

CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BLVD | CHEHALIS, WA 98532

Anthony E. Ketchum, Sr., District 3
Mayor

Jerry Lord, District 1
Daryl J. Lund, District 2
Dr. Isaac S. Pope, District 4

Kate McDougall, Position at Large No. 1
Kevin Carns, Position at Large No. 2
Robert J. Spahr, Mayor Pro Tem, Position at Large No. 3

Regular Meeting of Monday, January 9, 2023

5:00 pm

To access this meeting via Zoom:

Meeting ID: 834 4212 6653

Pass Code: 674890

1. **Call to Order** (Mayor Ketchum)
2. **Pledge of Allegiance** (Mayor Ketchum)
3. **Approval of Agenda** (Mayor Ketchum)

PRESENTATIONS

4. **Experience Chehalis Update**

CONSENT CALENDAR

ADMINISTRATION RECOMMENDATION

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RECOMMENDATION | PAGE |
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| 5. Minutes of the Regular Meeting December 12, 2022 (City Clerk) | APPROVE | 1 |
| 6. Minutes of the Special Meeting December 21, 2022 (City Clerk) | APPROVE | 5 |
| 7. Vouchers and Transfers- December 15, 2022, Accounts Payable in the Amount of \$777,528.71 (Finance Director) | APPROVE | 7 |
| 8. Vouchers and Transfers- December 30, 2022, Accounts Payable in the Amount of \$344,164.67 (Finance Director) | APPROVE | 9 |
| 9. Vouchers and Transfers- Payroll in the Amount of \$874,911.95 (Finance Director) | APPROVE | 11 |
| 10. Easement with Lewis County PUD for Underground Facilities (Airport Operations Coordinator) | APPROVE | 13 |
| 11. Addition of Airport Director Position to the 2023 Salary Schedule (HR/Risk Manager) | APPROVE | 21 |
| 12. Increase to Minimum Wage for Exempt Employees (HR/Risk Manager) | APPROVE | 29 |
| 13. Resolution No. 19-2022, Renaming the Riffe Lake Overlook the "Gary Stamper Memorial Overlook at Riffe Lake" (City Manager) | APPROVE | 31 |

14. Acceptance and Closeout of Emergency Water Main repair Project (Street Superintendent)	APPROVE	35
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CITIZENS BUSINESS (PUBLIC COMMENT)

Individuals wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Kassi Mackie at 360-345-1042 or at kmackie@ci.chehalis.wa.us. Public comments will be limited to five (5) minutes.

UNFINISHED BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
15. Consider Approval of Proposed Westside Park Improvements (Parks and Facilities Director)	APPROVE	37
16. Second and Final Reading of Resolution No. 17-2022, Updated Procurement Policies and Procedures (Finance Director/City Clerk)	APPROVE	41

NEW BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
17. Proposed 2023-2025 Teamsters 252 Non-Commissioned CBA (HR/Risk Manager)	APPROVE	103
18. Proposed 2023-2025 Teamsters 252 Non-Uniform CBA (HR/Risk Manager)	APPROVE	139
19. Review of City Council Committee and Board Assignments (City Clerk)	APPROVE	179

ADMINISTRATION AND CITY COUNCIL REPORTS	ADMINISTRATION RECOMMENDATION	PAGE
a. Administration Reports <ul style="list-style-type: none"> • City Manager Update • Letter of Support for Nursing Staff at Providence Hospital 	INFORMATION ONLY	---
b. Councilor Reports/Committee Updates (City Council)		

EXECUTIVE SESSION

Pursuant to RCW:

- a) 42.30.140(4)(b)- Collective Bargaining
- b) 42.30.110(1)(c)-Sale/Lease of Property

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.

NEXT REGULAR CITY COUNCIL MEETINGS
 MONDAY, JANUARY 23, 2023- 5:00 P.M.
 MONDAY, FEBRUARY 13, 2023- 5:00 P.M.

Chehalis City Council
Regular Meeting Minutes
December 12, 2022
5:00 p.m.

Council Present: Mayor Ketchum, Councilmember McDougall, Councilmember Spahr, Councilmember Carns, Councilmember Pope, Councilmember Lund (virtual attendance), Councilmember Lord

Council Absent:

Staff Present: Jill Anderson, City Manager; Kassi Mackie, City Clerk; Erin Hillier, City Attorney, Cassie Frazier, Administrative Assistant; Chun Saul, Finance Director; Brandon Rakes, Airport Operations Coordinator; Lilly Wall, Parks and Recreation Manager; Lance Bunker, Public Works Director; Jud Riddle, Streets Superintendent; Andrew Hunziker, Facilities Manager

Public Present: Randi Bieker, Emily Keller, Dian Stedhem-Jewell

1. **Call to Order:**
Mayor Ketchum called the meeting to order at 5:00 p.m.

2. **Pledge of Allegiance**
Councilmember McDougall led the flag salute.

3. **Approval of Agenda**

Resolution 17-2022, Adoption of Updated Procurement Policies and Procedures was moved to New Business.

Acceptance and Closeout of the Emergency Fire Station Site Preparation Project at 710 NW Arkansas Way was removed from the agenda.

A motion was made by Councilmember Spahr, seconded by Councilmember Pope, to approve the agenda as amended. Motion carried unanimously.

CONSENT CALENDAR

1. **Minutes of the Regular City Council Meeting of November 28, 2022** (City Clerk)
2. **Vouchers and Transfers- Accounts Payable in the Amount of \$1,099,540.14 dated November 30, 2022** (Finance Director)
3. **Vouchers and Transfers- Payroll in the Amount of \$793,865.81 dated November 30, 2022** (Finance Director)
4. **Resolution No. 16-2022, Surplus Property** (City Clerk)
5. **Resolution No. 18-2022, Federal Grant Management Guidelines Policy** (Finance Director)

6. **Addendum to Manager Contract for a Cost-of-Living Adjustment Consistent with Terms of Original Employment Agreement** (Human Resources Manager)
7. **Acceptance of Above Ground Fuel Storage Project as Complete** (Airport Operations Coordinator)
8. **Amendment Extending the Contract with Gibbs and Olson to Provide Development and Interim City Engineer Services Through December 31, 2023** (Building and Planning Manager)
9. **Appointment of Dennis Dawes to Civil Service Commission to Fill a Vacancy with a Term Expiring December 31, 2025** (City Manager)
10. **Consider Cancellation of December 26th Council Meeting** (City Clerk)

A motion was duly made and passed approving the items on the Consent Calendar as though acted on individually.

CITIZENS BUSINESS

Emily Keller of Chehalis provided public comment regarding nursing at Providence Hospital.

Diane Stedham-Jewell of Chehalis provided public comment regarding nursing and safe staffing at Providence Hospital.

Randi Bieker of Chehalis provided public comment regarding overcrowding at Providence Hospital and requested that a resolution in support of Providence staff for the legislature.

Councilor Lund expressed support for the nursing staff at Providence Hospital.

Councilor Pope expressed support for the nursing staff at Providence Hospital.

Mayor Ketchum read a letter submitted by Marian McCusker regarding staffing concerns at Providence Hospital.

Mayor Ketchum read a letter submitted by Kyle Wheeler regarding the YMCA petition and the City of Chehalis regarding Mr. Wheeler's own property petition.

UNFINISHED BUSINESS

11. **Second Reading of Ordinance No. 1061-B, Amending the FY2022 Budget #3** (Finance Director)

A motion was made by Councilmember Spahr, seconded by Councilmember Lord, to adopt Ordinance No. 1061-B on second reading. The motion carried unanimously.

NEW BUSINESS

12. **Resolution No. 17-2022, Adoption of Updated Procurement Policies and Procedures** (Finance Director/City Clerk)

A motion was made by Councilmember Spahr, seconded by Councilmember Pope, to approve Resolution No. 17-2022 on first reading. Motion carried unanimously.

13. **TransAlta Water Rights Purchase: Addendum to the Centralia Purchase and Sale Agreement with TransAlta Adding the City of Chehalis** (City Manager/Public Works Director)

Tom McDonald presented.

A motion was made by Councilmember Spahr, seconded by Councilmember Pope to approve the addendum to the purchase and sale agreement, approve the Water Mitigation Assignment and Interest of Easement, and authorize the City Manager to execute the agreement and related documents. Motion carried unanimously.

14. **Amendment to Regional Water Supply Agreement Between the City of Chehalis and the City of Centralia** (City Manager/Public Works Director)

A motion was made by Councilmember Spahr, seconded by Councilmember Lord, to approve the First Amendment to the Regional Water Supply Agreement between the City of Centralia and City of Chehalis and authorize the City Manager to sign the agreement. Motion carried unanimously.

15. **Consider Approval of Proposed Westside Park Improvements** (Facilities Manager)

Council was in favor of sending this item back to the Parks and Recreation Committee, followed by the Budget Committee to find a source of funding other than ARPA Funds.

Failed for lack of motion.

16. **Resolution No. 20-2022, Interlocal Agreement for Use of the Centralia Regional Decant Facility** (Facilities Manager)

A motion was made by Councilmember Spahr seconded by Councilmember Lord, to approve Resolution No. 20-2022 authorizing participation in the Centralia Regional Decant Facility Interlocal Agreement and authorize the City Manager to execute the related agreements subject to review by the City Attorney if there are no changes to the stated financial arrangements. Motion carried unanimously.

ADMINISTRATION AND CITY COUNCIL REPORTS

17. **City Manager Update**

City Manager Anderson welcomed Sally Saxton, Financial Analyst to the City staff and thanked Ed Stanton for 40 years of service on the Civil Service Commission and Erin Hillier for her years of service as the Assistant City Attorney and City Attorney. City Manager Anderson also discussed the upcoming agenda item renaming the Riffe Lake Overlook after Gary Stamper. City Manager Anderson also thanked Council for the support throughout this year.

18. **Councilor Reports/Committee Updates**

Councilor Lund provided an update on the Steam Train and requested that the Council write a letter in support of sending the engine for repair.

Councilor Spahr commented on the phone call received by some of the Councilors regarding road maintenance at Chehalis Avenue.

Councilor McDougall provided a verbal report on the holiday tree lighting.

Councilor Carns provided a verbal report on involvement with Experience Chehalis and investigation on establishing regulations regarding shopping carts.

Mayor Ketchum reported attendance at the Experience Chehalis meeting.

EXECUTIVE SESSION

Pursuant to RCW:

- a) 42.30.110(1)(c)- Sale/Lease of Real Estate**
- b) 42.30.140(4)(b)- Collective Bargaining**

Mayor Ketchum adjourned the regular meeting at 7:08 p.m. and convened the executive session for 30 minutes or until 7:40 p.m.

Mayor Ketchum adjourned the executive session at 7:38 p.m. and reconvened the regular meeting at 7:38 p.m.

ADJOURNMENT

Mayor Ketchum adjourned the meeting 7:40 p.m.

Anthony Ketchum, Sr., Mayor

Attest: Kassi Mackie, City Clerk

Chehalis City Council
Special Meeting Minutes
December 21, 2022
4:30 p.m.

Council Present: Councilmember McDougall, Councilmember Spahr, Councilmember Carns, Councilmember Pope, Councilmember Lund (virtual attendance), Councilmember Lord
Council Absent: Mayor Ketchum

Staff Present: Jill Anderson, City Manager; Kassi Mackie, City Clerk; Erin Hillier, City Attorney (virtual attendance), Chun Saul, Finance Director; Lance Bunker, Public Works Director; Jud Riddle, Streets Superintendent

Public Present:

1. **Call to Order:**
Councilmember Lord called the meeting to order at 4:30 p.m.
2. **Pledge of Allegiance**
Councilmember Carns led the flag salute.
3. **Approval of Agenda**
A motion was made by Councilmember Carns, seconded by Councilmember Pope, to approve the agenda as amended. Motion carried unanimously.

SPECIAL BUSINESS

11. **Resolution No. 21-2022, Declaring an Emergency Relating to the Repair and Replacement of the 13th Street Water Main Line under I-5 at 13th Street** (City Manager, Street Superintendent)
Streets Superintendent Jud Riddle presented.

A motion was made by Councilmember Lund, seconded by Councilmember Pope, to waive the Council's rule requiring two readings of a resolution concerning finances and approve Resolution No. 21-2022 on first reading. Motion carried unanimously.

ADJOURNMENT

Councilor Lord adjourned the meeting 4:45 p.m.

Anthony Ketchum, Sr., Mayor

Attest: Kassi Mackie, City Clerk

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Clare Roberts, Accounting Tech II

MEETING OF: January 9, 2023

SUBJECT: 2022 Vouchers and Transfers – Accounts Payable in the Amount of
\$777,528.71

ISSUE

City Council approval is requested for 2022 Vouchers and Transfers dated December 15, 2022.

DISCUSSION

The December 15, 2022, Claim Vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers including Electronic Funds Transfer Checks No. 2503 – 2544 and 83-86, and Voucher Checks No. 135641 - 135770 in the amount of \$777,770.62 dated December 15, 2022 and voided Checks No. 135496 and 135530 for the net total of \$777,528.71 as follows:

- \$ 298,456.15 from the General Fund
- \$ 9,130.30 from the Street Fund
- \$ 5.14 from the Transportation Benefit District Fund
- \$ 7,465.00 from the Tourism Fund
- \$ 4,242.53 from the LEOFF 1 OPEB Reserve Fund
- \$ 88,687.50 from the G.O. Bond Fund
- \$ 585.37 from the Garbage Fund
- \$ 76,436.53 from the Wastewater Fund
- \$ 55,633.22 from the Water Fund
- \$ 6,603.77 from the Storm & Surface Water Utility Fund
- \$ 15,898.00 from the Airport fund
- \$ 6.62 from the Wastewater Capital Fund

- \$ 8,550.52 from the Water Capital Fund
- \$ 197,574.54 from the Airport Capital Fund
- \$ 3,744.23 from the Custodial Court Fund
- \$ 4,751.20 from the Custodial Other Agency fund
- \$ 777,770.62 Total Vouchers for December 15, 2022
- \$ <241.91> Voided Checks for December 6, 2022
- \$ 777,528.71 Net Total Transfers

RECOMMENDATION

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer No. 2503 – 2544 and 83-86, and Voucher Checks No. 135641 - 135770 in the amount of \$777,770.62 dated December 15, 2022 and voided Checks No. 135496 and 135530 for the net total of \$777,528.71.

SUGGESTED MOTION

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2503 – 2544 and 83-86, and Voucher Checks No. 135641 - 135770 in the amount of \$777,770.62 dated December 15, 2022 and voided Checks No. 135496 and 135530 for the net total of \$777,528.71.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Clare Roberts, Accounting Tech II

MEETING OF: January 9, 2023

SUBJECT: 2022 Vouchers and Transfers – Accounts Payable in the Amount of
\$344,164.67

ISSUE

City Council approval is requested for 2022 Vouchers and Transfers dated December 30, 2022.

DISCUSSION

The December 30, 2022, Claim Vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers including Electronic Funds Transfer Checks No. 2545 – 2581 and Voucher Checks No. 135771 - 135870 in the amount of \$367,160.66 dated December 30, 2022 and Voided Check No. 135823 for the net total of \$344,164.67 as follows:

- \$ 136,488.95 from the General Fund
- \$ 22,813.28 from the Street Fund
- \$ 23,325.15 from the Transportation Benefit District Fund
- \$ 23,729.62 from the Tourism Fund
- \$ 2,631.40 from the LEOFF 1 OPEB Reserve Fund
- \$ 61,429.80 from the Park Improvement Fund
- \$ 46,243.89 from the Wastewater Fund
- \$ 13,608.63 from the Water Fund
- \$ 3,558.95 from the Storm & Surface Water Utility Fund
- \$ 9,237.60 from the Airport Fund
- \$ 971.40 from the Firemen’s Pension Fund
- \$ 126.00 from the Custodial Other Agency Fund

- \$ 367,160.66 Total Vouchers for December 30, 2022
- \$<22,995.99> Voided Check for December 30, 2022
- \$ 344,164.67 Net Total Transfers

RECOMMENDATION

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer No. 2545 – 2581 and Voucher Checks No. 135771 - 135870 in the amount of \$367,160.66 dated December 30, 2022 and Voided Check No. 135823 for the net total of \$344,164.67.

SUGGESTED MOTION

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2545 – 2581 and Voucher Checks No. 135771 - 135870 in the amount of \$367,160.66 dated December 30, 2022 and Voided Check No. 135823 for the net total of \$344,164.67.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Deri-Lyn Stack, Payroll Accounting

MEETING OF: January 9, 2023

SUBJECT: Vouchers and Transfers – Payroll in the Amount of \$874,911.95

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated December 30, 2022.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 42143-42164, Direct Deposit Payroll Vouchers No. 15739-15853, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 457-464 dated December 30, 2022, in the amount of \$874,911.95, which include the transfer of:

- \$560,933.97 from the General Fund
- \$38,162.07 from the Street Fund
- \$5,197.50 from the LEOFF1 OPEB Reserve Fund
- \$30,072.96 from the Federal Advance Grant Control
- \$100,194.09 from the Wastewater Fund
- \$97,566.84 from the Water Fund
- \$16,496.18 from the Storm & Surface Water Utility Fund
- \$26,288.34 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the December 30, 2022, Payroll Vouchers No. 42143-42164, Direct Deposit Payroll Vouchers No. 15739-15853, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 457-464 in the amount of \$874,911.95.

SUGGESTED MOTION

I move that the City Council approve the December 30, 2022, Payroll Vouchers No. 42143-42164, Direct Deposit Payroll Vouchers No. 15739-15853, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 457-464 in the amount of \$874,911.95.

I, THE UNDERSIGNED, OF THE CITY OF CHEHALIS WASHINGTON DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE PAYROLL-RELATED SERVICES HAVE BEEN RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF CHEHALIS, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

PAYROLL OFFICER

FINANCE DIRECTOR

CHECK NOS. 42143 THROUGH 42164, DIRECT DEPOSIT CHECK NOS. 15739 THROUGH 15853, ELECTRONIC FEDERAL TAX AND DRS PENSION/DEFERRED COMP PAYMENTS NOS. 457-464 ARE HEREBY APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$874,911.95 THIS _____ DAY OF _____, 2023.

MAYOR

001	GENERAL FUND	\$560,933.97
003	STREET FUND	38,162.07
115	LEOFF1 OPEB	5,197.50
199	FREDRAL ADVANCE GRANT	30,072.96
404	WASTEWATER FUND	100,194.09
405	WATER FUND	97,566.84
406	STORM & SURFACE UTIL FUND	16,496.18
407	AIRPORT FUND	<u>26,288.34</u>
	TOTAL	\$874,911.95

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Jill Anderson, City Manager
BY: Brandon Rakes, Airport Operations Coordinator
MEETING OF: January 9, 2023
SUBJECT: Easement with Lewis County PUD for Underground Facilities

ISSUE

Lewis County PUD requires an easement to provide Tracts 7A, 7B, 8, and 9 necessary electrical services for the development of the sites. These tracts are located along the east side of Louisiana Avenue and are located between I-5 Toyota and Dutch Bros. Coffee. Please refer to the attached recorded Binding Site Plan number 3561353 for a detailed map of the area with the relevant tracts highlighted. The Assessor's Property Tax Parcel Numbers for the aforementioned sites are 005605-082-008, 005605-082-009, 005605-827-003, and 005605-827-002.

DISCUSSION

The purpose of this easement is to grant Lewis County PUD the right, privilege, and authority to construct, erect, alter, improve, repair, replace, remove, operate and maintain underground electric facilities, communication wires, fiber optic cable, and necessary appurtenances, upon and under the Easement Area to provide service to District Customers.

An easement of ten feet in width, having five feet of such width on each side of the centerline of Grantee's facilities as now constructed, and Grantee's facilities to be constructed within the described properties on Tracts 7A, 7B, 8, and 9 is necessary to provide electric utility service.

Grantee (Lewis County PUD) shall have the right to access the Easement Area over and across the Property to enable Grantee to exercise the rights granted. Grantee shall repair or reasonably compensate Grantor for actual damages to the Property, including damage to roads, crops, driveways and fences caused by the exercise of such right of access.

This has no anticipated negative impact on the area and will provide access to necessary infrastructure for future tenants.

FISCAL IMPACT

There is no negative fiscal impact to granting an easement for Public Utility District customers on Tracts 7A, 7B, 8, and 9, located on the east side of Louisiana Avenue between I-5 Toyota and Dutch Bros. Coffee.

RECOMMENDATION

The administration recommends that the City Council approve the Underground Easement for Tracts 7A, 7B, 8, and 9 and authorize the City Manager to execute any necessary documents.

SUGGESTED MOTION

I move that the City Council approve the Underground Easement for Tracts 7A, 7B, 8, and 9 and authorize the City Manager to execute any necessary documents.

AFTER RECORDING RETURN TO:
P.U.D. NO. 1 OF LEWIS COUNTY
P.O. BOX 330
CHEHALIS, WA. 98532-0330

UNDERGROUND EASEMENT

THE GRANTOR, the CITY OF CHEHALIS, for and in consideration of By Way of Gift and other valuable consideration, hereby warrants and conveys to GRANTEE, PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, a Municipal Corporation, and for Grantee's heirs, successors and assigns, a perpetual non-exclusive easement over, under and across the following described real property (the "Property" herein) situated in the County of Lewis, State of Washington, to-wit:

Tracts 7A, 7B, 8, and 9 of Chehalis Twin City Town Center Binding Site Plan, recorded April 10, 2014, in Volume 8 of Plats, at Page 89, under Auditor's File No. 3413160, records of Lewis County, as amended by Binding Site Plans filed February 24, 2015, June 29, 2015, October 02, 2015, June 15, 2016, December 07, 2020, and September 27, 2021, under respective Auditor's File Nos. 3426967, 3432755, 3437806, 3449004, 3538510 and 3561353.

Assessor's Property Tax Parcel Numbers: 005605-082-008, 005605-082-009, 005605-827-003, 005605-827-002

Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) described as follows:

An easement (10) feet in width, having (5) feet of such width on each side of the centerline of Grantee's facilities as now constructed, and Grantee's facilities to be constructed within the above described property.

1. Purpose. Grantee shall have the right, privilege and authority to construct, erect, alter, improve, repair, replace, remove, operate and maintain underground electric facilities, communication wires, fiber optic cable, and necessary appurtenances, upon and under the Easement Area to provide service to District customers.

2. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise the rights herein granted. Grantee shall repair or reasonably compensate Grantor for actual damages to the Property, including damage to roads, crops, driveways and fences caused by the exercise of such right of access.

3. Obstructions; Landscaping. Grantee shall have the right to remove obstructions, and to trim, cut and remove all brush and trees growing within the Easement Area which, in the opinion of the Grantee, may constitute a menace or danger to said facilities.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for other purposes not a hazard to or which would interfere with Grantee's access, construction, improvement, operation and maintenance of its facilities, including, but not limited to: pasture land, raising crops, roadways, building fences, grazing of livestock, water or sewer lines, ditches, growing of orchards or landscaping; provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore. Grantor shall not build or maintain permanent structures within the Easement Area without prior written approval of the Manager of the District. Grantor, its successors or assigns, covenants and agrees that it will not excavate within said Easement Area without first contacting the Utility Locating Center at 811. Grantor shall not do any blasting, or discharge any explosives within a distance of 100 feet of said facilities without giving reasonable notice in writing to the Grantee, its successors or assigns.

5. Abandonment. The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee shall permanently remove said electrical facilities from said Property, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges and authority hereby granted shall terminate.

6. Indemnity. Grantee shall agree to defend and hold the Grantor harmless from any claim by any third party for damages based upon injury to persons or property arising solely out of Grantee's negligence in the use of the above described Property.

Dated: _____

CITY OF CHEHALIS

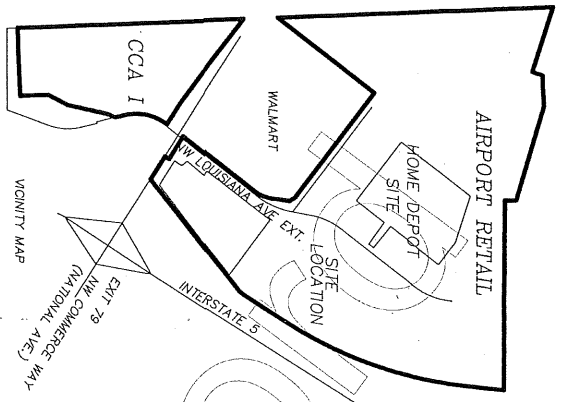
STATE OF WASHINGTON }
 } SS
COUNTY OF LEWIS }

On this day personally appeared before me _____
to me known to be the CITY MANAGER, of the CITY OF CHEHALIS, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this _____ day of _____, 2022.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

3561353



LAND DESCRIPTION:
 TWIN CITY TOWN CENTER AMENDED BINDING SITE PLAN OF TRACT 7A AS FILED
 UNDER AUDITOR'S FILE NO. 3429708 DATED OCTOBER 2, 2015.

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS IF THE SAME HAD BEEN APPROVED BY THE LEWIS COUNTY BOARD OF COUNTY MANAGERS. THE CITY OF CHEHALIS HAS JURISDICTION OVER THE DEVELOPMENT OF SUCH LAND, AND IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT AND USE THEREOF. UPON COMPLETION, THE OWNER OF THE LAND SHALL BE INCLUDED IN OR ASSOCIATED WITH THE LEWIS COUNTY BOARD OF COUNTY MANAGERS OR OTHER LEGAL ENTITY IN WHICH THE OWNERS OF UNITS THEREIN OR THEIR ASSOCIATIONS HAVE A MEMBERSHIP OR OTHER LEGAL INTEREST. THE CITY OF CHEHALIS HAS NO INTEREST IN THE LAND DESCRIBED HEREIN.

- 1) ALL EXISTING UTILITIES LOCATED WITHIN THE LAND DESCRIBED HEREIN SHALL BE MAINTAINED AND RESTRICTIONS OF RECORD OF THE UTILITY LINE IF NOT DEFINED UNDER OTHER RECORD DOCUMENTS.
- 2) ALL ACCESS AND PARKING SHALL BE HELD IN COMMON WITH ALL TENANTS PER EXISTENT COVENANTS & RESTRICTIONS OF RECORD.
- 3) ALL EXISTING UTILITIES LOCATED WITHIN THE LAND DESCRIBED HEREIN SHALL BE MAINTAINED AND RESTRICTIONS OF RECORD OF THE UTILITY LINE IF NOT DEFINED UNDER OTHER RECORD DOCUMENTS.
- 4) REFERENCE, REMOVALMENT OF ACCESS AND TO LIGHT, VIEW AND AIR UNDER TERMS OF COVENANTS TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1, RECORDED UNDER AUDITOR'S FILE NO. 3429708, 3429709, 3429710, 3429711, 3429712, 3429713, 3429714, 3429715, 3429716, 3429717, 3429718, 3429719, 3429720, 3429721, 3429722, 3429723, 3429724, 3429725, 3429726, 3429727, 3429728, 3429729, 3429730, 3429731, 3429732, 3429733, 3429734, 3429735, 3429736, 3429737, 3429738, 3429739, 3429740, 3429741, 3429742, 3429743, 3429744, 3429745, 3429746, 3429747, 3429748, 3429749, 3429750, 3429751, 3429752, 3429753, 3429754, 3429755, 3429756, 3429757, 3429758, 3429759, 3429760, 3429761, 3429762, 3429763, 3429764, 3429765, 3429766, 3429767, 3429768, 3429769, 3429770, 3429771, 3429772, 3429773, 3429774, 3429775, 3429776, 3429777, 3429778, 3429779, 3429780, 3429781, 3429782, 3429783, 3429784, 3429785, 3429786, 3429787, 3429788, 3429789, 3429790, 3429791, 3429792, 3429793, 3429794, 3429795, 3429796, 3429797, 3429798, 3429799, 3429800, 3429801, 3429802, 3429803, 3429804, 3429805, 3429806, 3429807, 3429808, 3429809, 3429810, 3429811, 3429812, 3429813, 3429814, 3429815, 3429816, 3429817, 3429818, 3429819, 3429820, 3429821, 3429822, 3429823, 3429824, 3429825, 3429826, 3429827, 3429828, 3429829, 3429830, 3429831, 3429832, 3429833, 3429834, 3429835, 3429836, 3429837, 3429838, 3429839, 3429840, 3429841, 3429842, 3429843, 3429844, 3429845, 3429846, 3429847, 3429848, 3429849, 3429850, 3429851, 3429852, 3429853, 3429854, 3429855, 3429856, 3429857, 3429858, 3429859, 3429860, 3429861, 3429862, 3429863, 3429864, 3429865, 3429866, 3429867, 3429868, 3429869, 3429870, 3429871, 3429872, 3429873, 3429874, 3429875, 3429876, 3429877, 3429878, 3429879, 3429880, 3429881, 3429882, 3429883, 3429884, 3429885, 3429886, 3429887, 3429888, 3429889, 3429890, 3429891, 3429892, 3429893, 3429894, 3429895, 3429896, 3429897, 3429898, 3429899, 3429900, 3429901, 3429902, 3429903, 3429904, 3429905, 3429906, 3429907, 3429908, 3429909, 3429910, 3429911, 3429912, 3429913, 3429914, 3429915, 3429916, 3429917, 3429918, 3429919, 3429920, 3429921, 3429922, 3429923, 3429924, 3429925, 3429926, 3429927, 3429928, 3429929, 3429930, 3429931, 3429932, 3429933, 3429934, 3429935, 3429936, 3429937, 3429938, 3429939, 3429940, 3429941, 3429942, 3429943, 3429944, 3429945, 3429946, 3429947, 3429948, 3429949, 3429950, 3429951, 3429952, 3429953, 3429954, 3429955, 3429956, 3429957, 3429958, 3429959, 3429960, 3429961, 3429962, 3429963, 3429964, 3429965, 3429966, 3429967, 3429968, 3429969, 3429970, 3429971, 3429972, 3429973, 3429974, 3429975, 3429976, 3429977, 3429978, 3429979, 3429980, 3429981, 3429982, 3429983, 3429984, 3429985, 3429986, 3429987, 3429988, 3429989, 3429990, 3429991, 3429992, 3429993, 3429994, 3429995, 3429996, 3429997, 3429998, 3429999, 3430000.
- 5) REFERENCE, BUILDING RESTRICTIONS, LINES AND TRANSECTIONS, SET SURFACE SET FORTH BY FAA REGULATION FOR RUNWAY-15/33 (NOW KNOWN AS 16/34) CHEHALIS-CENTRAL AIRPORT ACTIVE RUNWAY.
- 6) LAND SUBJECT TO LATE CONCRETE REINFORCEMENT AGREEMENT/LAND DEDICATION OF CONSTRUCTION IMPROVEMENTS DATED MAY 2, 2007 UNDER AUDITOR'S FILE NO. 3279097.
- 7) REFERENCE, STORMWATER AND ROAD MAINTENANCE REGULATION DATED FEBRUARY 11, 2004 RECORDED UNDER AUDITOR'S FILE NO. 3198990.

NOTES: COVENANTS AND RESTRICTIONS AFFECTING LAND DATED FEBRUARY 11, 1994 AND RECORDED UNDER AUDITOR'S FILE NO. 3403523 OF LEWIS COUNTY, WASHINGTON, AMENDED WITH FIRST AMENDMENT DATED MAY 30, 2002 UNDER AUDITOR'S FILE NO. 3139919, SECOND AMENDMENT DATED FEBRUARY 12, 2009 RECORDED UNDER AUDITOR'S FILE NO. 3156720, AND BY THE THIRD AMENDMENT DATED FEBRUARY 12, 2009 RECORDED UNDER AUDITOR'S FILE NO. 3299478.

DECLARATION
 I, D. P. Bell, AS CITY MANAGER OF THE CITY OF CHEHALIS, WASHINGTON, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE LAND HEREIN, HEREBY DECLARE THIS BINDING SITE PLAN AND DEED TO THE USE OF THE PUBLIC FOR THE ALL STREETS, AVENUES, ALLEYS, AND EASEMENTS FOR WATER AND HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS BINDING SITE PLAN AND THE RESTRICTIONS THEREON, OF ALL THE STREETS, ALLEYS, PLACES, ALLEYS ETC. SHOWN THEREON.

SUBJECT TO EXISTENT COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD AS FILED IN THE LEWIS COUNTY AUDITOR, LEWIS COUNTY, WASHINGTON, IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 16th DAY OF SEPTEMBER, 2021.

D. P. Bell
 CITY MANAGER, CITY OF CHEHALIS

NOTES: COVENANTS AND RESTRICTIONS AFFECTING LAND DATED FEBRUARY 11, 1994 AND RECORDED UNDER AUDITOR'S FILE NO. 3403523 OF LEWIS COUNTY, WASHINGTON, AMENDED WITH FIRST AMENDMENT DATED MAY 30, 2002 UNDER AUDITOR'S FILE NO. 3139919, SECOND AMENDMENT DATED FEBRUARY 12, 2009 RECORDED UNDER AUDITOR'S FILE NO. 3156720, AND BY THE THIRD AMENDMENT DATED FEBRUARY 12, 2009 RECORDED UNDER AUDITOR'S FILE NO. 3299478.

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SUBJECT TO EXISTENT COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD AS FILED IN THE LEWIS COUNTY AUDITOR, LEWIS COUNTY, WASHINGTON, IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 16th DAY OF SEPTEMBER, 2021.

D. P. Bell
 CITY MANAGER, CITY OF CHEHALIS

APPROVALS
 CITY OF CHEHALIS COMMUNITY DEVELOPMENT
 REVIEWED FOR COMPLIANCE WITH ZONING CODES IN EFFECT AT THE TIME OF APPROVAL.
D. P. Bell DATE: 9/27/21
 CITY OF CHEHALIS PLANNING AND BUILDING MANAGER

CITY OF CHEHALIS ENGINEER
 REVIEWED FOR COMPLIANCE WITH THE CITY OF CHEHALIS ENGINEERING CODES AND APPROVED THIS 16th DAY OF September, 2021.
D. P. Bell DATE: 9/27/21

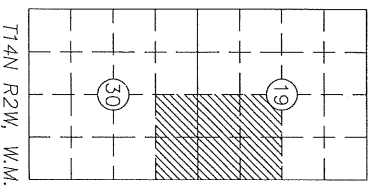
TREASURER'S CERTIFICATE
 I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HEREON ARE PAID AND RECORDED TO THE BOOKS AND RECORDS OF MY OFFICE. HAVE BEEN FULLY PAID AND DISCHARGED INCLUDING 2021 TAXES.
D. P. Bell DATE: 9/27/21
 LEWIS COUNTY TREASURER

AUDITOR'S CERTIFICATE
 I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HEREON ARE PAID AND RECORDED TO THE BOOKS AND RECORDS OF MY OFFICE. HAVE BEEN FULLY PAID AND DISCHARGED INCLUDING 2021 TAXES.
D. P. Bell DATE: 9/27/21
 LEWIS COUNTY AUDITOR

BOOK 8 OF PLAT PAGE 186 AFN 3443160 DATED 10TH APRIL 2014
 1ST AMENDED BINDING SITE PLAN AFN 3428697 DATED 02/27/2015
 2ND AMENDED BINDING SITE PLAN AFN 3432755 DATED 06/28/2015
 3RD AMENDED BINDING SITE PLAN AFN 3437806 DATED 10/02/2015
 4TH AMENDED BINDING SITE PLAN AFN 3449004 DATED 06/15/2016
 VIA ALTERATION TO TRACTS 8 AND 9 AFN 35986510
 REVISION TO TRACT 7A CREATION OF TRACT 7A AND 7B

CITY OF CHEHALIS
 TWIN CITY TOWN CENTER
 5TH AMENDED BINDING SITE PLAN
 SP21-005

LEWIS COUNTY TAX PARCEL NO. 009609827001



PAGE 1 OF 3
 THIS BINDING SITE PLAN WILL BE ENVELOPED BASED ON THE MASTER DEVELOPMENT PLAN SUBMITTED TO THE CHEHALIS-CENTRAL AIRPORT BOARD BY CCA RETAIL TWO, LLC AS PREPARED BY DDI ENGINEERS, 4000 1ST STREET, SUITE 1200, BELLEVUE, WA 98004, DATED DECEMBER 2020.
 AUDITOR'S INDEX
 SEC. 4, SEC. 19 & 22 NE.4, SEC. 30, T14N, R2W, W.M.

48 4691-LOT 7A-7B REPLATING

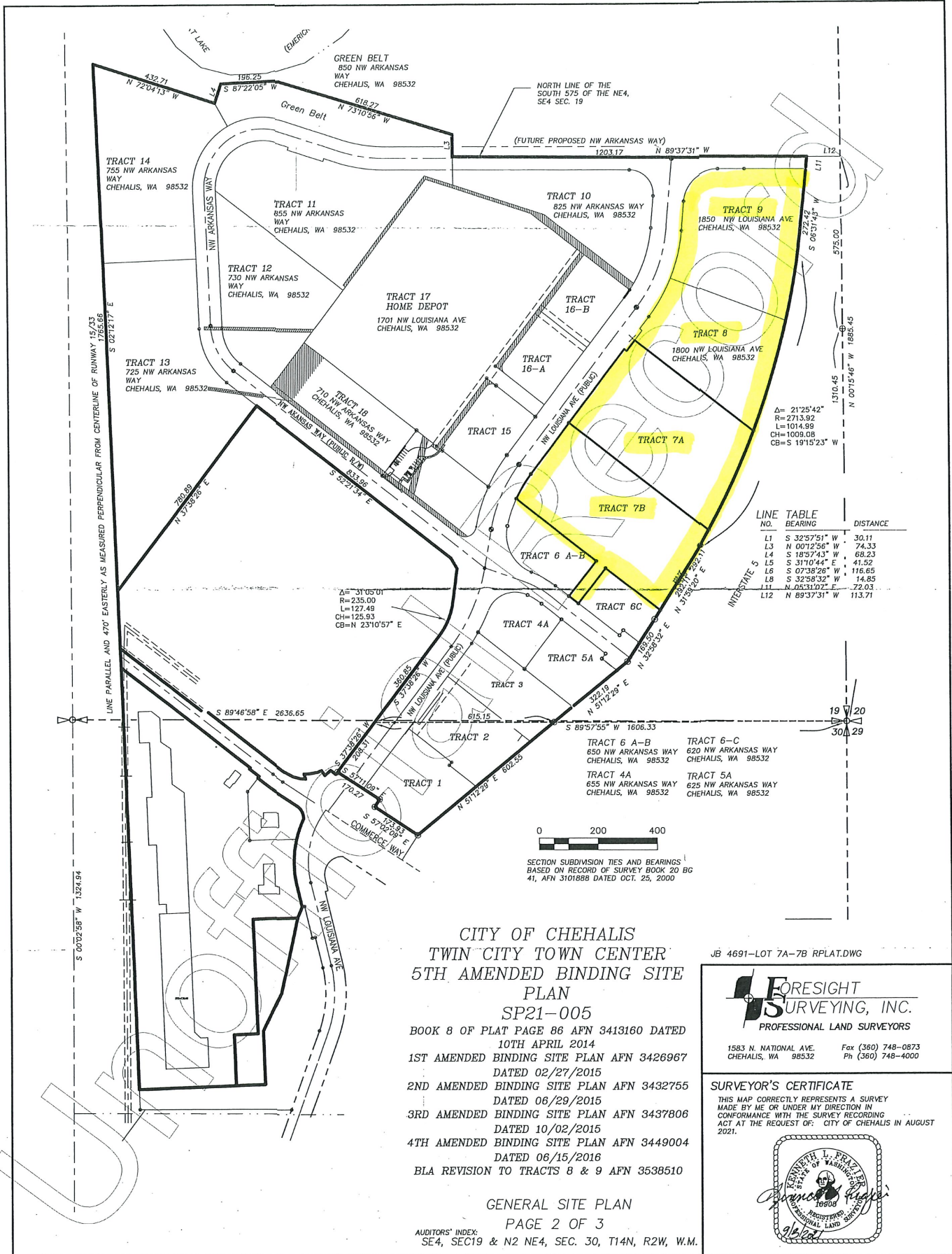
WILSON FORESIGHT
 PROFESSIONAL LAND SURVEYORS

1563 N. NATIONAL AVE.
 CHEHALIS, WA 98532
 Fax (360) 748-0873
 Pn (360) 748-4000

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AND THE RULES AND REGULATIONS IN EFFECT AT THE TIME OF THE REQUEST OF THE CITY OF CHEHALIS IN AUGUST 2021.

D. P. Bell
 SURVEYOR

3561353



CITY OF CHEHALIS
TWIN CITY TOWN CENTER
5TH AMENDED BINDING SITE
PLAN
SP21-005

BOOK 8 OF PLAT PAGE 86 AFN 3413160 DATED
10TH APRIL 2014
1ST AMENDED BINDING SITE PLAN AFN 3426967
DATED 02/27/2015
2ND AMENDED BINDING SITE PLAN AFN 3432755
DATED 06/29/2015
3RD AMENDED BINDING SITE PLAN AFN 3437806
DATED 10/02/2015
4TH AMENDED BINDING SITE PLAN AFN 3449004
DATED 06/15/2016
BLA REVISION TO TRACTS 8 & 9 AFN 3538510

GENERAL SITE PLAN
PAGE 2 OF 3

AUDITORS' INDEX:
SE4, SEC19 & N2 NE4, SEC. 30, T14N, R2W, W.M.

JB 4691-Lot 7A-7B RPLAT.DWG

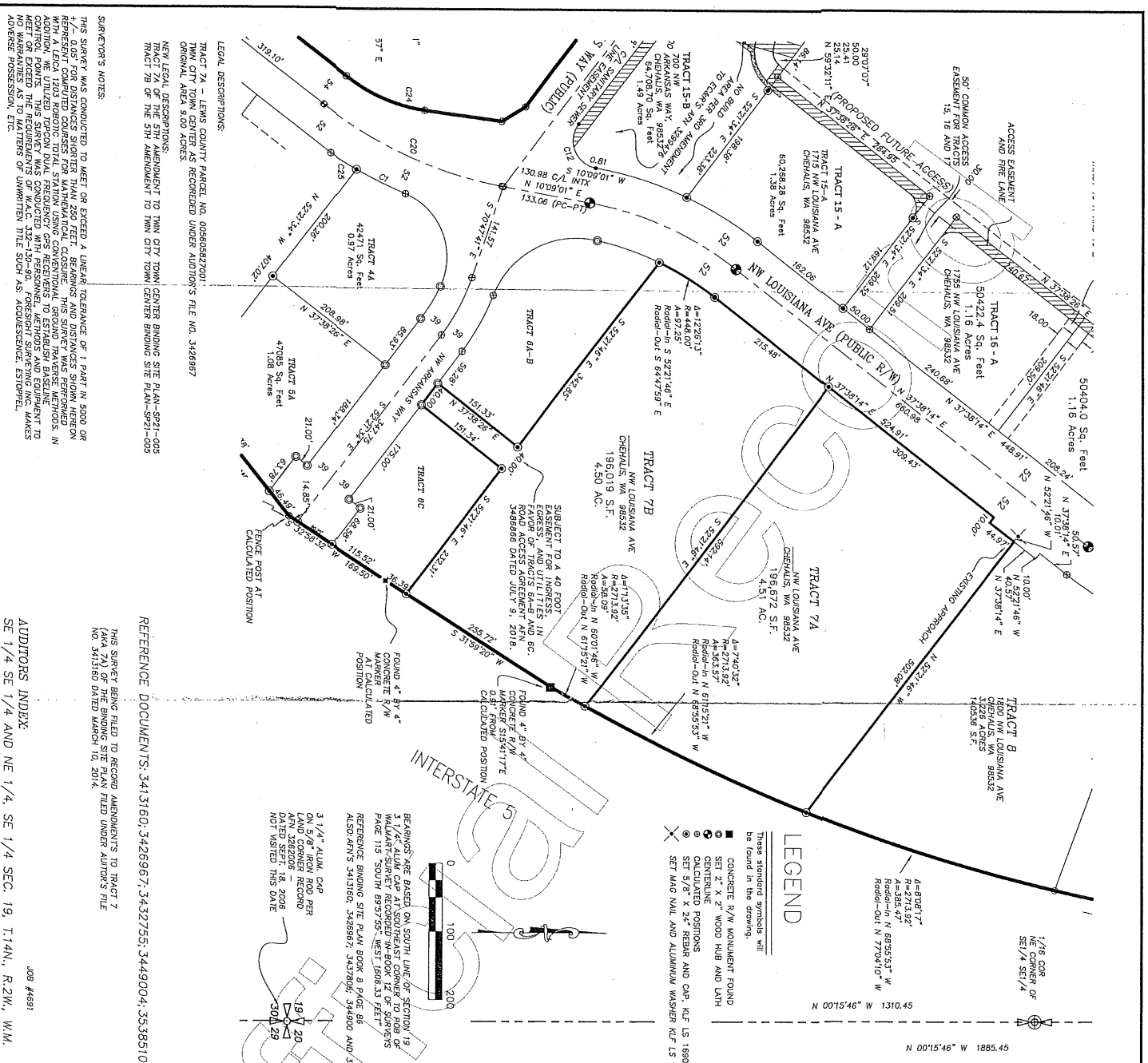
FORESIGHT
SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

1583 N. NATIONAL AVE. CHEHALIS, WA 98532
Fax (360) 748-0873
Ph (360) 748-4000

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY
MADE BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE SURVEY RECORDING
ACT AT THE REQUEST OF: CITY OF CHEHALIS IN AUGUST
2021.



3561353



LEGEND

Three standard symbols will be found in the drawing:

- CONCRETE R/W MONUMENT FOUND
- SET 2" X 2" WOOD HUB AND LATH CENTERLINE POSITIONS
- SET 5/8" X 24" REBAR AND CAP, K/LZ US 16908
- ✕ SET MAG NAIL AND ALUMINUM WASHER, K/LZ US 16908

BEARINGS ARE BASED ON SOUTH LINE OF SECTION 19
1 1/4 ALUM CAP AT SOUTHEAST CORNER TO ROSS OF
PAGE 119 SOUTH 98°57'50" WEST 1590.33 FEET
REFERENCE BOUNDING SITE PLAN BOOK B PAGE 86
ALSO: R/W'S 3413160, 3426967, 3437255, 3449004 AND 3538910
ON 3 1/4" ALUM. CAP
ON 6" IRON ROD PER
APV 3262006
DATED SEPT. 18, 2006
NOT VISITED THIS DATE

LEGAL DESCRIPTIONS:
TRACT 7A - LEWIS COUNTY PARCEL NO. 005609827001
TWIN CITY TOWN CENTER AS RECORDED UNDER AUDITOR'S FILE NO. 3426967
ORIGINAL AREA 5.00 ACRES.
NEW LEGAL DESCRIPTIONS:
TRACT 7A OF THE 5TH AMENDMENT TO TWIN CITY TOWN CENTER BOUNDING SITE PLAN-SP21-005
TRACT 7B OF THE 5TH AMENDMENT TO TWIN CITY TOWN CENTER BOUNDING SITE PLAN-SP21-005

REFERENCE DOCUMENTS: 3413160, 3426967, 3437255, 3449004, 3538910
THIS SURVEY BEING FILED TO RECORD AMENDMENTS TO TRACT 7
(P&A 7A) OF THE BOUNDING SITE PLAN FILED UNDER AUDITOR'S FILE
NO. 3413160 DATED MARCH 10, 2014.

AUDITORS INDEX:
SE 1/4 SE 1/4 AND NE 1/4, SE 1/4 SEC. 19, T.14N., R.2W., W.M.

CITY OF CHEHALIS
TWIN CITY TOWN CENTER
5TH AMENDED BOUNDING SITE PLAN
SP21-005

LEWIS COUNTY TAX PARCEL
NO. 005605827001

PAGE 3 OF 3

FORESIGHT SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

1583 N. WATSON AVE
CHEHALIS, WA 98532

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Ph (360) 748-4000

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Glenn Schaffer, HR/Risk Manager

DATE: January 9, 2023

SUBJECT: Addition of Airport Director Position to Salary Schedule

ISSUE

The Adopted 2023 Budget includes funding for the reclassification of the City's Airport Operations Coordinator to the position of Airport Director. When the 2023 Salary Schedule was prepared, this position was inadvertently omitted. This agenda item has been prepared to request that the position be added to the added to the 2023 Salary Schedule.

DISCUSSION

After the City's previous Airport Director resigned in August of 2017, the City chose not to fill the position and then created the new position of Airport Operations Coordinator. Brandon Rakes was appointed to be Airport Operations Coordinator in March of 2018. Since that time, the position has evolved to include all of the responsibilities of the Airport Director. Therefore, the 2023 Budget includes the funding to reclassify the Airport Operations Coordinator Position to the Airport Director. While the funds are in the budget, the position was not added to 2023 Salary Schedule, which is a listing of all positions in the budget and the salaries associated with each position.

The City would like to add the Airport Director position into the 2023 Salary Schedule at range 8N. This will complete the reclassification of Brandon Rakes from the Airport Operations Coordinator to the Airport Director. This is a reclassification of an existing position, so the Airport Operations Coordinator position will not be filled, and the 2023 Airport Budget includes the same number of employees as in 2022.

FISCAL IMPACT

Funding for the increase from the current Airport Operations Coordinator to the Airport Director position has already been included in the 2023 budget.

RECOMMENDATION

It is recommended that the City Council approve the addition of the Airport Director position to the 2023 City of Chehalis Salary Schedule.

SUGGESTED MOTION

Move to approve the addition of the Airport Director position to the 2023 Salary Schedule.

CITY OF CHEHALIS POSITION DESCRIPTION

Class Title: **Airport Director**
Department: **Airport**

FLSA Status: Exempt
Union Status: Non-represented
Updated: February 2015

*Position descriptions are intended to present a descriptive list of the range of duties performed by employees in the class. Descriptions are **not** intended to reflect all duties performed within the job.*

NATURE OF POSITION:

This is a management position responsible for overseeing all aspects of the city's Chehalis-Centralia Airport and performing as a key member of the city's management team. The Airport Director performs essential and complex administrative duties overseeing all operational and administrative facets of airport operations as well as marketing and development of airport commercial properties.

SUPERVISION RECEIVED:

This is an appointed "at will" position under the direct supervision of the City Manager. Work is reviewed through personal conferences, group meetings, written and oral reports and an annual evaluation.

SUPERVISION EXERCISED:

The position exercises appointing authority (with City Manager approval) and supervisory responsibility over all Airport Department personnel, either directly or through subordinates.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here.

Accountable for all activities needed to ensure safe, effective and efficient airport operations and department performance.

Plans, organizes, directs, and evaluates activities and assigned tasks in order to achieve goals within available resources; selects, assigns, develops, motivates, and evaluates department staff; reviews results and directs changes as needed.

Develops, coordinates and implements the Airport Capital Improvement Plan, Master Plan, Layout Plan and Airport Surface Overlay.

Prepares and oversees department policies and standard operating procedures to ensure effective and efficient operations and records systems.

Provides leadership and training for all airport personnel. Promotes and maintains staff morale and discipline, guides and assists subordinates in performance of duties, conducts performance evaluations, responds to complaints and addresses grievances.

Ensures compliance with airport standards and directives, FAA, federal, state and local laws, department and city policies and procedures, collective bargaining agreements and legal requirements. Maintains appropriate records and documentation. Administers required Federal Aviation Administration training for staff and tenants regarding airport regulations and policies.

Serves as Airport Security Coordinator and updates Airport Security Plan as required. Inspects aviation and building facilities for compliance with safety and security procedures, enforces rules and regulations and represents city in Transportation Security Administration audits.

Coordinates Airport Emergency Plan, serves as primary contact with FAA inspectors and coordinates compliance inspections. Issues, cancels, and amends Notices to Airmen (NOTAMs) to communicate airfield conditions. Manages Wildlife Hazard Management Plan and Snow & Ice Control Plan to reduce risks for airport users.

Regularly prepares and presents reports and makes recommendations to the City Manager and City Council regarding progress and results achieved related to city goals and department activities and issues.

Responsible for the preparation and administration of the department budget based on staffing and resource requirements, cost estimates, departmental objectives and goals. Monitors and maintains expenditures within budget guidelines and assures bid procedures are followed.

Evaluates and plans for the acquisition and replacement of the department's vehicles, other capital equipment, facilities, and space.

Oversees grant application and administration, bidding, contractor review and selection, and construction and airport improvement project management for the department.

Under City Manager's direction, markets and coordinates the purchase and leasing of commercial properties owned by the airport. Coordinates development activities with City Attorney, Community Development, Public Works and other city departments as appropriate.

Establishes and maintains effective working relationships with tenants, business and property owners, other agencies, co-workers, officials and the general public. Communicates with tact, discretion, courtesy and respect. Maintains required confidentiality and discretion.

Responds to and resolves complex and sensitive service requests and complaints, meets with and discusses matters with other department directors and managers, public officials, business representatives, community groups and citizens.

Responds to alarms and may direct or support activities at the scenes of incidents or emergencies.

Oversees leasing of airport hangers and spaces. Addresses issues involving airport users and/or tenants. Markets, implements and administers special events to promote the Airport. Represent the Airport at professional and related meetings, seminars and conferences.

Represents the department in the community, including through the news media; communicates programs and policies to community groups and the general public.

Coordinates department activities with other city departments, federal, state, county, and local agencies and groups having service and jurisdictional interactions with the Airport Department.

Maintains composure and takes responsible action during a wide variety of situations, including emergencies and urgent conditions.

Participates with other departments in the development or update of the city's general Capital Improvement Plan and other comprehensive system-specific plans as required by various federal and state regulations.

OTHER JOB FUNCTIONS:

Follows directions and implements or carries out written and/or oral instructions and assigned duties. Effectively communicates orally and in writing using the English language.

Serves and participates as a member of the city's management team. As directed, may participate in various committees and community organizations.

Attends city council and other meetings, conferences and events as necessary, including meetings held before or after normal business hours. Travels within the city as well as out of town to conferences or training.

Must be readily available at all times to respond to problems and emergencies. May require long work hours, weekend work and extended stays at work, particularly in response to emergency events.

Follows all applicable safety rules and procedures.

Reviews professional literature and remains current on developments related to airport operation and commercial property development.

And such other related tasks, duties and responsibilities as assigned. Duties may be expanded, decreased or altered at the discretion of the City Manager.

REQUIRED QUALIFICATIONS:

Education and Experience:

A bachelor's degree from an accredited college or university with major coursework in Aviation Management, Public Administration, Business Administration, Engineering or related field is required; and

A minimum of 4 years of increasingly responsible experience in airport operations and/or aviation, at least 3 of which involve experience in mid-level management or above, and

Evidence of ongoing professional training (classes, professional seminars or conferences, etc.).

In place of the above requirements, any combination of education and experience that provides the applicant with the required knowledge, skills and abilities to perform the job may be considered as qualifying.

Licenses, Certifications and Other Requirements:

Must possess a valid Washington State Drivers License with good driving record. Out of state applicants must possess valid license for state of residence and must obtain valid Washington State Drivers License within 30 days of appointment. Finalists for this position will be required to provide a Driving Record Abstract for review by the City of Chehalis.

Must successfully satisfy background investigation.

Wildlife management efforts may involve the possession and/or operation of firearms, therefore individuals who are legally prohibited from possessing and/or operating firearms are not eligible to hold this position.

Current certification from the American Association of Airport Executives (AAAE) in the Certified Member or the Accredited Airport Executive program are highly desired but not required.

Knowledge Of:

Thorough knowledge of the principles and practices of airport management and airport industry standards, personnel supervision and development, airport planning and organization, budget management and grant administration.

FAA and TSA regulations that govern airports, FAR Part 139, FAR Part 77, TSR Part 1542.

Airport operating procedures including aviation terminology and technology, aircraft operations, emergency procedures, security procedures and wildlife management.

Legal requirements, regulations, and laws applicable to airports in the State of Washington.

Skilled In:

Effective team management and the ability to mentor, train and supervise personnel.

Operation of listed tools, equipment and computer including extensive use of Microsoft products (Word, Excel, PowerPoint and Outlook).

Ability To:

Establish good and effective working relationships with representatives from other agencies, public officials, staff, citizens and community groups.

Read, comprehend and write the English language and to effectively communicate detailed and technical information and recommendations both verbally and in writing, and to understand, follow and transmit written and oral instructions.

Exercise sound judgment in analyzing issues, identifying alternative solutions, projecting consequences, and making decisions and recommendations. Ability to take ownership of decision making and deal constructively with conflict.

Act quickly, decisively and calmly in emergency situations.

Interpret and apply federal, state and local policies, procedures, laws and regulations.

Perform the physical demands and essential duties and responsibilities described.

MACHINES, TOOLS AND EQUIPMENT USED IN PERFORMING ESSENTIAL JOB FUNCTIONS:

The machines, tools and equipment described here are representative of, but not limited to, those that may be used by an employee to successfully perform the essential functions of the job.

Motor vehicles, personal computer including word processing software, telephone, portable, air-to-ground and base radios, cellular telephone and personal protective equipment including face, eye and hearing protection.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

While performing the duties of this job, the employee is regularly required to: Sit or stand in a stationary position for an unspecified duration, perform repetitive movements/motion in job-related tasks, move around in a typical office, airport and shop setting, operate typical office equipment and supplies, climb ladders and stairs, stoop, bend, kneel, crouch or crawl as necessary for various job-related tasks, communicate verbally with others. Visits to field facilities, construction sites or maintenance operations may require walking moderately long distances through steep or uneven ground, including during adverse weather conditions.

Requires normal ability to read and visually process information - specific vision abilities include close, distance, color and peripheral vision, depth perception, and the ability to adjust focus.

The employee must regularly perform Medium Work – lifting and/or exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily at the Chehalis-Centralia Airport in an office and shop environment with frequent travel to Airport facilities, city offices and facilities. Occasional visits to construction sites and/or maintenance operations may be required. Work may be conducted near machinery and moving parts, and in high or precarious places. May be required to respond to incidents in all weather conditions, including temperature extremes, during all hours of the day and night.

The noise level is generally that expected in a typical office/shop environment but will vary at other locations. Occasionally works in areas with exposure to loud aircraft noise and/or exhaust fumes and may be exposed to aviation fuel. The employee is routinely exposed to household cleaning supplies and/or basic office supplies (e.g., copy machine toner), loud noises, vibrations, electrical, chemical, and mechanical hazards, extremes in temperature, and potentially caustic chemicals and gases. Other hazards may be encountered while visiting other locations.

The duties and responsibilities listed above are intended to be illustrative only of the type of work performed. The omission of other specific duties does not exclude them from the requirements of the position if they are similar, related or logical assignments to the position.

The position description does not constitute an employment agreement between the City and the employee and is subject to change by the City as its needs and the requirements of the job change.

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Jill Anderson, City Manager
BY: Glenn Schaffer, HR/Risk Manager
DATE: January 9, 2023
SUBJECT: Increase to Minimum Wage for Exempt Employees

ISSUE

With the determination of the minimum wage for 2023, an 8.66% increase, Washington’s Labor and Industries has also calculated new minimum salary requirements for employees who are exempt from receiving overtime pay. The minimum salaries are a multiplier of the minimum wage and affect two positions on the City’s salary schedule.

DISCUSSION

The City’s salary schedule for FLSA Exempt employees is laid out in salary ranges that are titled 3N (lowest paid) through 12N (highest paid). Effective January 1, 2023, the State of Washington applied a multiplier of X2 to the Minimum Wage for FLSA Exempt employees, making the minimum monthly salary \$5,457. Currently, ranges 3N and 4N fall below the new minimum wage.

The City has only one position that is paid at the 3N salary range which is our Municipal Court Administrator. That pay range is:

Monthly	A	B	C	D	E
3N	\$4,923	\$5,169	\$5,427	\$5,698	\$5,984

Likewise, the City has only one position that is paid at the 4N salary range which is our City Clerk. That pay range is:

Monthly	A	B	C	D	E
4N	\$5,021	\$5,272	\$5,536	\$5,813	\$6,104

The recommended resolution to this new minimum wage is as follows:

- Eliminate Range 3N from the City’s salary schedule.
- Increase Range 4N by 9%.
 - This increase will bring Step A of the 4N range within the new minimum wage for exempt employees.
 - This increase will keep Range 4N approximately 5% below Range 5N, which is consistent with the rest of the salary schedule.
- Move the Municipal Court Clerk to Range 4N and keep the City Clerk at Range 4N and assign the appropriate steps.

It is important to note that the State of Washington's Salary Threshold Implementation Schedule continues to increase the minimum wage for exempt employees in steps each year through 2028, so this issue will need to be evaluated annually to ensure compliance.

FISCAL IMPACT

This increase in the minimum wage for exempt employees was not anticipated and therefore not included in the 2023 budget.

RECOMMENDATION

It is recommended that the City Council approve the removal of pay range 3N from the City's salary schedule; increase range 4N by 9%; and assign the City Clerk and Municipal Court Administrator to the appropriate steps within new 4N salary range.

SUGGESTED MOTION

Move to approve the removal of pay range 3N from the City's salary schedule; increase range 4N by 9%; and assign the City Clerk and Municipal Court Administrator to the appropriate steps within new 4N salary range.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

MEETING OF: January 9, 2023

SUBJECT: Resolution No. 19-2022, Declaring the City of Chehalis’ Support for the Renaming of the Riffe Lake Overlook to the Gary Stamper Memorial Overlook at Riffe Lake.

ISSUE

Lewis County is requesting support for the renaming of the Riffe Lake Overlook to honor the memory of Lewis County Commissioner Gary Stamper, who suffered an untimely death in 2021. A resolution that declares the City’s support for the renaming of the Riffe Lake Overlook the “Gary Stamper Memorial Overlook at Riffe Lake” has been prepared for consideration by the City Council.

DISCUSSION

Commissioner Gary Stamper served on the County Board of Commissioners for more than six years until his untimely death in 2021. While he was a truly a champion for the east end of Lewis County as a representative of District 3, he never forgot that he served the entire County. He was known for his positive attitude, kind heart, and enthusiasm for life. He worked tirelessly to serve the residents of Lewis County, promoting responsible economic growth and finding ways to attract family-wage jobs while maintaining the rural lifestyle that Lewis County residents and visitors expect.

After his passing, the County has explored ideas on how to create a lasting memorial of Commissioner Stamper’s life of service, which included decades as an educator. This led to the proposal to request that the Washington State Transportation Commission (WSTC) rename the Riffe Lake Overlook in his memory. This seems to be a fitting tribute to Commissioner Stamper because he led the efforts to improve the Riffe Lake Overlook some years back, playing an instrumental role in getting the surrounding land cleared so visitors could actually see Riffe Lake from the viewpoint on Highway 12.

Lewis County Commissioner Stamper had a profound impact on Lewis County – especially on East Lewis County and the County wants to create a lasting tribute to his life and service with the renaming of the Overlook. In order to do that, the County is asking that municipalities and organizations in Lewis County declare their support for the renaming of the Riffe Lake Overlook the “Gary Stamper Memorial Overlook at Riffe Lake” with resolutions or letters of support. These documents will then be forwarded to the WSTC, the organization that has jurisdiction over the

naming state transportation facilities. A resolution of support has been prepared for consideration by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the proposed resolution.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 19-2022 on first and final reading.

SUGGESTED MOTION

I move that the City Council approve Resolution No. 19-2022 on first and final reading.

RESOLUTION NO. 19-2022

**A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, IN SUPPORT OF RENAMING THE RIFFE
LAKE OVERLOOK THE “GARY STAMPER MEMORIAL
OVERLOOK AT RIFFE LAKE.”**

WHEREAS, The Washington state Transportation Commission (WSTC) allows for the naming or renaming of state transportation facilities- including state highways, bridges, rest areas and roadside facilities, such as viewpoints- as per RCW 47.01.420; and

WHEREAS, state and local governmental entities, citizen organizations, and any person may initiate the process to name or rename a state transportation facility; and

WHEREAS, the Riffe Lake Overlook, a popular vantage point located in a pull-out on the south side of Highway 12 approximately 0.4 miles east of Mossyrock Dam, provides views of Riffe Lake, which was formed after the 1968 construction of the dam flooded the site of two pioneering communities, Riffe and Kosmos; and

WHEREAS, before his untimely death in September 2021, Lewis County Commissioner Gary Stamper helped spearhead efforts to remove trees that were blocking the views from the overlook, which is located in Commissioner District 3, the district Commissioner Stamper represented; and

WHEREAS, Commissioner Stamper grew up and attended schools in the area, ultimately returning to teach and coach at Mossyrock High School before taking the helm of White Pass Junior-Senior High School as a principal; and

WHEREAS, Commissioner Stamper’s commitment to the region stretched far beyond the local classrooms, basketball courts and county lines; and

WHEREAS, the City of Chehalis recognizes Commissioner Stamper’s many contributions to the area and would like to honor his memory; and

WHEREAS, the City of Chehalis supports Lewis County’s request to rename the Riffe Lake Overlook the “Gary Stamper Memorial Overlook at Riffe Lake” in Commissioner Stamper’s honor.

NOW THEREFORE BE IT RESOLVED, the Chehalis City Council hereby requests that the WSTC rename the Riffe Lake Overlook the “Gary Stamper Memorial Overlook at Riffe Lake” in Commissioner Stamper’s honor, as requested by the Lewis County Board of County Commissioners.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 9th day of January 2023.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Jill Anderson, City Manager
BY: Jud Riddle, Street/Stormwater Superintendent
MEETING OF: January 9, 2023
SUBJECT: Acceptance and Closeout of the Emergency Water Main Repair Project

ISSUE

Iverson and Sons has completed the work related to the Emergency Water Main Repair Project consisting of the replacement of roughly 130 feet of damaged water main under the north bound on ramp of I-5 at exit 76.

DISCUSSION

On December 14, 2022, there was a water main line break under I-5 at 13th Street that needed to be repaired immediately. An emergency was declared by the City Manager consistent with the City's procurement policy and RCW 39.04.280, so that the necessary repairs could be made to prevent additional damage and reduce the potential for extended water service interruptions.

On December 21st of 2022, the City Council of the City of Chehalis adopted Resolution No. 21-2022 declaring an emergency relating to the repair/replacement of a damaged section of water main under the north bound on ramp of I-5 at exit 76 that occurred on December 14, 2022.

On December 20th Iverson and Sons replaced 130 feet of a 330 feet long section of water main that makes its way under I-5 through a series of concrete "box culverts". At approximately 2:30 p.m. on December 20th, the water main was charged, and water service was restored to the affected areas. The remaining 200 feet will need to be inspected for similar wear/damage in the summer of 2023 to determine if it needs to be replaced. All work outlined in the contract with Iverson and Sons was completed on December 20th, 2022.

Overall, staff is pleased with the project. Contractor and City staff worked well together to accomplish this repair.

FISCAL IMPACT

The final cost for the Emergency Water Main Repair is \$67,627.18. This cost includes the initial temporary repair, the final repair, and taxes. The total project cost was well under the \$100,000.00 anticipated for repairs.

RECOMMENDATION

It is recommended that the City Council accept the Emergency Water Main Repair Project as complete and release retainage in the amount of \$6,250.20 after all statutory requirements have been met.

SUGGESTED MOTION

I move that the City Council accept the Emergency Water Main Repair Project as complete and release retainage in the amount of \$6,250.20 after all statutory requirements have been met.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Lilly Wall, Recreation Manager
Andrew Hunziker, Parks and Facility Manager

Meeting Date: January 9, 2023

SUBJECT: Consider Approval of Proposed Westside Park Improvements

ISSUE

The City’s Westside Park is in need of improvements. A project proposal prepared in collaboration with the Friends of the Westside Park was presented at the December 12, 2022, City Council Meeting.

Since the December 12th meeting, both the City Council Park and City Council Budget Committees have met. Both committees advocate funding the project. However, they do not recommend using the previously recommended American Rescue Act (ARPA) funds. The City Council Budget Committee alternatively recommends using \$20,000 from the dedicated Park Improvement Fund previously reserved for Westside Park and \$95,000 from the 2nd Quarter Real Estate Excise Tax (REET) fund totaling \$115,000.

BACKGROUND

Due to the years of use and damage, it had become apparent that the Westside Park needed improvements, specifically replacement of play equipment and fencing. The play equipment at Westside Park that was meant for children in the 2-5 age group had to be removed several years ago due to age and damage. This equipment has not been replaced and the area that it occupied is unused at this time. Unfortunately, the ability to proceed with the improvements was hampered by funding limitations, so the project had remained in the conceptual phase until recently.

In 2020, the neighborhood surrounding the City’s Westside Park, located at 800 NW West Street, began gathering to develop a plan to improve the park. In support of this effort and the groups attempts to secure grants, the City Council made an allocation of \$20,000 in May of 2021 specifically for the park. Since that time, the group has become a separate non-profit, Friends of the Westside Park to formalize its activities and raise funds for the park. It has also worked through several potential improvement plans for the park with the neighborhood. Members of the City Council and staff have attended meetings of the group, providing input at various points in the process.

PARK IMPROVEMENT PROJECT PROPOSAL

The Friends of Westside Park group and city staff have determined the greatest need is for new playground equipment for children ages 2-5, fencing, and parking. At this time, there is a proposal for a project that would focus on these key components and the related engineering.

The key project component is a piece of play equipment that is sold and manufactured by the same company the Penny Playground equipment was purchased from as an option under the State's Contract. The equipment at Penny Playground has been well received by the community and has held up well with an incredible amount of use. This play equipment would revitalize the 2-5-year-old section of the park and add the much-needed play value back into the park.

The second big concern is the deteriorated condition of the existing fence and the need for additional fencing. City staff would like to contract the work to fence three sides of the park with 4ft black chain link and install a concrete mow strip under the fence for easy maintenance. This will help ensure the safety of the kids as they play in the park as the adjoining road to the park is notorious for speeding cars and is a major concern for the patrons that use the park.

Lastly, the lack of parking and absence of ADA parking spaces causes concern for park patrons. The NW Ohio Street side of the park creates a perfect location to expand parking. As a requirement triggered by the new play equipment, the City must have an ADA compliant concrete parking pad and pathway to provide access to the new playground equipment. This would be installed by the playground installer.





FISCAL IMPACT

The estimated cost of the project is:

• Engineering related to the project	\$ 5,000
• Playground equipment, install, added parking, ADA concrete parking and pathways	\$70,000
• Concrete mow strip with fencing installed	\$30,000
<hr/>	
Project total (estimated)	\$105,000
Contingency to this project for unexpected expenses	<u>\$10,000</u>
Total Request	\$115,000

FUNDING SOURCE

Per the recommendation of the City Council Budget Committee, it is proposed that \$20,000 from the dedicated Park Improvement Fund previously reserved for Westside Park and \$95,000 from 2nd Quarter REET Funds.

RECOMMENDATION

It is recommended that the City Council:

- 1) Proceed with the Westside Park Improvement Project using \$20,000 from the dedicated Park Improvement Fund previously reserved for Westside Park and \$95,000 from 2nd Quarter REET Funds.
- 2) Authorize the purchase of playground equipment; construction of an ADA accessible parking space; added parking; installation of new fencing; and project engineering in the amount not to exceed \$115,000.
- 3) Authorize city manager to sign and execute the documents related to the project.

SUGGESTED MOTION

I move that the City Council:

- 1) Proceed with the Westside Park Improvement Project using \$20,000 from the dedicated Park Improvement Fund previously reserved for Westside Park and \$95,000 from 2nd Quarter REET Funds.
- 2) Authorize the purchase of playground equipment; construction of an ADA accessible parking space; added parking; installation of new fencing; and project engineering in the amount not to exceed \$115,000.
- 3) Authorize city manager to sign and execute the documents related to the project.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Kassi Mackie, City Clerk

MEETING OF: January 9th, 2023

SUBJECT: Resolution No. 17-2022, Adoption of Updated Procurement Policies and Procedures

ISSUE

An updated procurement policy has been prepared for City Council consideration to replace the previously established contracting and purchasing guidelines that have been in place since 2014. The first reading of the resolution adopting the new policy occurred at the December 12, 2022, City Council meeting. Since the first reading, minor changes have been made to Section VIII, Signature Authority and Approval providing more appropriate and clearer examples. In addition, modifications have been made to Section XII related to the Purchase of Personal Services to simplify and clarify the proposed process.

DISCUSSION

In May 2014, the administration created Administrative Procurement Policies and Procedures to establish guidelines for the procurement of equipment, materials, and services to ensure that public purchases and contracts were open, fair, and at the best value to the public. The policy was never officially adopted by the City Council.

Over time, the State Legislature has increased the bid threshold amounts for procurement types, however, the City never increased the thresholds within our own policy. City Staff determined that updates to the bid thresholds to be consistent with the Revised Code of Washington's (RCW)'s would help streamline purchasing processes for the City.

In review of the 2014 version, staff also determined that additional updates were required to provide clearer direction on procurement procedures to Chehalis staff. As the process moved along, it was determined that a full overhaul of the procurement policy would be of a bigger

benefit than making minor revisions to the 2014 version. The attached policy is the product of months-long review and updates completed by staff.

The proposed policy includes but is not limited to the following updates:

- Update formal bid requirement threshold to be consistent with the RCW thresholds. The typical procurement types and their bid thresholds are illustrated in the below table.

Formal Bid Requirement Thresholds		
Procurement Type	City (current)	RCW (current)
Purchase of Materials, Supplies, Equipment (If not using MRSC Vendor List)	\$15,000 & up	\$7,501 & up
Purchase of Materials, Supplies, Equipment (If using MRSC Vendor List)	\$15,001 & up	\$15,001 & up
Public Works - when Small Works Roster is not used (Single Craft or Trade)	\$40,000 & up	\$75,500 & up
Public Works - when Small Works Roster is not used (Multi Craft or Trade)	\$65,000 & up	\$116,155 & up
Public Works - Use of Small Works Roster	Upto \$200,000	Upto \$350,000
Limited Public Works Process	Less than \$35,000	Less than \$50,000

- Adding a clause that in the event that any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed in the City’s Policy limits, the RCW limits shall control.
- Setting the City Manager’s signing authority amount up to \$40,000. (Current policy: up to \$30,000 or \$40,000 depending on the type of procurement)
- Adding Ethics of Procurement section
- Adding a section for procurements for grants and federal funding.

Additional updates will be presented to Council in the upcoming months to supplement the new procurement policy if needed.

FISCAL IMPACT

There is no direct financial impact associated with the adoption of the procurement policy; however, it will be used to guide future purchases and projects.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 17-2022 on second and final reading.

SUGGESTED MOTION

I move that the City Council approve Resolution No. 17-2022 on second and final reading.

RESOLUTION NO. 17-2022

**A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, ADOPTING PROCUREMENT POLICIES
AND PROCEDURES**

WHEREAS, staff has determined a need to formally adopt procurement procedures for the City that direct the purchase of goods and services at a reasonable cost and at the best value to the public; and;

WHEREAS, the City of Chehalis’s previous procurement policy, created in 2014 has become obsolete, and;

WHEREAS, an open, fair, documented and competitive process is to be used whenever reasonable and possible; and;

WHEREAS, the City is committed to providing a very fair, transparent, and equitable process to our purchases,

NOW THEREFORE BE IT RESOLVED, the Chehalis City Council hereby adopts the attached policy “Administrative Procurement Policy & Procedures” as the formal purchasing guidelines for the City of Chehalis.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this _____ day of January 2023.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

City of Chehalis



Administrative Procurement Policy & Procedures

Revision Draft

January 9, 2023

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References:

To Find out City's Contracting Requirements: (MRSC Online Tool)

<https://mrsc.org/Home/Research-Tools/Contracting-Requirements.aspx>

MRSC City Bidding Book for Washington State

<https://mrsc.org/getmedia/5f218416-8d03-4ab2-b1af-eb86e42b3e87/City-Bidding-Book-Washington-State.pdf.aspx?ext=.pdf>

MRSC Small Works Roster – A Guide for Washington's local government

<https://mrsc.org/getmedia/76f26736-17ec-4ef9-a082-64f50fdd7d2c/Small-Works-Roster.pdf.aspx?ext=.pdf>

MRSC Intergovernmental Procurement and "Piggybacking"

<https://mrsc.org/getdoc/95432b50-1fce-4c26-9659-7f889bdab254/Purchasing-and-Bidding-Intergovernmental-Purchases.aspx>

Washington State Auditor's Resource Library – Procurement – Buying and Bidding:

https://sao.wa.gov/wp-content/uploads/Resource_Library/Bid_Law_Guide.pdf

Washington State Auditor's Resource Library – Using Other's Awards ("Piggybacking")

https://sao.wa.gov/wp-content/uploads/Resource_Library/Piggybacking-under-Washington-State-Law.pdf

Code of Federal Regulations (CFR): 2 CFR Part 200, Subpart D – Grants and Agreements, Post Federal Award Requirements, Procurement Standards (SS200.317 – 200.327)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d>

I. GENERAL

A. Purpose

This document is intended to direct the purchase of goods and services at a reasonable cost and at the best value to the public. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function's integrity, efficiency, and effectiveness are critical elements of sound government.

B. Objectives

The objectives of the City's purchasing program are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner
- To facilitate responsibility and accountability with the use of City resources
- To ensure equal opportunity and competition among suppliers and contractors
- To promote effective relationships and clear communication between the City and its suppliers and contractors
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds
- To promote use of recycled materials and products and dispose of surplus and scrap materials with regards to cost savings and the environment.

C. Scope

These guidelines apply to purchases of:

- Public works projects
- Professional services (including architectural and engineering design)
- Non-professional services
- Supplies, materials, and equipment

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the City's policy.

D. Controlling Laws

All purchases shall comply with appropriate and relevant federal, state, and city laws and policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements are more restrictive than these guidelines, such laws, regulations, grants, or requirements should be followed.

In the event any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed within this Policy, the RCW limits shall control. The City Attorney shall be consulted when questions regarding potential conflicts arise. Applicable laws and regulations will be cited throughout this document.

II. ETHICS OF PROCUREMENT

E. Gifts and Conflicts of Interest

The City is committed to providing a very fair, transparent, and equitable process to our purchases. We ask all staff participating in a solicitation and/or award process to be thoughtful of any perceived or actual conflicts of interest. Many of the situations defined as prohibited conduct or conflicts of interest in the City's Personnel Policies could arise in the procurement context.

1. Reasonable Person Standard. The City seeks to avoid situations that involve conflicts of interests or the appearance of such conflicts based on inappropriate opportunities to influence the solicitation and/or award process. The City uses the measures of how a reasonable person would perceive the situation. A reasonable person standard might consider how the situation would appear if covered by a news story or viewed from the perspective of a public interest group. Common questions to ask are: Could you comfortably explain your actions? Would taxpayers believe you were acting in their best interest?
2. Limitations on gifts. City staff should refuse gifts, meals, and invitations to events such as concerts or sporting events, that could be reasonably perceived as: improperly influencing performance of your official duties; a reward for awarding a contract; or offered or given to influence, find favor, or with a reasonable expectation of creating an obligation to the giver.

Vendors are prohibited from offering gifts during the solicitation and ensuing contract award process.

Contact the Legal Department for assistance if you encounter unusual situations.

F. Former Employees as Vendors/Consultants/Contractors

Contact Legal before initiating a contract with former city employees to determine if doing so would create an actual conflict of interest or the appearance of a conflict of interest.

III. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in specification development must carefully consider conflicts of interest and other public accountability rules. Consider each of the following:

A. Public Disclosure

The City's procurement process, and the submittals, materials, information, decisions, and many of the notes related to that process are all public records subject to public disclosure unless an exemption applies under the Washington Public Records Act (PRA), Chapter [42.56 RCW](#).

- Submittals are subject to disclosure. Certain state law exemptions may apply, and disclosure may be reasonably delayed to avoid unreasonable interference with the evaluation and award decision.
- Your notes are subject to disclosure as they pertain to the City's official business processes and decisions. Do not make remarks or comments that you would not be comfortable sharing with a public audience.
- Keep those notes that help to document the process and decisions and clearly organize them so they can be understood in the future.
- Important notes and materials that are significant to documenting the decision and process should be given to the City Clerk at the end of the process and saved in the event of a public records request.
- The City is not required to create summaries or new public records in response to a PRA request. The City is not required to do research or analysis for vendors under PRA. However, summaries or analyses are subject to disclosure if the City has already created such records.
- Further information regarding public disclosure may be obtained from the City Clerk.

B. Maintain Confidentiality

Documents, decisions, information, and opinions are generally to be kept confidential, except as required to be disclosed under the Public Records Act. Do not share information other than with city staff who are directly involved in the evaluation and selection process. Project Managers, the City Clerk, and in some cases selection advisory committee members, may contact respondents to city solicitations seeking additional information and clarification regarding vendor submittals, as well as to negotiate a contract. However, conversations or contact with respondents regarding details of the evaluation process should otherwise be limited, and care must be taken to maintain the objectivity of the evaluation process. If respondents call with questions, particularly with regard to evaluation or to request documents, refer them to the City Clerk.

C. Fair, Prudent and Thorough Evaluation

The process must be fair to all respondents; be thoughtful and deliberative in order to preserve the integrity of the public bid process.

1. The Project Manager, and city staff invited to assist in specification development, solicitation efforts, and/or award processes, must be considerate of conflicts of interest

and other public accountability rules.

2. In the event a member of a RFP selection advisory committee has a conflict of interest, he or she must immediately withdraw from the process. If you have a conflict or perceived conflict of interest, you must consult with the City Attorney.

Use caution:

- a) when discussing any aspect or any opinion you might have of the solicitation process, vendors, bids, or results until the award is complete.
- b) to avoid actions that give, or may be perceived to give, preferential treatment to any vendor.

IV. GRANTS & FEDERAL FUNDING

Are you trying to procure something that involves any type of grant or federal funding? Then STOP!



Purchases or work that have received a grant or federal funding may not be covered by this manual. These types of purchases often have their own procurement requirements.

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract. Contact the City Attorney for advice on how to proceed. We will review your specific grant and guide you on what the next steps are.

The City of Chehalis' internal controls for Federal Grants are detailed in the [Federal Grant Management Policy](#) document.

V. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Cell phones, telephone equipment - **IT Manager (contracted IT service provider)**.
- Computers and related equipment, printers, scanners and copiers, and software or systems – **IT Manager and Finance Director**.

VI. DETERMINING CONTRACT VALUE

Contract value refers to the total aggregate value of the contract including all base periods, plus potential renewal periods plus applicable sales and use taxes.

- Example #1: A three-year contract for \$40,000 per year is considered a \$120,000 contract.
- Example #2: A contract originally routed as a one year \$25,000 contract. If a renewal is negotiated for an additional year for another \$25,000, the aggregate value of the contract becomes \$50,000, which will require City Council authorization.
- Example #3: A 60-month copier lease contract for \$500 per month before tax is considered a \$32,460 contract ($\$500 \times 60 = \$30,000$ plus 8.2% sales tax \$2,460).
- Exception: Hardware/software maintenance service agreements are treated as stand-alone agreements and do not need to be aggregated to the original hardware/software purchase agreement.

VII. BID SPLITTING

The breaking of any project into units, or accomplishing any projects by phases, is prohibited if it is done for the purpose of avoiding compliance with bidding statutes ([RCW 35.23.352\(1\)](#)).

The Washington Supreme Court has held that a city cannot break a public work project into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time. Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public works or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a single phase may cost less than the bid limit.

To avoid bid splitting:

- A. Combine all phases of a public work project when estimating cost.
- B. Combine the total of foreseen identical items purchased at the same time or within a calendar years' time, in which the cost exceeds competition limits (i.e., office supplies, laundry services, janitorial paper products, etc.)
- C. Items that are designed or intended to be used together (i.e., water meter boxes and covers) and the cost exceeds competition limits should be bid together.

VIII. SIGNATURE AUTHORITY AND APPROVAL

Per [RCW 35A.11.010](#), the city's authority to contract, and be contracted with, is vested in the City Council. City Council has delegated authority to the City Manager to execute contracts and modifications up to \$40,000.

Only the City Manager has the designated signature authority to sign contracts and binding agreements for the City.

City Council approval is required for goods or services contracts that:

- A. Are contracts with a total aggregate value over \$40,000
or
- B. Are cost modifications that, either singly or combined with all previous modifications, pushes the total contract amount from under to over the \$40,000
or
- C. Are cost modifications for contracts with an original value over \$40,000 that results in a new total contract amount over the approved budget (budget = bid award plus contingency) approved by Council

Example 1: a \$10,000 contract has a modification of \$1,500 for a new contract amount of \$11,500. The modification does not push the total contract amount over the \$40,001 threshold (B), so it does not need to be approved by Council.

Example 2: a \$35,000 contract has already had a modification #1 of \$1,000 and now has a modification #2 of \$5,000 for a new contract amount of \$41,000. Modification #1 did not meet any of the requirements of A or B, so it did not need to be approved by Council. Combined with the previous modification, modification #2 does push the total contract amount from under to over the \$40,000 signature threshold (B), so it does need to be approved by Council.

Example 3: a \$200,000 contract with 10% contingency budget approved by Council for a total budget of \$220,000. The contract had already had a modification #1 for \$18,000 and now has a modification #2 of \$10,000 for a new contract amount of \$228,000. The modification #1 did not meet the requirement of C, so it did not need to be approved by Council. Combined with the previous modification #1, modification #2 does push the total contract amount over the approved budget, so it does need to be approved by Council.

IX. ELECTRONIC SIGNATURES

The City of Chehalis adheres to the standards outlined in the Uniform Electronic Transactions Act ([RCW 1.80.900](#)).

X. TYPES OF PURCHASES AND PROJECTS

Local government purchases and projects generally fall into one of five categories:

[Public works](#): All work, construction, alteration, repair, or improvement to physical property, other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. Ordinary maintenance is defined as maintenance work performed by the employee of the state or municipality.

[Architectural and engineering services](#): Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture. ([RCW 39.80](#))

[Personal services](#): Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, mostly intellectual in nature (such as consultants or legal services) and do not include architecture and engineering services.

[Purchased services](#): Services provided by vendors for the repetitive, routine, necessary, or mechanical in nature that support the agency's day-to-day operations and involving minimal decision-making, mostly related to physical work.

[Materials, Supplies, and Equipment](#): Purchases of goods, equipment, supplies, or materials that are not connected with a public works project.



PUBLIC WORKS



XI. PUBLIC WORKS

A. Definition: What is a Public Work?

[RCW 39.04.010](#) defines the term “public work” for bidding purposes as follows:

“Public work” means all work, construction, alteration, repair, or improvement **other than ordinary maintenance** executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.”

The public works statute does not define what is “ordinary maintenance”, however, [WAC 296-127-010\(7\)\(b\)\(ii\)](#), which defines “ordinary maintenance” in the context of whether prevailing wages have to be paid as part of the contract, defines as follows: “Ordinary maintenance is maintenance work performed by the regular employees of the state or any county, municipality, or political subdivision created by its laws”.

This covers more than you think: “all work, construction, alteration, repair or improvement other than ordinary maintenance” ([RCW 39.04.010](#)) to pretty much any structure or facility the City owns. L&I considers “ordinary maintenance” to be that performed by your own staff, so that means every time you call in a carpenter, plumber, electrician, painter, roofer, elevator repair technician, tree trimmer, fencing company, HVAC repair technician, equipment operator or other person wearing tools who isn’t city staff, the purchase falls under public works procurement rules.

ALL public works in ANY amount requires a written contract, payment of prevailing wages, and insurance.

It is the responsibility of the department managing the project to initiate the Contract Agreement (Exhibit 4) between the City and Contractor and to obtain the necessary compliance documentation prior to awarding any public works contract.

Prevailing wages are also required on all public building maintenance (janitorial) contacts per [RCW 39.12.020](#) and [WAC 296-127-023](#).

One-time projects, less than \$2,500, contractors are allowed to use the no-fee L&I Combined Intent and Affidavit form. Departments are responsible for obtaining the Intent and Affidavit form approved by L&I when submitting an invoice for payment. Payments to contractors will not be made until the L&I approved Combined intent and affidavit form is received by the City.

See Exhibit 5 for Quick Reference Guide to Public Works Contracting and the Matrix of Contract Requirements.

B. Thresholds:

City of Chehalis Contract Requirements (Revised)

Yes = Required; No = Optional		Estimated Cost	Quotes	Formal Bids	City Manager Approval	Council Approval
Public Works						
Single Trade or Craft	\$0-\$75,500	1+ verbal (if under \$15K), 3 Written if \$15K+	No	If \$15K & Over	If \$40K+	
	\$75,501+	Not Allowed	Yes	Yes	Yes	
Multi Trade or Craft	\$0-\$116,155	1+ verbal (if under \$15K), 3 Written if \$15K+	No	If \$15K & Over	If \$40K+	
	\$116,156+	Not Allowed	Yes	Yes	Yes	
Using MRSC Small Works Roster	\$0-49,999	Minimum of 3 quotes requested	No	If \$15K & Over	If \$40K+	
	\$50,000-\$249,999	On All Roster list or 5+ requested	No	Yes	Yes	
	\$250,000-\$350,000	5+, must notify all contractors on the roster list	No	Yes	Yes	
	Over \$350,000	Can't use SWR - See bid requirement above				

Note: in the event the threshold limits in the Revised Code of Washington (RCW) are different from the values above, the RCW shall control.

"Craft" or "trade" means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the City's projects or purchases.

C. Day Labor ([RCW 35.23.352](#))

The City may use our own employees to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft). For larger projects, you must contract with a responsible contractor. The city must keep records of public works projects in excess of \$5,000 and not let by contract. ([State Auditor's Office Public Works Records](#)). For any project

using city workers that costs in excess of \$25,000, the City must publish it in its official newspaper at least fifteen days before beginning the work ([RCW 39.04.020](#)).

D. Determining the Cost of a Public Work

The total construction cost of each **project** must be estimated in order to correctly apply bid limit dollar amounts to determine if a public works project must be competitively bid. The estimate shall include all phases and anticipated contracts for the entirety of the project, and include materials, supplies, equipment, and labor on the construction of that project AND applicable sales and use taxes. However, the value of volunteer labor, material, or equipment need not be included in the cost estimate for a public works project, as these are not a cost to the agency. If the total project amount is over the bid thresholds, then all contracts, no matter the individual dollar amount, must be procured through the bid process. The estimate may be prepared by an outside third party, however the final cost estimate must be validated by the City. The estimate needs to be prepared before any work begins and should be sent to the Project Manager.

E. Procuring Through Quotes

Projects for single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds do not require the use of competitive quotes or bids.

- It is recommended the Project Manager make every effort to obtain more than one quote.

The Project Manager administers the contract process.

F. Small Works Roster (SWR) ([RCW 39.04.155](#))

When the estimated cost of a public works project is \$350,000 or less, the city may follow the Small Works Roster (SWR) process for construction of a public work or improvement as an alternative to the general competitive bidding requirements ([RCW 39.04.155](#), authorized by [RCW 35.22.620\(7\)](#) and [RCW 35.23.352\(4\)](#)). The City of Chehalis has contracted with the Municipal Research and Services Center of Washington (MRSC) for the City use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC.

Publication:

At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters at any time that they submit a written request and necessary records.

To use the SWR:

- Notifications and postings must emphasize that bids will be accepted only from contractors on the small works roster.

- Sample text: *In accordance with competitive bid requirements set forth under [RCW 39.04.155](#), Small Works Roster Contract Procedures, the City of Chehalis is pleased to invite you to submit a bid under the subject solicitation. Contractors who bid on this project must be registered on the Small Works Roster by the time that bids are due.*
- Notifications and postings should list if bonds and prevailing wage will be required.
- Project Manager contacts contractors off the Small Works Roster. Invitation for quotations shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the invitation.
- At the time bids are solicited, the City shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
- No City employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact Legal to decide how to handle them.
- The Project Manager shall make a written record of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
- The Project Manager initiates the contract process.
- Formal bids are not required.
- Advertising is not required.
- Bid bonds are not required.
- A signed contract IS required.
- Prevailing wage IS required.
- Insurance IS required.
- Retainage may be waived.

Small Works Roster "Limited Public Works Process" – up to \$49,999

If a work, construction, alteration, repair, or improvement project is estimated to cost less than fifty thousand dollars (\$50,000), the City may award such a contract using the limited public works process. ([RCW 39.04.155\(3\)](#))

- minimum of three electronic or written quotations from the appropriate small works roster must be solicited and the contract shall be awarded to the lowest responsible bidder, unless there is a compelling reason to reject all bids and cancel the solicitation ([RCW 39.04.350](#)).
- The City must equitably distribute opportunities for limited public works projects among contractors willing to perform in the geographic area of the work.
- Quotations must be made available to public inspection once the contract is awarded and must be available by electronic request.
- The City will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works process, including contractor

name, the contractor's registration number, amount of contract, brief description of the type of work performed, and the date the contract was awarded.

The Project Manager administers the contract process. If the contract is over \$40,000, City Council must approve the award.

Small Works Roster Process - Between \$50,000 and \$249,999

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.
- The Project Manager administers the contract process and if the contract is required to be approved for award by City Council.

Small Works Roster Process - Between \$250,000 and \$350,000

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.
- However, if the City chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster, the City must also notify the remaining contractors on the roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:
 - publishing notice in a legal newspaper in general circulation in the area where the work is to be done
 - mailing a notice to these contractors, or
 - sending a notice to these contractors by facsimile or email
- The Project Manager administers the contract process, and the contract is required to be approved for award by City Council.

G. Formal Bid Process – Public Works

Competitive bidding is designed to prevent favoritism in awarding public work contracts and to enable local governments to obtain the best work or supplies at the most reasonable prices. It is also designed to provide a fair forum for bidders and to protect the public interest.

1. The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), and BARS # to the City Clerk.
2. The City Clerk compiles the bid package.

3. The notice to bid is to be published in the City's official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to the submittal deadline. The notice shall state the nature of the work for which plans, and specs will then be available free of charge online and on file.
4. Bids must be sealed and filed with the City Clerk within the time specified.
5. Each bid requires a bid proposal deposit of 5% or more in the form of cashier's check, postal money order, or surety bond.
6. Public bid opening is required.
7. The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the City Clerk of the lowest responsive bid.
8. The Project Manager verifies the contractor is a responsible bidder.
9. The Project Manager determines contract award approval requirements, and if required, schedules and prepares the City Council documents.
10. The Project Manager administers the contract process.

H. Requests for Bid Documents

The City of Chehalis Procurement Policy requires that the City maintain the integrity of official bid documents sets, provide swift response when incorporating addenda changes, and communicate in a singular, fair, and equitable manner to registered bidders.

I. Unit-Priced Contracts – On-Call and Systemwide Maintenance

A unit-priced public works contract, sometimes called an "on-call" public works contract, is when a local government contracts for an unknown number of small public works projects over a fixed period of time ("indefinite quantity, indefinite frequency"). State statute ([RCW 35.23.352\(13\)\(b\)](#)) defines a unit-priced contract as:

"[A] competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the [agency type], under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work."

While traditional public works contracts are awarded for specific projects/scopes with a specific total dollar value, unit-priced contracts are not associated with a particular project, do not guarantee any amount of work, and do not establish a total dollar value (although the contract may cap the dollar value at a certain level over the life of the contract). Instead, the agency agrees to pay a defined "unit price" for certain types of anticipated (but unplanned) work or trades over a certain time period.

The prices for different tasks may be based upon different units. Commonly used units include:

- Weight, such as tons
- Surface area, such as square feet or acres
- Volume, such as gallons or cubic yards
- Length/depth, such as linear feet or vertical linear feet

- Time, such as hours
- Quantity of items
- Lump sum per task

When a specific project is identified, individual work orders are authorized based upon either a “not-to-exceed” time and materials basis or a negotiated lump sum amount using the previously established unit prices. Unit-priced contracts allow the City to contract for multiple or recurring small public works projects over time without having to bid each project separately. This saves the City time and money, especially for unanticipated projects that may arise at the last minute.

City of Chehalis Unit-Priced On-Call Contract Requirements:

1. Can only be used for activities that are not specifically planned and have no set project-specific budget.
2. The contract shall have a specified total aggregate not-to-exceed value.
3. The initial term of the contract may not exceed three years, with the option to extend or renew the contract for one additional year.
4. Modifications: During the course of a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by contract modification.

To Bid a Unit-Priced On-Call Contract:

- Must use the Formal Bid or Small Work Roster procedures applicable to the estimate total aggregate not-to-exceed value of the contract.
- The Invitation to Bid must:
 - Specify that the contract will expire when the work orders total the estimate total aggregate not-to-exceed value including WA sales tax, or the contract term expiration date, whichever occurs first.
 - Specify how work orders will be issued and include a sample work order.
 - State that there is no minimum volume of work guaranteed.
 - Specify that Prevailing Wage rates in effect at the beginning date of contract year must be applied.
 - Specify that Prevailing Wage rates must be updated, and Intents and Affidavits submitted to Labor and Industries annually (12-month contract period).

Unit Priced Systemwide Maintenance and Repair Contracts:

There are also some systemwide maintenance and repair contracts that are sometimes referred to as “on-call contracts” but actually fall under traditional public works contracting as long as the scope is clearly and properly defined.

To qualify as a traditional public works contract instead of an on-call contract, a systemwide maintenance or repair contract must cover specific activities planned in advance and budgeted (as opposed to on-call contracts which cover activities that are not specifically planned and have no set budget).

Examples include:

- Sewer or storm drain “jetting” (cleaning) up to a certain budget amount, but not an exact number of linear feet
- Sidewalk/trail construction or reconstruction in relation to the City’s pedestrian master plan (not necessarily a fixed quantity), up to a certain budget amount
- Street lighting and signal maintenance and repair in relation to an annual, systemwide work plan
- Storm pond maintenance
- Annual contracts for pavement crack sealing, chip seals, overlays, etc.

These contracts can be structured so that they qualify as public works projects with readily determinable quantities and costs related to a fixed scope. Systemwide maintenance and repair contracts should not cover unanticipated projects or emergency repairs, which would fall under on-call contracting.

J. Withdrawal of Bids – Cancellation of Awards

Bids may be modified or may be withdrawn by written notice received prior to the time set for opening in the office designated in the invitation for bids. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the City Manager after consulting with legal counsel.

K. Cancellation of Invitations for Quotations or Bids

An invitation for quotations or bids may be canceled at the discretion of the department director. The reasons shall be made part of the contract file. Each invitation for quotations or bids issued by the City shall state that the invitation may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for quotations or bids and state briefly the reasons for cancellation.

L. Responsive Bid

Responsive bids are bids that are submitted on time with all of the information the City requested. Bids submitted after the submittal deadline or at the wrong location should be rejected as non-responsive – in other words, the City will neither accept nor open late bids. If a contractor claims extenuating circumstances, refer them to the City Attorney.

Typically, bidders must provide the following information at the time of bidding:

- Sealed bids, with the name of the project and the time and date of the bid opening clearly stated on the outside of the bid packet
- Bid guarantee in the form of a bid bond, cashier’s check, certified check, or personal money order

- Lump sums, unit prices, and total prices in the spaces provided on all of the bid forms, including all appropriate sales taxes
- Receipt of addenda acknowledged
- Acknowledgment of attendance at mandatory pre-bid meeting (to be verified)
- Non-collusion affidavit certificate
- Mandatory bidder responsibility questionnaire with all items filled in

While it is possible to do a brief check when the bids are first opened, the City reserves the right to ascertain full compliance with the bid proposal requirements after a more detailed review, generally within a maximum of 30-45 days.

Additional items may be required shortly after bid opening:

- If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder and the next two lowest bidders

For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted ([RCW 39.30.060](#)). The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.

In addition, [RCW 39.04.350\(2\)](#) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:

- A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.
- A secondary level whose criteria relate to the nature of a specific project. For example, the City may require that a contractor must have completed three projects of a similar scope and dollar volume within the past five years.

These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.

M. Responsible Bidder

The City is required to award public works contracts to a responsible bidder with the lowest responsive bid ([RCW 39.04.010](#)). This applies to informal bidding, such as a small works roster, as well as formal competitive bids.

Responsible bidders ([RCW 39.04.010](#), [RCW 39.04.350](#)) must meet a number of mandatory criteria. The bidder must:

- At the time of bidding be a registered contractor in compliance with chapter [18.27 RCW](#)

- Have a current Washington State Unified Business Identifier (UBI) number
- If applicable, have industrial insurance/workers' comp coverage required in [Title 51 RCW](#)
- Have a Washington State Employment Security Department (ESD) account as required in [Title 50 RCW](#)
- Have a state excise tax registration number as required in [Title 82 RCW](#)
- Not be disqualified from bidding under RCW [39.06.010](#) or [39.12.065\(3\)](#)
- Not have any apprenticeship violations, if applicable
- Certify through a sworn statement that they are not a willful violator of labor laws in reference to [RCW 49.48.082](#).
- Have received training on the requirements related to public works and prevailing wage under chapter [39.04 RCW](#) and chapter [39.12 RCW](#), or received exemption from this requirement by completing three or more public works projects and have had a valid business license in Washington for three or more years;

N. Bid Deposit, Performance and Payment Bond for Public Works Improvement Projects

Whenever competitive quotes or bids are required, a bidder may be required to make a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond an amount equal to not less than five percent (5%) of the total bid, including sales tax ([RCW 35.23.352\(1\)](#)), which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that he/she has not entered into collusion with any other bidder or any other person. After bids are opened and the contract is awarded, the bid proposal deposits or bid bonds are returned to the unsuccessful bidders. The successful bidder's bid deposit or bond is kept until the bidder enters into a contract with the City and furnishes a performance bond in the full amount of the contract price.

[RCW 39.08.010](#) requires a municipality to have contractors post a performance and payment bond whenever it enters into any public works contract, to ensure that the job will be completed and that all workers, subcontractors, and suppliers will be paid. Prevailing wage claims have priority if there are multiple claims on retainage.

All public works contractors shall furnish a performance bond and a payment bond in an amount equal to the total amount of the contract on a form approved by the City Attorney.

In lieu of a performance bond on contracts of \$150,000 or less a contractor may request to have 10 percent (10%) of the contract retained for a period of 30 days after the date of final acceptance ([RCW 39.08.010](#)). This is intended to help small contractors who may have trouble getting a bond. The request will be evaluated and accepted or rejected by the City Attorney.

However, **bonds are required on any project funded in whole or in part by federal transportation funds**, as [RCW 60.28.011\(1\)\(b\)](#) prohibits public agencies from withholding retainage on such projects. The bond replaces the protections otherwise provided through

retainage.

O. Retainage

For public works project, a municipal government must withhold retainage and must also have a contractor's performance and payment bond on file.

State law ([RCW 60.28.011](#)) requires the City to withhold up to five percent (5%) of the public work contract price earned, not including sales tax, by the city's contractor during performance of public work and construction contracts. The withheld amount, known as "retainage," is for the benefit of laborers and material suppliers in the event the contractor fails to pay them. Retainage may also be used to satisfy tax claims by the Department of Revenue and/or the City, prevailing wage related claims by the Department of Labor and Industries, unemployment compensation related claims by the Employment Security Department, and contract performance claims by the City itself. Retainage is not paid ("released") to the contractor until appropriate releases are received from the involved state agencies and city departments/divisions.

A contractor has several options in how retainage will be held ([RCW 60.28.011](#)):

1. The most common is to have the City withhold and retain five percent (5%) from each payment made during performance of the contract in a non-interest-bearing fund.
2. A bond in-lieu-of retainage (aka "retainage bond") may be submitted by the contractor on the City's standard form or one that is acceptable to the City for all or any portion of the contract retainage amount from an authorized surety insurer.
3. The amount(s) retained may be deposited by the City in an interest-bearing account. Interests on such monies shall be paid to the contractor and is not subject to withdrawal until after final acceptance of the work.
4. An escrow account may be jointly established by the contractor and the City with a bank. This escrow option must utilize the City's standard forms. The monies placed in escrow must be converted into bonds and securities approved by the City and any interest is paid to the contractor as it accrues.

Instead of having retainage withheld from the contract payments, a contract may opt to submit a retainage bond covering any or all of the amount. Local governments must accept these retainage bonds unless they can demonstrate a good reason for refusing.

Most public improvement contracts require retainage. However federally funded transportation projects are required to rely solely on performance and payment bonds instead.

Retainage requirements are not mandatory for non-public works supplies or services but may be used in the discretion of the department/division. Note that even when the City has required a performance bond for these types of contracts, retainage is not held unless specified in the solicitation and contract. This is rare.

At the conclusion of contract performance, any retainage reserved by the City will be released or otherwise disbursed according to the City's standardized contract close out process.

P. Prevailing Wages

State law requires prevailing wages to be paid by the contractor on all public works projects and all public building service maintenance contracts ([RCW 39.12](#)). To see the list of applicable labor categories go to State of Washington Department of Labor and Industries [website](#). Prevailing wage questions may be directed to the Department of Labor and Industries (L&I), Prevailing Wage Section, 360-902-5335.

- There is no minimum dollar amount for public work for prevailing wage. Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the City causes to be performed by a private party through a contract.
- Public works contracts require that each and every employer on the project file a Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit), regardless of the size of the contract (**Exception for contract less than \$2,500*) The forms are filed with L&I and, once they are approved, are submitted by the employer to the City's Project Manager.
 - **For really small public works projects less than \$2,500, contractors are allowed to use the no-fee Combined Intent and Affidavit Form.*
- Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.
- For all public works contracts, except janitorial and building service maintenance contracts, the applicable prevailing wage rates shall be those in effect on the submittal due date. These rates shall remain in effect throughout the duration of the contract. If a contract is not awarded within six months of the submittal due date, the applicable prevailing wage rates shall be those in effect on the date the contract is awarded and shall remain in effect for the duration of the contract ([WAC 296-127-011](#)).
- For janitorial, building service maintenance contracts, and unit-priced contracts, the prevailing wage rates in effect on the submittal due date are the minimum rates that must be paid for the first year of such contract and thereafter. However, any janitorial, building service maintenance contract, and unit priced contract, of more than one year in duration must include wage increase language specifying that wages will be altered annually to follow the most recent publication of prevailing wage rate ([WAC 296-127-023](#)).

- Specification documents must state that workers shall receive the prevailing rate of wage. The specifications must either list all of the applicable prevailing wage rates, or else provide the URL address for L&I's [Prevailing Wage Rates for Public Works Contracts](#) with the exact wage publication date and county. NOTE: Prevailing wage rates are adjusted twice annually – usually in the spring and fall.
- Payments by the City are not allowed when contractors have not submitted an Intent form that has been approved by the L&I industrial statistician. The City may not release retainage until all contractors and subcontractors have submitted an Affidavit form that has been certified by L&I. The requirement to submit these forms should also be stated in the contract.
- Should the City fail to comply, the City can be held responsible for any unpaid prevailing wages.

****Federal Prevailing Wage Requirements**

The federal government has its own public works prevailing wage requirements, or wage decisions, established by the Davis-Bacon Act (DBA). For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates ([WAC 296-127-025](#)). This should also be stated in the bid specifications and contracts.

To look up current federal wage decisions by trade and county, see Wage Determinations Online [Selecting DBA Wage Decisions](#).



SERVICES



XII. SERVICES

The first step in successfully contracting for services is to determine the category of service that you will be contracting for, as there are distinct differences between service types and the manner of solicitation. Distinguishing between services and public work is also important, as services may have different bidding requirements.

A. Architectural and Engineering Services (A&E Services)

Professional architecture and engineering (A&E) services are services provided by any person, other than an employee of the agency, that fall under the general statutory definitions of:

- Architecture (Chapter [18.08 RCW](#))
- Engineering (Chapter [18.43 RCW](#))
- Land surveying (Chapter [18.43 RCW](#))
- Landscape architecture (Chapter [18.96 RCW](#))

Purchases of A & E Services

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price. The defining characteristic of chapter [39.80 RCW](#) is its strict insistence on qualification-based selection (QBS) of A&E professionals. In contrast to public works contracts, purchases (equipment, materials, and supplies), and purchased service contracts, an agency **cannot consider price** in the selection process for professional A&E services: it must select the most qualified firm, and then negotiate a price for the work contemplated. There are two ways to select an A&E firm based upon their qualifications:

1. Procure using a request for proposals (RFP) process. This process requires the City representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the City's MRSC architectural, landscape architectural, and engineering service roster, following the procedures of [39.80 RCW](#).
2. If the Project Manager does not choose to use the appropriate roster, then a formal Request for Qualification (RFQ) process must be followed, following the procedures of [39.80 RCW](#).

The City will negotiate a contract with the most qualified firm at a price which the City determines is fair and reasonable. In making its determination the City shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the City is unable to negotiate a satisfactory contract with the firm selected at a price the City determines to be fair and reasonable, negotiations shall be terminated, and the City shall begin negotiations with the next highest qualified firm. Forward all documentation to the City Clerk for archiving. Once a firm has been selected, the information will be provided to the Project Manager who then administers the contract process.

B. Personal Services

Services provided by independent consultants require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion. Personal services do not include architecture and engineering services.

- Examples: accountants, attorneys, consultants, graphic artists, strategic planning, studies/analysis, training, certification services

Purchases of Personal Services

1. Obtain written documentation from qualified firm(s) or individual(s) describing the proposed services, applicable fees, related qualifications, as well as the timeframe for service delivery when applicable.
2. The MRSC Consultant Roster can be used if desired.
3. Generally, no competitive bidding is needed. However, if the project includes grant funding, the grant conditions may require a competitive procurement process.
4. If a formal Request for Proposals is needed, contact the City Clerk for assistance.
5. Submit all proposals and any evaluation documents to the Project Manager who then administers contract process.
6. Generally, the more complex or expensive the project is anticipated to be the more rigorous the solicitation should be, recognizing that there are some matters that require specialized expertise that is not widely available.

C. Purchased Services

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day- to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making.

For most purchased services, the main determinant of award is price and there are no bid limits or requirements for advertising, bonds and/or retainage, or, depending on the specific facts, prevailing wages. Contractors whose work includes only observing, directing, verifying, and reporting would not have a prevailing wage requirement. There are a number of purchased services, however, that hover over that thin gray line between purchased services and public works contracting. Purchased service contracts require, on the whole, much less paperwork than public works contracts. If a particular contract is very near the gray line, the conservative approach is to consider it a public works contract.

Contact the Project Manager if there is any doubt as to if a project is a purchased service or public work.

- Examples: janitorial services, elevator or equipment inspection (but not *repair*), grounds keeping, pest control, moving services, fire extinguisher inspection, vehicle towing

L&I considers some service contracts, such as HVAC maintenance or road striping, to be public works and subject to public works bidding requirements.

Purchases of Purchased Services

1. Determine if you will procure through obtaining quotes, a formal bid, or RFP. The City Clerk must be involved in the formal bid or RFP process.
2. If obtaining quotes, request quotes from 1 or more qualified firms or individuals describing the desired services. Request prices (including prevailing wage if applicable), schedules, and qualifications.
3. Evaluate the proposals and determine the lowest responsible bidder.
4. Submit proposals and all evaluation documents to the Project Manager who then administers contract process.

D. Publication

[RCW 39.80.030](#) requires that the city shall publish in advance the city's requirement for professional services. The city may comply with this section by (1) publishing an announcement on each occasion when professional services provided by a consultant are provided by the city; or (2) announcing generally to the public its projected requirements for any category of type of professional service to create a Consultant Roster. Advertising for the Consultant Roster must be done at least once a year by MRSC on the city's behalf. The MRSC Consultant Roster will distinguish between professional architectural and engineering services as defined in [RCW 39.80.020](#) and other consulting services. Firms or persons providing consulting services shall be added to the appropriate roster at any time they submit a written request and necessary records. The city reserves the right to publish an announcement on each occasion when professional services or other consulting services are required.



MATERIALS, SUPPLIES, AND EQUIPMENT



XIII. PURCHASING MATERIALS, SUPPLIES, EQUIPMENT

(Unrelated to Public Work/Construction, Services, A&E)

At first glance, one would think there would be no trouble figuring out what purchases fall into the category of "materials, supplies, and equipment" not used in connection with a public work project or improvement. Stationery, rubber bands, fire trucks, and copy machines come to mind.

And services should also be pretty easy to identify. But sometimes the situation is ambiguous. Distinguishing between public works and materials, supplies and equipment not used in a public work is important, as different bidding requirements apply to each.

Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult the City Clerk.

A. Thresholds and Local Preferences:

City of Chehalis Contract Requirements (Revised)					
Yes = Required; No = Optional	Estimated Cost	Quotes	Formal Bids	City Manager Approval	Council Approval
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)					
	\$0-\$2,500	1+	No	No	No
	\$2,501-\$7,499	3+	No	No	No
	\$7,500+	Not Allowed	Yes	If \$15K+	If \$40K+
MRSC Vendor List	\$0-\$15,000	3+	No	No	No
	Over \$15,000	Can't use Vendor List - See bid requirements above			

All dollar limits include freight, handling, set-up cost, and appropriate sales tax.

[RCW 39.30.040](#) allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. It is the Department Head's and Division Manager's responsibility to appoint who shall make purchases for their department on the City's behalf under the respective quote limits.

B. Informal Competitive Quotes - Materials, Supplies or Equipment between \$2,501-\$7,499

1. A City representative shall make an effort to contact at least three vendors. Departments are encouraged to attempt to obtain at least one quote from a business within the City of Chehalis. The number of vendors contacted may be reduced if the item being sought

is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be documented on the Purchase Quotation Sheet (Exhibit 1)

2. Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis.
3. At the time quotes are solicited, the city representative shall not inform a vendor of any other vendor's quote.
4. A written record shall be made by the city representative of each vendor's quote on the materials, supplies, or equipment, and of any conditions imposed on the quote by such vendor.
5. It is allowable to use criteria other than cost (e.g., qualifications, available staff, delivery timelines, return policies, etc.) in making an award.
6. Award shall be made to the vendor submitting the lowest and best responsible quote.
7. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected, and the City may obtain new quotes.
8. Attach all written quotes to the invoice.

Notes:

- In the request for quotes, be sure technical information defines acceptable quality and ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, it must be re-quoted using the alternate specifications.
- The City will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- Staff may arrange on-site demonstrations or delivery of preview/trial merchandise but must keep in mind that just because you have demoed someone's product does not mean you will be able to buy it. Competition may still be required, and it must be made clear to the vendor beforehand that no preferential treatment will be given.
- Obtain freight pricing (FOB Destination, Freight Prepaid).

C. Purchases by Use of MRSC Vendor Roster – Materials, Supplies, or Equipment \$0 - \$15,000

When purchasing materials, supplies, or equipment not connected to a public works project in the amount of \$15,000 or less, the City may award purchasing contracts by a vendor list process ([RCW 39.04.190](#)). The City of Chehalis has contracted with the Municipal Research and Services Center of Washington (MRSC) for the City use of a statewide electronic vendor roster developed and maintained by MRSC.

Publication:

At least twice a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the district a notice of the existence of a roster(s) of vendors for materials,

supplies, and equipment, and shall solicit names of vendors for the roster.

To use the Vendor Roster, the Project Manager:

- Drafts a written description of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
- Makes a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or electronic solicitation quotations from the vendors for the required materials, supplies, or equipment.
- Doesn't share telephone quotation from one vendor with other vendors solicited for the bid on the materials, supplies, or equipment.
- Saves a written record of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor and documents them on the Purchase Quotation Sheet (Exhibit 1).

D. Formal Bid Process – Materials, Supplies, or Equipment \$7,500+

Unless the Vendor Roster process is used, purchases of supplies, goods, materials, and/or equipment over \$7,500 that are not part of a public work contract must call for bids using the formal bid process, with price being the primary factor in the contract award decision. Purchases of custom or specialty goods, and/or products that are subject to proprietary design or similar rights, are sometimes conducted using the Request for Proposal (RFP) process, with price performance criteria as well as price being factors in the contract award decision.

- Unless otherwise specifically approved by the City Council, all contracts relating to the purchase of materials, equipment, or supplies shall be in accordance with the city budget.
- The Project Manager notifies the Finance Department regarding any budget transfers to cover funding.
- The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #, as well as a list of potential vendors (if applicable), to the City Clerk.
- The City Clerk compiles the bid package and administers the bid process.
- An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
- Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.
- Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.
- Withdrawal of Bids - Cancellation of Awards. Bids may be modified, or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be

permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the City Manager after consulting with legal counsel.

- The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the City Clerk of the lowest responsible bidder.
- Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.
- The Project Manager determines contract award approval requirements, and if required, schedules and prepares the City Council documents.
- The Project Manager administers the contract process.

E. Lowest Responsible Vendor

The following factors, in addition to price, may be taken into account by the City in determining the lowest responsible vendor. If any or all of these criteria will be applied during the evaluation process, then they must be included in the Invitation to Bid:

1. The ability, capacity, and skill of the vendor to perform the contract
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor
3. Whether the vendor can perform the contract within the time specified
4. The quality of performance of previous contracts or services
5. The previous and existing compliance by the vendor with laws relating to the contract
6. Such other information as may be secured having a bearing on the decision to award the contract.

If recommendation for award is being made to anyone other than the lowest bidder, send a memo stating specific reasons why the low bid is not acceptable to the City Clerk for evaluation.

F. Life Cycle Costing

In considering the purchase of materials, equipment, supplies, whenever there is a reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to the City, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

G. Electronic Data Processing (Computer) and Telecommunications Equipment, Software, or Services – Comparative Negotiations

Recognizing the unique aspects of computer and telecommunication systems, the legislature established an alternative process for making such purchases. [RCW 39.04.270](#), which is available to all municipalities, allows purchases through use of an alternative competitive negotiation process rather than through competitive bidding. At a minimum, the following steps are

required:

- A. A request for proposals (RFP) must be published in a newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
- B. The RFP must identify significant evaluation factors, including price, and their relative importance.
- C. The City must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
- D. The award must be made to the qualified bidder whose proposal is “most advantageous” to the City with price and other factors considered.
- E. The City may reject all proposals for good cause and request new proposals.

The procurement may be structured on a performance basis, rather than a design specification, so that the City may specify a result, rather than the type or model of equipment.

Requisitions for electronic data processing systems shall be routed through and reviewed by the Finance Director and IT Manager for compatibility certification prior to purchase. This will allow for the appraisal of the present supply of devices and the possible elimination of an unnecessary expenditures of City funds.

H. Lease Agreements / Contracts

Lease with an Option to Purchase (or Installment Purchase)

A lease of personal (or real) property with an option to purchase may require competitive bids, depending on the type of property involved and its cost. [RCW 35.42.220](#) requires a call for bids in accordance with [RCW 35.23.352](#), if the cost of the property to be leased exceeds the amount specified in [RCW 35.23.352](#)

The cost is the total value of the item to be leased, not the yearly lease payment. From a practical standpoint, this provision probably means that every lease with an option to purchase must be bid because the limit is so low. A lease of property without an option to purchase does not require a call for bids.

Other Long-Term Lease Agreement

All long-term (more than 12-months), non-cancellable lease agreements / contracts must follow the City’s general purchases policy.

A short-term lease (12-months or less) of property without an option to purchase does not require a call for bids.

XIV. EXCEPTIONS TO THE COMPETITIVE PROCESS

The Washington State statutes ([RCW 39.04.280](#), [RCW 39.34.030](#), [RCW 39.30.045](#), [RCW 35.21.278](#)) contain exceptions to the previously discussed bidding requirements. Exceptions, when exercised, should make good business sense and be in the best interest of the city.

It is important to note that ONLY the requirement for competitive bidding or advertising is waived. It does not waive any contractual requirements, approvals, or insurance requirements.

NOTE: If you think your project or purchase falls under one of the exceptions to the bid law, think again. The bid laws are there for a reason – to try to ensure that cities get the best buy for their money. Many of the projects or purchases that a city might consider falling within exceptions are in the “gray” area of the law. If there is any doubt, the Finance Director should check with the city’s auditor.

Exemptions to the competitive bidding requirements:

- Purchases that are clearly and legitimately limited to a single source of supply
 - Licensed or patented good or service
 - Items that are uniquely compatible with existing equipment, inventory, systems, programs or services
 - Meets City standards (i.e., water meters)
 - Factory-authorized warranty services
- Purchases involving special facilities or market conditions
 - Item is of special design, shape or manufacture that matches or fits with existing equipment, inventory, systems; used items; auctions
- Purchases in an emergency
- Inter-Governmental Cooperative Purchases
- Purchases of insurance or bonds
- Pollution control facilities and some neighborhood “self-help” projects may be exempt from bidding requirements
- Cities may hire the state or county to do road projects without going out for bids

A. Brand Name and Sole Source Purchases

Brand Name Bidding

Cities may advertise for bids by specifying a particular brand name item as long as the responsible officials have exercised their judgment and determined that a certain brand name is of higher quality or is better suited to the municipality’s needs. In *Smith v. City of Seattle*, the city advertised for bids for incandescent lamps, specifying a particular brand. In a suit brought by a maker of a similar lamp, the court stated that as long as the officials involved exercised their discretion in determining that a particular brand of lamps was more desirable, the city’s procedure was proper in the absence of abuse of discretion or fraud. In this case, the fact that the city had used the specified lamps previously and they had performed satisfactorily provided

a rational basis for city authorities to limit the bid advertisement to that specified brand of lamps, and the court found no abuse of discretion. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand." Contact the City Clerk for assistance in determining and documenting the brand name need, and preparation of bidding documents.

Sole Source Purchases

A sole source is a unique exception to the City's purchasing policies. A sole source situation is when it is only feasible to obtain a good or service from one supplier or service provider.

Sole source conditions include such things as: (a) products, systems, information, or services that are subject to patent or other proprietary use rights; (b) supplies or services that only one vendor is capable of providing or authorized to provide; (c) items that are available from a single source and such items are required in order to function with existing equipment, systems, programs, or services; (d) situations where the sole source is the only practical way to meet the City's requirements or delivery deadlines; and/or (e) security requirements or information mandates that limit procurement from only a single vendor.

- Unless a specific sole source condition exists, the department/division and project manager shall follow standard competitive solicitation process.
- If there is any doubt, the department/division should pursue a competitive solicitation.
- Specifications must be expansive as possible to ensure the greatest pool of bidders to compete. There must be a clear and appropriate reason for specifications that narrow the field to a sole source.
- A late start to the project does not justify a sole source.
- Prior contracts with a vendor for work on a project is not necessarily an appropriate reason for a sole source waiver.
- The department/division making such a waiver request must document sufficient information that objectively establishes there is only a single source or that a patented or proprietary use right restriction exists. If you have used expansive specifications and find significant data that indicate a sole source, complete a [Sole Source Justification Form](#) (Exhibit 2) and submit to the Finance Director.
- Sole source waivers require a City Council resolution.
- The Project Manager will prepare the City Council documents and administer the contract process.

B. Special Market Conditions

Special Market Conditions – What Are They?

[RCW 39.04.280\(1\)\(b\)](#) provides a "special market conditions" waiver from the bidding requirements for purchases of materials, supplies, or equipment. To use this exemption, the City Council must pass a resolution stating "the factual basis for the exception".

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a

city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general's opinion on this subject, if an employee wishes to invoke "special market conditions" to waive the bidding requirements, the Project Manager and City Attorney should be consulted.

Auctions (Surplus Property)

Sometimes the City will find exactly what it needs, at a favorable price, at an auction. Obviously, seeking bids would be impossible in an auction setting. [RCW 39.30.045](#) authorizes a city to acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the state of Washington, a municipality or other government agency, or any private party, without bids, if the items to be purchased can be obtained at a competitive price. This authority, it would seem, would allow a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions. The Department Head must pre-approve an upper bidding limit, (which must be within the approved City budget), for the person doing the bidding.

C. Emergency Purchases

[RCW 39.04.280\(1\)\(c\)](#) specifically authorizes a municipality to waive competitive bidding requirements for purchases "in the event of an emergency". For purposes of this section "emergency" means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

In the event of an emergency, the City Manager may act on behalf of the City Council to declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts to address the emergency situation.

Competitive bidding may be waived subject to the following process:

1. Obtain concurrence of the Department Head or designee that a qualifying emergency requiring immediate acquisition of goods or services exists.
2. The Project Manager must inform the contractor that prevailing wage rates apply, and the paperwork will be required as soon as possible, and before payment is made.
3. Promptly notify the Project Manager of emergency situations by submitting a memo describing the situation as soon as an emergency is known.
4. The Project Manager prepares the contract and City Council documents.
5. Once approved by City Council, the Project Manager sends the contract, bonds and insurance requirements to the contractor. Work may begin without the required documents, but the executed contract must be obtained, along with an executed bond, and insurance documentation, as soon as possible, and before any payment is made.

State law requires that if a contract is awarded without competitive bidding due to an

emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract ([RCW 39.04.280](#)). If a contract is awarded without competitive bidding due to an emergency, the city council must pass a resolution during an open public meeting to declare the existence of an emergency, no later than two weeks following the award of the contract(s).

Public works and improvements emergencies (e.g., broken water main, washed-out road, sewer main break, etc.) require contract, performance bond, prevailing wages, and insurance. Local, state and federal laws do not exempt these requirements during an emergency.

D. Inter-Governmental Cooperative Purchases and “Piggybacking”

[RCW 39.34.030](#) allows the city to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an “interlocal agreement”). Contact the City Clerk for assistance through this process.

Prior to making a purchase under such an agreement, the City must ensure that the procedure used by the agency that originally awarded the bid, proposal, or contract is allowable within the city’s purchasing policy. The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

The originating agency’s procurement, advertisement, and contract documents must be saved with the City’s contract documents.

The other government’s bid process must have been conducted within the previous 12-month period to be valid for use by the City.

Approval and authority for entering into an Interlocal Corporate Purchasing Agreement will be determined by the anticipated cost of the procurement. Blanket Interlocal Cooperative Purchasing Agreements where the costs of the potential purchases are not known will be treated as purchases over \$15,000.

The City may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions.

When practical, the City should include language in its solicitations that allows other public agencies to purchase from Chehalis’ contracts, provided that other agencies provide similar rights and reciprocal privileges to the City of Chehalis.

The City Council must approve all Intergovernmental Cooperative Purchasing Agreements.

E. Pollution Control Facilities

Chapter [70.95A RCW](#), relating to pollution control facilities and enacted in 1973, may offer an important exception to bidding requirements. The term “facility” is defined to mean “any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution.” “Pollution” is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution. To exercise this exemption, the Project Manager must receive a written certification from the Department of Ecology, or applicable regulating agency, that the project is designed to abate, control, and/or prevent pollution.

F. Neighborhood “Self-Help” Projects ([RCW 35.21.278](#))

The City may contract with certain groups to do neighborhood improvement projects without regard to the competitive bidding laws. These groups include chambers of commerce, service organizations, community, youth, or athletic associations, or other similar associations located in and providing service to the immediate neighborhood. The contracting association may make park and recreation improvements, install equipment and artwork, and provide maintenance services while being reimbursed by the City for its expenses. The consideration received by the City (the improvements, artwork, etc.) must be at least equal to three times the City’s payment to the association. All payments made by the City under the authority of this section for all such contracts in any one year shall not exceed twenty-five thousand dollars (\$25,000) or two dollars (\$2) per resident within the boundaries of the City, whichever is greater.

G. State or County Construction or Repair of Streets ([RCW 47.24.050](#))

By passing a resolution, the City Council may authorize Lewis County to construct, repair, or maintain a city street. The City pays the “actual cost” of the work, with the payment being deposited in the county road fund. The state Department of Transportation may also provide engineering assistance road projects or do the actual construction. The state is reimbursed from the City’s share of the motor vehicle excise tax in the motor vehicle fund. Such agreements with the county or the state do not require competitive bids.

XV. ADDITIONAL/SPECIAL CONSIDERATIONS

When contracting anybody to do anything for the City, there are three main requirements that need to be met.

A. Certificates of Insurance

The contractor or consultant must furnish the City with a Certificate of Insurance, naming the City of Chehalis as primary and noncontributory **additional insureds with an additional attached endorsement**. Insurance requirements are determined by the City Attorney.

B. Washington State Contractor's License

It is unlawful for the City to hire *anyone* to perform public work on our property that does not have a valid State of Washington Contractor's License. If someone is not properly licensed, DO NOT HIRE THEM. You may look up a contractor to determine if they have a valid Contractor's License at:

- [Department of Labor and Industries](#)
- [Department of Revenue](#)

C. City of Chehalis Business License

A City of Chehalis business license is required consistent with City of Chehalis Municipal Code ([CMC 5.04.020](#)).

You may look up business licenses on the [Department of Revenue website](#).

XVI. DISPOSAL OF SURPLUS PROPERTY

The City has a separate policy for the disposal of surplus property. Refer to the [Fixed Asset Policies and Procedure](#) and the [Guidelines for Surplus](#) for more information.

XVII. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Legal and Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Project Manager, and declared surplus ahead of time. Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmunds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparable.

Trade-Ins may also be requested ahead of time in the Bid Specifications as a "Guaranteed Buy Back". Work with Legal if you would like to consider this option.

XVIII. SALES TAX AND USE TAX

A. Sales Tax

The City of Chehalis is not sales tax exempt. State law defines which activities are subject to the retail sales tax. Generally, all sales of tangible personal property to consumers for their own use are considered retail sales, as well as a variety of services.

Sales tax is "destination based" for shipped or delivered merchandise and is collected based on the location where the buyer receives or takes possession of the merchandise.

- Destination based tax does not apply to the sales of motor vehicles, trailers, semi-trailers, aircraft, watercraft, modular homes, manufactured and mobile homes, towing services, and florists. Sales tax is based on the seller's location even if the seller delivers the items to customers.

- Sales tax on services are coded to the location where they are performed.
- Over the counter (in person) sales are based on the location of the sale.

To look up tax rates, visit the Washington State Department of Revenue (DOR) [website](#).

B. Use Tax

Use tax is a tax on goods and certain services that are paid to the state when sales tax is owed but was not collected by the seller. For example, if the seller should have collected sales tax on the sale, or sales tax is owed because the seller is out of state and does not collect Washington sales tax, the City still owes the tax and pays it to the state in the form of use tax. Use tax is destination based.

Use tax is due if:

- Goods are purchased in another state that does not have a sales tax or a state with a sales tax lower than Washington's. For example, items purchased from a business in Oregon to be used in Washington are subject to use tax.
- Goods are purchased from someone who is not authorized to collect sales tax. For example, purchases of furniture from an individual through a newspaper classified ad or a purchase of artwork from an individual collector.
- Goods are purchased out of state by subscription, through the Internet, or from a mail order catalog company. Some of these companies collect Washington's sales tax, but if the company from which you order does not, the City still must pay use tax.
- Personal property is acquired with the purchase of real property.

XIX. FREIGHT

A. Shipping Terms

Whenever you are purchasing an item that will incur freight charges, always request that it be shipped Freight-On-Board (FOB) Destination, Freight Prepaid. What this means is that the vendor you ordered the merchandise from owns it until it reaches your door and there won't be a separate invoice for freight. If anything should happen to the merchandise during shipping, the vendor (not the City) is responsible for filing the claims with the carrier. FOB determines at what point the ownership transfers. If an item is FOB origin, the City owns the merchandise from the point of shipping while it is in transit.



Freight prepaid or collect refers to who is responsible for paying shipping charges - the city or the seller.

B. Receiving Freight

It is the responsibility of the individual who signs for the carrier's delivery receipt to properly

receive all cartons they are signing for. Anyone who accepts and signs for receipt of goods, acknowledges that the item was received and accepted as delivered.

Get what you sign for

1. Confirm the package or carton is being delivered to the proper location.
2. Verify the number of cartons, crates or pieces is correct according to quantities on the packing slip.
3. Open packages and verify order is correct.

Damaged Cartons

Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. State the specific type of damage on the delivery receipt and obtain the driver's signature (not just initials) on your copy of the receipt.

Concealed Damage

If the shipment of goods received showed no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

1. Call the carrier immediately upon discovery of the damage and request an inspection. Notate the date and the person contacted.
2. Notify the vendor to file a claim.
3. All shipping cartons should be retained for inspection on any damage.
4. When making a request for an inspection, advise the carrier whenever possible what the value of the damaged goods is. If the value is less than \$50.00, most carriers will frequently waive inspection. Indicate the person contacted on the claim form.
5. When an inspection is made, specific damages should be notated by both parties and signed by both on the inspection report. Send the report to the vendor and keep a copy for the city records.

XX. PAYMENTS

Inform all vendors to send invoice(s) to:

City of Chehalis
Accounts Payable
1321 S. Market Blvd
Chehalis, WA 98532-3619

All questions regarding payments should be directed to the city Accounts Payable office at: 360-345-3223 or by email to croberts@ci.chehalisa.wa.us

Invoices related to contracts are reviewed and approved by Project Manager

The City of Chehalis offers EFT/ACH deposit for remittances. If a vendor would like to apply they need to complete the Vendor EFT/ACH Enrollment Form which can be obtained from the Finance Department and return it to the City of Chehalis Accounts Payable.

Accounts payable checks are paid on the 15th and the last working day of each month.

XXI. APPENDICES

A. Glossary

Bid

The executed document submitted by a bidder in response to an invitation to bid (ITB), a request for proposals, or a request for quotations.

Bid Bond

A bond or deposit submitted with a bid, for a sum not less than 5% of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted.

Bidder

A person or legal entity who submits a bid in response to a solicitation.

Change Order

Work that is added or removed from the original scope of work, as agreed upon in the contract signed by City and contractor before work began. As the work proceeds, either the city or the contractor decides a change is needed to be made to accommodate unforeseen factors. Change orders can be agreed to by the Project Manager but does not obligate any party until a contract modification is fully executed.

Contract

A verbal or written, legally binding mutual promise between two or more parties.

Contract Modification

Written modification to a contract (sometimes called an amendment). A modification may include one or more change orders and must be fully executed by both parties before it obligates the contractor to render services, or the city to pay for services rendered, in excess to the original contract.

Final Acceptance

Final acceptance occurs when the City formally accepts the work as complete, and it starts the clock for releasing retainage held on the contract. The Notice of Final Acceptance cannot be issued until all requirements of the contract have been met including, but not limited to:

- Intents to Pay Prevailing Wages for the contractor and any subcontractors have been approved by the Department of Labor and Industries
- Final invoice for the project received by the city
- The Project Manager has determined the contractor has completed the required deliveries or performed the required services
- All as-builts have been received by the city

Fully Executed

A document is fully executed when all parties have agreed to the terms and conditions by

signing and dating the document and initialing any changes.

Notice of Completion

After final acceptance of any public works project over \$35,000, a public agency must file a Notice of Completion with the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD) (RCW 60.28.051). Each state agency must approve the Notice of Completion separately, at which point each agency will send a certificate of release certifying that all applicable taxes, premiums, and penalties have been paid. If DOR, L&I, or ESD report that there are unpaid taxes or fees, the agency must pay the missing amount to the state within 10 days and subtract it from the retainage (RCW 60.28.060).

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotation/Qualification (RFQ)

A document generally used for obtaining a summary of qualifications from prospective providers of professional services.

Payment Bonds

The purpose of a payment bond is to guarantee that the Contractor shall “pay all laborers, mechanics and sub-contractors.”

Performance Bonds

The purpose of a performance bond is to guarantee that the Contractor shall “faithfully perform all provisions of the contract.”

Sealed Bid

A bid which has been submitted in a sealed envelope to prevent its contents from being revealed before the deadline for the submission of all bids.

Specifications

A description of what the purchaser seeks to buy or accomplish - and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a supply or service. May also include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

B. Purchase Quotation Sheet



PURCHASE QUOTATION SHEET

Exhibit 1

Date _____ **Employee Name:** _____

Purchases from \$2,501 to \$15,000 require three (3) quotations which will become a part of the purchase request. Purchases between \$2,501 to \$7,499 requires three (3) verbal quotes and \$7,500-\$15,000 requires three (3) written quotes.

Description of Item:

Business Name:		Quote:
Contact:		Sales Tax:
Phone Number:		TOTAL

Business Name:		Quote:
Contact:		Sales Tax:
Phone Number:		TOTAL

Business Name:		Quote:
Contact:		Sales Tax:
Phone Number:		TOTAL

C. Sole Source Justification Form



Sole Source Justification Form

Exhibit 2

For purchase of products, supplies or routine services
(not for Public Works)

This form is required with all requests for a sole source determination or exception of purchasing procedures for the procurement of any equipment, supplies or services. The justifications should clearly indicate why the legally mandated competitive process required for the procurement is not practicable or possible or is not in the best interests of the City. Letters from the manufacturer of the goods or providers of the service are not, by themselves, adequate justification. The form must be complete with any attachments and must be signed by the department head.

Sole Source Purchases - Purchases that are clearly and legitimately limited to a single source of Supply: [RCW 39.04.280\(2\)\(a\)](#)

A "sole source" is characterized as meeting one or more of the following standards: (a) the City department has conducted a process whereby it can justify purchase of a specific product; (b) the City requires legitimate specifications to which only one vendor can successfully respond; or (c) the product is available only through one manufacturer (or distributor) and the manufacturer so certifies.

If, after conducting a good faith review of available resources, the requesting department manager/director determines that there is only one source of the required materials, supplies, or equipment, a purchase contract may be awarded without complying with established bid requirements.

The requesting department manager/director must submit a written request for sole source procurement to the Finance Manager for review. The vendor must also certify in writing that the City is getting the lowest offered price.

To engage in sole source bidding, the City Council must pass a resolution that states, "the purchase is clearly and legitimately limited to a single source or supply."

Describe the item and its function:

Proposed Vendor: _____

Vendor's Address: _____

Vendor Contact (Name and Phone number) _____

Estimated Cost: _____

Describe Warranty (if applicable): _____

Describe Installation (if applicable): _____

The following section is to explain why only this particular brand, product or service is suitable. Check the boxes and attach detail to make the business case for the product and service you consider to be sole source. Document a convincing case based on one or more of the following

reasons, to clearly explain why it is not possible to use an alternate. This should also rely upon the time and expense of training a new vendor to take over the contract duties, because the bid selection process will have proper ways of factoring that element into the award decision.

- [] Proprietary. The item is licensed, patented, or copyrighted with only vendor. Why is this particular licensed or patented product the only one suitable for your purpose?
- [] Comparability: The purchase is for replacement parts or components of existing equipment, inventory, systems, data, programs, or services. Provide the business case for the standard and attach a copy of the standard if it is written.
- [] Authorized Service Provider, Repair and/or Warranty Services: The Vendor is either a factory authorized warranty service provider or else that particular Vendor is required for Warranty services according to the conditions of a current City Contract. The purchase is for technical service in connection with the assembly installation or servicing of equipment of a technical or specialized nature.
- [] Continuation of work. We now require additional work, additional item or additional service, but we did not know it would be needed when the original order was placed.
- [] Unique design: Requires unique features that are essential aesthetic requirements, or not practical to match to the existing design or equipment, such as artwork. Describe.
- [] Special Bargain: This might include a surplus item, an auction sale, used equipment, returned "open box" purchase, or other similar one-time bargains. Describe.
- [] Delivery Date: Only one supplier can meet required delivery date. Explain why this delivery date is essential. This can only be used in limited circumstances, for delivery deadlines that are the result of an unanticipated situation, and not a circumstance that could have been reasonably anticipated or averted by advance City planning.
- [] Project or Research Continuity: Product, systems, services, or data must comply with an ongoing project, research, data, testing or analysis without a compromise in the integrity of the project. Also, this should be a situation that cannot be replicated by another company because there is a legal or physical obstruction to disclosing the project information to allow another company the opportunity to replicate. Examples include situations where a company has legal and/or proprietary rights to customization such as software code, or to data; or testing or data is collected through a unique measuring instrument that cannot be accurately duplicated and offered by another vendor.
- [] Requirement by Funding Source: Lender, grantor (such as Federal Government) or other provider of funds requires the specific product, service, or system. Attach a copy of the document that clearly shows such a requirement is imposed by the funding source.
- [] Legal Monopoly: Only one supplier, such as electricity, water, or sewage.
- [] Other. Describe

Why is this the only company that can provide the sole source project or service? The previous section explains why a particular product, manufacturer or service is necessary. The section below discusses why the company you request is the only available company.

1. What necessary features does this vendor provide which are not available from other vendors? Be specific.

2. What steps were taken to verify that these features are not available elsewhere?
 - Other brands/manufacturers were examined (list phone numbers and names, and explain why these were not suitable)
 - Other vendors were contacted (list phone numbers and names, and explain why these were not suitable)
 - Other (please explain)

3. Will this purchase obligate the City to a particular vendor for future purchases? Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will the City need more "like" items in the future to match this one?

4. Explain why the price for this purchase or service is considered to be fair and reasonable and what efforts were made to the best possible price for the taxpayers' dollars?

5. Explain the consequence(s) to the City or Public, including a dollar amount estimate of the financial impact, if this justification is not approved.

I certified that my department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have been taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signed: Requester	Date
Signed: Department Director or Designee	Date
Reviewed by: Finance Director or Designee	Date
Approved by: City Manager	Date

D. Check List for Small Public Works Projects



Exhibit 3

Check List for Small Public Works Projects \$350,000 or Less

(This Check List should be used (in sequential order) for all public work excluding ordinary maintenance items)

Project Name: _____

Start Date: _____

- Develop specification and/or scope of work in compliance with standards specifications manual; include prevailing wage, performance and payment bonds, E-Verification, and retainage requirements
- Send specifications and scope of work to at least five (5) contractors listed on the Small Works Roster for projects over \$49,999; and to at least three (3) contractors for projects under \$50,000.

Contractor Name	Phone	Email	Date Contacted	Date Received	Bid Amount

- Document all responses, even non-responses, with date contacted and date received; allow 7 to 14 days for response time for projects over \$49,999
- Award Project to the lowest responsible bidder: _____
- Notify all contractors that were not selected of bid results for projects over \$49,999
- Draft Contracts in compliance with standards specifications manual; include prevailing wage, performance bonds, E-Verification, and retainage requirements
- Have City Manager execute contract agreements
- Obtain L&I Intent to Pay Prevailing Wages Form from Contractor; Alternate process may be used for projects under \$2,500 (Combined Intent & Affidavit Form)

- Obtain Performance Bond (For projects under \$150,000, 10% retainage can be used in lieu of Performance and Payment Bond at the contractor's request and approved by the City Attorney)
- Obtain Certificate of Liability Insurance from Contractor
- Verify Contractor has obtained all applicable and required permits
- Issue Notice to Proceed
- Inspect work and materials to ensure it has been completed per the specifications and scope of work
- Obtain invoice to include sales tax
- Process invoice for payment and prepare retainage voucher
Retainage is 5% (10% if no Performance Bond was obtained for projects under \$150,000)
- Send Notice of Completion to Department of Revenue for projects over \$35,000
- Obtain L&I Affidavit of wages paid from contractor, or off of the L&I website
- Obtain Department of Revenue Payment of Excise Taxes by Public Works Contractor
(Projects over \$35,000)
- Obtain Employment Security Department Certificate of Payment of Contributions, Penalties, and interest on public work contracts over \$35,000
- Obtain L&I release for payment on workers' comp. insurance premiums on projects over \$35,000
- Release and pay retainage
- Close and file project per the Washington Secretary of State Records Retention Manual

E. Contract Agreement (all Public Works Contracts)

Exhibit 4

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT dated the _____ day of _____, _____, by and between the **CITY OF CHEHALIS, WASHINGTON**, (hereinafter called **OWNER**) and _____ (hereinafter called **CONTRACTOR**). **OWNER** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated. The Work is generally described as follows:

Article 2. PREVAILING WAGE REQUIREMENT.

This is a public works project and requires that prevailing wage be paid as governed by Chapter 39.12 RCW – Prevailing Wages on Public Works, regardless of the contract amount.

Each individual contractor and subcontractor on a public works project must individually file a “Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid” with the Washington State Department of Labor and Industries for each contract. **CONTRACTOR** and subcontractor must provide **OWNER** with compliance documentation.

Article 3. CONTRACT AGREEMENT PRICE.

OWNER shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Agreement equal to the amounts determined:

Bid/Quote Amount \$ _____
Sales Tax _____
TOTAL \$ _____

CONTRACTOR ACCEPTANCE

By: _____
Title: _____
Date: _____
CITY OF CHEHALIS
By: _____
Title: City Manager
Date: _____

Quick Reference Guide to Public Works Contracting

Competitively Bid Public Work Projects **

- Over \$350,000 (But can be for smaller projects) *Note RCW (1 craft \$75.5K+; 2+ craft \$116,155+, unless using small works roster process)
- Formal Advertisement Required (13 days before bid opening)
- Bid Bonds Required
- Sealed Bids Required
- Public Bid Opening Required
- Formal Award Required
- Performance and Payment Bonds Required (RCW: may be waived with 10% retainage if \$150K or less)
- Retainage Required (RWC: 5%, or 10% with Bond Wavier if \$150K or less)
- Payment of Prevailing Wages Required

Small Works Roster Projects **

- \$350,000 or less
- No Advertisement Required, Just Notice to Appropriate Contractors on the Small Works Roster
- Bid Bonds Optional
- Electronic, Faxed or Telephone Quotes Allowed
- Informal Quote Opening(s)
- Award Can Be Delegated
- Performance and Payment Bonds Required (RWC: can be waived if \$150,000 or less with 10% retainage)
- Retainage Required (RCW: 5%, or 10% with Bond Waiver if \$150K or less)
- Payment of Prevailing Wages Required

Limited Public Work Projects (Using Small Works Roster) **

- Under \$50,000
- No Advertisement Required, Just Notice to Appropriate Contractors on the Small Works Roster
- Bid Bonds Optional
- Electronic, Faxed or Telephone Quotes Allowed
- Informal Quote Opening(s)
- Award Can Be Delegated
- Performance and Payment Bonds Can Be Waived, with 10% retainage.
- Payment of Prevailing Wages Required

Emergency Contracts

- Under RCW 39.04.280(1) (But Read Parts 2 & 3)
- No Advertisement Required
- Bid Bonds are Impractical
- Electronic, Faxed, or Telephone Quotes Allowed
- Informal Quote Opening(s)
- Award Can be Delegated
- Performance and Payment Bonds Can Be Waived, But Not Recommended
- Retainage May Be Waived.
- Payment of Prevailing Wages Required

Professional Services Contracts

- No Competitive Bid Required – See page30 of Procurement Policy for requirements and selection process

Architectural & Engineering Services Contracts

- Advertisement to Request Qualifications Required – See Page 28--29 of Procurement Policy for requirements and selection process**

G. Check List for Inter-Governmental Cooperative Purchase and “Piggybacking” (Exhibit 6)

This resource was developed by the Center for Government Innovation of the Office of the Washington State Auditor. You may send questions, comments, or suggestions to Center@sao.wa.gov.

Checklist item	Yes/no
1. Have you evaluated all procurement options and determined piggybacking is the best viable option for the procurement?	
2. Have you obtained and reviewed for the original bid award?	
2a. Did the awarding entity handle the procurement process itself? (You cannot piggyback on a contract that is already a piggyback on another.)	
2b. Does the solicitation and contract allow for others to use the bid award (i.e., contain an assignability clause)?	
2c. Does it include the goods or service sought?	
2d. Is the contract active and will it be open for the period desired (including renewal options), and is the option for piggybacking valid, if applicable?	
2e. Do the quality, specifications or deliverables meet expectations?	
2f. Have you evaluated the effect of or drawback to any changes or options it would like, but that this procurement method would not provide for?	
2g. Is the price reasonable when compared to a cost or price analysis?	
3. Does the City qualify to piggyback on this contract and not have to comply with the City’s own bidding requirements	
3a. Is the awarding entity considered a “public agency” under RCW 39.04.020?	
3b. Did the public agency follow its own bid requirements and complete a proper evaluation of bids?	
3c. Was the notice of bid or solicitation posted on a website of a public agency, purchasing cooperative or similar service provider website, for purposes of posting public notice of bid or proposal solicitations; or was an access link provided on the state’s web portal to the notice?	
3d. Was documentation obtained to support that the bid process and various requirements were met? Retain records for your files.	
3e. Are you planning to use federal funds? If using federal funding, you must demonstrate the bid met the most restrictive of your state, local or federal bid requirements. See the federal section below for more details.	

4. If the City does not qualify under step 3 above, have you evaluated whether the bid meets the City's requirements?	
4a. Did the awarding entity follow its own bid requirements and complete a proper evaluation of bids?	
4b. Was the bid advertised in accordance with the awarding entity's requirements and notice posted on its website?	
4c. Does the bid award also adhere to the City of Chehalis's procurement requirements?	
4d. Was documentation obtained to support the bid process and various requirements were met? Keep records for your files.	
5. If using federal funds, did you ensure all federal procurement requirements are adhered to?	
5a. Does the awarding entity's procurement process comply with the most restrictive of the Washington state's, City of Chehalis', or federal procurement requirements?	
5b. Did you ensure compliance with suspension and debarment requirements before entering into a contract with the vendor (do not rely on the awarding entity)?	
5c. Did you consider any specific guidance the federal agency might have, including contacting your grantor if needed?	
5d. Does your draft or proposed contract with the vendor include required contract language such as for the Davis Bacon Act/prevaling wages?	
6. Did the City enter into an interlocal agreement or contract with the awarding entity after completing the steps above?	
6a. Did you ensure any interlocal agreement meets legal requirements under RCW 39.34.030 ?	
6b. Does the City have an active contract with the awarding agency for using a cooperative?	
6c. If relying on a membership agreement in place of an interlocal agreement, did you ensure it met applicable requirements?	

H. Matrix of Contract Requirements

City of Chehalis Contract Requirements (Revised)

Yes = Required; No = Optional	Estimated Cost	Quotes	Formal Bids	City Manager Approval	Council Approval	Advertisement & Formal Bid Opening	Bid Bond	Performance / Payment Bonds	Retainage	Intents & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works												
Single Trade or Craft	\$0-\$75,500	1+ verbal (if under \$15K), 3 Written if \$15K+	No	If \$15K & Over	If \$40K+	No	No	Yes, or Waiver with 10% Retainage	5% or 10% with Bonds Waiver	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not Allowed	Yes	Yes	Yes	Yes - 13 Days Before Bid Opening	Yes, 5% of Bid	Yes, or Waiver with 10% Retainage if \$150K or less	5%, or 10% with Bonds Waiver if \$150K or less	Yes	Yes	Yes
Multi Trade or Craft	\$0-\$116,155	1+ verbal (if under \$15K), 3 Written if \$15K+	No	If \$15K & Over	If \$40K+	No	No	Yes, or Waiver with 10% Retainage	5% or 10% with Bonds Waiver	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$116,156+	Not Allowed	Yes	Yes	Yes	Yes - 13 Days Before Bid Opening	Yes, 5% of Bid	Yes, or Waiver with 10% Retainage if \$150K or less	5%, or 10% with Bonds Waiver if \$150K or less	Yes	Yes	Yes
Using MRSC Small Works Roster	\$0-49,999	Minimum of 3 quotes requested	No	If \$15K & Over	If \$40K+	No	No	Yes, or Waiver with 10% Retainage if \$150K or less	5% or 10% with Bonds Waiver	Yes	Yes	If \$35K+
	\$50,000-\$249,999	On All Roster list or 5+ requested	No	Yes	Yes	No	No	Yes, or Waiver with 10% Retainage if \$150K or less	5%, or 10% with Bonds Waiver if \$150K or less	Yes	Yes	Yes
	\$250,000-\$350,000	5+, must notify all contractors on the roster list	No	No	Yes	No	No	Yes	5%	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirement above										
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)												
	\$0-\$2,500	1+	No	No	No	No	No	No	No	No	No	No
	\$2,501-\$7,499	3+	No	No	No	No	No	No	No	No	No	No
	\$7,500+	Not Allowed	Yes	If \$15K+	If \$40K+	Yes, No Min # of Days	No	No	No	No	No	No
MRSC Vendor List	\$0-\$15,000	3+	No	No	No	No	No	No	No	No	No	No
	Over \$15,000	Can't use Vendor List - See bid requirements above										
Personal Services												
May Use MRSC Consultant Roster	Any Amount	1+	No	If \$15K+	If \$40K+	No	No	No	No	No	No	No
Purchased Services												
	Any Amount	1+	No	If \$15K+	If \$40K+	No	No	No	No	Possibly*	No	No
* Janitorial Service contracts require I&A. Must receive an Intent before the first payment and receive an Affidavit before the final payment for the service contract period.												
Architectural and Engineering (A/E) Services												
	Any Amount	Both a RFQ and RFP Required - No Quotes or Bids Allowed	No	If \$15K+	If \$40K+	Yes, No Min # of Days	No	No	No	No	No	No
May Use MRSC Consultant Roster	Any Amount	RFP Required - No Quotes or Bids Allowed	No	If \$15K+	If \$40K+	No	No	No	No	No	No	No

NOTE: All Contracts and Agreements must be excuted by the City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Glenn Schaffer, HR/Risk Manager

DATE: January 9, 2023

SUBJECT: Proposed 2023–2025 Teamsters 252 Non-Commissioned CBA

ISSUE

The Non-Commissioned Union is a new group in 2023 and consists of police and court employees that were previously included in the City’s Teamsters Non-Uniform Personnel Group. The Collective Bargaining Agreement (CBA) that previously included what is now the Teamsters 252 Non-Commissioned Personnel and the City expired on December 31, 2022. The City’s negotiating team has been working with the Union to negotiate the terms of a new agreement for several months.

DISCUSSION

The City’s negotiating team started meeting with representatives of Teamsters to discuss the positions for each side in August of this year. Several issues were brought to the table, to include wages, health care, management rights, pension contributions, scheduling, clothing and equipment, and disciplinary action, just to name a few. These negotiations took place during a time of high inflation, which varied between from 8.1 % to 10.1 % from February 2022 through October 2022 according to the Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue. In the most recent CPI-U for October 2022, inflation was 8.9% higher in October 2022 than in October 2021.

The 2023-2025 proposed CBA between the Teamsters Non-Commissioned and the City includes the following more significant changes and updates:

- Minor changes were made to several of the sections to update the effective dates, clarify language and procedures and update legal terms. These sections include the omission of specific job opening advertising requirements; procedures regarding cashing out of vacation leave, restrictions to receiving donated sick leave, and clarification on working out of class and discipline, and defining the standard work week to allow for alternative schedules.
- Section 8.1 outlines the accrual rates of annual leave based on years of service and was previously capped at 20 years and 16 hours per month. One increment was added to provide a 21+ year employee who will now earn 17 hours of leave per month.
- Section 8.3.3 changes the employee’s medical premium contributions from a fixed rate to percentage based. The percentages employees will contribute to their health premiums are established as 5% for 2023, 5.5% for 2024 and 5.75% for 2025.

- Appendix A, A.1, Compensation, Effective December 25, 2022, employees shall receive a 7% base wage increase above their 2022 base wages.
 - Effective December 25, 2023, all employees shall receive a base wage increase based upon the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bellevue (June 2022 – June 2023), minimum of 3.5% and maximum of 5%.
 - Effective December 25, 2024, all employees shall receive a base wage increase based upon the CPI-W, Seattle-Tacoma-Bellevue (June 2023 – June 2024), minimum of 3.5% and maximum of 5%.

The City has received the ratified contract from Teamsters Local 252.

FISCAL IMPACT

The proposed CBA will increase the 2022 base wages of the represented employee by 7% in 2023, 3.5 to 5% in 2024, and 3.5 to 5% in 2025.

The City's Preliminary Proposed Budget includes a 4% increase for salaries and wages for all employees, so an amendment will be needed in early 2023 to include the additional costs associated with the contract.

RECOMMENDATION

It is recommended that the City Council approve the 2023-2025 Collective Bargaining Agreement between the City and the Teamsters Local 252 (Non-Commissioned) and authorize the City Manager to execute the related documents.

SUGGESTED MOTION

Move to approve the 2023-2025 Collective Bargaining Agreement between the City and the Teamsters Local 252 (Non-Commissioned) and authorize the City Manager to execute the related documents.

**COLLECTIVE BARGAINING
AGREEMENT**



BETWEEN

TEAMSTERS UNION LOCAL #252

**(Representing Police Department Non-Commissioned Employees and Municipal
Court Employees)**

AND

City of Chehalis

January 1, 2023 – December 31, 2025

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ARTICLE 1 PREAMBLE

1.1 Introduction

1.1.1 For the purpose of collective bargaining the City of Chehalis, shall hereafter be referred to as the "Employer", and Teamsters Local 252 shall hereafter be referred to as the "Union".

1.2 Purpose

1.2.1 Subject to law and the paramount consideration of service to the public, employee/management relations should allow employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

1.2.2 Effective employee/management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the City of Chehalis, within the spirit of the Public Employees Collective Bargaining Act, to establish basic understanding relative to personnel and to provide means for amicable discussion and adjustment of matters of mutual interest.

ARTICLE 2 RECOGNITION

2.1 Scope of the Bargaining Unit

2.1.1 For the purpose of collective bargaining with respect to wages, hours, and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of the Police Department Non-Commissioned and the Municipal Court employees of the City of Chehalis that hold non-exempt positions as determined by agreement of the Employer and the Union or by PERC hearing.

ARTICLE 3 UNION SECURITY

3.1 Union Dues

3.1.1 The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees during the employees' regular work hours. The Union will explain that it is designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents in writing to joining the Union may the Union collect dues/assessments. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.

3.1.2 It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as:

serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

3.1.3 For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

3.1.4 Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee shall provide an electronic or hard copy of the authorization to the other party within 10 days of the employee executing the document.

3.1.5 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.

3.1.6 The Union agrees to indemnify and hold the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, 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. [If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

3.2 D.R.I.V.E.

3.2.1 The Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who voluntarily provide written authorization for deductions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E) political action committee.

3.2.2 D.R.I.V.E shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage.

3.2.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check.

3.2.4 Employees may revoke their consent for D.R.I.V.E deduction at any time pursuant to the same process set forth in Section 3.2.1 above.

ARTICLE 4 EMPLOYEE DEFINITIONS

4.1 Regular Full-Time Employee

4.1.1 An employee regularly scheduled to work an average of 173.3 hours per month.

4.2 Regular Part-Time Employee

4.2.1 An employee regularly scheduled to work less than an average of 173.3 hours per month, based upon an annual basis and who is not a seasonal/temporary or non-regular employee.

4.3 Temporary Employee

4.3.1 Temporary employment for any one (1) employee shall not exceed one thousand forty (1040) compensable hours in any one (1) calendar year.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 Customary Functions

5.1.1 The Employer retains, except as limited by an express provision of this Agreement, its right to exclusively and unilaterally manage and operate its departments.

5.1.2 Except as limited by an express provision of this Agreement, the Employer is hereby released from any obligation it otherwise may have to bargain its decision, and the impacts and effects of its decision on employees, even if the decision changes the status quo or past practice, if the subject matter of the decision concerns operation and management of the workplace.

5.1.3 Operation and management of the work place includes, but is not limited to, the following: planning, directing, scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, and time off from work; the assignment of work; the introduction of new equipment, and the use of volunteers, contractors, and other non-employee labor.

5.1.4 All employees shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate supervisors.

5.1.5 Where this Agreement is silent on any issue, the provision(s) in the City of Chehalis Employee Rules and Regulations shall control. If both the City of Chehalis Employee Rules and Regulations and this Agreement are silent on any issue, the decision of the City Manager shall

control. This in no way restricts the employee's right to pursue a civil action against the City in a court of competent jurisdiction.

5.2 Performance Standards

5.2.1 All employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in cost savings or improved service to the public.

5.2.2 Employees shall abide by all laws and regulations which govern the performance of their duties and shall perform their duties as reasonable, prudent persons.

ARTICLE 6 EMPLOYMENT POLICIES

6.1 Non-Discrimination

6.1.1 The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, gender, national origin, religious belief, marital status, Union activity not prohibited by the terms of this Agreement, or mental or physical disability, sexual orientation (including gender identity and gender expression), honorable discharged military status, or any other classification protected by applicable law.

6.2 Military Leave

6.2.1 Military leave shall be governed by State and Federal Law.

6.3 Jury Duty and Court Time

6.3.1 Employees shall be allowed time off without loss of pay for serving on jury duty. Employees shall return to work as soon as practical after they are excused by the Court.

6.3.2 If any employee is subpoenaed or caused to appear in court by the Employer or by the City or County Prosecutor's office for the purpose of providing, on behalf of the calling party, testimony on facts or events arising out of the employee's employment with the Employer, all mandated court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. If the employee is called by a party other than the Employer or the City or County Prosecutor, the employee shall be solely responsible for making compensation arrangements with the party who called him, and the time in Court attendance shall not be paid by the Employer; however, the employee may use, subject to compliance with employee leave procedures, accrued annual leave or take compensatory time for such court attendance, or take time off without pay.

6.4 Leave of Absence

6.4.1 A leave of absence is a privilege the City may extend to qualified employees for specific periods of time under certain circumstances. It allows an employee to take time off from work

for non-medical personal reasons. All such leaves are taken without pay and no benefits are earned while on such leave. A request for a leave of absence must be submitted in writing to the Employer at least seven (7) days prior to the anticipated leave. The city reserves the right to approve or deny any leave requested. Employee on leave may return early from leave if they notify the Employer seven (7) days in advance. Failure to return from leave on or before the agreed-upon date may result in termination. All vacation benefits and compensatory time must be exhausted prior to a grant of personal leave of absence.

6.4.2 All medical leaves of absence shall comply with the requirements of the Family Medical Leave Act (FMLA).

6.5 Liability

6.5.1 Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.

6.6 Work Stoppage

6.6.1 Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

6.6.2 Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation Section 6.6.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

6.6.3 The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

6.6.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

6.7 Personnel Files

6.7.1 An employee shall have the right to inspect his or her personnel file with Employer supervised inspection. Arrangement for such access shall be made upon mutual convenience of the Employer and the employee. In no event shall the employee unilaterally remove or modify the content of such file. No material of a disciplinary or evaluation nature shall be placed in an employee's Personnel File without the employee being provided with a copy of such entry, and the opportunity to attach a rebuttal to the documentation.

6.8 Safety

6.8.1 It is the Employer's policy to prevent accidents and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards. The Employer and employees are responsible for assuring safe working conditions and compliance of safety standards of each work site.

6.8.2 The Employer and employees shall guard the safety of themselves, their fellow employees and the public. Employees shall observe all safety practices governing their work. Employees are encouraged to offer safety suggestions and contribute to a safer working environment.

6.8.3 It is the employee's responsibility to learn the safety regulations applicable to his/her job. The employee is also responsible for use of safety equipment and/or personal protective equipment, as set forth by regulations at all times necessary and at the direction of the supervisor. New employees shall receive a list of applicable City and departmental safety rules, regulations and procedures as part of their orientation to the department. Failure to comply with the responsibilities of such safety rules, regulations and procedures shall be grounds for disciplinary action, up to and including termination.

6.9 Promotions

6.9.1 In the case of promotional appointments or transfers, employees shall have a probationary status of six (6) months. Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his/her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from a promotional or changed position, at the sole discretion of the Employer during the employee's six (6) month probationary period, may be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

6.10 Mileage Reimbursement

6.10.1 An employee who voluntarily and with Employer approval utilizes their personal vehicle for City business shall be reimbursed for mileage at the rate established by the Internal Revenue

Service. Employees who are authorized to utilize their personal vehicle shall be required to carry minimum insurance liability requirements as required by State law.

6.11 Job Descriptions

6.11.1 The Employer shall be required to provide current or modified job descriptions, where available, for each employee classification of the department to the Union and affected employee(s). Any change to current job descriptions shall be forwarded to the Union prior to implementation. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

6.12 Union/Employer Relations

6.12.1 All collective bargaining with respect to wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. During the time when the provisions of this Agreement are in force and effect, negotiations pursuant to Article 15.1., the Savings Clause and/or Article 17.1., the Termination/Reopener shall be as follows:

6.12.2 Scheduling: Unless altered by mutual agreement, negotiations shall be scheduled in order that the negotiation time shall occur during the normal workday.

6.12.3 Union Officials Time Off: The Union, through its represented employees, shall be allowed, and granted time off to attend a pre-arranged meeting with Employer representatives provided:

6.12.4 They notify their supervisor(s) in writing at least forty-eight (48) hours prior to the time off period being requested;

6.12.5 The Employer grants permission and is able to properly staff the employee's job duties during the time off period;

6.12.6 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee(s) not taken time off; and

6.12.7 Employees shall not work on Union business while on shift, except as otherwise scheduled and approved.

6.12.8 On an advance request basis, the Union, on behalf of any particular employee, may request a Union business leave of absence for such employee. Such request shall be subject to granting or denial at the sole discretion of the department head. Under no circumstances shall the Employer be responsible for paying any mileage or any other expenses on behalf of the Union for such employee. Such leave, if granted, shall be for a specific duration and shall not constitute a debit against annual leave or sick leave.

6.12.9 The Employer shall provide suitable bulletin board space for the posting of official

notices of a non-controversial nature relating to local Union business.

6.13 Pay day

6.13.1 The normal payday for all employees shall be the last working day of the month. The Employer shall include on the paycheck information boxes the amount of accrued sick leave and vacation.

6.13.2 For the purpose of calculating overtime, sick leave, annual leave, compensatory time or any other factor that may influence or adjust the amount of pay, the pay period shall be from the twenty-fifth (25th) day of the previous calendar month to the twenty-fourth (24th) day of the current month. Overtime earned or any other activity that would influence or impact the amount of pay, that occurs between the twenty-fifth (25th) day of the month and the last day of the month, shall be paid at the pay date following the month in which such overtime was earned or such other influencing activity occurred. For the purpose of this Section, "working day" shall mean a day City Hall is open for business.

6.14 Bargaining Unit Work

6.14.1 It is the policy of this Employer and the Union that an exempt position shall not regularly engage in the performance of work generally to be Union bargaining unit duties. On occasion an exempt employee, by reason of emergency, isolated expediency, and/or job interrelationships is permitted to perform such bargaining unit work.

6.14.2 When a new job classification is created, the Employer shall notify the Union of the creation of such classification.

6.15 Personal Protection Equipment & Clothing

6.15.1 The Employer shall furnish personal protective equipment to employees, on an as-needed basis as determined by the Department Director or Supervisor. Such personal protective equipment and/or gear shall be replaced on an as-needed basis as determined by the Department Director or Supervisor. Such personal protection equipment or gear shall be the property of the Employer. Any personal protective equipment that is being replaced by the Employer shall be turned over to the Department Director, Supervisor, or designee prior to the new equipment being issued.

6.15.2 Upon separation of employment (regardless of the reason for separation), employees shall return all apparel issued to the employee by the Employer.

6.16 Departmental Rules, Regulations & Procedures

6.16.1 Each department head may establish departmental rules, regulations, policies and/or procedures. Such departmental rules, regulations, policies and/or procedures shall be in harmony with the provisions of this agreement and shall be binding upon the employee. Failure to comply with any such departmental rules, regulations, policies and/or procedures shall be grounds for

disciplinary action, up to and including termination.

6.16.2 A copy of the current rules, regulations and procedures of each department shall be on file with each respective department.

6.16.3 If any departmental rules conflict with the provisions of this agreement the provisions in this agreement shall take precedent.

6.16.4 Proposed changes to departmental rules, regulations and/or policies shall be provided to the Union as soon as reasonably possible prior to the proposed implementation date.

6.16.5 The Employer may, in its discretion, decide to provide employees with non-disciplinary verbal coaching and counseling and/or written memorandum of non-disciplinary coaching and counseling to address low level performance issues. None of the foregoing types of non-disciplinary action are subject to the grievance procedure contained in Article 13 of this agreement.

ARTICLE 7 COMPENSABLE HOURS

7.1 Hours of Work

7.1.1 Standard Work Week: Employees shall start work at a time designated in advance by the Department Director and/or Supervisor, and shall work eight (8) hours per day, not including lunch, Monday through Friday. This eight (8) hour work period shall include traveling time from the starting work station to any other later assigned or directed work point and return time to the starting work station. The usual standard work day shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m. except, start times may be outside these hours by mutual agreement with the affected employee.

7.1.2 Alternative Work Week: The Department Director and/or Supervisor may establish an alternate work schedule such as a four (4)-day work week, ten (10) hours per day, work schedule, or an alternating four (4) and five (5)-day work week, nine (9) hours per day, work schedule, for his/her department for any work group or portion of a work group, subject to the following terms, conditions, and parameters:

- a)** Such work period shall still result in 40 total regular work hours per seven (7) day designated work week. The Employer shall have the authority to establish the seven (7) day designated workweek as it deems appropriate (and consistent with the requirements of applicable law) in order to effectuate an alternative work schedule under this Section 7.1.2.
- b)** The Department Director and/or Supervisor shall give the Union at least one week's notice of intent to enact an Alternate Work Schedule. The Union shall also be provided at least one week's notice of intent to terminate an Alternative Work Schedule.
- c)** The standard Alternate Work Schedule workday shall not commence prior to 6:00 a.m. and shall not end after 6:00 p.m. of each workday.

d) If an employee is permitted to work an alternative schedule under this Section 7.1.2, recognized holidays under this Agreement will be handled as follows:

(i) For employees working a Monday through Thursday schedule: If the holiday falls on a Friday or Saturday, the employee's regularly scheduled day off will be Thursday and the employee will take the holiday on Friday.

(ii) For employees working a Tuesday through Friday schedule: If the holiday falls on a Sunday or Monday, the employee will take the holiday on Monday and the employee's regularly scheduled day off will be taken on Tuesday.

e) Subject to complying with the conditions and restrictions set forth above, the Employer may place or not place any particular sub-group on an alternative work schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on an alternate work schedule(s); provided, that if any bargaining unit member of a subgroup is placed on an alternate work schedule, then all bargaining unit employees within sub-group shall also be placed on an alternate work schedule, unless the Employer, the Union and the affected employee agree to retention of the affected employee on a five eight (5/8) schedule.

7.2 Overtime

7.2.1 Overtime shall require authorization of the Department Director and/or Supervisor.

7.2.2 Overtime pay allowances to employees shall be as follows: All work performed in excess of the number of hours in a regular or assigned work day as assigned by the Department Director and/or Supervisor and authorized in Article 7 of this Agreement, or forty (40) hours in the employee's respective designated workweek, and Saturday and Sunday work shall be paid at one-and-one-half (1½) times the regular rate of pay. All worked performed on holidays shall be paid at one-and one-half (1½) times the regular rate of pay, plus the regular rate of pay.

7.2.3 An employee shall be paid at the overtime rate for all time worked prior to his/her standard workday starting time, unless the Employer provides at least one (1) working day advance notice of change of starting time.

7.3 Compensatory Time Off in Lieu of Pay

7.3.1 Compensation for overtime work may be granted in the form of compensatory time off, which accrues at the rate of one-and-one-half (1½) of the actual hours of overtime worked. The employee shall make the choice to be compensated in the form of pay or compensatory time off. However, the Department Director and/or Supervisor may deny compensatory time requests and impose overtime payment, if compensatory time off is not practical.

7.3.2 Compensatory time off shall be paid at the employee's current rate of pay. Compensatory time off may be taken only after the employee has received authorization from the Department Director and/or Supervisor. Subject to the approval of the Employer the employee may cash-out

compensatory time accrued by making such notation on their time sheet. Cash out of compensatory time shall be at the employee's current rate of pay.

7.3.3 Compensatory time may be accumulated to a maximum of eighty (80) hours which may be carried over from year to year. The Employer at its sole discretion may allow an employee to accumulate hours in excess of the eighty (80) hour cap.

7.3.4 Upon termination, all unused compensatory time shall be paid at the employee's current rate of pay.

7.4 Call Time

7.4.1 Call time shall consist of "Call In" and "Call Back." Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the standard workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

7.4.2 Call In and Call Back shall be compensated at time and one-half (1½) for all time worked, with a minimum of two (2) hours pay.

7.4.3 Contact Calls: An employee who is contacted while off duty to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at time and one-half (1½) for calls of fifteen (15) minutes or less duration. For calls which are in excess of fifteen (15) minutes the employee shall be compensated for two (2) hours at time and one-half (1½).

7.5 Rest and Meal Breaks

7.5.1 Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes commencing no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.

7.5.2 Each employee shall be allowed a paid rest period of fifteen (15) minutes in duration, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the morning and afternoon work periods. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

7.5.3 In the event an employee is required to work overtime service in excess of three (3) consecutive hours without a break he/she shall be entitled to an additional one-half (½) hour of overtime compensation.

7.5.4 In the event an employee is required to work unscheduled overtime in excess of five (5)

consecutive hours he/she shall be entitled to a meal, to a maximum cost of fifteen dollars (\$15.00) provided at the expense of the Employer.

ARTICLE 8 EMPLOYEE BENEFITS

8.1 Annual Leave

8.1.1 All regular full-time employees shall accrue, on a monthly basis, vacation in accordance with the following schedule:

Completed Years of Service	Accrual Rate Hours Per Month	Annual Hours of Accrued Vacation
0-1	7.33	88
1	7.33	88
2	8.00	96
3	8.66	104
4	9.33	112
5	10.00	120
6	10.00	120
7	10.66	128
8	11.33	136
9	12.00	144
10	12.66	152
11	13.33	160
12	13.33	160
13	14.00	168
14	14.00	168
15	14.66	176
16	14.66	176
17	14.66	176
18	15.33	184
19	15.33	184
20	16.00	192
21	17.00	204

8.1.2 A regular part time employee who is employed on a regular schedule shall accrue annual leave with pay pro rata.

8.1.3 Annual leave shall be used and charged in minimum one-quarter (1/4) hourly increments. Annual leave may be carried over from one calendar year to the next up to a maximum of three hundred and eighty-four (384) hours. At the conclusion of the last day of the calendar year, all

unexpended annual leave in excess of three hundred and eighty-four (384) hours shall be cashed out in the last payroll cycle of the calendar year. Carry-over of unexpended annual vacation leave in excess of three hundred and eighty-four (384) hours must have the prior approval of the City Manager.

8.1.4 Employees who transfer from one department to another shall be entitled to transfer accrued vacation leave to such succeeding department.

8.1.5 An employee who retires, resigns, or is terminated shall be paid for any unused accrued annual leave up to a maximum of three hundred eighty-four (384) hours. Accrued vacation hours in excess of three hundred and eighty-four (384) hours shall be cashed out. If an employee is discharged because of unsatisfactory service within the first six (6) months of employment, no accrued annual leave shall be payable. In the event of an employee layoff or death, cash-out shall be one hundred percent (100%) of unexpended accrued annual leave.

8.1.6 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within three hundred sixty-five (365) calendar days from the first available opportunity for its use.

8.1.7 An employee desiring to use accrued annual leave shall submit a completed Vacation Leave Request Form to his/her immediate supervisor. An employee shall be allowed to take vacation only after the scheduled vacation time is approved by the Department Director and/or Supervisor. The Department Director and/or Supervisor shall respond in writing to the request within five (5) working days.

8.1.8 Should there be any conflict between employees in scheduling preference shall first be given to any employee who had previously postponed their vacations. Preference shall then be given by seniority.

8.2 Holidays

8.2.1 Holidays shall be observed as follows:

New Year's Day	January 1
M.L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25

8.2.2 In addition to the holidays specified above, each regular full time and part time employee may select one (1) non-cumulative personal holiday each calendar year, provided:

- (a) the employee has been employed by the Employer for seven (7) consecutive months;
- (b) the employee has given not less than seventy-two (72) hours of electronic notice to the Department Director and/or Supervisor through the Employer's software scheduling platform unless such notification has been waived by the Department Director and/or Supervisor; and
- (c) the Employee's absence will not adversely affect the operations of the Department. Leave taken on these days is with pay and not charged against annual leave.

8.2.3 Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

8.2.4 The Department Director and/or Supervisor may require one or more employees to work on a holiday. Employees required to work a holiday shall be entitled to either overtime pay or compensatory time off as prescribed in Sections 7.2. and 7.3. Whenever possible, such pay or time off option shall be agreed upon by the Department Director and/or Supervisor and the employee prior to the employee working the holiday. For all hours worked on the holiday, pay or time off shall be at the rate of time and one-half plus the regular rate of pay. Compensatory time shall be in accordance with the Section 7.3. of this agreement.

8.2.5 Employees shall receive eight (8) hours of holiday pay per designated city holiday, and eight (8) hours of annual personal holiday, regardless of the length of their daily shift. Holiday and personal holiday benefits shall be prorated for part-time employees. Employees on non-eight (8) hour schedules may use accrued vacation hours or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedules to create an eight (8) hour workday on designated city holidays and annual personal holiday, provided the temporary change in schedule does not create overtime, compensatory time or other additional cost to the city.

8.3 Health and Welfare

8.3.1 Medical: The Employer shall remit the required premiums for all regular full time employees, spouse and dependents for the plans described below. Part-time employees, who work at least twenty hours per week, may elect coverage under the medical plan. Part-time employees' medical premium paid by Employer shall be pro-rated based upon the actual hours compensated in comparison with full time hours.

8.3.2 Employees who are covered by a City employed spouse shall not be eligible for medical coverage. Any employee excluded from coverage or who voluntarily opts out of coverage shall be entitled to two hundred and fifty dollars (\$250.00) per year, for reimbursement of non-covered medical costs, i.e. co-pays, premiums, deductibles, overages, etc. An employee shall not

be allowed to voluntarily opt out of coverage if doing so would cause the city to violate conditions of the participation agreement or underwriting rules of the Association of Washington Cities (AWC).

8.3.3 For medical coverage effective January 1, 2023, all employees in the bargaining unit may select enrollment in either the AWC Regence HealthFirst 250 Plan or the AWC Kaiser Permanente 200 Plan. Employee premium contributions shall be through payroll deduction in the preceding pay period (e.g. January premiums are deducted from the December pay period.)

For 2023, the employee shall pay five percent (5%) of the total cost of the monthly premium (to include spouses and dependents) for whichever plan they select. The Employer shall pay the remaining 95% of the total monthly premium cost.

For 2024, the employee shall pay 5.5% of the total cost of the monthly premium (to include spouses and dependents) for whichever plan they select. The Employer shall pay the remaining 94.5% of the total monthly premium cost.

For 2025, the employee shall pay 5.75% of the total cost of the monthly premium (to include spouses and dependents) for whichever plan they select. The Employer shall pay the remaining 94.25% of the total monthly premium cost.

8.3.4 Dental & Vision: For dental and vision coverage effective January 1, 2023 based upon December 2022 hours, the Employer shall remit the sum required to Washington Teamsters Welfare Trust for each eligible employee, covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. Employee contribution rates for monthly dental and vision premiums shall be as outlined below. Employee premium contributions shall be through payroll deduction in the preceding pay period (e.g. January premiums are deducted from the December pay period).

Programs	2023 - 2025 Employee Contribution
Dental Plan "A"	\$0.00
Vision - Extended	\$0.00

8.3.5 A new employee shall be eligible for medical insurance coverage during the probation period on the same basis as a regular full-time employee; however, coverage shall not become effective until the first day of the calendar month following the employee's month of hire.

8.3.6 Employees ending their employment with the City have the ability to continue their medical, dental and vision insurance under certain qualifying events on a self-pay basis in accordance with the requirements of Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

8.3.7 It shall be the responsibility of the Employee to notify Human Resources or Payroll in writing within thirty (30) calendar days of any changes in dependent coverage (e.g., marriage,

divorce, newborn) on any and all Employer paid benefits. Lack of such notification shall result in the employee reimbursing the Employer for the difference in premiums.

8.3.8 Dental & Vision Maintenance of Benefits: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

8.3.9 Payments: Payments are required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

8.3.10 Delinquency: If the Employer is delinquent in payments, the employer shall be liable for the payment of any claim incurred by employees or dependents during such delinquency. If delinquent, the employer may be notified by the Union and, thereafter, shall have five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

8.3.11 Trust Agreement: The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

8.3.12 The Employer and the Union recognize that the cost of providing health care coverage to employees and their dependents has been an important on-going issue, and agree to meet periodically during the term of this agreement to discuss wellness programs and other means of containing health care cost to the extent possible.

8.3.13 Eligible "dependents" for purpose of medical, dental, and vision coverage under this Section 8.3 shall mean dependents of employees up to the age of 26 years old. After a dependent reaches age 26, he/she may only continue to receive medical, dental, and vision coverage if permitted by the terms of the applicable plan and at the employee's sole expense through payroll deduction.

8.4 Sick Leave

8.4.1 For employees hired prior to January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of nine hundred (900) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of nine hundred (900) hours will be forfeited; however, employees who have accumulated more than nine hundred (900) hours as of the pay period ending December 24, 2011 will not forfeit any hours already earned, but will not accumulate any additional hours until such time their sick leave balance is under nine (900) hundred hours.

For employees hired on or after January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of four hundred fifty (450) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour

increments. Sick leave hours in excess of four hundred fifty (450) hours will be forfeited.

8.4.2 An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child or grandchild, and any relative living in the employee's household.

8.4.3 An employee who takes more than three (3) consecutive workdays sick leave for any one illness for self or for illness in the immediate family may be required by the department head to present a statement by a physician certifying that the employee's condition, or employee's family member's condition prevented the employee from performing the duties of the employee's position during the period of illness or injury. This requirement may be waived by the Department Director and/or Supervisor.

8.4.4 Employees shall report absence due to illness to their Department Director and/or Supervisor as near as possible to the beginning of their shift.

8.4.5 Employees shall notify their Department Director and/or Supervisor immediately of any and all on-the-job injuries.

8.4.6 Employees who transfer from one department to another shall be entitled to transfer accrued sick leave to such succeeding department.

8.4.7 In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued annual leave in units of one hour so long as such accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in Article 8, for an employee in Workers' Compensation status with this Employer. If permitted by insurance coverage, an employee continuing to be off work because of illness or injury, and whether job related or not, after having fully used all accrued and annual leave and the Employer-paid benefit in the foregoing sentence, may, for a period of not to exceed six (6) months, continue insurance coverage herein by tendering the full premium costs of same to the Employer at the beginning of each applicable month and the Employer shall remit the same to the carrier(s).

8.4.8 Employees are expected to be on the job unless excused by Department Director and/or Supervisor because of illness. The Employer may make periodic reviews of individual attendance records. The Employer shall retain the right to take corrective steps to deal with use of sick leave for purposes other than those provided for in this Agreement, situations where the employee has prolonged and/or frequent or regular absences, or other sick leave abuse. Corrective steps may include requiring medical consultations, doctor's slips, or disciplinary action, including dismissal.

8.4.9 Employees shall be allowed to donate a portion of their accrued sick leave hours to

another employee who is ill or disabled, provided that the employee receiving the donated sick leave has not previously been disciplined for sick leave abuse within the last year. The transfer of sick leave hours shall only occur if the receiving employee is suffering from an injury, illness or disability preventing his/her return to work and he/she has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, or other leave time to which that employee is entitled. The “donee employee” may not receive more than three hundred sixty (360) hours accumulative from donors for any one qualifying event any calendar year, whichever is longer. Any and all transferred hours of sick leave are expressly excluded from termination sick leave pay-off provisions.

8.5 Bereavement Leave

8.5.1 Three (3) workdays shall be granted without leave debit in the case of death of the employee's immediate family; however, effective with the pay period beginning December 25, 2016, bereavement leave shall be limited to no more than eight (8) hours per day for a total of up to twenty-four (24) hours, regardless of the length of the employee’s daily shift. Benefits for part-time employees shall be prorated. For this section, "Immediate family" shall include spouse (or spouse equivalent in a cohabitation relationship), son, daughter, step-children, mother, father, stepmother, step-father, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren. or other members of the employee's household. Members of the employee's household means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term doesn't include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

8.5.2 Employees on non-eight (8) hour schedules may use accrued vacation or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedule to create an eight (8) hour workday, provided the temporary change in schedule does not create overtime, compensatory or other additional cost to the City.

8.5.3 An employee shall be allowed to utilize accumulated sick leave, compensatory time or vacation leave for the purpose of making arrangements for and/or attending funeral services of a person related by blood, marriage, or legal adoption; including grandparent, parent, spouse, brother, sister, child, grandchild, or any relative living in the employee's household.

8.5.4 At the discretion of the department head or designee additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the Department Head or designee believes the employee had a close relationship with the deceased. Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

8.6 Life Insurance

8.6.1 The Employer shall provide each eligible employee with a life insurance policy based on existing coverage (which is a policy value of five thousand (\$5,000) for the employee and one

thousand (\$1,000) for the employee's dependents) at no cost to the employee. Those employees who desire to purchase additional life insurance above that which is provided by the Employer may do so at their own expense.

8.7 Western Conference of Teamsters Pension Trust

8.7.1 During the term of this agreement, the employees may elect to participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be determined by the employees and such contribution level shall be an offset to the employee's base salary. If and when a decision is made by the employees to participate in this program the Employer shall receive written notification at least thirty (30) calendar days in advance and an amendment containing the required contractual language shall be drafted and attached to this agreement as an amendment.

8.7.2 Should the bargaining unit elect to participate in the Western Conference of Teamsters Pension Trust Plan, or any enhancements thereto, the Union and its members will indemnify and hold harmless the City of Chehalis for any future liability that may be incurred because of any underfunding of the Plan.

8.8 Termination/Separation Pay

8.8.1 Upon the death of an employee, all compensation due to him or to her shall be paid to the employee's designated beneficiary or, in the absence of a beneficiary designation, to the estate of the deceased employee.

8.8.2 Employees hired prior to June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of seven hundred twenty (720) hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

8.8.3 Employees hired on or after June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then

- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of four hundred fifty (450) hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

ARTICLE 9 EMPLOYEE COMPENSATION

9.1 Wages

9.1.1 Wages shall be set forth in Appendix "A"

9.1.2 Each employee shall be assigned a job classification as specified in Appendix A and paid accordingly, except as set forth in Section 9.3. hereof. This base rate of pay shall be used in calculating holiday, vacation and sick leave compensation.

9.1.3 The Union recognizes the Employer's right to establish new job classifications. The Employer recognizes the Union's right to bargain the compensation.

9.2 Longevity

9.2.1 In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
5 years but less than 10 years of service	\$25
10 years but less than 15 years of service	\$40
15 years but less than 20 years of service	\$50
20 years but less than 25 years of service	\$60
25 years or more years of service	\$75

9.3 Working Out of Classification

9.3.1 An employee who is temporarily assigned by the Department Director or Supervisor to a position with a higher pay range for a period in excess of sixteen (16) or more consecutive working hours, and who performs significant job duties representative of such position, shall be

compensated at five percent (5%) over his/her existing base wage for all hours worked when temporarily assigned to the position. This does not include any period of time when an employee is on call, on leave of any type, or otherwise not actively working.

9.3.2 An employee who is temporarily assigned by the Department Director to a management or mid-management position with a higher pay range for a period in excess of thirty-nine (39) consecutive working hours, and who performs the job duties of such a position, shall be compensated at fifteen percent (15%) over his/her existing wage for the entire period of time when so assigned. This does not include any period of time when an employee is on call, on leave of any type, or otherwise not actively working.

ARTICLE 10 SENIORITY AND LAYOFF

10.1 Seniority Standing

10.1.1 An employee shall accrue seniority from his/her date of hire into a position included in this bargaining unit, and it shall include CETA experience with Employer. The seniority list shall be updated annually in January, if requested by the Union or at any time deemed necessary by either the Employer or Union. Any return to employment with Employer after a separation or break in active service with Employer, other than layoff status, leave of absence or time loss under Worker's Compensation, shall constitute a new seniority reference date, in which case the previous employment seniority date shall be of no consequence. Time away from employment while on layoff status or unpaid leave of absence, shall not cause total loss of original seniority position, but such period shall cause the seniority hire date and position hire date to be advanced in time by the number of calendar days absent so as to provide adjusted seniority and position hire dates. The probationary period for new employees shall be one (1) year from the date of hire.

10.2 Layoff and Recall

10.2.1 In the event the Employer elects to layoff an employee, the following guidelines shall be utilized in implementing the layoff.

10.2.2 The Employer shall make the initial decision regarding the particular job position(s) within in the bargaining unit that is (are) the subject of the layoff.

10.2.3 The incumbent employee to be laid off shall be notified, in writing by the Employer, not less than sixty (60) calendar days in advance of commencement date of the layoff.

10.2.4 The initial employee who is laid off and each subsequently bumped employee shall have the right to bump downward or laterally into a classification occupied by a less senior employee, as long as the bumping employee is qualified to hold such job position. Any employee wishing to exercise their bumping rights shall have five (5) working days to declare their decision to the Employer.

10.2.5 “Downward or laterally” shall mean to a position with a pay range that is lower or equal to the position to be eliminated. Within the new position pay range, an employee will be placed at the step with the pay closest to, but not exceeding, the rate of pay they were receiving in the position from which they were laid off or bumped.

10.2.6 “Qualified” shall mean possession of knowledge, skills, experience and ability to operate and/or carry out duties and tasks related to equipment and/or other functions of the position. An employee bumping to a position shall be given the same time limit to acquire endorsements, licenses, certifications, and cards as required in the job description. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.7 An employee who is bumping to a position, program or to a piece of equipment different from that to which he/she was previously assigned shall enter a thirty (30) working day trial period to manifest satisfactory performance. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.8 The Employer shall provide written notice of denial of a specific bumping request or of unsatisfactory performance in a thirty (30) working day trial period. The employee who was displaced by the bump shall be returned to his or her formerly held job position.

10.2.9 If an employee is removed from such job position within his or her thirty (30) working day trial period, such employee shall be permitted to exercise a bump into another classification of a less senior employee and the aforementioned process will begin anew.

10.2.10 Each employee shall be limited to two (2) seniority bumps during any one layoff period in which a thirty (30) working day training period has been provided, thus it is important that such employee take into consideration his or her skills and ability relative to the skills and abilities required by the job position or classification being accessed.

10.2.11 Disagreements that arise from Employer decisions in this provision shall be addressed through the grievance procedure.

10.2.12 Employees who are on layoff status shall be recalled in order of highest seniority, into any employment vacancy within this bargaining unit, provided that the employee is qualified. Employees laid off shall remain, for a period of twenty-four (24) months from date of layoff, on a Recall List maintained by the Employer. The Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee’s last known address. If the employee fails to report for work or to otherwise respond within one week of receipt of notice, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list.

ARTICLE 11 EMPLOYEE DISCIPLINE

11.1 Just Cause

11.1.1 An employee shall not be disciplined and/or discharged except for cause. Any sanction imposed by the Employer shall be reasonable in light of the circumstances which pertain. The Employer shall consider the concept of progressive discipline when imposing a sanction. Progressive discipline does not mean that Employer must start at any particular level when imposing discipline. Rather, the concept of progressive discipline means Employer should consider all of the relevant facts, to include the employee's previous disciplinary history (if any), when deciding what level of discipline is appropriate in any particular case.

11.1.2 The first twelve (12) months of employment shall be considered the employee's probation period, during which time the probationary employee shall be considered an "at will" employee. Accordingly, probationary employees shall not have access to the grievance procedure for discipline or termination set forth in Article 13 of this agreement.

11.1.3 No employee shall be discharged for having wages or salary subject to a writ of garnishment.

11.2 Types of Discipline

11.2.1 Listed, but without limitation, the forms of discipline shall generally include the following:

11.2.2 Oral Warning: This type of discipline should generally be used for infractions of relatively minor degree and may not be grieved by the employee or the Union. The Department Director and/or Supervisor should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures. The Employer may reduce an oral warning to writing to document its occurrence. In that case, the Employer shall place the documented oral warning in the employee's personnel file and shall provide a copy to the employee.

11.2.3 Written Warning: This notice will generally be issued by the Department Director and/or Supervisor in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

11.2.4 Demotion: This form of discipline is generally administered when the employee's actions or inactions have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

11.2.5 Suspension: This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or correction performance. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in

the employee's personnel file and a copy provided to the employee.

11.2.6 Discharge: This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

11.3 Application of Discipline

11.3.1 Except in the case of action, behavior or conduct that calls for immediate termination, the Employer shall utilize the concept of progressive discipline. This means, as a general proposition, the Employer shall impose the lowest level of discipline which is appropriate to the employee's actions. Accordingly, the concept of a progressive discipline does not necessarily mean that the Employer shall impose the lowest level of discipline. The level of discipline imposed shall be determined by the employee's conduct at issue and any other relevant factors (such as, for example, the employee's previous disciplinary history). In the event of discharge for disciplinary reasons, the terminated employee shall be furnished the reason(s) for such termination in writing.

11.3.2 When a regular employee is placed on disciplinary probation, the employee shall be given a written statement of the action taken, the reasons for the action, the consequences of repeating or engaging in further or other unacceptable behavior and the action, change or improvement required. The written statement shall be given to the employee at the time the regular employee is placed on disciplinary probation. A copy of the written statement shall be placed in the employee's personnel file.

11.3.3 Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probationary period, the regular employee must show the required improvement necessary to remain in the position.

ARTICLE 12 EMPLOYEE RIGHTS

12.1 Interviews and Hearings

12.1.1 A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. The employee shall receive written notification at least seventy-two (72) hours prior the pre-disciplinary hearing, unless the urgency of resolving the complaint dictates that a shorter notice is appropriate. The written notification shall provide the following information:

- a) The data formulating the basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;
- c) Advice to the employee of his or her right to union representation during the hearing.

12.1.2 The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing unless accompanied by his or her union representative. The employee may then refrain from participating in the hearing, thereby protecting his or her right to representation, but at the same time relinquishing any benefit which might be gained from responding at the hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

12.1.3 When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Grievance Definition

13.1.1 The purpose of this grievance procedure is to provide a means for resolution of disagreements.

13.1.2 The employee and/or the Union may elect to use this procedure whenever the employee and/or the Union has a grievance. A grievance must be filed with the immediate Supervisor within twenty (20) working days of the occurrence of the action or inaction complained of, or within twenty (20) working days of the date when the aggrieved employee knew or should have reasonably known of the occurrence of such action or inaction. Failure to file within said timeline shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

13.2 Procedure

13.2.1 The grievance procedure shall be as follows:

STEP ONE - Should an employee or the Union feel that his/her or its rights and privileges under this Agreement have been violated, the aggrieved employee or the Union shall, within twenty (20) working days of the date that the grievance occurred, present the facts in writing to the immediate Supervisor. The grievance must be signed by the employee or, where the grievance is being filed by the Union, by the Union representative and must state the issue, the section of this agreement violated, facts giving rise to the grievance and the remedy sought. Within five (5) working days, the supervisor shall arrange for a meeting with the Union, the employee and the supervisor for discussion and attempted resolution of the issue. The supervisor shall state his or her position in writing to the Union within five (5) working days of such hearing.

STEP TWO - If the supervisor's response is not satisfactory to the Union and/or employee, the Union may submit the matter in writing within five (5) working days to the department

head, simultaneously providing to the applicable supervisor a copy of the written submission. The department head shall arrange for a meeting with the Union and the supervisor within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing.

STEP THREE - If the Department Director response is not satisfactory, the Union may submit the matter in writing within five (5) working days to the City Manager, simultaneously providing to the applicable department head and supervisor a copy of the written submission. The City Manager shall arrange for a meeting with the Union and the department head within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing. If the City Manager's decision is not satisfactory the matter may then be subject to arbitration as set forth below. Provided however, oral warnings may not be submitted to grievance arbitration.

13.3 Grievance Arbitration

13.3.1 The moving party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute, or may request the Public Employment Relations Commission to provide a list of seven (7) arbitrators registered with that agency. If a list is selected, the striking order shall be determined by a flip of a coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 13.2.1 and will be accompanied by the following information:

- a) question or questions at issue;
- b) statement of facts; and
- c) position of each respective party.

13.3.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.
- b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. Provided however, the arbitrator may in his/her discretion, direct the parties to submit post-hearing briefs. The arbitrator shall also be empowered to establish the procedures of the arbitration which are not otherwise articulated in the Section 13.3.
- c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the arbitrator which is beyond his or her jurisdiction.
- d) Each party shall bear the cost of presenting its own case.

e) Either party may request that a transcript record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

ARTICLE 14 SEVERABILITY

14.1 Savings Clause

14.1.1 If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

14.1.2 Agreement reached between the parties to this Agreement shall become effective when signed by designated representatives of the Employer and the Union, and ratified and/or approved by the Union membership and the City Council.

ARTICLE 15 LABOR MANAGEMENT MEETINGS

15.1 Labor-Management

15.1.1 In order to improve employer/employee relations, both parties recognize the benefit of labor-management cooperation in improving communication, addressing operations problems, and for providing a better work environment. It is the intent of both parties to establish such a committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The committee will meet as needed, and both parties may submit agenda items to be discussed. It is agreed that the labor-management committee shall have no collective bargaining authority and that understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

ARTICLE 16 TERM OF AGREEMENT

16.1 Contract Openers

16.1.1 Should either party to this Agreement wish to initiate collective bargaining over changes they may wish to introduce into future terms of this Agreement, notice of the substance of the changes shall be mailed to the authorized parties signatory to the Agreement not later than August 31 of the calendar year prior to the calendar year during which such changes or reopener provisions are to be effective.

16.2 Duration

16.2.1 Except as expressly noted herein, the effective date of this Agreement shall be January 1,

2023.

16.2.2 This Agreement will remain in effect from January 1, 2023 to December 31, 2025.
EXECUTED THIS 9th day of January, 2023.

**Brian Blaisdell, Secretary Treasurer
Teamsters Local Union #252**

**T. Jill Anderson, City Manager
City of Chehalis**

**Heather Slusher, Business Agent
Teamsters Union Local #252**

**Glenn Schaffer , Human Resources Administrator
City of Chehalis**

**Attest:
Kassi Mackie, City Clerk
City of Chehalis**

APPENDIX A – SALARY SCHEDULE

A.1 2023, 2024, 2025 Salary Schedules

A.1.1 WAGES

Effective December 25, 2022, the 2023 salary schedule shall be as follows (represents 7.0% increase):

Range	A	B	C	D	E
16	\$3,649	\$3,830	\$4,023	\$4,224	\$4,435
17	\$3,830	\$4,023	\$4,224	\$4,435	\$4,656
18	\$4,023	\$4,224	\$4,435	\$4,656	\$4,889

Effective December 25, 2023, the City shall increase the base wages of all employees based upon the Seattle-Tacoma-Bellevue CPI-W (measured from June, 2022 to June, 2023), minimum of 3.5% and maximum of 5%.

Effective December 25, 2024, the City shall increase the base wages of all employees based upon the Seattle-Tacoma-Bellevue CPI-W (measured from June, 2023 to June, 2024), minimum of 3.5% and maximum of 5%.

A.2 Step Assignments/Advancements

A.2.1 All employees under this Agreement shall be paid in accordance with the job classifications rates set forth in Appendix A of this agreement, as now in force or hereafter amended.

A.2.2 Progression through the positions and/or job classifications covered by and in this contract shall be as set forth below:

A.2.3 No employee shall be assigned to a salary range not in conformance with the salary schedule contained in the classification plan included in Appendix A.

A.2.4 The minimum rate established for a salary range shall be the normal hiring rate; provided, however, that the City Manager, upon the recommendation of the department head, may authorize original appointments or reinstatements for other than the minimum rate if he determines such remuneration to be in the best interests of the City.

A.2.5 Eligibility for advancement from one salary step to a higher salary, step, not to exceed at any time the maximum rate of the prescribed range, will depend upon the employee's performance as appraised by the immediate supervisor and/or department head. Step increases shall be given annually on the anniversary date to any employee who consistently meets or exceeds the standard requirements of the position. The department head shall present written evidence, to the Personnel Officer, of the employee's performance in relation to the standard

expectations of the position.

A.2.6 All employees covered by this Agreement who occupy positions which fall within the classifications prescribed by the City Council shall be compensated according to the basic established salary ranges and steps set forth in Appendix A. This agreement shall be the final determining factor for the payment of employee compensation during the year(s) to which this Agreement is applicable. Employees may be eligible to advance to a higher pay range upon the recommendation of their respective Department Head to the City Manager (if the City Manager determines such advancement is appropriate and in the best interests of the City).

A.3 Range Assignments

A.3.1 The employee classifications shall be compensated in accordance with the salary schedule as specified above

CLASSIFICATIONS	Pay Range
Records Assistant/Evidence Technician	16
Court Clerk	16
Court Clerk II	17
Parking Enforcement	16
Records Technician	17
Administrative Assistant	17
Community Services Officer	18

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**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Glenn Schaffer, HR/Risk Manager

DATE: January 9, 2023

SUBJECT: Proposed 2023–2025 Teamsters 252 Non-Uniform Collective Bargaining Agreement

ISSUE

The Collective Bargaining Agreement (CBA) between the Teamsters 252 Non-Uniform Personnel and the City expired on December 31, 2022. The City’s negotiating team has been working with the Union to negotiate the terms of a new agreement for several months.

DISCUSSION

The City’s negotiating team started meeting with representatives of Teamsters to discuss the positions for each side in August of this year. Several issues were brought to the table, to include wages, health care, management rights, pension contributions, scheduling, clothing and equipment, and disciplinary action, just to name a few. These negotiations took place during a time of high inflation, which varied between from 8.1 % to 10.1 % from February 2022 through October 2022 according to the Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue. In the most recent CPI-U for October 2022, inflation was 8.9% higher in October 2022 than in October 2021.

The 2023-2025 proposed CBA between the Teamsters Non-Uniform and the City includes the following changes and updates:

- Minor changes were made to several of the sections in order to update the effective dates, clarify language and procedures and update legal terms. These sections include the omission of specific job opening advertising requirements; procedures regarding cashing out of vacation leave, restrictions to receiving donated sick leave, and clarification on working out of class and discipline.
- Section 6.15 increases the annual clothing allowance for certain positions from \$235 to \$300 per year.
- Section 7.5 increases stand by duty pay from \$2.25 to \$2.75 per hour.
- Section 8.2.4 increases holiday pay to double time for all hours after the employee’s normal work hours.
- Section 8.3.3 changes the employee’s medical premium contributions from a fixed rate to percentage based. The percentages employees will contribute to their health premiums are established as 5% for 2023, 5.5% for 2024 and 5.75% for 2025.

- Section 9.3.3 changes the out of class pay for employees to 15%, or 10% below the Step A wage for the position they are filling, whichever is higher.
- In Section 14, the contract now clarifies tool ownership for the City’s mechanics and adhering to an industry standard of mechanics supplying their own 1 ¼ inch, or less tools, and the City supplying larger and specialty tools. It also clarifies language associated with the use of City Equipment.
- Appendix A, A.1, Compensation, Effective December 25, 2022, employees shall receive a 7% base wage increase above their 2022 base wages.
 - Effective December 25, 2023, all employees shall receive a base wage increase based upon the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bellevue (June 2022 – June 2023), minimum of 3.5% and maximum of 5%.
 - Effective December 25, 2024, all employees shall receive a base wage increase based upon the CPI-W, Seattle-Tacoma-Bellevue (June 2023 – June 2024), minimum of 3.5% and maximum of 5%.

The City has received the ratified contract from Teamsters Local 252.

FISCAL IMPACT

The proposed CBA will increase the 2022 base wages of the represented fire employee by 7% in 2023, 3.5 to 5% in 2024, and 3.5 to 5% in 2025. Other financial impacts include the \$65 per year increase to the clothing allowance, the \$.50 per hour for standby pay, the changes to out of class pay, and the increase to holiday pay for extended hours.

The costs associated to the changes to the mechanic’s tools and ownership outlined in section 14 have been included in the 2023 preliminary budget.

The City’s Preliminary Proposed Budget includes a 4% increase for salaries and wages for all employees, so an amendment will be needed in early 2023 to include the additional costs associated with the contract.

RECOMMENDATION

It is recommended that the City Council approve the 2023-2025 Collective Bargaining Agreement between the City and the Teamsters Local 252 (Non-Uniform) and authorize the City Manager to execute the related documents.

SUGGESTED MOTION

Move to approve the 2023-2025 Collective Bargaining Agreement between the City and the Teamsters Local 252 (Non-Uniform) and authorize the City Manager to execute the related documents.

**COLLECTIVE BARGAINING
AGREEMENT**



**BETWEEN
TEAMSTERS UNION LOCAL #252**

AND

**City of Chehalis
(Representing Non-Uniformed Personnel)**

January 1, 2023 – December 31, 2025

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ARTICLE 1 PREAMBLE

1.1 Introduction

1.1.1 For the purpose of collective bargaining the City of Chehalis, shall hereafter be referred to as the "Employer", and Teamsters Local 252 shall hereafter be referred to as the "Union".

1.2 Purpose

1.2.1 Subject to law and the paramount consideration of service to the public, employee/management relations should allow employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

1.2.2 Effective employee/management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the City of Chehalis, within the spirit of the Public Employees Collective Bargaining Act, to establish basic understanding relative to personnel and to provide means for amicable discussion and adjustment of matters of mutual interest.

ARTICLE 2 RECOGNITION

2.1 Scope of the Bargaining Unit

2.1.1 For the purpose of collective bargaining with respect to wages, hours, and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of the non-uniformed employees of the City of Chehalis that hold non-exempt positions as determined by agreement of the Employer and the Union or by PERC hearing.

ARTICLE 3 UNION SECURITY

3.1 Union Dues

3.1.1 The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees during the employees' regular work hours. The Union will explain that it is designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents in writing to joining the Union may the Union collect dues/assessments. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.

3.1.2 It is mutually agreed that only Union members of this unit shall engage in active

participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

3.1.3 For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

3.1.4 Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee shall provide an electronic or hard copy of the authorization to the other party within 10 days of the employee executing the document.

3.1.5 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.

3.1.6 The Union agrees to indemnify and hold the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, 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. [If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

3.2 D.R.I.V.E.

3.2.1 The Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who voluntarily provide written authorization for deductions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E) political action committee.

3.2.2 D.R.I.V.E shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage.

3.2.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check.

3.2.4 Employees may revoke their consent for D.R.I.V.E deduction at any time pursuant to the same process set forth in Section 3.2.1 above.

ARTICLE 4 EMPLOYEE DEFINITIONS

4.1 Regular Full-Time Employee

4.1.1 An employee regularly scheduled to work an average of 173.3 hours per month.

4.2 Regular Part-Time Employee

4.2.1 An employee regularly scheduled to work less than an average of 173.3 hours per month, based upon an annual basis and who is not a seasonal/temporary or non-regular employee.

4.3 Temporary Employee

4.3.1 Temporary employment for any one (1) employee shall not exceed one thousand forty (1040) compensable hours in any one (1) calendar year.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 Customary Functions

5.1.1 The Employer retains, except as limited by an express provision of this Agreement, its right to exclusively and unilaterally manage and operate its departments.

5.1.2 Except as limited by an express provision of this Agreement, the Employer is hereby released from any obligation it otherwise may have to bargain its decision, and the impacts and effects of its decision on employees, even if the decision changes the status quo or past practice, if the subject matter of the decision concerns operation and management of the workplace.

5.1.3 Operation and management of the work place includes, but is not limited to, the following: planning, directing, scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, and time off from work; the assignment of work; the introduction of new equipment, and the use of volunteers, contractors, and other non-employee labor.

5.1.4 All employees shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate supervisors.

5.1.5 Where this Agreement is silent on any issue, the provision(s) in the City of Chehalis Employee Rules and Regulations shall control. If both the City of Chehalis Employee Rules and

Regulations and this Agreement are silent on any issue, the decision of the City Manager shall control. This in no way restricts the employee's right to pursue a civil action against the City in a court of competent jurisdiction.

5.2 Performance Standards

5.2.1 All employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in cost savings or improved service to the public.

5.2.2 Employees shall abide by all laws and regulations which govern the performance of their duties and shall perform their duties as reasonable, prudent persons.

ARTICLE 6 EMPLOYMENT POLICIES

6.1 Non-Discrimination

6.1.1 The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, gender, national origin, religious belief, marital status, Union activity not prohibited by the terms of this Agreement, or mental or physical disability, sexual orientation (including gender identity and gender expression), honorable discharged military status, or any other classification protected by applicable law.

6.2 Military Leave

6.2.1 Military leave shall be governed by State and Federal Law.

6.3 Jury Duty and Court Time

6.3.1 Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation received by the employee from the Court shall be promptly paid to the Employer if jury duty leave was used. All employees shall apply for and seek such compensation from the Court. Employees shall return to work as soon as practical after they are excused by the Court.

6.3.2 If any employee is subpoenaed or caused to appear in court by the Employer or by the City or County Prosecutor's office for the purpose of providing, on behalf of the calling party, testimony on facts or events arising out of the employee's employment with the Employer, all mandated court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. If the employee is called by a party other than the Employer or the City or County Prosecutor, the employee shall be solely responsible for making compensation arrangements with the party who called him, and the time in Court attendance shall not be paid by the Employer; however, the employee may use, subject to compliance with employee leave procedures, accrued annual leave or take compensatory time for such court attendance, or take time off without pay.

6.4 Leave of Absence

6.4.1 A leave of absence is a privilege the City may extend to qualified employees for specific periods of time under certain circumstances. It allows an employee to take time off from work for non-medical personal reasons. All such leaves are taken without pay and no benefits are earned while on such leave. A request for a leave of absence must be submitted in writing to the Employer at least seven (7) days prior to the anticipated leave. The city reserves the right to approve or deny any leave requested. Employee on leave may return early from leave if they notify the Employer seven (7) days in advance. Failure to return from leave on or before the agreed-upon date may result in termination. All vacation benefits and compensatory time must be exhausted prior to a grant of personal leave of absence.

6.4.2 All medical leaves of absence shall comply with the requirements of the Family Medical Leave Act (FMLA).

6.5 Liability

6.5.1 Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.

6.6 Work Stoppage

6.6.1 Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

6.6.2 Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation Section 6.6.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

6.6.3 The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

6.6.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint

and damages in the event the Union violates this Article.

6.7 Personnel Files

6.7.1 An employee shall have the right to inspect his or her personnel file with Employer supervised inspection. Arrangement for such access shall be made upon mutual convenience of the Employer and the employee. In no event shall the employee unilaterally remove or modify the content of such file. No material of a disciplinary or evaluation nature shall be placed in an employee's Personnel File without the employee being provided with a copy of such entry, and the opportunity to attach a rebuttal to the documentation.

6.8 Safety

6.8.1 It is the Employer's policy to prevent accidents and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards. The Employer and employees are responsible for assuring safe working conditions and compliance of safety standards of each work site.

6.8.2 The Employer and employees shall guard the safety of themselves, their fellow employees and the public. Employees shall observe all safety practices governing their work. Employees are encouraged to offer safety suggestions and contribute to a safer working environment.

6.8.3 It is the employee's responsibility to learn the safety regulations applicable to his/her job. The employee is also responsible for use of safety equipment and/or personal protective equipment, as set forth by regulations at all times necessary and at the direction of the supervisor. New employees shall receive a list of applicable City and departmental safety rules, regulations and procedures as part of their orientation to the department. Failure to comply with the responsibilities of such safety rules, regulations and procedures shall be grounds for disciplinary action, up to and including termination.

6.9 Promotions

6.9.1 In the case of promotional appointments or transfers, employees shall have a probationary status of three (3) months. Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his/her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from a promotional or changed position, at the sole discretion of the Employer during the employee's three (3) month probationary period, may be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

6.10 Mileage Reimbursement

6.10.1 An employee who voluntarily and with Employer approval utilizes their personal vehicle for City business shall be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees who are authorized to utilize their personal vehicle shall be required to carry minimum insurance liability requirements as required by State law.

6.11 Job Descriptions

6.11.1 The Employer shall be required to provide current or modified job descriptions, where available, for each employee classification of the department to the Union and affected employee(s). Any change to current job descriptions shall be forwarded to the Union prior to implementation. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

6.12 Union/Employer Relations

6.12.1 All collective bargaining with respect to wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. During the time when the provisions of this Agreement are in force and effect, negotiations pursuant to Article 15.1., the Savings Clause and/or Article 17.1., the Termination/Reopener shall be as follows:

6.12.2 Scheduling: Unless altered by mutual agreement, negotiations shall be scheduled in order that the negotiation time shall occur during the normal workday.

6.12.3 Union Officials Time Off: The Union, through its represented employees, shall be allowed, and granted time off to attend a pre-arranged meeting with Employer representatives provided:

6.12.4 They notify their supervisor(s) in writing at least forty-eight (48) hours prior to the time off period being requested;

6.12.5 The Employer grants permission and is able to properly staff the employee's job duties during the time off period;

6.12.6 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee(s) not taken time off; and

6.12.7 Employees shall not work on Union business while on shift, except as otherwise scheduled and approved.

6.12.8 On an advance request basis, the Union, on behalf of any particular employee, may request a Union business leave of absence for such employee. Such request shall be subject to granting or denial at the sole discretion of the department head. Under no circumstances shall the Employer be responsible for paying any mileage or any other expenses on behalf of the Union

for such employee. Such leave, if granted, shall be for a specific duration and shall not constitute a debit against annual leave or sick leave.

6.12.9 The Employer shall provide suitable bulletin board space for the posting of official notices of a non-controversial nature relating to local Union business.

6.13 Pay day

6.13.1 The normal payday for all employees shall be the last working day of the month. The Employer shall include on the paycheck information boxes the amount of accrued sick leave and vacation.

6.13.2 For the purpose of calculating overtime, sick leave, annual leave, compensatory time or any other factor that may influence or adjust the amount of pay, the pay period shall be from the twenty-fifth (25th) day of the previous calendar month to the twenty-fourth (24th) day of the current month. Overtime earned or any other activity that would influence or impact the amount of pay, that occurs between the twenty-fifth (25th) day of the month and the last day of the month, shall be paid at the pay date following the month in which such overtime was earned or such other influencing activity occurred. For the purpose of this Section, "working day" shall mean a day City Hall is open for business.

6.14 Bargaining Unit Work

6.14.1 It is the policy of this Employer and the Union that an exempt position shall not regularly engage in the performance of work generally to be Union bargaining unit duties. On occasion an exempt employee, by reason of emergency, isolated expediency, and/or job interrelationships is permitted to perform such bargaining unit work.

6.14.2 When a new job classification is created, the Employer shall notify the Union of the creation of such classification.

6.15 Personal Protection Equipment & Clothing and Commercial Driver's Licenses (CDLs)

6.15.1 The Employer shall furnish hard hats, helmet liners, rain gear, rubber boots, safety vests and other personal protective equipment to employees, on an as-needed basis as determined by the Division Director or Superintendent. Such personal protective equipment and/or gear shall be replaced on an as-needed basis as determined by the Division Director or Superintendent. Such personal protection equipment or gear shall be the property of the Employer. Any personal protective equipment that is being replaced by the Employer shall be turned over to the Division Director, Superintendent, or designee prior to the new equipment being issued.

6.15.2 Employees in the job classifications listed below will receive three hundred dollars (\$300) as an annual clothing allowance, paid each year in the April paycheck. Clothing allowance benefits will be prorated for part-time employees and for eligible employees hired

after annual payment is made. Clothing allowance will be considered a taxable benefit under the Internal Revenue Code and will be taxed accordingly. Employees will not be required to submit receipts to the Employer for purchases made with clothing allowance funds.

JOB CLASSIFICATION
Building Official
Engineering Technician II
Engineering Technician III
Equipment Maintenance Technician
Equipment Operator I
Equipment Operator II
Maintenance Technician - Electrical, Electronics & Equipment
Lead Wastewater Treatment Operator
Poplar Tree Plantation/Utility Worker I
Poplar Tree Plantation/Utility Worker II
Property Maintenance Technician I
Property Maintenance Technician II
Property Maintenance Worker
Storm Water Collection Specialist
Traffic Control Technician
Vehicle Maintenance Technician
Wastewater Laboratory Assistant
Wastewater Laboratory Technician II
Wastewater Treatment Operator
Wastewater Collection Specialist
Water Distribution Operator I
Water Distribution Operator II
Water Distribution Operator I /Meter Reader
Water Meter Reader
In-Training Wastewater Operator
In-Training Water Operator I
Water Treatment Operator I
Water Treatment Operator II

6.15.3 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license at his/her expense. The Employer shall pay for or reimburse the employee for the license and associated training costs related to renewal of the CDL. To the extent a required physician's exam is not covered by applicable health insurance, the Employer shall pay for or reimburse the employee for said costs.

6.16 Departmental Rules, Regulations & Procedures

6.16.1 Each department head may establish departmental rules, regulations, policies and/or

procedures. Such departmental rules, regulations, policies and/or procedures shall be in harmony with the provisions of this agreement and shall be binding upon the employee. Failure to comply with any such departmental rules, regulations, policies and/or procedures shall be grounds for disciplinary action, up to and including termination.

6.16.2 A copy of the current rules, regulations and procedures of each department shall be on file with each respective department.

6.16.3 If any departmental rules conflict with the provisions of this agreement the provisions in this agreement shall take precedent.

6.16.4 Proposed changes to departmental rules, regulations and/or policies shall be provided to the Union as soon as reasonably possible prior to the proposed implementation date.

6.16.5 The Employer may, in its discretion, decide to provide employees with non-disciplinary verbal coaching and counseling and/or written memorandum of non-disciplinary coaching and counseling to address low level performance issues. None of the foregoing types of non-disciplinary action are subject to the grievance procedure contained in Article 13 of this agreement.

ARTICLE 7 COMPENSABLE HOURS

7.1 Hours of Work

7.1.1 Standard Work Week: Employees shall start work at a time designated in advance by the Department Director and/or Supervisor, and shall work eight (8) hours per day, not including lunch, Monday through Friday inclusive, unless notified of a different starting time because of emergencies, construction, inspection, training, personnel or shop meetings. This eight (8) hour work period shall include traveling time from the starting work station to any other later assigned or directed work point and return time to the starting work station. The usual standard work day shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m. except, start times may be outside these hours by mutual agreement with the affected employee.

7.1.2 Alternative Work Week: The Department Director and/or Supervisor may establish an alternate work schedule such as a four (4)-day work week, ten (10) hours per day, work schedule, or an alternating four (4) and five (5)-day work week, nine (9) hours per day, work schedule, for his/her department for any work group or portion of a work group, subject to the following terms, conditions, and parameters:

- a)** Such work period shall result in total regular work hours per week period of forty (40) hours, or per two week period of eighty (80) hours.
- b)** The Department Director and/or Supervisor shall give the Union at least one week's notice of intent to enact an Alternate Work Schedule. The Union shall also be provided at least one week's notice of intent to terminate an Alternative Work Schedule.

c) The standard Alternate Work Schedule workday shall not commence prior to 6:00 a.m. and shall not end after 6:00 p.m. of each workday. The basic plan for the 4/10 work schedule shall be Monday-Thursday with a Tuesday-Friday schedule, if deemed necessary by Employer, to provide staggered five (5)-day coverage. The basic plan for the 4-5/9 work schedule shall include one (1) week of nine (9)-hours on Monday through Wednesday, eight (8) hours on Thursday, and one (1) week of nine (9)-hours on Monday through Friday; and shall include a staggered Monday-Friday and Tuesday-Friday schedule, if deemed necessary by Employer, to provide five (5) day coverage.

d) For the Monday-Thursday plan, holidays falling on Friday or Saturday shall be taken on Thursday and holidays falling on Sunday will be taken on Monday. For the Tuesday-Friday group, holidays falling on Saturday will be taken on Friday and holidays falling on Sunday or Monday will be taken on Tuesday.

e) Subject to complying with the conditions and restrictions set forth above, the Employer may place or not place any particular sub-group on an alternative work schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on an alternate work schedule(s); provided, that if any bargaining unit member of a subgroup is placed on an alternate work schedule, then all bargaining unit employees within sub-group shall also be placed on an alternate work schedule, unless the Employer, the Union and the affected employee agree to retention of the affected employee on a five eight 5/8 schedule.

7.2 Overtime

7.2.1 Overtime shall require authorization of the Department Director and/or Supervisor.

7.2.2 Overtime pay allowances to employees shall be as follows: All work performed in excess of the number of hours in a regular or assigned work day as assigned by the Department Director and/or Supervisor and authorized in Section 7.2 of this Agreement, or forty (40) hours in a week, or, in the event of the 4-5/9 Alternate Work Schedule, forty-five (45) hours in the long week, and Saturday and Sunday work shall be paid at one-and-one-half (1½) times the regular rate of pay. All worked performed on holidays shall be paid at one-and one-half (1½) times the regular rate of pay, plus the regular rate of pay.

7.2.3 An employee shall be paid at the overtime rate for all time worked prior to his/her standard workday starting time, unless the Employer provides at least one (1) working day advance notice of change of starting time.

7.3 Compensatory Time Off in Lieu of Pay

7.3.1 Compensation for overtime work may be granted in the form of compensatory time off, which accrues at the rate of one-and-one-half (1½) of the actual hours of overtime worked. The employee shall make the choice to be compensated in the form of pay or compensatory time off. However, the Department Director and/or Supervisor may deny compensatory time requests and impose overtime payment, if compensatory time off is not practical.

7.3.2 Compensatory time off shall be taken prior to accumulated vacation leave and shall be paid at the employee's current rate of pay. Compensatory time off may be taken only after the employee has received authorization from the Department Director and/or Supervisor. Subject to the approval of the Employer the employee may cash-out compensatory time accrued by making such notation on their time sheet. Cash out of compensatory time shall be at the employee's current rate of pay.

7.3.3 Compensatory time may be accumulated to a maximum of eighty (80) hours which may be carried over from year to year. The Employer at its sole discretion may allow an employee to accumulate hours in excess of the eighty (80) hour cap.

7.3.4 Upon termination, all unused compensatory time shall be paid at the employee's current rate of pay.

7.4 Call Time

7.4.1 Call time shall consist of "Call In" and "Call Back." Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the standard workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

7.4.2 Call In and Call Back shall be compensated at time and one-half (1½) for all time worked, with a minimum of two (2) hours pay.

7.4.3 Contact Calls: An employee who is contacted while off duty to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at time and one-half (1½) for calls of fifteen (15) minutes or less duration. For calls which are in excess of fifteen (15) minutes the employee shall be compensated for two (2) hours at time and one-half (1½).

7.5 Standby Duty

7.5.1 An employee who is required to be available and subject to call outside of his/her regularly scheduled work hours shall receive a Standby Duty Allowance of two dollars and seventy-five cents (\$2.75) per hour of standby duty.

7.5.2 For the period of time that an employee is called back and paid the call back rate of one and one-half (1½) times the employee's regular hourly rate), he/she shall not receive a Standby Duty Allowance.

7.5.3 When standby duty is determined by the Department Director and/or Supervisor, he/she shall establish a rotational list of qualified employees for standby duty. This list shall be established on an annual basis, and as much as possible this list shall be unchanged throughout the year. Changes in personnel, termination, illness, annual leave and other similar circumstances, are reasons for adjusting this standby duty list. Upon approval of the Department Director and/or Supervisor, employees may trade on-call time with another employee. Employer

approval shall not be unreasonably withheld.

7.6 Rest and Meal Breaks

7.6.1 Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes commencing no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.

7.6.2 Each employee shall be allowed a paid rest period of fifteen (15) minutes in duration, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the morning and afternoon work periods. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

7.6.3 In the event an employee is required to work overtime service in excess of three (3) consecutive hours without a break he/she shall be entitled to an additional one-half (½) hour of overtime compensation.

7.6.4 In the event an employee is required to work unscheduled overtime in excess of five (5) consecutive hours he/she shall be entitled to a meal, to a maximum cost of ten dollars (\$10.00) provided at the expense of the Employer.

ARTICLE 8 EMPLOYEE BENEFITS

8.1 Annual Leave

8.1.1 All regular full-time employees shall accrue, on a monthly basis, vacation in accordance with the following schedule:

Completed Years of Service	Accrual Rate Hours Per Month	Annual Hours of Accrued Vacation
0-1	7.33	88
1	7.33	88
2	8.00	96
3	8.66	104
4	9.33	112
5	10.00	120
6	10.00	120
7	10.66	128
8	11.33	136

9	12.00	144
10	12.66	152
11	13.33	160
12	13.33	160
13	14.00	168
14	14.00	168
15	14.66	176
16	14.66	176
17	14.66	176
18	15.33	184
19	15.33	184
20	16.00	192
21	17.00	204

8.1.2 A regular part time employee who is employed on a regular schedule shall accrue annual leave with pay pro rata.

8.1.3 Annual leave shall be used and charged in minimum thirty (30) minute increments. Annual leave may be carried over from one calendar year to the next up to a maximum of three hundred and eighty-four (384) hours. At the conclusion of the last day of the calendar year, all unexpended annual leave in excess of three hundred and eighty-four (384) hours shall be cashed out in the last payroll cycle of the calendar year. Carry-over of unexpended annual vacation leave in excess of three hundred and eighty-four (384) hours must have the prior approval of the City Manager.

8.1.4 Employees who transfer from one department to another shall be entitled to transfer accrued vacation leave to such succeeding department.

8.1.5 An employee who retires, resigns, or is terminated shall be paid for any unused accrued annual leave up to a maximum of three hundred eighty-four (384) hours. Accrued vacation hours in excess of three hundred and eighty-four (384) hours shall also be cashed out. If an employee is discharged because of unsatisfactory service within the first six (6) months of employment, no accrued annual leave shall be payable. In the event of an employee layoff or death, cash-out shall be one hundred percent (100%) of unexpended accrued annual leave.

8.1.6 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within three hundred sixty-five (365) calendar days from the first available opportunity for its use.

8.1.7 An employee desiring to use accrued annual leave shall submit a completed Vacation Leave Request Form to his/her immediate supervisor. An employee shall be allowed to take vacation only after the scheduled vacation time is approved by the Department Director and/or

Supervisor. The Department Director and/or Supervisor shall respond in writing to the request within five (5) working days.

8.1.8 Should there be any conflict between employees in scheduling preference shall first be given to any employee who had previously postponed their vacations. Preference shall then be given by seniority.

8.2 Holidays

8.2.1 Holidays shall be observed as follows:

New Year's Day	January 1
M.L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25

8.2.2 In addition to the holidays specified above, each regular full time and part time employee may select one (1) non-cumulative personal holiday each calendar year, provided:

- (a) the employee has been employed by the Employer for seven (7) consecutive months;
- (b) the employee has given not less than seventy-two (72) hours of written notice on forms provided to the Department Director and/or Supervisor unless such notification has been waived by the Department Director and/or Supervisor; and
- (c) the Employee's absence will not adversely affect the operations of the Department. Leave taken on these days is with pay and not charged against annual leave.

8.2.3 Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

8.2.4 The Department Director and/or Supervisor may require one or more employees to work on a holiday. Employees required to work on a holiday shall be entitled to either overtime pay or compensatory time off as prescribed in Sections 7.2. and 7.3. Whenever possible, such pay or time off option shall be agreed upon by the Department Director and/or Supervisor and the employee prior to the employee working the holiday. For all hours worked on the holiday, pay or time off shall be at the rate of time and one-half plus the regular rate of pay during the length of the employee's regular shift and double time for hours in excess of the employee's regular shift on the holiday. For example, if an employee's regular shift is eight (8) hours long, then he/she would receive double time after working eight (8) hours on a holiday. Compensatory time shall

be in accordance with the Section 7.3. of this agreement.

8.2.5 Employees shall receive eight (8) hours of holiday pay per designated city holiday, and eight (8) hours of annual personal holiday, regardless of the length of their daily shift. Holiday and personal holiday benefits shall be prorated for part-time employees. Employees on non-eight (8) hour schedules may use accrued vacation hours or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedules to create an eight (8) hour workday on designated city holidays and annual personal holiday, provided the temporary change in schedule does not create overtime, compensatory time or other additional cost to the city.

8.3 Health and Welfare

8.3.1 Medical: The Employer shall remit the required premiums for all regular full time employees, spouse and dependents for the plans described below. Part-time employees, who work at least twenty hours per week, may elect coverage under the medical plan. Part-time employees' medical premium paid by Employer shall be pro-rated based upon the actual hours compensated in comparison with full time hours.

8.3.2 Employees who are covered by a City employed spouse shall not be eligible for medical coverage. Any employee excluded from coverage or who voluntarily opts out of coverage shall be entitled to two hundred and fifty dollars (\$250.00) per year, for reimbursement of non-covered medical costs, i.e. co-pays, premiums, deductibles, overages, etc. An employee shall not be allowed to voluntarily opt out of coverage if doing so would cause the city to violate conditions of the participation agreement or underwriting rules of the Association of Washington Cities (AWC).

8.3.3 For medical coverage effective January 1, 2023, all employees in the bargaining unit may select enrollment in either the AWC Regence HealthFirst 250 Plan or the AWC Kaiser Permanente 200 Plan. Employee premium contributions shall be through payroll deduction in the preceding pay period (e.g., January premiums are deducted from the December pay period).

For 2023, the employee shall pay five percent (5%) of the total cost of the monthly premium (to include spouses and dependents) for whichever plan they select. The Employer shall pay the remaining 95% of the total monthly premium cost.

For 2024, the employee shall 5.5% of the total cost of the monthly premium (to include spouses and dependents) for whichever plan they select. The Employer shall pay the remaining 94.5% of the total monthly premium cost.

For 2025, the employee shall 5.75% of the total cost of the monthly premium (to include spouses and dependents) for whichever plan they select. The Employer shall pay the remaining 94.25% of the total monthly premium cost.

8.3.4 Dental & Vision: For dental and vision coverage effective January 1, 2023 based upon

December 2022 hours, the Employer shall remit the sum required to Washington Teamsters Welfare Trust for each eligible employee, covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. Employee contribution rates for monthly dental and vision premiums shall be as outlined below. Employee premium contributions shall be through payroll deduction in the preceding pay period (e.g., January premiums are deducted from the December pay period).

8.3.5 A new employee shall be eligible for medical insurance coverage during the probation period on the same basis as a regular full-time employee; however, coverage shall not become effective until the first day of the calendar month following the employee's month of hire.

8.3.6 Employees ending their employment with the City have the ability to continue their medical, dental and vision insurance under certain qualifying events on a self-pay basis in accordance with the requirements of Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

8.3.7 It shall be the responsibility of the Employee to notify Human Resources or Payroll in writing within thirty (30) calendar days of any changes in dependent coverage (e.g., marriage, divorce, newborn) on any and all Employer paid benefits. Lack of such notification shall result in the employee reimbursing the Employer for the difference in premiums.

8.3.8 Dental & Vision Maintenance of Benefits: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

8.3.9 Payments: Payments are required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

8.3.10 Delinquency: If the Employer is delinquent in payments, the employer shall be liable for the payment of any claim incurred by employees or dependents during such delinquency. If delinquent, the employer may be notified by the Union and, thereafter, shall have five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

8.3.11 Trust Agreement: The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

8.3.12 The Employer and the Union recognize that the cost of providing health care coverage to employees and their dependents has been an important on-going issue, and agree to meet periodically during the term of this agreement to discuss wellness programs and other means of containing health care cost to the extent possible.

8.3.13 Eligible "dependents" for purpose of medical, dental, and vision coverage under this Section 8.3 shall mean dependents of employees up to the age of 26 years old. After a dependent

reaches age 26, he/she may only continue to receive medical, dental, and vision coverage if permitted by the terms of the applicable plan and at the employee's sole expense through payroll deduction.

8.4 Sick Leave

8.4.1 For employees hired prior to January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of nine hundred (900) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of nine hundred (900) hours will be forfeited; however, employees who have accumulated more than nine hundred (900) hours as of the pay period ending December 24, 2011 will not forfeit any hours already earned, but will not accumulate any additional hours until such time their sick leave balance is under nine (900) hundred hours.

For employees hired on or after January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of four hundred fifty (450) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of four hundred fifty (450) hours will be forfeited.

8.4.2 An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child or grandchild, and any relative living in the employee's household.

8.4.3 An employee who takes more than three (3) consecutive workdays sick leave for any one illness for self or for illness in the immediate family may be required by the department head to present a statement by a physician certifying that the employee's condition, or employee's family member's condition prevented the employee from performing the duties of the employee's position during the period of illness or injury. This requirement may be waived by the Department Director and/or Supervisor.

8.4.4 Employees shall report absence due to illness to their Department Director and/or Supervisor as near as possible to the beginning of their shift.

8.4.5 Employees shall notify their Department Director and/or Supervisor immediately of any and all on-the-job injuries.

8.4.6 Employees who transfer from one department to another shall be entitled to transfer accrued sick leave to such succeeding department.

8.4.7 In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued annual leave in units of one hour so long as such

accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in Article 8, for an employee in Workers' Compensation status with this Employer. If permitted by insurance coverage, an employee continuing to be off work because of illness or injury, and whether job related or not, after having fully used all accrued and annual leave and the Employer-paid benefit in the foregoing sentence, may, for a period of not to exceed six (6) months, continue insurance coverage herein by tendering the full premium costs of same to the Employer at the beginning of each applicable month and the Employer shall remit the same to the carrier(s).

8.4.8 Employees are expected to be on the job unless excused by Department Director and/or Supervisor because of illness. The Employer may make periodic reviews of individual attendance records. The Employer shall retain the right to take corrective steps to deal with use of sick leave for purposes other than those provided for in this Agreement, situations where the employee has prolonged and/or frequent or regular absences, or other sick leave abuse. Corrective steps may include requiring medical consultations, doctor's slips, or disciplinary action, including dismissal.

8.4.9 Employees shall be allowed to donate a portion of their accrued sick leave hours to another employee who is ill or disabled, provided that the employee receiving the donated sick leave has not previously been disciplined for sick leave abuse within the previous 12 months. The transfer of sick leave hours shall only occur if the receiving employee is suffering from an injury, illness or disability preventing his/her return to work and he/she has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, or other leave time to which that employee is entitled. The "done employee" may not receive more than three hundred sixty (360) hours accumulative from donors for any one qualifying event any calendar year, whichever is longer. Any and all transferred hours of sick leave are expressly excluded from termination sick leave pay-off provisions.

8.5 Bereavement Leave

8.5.1 Three (3) workdays shall be granted without leave debit in the case of death of the employee's immediate family; however, effective with the pay period beginning December 25, 2016, bereavement leave shall be limited to no more than eight (8) hours per day for a total of up to twenty-four (24) hours, regardless of the length of the employee's daily shift. Benefits for part-time employees shall be prorated. For this section, "Immediate family" shall include spouse (or spouse equivalent in a cohabitation relationship), son, daughter, step-children, mother, father, stepmother, step-father, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren. or other members of the employee's household. Members of the employee's household means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term doesn't include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

8.5.2 Employees on non-eight (8) hour schedules may use accrued vacation or compensatory

time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedule to create an eight (8) hour workday, provided the temporary change in schedule does not create overtime, compensatory or other additional cost to the City.

8.5.3 An employee shall be allowed to utilize accumulated sick leave, compensatory time or vacation leave for the purpose of making arrangements for and/or attending funeral services of a person related by blood, marriage, or legal adoption; including grandparent, parent, spouse, brother, sister, child, grandchild, or any relative living in the employee's household.

8.5.4 At the discretion of the department head or designee additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the Department Head or designee believes the employee had a close relationship with the deceased. Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

8.6 Life Insurance

8.6.1 The Employer shall provide each eligible employee with a life insurance policy based on existing coverage (which is a policy value of five thousand (\$5,000) for the employee and one thousand (\$1,000) for the employee's dependents) at no cost to the employee. Those employees who desire to purchase additional life insurance above that which is provided by the Employer may do so at their own expense.

8.7 Western Conference of Teamsters Pension Trust

8.7.1 During the term of this agreement, the employees may elect to participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be determined by the employees and such contribution level shall be an offset to the employee's base salary. If and when a decision is made by the employees to participate in this program the Employer shall receive written notification at least thirty (30) calendar days in advance and an amendment containing the required contractual language shall be drafted and attached to this agreement as an amendment.

8.7.2 Should the bargaining unit elect to participate in the Western Conference of Teamsters Pension Trust Plan, or any enhancements thereto, the Union and its members will indemnify and hold harmless the City of Chehalis for any future liability that may be incurred because of any underfunding of the Plan.

8.8 Termination/Separation Pay

8.8.1 Upon the death of an employee, all compensation due to him or to her shall be paid to the employee's designated beneficiary or, in the absence of a beneficiary designation, to the estate of the deceased employee.

8.8.2 Employees hired prior to June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of seven hundred twenty (720) hours), then
- c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

8.8.3 Employees hired on or after June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of four hundred fifty (450) hours), then
- c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

ARTICLE 9 EMPLOYEE COMPENSATION

9.1 Wages

9.1.1 Wages shall be set forth in Appendix "A"

9.1.2 Each employee shall be assigned a job classification as specified in Appendix A and paid accordingly, except as set forth in Section 9.3. hereof. This base rate of pay shall be used in calculating holiday, vacation and sick leave compensation.

9.1.3 The Union recognizes the Employer's right to establish new job classifications. The Employer recognizes the Union's right to bargain the compensation.

9.2 Longevity

9.2.1 In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
5 years but less than 10 years of service	\$25
10 years but less than 15 years of service	\$40
15 years but less than 20 years of service	\$50
20 years but less than 25 years of service	\$60
25 years or more years of service	\$75

9.3 Working Out of Classification

9.3.1 An employee who is temporarily assigned by the Department Director or Supervisor to a position with a higher pay range for a period in excess of sixteen (16) or more consecutive working hours, and who performs significant job duties representative of such position, shall be compensated at five percent (5%) over his/her existing base wage for all hours worked when temporarily assigned to the position. This does not include any period of time when an employee is on call, on leave of any type, or otherwise not actively working.

9.3.2 Employees required to use equipment from an out of class equipment list will be paid five percent (5%) out of class pay after two (2) hours continuous use back to the first hour. The Equipment Operator II position at Public Works will be excluded from this provision, because using this equipment is already a part of the job description.

- 1) Out of class list
 - a) Backhoe;
 - b) Motor grader;
 - c) Track excavator;
 - d) Bull dozer;
 - e) Heavy-duty front-end loader, excluding front-end loader of backhoe;
 - f) Van mounted video equipment

9.3.3 An employee who is temporarily assigned by the Department Director to a management or mid-management position with a higher pay range for a period in excess of thirty-nine (39) consecutive working hours, and who performs the job duties of such a position, shall be compensated at fifteen percent (15%) over his/her existing wage or ten percent (10%) below Step A of the Supervisor/Manager of the position the employee is temporarily filling (whichever is higher) for the entire period of time when so assigned. This does not include any

period of time when an employee is on call, on leave of any type, or otherwise not actively working.

9.4 Confined Space Rescue Team

9.4.1 Employees serving on the confined space rescue team shall be compensated an additional fifty dollars (\$50.00) per month for each month assigned.

ARTICLE 10 SENIORITY AND LAYOFF

10.1 Seniority Standing

10.1.1 An employee shall accrue seniority from his/her date of hire into a position included in this bargaining unit, and it shall include CETA experience with Employer. The seniority list shall be updated annually in January, if requested by the Union or at any time deemed necessary by either the Employer or Union. Any return to employment with Employer after a separation or break in active service with Employer, other than layoff status, leave of absence or time loss under Worker's Compensation, shall constitute a new seniority reference date, in which case the previous employment seniority date shall be of no consequence. Time away from employment while on layoff status or unpaid leave of absence, shall not cause total loss of original seniority position, but such period shall cause the seniority hire date and position hire date to be advanced in time by the number of calendar days absent so as to provide adjusted seniority and position hire dates. The probationary period for new employees shall be one (1) year from the date of hire.

10.2 Layoff and Recall

10.2.1 In the event the Employer elects to layoff an employee, the following guidelines shall be utilized in implementing the layoff.

10.2.2 The Employer shall make the initial decision regarding the particular job position(s) within in the bargaining unit that is (are) the subject of the layoff.

10.2.3 The incumbent employee to be laid off shall be notified, in writing by the Employer, not less than sixty (60) calendar days in advance of commencement date of the layoff.

10.2.4 The initial employee who is laid off and each subsequently bumped employee shall have the right to bump downward or laterally into a classification occupied by a less senior employee, as long as the bumping employee is qualified to hold such job position. Any employee wishing to exercise their bumping rights shall have five (5) working days to declare their decision to the Employer.

10.2.5 "Downward or laterally" shall mean to a position with a pay range that is lower or equal to the position to be eliminated. Within the new position pay range, an employee will be

placed at the step with the pay closest to, but not exceeding, the rate of pay they were receiving in the position from which they were laid off or bumped.

10.2.6 “Qualified” shall mean possession of knowledge, skills, experience and ability to operate and/or carry out duties and tasks related to equipment and/or other functions of the position. An employee bumping to a position shall be given the same time limit to acquire endorsements, licenses, certifications, and cards as required in the job description. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.7 An employee who is bumping to a position, program or to a piece of equipment different from that to which he/she was previously assigned shall enter a thirty (30) working day trial period to manifest satisfactory performance. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.8 The Employer shall provide written notice of denial of a specific bumping request or of unsatisfactory performance in a thirty (30) working day trial period. The employee who was displaced by the bump shall be returned to his or her formerly held job position.

10.2.9 If an employee is removed from such job position within his or her thirty (30) working day trial period, such employee shall be permitted to exercise a bump into another classification of a less senior employee and the aforementioned process will begin anew.

10.2.10 Each employee shall be limited to two (2) seniority bumps during any one layoff period in which a thirty (30) working day training period has been provided, thus it is important that such employee take into consideration his or her skills and ability relative to the skills and abilities required by the job position or classification being accessed.

10.2.11 Disagreements that arise from Employer decisions in this provision shall be addressed through the grievance procedure.

10.2.12 Employees who are on layoff status shall be recalled in order of highest seniority, into any employment vacancy within this bargaining unit, provided that the employee is qualified. Employees laid off shall remain, for a period of twenty-four (24) months from date of layoff, on a Recall List maintained by the Employer. The Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee’s last known address. If the employee fails to report for work or to otherwise respond within one week of receipt of notice, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list.

ARTICLE 11 EMPLOYEE DISCIPLINE

11.1 Just Cause

11.1.1 An employee shall not be disciplined and/or discharged except for cause. Any sanction

imposed by the Employer shall be reasonable in light of the circumstances which pertain. The Employer shall consider the concept of progressive discipline when imposing a sanction. Progressive discipline does not mean that Employer must start at any particular level when imposing discipline. Rather, the concept of progressive discipline means Employer should consider all of the relevant facts, to include the employee's previous disciplinary history (if any), when deciding what level of discipline is appropriate in any particular case.

11.1.2 The first twelve (12) months of employment shall be considered the employee's probation period, during which time the probationary employee shall be considered an "at will" employee. Accordingly, probationary employees shall not have access to the grievance procedure for discipline or termination set forth in Article 13 of this agreement.

11.1.3 No employee shall be discharged for having wages or salary subject to a writ of garnishment.

11.2 Types of Discipline

11.2.1 Listed, but without limitation, the forms of discipline shall generally include the following:

11.2.2 Oral Warning: This type of discipline should generally be used for infractions of relatively minor degree and may not be grieved by the employee or the Union. The Department Director and/or Supervisor should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures. The Employer may reduce an oral warning to writing to document its occurrence. In that case, the Employer shall place the documented oral warning in the employee's personnel file and shall provide a copy to the employee.

11.2.3 Written Warning: This notice will generally be issued by the Department Director and/or Supervisor in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

11.2.4 Demotion: This form of discipline is generally administered when the employee's actions or inactions have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

11.2.5 Suspension: This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or correction performance. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

11.2.6 Discharge: This form of discipline results in termination of employment. If in the

opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

11.3 Application of Discipline

11.3.1 Except in the case of action, behavior or conduct that calls for immediate termination, the Employer shall utilize the concept of progressive discipline. This means, as a general proposition, the Employer shall impose the lowest level of discipline which is appropriate to the employee's actions. Accordingly, the concept of a progressive discipline does not necessarily mean that the Employer shall impose the lowest level of discipline. The level of discipline imposed shall be determined by the employee's conduct at issue and any other relevant factors (such as, for example, the employee's previous disciplinary history). In the event of discharge for disciplinary reasons, the terminated employee shall be furnished the reason(s) for such termination in writing.

11.3.2 When a regular employee is placed on disciplinary probation, the employee shall be given a written statement of the action taken, the reasons for the action, the consequences of repeating or engaging in further or other unacceptable behavior and the action, change or improvement required. The written statement shall be given to the employee at the time the regular employee is placed on disciplinary probation. A copy of the written statement shall be placed in the employee's personnel file.

11.3.3 Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probationary period, the regular employee must show the required improvement necessary to remain in the position.

ARTICLE 12 EMPLOYEE RIGHTS

12.1 Interviews and Hearings

12.1.1 A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. The employee shall receive written notification at least seventy-two (72) hours prior the pre-disciplinary hearing, unless the urgency of resolving the complaint dictates that a shorter notice is appropriate. The written notification shall provide the following information:

- a) The data formulating the basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;
- c) Advice to the employee of his or her right to union representation during the hearing.

12.1.2 The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing unless accompanied by his or her union representative. The employee may then refrain from participating in the hearing, thereby protecting his or her

right to representation, but at the same time relinquishing any benefit which might be gained from responding at the hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

12.1.3 When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Grievance Definition

13.1.1 The purpose of this grievance procedure is to provide a means for resolution of disagreements.

13.1.2 The employee and/or the Union may elect to use this procedure whenever the employee and/or the Union has a grievance. A grievance must be filed with the immediate Supervisor within twenty (20) working days of the occurrence of the action or inaction complained of, or within twenty (20) working days of the date when the aggrieved employee knew or should have reasonably known of the occurrence of such action or inaction. Failure to file within said timeline shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

13.2 Procedure

13.2.1 The grievance procedure shall be as follows:

STEP ONE - Should an employee or the Union feel that his/her or its rights and privileges under this Agreement have been violated, the aggrieved employee or the Union shall, within twenty (20) working days of the date that the grievance occurred, present the facts in writing to the immediate Supervisor. The grievance must be signed by the employee or, where the grievance is being filed by the Union, by the Union representative and must state the issue, the section of this agreement violated, facts giving rise to the grievance and the remedy sought. Within five (5) working days, the supervisor shall arrange for a meeting with the Union, the employee and the supervisor for discussion and attempted resolution of the issue. The supervisor shall state his or her position in writing to the Union within five (5) working days of such hearing.

STEP TWO - If the supervisor's response is not satisfactory to the Union and/or employee, the Union may submit the matter in writing within five (5) working days to the department head, simultaneously providing to the applicable supervisor a copy of the written submission. The department head shall arrange for a meeting with the Union and the supervisor within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing.

STEP THREE - If the Department Director response is not satisfactory, the Union may submit the matter in writing within five (5) working days to the City Manager, simultaneously providing to the applicable department head and supervisor a copy of the written submission. The City Manager shall arrange for a meeting with the Union and the department head within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing. If the City Manager's decision is not satisfactory the matter may then be subject to arbitration as set forth below. Provided however, oral warnings may not be submitted to grievance arbitration.

13.3 Grievance Arbitration

13.3.1 The moving party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute, or may request the Public Employment Relations Commission to provide a list of seven (7) arbitrators registered with that agency. If a list is selected, the striking order shall be determined by a flip of a coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 13.2.1 and will be accompanied by the following information:

- a) question or questions at issue;
- b) statement of facts; and
- c) position of each respective party.

13.3.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.
- b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. Provided however, the arbitrator may in his/her discretion, direct the parties to submit post-hearing briefs. The arbitrator shall also be empowered to establish the procedures of the arbitration which are not otherwise articulated in the Section 13.3.
- c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the arbitrator which is beyond his or her jurisdiction.
- d) Each party shall bear the cost of presenting its own case.
- e) Either party may request that a transcript record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

ARTICLE 14 USE OF CITY FACILITIES & EQUIPMENT

14.1 Use of Equipment

14.1.1 Employees classified as “mechanics” will supply their own 1 ¼ inch or less size tools. Employer will supply larger and specialty tools. Mechanics may access their own tools off-duty. Provided, however, only official and authorized Employer work may occur on the Employer’s property at all times.

ARTICLE 15 SEVERABILITY

15.1 Savings Clause

15.1.1 If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

15.1.2 Agreement reached between the parties to this Agreement shall become effective when signed by designated representatives of the Employer and the Union, and ratified and/or approved by the Union membership and the City Council.

ARTICLE 16 LABOR MANAGEMENT MEETINGS

16.1 Labor-Management

16.1.1 In order to improve employer/employee relations, both parties recognize the benefit of labor-management cooperation in improving communication, addressing operations problems, and for providing a better work environment. It is the intent of both parties to establish such a committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The committee will meet as needed, and both parties may submit agenda items to be discussed. It is agreed that the labor-management committee shall have no collective bargaining authority and that understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

ARTICLE 17 TERM OF AGREEMENT

17.1 Contract Openers

17.1.1 Should either party to this Agreement wish to initiate collective bargaining over changes they may wish to introduce into future terms of this Agreement, notice of the substance of the changes shall be mailed to the authorized parties signatory to the Agreement not later than August 31 of the calendar year prior to the calendar year during which such changes or reopener

provisions are to be effective.

17.2 Duration

17.2.1 Except as expressly noted herein, the effective date of this Agreement shall be January 1, 2023.

17.2.2 This Agreement will remain in effect from January 1, 2023 to December 31, 2025.

EXECUTED THIS 9th day of January, 2023.

**Brian Blaisdell, Secretary Treasurer
Teamsters Union Local #252**

**T. Jill Anderson, City Manager
City of Chehalis**

**Heather Slusher, Business Agent
Teamsters Union Local #252**

**Glenn Schaffer, Human Resources
Administrator
City of Chehalis**

**Attest:
Kassi Mackie, City Clerk
City of Chehalis**

APPENDIX A – SALARY SCHEDULE

A.1 2023, 2024, 2025 Salary Schedules

A.1.1 WAGES

Effective December 25, 2022, the 2023 salary schedule shall be as follows (represents a 7% increase):

Range	A	B	C	D	E
13	\$ 3,153	\$ 3,310	\$ 3,475	\$ 3,649	\$ 3,830
14	\$ 3,310	\$ 3,475	\$ 3,649	\$ 3,830	\$ 4,023
15	\$ 3,475	\$ 3,649	\$ 3,830	\$ 4,023	\$ 4,224
16	\$ 3,649	\$ 3,830	\$ 4,023	\$ 4,224	\$ 4,435
17	\$ 3,830	\$ 4,023	\$ 4,224	\$ 4,435	\$ 4,656
18	\$ 4,023	\$ 4,224	\$ 4,435	\$ 4,656	\$ 4,889
19	\$ 4,224	\$ 4,435	\$ 4,656	\$ 4,889	\$ 5,134
20	\$ 4,435	\$ 4,656	\$ 4,889	\$ 5,134	\$ 5,389
21	\$ 4,656	\$ 4,889	\$ 5,134	\$ 5,389	\$ 5,659
22	\$ 4,889	\$ 5,134	\$ 5,389	\$ 5,659	\$ 5,942
23	\$ 5,134	\$ 5,389	\$ 5,659	\$ 5,942	\$ 6,239
24	\$ 5,389	\$ 5,659	\$ 5,942	\$ 6,239	\$ 6,551

Effective December 25, 2023, the City shall increase the base wages of all employees based upon the Seattle-Tacoma-Bellevue CPI-W (measured from June, 2022 to June, 2023), minimum of 3.5% and maximum of 5%.

Effective December 25, 2024, the City shall increase the base wages of all employees based upon the Seattle-Tacoma-Bellevue CPI-W (measured from June, 2023 to June, 2024), minimum of 3.5% and maximum of 5%.

A.2 Step Assignments/Advancements

A.2.1 All employees under this Agreement shall be paid in accordance with the job classifications rates set forth in Appendix A of this agreement, as now in force or hereafter amended.

A.2.2 Progression through the positions and/or job classifications covered by and in this contract shall be as set forth below:

A.2.3 No employee shall be assigned to a salary range not in conformance with the salary schedule contained in the classification plan included in Appendix A.

A.2.4 The minimum rate established for a salary range shall be the normal hiring rate; provided,

however, that the City Manager, upon the recommendation of the department head, may authorize original appointments or reinstatements for other than the minimum rate if he determines such remuneration to be in the best interests of the City.

A.2.5 Eligibility for advancement from one salary step to a higher salary, step, not to exceed at any time the maximum rate of the prescribed range, will depend upon the employee's performance as appraised by the immediate supervisor and/or department head. Step increases shall be given annually on the anniversary date to any employee who consistently meets or exceeds the standard requirements of the position. The department head shall present written evidence, to the Personnel Officer, of the employee's performance in relation to the standard expectations of the position.

A.2.6 All employees covered by this Agreement who occupy positions which fall within the classifications prescribed by the City Council shall be compensated according to the basic established salary ranges and steps set forth in Appendix A. This agreement shall be the final determining factor for the payment of employee compensation during the year(s) to which this Agreement is applicable.

A.3 Range Assignments

A.3.1 The employee classifications shall be compensated in accordance with the salary schedule as specified above

CLASSIFICATIONS	Pay Range
Recreation Assistant	13
Office Clerk/Receptionist II	14
Property Maintenance Worker	15
Utility Customer Service Representative I	15
Utility Customer Service Representative II	16
Accounting Technician II	17
Poplar Tree Plantation Worker/Utility Worker I	17
Wastewater Laboratory Assistant	17
Water Meter Reader	17
In-Training Wastewater Operator	18
In-Training Water Operator I	18
Poplar Tree Plantation Worker/Utility Worker II	18
Water Distribution Operator I	18
Water Distribution Operator I /Meter Reader	18
Equipment Operator I	19
Permit Technician	19
Property Maintenance Technician I	19
Storm Collection Specialist	19
Water Distribution Operator II	19
Water Treatment Operator I	19
Wastewater Collection Specialist	20
Equipment Operator II	20
Public Works Office Manager	20
Traffic Control Technician	20
Vehicle Maintenance Technician	20
Wastewater Laboratory Technician II	20
Wastewater Treatment Operator	20
Property Maintenance Technician II	21
Development Review Spec/Bldg. Inspector	21
Development Review Specialist/Permit Technician	21
Engineer Technician I	21
Equipment Maintenance Technician	21
Maintenance Technician - Electrical,	21

Electronics & Equipment	
Water Treatment Operator II	22
Engineer Technician II	22
Lead Wastewater Treatment Operator	24
Accountant	24
Building Official	24
Engineering Technician III	24
Planner	24

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**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Kassi Mackie, City Clerk

MEETING OF: January 9, 2023

SUBJECT: City Council Committee and Board Assignments

ISSUE

Recently, Southwest Washington Regional Planning Organization (SWRTPO) requested that the City of Chehalis provide an alternate for Mayor Ketchum. The assignments are typically made at the second meeting in January of even years, after elections. The need to fill the alternate position for the SWRTPO board provides the City Council an opportunity to review and make changes to other board and committee assignments if the City Council would like to do so. A full list of City Council committees, boards, and current assignments is attached for Council review.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Council direction is requested for the alternate on the SWRTPO Board, as well as any additional changes to board and committee assignments.

SUGGESTED MOTION

There is no suggested motion.

Council Committee/Board Assignments

Approved 2/10/2020

Updated 3/21/2022 **Revised 7/1/2022**

Board/Committee	Council	Staff	Meeting Info
911 Dispatch Committee	McDougall Pope Lund	City Mgr Police Chief Fire Chief	TBD
Beautification Committee	Pope Spahr Lund	Planning & Building Mgr Police Chief	TBD
Centralia-Chehalis Transportation Cooperative	Mayor Ketchum Spahr Wilson Carns	City Mgr Public Works Dir	Does not currently meet- No longer a group
Chehalis Basin Flood Authority	Mayor Ketchum	Public Works Dir	3rd Thurs of each month 9:00 AM
Chehalis Community Renaissance Team	Mayor Ketchum Lord Pope	City Mgr City Mgr's Admin Asst	2nd Fri of each month 8:30 AM City Hall
Chehalis-Napavine-LCSD No. 4 Sewer Operations	Pope Spahr		As needed
Chehalis Parks Subcommittee	Lord Lund Pope	City Mgr Recreation Mgr	As needed
Board/Committee	Council	Staff	Meeting Info
Chehalis River Basin Partnership	City Rep: Terry Harris	Wastwater Supt Water Supt	4th Fri of each month 9:30 AM Lucky Eagle Casino, Rochester
Council Budget Committee	McDougall Lord Spahr	City Mgr Finance Dir	Quarterly
Council Growth Management Committee	Pope (Chair) Lord Mayor Ketchum		As needed

Council Parking Committee	Lord Lund Spahr		As needed
Council Voucher Committee	McDougall Pope Spahr		Twice per month to review and sign vouchers Finance Department
Fire Consolidation Subcommittee	Mayor Ketchum Lund Spahr	City Mgr Fire Chief	Not Currently Meeting
Lewis County Historical Museum Board	McDougall		3rd Tues of each month 5:00 PM Historical Museum
Lewis County LEOFF Disability Board	Mayor Ketchum		2nd Thurs of each month 9:00 AM Lewis County Commissioner' Office
Lewis County Planned Growth (GMA) Committee	Spahr	City Mgr Planning & Building Mgr	Annually
Lewis County Public Transportation Benefit Area Authority (Twin Transit)	Mayor Ketchum Alternate- Wilson Carns		Last Tuesday of Each Month 4:00 PM Location TBD
Board/Committee	Council	Staff	Meeting Info
Lewis County Solid Waste Advisory Committee	Spahr		1st Wed of each month 1:30 PM Lewis County Public Services
Lewis County Solid Waste Disposal District Executive Committee	Spahr		Once per year to approve budget
Lewis County Transportation Strategy Council	Mayor Ketchum Lord	City Mgr	3rd Mon of each month 2:00 PM Lewis County Public Services
Economic Alliance of Lewis County Board	Spahr		2nd Thurs of Jan, Mar, May, Jul, Sept, Nov 7:00 AM Holiday Inn Express
Lodging Tax Advisory Committee	Lord	City Mgr's Admin Asst	Annually or as needed

			City Hall
Pt. 09 Committee	Spahr		2nd Fri of Mar, Jun, Sept, Nov 8:30 AM Lewis EDC
Sister City Committee	Mayor Ketchum	City Mgr's Admin Asst	Currently suspended
SWW Economic Development Commission	Spahr	City Mgr	Twice per year in Jan, Jun
SWW Regional Transportation Planning Organization Board	Mayor Ketchum		2nd Wed of Feb, May, Sept, Dec Various member locations