUTHIT	\$162.00	parks1
268515	5/11/2020	5/11/2020	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$700.00	apd
268578	5/11/2020	RefundMattos	MATTOS, HEATHER	WA PARK CAMPGROUND REFUND MATTOS	\$108.00	parks1
268579	5/11/2020	RefundMoney	MONEY, JAYME	WA PARK CAMPGROUND REFUND MONEY	\$108.00	parks1
268587	5/11/2020	Pay App 2	WELCH BROTHERS CONSTRUCTION	LONGVIEW AVENUE REPAIRS	\$27,395.15	pw1
268594	5/12/2020	RefundCardoza	CARDOZA, TAIYA	WA PARK CAMPGROUND REFUND CARDOZA	\$108.00	parks1
268584	5/12/2020	262467	DEPT OF LABOR & INDUSTRIES	ELEVATOR OPERATING ANNUAL RENEWAL 7/1/20-	\$454.70	pwfac
268614	5/12/2020	18-156-FIR-0031	DRIFTWOOD CONSTRUCTION, LLC	RETAINAGE RELEASE	\$8,793.75	pw1
268582	5/12/2020	RefundFaist	FAIST, RICK	WA PARK CAMPGROUND REFUND FAIST	\$84.00	parks1
268576	5/12/2020	001-465122	PISTON SERVICE OF ANACORTES	SILICON, PLUG TAP #866	\$28.18	dshop
268631	5/12/2020	14-056-IDS-0081	ROBINSON BROTHERS	RETAINAGE RELEASE	\$2,992.12	pw1

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268592	5/12/2020	RefundRolen	ROLEN, RONNIE	WA PARK CAMPGROUND REFUND ROLEN	\$216.00	parks1
268591	5/12/2020	Pay App 3	SRV CONSTRUCTION, INC	SHIP HARBOR AND SR20 SPUR INTERSECTION	\$270,280.04	pw1
268580	5/12/2020	RefundWyman	WYMAN, SELINA	WA PARK CAMPGROUND REFUND WYMAN	\$54.00	parks1

Total **\$754,896.80**



City Council Contract Agenda Bill

Meeting Date: 5/18/2020 **Agenda Item:** 3c

Subject: Contract Award – March Point Area Cape Seal Repairs #20-112-TRN-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$50,000.00 to Lakeside Industries, Inc. to perform the March Point Area Cape Seal Repairs. This project will include pavement repairs, asphalt patching and asphalt pre-leveling in preparation for an upcoming cape seal this summer in the March Point Area. Roadways include March Point Road, South March's Point Road, Thompson Road, Reservation Road and Padilla Heights Road.

Background:

1. **History:** A cape seal project is planned for the above referenced City roads to be completed this summer by Skagit County during the County's annual Chip Seal Program. The cape seal will be completed under City's interlocal agreement with Skagit County. A cape seal is a chip seal covered with a fog seal. The subject roadways require some repair, patching and preleveling of bad spots prior to cape sealing, this contract will complete those repairs.
2. **Key Terms:**
 - Contract is for a fixed price of \$50,000.00.
 - The Contractor shall complete the work by December 31, 2020.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Lakeside Industries, Inc.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-112-TRN-001 with Lakeside Industries, Inc. in the amount of \$50,000.00 to perform the March Point Area Cape Seal Repairs.

Alternative Actions: Not award the contract

Attachments: Contract 20-112-TRN-001

Contractor	Lakeside Industries, Inc.
Contract Amount	\$50,000.00
Earmarked Funds	\$1,800,000.00
BARS #	104.720.542.30.41
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	12/31/20



CONTRACT 20-112-TRN-001
AGREEMENT WITH
LAKESIDE INDUSTRIES, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Lakeside Industries, Inc., a private contractor at PO Box 729, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
March Point Area Cape Seal Repairs

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform pavement repairs, asphalt patching and asphalt pre-leveling in preparation for Cape Seal in the March Point Annexation Area. Roadways include March Point Road, South March's Point Road, Thompson Road, Reservation Road and Padilla Heights Road. Work is subject to the 2018 City of Anacortes Engineering Standards, which is hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **Fifty-Thousand Dollars (\$50,000.00)**. This includes all labor, materials, and standard freight for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by December 31, 2020.
5. **Job Safety:** Contractor shall comply with all Washington Department Labor & Industries safety standards.
6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and the 2018 City of Anacortes Engineering Standards are included in this Contract Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

Owner:

City of Anacortes

Mayor

Date

Contractor:

Lakeside Industries, Inc.

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES

Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquiries may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Delivery. Advance coordination of the work shall be made with the Project Manager Tim Hohmann (360) 588-8068.

3. Subcontracts. The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of the prime Contractor or a subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination

- (1) of the acceptability of any subcontract terms or conditions;
- (2) of the allowability of any cost under this contract, or
- (3) to relieve the Contractor of any responsibility for performing this Contract.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

4. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

5. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

6. Withholding Payment. In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts

otherwise due. A determination of the Public Works Director set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the Public Works Director which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

7. Final Payment: Waiver Of Claim The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

8. Inspection.

A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

9. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

10. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

11. Defense and Indemnity Agreement. The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

12. Insurance.

A. Insurance Term: The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation: The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance: The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. Public Entity Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision: The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. Failure to Maintain Insurance: Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

14. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

15. Discrimination Prohibited. During the performance of this Agreement, the Contractor and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

16. Contractor is an Independent Contractor. The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Sub-Contractors during the performance of this Agreement.

17. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

18. The City's Right to Terminate Agreement.

A. Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

19. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

20. Non-waiver. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

21. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

22. Disputes

A. **General:** Differences between the Contractor and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. **Notice of Potential Claims:** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. **Dispute Resolution:** In the event of a dispute between the City and the Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

23. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

24. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

25. Compliance with Laws. The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

26. Notices. Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONTRACTOR:
Lakeside Industries, Inc.,
Justin Blouin
PO Box 729
Anacortes, WA 98221

27. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

28. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity Agreement; Disputes.

29. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds

Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or six months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Department of Revenue, Department of Employment Security and the Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

30. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released **45 days after final acceptance**, provided that the following has occurred:

- 1) All liens placed against the project have been released. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
- 2) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
- 3) Worker's Compensation Premiums for the Contractor and any subcontractors are current.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.



City Council Contract Agenda Bill

Meeting Date: 5/18/2020 **Agenda Item:** 4a

Subject: Access- Anacortes Fiber Internet

Staff Contact: Emily Schuh

Approved for Submittal to Council by:

Action Type: Discussion

Summary Statement: Fiber department to provide a monthly update on the status of the network growth.

Background:

History: Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council then approved slightly over \$3.1 million in the 2019-20 biennial budget for construction and operation of such a fiber optic network in three pilot areas.

Previous Council/Committee Action: Council approved [Resolution 2013](#) at the [May 29, 2018](#) meeting.

Competing Viewpoints Considered: N/A

Motion:

Alternative Actions: N/A

Attachments: Presentation



May 2020



1

GPON CUSTOMER COUNT & REVENUE

Month ▼	In Service ▼	Static IPv4 Address ▼	Internet Service Revenue ▼	Static IPv4 Revenue ▼	Revenue ▼
Mar-20	9	1	\$1,171	\$20	\$1,191
Apr-20	30	3	\$3,180	\$49	\$3,229
May-20	138	6	\$9,102	\$109	\$9,211

Yesterday the city crew set up our COA FIBER OPTIC NETWORK. They were quick and pleasant and got us online with ease. We are looking forward to being one of your customers and using your service. Thanks a bunch.

-Matt and Bonnie Kerschbaum

Just wanted to say thank you guys, you did an awesome job connecting my Internet today and explaining how it works 😊 I look forward to many years of stress less connections. You guys are the best!

- Patricia Rock

2

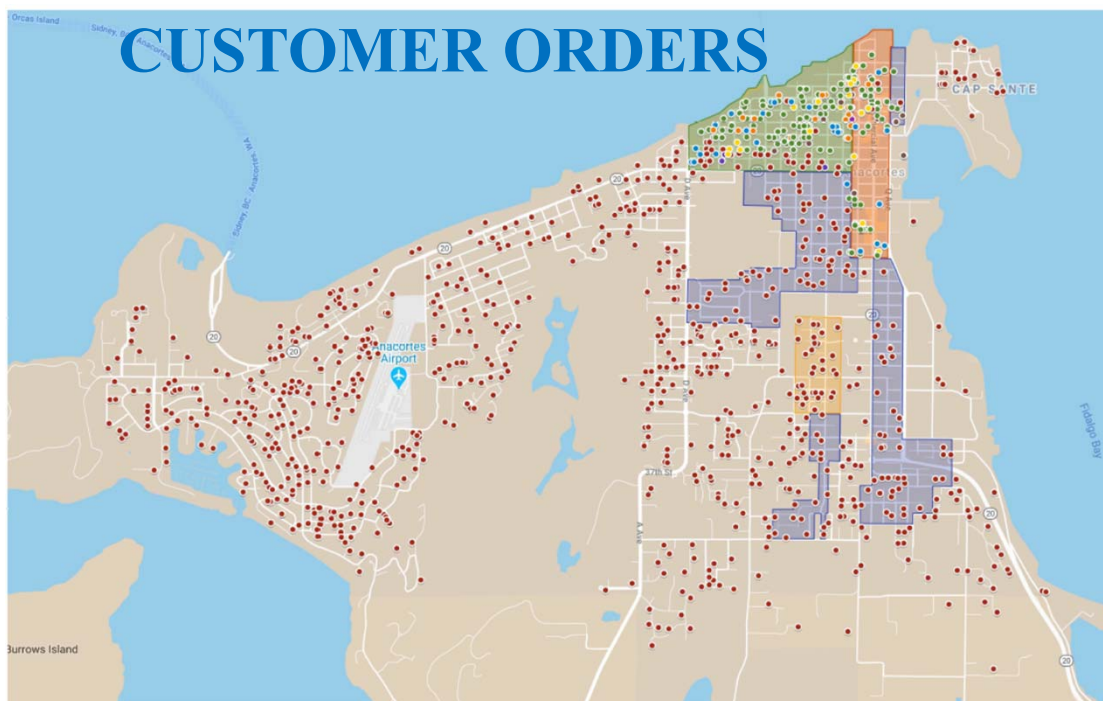
CUSTOMER ORDERS

Residential	Count	Monthly Revenue	Commercial	Count2	Monthly Revenue3
100Mbps	46	\$ 1,794.00	100Mbps	12	\$ 1,068.00
100Mbps managed	32	\$ 1,568.00	100Mbps managed	6	\$ 594.00
1Gbps	17	\$ 1,173.00	1Gbps	11	\$ 1,639.00
1Gbps managed	12	\$ 948.00	1Gbps managed	2	\$ 318.00
One Static IP	0	\$ -	One Static IP	1	\$ 9.00
Five Static IPs	0	\$ -	Five Static IPs	5	\$ 100.00
Total:	107	\$ 5,483.00	Total:	31	\$ 3,728.00
Grand Total	\$ 9,211.00				

	CBD	Old Town	M Ave	Aerial Expansion	Remainder of City	Total
Potential Customers	255	530	160	1297	5345	7587
Sign-ups	73	173	36	125	689	1096
Take-Rate	28.6%	32.6%	22.5%	9.6%	12.9%	14.4%
Outside - MST to Premise Only	0	19	0	0	0	19
In-Service	48	86	0	4	0	138
Percentage of Orders in Service	65.8%	49.7%	0.0%	3.2%	0.0%	

3

CUSTOMER ORDERS



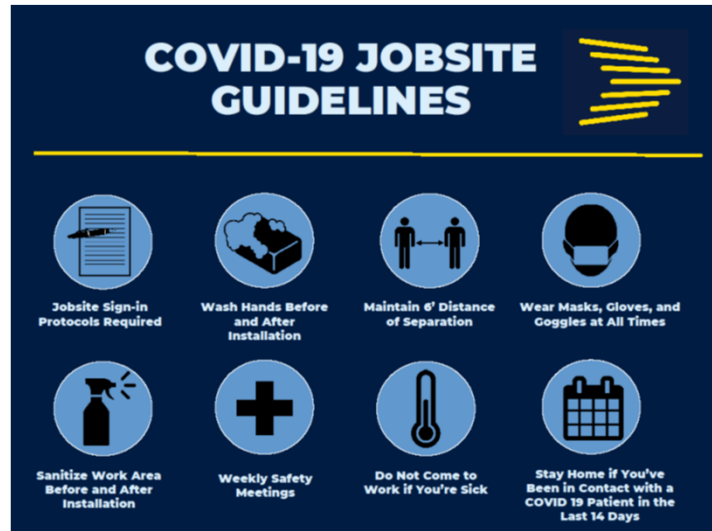
4

IN HOME INSTALLATIONS

Following Governor Inslee's Construction Restart Covid-19 Job Site Requirements in home installations began May 11, 2020.

30 Guidelines
Training & Supervision
Social Distancing
PPE
Sanitation & Cleanliness
Employee Health
Job Site Tracking

SE1



5

NO CONTACT SERVICE INSTALLATIONS

No-Contact Service Installation

Thank you for opting in to our No-Contact Service Installation! Here is what you can expect next.

- Safety**
The safety of your family is our biggest priority. That's why our crew will take every precaution in wearing proper PPE, maintaining safe distancing, and cleaning all surfaces and equipment before and after installation.
- Prep-Work**
To help our installation staff before we arrive, please take pictures of your router and measure the distance from it to the wall where your outside fiber box is located. Having this information in advance helps us to prepare for a more efficient installation process.
- Video Walkthrough**
Upon arrival, our crew will work with you to determine the best option for your home without going inside. This may involve the use of FaceTime or a similar application to view the inside of your home before any work begins.
- Drilling Options**
Most Emergency Temporary Installations will likely require drilling into walls or floors. In this case, you will need to have your own drill and be comfortable using it in this capacity. Our staff will provide proper drill bit.
- Follow-Up**
After we put you into service, we will follow up to see how things are functioning. Once the Stay-At-Home order lifts, we will schedule a time to complete the installation.

access  

Contact C2, our Business Assistant, at:
(360) 588-8361
inslee@accessfiber.com
City Hall 904 6th St. Anacortes, WA 98221

Customers continue to have the option of a no contact installation

6

2020 EXPANSION AREAS

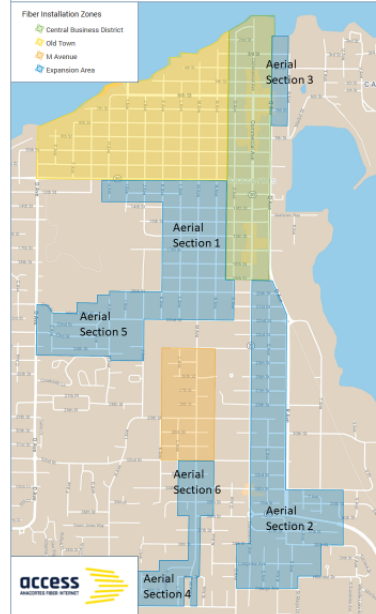
Aerial Sections 2, 3, 4, & 6

- Design complete
- Materials ordered May 1
- Additional pole attachment agreement necessary
- Construction contract in preparation
- Library to MST construction will begin in July
- Home installations to follow

Aerial Sections 1 & 5

- Design underway

2020 Fiber Installation Zones



7

CUSTOMER SIGN-UPS

Customers Not on GPON Network

CITY OF ANACORTES – Internet & Pt to Pt

SAMISH INDIAN NATION (SIN)

AdHoc Installations

Cannery Building
Longhouse
Summit Park Rd. location
Admin Building

Installation costs reimbursed by SIN grant

Grant requires installation complete by end of 2020

ISLAND HOSPITAL

Dark fiber

Hospital to Teen Clinic

Hospital to Sleep Center

Hospital to Mount Vernon

Requires some new aerial cables

May / June estimated timeframe

\$16k - \$29k annual revenue

NOANET

NoaNet/K-20 Education Network

2 Gbps Ethernet circuit

MSA - Council Meeting 5/26

June construction, July service

Dependent upon interconnection with Mt. Vernon

\$10k annual revenue, \$5000 in 2020

Customer #2

1, 5 or 10 Gbps Ethernet circuit

NoaNet submitting proposal to its customer

\$8k - \$36k annual revenue

Customer #3

1 or 10 Gbps Ethernet circuit

NoaNet submitting proposal to its customer

\$8k - \$36k annual revenue

8

SERVICE SUSPENSION POLICY PROPOSAL

Residential customers may suspend Internet service, effectively deactivating their equipment, while on vacation or out of town for a minimum of 60 days at a rate of \$20/month.

Reasoning

- Competitors have similar programs.
- Positive experience for customers.
- Reduces cost to half of lowest service plan.
- Eliminates customer inconvenience

Next Steps

Adoption & incorporation into unified fee schedule 5/26

9

CUSTOMER OUTREACH

Access - Anacortes Fiber Internet
Sponsored · 🌐

Our fiber footprint is growing! The community response has been strong, and we will start expanding from our initial pilot areas to cover more of Anacortes later this year. Visit our website to see if you fall in one of our expansion areas and pre-order today!

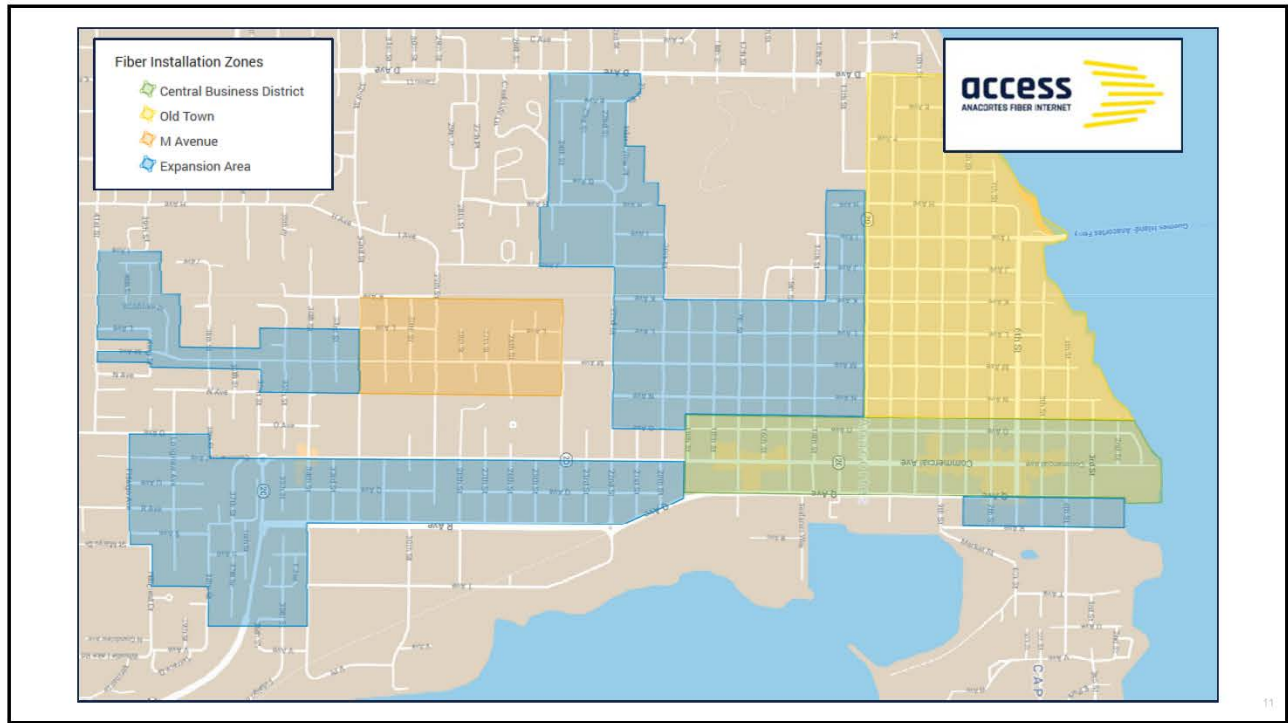
access
Is
GROWING!

CITYOFANACORTES.ORG
Access - Anacortes Fiber

[Learn More](#)

1200 people reached
over three days with
106 link clicks.

10





City Council Agenda Item Summary

Meeting Date: 5/18/2020

Agenda Item Number: 4b

Agenda Item Title: Authorizing Execution of Bargaining Agreement by and between the City of Anacortes and the International Brotherhood of Teamsters Local 231 (Action)

Staff Contact(s): Vanessa Bronsema

Approved by: Steve Hoglund, Darcy Swetnam

Action Type: Resolution 2086

Item Summary:

A collective bargaining agreement by and between the City of Anacortes and Teamster Union Local 231 formalizing wages, hours, and working conditions for represented positions. The Teamsters Union represents about 100 of the City's 245 regular full- and part-time employees.

Background: The current collective bargaining agreement between the City of Anacortes and Teamsters Union Local 231 expired on December 31, 2019. The City and the union began negotiations in the fall of 2019, which included a joint, market-based compensation study for positions in the bargaining unit. The findings of the study resulted in a restructured salary schedule ("Addendum A") which is anticipated to go into effect June 1, 2020 pending Council approval. The Teamsters Business Representative, Jennifer Thompson, informed the City that the union ratified the proposed bargaining agreement on May 8, 2020. The final collective bargaining agreement is being presented to the City Council this evening for final approval. The personnel committee has been aware and informed of the status of negotiations throughout the process. A summary of the proposed changes is included in the Council packet for reference.

Budget Impact: The budget impact in 2020 will be 3.0% cost of living adjustment. In lieu of retro-active payments to January 1, 2020, employees will be paid a one-time lump-sum payment based on full time equivalency (FTE) status for the months of January – May 2020. The maximum payment for a regular full-time employee will be \$1300, which averages to \$260 per month in lieu of retro-payment. In response to the evolving COVID-19 circumstances the parties agreed to re-open negotiations for wage discussions for 2021 and 2022.

Budget Impact

Amount Budgeted:

Proposed Expenditure:

Budget Amendment Required? No

Previous Action: The current collective bargaining agreement was adopted by [Resolution 1983](#) on February 6, 2017.

Recommended Motion: I move to approve the collective bargaining agreement between the City of Anacortes and Teamsters Union Local 231 effective January 1, 2019 through December 31, 2022.

Alternative Actions: Move the agenda item to a future date.

Attachments In order presented:

- Resolution 2086
- Collective Bargaining Agreement (2020 - 2022)
- Summary of Changes

RESOLUTION 2086

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES,
WASHINGTON, authorizing the signature and execution of a Collective Bargaining
Agreement between the City of Anacortes and the Teamsters Union Local 231**

WHEREAS, the City of Anacortes (“the City”) and the Teamsters Union Local 231 (“the Union”), (collectively “the Parties”) had a Collective Bargaining Agreement in place effective January 1, 2017 through December 31, 2019; and,

WHEREAS, the Parties entered into collective bargaining negotiations in the fall of 2019 to discuss wages, hours, and working conditions for employees in positions represented by the Union; and,

WHEREAS, the Parties performed a joint market-based compensation (wage) study for positions represented by the Union; and,

WHEREAS, the City of Anacortes and The Teamsters Union Local 231 reached an agreement through negotiation on a successor agreement, including a restructured salary schedule;

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement retroactively effective January 1, 2020 by and between the City of Anacortes and the Teamsters Union Local 231.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 18th day of May, 2020.

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

LABOR AGREEMENT

BETWEEN

The CITY OF ANACORTES

AND

TEAMSTERS UNION LOCAL NO. 231

REPRESENTING

ANACORTES MUNICIPAL EMPLOYEES

JANUARY 1, 2020 – DECEMBER 31, 2022

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ARTICLE 1: RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit as described in the certification of representation to include all regular full-time and regular part time non-supervisory employees of the City of Anacortes including library and museum employees, excluding uniformed employees, supervisors, confidential employees, and all other historically excluded employees.

ARTICLE 2: DEFINITIONS

- 2.01 The following definitions are provided for clarity:

Full-Time Employee: An individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or nonexempt.

Part-Time Employee: An individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or nonexempt.

Provisional Part-Time Employee (applies to Library and Museum staff only): An employee with a FTE of less than 50% who typically works less than twenty (20) hours per week. Employees classified as provisional part-time are eligible for bereavement leave and personal holiday accrual proportionate to their FTE.

Temporary Employee: Generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or nonexempt. A temporary employee who works more than one thousand, forty regular hours (1040) in a work year may be required to join the applicable bargaining unit.

ARTICLE 3: UNION SECURITY

- 3.01 Dues Processing: The Union will notify the City of its initiation fees and dues. The City agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The City will remit to the Secretary-Treasurer of Teamsters Union Local 231 said monies together with a list of employees and amounts to be credited on their behalf.
- 3.02 Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
- 3.03 Indemnification: The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 3.04 Notification to Union of New Hires: The City agrees to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, work location, and phone number.
- 3.05 New Hire Orientation: The City will provide the Union thirty (30) minutes during the employees' regular working hours, for purposes of presenting information about the Bargaining Unit and Union membership. The presentation may occur during a new employee orientation provided by the employer, or at another time and location mutually agreed to by the employer and the Union. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.
- 3.06 Communication: The employer shall remain neutral when communicating with employees about Union membership. Questions regarding Union membership will be referred to the Union, such as a Shop Steward or Business Representative.

ARTICLE 4: PROTECTION OF RIGHTS

- 4.01 Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event a City of Anacortes employee refuses to enter upon any private property involved in a sanctioned labor dispute, or refuses to go through or work behind any sanctioned picket line of Union parties to this Agreement, and including sanctioned picket lines at the Employer's place of business. Sanitation employees shall make pickups that are located on the public right-of-way.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 Personnel Management: The right to hire, promote, discipline or discharge for just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.
- 5.01.1 The employer shall have the right to continue to contract or sub-contract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining. The employer will provide the Union with notice no less than thirty (30) days prior to implementation of any changes in operations or services that would require contracting or sub-contracting of bargaining unit work. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting work shall not apply to seasonal work and the corresponding use of seasonal or temporary employees. The City retains the right to make all final decisions on contracting or sub-contracting after appropriate notice and discussion with the union. However, no such decisions shall be arbitrary or capricious.

- 5.02 Municipal Service Delivery: Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 5.03 Performance Standards: The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards.
- 5.04 Personnel Policies: Nothing contained in this Agreement shall prevent the City from proceeding in accordance with Personnel Policies formally adopted by the City Council; provided that these rules do not conflict with items covered by this Agreement.
- 5.05 New Hire Salary Placement: The City reserves the right to place new employees within the salary grid appropriate to their experience as determined by the hiring department head.
- 5.06 Employee Assignments: Cross training may be assigned outside of an employee's general work assignment by mutual agreement of the City and the employee. If an assignment is reasonably related to the employee's general areas of work, training, and capabilities the City may assign an employee. During times of emergencies or when it is necessary for work to progress, the City reserves the right to reassign employees as necessary.
- 5.07 Use of Volunteers (Museum & Library): The use of volunteers support the ongoing mission of the Library and Museum and the evolving needs of the community. Volunteers will work under a defined volunteer program and will be assigned specific projects to complete while under staff supervision. The use of volunteers is to supplement staff and not to replace or supplant paid staff.

ARTICLE 6: EMPLOYEE RIGHTS

- 6.01 The Employer appreciates and strives to recognize quality performance and length of service. Both contribute greatly to the service the Employer and employees are able to provide customers.
- 6.02 Layoff & Reduction in Force: The Employer shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, consideration will be given to each employee's qualifications, job performance, and seniority before a decision regarding such layoff or reduction in force is made. For the purpose of these incidents, employees will be grouped together with, and compared to, others in the same job classification. Seniority will be determined by adding all of the employee's time within the classification to half of the employee's time

spent in another City classification or classifications. For example, if an employee has five years in the classification being reduced and two years in a prior classification, the employee would be awarded six years of seniority.

- 6.03 Rehire Eligibility After Layoff: Decisions to rehire laid-off employees will be made using the same criteria; qualifications, job performance and seniority.
- 6.04 Holding Position After Layoff: In the case of layoffs, the employee's position and seniority shall be held up to, but not exceeding twelve (12) months from the date of the employee's last day of work prior to layoff.
- 6.05 Medical Leave of Absence: Medical Leaves of Absence are generally limited to a maximum of six months in duration. However, if the prognosis from the health care professionals is that the employee will never be able to return to employment, the leave may be shorter. Conversely, if the prognosis from the health care professionals near the end of the six month period is a more likely than not return to duty within a reasonable period of time beyond the six (6) months, the City agrees to consider such extension.
- 6.06 Filling Vacancies of Union-Represented Positions: If a position within the bargaining unit becomes open (through a vacancy, or if a new position is created), and the City intends to fill that position, the City will first advertise the position to all bargaining unit employees for seven (7) business days. The advertisement will include the current job description. Any bargaining unit employee who applies according to the advertised procedure, and meets the minimum qualifications, will be interviewed and considered prior to externally posting the position.
- 6.07 Probationary/Trial Period for New Employees: Positions covered by this Agreement will have a twelve-month (12-month) probationary/trial period during which time the employer decides the capability and desirability of retaining the new employee. During the trial period, supervisors will provide the new employee a written evaluation no less than every three (3) months. The evaluation will provide a clear update for the new employee with regard to the employer's perceived capability and desirability of retaining the new employee. During the probationary period the employee cannot transfer between departments. Trial/probationary periods may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period.
- 6.08 Probationary/Trial Period for Employee Transfers: Current employees who transfer to another Teamster-represented position shall be placed on a six-month (6-month) probationary/trial period. Probationary/Trial periods for transfers may be extended in no more than three (3) month increments if the City deems the employee needs additional time in the position to verify their capability to continue in the position. Such extensions must be requested to the Union no less than ten (10) business days prior to the end of the official trial period.
- 6.09 Temporary Employees: A temporary non- represented employee shall become a member of the bargaining unit once the employee has accumulated one thousand forty (1,040) hours within a twelve (12) month period from the date of hire provided the employee is not terminated. Temporary non-represented part-time employees shall not

be terminated for the purpose of avoiding accumulation of one thousand forty (1,040) hours from date of hire.

ARTICLE 7: NON-DISCRIMINATION

- 7.01 In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this agreement on the basis of race, color, national origin, creed, religion, sex, age (over 40), marital status, physical or mental disability, genetic information, gender identification, or status as an honorably discharged veteran, or any other class protected by federal, state, or local law. Other than union membership, any dispute concerning the interpretation and application of this article shall be processed through the appropriate federal or state agency or court.
- 7.02 The Union recognizes that the City is an Equal Opportunity Employer.

ARTICLE 8: NEGOTIATIONS

- 8.01 Bargaining unit employees shall be allowed to meet as a committee with City representatives to conduct collective bargaining negotiations during regular working hours provided that such Union Bargaining Committee shall not exceed three (3) members. With concurrence from the Mayor and the Union, the Union Bargaining Committee may be increased to a maximum of six (6) members.
- 8.02 The City agrees that compensatory time off at time and one-half (1½) rate of pay shall be paid to Union Bargaining Committee members for the hours spent in negotiations beyond the employee's regular workday.
- 8.03 No union activity, except for a bona fide grievance or investigation meeting or disciplinary hearing with a supervisor shall be conducted during the paid workday.

ARTICLE 9: HOURS OF WORK AND OVERTIME

- 9.01 Workday Defined: The workday, for the purpose of this Agreement, shall be an eight (8) hour workday within a twenty-four (24) hour period, except Waste Water Treatment Plant Operators and Water Treatment Plant Operators.
- 9.02 Meal Periods & Rest Breaks: The standard meal period shall be one (1) hour of unpaid time. Full-time employees shall receive a maximum of two (2) fifteen minute paid rest/relief periods in each day's work schedule. The rest period should occur approximately midway during each of the first (1st) and second (2nd) half of the work day, scheduled so that service to the public will not be impaired. With supervisory approval, such rest/relief periods may be added to the normal lunch period, but may not be taken at the end of the work day. With supervisory approval, a series of short "intermittent breaks", small breaks of a few minutes each that total fifteen (15) minutes every four (4) hours, are permissible if the nature of the employee's work allows for such intermittent breaks. An employee who misses a rest/relief break shall notify a supervisor as soon as possible. Water and Wastewater employees' meal period shall be one (1) hour of paid time during the scheduled working shift. This one (1) hour provision may be changed by mutual agreement between a majority of the employees in a department and

their supervisor. Only operators are subject to the paid lunch period due to the requirement to manage the plant.

- 9.03 Extended Shift & Meal Break: Employees working three (3) or more hours longer than a standard eight 8-hour day shall be allowed one (1) additional paid thirty (30) minute meal period just prior to, or during, the work period that exceeds eight (8) hours. The meal period cannot be taken as the last 30 minutes of an extended shift.
- 9.04 Paid Meal for Overtime: Employees working unscheduled overtime for three or more hours who are not able or allowed to leave the job site will be provided a meal at city expense, consistent with the meal allowance in the City's travel policy.
- 9.05 Shift Worker Defined: Employees, where the duties and the operation require twenty-four (24) hour coverage at the job location, are considered shift workers.
- 9.06 Workweek Defined: The workweek shall consist of five (5) consecutive eight (8) hour periods during seven (7) consecutive days, except for Water Treatment Operators and Waste Water Treatment Operators, unless mutually agreed upon between the majority of affected employees in that department and the department head. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours except for Water Treatment Operators and Waste Water Treatment Operators. See also Addendum D for Water Treatment Plant Employees.
- 9.07 Overtime: Overtime pay at the rate of one and one-half (1-1/2) times the minimum straight-time hourly rate of pay shall be paid for time worked beyond an employee's normal assigned hours of labor within a twenty-four (24) hour period; and for time worked in excess of forty (40) hours within seven (7) consecutive day period, and for time worked on listed holidays.
 - 9.07.1 Water Treatment Plant Operators working shifts shall work a maximum of eighty (80) hours during any two (2) week period, and shall be paid straight-time pay for eighty hours in every two-week period, although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled shift, more than fifty-six (56) hours in a workweek, more than eighty 80 hours in the two (2) week period, more than two thousand eighty (2,080) hours in a year including listed holidays, the employee will be compensated at time and one-half (1½); provided, however, that the employee shall not be compensated twice for the same overtime hours. See also Addendum D for Water Treatment Plant Employees.
 - 9.07.2 If a Water Treatment Plant Operator receives less than twelve (12) hours' notice before the start of an open shift, overtime will be paid for the additional hours beyond the original scheduled shift. If a Water Treatment Plant operator is notified more than twelve (12) hours in advance of the open shift, the operator will adjust their schedule to eliminate overtime. See also Addendum D for Water Treatment Plant Employees.
 - 9.07.3 Waste Water Treatment Operators working ten (10) hour shifts shall work a maximum of one hundred twenty (120) hours during any three (3) week period, and shall be paid straight time pay for one hundred twenty (120) hours in every

three (3) week period although their hours in any one workweek may fluctuate. If an operator works in excess of a scheduled ten (10) hour shift, more than one hundred twenty (120) hours in a three (3) week period, or more than two thousand eighty (2,080) hours in a year including listed holidays, the employee shall be compensated at time and one-half (1½) provided, however, that the employee shall not be compensated twice for the same overtime hours.

- 9.08 Compensatory Time: Teamster-represented employees shall be allowed to accumulate compensatory time in lieu of overtime pay to a maximum balance of eighty (80) hours. Once an employee has reached the maximum accumulation, overtime compensation will be paid at the appropriate rate for overtime hours worked, consistent with section 9.07 of this agreement. Compensatory time shall be taken at the convenience of the Employer and the Employee. Employee's compensatory time balance will be cashed out annually on the December fifth (5th) payday. Prior to the December fifth (5th) payday employees may elect to carry over a maximum of sixteen (16) hours of compensatory time to the following calendar year.
- 9.09 Hourly Rate Calculation: For the purpose of payroll calculation, the minimum straight-time hourly rate of pay shall be calculated in the following manner: the annual rate of pay shall be divided by two thousand eighty (2,080) hours, which constitute the total number of regular hours in a year and is reached by multiplying the forty (40) hours per week times fifty-two (52) weeks.
- 9.10 Callout List: Employees in each division of Public Works Operations, (including Water Distribution), and Parks Maintenance may opt to be included on a rotating callout list. By November (1st) of each calendar year a "sign-up" list will be posted in each division for two (2) calendar weeks allowing qualified employees to sign up indicating a desire to be included on the annual call-out list. Upon completion of the two (2) week sign-up period, the employer will create a list in each division by seniority order. The list will be effective for twelve-months (12-months) beginning December 1st and ending November 31st. Employees are responsible for ensuring their supervisor and/or their designee has the employee's preferred phone number. To be eligible to receive a callout an employee must be fit for duty and able to respond onsite within sixty (60) minutes. The established call-out list shall be used by the supervisor and/or their designee in a rotating order. Once an employee is contacted for callout they will be moved to the bottom of the list whether they accept or refuse the callout. A supervisor may assist with a call-out to contain an emergent situation and work with bargaining unit members. However, the City agrees that bargaining unit work shall not be supplanted through the use of non-represented staff. Probationary employees are not eligible for the callout rotation until they have successfully completed their probationary period.
- 9.10.1 Callout Compensation: Employees called back to duty after completing their required shift and having left the place of employment shall be paid a minimum of two (2) hours at one and one half (1½) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees, who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

- 9.10.2 Holiday Callouts: Defined as callouts that occur on the recognized dates as defined in Article 12.01. Employees shall be paid a minimum of four (4) hours at one and one half (1 1/2) times the minimum straight time hourly rate of pay portal to portal. If an employee receives an additional callout request while on a callout and has been performing the work for less than two (2) hours, the employee shall not receive an additional callout pay for the second callout. Employees who have responded to a callout, returned to their initial portal and then receive another callout, will receive compensation for a new callout.

On January 1st, July 4th, November 11th and December 25th only, if the holiday falls on a Saturday or Sunday and the employee receives a callout on the weekend, holiday callout pay will apply. If an employee is called out on the observed holiday, holiday callout pay will apply as well.

- 9.10.3 Off-Duty Call: Employees receiving an authorized call at their home pertaining to work but not requiring them to return to duty, shall be paid in fifteen (15) minute increments at one and one half (1½) times the minimum straight time hourly rate of pay for the time they spend responding from home. See also Addendum D for Water Treatment Plant Employees.
- 9.11 Work Schedules: Management retains the rights outlined in Article 5 which specifically addresses the right to determine work schedules. Management and staff may propose changes in work schedules for groups of employees holding the same classification. Management retains the right to determine whether or not the proposed change meets the business needs of the department. If it does and with 60 calendar days' advance notice, staff will transition on a trial basis to the new schedule for a minimum of 90 calendar days to allow time to understand the pros and cons of the schedule. Following the trial period, staff who are impacted by the schedule change will vote on whether or not to transition to the new schedule permanently. Trial schedule changes shall be limited to one per calendar year. Schedules must conform to FLSA requirements and City ordinances.
- 9.12 Alternative Work Schedules: Employees are eligible to pursue an alternative work schedule. Final decisions for participation will be based upon an objective review of the individual circumstances and the demands of the position. An alternative work schedule will be implemented for an eligible employee who can satisfactorily demonstrate that the proposed schedule will not materially interfere with regular business operations of the City and will not compromise the City's existing service to citizens.

An employee with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

Alternative schedules for non-exempt employees should be developed carefully and must comply with the Fair Labor Standards Act (FLSA). All non-exempt, overtime eligible, Teamster-represented employees who are on an alternative work schedule will be paid on an hourly basis.

Changes on workload, funding, legal mandates, changing legal interpretations or other needs of the City and/or individual departments could cause the City to revise or cancel the alternative work schedule options offered at any time and without notice. An employee may request cancellation of the 'alternative work schedule' by providing

reasonable notice to the City. Such reasonable notice shall not be less than 30 days advance notice of the requested termination date of the alternative schedule. Unless otherwise specified by the position, employees who return to a standard schedule will return to the standard base salary payment structure.

9.12.1 Sample Alternative Work Schedules:

- A) Flex-Time: Flex-time is a work schedule that permits flexible starting times and quitting times for employees other than the standard work day, with a standard number of core hours which must be worked. The following is the flex-time model adopted for the City:

FLEXIBLE TIME	CORE TIME	FLEXIBLE TIME
7:00 AM – 9:00 AM	9:00 AM – 3:00 PM	3:00 PM – 6:00 PM

- B) Compressed Work Week/Modified Compressed Work Week: Employees work a standard number of hours within fewer days during the same week, or each work day is an extra 30 - 60 minutes longer, with one day off, every other two or three weeks. Possibilities include:

- **4/10**: Forty (40) hours in a one-week period scheduled over four (4) working days. Each work day is a total of ten (10) hours.
- **9/80**: Eighty (80) hours in a two-week period scheduled over nine (9) working days. Example: the normal work day is extended by one-hour five days one week and three days the next week, with one regular eight-hour day. This produces one extra day off every two weeks.

- 9.12.2 Application Process: The interested employee will complete a standard written application, which will include the proposed alternative work schedule, the employee circumstances leading up to the request, potential problems identified and recommended solutions.

The department head and supervisor, within ten (10) working days, will review the application and recommended approval or denial. The application will then be forwarded to Human Resources. Prior to approval, Human Resources will ensure that the proposed schedule is in compliance with the Fair Labor Standards Act (FLSA). If approved, the individual will work with Human Resources and the department to implement the approved schedule. If the application is not approved, the written decision will include the reasons for the decision.

The decision should be considered final. Should circumstances change significantly, the employee may submit a new request, which includes the justification for reconsideration.

- 9.12.3 Trial Period: All approved applications will be implemented for a trial period, not to exceed three (3) months. At the conclusion of three months, the department director and Human Resources will reevaluate the situation, and will

recommend whether the alternative work schedule should or should not be continued.

At the conclusion of the trial period, the involved department director may discontinue the alternative work schedule then or at any later time, providing a thirty day written notice to the employee, and including reasons for the discontinuation. If the alternative work schedule is discontinued, the employee may submit a new application if circumstances (of the employee, the department, or position) change significantly.

- 9.12.4 Accruing and Using Sick and Vacation Leave and Holiday Pay: In most circumstances sick leave and vacation leave will continue to accrue at the regular rate (for example: if the employee utilizes time off without pay on holidays their vacation and sick leave accruals would be reduced accordingly). 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.

When a paid holiday, as defined in Article 12, falls on an employee's regularly scheduled work day, the employee will be paid eight (8) hours of holiday pay.

For each recognized holiday, employees on an alternative work schedule may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. For example, if the employee regularly works 10 hours per shift they may elect to only receive eight (8) hours of holiday pay, and have two (2) hours of time unpaid. If the employee does not use their accrued vacation, compensatory time, or personal holiday hours, the time must be marked as absent without pay; leave accruals and benefits will be adjusted accordingly. If an employee fails to designate unpaid time as "absent without pay" within the same pay period as the holiday occurred, accrued vacation, compensatory time, or personal holiday hours will be applied to the hours in excess of eight (8) for the holiday.

- 9.12.5 Standards: Employees will schedule personal appointments (doctor, dentist, etc.) on their scheduled day off, whenever possible. Employees may be asked to fill in on their regularly scheduled day off for employees who are absent and such employees shall be compensated at his/her appropriate rate of pay. Supervisors and employees will provide as much advance notice as possible and will be flexible in working out an alternative schedule for the employee asked to work on their regular day off.

9.13 See Also Addendum B for Hours of Work and Overtime for Library Operations.

9.14 See also Addendum C for Hours of Work and Overtime for Museum Operations.

ARTICLE 10: WAGES

- 10.01 Pay Dates: Employees are paid on the 5th and the 20th of the month. If the regular payday occurs on a Saturday, Sunday, or a holiday, employees is paid on the last working day before the regular payday.

10.02 Wages: Wages shall be set forth in Addendum A.

10.02.1 Effective June 1, 2020 and based on the results of a comparable data study, the Union and the City have agreed to a restructured wage matrix. Placement of positions in the new wage matrix shall be based on comparable data, and determined as agreed to by the Negotiating Committee. The current wage for each employee relative to their current placement in the 2019 wage matrix may be modified based on placement into the new matrix however, all 2019 wages as applied to the new wage matrix shall receive a minimum three percent (3%) increase. Due to the unknown consequences of the COVID-19 Pandemic the Union and the City agree to a wage opener in the fall of 2020 to bargain in good faith over a Cost of Living Increase (COLA) for the remaining successor years of this agreement.

10.02.2 In lieu of retroactive payment to January 1, 2020, the City agrees to a one-time lump sum payment of \$1,300 per each regular full-time employee represented by the CBA, pro-rated per full-time equivalency (FTE) status that was in effect on January 1, 2020. The total payment will be pro-rated for employees who retire(d) or were hired between January 1 and May 31, 2020 (new employees hired in 2020 must still be employed upon ratification of the agreement to be eligible for the payment). The one-time lump-sum payment shall not be considered precedent-setting, and does not indicate how the City will address future collective bargaining negotiations with the Union.

10.03 Wage Increases: Employees cost of living and merit “step” increase (assuming positive performance) wage increases will be applied on January 1st of each year.

10.04 Paychecks & Errors: Employees who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify their supervisor immediately. In the case of a mistake made by the City the error will be remedied promptly.

10.04.1 Errors, which overpay the employee shall be corrected within six (6) months of their discovery by either the employee or the City. If necessary, and whenever possible, the overpayment can be paid back to the City in installments. Repayment schedules shall not extend beyond the end of the year in which the overpayment was made.

10.05 Payroll Administration & Prevailing Law: It is agreed by the parties hereto that should a state or federal agency require changes to be made in the manner in which wages are computed and paid pursuant to this Article that such required changes will be implemented. Employer agrees to give the Union immediate notice of any required changes and further agrees to meet and discuss with Union the effect of such required changes and further agrees to provide notice of any such requirements immediately upon receipt from the state or federal agency.

10.06 Out-of-Class Assignments: If an employee is temporarily assigned for a period of five (5) or more consecutive working days to another position, union or non-represented, paying a higher wage than the rate of the employee's regular position, the employee shall be paid at step one (1) of the wage scale for the position whose wage they are assuming, or a minimum of a 6% increase, whichever is greater. The employee must be able to

assume the majority of the duties of the higher classification and have the education and/or certificate requirements stated in the job description. No employee shall be subject to censure when assigned to a position for which the employee has not been properly trained. In the event any employee is temporarily shifted for the City's convenience to a position paying a lesser wage than the rate for the employee's regular position, no reduction in the employee's wage shall be made, but in case the employee's services are not required in the employee's class of employment, the City may, with the employee's consent, instead of laying the employee off, transfer the employee to another job which is vacant and pay the employee the regular rate for that position. If the former position is renewed, the City shall automatically reinstate the employee in the employee's former position.

- 10.07 Longevity Pay: Longevity pay is limited to those employees hired before January 1, 2021. Longevity pay for eligible employees shall start after five (5) years employment at the rate of five dollars (\$5.00) per month for every year worked to a maximum of twenty (20) years. After five (5) years, longevity pay would be twenty-five dollars (\$25.00) with five dollars (\$5.00) per month added every year until a total of one-hundred dollars (\$100) longevity per month is reached.
- 10.08 Shift Differential Pay: Shift differential pay shall be added to the basic monthly wage of Public Works employees covered by this agreement who are assigned to a regular shift between the hours of 4:00 pm and 8:00 am. Shift differential pay shall be seventy-four cents (\$0.74) per hour in addition to the employee's minimum straight-time hourly rate of pay. See also Addendum D for Water Treatment Plant Employees.
- 10.09 Step Progression: Progression through the proficiency levels of a salary range will be based on the employee's satisfactory performance as rated in the yearly performance evaluation in connection with time in a job classification. Each employee will be eligible for and receive an annual evaluation for a step increase (if appropriate) to be effective on January 1st of each year.
- 10.10 Progression for Water and Wastewater Plant Employees (WTP and WWTP): For the water and wastewater plants, progression between levels is tied to an employee's experience and level of certification as outlined in the job description. See also Addendum D for Water Treatment Plant Employees.
- 10.11 On Call Status and Pay for WTP and WWTP Employees: WTP and WWTP Operators shall be responsible for carrying cell phones when assigned to be on call during their off-duty hours to accommodate the services of the City. WTP and WWTP operators shall be compensated two dollars and forty cents (\$2.40) per hour for on call pay. The "on-call" pay serves to compensate the employees for being available to receive telephone directions that may be required. Management shall determine which operators are qualified and shall assign the qualified operators to the "on-call" schedule as necessary. As the employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry cell phones that allow them to be reached, the hours spent "on-call" are not to be considered as hours worked. The City reserves the right to suspend or discontinue the "on-call" system. On call operators must be fit for duty and able to respond to the assigned facility within 60 minutes. See also Addendum D for Water Treatment Plant Employees.

- 10.12 Lead Assignment: An employee selected by the City to act as a lead, shall receive a 9% premium above the base wage.
- 10.13 Qualification Pay: Required certifications will be included in the Teamster-represented job descriptions. However, employees that hold the qualifications in the positions listed below will receive qualification pay as indicated in the table. The maximum qualification pay an employee may receive is three hundred dollars (\$300) per month. Employees become eligible for qualification pay the pay period following the City's receipt of proof of certification.

Position	Certification	Total Qualification Pay (per month)
Water Maintenance & Distribution	Water Distribution Manager 2	\$200
Water Maintenance & Distribution	Water Distribution Manager 3	\$300

ARTICLE 11: HEALTH & WELFARE

- 11.01 Medical Insurance Plans: The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Access PPO, all as offered through the Association of Washington Cities Benefit Trust.
- 11.02 Medical Plan Transition (in 2016):
- 11.02.1 In consideration of healthcare plan changes that occurred in 2016, employees hired no later than January 1, 2017 (i.e. grandfathered employees) will receive a \$109.00 monthly stipend.
- 11.02.2 City and Employee Cost Sharing for \$250 Deductible Plans: For employees choosing the HealthFirst \$250 deductible plan or the Kaiser Access PPO \$250 deductible plan, the City will pay 100% of the premiums for the employee and 90% of the premiums for dependents.
- 11.02.3 Shared Cost Savings for \$250 Deductible Selection: For employees hired prior to January 1, 2020 the City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Access PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
- 11.02.4 Election of High Deductible Health Plan (HDHP): In 2020, 2021, and 2022 the City will pay 100% of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.
- 11.02.5 Shared Cost Savings for HDHP Selection: For employees hired prior to January 1, 2021 who are enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the lower premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) to be contributed into the employee's HSA on each pay period.

- 11.02.6 Annual HSA Transfer: An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5th payday so long as the employee's vacation balance does not fall below 40 hours. The IRS determines the inflation adjusted HSA contribution maximum.
- 11.02.7 Dual Insurance: For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to 50% of the lower-premium \$250 deductible plan (HealthFirst 250 or Kaiser Access 250) premiums that the City would otherwise contribute to health insure the dependents.
- 11.03 Dental Insurance: The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.
- 11.04 Orthodontia Insurance: The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.
- 11.05 Vision Insurance: The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.
- 11.06 Life Insurance: The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents six (6) months and older as offered through the Association of Washington Cities. The life plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.
- 11.07 Long-Term Disability: The City agrees to pay 100% of the premium for a long term disability insurance policy. The short term disability plan in effect at the time of this Agreement is with Standard Life Insurance.
- 11.08 Changes Required by Provider: Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.
- 11.09 Part-Time Employees:
- 11.09.1 Regular part-time employees hired after January 1, 2014 and who are classified as 50% - 79% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

- 11.09.2 Regular part time employees hired prior to December 31, 2013 who are classified as 50%-79% FTE are eligible for health insurance coverage once the employee has worked one thousand forty (1,040) hours within a twelve (12) month period from the date of hire. Health insurance coverage includes medical, dental, vision, and drug coverage for the employee only. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.
- 11.09.3 Application to Library & Museum Represented Employees: Regular part time represented library and museum employees who are classified as 50% - under 75% FTE are eligible for their FTE equivalent of the employee-only medical insurance premiums for the lowest cost (non-high deductible plan) provided by the City. Regular part time employees have the option of enrolling eligible dependents on the City's medical insurance plan during open enrollment or for a qualifying event; however, the employee is responsible for dependent's premium expenses.

ARTICLE 12: HOLIDAYS

12.01 The following shall be considered holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day immediately following Thanksgiving
Christmas Day	December 25 th

A holiday shall be deemed to start at twelve o'clock (12:00) a.m. on the day of the holiday and end at eleven fifty-nine (11:59) p.m. on the day of the holiday.

12.02 In addition to the ten (10) designated holidays above, the employee may take additional three (3) personal days (at eight (8) hours each) of the employee's choosing to be taken at straight-time compensation, subject to the department requirements and subject to one (1) week written notice given to the department head prior to the requested personal day; and any day designated by public proclamation of the chief executive of the state as a legal holiday.

12.02.1 Library employees please refer to the Paid Time Off Bid Procedure in Addendum B.

12.03 If any of the stated holiday dates are changed by the state legislature, said change would be affected in this Agreement. The City may declare or affirm other days as

holidays for its employees as long as it does not reduce, in number, the currently negotiated total.

- 12.04 Non-Shift Workers: When a holiday falls on Saturday, the preceding Friday shall be declared the legal holiday. When a holiday falls on Sunday, the following Monday shall be declared the legal holiday.
- 12.05 Shift Workers: Where a holiday falls on their scheduled day off employees shall be paid their regular salary plus eight (8) hours at the minimum straight-time hourly rate of pay. Shift workers have the actual day the holiday falls on.
- 12.06 For holiday callouts, refer to Article 9.10.2.
- 12.07 Employees shall have their personal days pro-rated in the event of their termination. Those personal days used but not accrued will be deducted from their final paycheck.
- 12.08 Holidays Worked: Employees who work on an observed holiday or shift workers who work on an actual holiday shall receive overtime for their hours worked in addition to straight time holiday pay.
 - 12.08.1 Application to Library & Museum Represented Employees: The City may assign employees to work an observed or actual holiday as it deems necessary. Employees who work will receive overtime pay for hours worked on the actual holiday.
- 12.09 Full-time employees are eligible to receive eight (8) hours of pay at their regular hourly rate for each observed holiday. No “banking” of holiday hours for future use is permitted. Employees on an alternative work schedule, or other employees who are paid on an hourly basis, may elect not to use their accrued vacation, compensatory time, or personal holiday hours to supplement the eight (8) holiday hours. (See Section 9.12.4.) Part-time employees with a FTE of 50% or greater are entitled to holidays. The amount of pay is determined on the same basis as for full-time employees, but is based on the employee’s full time equivalency (FTE) budget allocation. For example, an employee allocated at sixty-five (65%) percent FTE will receive five point two (5.2) hours of holiday pay on each City approved holiday. Employees on unpaid leaves of absence or on layoff are not eligible to receive holiday pay. Provisional part-time employees with a FTE of less than 50% and temporary employees do not receive paid holidays.
- 12.10 In lieu of paid holidays, provisional part time employees working in the Library and Museum with a FTE of less than 50% are eligible to receive three personal holidays. Personal holidays are prorated according to the employee’s full time equivalency. Personal holidays accrue on January 1 of each year but are prorated. See also Section 12.07.
- 12.11 See also Addendum D for Water Treatment Plant Employees.

ARTICLE 13: VACATION LEAVE

13.01 Vacation leave with full pay shall accrue per month and per year to a full-time employee as follows:

Service Period Months of continuous employment	Service Period Years of continuous employment	Vacation Accrual Rate per Month	Vacation Accrual Rate per Year	Maximum Accrual Total Hours
First month through 48 months	Beginning of the 1 st year through completion of the 4 th year	8 hours per month	96 hours per year	176 hours
Months 49 through 108	Beginning the 5 th year through completion of the 9 th year	10 hours per month	120 hours per year	200 hours
Months 109 through 168	Beginning the 10 th year through completion of the 14 th year	14 hours per month	168 hours per year	240 hours
169 months and beyond	Beginning the 15 th year	17 hours per month	204 hours per year	240 hours

13.02 Vacation leave shall be taken at times when it will least interfere with the work of the Employer. The Employer will not unreasonably deny leave requests consistent with the needs of the department. The Employer shall determine the period, by seniority, when leave may be taken, subject to the right of the Union to discuss the matter with the Employer. Once the Employer has approved a vacation request in writing, the time shall not be cancelled except in the case of emergency. (For Library employee vacation request procedures please refer to Addendum B.)

13.03 Vacation leave shall be computed exclusive of holidays or sick leave.

13.04 Part-time employees who are scheduled to work at least twenty (20) hours per week one thousand forty (1,040) hours per year are entitled to vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for full-time employees but part-time employees shall earn vacation leave hours proportionate to the number of hours they regularly work in a month. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive paid vacation.

ARTICLE 14: SICK LEAVE

The City follows the Washington State Paid Sick Leave law (WPSL). Accrual and usage of WPSL is addressed in the City personnel policies. When using City-paid (non-WPSL) sick leave the following provisions apply:

- 14.01 Accrual: Each full-time employee shall accrue eight (8) hours of sick leave per calendar month. The maximum accrual is one thousand four hundred forty (1440) hours. Part-time employees shall earn sick leave hours proportionate to the number of hours they regularly work in a month. For example, a part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.
- 14.02 Sick leave cannot be taken before it is accrued.
- 14.03 Notification: Notification of absence due to sickness shall be given to the employee's immediate supervisor or department head four (4) hours prior to start of shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as an absence without pay and may subject the employee to discipline as well.
- 14.04 Medical Verification: The City may, at its discretion, require an employee to submit a physician's verification of illness following three (3) days or more of absence.
- 14.05 Medical Examination: Additionally the City may, at its discretion, require an employee seeking to utilize sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the City, at the City's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel.
- 14.06 Abuse of Sick Leave: Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge for a repeated occurrence at the discretion of the City.
- 14.07 Union Cooperation: The Union agrees that abuse of sick leave is a serious matter and the Union shall join the City in locating and reporting abuse of sick leave whenever or wherever it may occur.
- 14.08 Multiple Benefits: Sick leave is intended for use in cases of actual illness or injury. In case of any illness or injury which is covered by the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury, sick benefits herein provided shall apply; provided, however, that in no case shall the total of all such benefits exceed the employee's scheduled straight-time pay.
- 14.09 Unused Sick Leave & Reimbursement for Retiring Employees: Upon retirement, employees are eligible for reimbursement of a portion of their unused sick leave proportionate to their sick leave balance:

Sick Leave Balance at Retirement	Percent Reimbursement
0-800 hours	0%
801-1251 hours	18%
1251-1440 hours	25%

ARTICLE 15: BEREAVEMENT LEAVE

- 15.01 In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday will be granted to regular full time employees. The phrase "immediate family" for the purposes of the bereavement includes the employee's spouse (or domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, grandchildren, children, stepchildren, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- 15.02 Three (3) consecutive days off with pay will be approved to attend the funeral or memorial service (maximum twenty-four (24) hours).
- 15.03 Two (2) additional consecutive days off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum sixteen (16) hours).
- 15.04 Regular and provisional part-time employees are eligible to receive Bereavement Leave. The amount of leave allowed will be prorated according to the employee's FTE. For example, a 50% part-time employee working twenty (20) hours per week would be eligible for one half (1/2) the paid time-off that a full-time employee receives.

ARTICLE 16: LEAVE OF ABSENCE

- 16.01 Employees desiring a leave of absence must submit their request for such leave in writing within a reasonable period of time prior to its commencement. The City must approve all leaves of absence, in writing. Employees shall not accrue sick leave or vacation during such approved leave of absence.

ARTICLE 17: GRIEVANCE PROCEDURE

- 17.01 Any disputes or claims of wrongful action on the part of the Employer, which may arise under this Agreement, including interpretation and application of this Agreement, shall be settled as stated in this Article. A bargaining unit member who is the subject of disciplinary action, including oral reprimand, written reprimand or discharge and who feels such action is improper, may appeal to the Union within ten (10) business days of the reprimand or discharge. New probationary employees may not contest discipline or termination decisions through the grievance procedure.

Union Defined: For the purpose of this article, Union shall mean, Secretary-Treasurer, Business Representative, and/or Shop Steward.

Business Day Defined: For the purpose of this article, a calendar day shall be exclusive of Saturdays, Sundays and holidays.

- 17.02 A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or steward who have a grievance shall present the grievance to the immediate supervisor, either orally or in writing. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented. Every effort shall be made to settle the grievance at Step 1.

Step 2: If the grievance is not settled at Step 1, then it shall be submitted in writing to the department head or designee. The grievance shall contain a complete statement of the facts, the contractual provisions allegedly violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Union if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written response to the grievant and Union, within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the department head or designee, shall meet with the grievant and Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

Step 4: Arbitration: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the written answer as provided to the Union at Step 3.

The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of ten (10) arbitrators from which list the arbitrator shall be selected by the Union and the Employer alternately striking one (1) name from the list until only one (1) name shall remain.

More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Any decision rendered by the arbitrator will be final and binding upon all parties.

The fees and expenses of the arbitrator and all other mutually incurred expenses of the arbitration shall be divided equally between the City and the

Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Limitations on Authority of Arbitrator: Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.

- 17.03 Reinstatement: In the case of reinstatement, no time loss or salary reduction will be made, nor will any seniority be taken away from the employee.
- 17.04 If a grievance is not appealed to the next step, by the Union, within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 18: EQUIPMENT AND SAFETY

- 18.01 Tools: The City will supply hand tools to equipment mechanics for on-the-job usage. The City agrees, at its discretion, to replace tools that are broken or damaged on the job.
- 18.02 Rain Gear: Shall be provided by the City for outside workers as deemed necessary by the supervisor.
- 18.03 Boots/Safety Footwear (Effective January 1, 2021): Beginning the second (2nd) pay period of January each year, the City will contribute up to two-hundred dollars (\$200.00) into a boot/safety footwear allowance for the positions listed in 18.03.3. The allowance must be used by December 31st of the same year, and will not roll over.

Employees will submit a receipt for their boots and it will be drafted from their account balance, or if the employee prefers they may select from one of the City's pre-approved boot vendors. A voucher with the amount the vendor can invoice to the city (not to exceed the balance in the employee's account at the time of purchase). Any overages beyond the account balance will be the employee's responsibility.

- 18.03.1 The City will allow a new employee to purchase boots using a one-time draft of up to two-hundred dollars (\$200). If the probationary employee is separated from the city, pro-rated costs of the boots will be recovered from the final paycheck. Newly-hired employees will not qualify for additional payments until the January following successful completion of their probationary period.

18.03.2 Boot Allowance Transition (2020-2021):

- A. For the remainder of 2020 the City will continue to contribute into an account a boot allowance of five dollars (\$5.00) per pay period for the positions listed in 18.03.3. The account balance shall be capped at \$240. Beginning January 1, 2021, employees may have a one-time roll-over of \$40 maximum for use in 2021. Employees are encouraged to use their current boot/footwear bank balance in 2020.
- B. For the remainder of 2020 the City will allow a new employee to purchase boots using a one-time draft of up to \$120.00. If the probationary

employee is separated from the City, all costs of the boots will be recovered from the final paycheck, less any amounts already accrued to the boot allowance.

- C. For transition to the new boot allowance, in January 2021 only, employees who were hired in 2020 who are still on probation will be eligible for the two-hundred dollar (\$200) allowance. However, if the employee is separated from the City prior to the end of their probation, pro-rated costs of the boots will be recovered from the final paycheck.

18.03.3 The City agrees to furnish boots, or otherwise appropriate safety footwear as required, for the following positions:

- Building Inspector
- Engineering Technician
- Equipment Mechanic
- Park Maintenance Worker
- Park Maintenance Foreperson
- Solid Waste/Sanitation Worker
- Street/Sewer/System Maintenance Worker
- Waste Water Treatment Plant Operator
- Water Maintenance & Distribution Worker
- Water Treatment Plant Instrumentation Technician
- Water Treatment Plant Operator

18.03.4 Employees shall be held accountable for the boots assigned to the employee by the City. Boots lost or destroyed on the job shall be replaced by the City where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. The employee shall replace boots assigned to an employee that are lost or mutilated as a direct result of the employee's negligence. The employee shall replace boots lost or mutilated off the job.

ARTICLE 19: WORK CONTINUATION

19.01 The Union recognizes that the Employer is engaged in a vital public service requiring continuous operation and, hence, recognizes its obligation, together with the Employer to work toward continuous service to the City during the term of this Agreement in strict compliance with RCW 41.56.120.

ARTICLE 20: FRINGE BENEFITS

20.01 The Employer shall provide the Union with designated space on an available bulletin board at each work building. The Union may post its notices, of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. The Union shall provide a copy of all postings to the Employer at least two (2) hours prior to posting, unless approved for immediate posting by the department head. The Union will remove dated material. All costs incident to preparing and posting of Union material will be borne by the Union and the union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

- 20.02 Prior to the City contracting out for any services presently provided by bargaining unit employees, the City will meet with the Union to discuss the issue. If, however, the City elects to privatize any utility, the affected employees will be given four (4) weeks' notice.
- 20.03 Should the City contract out any services, presently provided by bargaining unit employees, the City will make a good faith effort to relocate these employees within the bargaining unit, and in the event is unable to do so, the City agrees to provide severance pay for each laid-off/terminated employee in the following manner:

Years of Service	Severance Pay
00 – 04	4 weeks
05 – 09	5 weeks
10 +	6 weeks

However, if the awarded contractor hires these same employees, the severance pay will be waived.

- 20.04 The City agrees to furnish breakroom supplies for the bargaining unit employees, including coffee, tea, and hot chocolate mix.

ARTICLE 21: DRUG & ALCOHOL TESTING

- 21.01 It is the intent of the City and the Union to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance. A sustained finding will result in disciplinary action, up to and including dismissal.

Employees must report their use of over-the-counter or prescribed medications to their supervisor if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

Union Members follow the city's drug and alcohol testing policies and procedures found in the most current personnel policies.

- 21.02 Union Held Harmless: The City assumes the sole responsibility for the administration of this Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.
- 21.03 Conflict With Other Law: This Article is not intended to supersede or waive any constitutional or other rights that employee may be entitled to under federal, state or local statutes.

ARTICLE 22: COMPLETE AGREEMENT CLAUSE

22.01 The Employer and the Union acknowledge, that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement shall constitute the sole agreement between the parties and no other stipulation, understanding or past practice shall qualify its terms; provided, however, this Agreement shall be subject to modification by mutual written agreement of the parties hereto.

ARTICLE 23: TERM OF AGREEMENT

23.01 If an article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or renegotiated for the purpose of adequate replacement.

23.02 All terms and conditions specified within this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the termination date stated in this Agreement. Thereafter, the Employer may unilaterally implement according to law.

23.03 This Agreement shall become effective on January 1, 2020 following ratification, and shall remain in full force and effect until and through December 31, 2022. Should any party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2022. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay. Written notice by either party of a desire to change or modify the Agreement prior to sixty (60) days prior to December 31, 2022, is subject to negotiations by mutual agreement only.

EXECUTED THIS 18TH DAY OF MAY, 2020.

Rich Ewing
Secretary-Treasurer

Laurie M. Gere
Mayor

Jennifer Thompson
Business Representative

Vanessa Bronsema
Director of Human Resources & Labor Relations

ATTEST

Steve Hoglund
City Clerk/Treasurer

ADDENDUM A: SALARY SCHEDULE (Effective 6/1/2020)

See following pages Addendum A-1 through Addendum A-3.

Addendum A Salary Schedule Effective June 1, 2020

TEAMSTERS LOCAL 231

3% BETWEEN STEPS AND GRADES

3.00% COLA.* Increase effective June 1, 2020.

*Wage calculations are applied to the monthly wage rate at Grade T1, Step 1. This calculation method maintains the integrity of the wage structure with 3% between steps and 3% between grades.

Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Min. Wage + \$1.00	Library Pages, Museum Docents	Hourly	\$14.50						
Grade T1	Museum Aide	Annual	\$32,472.12	\$33,446.28	\$34,449.67	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41
		Monthly	\$2,706.01	\$2,787.19	\$2,870.81	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12
		Hourly	\$15.61	\$16.08	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64
Grade T2		Annual	\$33,446.28	\$34,449.67	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61
		Monthly	\$2,787.19	\$2,870.81	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05
		Hourly	\$16.08	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20
Grade T3		Annual	\$34,449.67	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71
		Monthly	\$2,870.81	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89
		Hourly	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78
Grade T4		Annual	\$35,483.16	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75
		Monthly	\$2,956.93	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73
		Hourly	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37
Grade T5		Annual	\$36,547.66	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81
		Monthly	\$3,045.64	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65
		Hourly	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98
Grade T6	Library Assistant, Museum Curator, Museum Educator	Annual	\$37,644.09	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01
		Monthly	\$3,137.01	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75
		Hourly	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61
Grade T7	Library Automation Assistant	Annual	\$38,773.41	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48
		Monthly	\$3,231.12	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12
		Hourly	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26
Grade T8	Museum Administrative Assistant, Senior Center Administrative Assistant	Annual	\$39,936.61	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40
		Monthly	\$3,328.05	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87
		Hourly	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93
Grade T9		Annual	\$41,134.71	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00
		Monthly	\$3,427.89	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08
		Hourly	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61
Grade T10		Annual	\$42,368.75	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50
		Monthly	\$3,530.73	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88
		Hourly	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32
Grade T11		Annual	\$43,639.81	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22
		Monthly	\$3,636.65	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35
		Hourly	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05
Grade T12	Custodian, Library Administrative Assistant	Annual	\$44,949.01	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47
		Monthly	\$3,745.75	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62
		Hourly	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80
Grade T13		Annual	\$46,297.48	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61
		Monthly	\$3,858.12	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80
		Hourly	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58

Addendum A Salary Schedule Effective June 1, 2020

Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade T14		Annual	\$47,686.40	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06
		Monthly	\$3,973.87	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00
		Hourly	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38
Grade T15		Annual	\$49,117.00	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26
		Monthly	\$4,093.08	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36
		Hourly	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38	\$28.20
Grade T16	Court Clerk	Annual	\$50,590.50	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71
		Monthly	\$4,215.88	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98
		Hourly	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38	\$28.20	\$29.04
Grade T17	Water Treatment Plant (WTP) OIT, Wastewater Treatment Plant (WWTP) OIT	Annual	\$52,108.22	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94
		Monthly	\$4,342.35	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99
		Hourly	\$25.05	\$25.80	\$26.58	\$27.38	\$28.20	\$29.04	\$29.91
Grade T18	Public Works Administrative Assistant, Planning Administrative Assistant, Parks Administrative Assistant	Annual	\$53,671.47	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54
		Monthly	\$4,472.62	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54
		Hourly	\$25.80	\$26.58	\$27.38	\$28.20	\$29.04	\$29.91	\$30.81
Grade T19	Accounting Technician, Permit Services Coordinator	Annual	\$55,281.61	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13
		Monthly	\$4,606.80	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76
		Hourly	\$26.58	\$27.38	\$28.20	\$29.04	\$29.91	\$30.81	\$31.74
Grade T20		Annual	\$56,940.06	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41
		Monthly	\$4,745.00	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78
		Hourly	\$27.38	\$28.20	\$29.04	\$29.91	\$30.81	\$31.74	\$32.69
Grade T21		Annual	\$58,648.26	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09
		Monthly	\$4,887.36	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76
		Hourly	\$28.20	\$29.04	\$29.91	\$30.81	\$31.74	\$32.69	\$33.67
Grade T22	WTP Operator 1, WWTP Operator 1, Streets/Sewers/Systems Maintenance, Water Maintenance & Distribution**, Facilities Maintenance, Public Works Inspector, Solid Waste/Sanitation, Parks Maintenance, Recreation Coordinator	Annual	\$60,407.71	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96
		Monthly	\$5,033.98	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83
		Hourly	\$29.04	\$29.91	\$30.81	\$31.74	\$32.69	\$33.67	\$34.68
**WDM 2: \$200/month qualification pay; *WDM3: \$300 (total)/month qualification pay. Eligible for qualification pay the pay period following the City's receipt of certification.									
Grade T23	Associate Planner	Annual	\$62,219.94	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86
		Monthly	\$5,184.99	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16
		Hourly	\$29.91	\$30.81	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72
Grade T24	Building Inspector, Equipment Mechanic	Annual	\$64,086.54	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68
		Monthly	\$5,340.54	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89
		Hourly	\$30.81	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79
Grade T25	WTP Operator 2, WWTP Operator 2, GIS Coordinator, Building Plans Examiner, Engineering Technician	Annual	\$66,009.13	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36
		Monthly	\$5,500.76	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20
		Hourly	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89
Grade T26	Parks Maintenance Foreperson	Annual	\$67,989.41	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91
		Monthly	\$5,665.78	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24
		Hourly	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03
Grade T27	WTP Operator 3, WWTP Operator 3	Annual	\$70,029.09	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40
		Monthly	\$5,835.76	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20
		Hourly	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20

Position Title		Base Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade T28		Annual	\$72,129.96	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95
		Monthly	\$6,010.83	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25
		Hourly	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20	\$41.41
Grade T29	WTP Operator 4, WTP Instrumentation Technician, Senior Engineering Technician, Senior GIS Coordinator	Annual	\$74,293.86	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76
		Monthly	\$6,191.16	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56
		Hourly	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20	\$41.41	\$42.65
Grade T30		Annual	\$76,522.68	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08
		Monthly	\$6,376.89	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34
		Hourly	\$36.79	\$37.89	\$39.03	\$40.20	\$41.41	\$42.65	\$43.93
Grade T31		Annual	\$78,818.36	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24
		Monthly	\$6,568.20	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77
		Hourly	\$37.89	\$39.03	\$40.20	\$41.41	\$42.65	\$43.93	\$45.25
Grade T32	Senior Planner	Annual	\$81,182.91	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64
		Monthly	\$6,765.24	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05
		Hourly	\$39.03	\$40.20	\$41.41	\$42.65	\$43.93	\$45.25	\$46.60
Grade T33		Annual	\$83,618.40	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64	\$99,844.74
		Monthly	\$6,968.20	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05	\$8,320.39
		Hourly	\$40.20	\$41.41	\$42.65	\$43.93	\$45.25	\$46.60	\$48.00
Grade T34		Annual	\$86,126.95	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64	\$99,844.74	\$102,840.08
		Monthly	\$7,177.25	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05	\$8,320.39	\$8,570.01
		Hourly	\$41.41	\$42.65	\$43.93	\$45.25	\$46.60	\$48.00	\$49.44
Grade T35		Annual	\$88,710.76	\$91,372.08	\$94,113.24	\$96,936.64	\$99,844.74	\$102,840.08	\$105,925.28
		Monthly	\$7,392.56	\$7,614.34	\$7,842.77	\$8,078.05	\$8,320.39	\$8,570.01	\$8,827.11
		Hourly	\$42.65	\$43.93	\$45.25	\$46.60	\$48.00	\$49.44	\$50.93

ADDENDUM B: HOURS OF WORK AND OVERTIME (LIBRARY)

- B.01 Library staff hours of work are established to meet the needs of the library.
- B.02 Staff will be scheduled with a minimum of 2 consecutive days off during the workweek, although the two days off may not fall on a traditional Saturday-Sunday configuration. Staff may opt out of the two-day weekend schedule with their supervisor's approval.

B.03 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

Following a vote of library bargaining unit members, it will be determined if paid break(s) and unpaid meal period will be combined to be taken at the same time.

- B.04 Scheduled Facility Closures: If the library facility is closed for facility maintenance or an extended holiday period as approved by the library board, an employee may request that the hours be rescheduled during the same pay period so long as it does not result in overtime.
- B.05 Procedure for Filling Advanced-Notice Vacancies for Circulation Shifts:
- B.05.1 The "Request for Leave" form is due from library staff by the 15th of the month prior to the time off requested.
- B.05.2 Shortly after the 15th of the month the scheduler will complete a draft of the next month's schedule, including a list of shifts that are required to be filled.
- B.05.3 The scheduler will post the open shifts on the schedule bulletin board. The intent is to complete this between the 17th and the 20th.
- B.05.4 On the same day the open shifts are posted, the list of open shifts will be offered in accordance with classification to all part-time Library Assistants (LAs) to their City email account. The email will contain a response due date (usually 4 calendar days) to reply and accept any shifts. The shifts will be assigned to part-time LAs in the order responses are received. All responses must be via the LA's City email account to note the time of their response.
- B.05.5 After the due date for response from the part-time LA team has passed, any remaining open shifts will be reviewed to see if the shift continues to be critical for coverage. If the shift still requires coverage, the scheduler will post the open shifts on the schedule bulletin board, and send to the Pages and the part-time LAs via City email. LAs or Pages interested in working the open shifts should reply via email. Again, the first to respond as available to cover the shift will be the first assigned to the shifts.

- B.05.6 The status of shifts may change or be removed anytime during this process due to updated operational needs.
- B.06 Library Employees' Process for Annual Paid Time Off Bids for accrued vacation, holiday, and personal days (not including sick leave of any type):
- B.06.1 PTO bids will occur in two (2) rounds prior to January 1 of the following year. Bids will be seniority-based. Library Administration will obtain a current seniority list from the Human Resources office prior to opening the bid process.
- B.06.2 In each of the two (2) rounds, every employee will be allowed a maximum of two (2) choices of PTO bids for a total of four (4) PTO bids prior to January 1.
- B.06.3 A single PTO bid consists of a maximum of five (5) consecutive working days on the employees' regular schedule. Bids exceeding five (5) consecutive working days will count as two (2) total bids for that employee.
- B.06.4 The first round of PTO bids will be open for a two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the first bid period. The results of the first round will be posted prior to opening the second round of bids.
- B.06.5 The second round of PTO bids will be open for the following two (2) calendar-week period. Bids will be processed in seniority order by the scheduler prior to closing the second bid period. The results of the second round will be posted prior to January 1 of the following year.
- B.06.6 After January 1, additional requests will be considered on a first-come-first-served basis, and shall be submitted by the 15th of the month prior to the month in which the days are being requested. Requests submitted after the 15th will be considered on a case-by-case basis, and decisions will be made based on the operational needs of the library.
- B.06.7 In the event of a standing schedule change, approved PTO bids and requests will be honored.

ADDENDUM C: HOURS OF WORK AND OVERTIME (MUSEUM)

C.01 Museum employees regular work schedules are assigned by the director. Employees will be notified of changes to the assigned schedules with as much notice as practicable.

C.02 Meal & Break Periods:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

When required to work alone for facility coverage, breaks and meal periods shall be as follows:

Shift Length	Break	Meal Period
4 hour shift	One 15 minute break	None
4+ to less than 8 hour shift	One 15 minute break	One 30 minute unpaid meal period
8 hour shift	Two 15 minutes breaks	One 30 minute unpaid meal period

ADDENDUM D: WATER TREATMENT PLANT EMPLOYEES

- D.01 The Union and the City agree to meet for negotiations in 2020 to bargain over issues and concerns specific to the operations of the City's Water Treatment Plant. The Water Treatment Plant is a twenty-four (24) hour operation and as such, the City and the Union recognize the need for further negotiations regarding Water Treatment Plant scheduling, holidays, overtime, standby and on-call provisions, and progression through Operator levels.

ADDENDUM E: POST-NEGOTIATION DISCUSSIONS

- E.01 The City and the Union agree to meet in 2020 to discuss potential inclusion of certain Municipal Fiber positions into the collective bargaining agreement. During discussions the parties may also address qualification requirements and pay for certain Public Works and/or Parks positions. These discussions are separate and distinct from cost of living negotiations addressed in Section 10.02.1, and/or topics addressed in Addendum D regarding Water Treatment Plant Employees.

NOTICE TO ALL MEMBERS

If you become unemployed or are not working due to an on-the-job injury, within the jurisdiction of the Local Union, you will be put on withdrawal status per your request. This will be done provided all dues and other financial obligations owed to the Local Union are paid, including the dues for the month in which the withdrawal status is to go into effect.

WEINGARTEN RIGHTS

The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with the Employer which you believe may lead to discipline, ask to have a Union Shop Steward or Union Business Representative present. Notify the Union Steward or Business Representative of the meeting immediately or as soon as possible. You may ask for this representation at any time prior to or during the meeting.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a) Ask whether you are free to leave the room if you choose to do so;
 - b) Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c) If so, ask that a Union Steward or Business Representative be contacted and brought to the meeting place before any questioning occurs, and you be permitted to speak to the Union Steward or Business Representative in private prior to the questioning;
 - d) The Employer must then choose from among three options:
 1. Grant the request and delay questioning until the Union Representative arrives;
 2. Deny the request and end the interview immediately; or
 3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.

City of Anacortes and Teamsters Local 231
Collective Bargaining Agreement Summary of Changes*
May 13, 2020

Article		Changes
1	RECOGNITION	No Changes
2	DEFINITIONS	No Changes
3	UNION SECURITY	3.01 - 3.05: Incorporated Memorandum of Understanding (MOU) which was negotiated in response to Supreme Court Case <i>Janus v. AFSCME</i> (2018). Language modified for 3.05 "New Hire Orientation". 3.06: In addition to the MOU, the City management will remain neutral on issues of union membership.
4	PROTECTION OF RIGHTS	No Changes
5	MANAGEMENT RIGHTS	5.01: Addresses the City's decision to contract or sub-contract for services currently performed by bargaining unit employees; decision is subject to discussion with the union. The City retains the right to make the final decision on service provision.
6	EMPLOYEE RIGHTS	6.06: New step in recruitment process to include an internal-only phase for union-represented positions prior to externally posting for a position. 6.07: Clarifies that new employees on the trial/probation period will have written evaluations no less than every (3) months during their trial period. 6.08: Clarifies probation/trial period terms for current employees who transfer within the bargaining unit.
7	NON-DISCRIMINATION	No Changes
8	NEGOTIATIONS	No Changes
9	HOURS OF WORK AND OVERTIME	9.02: Clarifying practice around meal break and rest periods. 9.08: Increase compensatory time cap to 80 hours (from 40); allows up to 16 hours of carry over at the end of the year (previously no carry over of hours). 9.10: Clarifies practice for call-out lists. Annual list will be established in November, with effective dates of December 1 - November 31 each year. 9.12: Clarifies employees on an alternative work schedule will be paid on an hourly basis instead of the standard base salary payment structure. 9.12.4: Allows employees on an alternative work schedule (i.e. a 4/10 or 9/80) to elect use or non-use of accrued paid-time-off (PTO) for hours over eight (8) on a City-recognized holiday. Holidays are eight (8) hours; employees on an alternative work schedule were previously required to use PTO to cover hours over eight (8) to match their 9-hour or 10-hour schedule. Converting to hourly pay structure when on an alternative work schedule allows employees to have reduced pay on the holiday for the standard 8-hours, or to use their PTO for one (1) or two (2) to keep their regular pay for the pay period. Current PTO accrual caps remain. 9.13: Library-specific items moved to Addendum B. 9.14: Museum-specific items moved to Addendum C.

10	WAGES (New Contract Language)	"10.02.1: Effective June 1, 2020 and based on the results of a comparable data study, the Union and the City have agreed to a restructured wage matrix. Placement of positions in the new wage matrix shall be based on comparable data, and determined as agreed to by the Negotiating Committee. The current wage for each employee relative to their current placement in the 2019 wage matrix may be modified based on placement into the new matrix however, all 2019 wages as applied to the new wage matrix shall receive a minimum three percent (3%) increase. Due to the unknown consequences of the COVID-19 Pandemic the Union and the City agree to a wage opener in the fall of 2020 to bargain in good faith over a Cost of Living Increase (COLA) for the remaining successor years of this agreement. "10.02.2: In lieu of retroactive payment to January 1, 2020, the City agrees to a one-time lump sum payment of \$1,300 per each regular full-time employee represented by the CBA, pro-rated per full-time equivalency (FTE) status that was in effect on January 1, 2020. The total payment will be pro-rated for employees who retire(d) or were hired between January 1 and May 31, 2020 (new employees hired in 2020 must still be employed upon ratification of the agreement to be eligible for the payment). The one-time lump-sum payment shall not be considered precedent-setting, and does not indicate how the City will address future collective bargaining negotiations with the Union."
10	WAGES (Continued)	10.06: Out of class assignments take effect after five (5) consecutive working days (reduced from 10). 10.07: Longevity pay increased to \$5.00 per month (from \$2.00 per month) for eligible employees based on market comparison. Longevity will be limited to employees hired prior to January 1, 2021 . 10.08: Clarifies shift differential pay for Public Works employees. 10.09: Removes requirement annual evaluation occurs in December. 10.11: Clarifies on-call status for Water Treatment Plant and Wastewater Treatment Plant employees. 10.13: New qualification pay provision for certain positions.
11	HEALTH & WELFARE	11.01 - 11.02: Re-named "Group Health" to "Kaiser" to reflect updated company information. 11.02.3: Limits cost-sharing savings for \$250 Deductible plans to employees hired prior to January 1, 2020. 11.02.5: Limits cost-sharing savings for High-Deductible Health Plans (HDHP) to employees hired prior to January 1, 2021. 11.02.7: Dual Insurance incentive will be based off the lower-premium \$250 Deductible plan. Short-Term Disability Insurance plan removed. Washington Paid Family Medical Leave Act (WA PFML) went into effect January 1, 2020.
12	HOLIDAYS	12.02.1: Reference to Library paid-time-off bid procedure (Addendum B). 12.09: Clarification of holidays to be compensated for eight (8) regular hours. Reference to Article 9 for employees on an alternative work schedule and others who are paid on an hourly basis; no longer required to supplement paid time off (PTO) for hours scheduled off over eight (8). No banking of holiday hours permitted.

13	VACATION LEAVE	13.01: Added reference to years of continuous employment and total vacation accrual rate for clarity. 13.02: Added "<i>The Employer will not unreasonably deny leave requests consistent with the needs of the department.</i>" Added reference to Addendum B for Library staff.
14	SICK LEAVE	Updated reference to Washington Paid Sick Leave (WPSL).
15	BEREAVEMENT LEAVE	No Changes
16	LEAVE OF ABSENCE	No Changes
17	GRIEVANCE PROCEDURE	No Changes
18	EQUIPMENT & SAFETY	18.03: Transitioning from a monthly boot allowance of \$10 per month (\$120 per year) to a \$200 annual boot/safety footwear allowance beginning 2021. Clarified the positions eligible for the allowance.
19	WORK CONTINUATION	No Changes
20	FRINGE BENEFITS	No Changes
21	DRUG & ALCOHOL TESTING	No Changes
22	COMPLETE AGREEMENT	No Changes
23	TERM OF AGREEMENT	Effective dates January 1, 2020 - December 31, 2022 (Except wages effective June 1, 2020)
<u>ADDENDUMS:</u>		
A	SALARY SCHEDULE	Market-based salary schedule (compared at top step). Updated titles for several positions (i.e., "Department Secretary" now "Administrative Assistant".) Inclusion of Senior Center Administrative Assistant to bargaining unit. Removal of Contract Specialist position from bargaining unit.
B	HOURS OF WORK AND OVERTIME (LIBRARY)	B.05: New language for filling advance-notice vacant circulation shifts. B.06: Inclusion of Paid Time Off bid procedure for Library staff.
C	HOURS OF WORK AND OVERTIME (MUSEUM)	No Changes (except for location within the document)
D	WATER TREATMENT PLANT EMPLOYEES (Addendum Language)	<i>"The Union and the City agree to meet for negotiations in 2020 to bargain over issues and concerns specific to the operations of the City's Water Treatment Plant. The Water Treatment Plant is a twenty-four (24) hour operation and as such, the City and the Union recognize the need for further negotiations regarding Water Treatment Plant scheduling, holidays, overtime, standby and on-call provisions, and progression through Operator levels."</i>
E	POST-NEGOTIATION DISCUSSIONS (Addendum Language)	<i>"The City and the Union agree to meet in 2020 to discuss potential inclusion of certain Municipal Fiber positions into the collective bargaining agreement. During discussions the parties may also address qualification requirements and pay for certain Public Works and/or Parks positions. These discussions are separate and distinct from cost of living negotiations addressed in Section 10.02.1, and/or topics addressed in Addendum D regarding Water Treatment Plant Employees."</i>

	FINANCIAL IMPACTS:	
	Wages	There will be a 3.0% cost of living adjustment (COLA) effective June 1, 2020. No COLAs were agreed to in 2021 or 2022 due to onset of COVID-19. Parties agreed to a wage re-opener in fall 2020 after understanding more of the financial impacts. In lieu of retro-active payment for Jan. - May 2020, eligible employees will receive a one-time lump-sum payment based on FTE status (maximum \$1300 for a regular full-time employee), and pro-rated for new employees or employees who retired. High estimate: \$130,000 total for about 100 employees. Introduction of qualification pay for limited eligible positions.
	Longevity	Increased longevity pay from beginning at \$2.00 per month to beginning at \$5.00 based on joint market-study. "Sunset" the benefit; only eligible for employees hired prior to January 1, 2021.
	Health & Welfare	"Sunset" 50% cost-sharing benefits from 2016 plan transitions.
	Boots/Safety Footwear	Increase of \$80 per eligible employee for annual boot allowance (now \$200 per year.)

**Minor changes in language or numbering omitted from this summary.*



City Council Agenda Item Summary

Meeting Date: 5/18/2020

Agenda Item Number: 4c

Agenda Item Title: Resolution 2090: Authorizing the Adoption of the Skagit County Multi-Jurisdiction Hazard Mitigation Plan

Staff Contact(s): Chief Dave Oliveri

Approved by: Steve Hoglund, Darcy Swetnam

Action Type: Resolution 2090

Item Summary:

The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs requiring that “local and tribal government applicants for sub-grants must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of a Hazard Mitigation Grant Program sub-grant funding.” The purpose of such local mitigation plan is to represent the Multi-Jurisdiction’s commitment to reduce risks from natural and man-made hazards.

Pursuant to 44 CFR 201.6, a coalition of Skagit County stakeholders with like-planning objectives was formed to pool resources and create consistent mitigation strategies to be implemented within each partner’s identified capabilities within the Skagit County Planning Area. The coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy.

The Skagit County Multi-Jurisdiction Hazard Mitigation Plan has been reviewed and found to meet the regulatory criteria, and following adoption by participating jurisdictions, will be approved by FEMA, making all adopting jurisdictions eligible for mitigation project grants.

Budget Impact

Amount Budgeted: \$0.00

Proposed Expenditure: \$0.00

Budget Amendment Required? No

Previous Action:

January 21, 2020: The Hazard Mitigation Plan-draft was presented to Council for discussion on its purpose and make-up, the intent to solicit community input on the content, and the process for formal review by the SEMA & FEMA prior to adoption by the City Council.

Recommended Motion: I move to adopt Resolution 2090 as presented

Alternative Actions: No formal adoption of the Skagit County Multi-Jurisdiction Hazard Mitigation Plan which would negatively affect the City’s eligibility to receive mitigation project grants.

Attachments In order presented:

- Resolution 2090
- Skagit County HMP: Base Plan [Link to entire 392 page document](#)
- Skagit County HMP: Volume 2 [Link to entire 320 page document](#)

RESOLUTION NO. 2090
AUTHORIZING THE ADOPTION OF THE
SKAGIT COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, all of Skagit County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs requiring that "local and tribal government applicants for sub-grants must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of a Hazard Mitigation Grant Program sub-grant funding." The purpose of such local mitigation plan is to represent the Multi-Jurisdiction's commitment to reduce risks from natural and man-made hazards; and

WHEREAS, pursuant to 44 CFR 201.6, a coalition of Skagit County stakeholders with like-planning objectives was formed to pool resources and create consistent mitigation strategies to be implemented within each partner's identified capabilities within the Skagit County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

WHEREAS, pursuant to 44 CFR 201.6 and 44 CFR 201.7, the Skagit County Multi-Jurisdiction Hazard Mitigation Plan has been reviewed and found to meet the regulatory criteria, and following adoption by participating jurisdictions, will be approved by FEMA, making all adopting jurisdictions eligible for mitigation project grants.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes that:

The Skagit County Multi-Jurisdiction Hazard Mitigation Plan is hereby adopted in its entirety, which represents the City of Anacortes's commitment to reduce risks from natural and man-made hazards.

PASSED AND ADOPTED on this _____ day of _____, 2020.

Laurie Gere, Mayor
City of Anacortes

ATTEST:

Steven D. Hoglund, City Clerk
City of Anacortes



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning May 26, 2020

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

May 26, 2020

- Monthly Finance Update and COVID-19 Impacts (Discussion)

June 1, 2020

June 8, 2020

June 15, 2020

June 22, 2020

July 6, 2020

July 13, 2020

July 20, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, May 18, 2020, 5:00 PM, Teleconference
- Fiber, Thursday, May 21, 2020, 2:30 PM, Teleconference
- Parks & Recreation, Thursday, May 21, 2020, 6:00 PM, TBD
- Planning, Monday, May 25, 2020, 5:00 PM, Teleconference
- Finance, Wednesday, May 27, 2020, 5:00 PM, Teleconference
- Museum, Thursday, May 28, 2020, 12:30 PM, Teleconference
- Community Center / Pool, Thursday, May 28, 2020, 3:30 PM, TBD
- Public Works, Monday, Jun 1, 2020, 5:00 PM, Teleconference
- Port/City Liaison, Tuesday, Jun 2, 2020, 8:30 AM, TBD
- Public Safety, Tuesday, Jun 2, 2020, 10:00 AM, Teleconference
- Fiber, Thursday, Jun 4, 2020, 2:30 PM, Teleconference
- Housing Affordability & Community Services, Monday, Jun 8, 2020, 4:00 PM, Teleconference
- Planning, Monday, Jun 8, 2020, 5:00 PM, Teleconference
