



CITY OF BLACK DIAMOND

April 1, 2021 Regular Business Meeting Agenda

**THIS IS OFFERED AS A ZOOM MEETING ONLY.
CALL IN AND JOINING INFORMATION FOLLOWS:**

Zoom link to join meeting:

<https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047

Password: Council

Telephone dial in options:

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)

Meeting ID: 445 447 7047

Password: 426953 (phone in only)

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) Council Position #4 and #7 Interviews with Applicants

Presentation

In-School Mental Health Counseling – Sara Stratton, Executive Director Rainier Foothills Wellness Foundation

CONSENT AGENDA:

2) Claim Checks – April 1, 2021, Check No. 49809 through 49843 in the amount of \$211,158.73

3) Minutes – Council Meeting of March 4, 2021, Joint Meeting of March 9, 2021, Work Session of March 11, 2021, Special Meeting of March 18, 2021, and Council Meeting of March 18, 2021

4) AB21-016 – Resolution Adopting Professional Unit Collective Bargaining Agreement Ms. Martinez

5) AB21-017 – Resolution Adopting Public Works/Admin Support Collective Bargaining Agreement Ms. Martinez

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. Please use the “raise your hand” feature and once recognized by the Chair you may unmute and state your name and city for the record. Please limit your comments to 3 minutes. For those dialing in please press *9 to raise your hand and *6 to unmute yourself.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

6) AB21-018 – Resolution Authorizing Professional Services Agreement with Icicle Creek Engineers, Inc. for Conducting a Mine Hazard Assessment and Ground Proofing Program Related to the Black Diamond Police Station and Municipal Court.

Chief Kiblinger

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

- Councilmember Oglesbee
- Councilmember Wisnoski
- Councilmember de Leon
- Councilmember O’Donnell
- Councilmember Deady

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION

Applicant Information

(Please type or print)

Applicant Name Leih Mulvihill
Residence Address 32202 5th Ave
Home Phone 253-886-1918 Work Phone _____
Email leih023@gmail.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Black Diamond on separate pages, using no more than 3 pages total:

1. Why are you interested in serving as a Black Diamond City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else you would like to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) **no later than 4:00 p.m. on March 23, 2021**. Applications received after 4:00 p.m. will not be accepted.

If delivered or mailed the application and any correspondence should be addressed to:

**Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010**



LEIH MULVIHILL

32202 5th Ave., Black Diamond, WA 98010 · 253-886-1918

Email · leih023@gmail.com

Brenda L. Martinez
City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Dr.
Black Diamond, WA 98010

March 19, 2021

Good Afternoon Brenda!

Please accept this letter, resume, application, and completed supplemental questions for vacant council position #4.

I love Black Diamond and would have loved to see our sleepy little burg stay that way, but for the survival of our city, I knew this is not possible. I served on the Council that created the MPD's and Design guidelines for the current building projects. I was proud of all our hard work and accomplishments. But seeing how it is being built out, I feel some things were lost in translation, which concerns me.

Another item of concern for me is the Historic District. In the 'old days, all construction and updates to buildings in the district had to follow specific design guidelines to keep in line with the historical past of our community. I fear this may not be true in the future and would like to maintain those standards.

Thank the Council for their time and consideration regarding my possible appointment to the current City Council. Thank you, Brenda, and I hope you have a fabulous day!

Regards,

Leih Mulvihill

Leih Mulvihill,
Past Business Owner, Past Council Member, and Current BD Resident

Encl.
Supplemental Questions
Resume
Application



LEIH MULVIHILL

32202 5th Ave., Black Diamond, WA 98010 · 253-886-1918

Email · leih023@gmail.com

Brenda L. Martinez
City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Dr.
Black Diamond, WA 98010

SUPPLEMENTAL QUESTIONS

1. Why are you interested in serving as a Black Diamond City Councilmember?

I was asked to apply by Councilmember Tami Deady. I love this town and have adopted it as my home town.

2. What strength would you bring to the Council?

My easy-going manner and the ability to look at all sides of an issue to come to an objective decision. I have experience holding Black Diamond planning commission and city council positions, 2003-2012.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

*Safety & security of our community residents – serving on the Public Safety Committee
Diverse Community – Welcoming new people of diverse cultures to our 'Home Town'
Keeping the 'Home Town' feel – Working to keep the original planning designs for the Historical District and new commercial areas.*

4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committee, task forces, or commission and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.

- Volunteer & Contributor, Black Diamond Community Center 2010-current
- Editor, Black Diamond Historical Society Newsletter 2012- current
- Council Member, City of Black Diamond 2008-2012
- Black Diamond Labor Days, Executive Director & Emcee 1999-2013
- Planning Commissioner, 2003-2007
- Black Diamond Miners Day, Founder 2003-2006
- Black Diamond Merchants Partnership, Founder 2003-2006
- Maple Valley Black Diamond Chamber Director, 2001-2008

5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

Since this is a short appointment of only a few months help to keep the city moving forward and on track.

6. What is your vision for our City and community?

I envision a diverse, walkable community where everyone knows your name. A community with a local grocery store, drug store and active farmers market. A community that cares for and supports its families, seniors and businesses. A community that celebrates its uniqueness and valuable history. A welcoming community.

7. Is there anything else you would like to add that would help us to get to know you a little better?

In 1975, while living in Spokane and on a weekend trip to Seattle, I saw the exit sign on I-90 to Black Diamond and wondered about it. Sometime later, after moving to Seattle, I would ponder about it every time I saw it. I felt drawn to it like a beacon from a lighthouse. While dating my husband, I asked him about Black Diamond, and he said, "Oh, there's an excellent bakery there that serves the best cinnamon rolls." But that was all he knew.

We started our life together in a sketchy neighborhood, and once we had our family, I began worrying about their life growing up as the area had become increasingly more dangerous. We had been looking for a house for quite a while, and after an argument, I threw the kids in the car and went for a drive. I prayed to find my new home.

I came into town on the west side and noticed how serene and cute the homes were. I had no idea where I was or how I even got there. As I drove around, I had a feeling as if I belonged here. I saw a home for sale sign arrow and started following it. As soon as I saw the house, I knew I had found our home. I grabbed a flyer and couldn't wait to show it to Tom.

I was a kid who had grown up in an unstable environment. I had gone to 15-grade schools, two junior high schools, and 2 High schools. I didn't know what home was. I didn't have a 'Home Town,' but as soon as we moved to Black Diamond in 1993, I knew I had found my hometown, and it had been calling me to me for eighteen years.

Every time I met someone while on a walk or in a store, they were lovely and welcoming. I would tell the kids, "You know what? I love this town!" It got to the point that whenever I said, "You know what?" They would answer, "We know, Mom, you love this town!"

And 28 years later, my kids have grown up here, and one has bought a home here. I owned a business here for 19 years. I've been active in the community; served on the planning commission and the council. Supported the Black Diamond Museum and the Community Center and still do. Chaired Black Diamond Labor days for 12 years, founded Miner's day, and a merchants partnership while serving on the Chamber.

And you know what? I still love this town!

Leih Mulvihill

32202 5th Ave.
Black Diamond, Washington 98010
253-886-1918 C
leih023@gmail.com

Mission Statement

"To be of service, to use my skills to better the organization I work with and to have a positive influence on all I come into contact with."

Career Snapshot

- Twenty plus years in Event Planning
- Over fifteen years Senior Buyer/Merchandiser/Store Manager
- Nine years in Product Design
- Ten+ years Office Administration
- QuickBooks 14 years

Awards

- Runner-up in Evening Magazines Best of Western Washington, Best of Women's Accessories 2013 & 2014 Runner-up in Gift Shop 2011
- Best of MV/BD/Covington Clothing/Shoe Store 2008-2015
- Best of MV/BD/Covington Gift Shop 2008-2015
- Paul Harris Fellow Rotary 2010
- Dean's List, DeVry University 2009-2011
- Citizen of the Year 2004

Computer Skills

MS Office Products
Word, Publisher, Excel & PP
Adobe Products
In Design CS4
Photoshop CS5
QuickBooks

Education

Keller Graduate School 2011-2012
Masters Hospitality Classes

DeVry University 2009-2011
BS Business Technical Management
Minor-Web Graphics Design

Shoreline Community College
Applied Associate of Arts in Business

Event Specialist & Emcee

Key Skills

- Public Speaking
- Strategy planning
- Problem solving
- Customer Care
- Detail oriented
- Trend setting
- Conceptualizing
- Team builder
- Merchandising

Currently Freelancing: Semi-Retired & part-time Graphic Designer
Creating marketing materials for small businesses, Real Estate Professionals, Speakers, Business Coaches, etc.

Events Planned & Coordinated

Fashion Shows	Afternoon Teas
In-store presentations	Free Pictures with Santa
New Product Introductions	Food Drives
Grand Openings	Community Events
Ribbon Cuttings	Black Diamond Labor Days
Speaker Luncheons	Miners Days
Trunk Shows	Auctions
Wine Tastings	Presidents Dinner

Professional Experience

The Dazzled Dame Owner/Buyer/Visual Designer
Maple Valley, Washington February 2012- July 2015

Leih's Gifts Owner/Buyer/Visual Designer
Black Diamond, Washington November 1998 - January 2012

- Created a successful customer service & care policy that produced a loyal customer base
- Manage total store operations, including hiring, training, evaluation and schedules
- Establish marketing strategies for successful campaigns to increase revenue
- Process reports and fiscal analysis for future purchasing needs or changes
- Design & plan marketing events
- Responsible for sales planning, by dept., by month, and core vendor plan
- Merchandising & Design; Create effective, intriguing and striking displays to heighten product image to capture and hold the customers attention and promote sales
- Established an intern program for Visual Merchandising & Marketing Students
- Coordinate store direction as trends are dictated by customer needs and buying habits.
- Office administration

Volunteer Work, Clubs, Organizations & Affiliations

- Mighty Miracles Director & Emcee 2017 - 2020
- Editor, Black Diamond Historical Society Newsletter 2012- current
- Editor, Maple Valley Historical Society, The Bugle 2014 - 2016
- Council Member, City of Black Diamond 2008-2012
- Black Diamond Labor Days, Executive Director & Emcee 1999-2013
- Maple Valley Rotary 2007-2011
- Planning Commissioner, 2003-2007
- Black Diamond Miners Day, **Founder** 2003-2006
- Maple Valley Black Diamond Chamber Director, 2001-2008

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION

Applicant Information

(Please type or print)

Applicant Name Debbie Page
Residence Address 32215 Bruckners Way Black Diamond 98010
Home Phone Cell 206-579-0249 Work Phone Same
Email debbie@debbiepage.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

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Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010

Debbie Page
32215 Bruckners Way
Black Diamond, WA 98010
Debbie@DebbiePage.com
206-579-0249

March 22, 2021

To:
Brenda Martinez, City Clerk
Mayor Carol Benson
Black Diamond City Council

My name is Debbie Page and this letter serves as my notification of application and consideration for appointment to Black Diamond City Council Position #4 or Position #7.

A resident of the city of Black Diamond, since September of 2019, my move here was three years in the making and I am proud to call this home.

I bring to this community twenty five years of entrepreneurship and business ownership experience having acquired, scaled and sold two businesses and for the last ten years have been operating my current business coaching and consulting women business owners around the world to create sustainable, scalable and profitable businesses.

The long term plan for the city will be a guidepost for all recommendations I would make in this role as well as thoughtful evaluation and recommendation for the very immediate issues of fire services and the long term permanent solution for a City Hall that serves the needs of our community.

Black Diamond is in the midst of a sustained growth phase. There are many opportunities for us to be seen as the gold standard for urban growth while maintaining the value of rural by design. I look forward to making valuable contributions if selected for appointment.

Attached you will find my CV, and complete answers to the supplemental questions provided with the application for appointment.

I appreciate your consideration and look forward to the opportunity to interview with you and to work together and contribute to the success of the city of Black Diamond.

Sincerely,

Debbie Page

DEBBIE PAGE

STRATEGIC BUSINESS
COACH FOR WOMEN



CONTACT INFORMATION



206-579-0249
32215 Bruckners Way
Black Diamond, WA 98010



debbie@debbiepage.com
debbiepage.com



LinkedIn: DebbieKPage

EDUCATION

Washington State University
BA COMMUNICATIONS 1992

Money Coaching Institute

CERTIFIED MONEY COACH 2017

AWARDS

- 2019 Best of Bellevue Business Development Service
- 2013 and 2014 eWomenNetwork International Femtor Managing Director of the Year

SPECIALIZATIONS

- Strategic Planning
- Small Business Marketing
- Cashflow Efficiency
- Business Profitability
- Public Speaking
- Communication
- Relationship Development

PROFESSIONAL EXPERIENCE

Owner & Founder

DEBBIEPAGE.COM
APRIL 2011 - PRESENT

- Coaching and consulting to women business owners around the world
- In charge of overseeing vision and execution of female founders business plans and operations
- Data analysis and review

Independent Financial Advisor | Broker & Agency Owner

APRIL 1996 - 2011

- Developed portfolios for asset protection, accumulation & distribution
- Managed a team of eighteen sales professionals
- Managed multimillion dollar operation
- Negotiated acquisition and sale of the operation

VOLUNTEER | COMMUNITY

2001 - Present Life Center NW Advisory Board
2011 - 2015 Executive Managing Director eWomenNetwork
2015 - Present Elizabeth Gregory Home Advisory Board
2015 - Present US Small Business Administration Trainer
2019 - Present Eagle Creek HOA Board Member

Supplemental Questions

Why are you interested in serving as a Black Diamond City Councilmember?

I want to serve as a Black Diamond City Councilmember because I would like to see a stronger sense of collaboration within the community and would work to foster positive relationships built on trust and understanding and will be committed to the elimination of an “us vs them” mindset.

Our growing community is facing opportunities similar to what a growing business experiences and I excel in determining the next best steps to execute and see them through to completion.

What strength would you bring to the Council?

My greatest strength is clear concise communication and data analysis followed by exceptional problem solving and relationship development.

What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

1. Infrastructure/Traffic – Black Diamond has an ever increasing traffic/infrastructure problem that will result in traffic continually increasing congestion without consistent progress that keeps pace with the growth or stays ahead of it. There will never be a solution that makes everyone satisfied. I would first take the time for a deeper understanding of the City’s long term plan for traffic infrastructure and work to clearly communicate those objectives and provide regular updates and education to residents, while maintaining clear communication and accountability with stakeholders responsible for keeping on time with the task ahead.
2. Communication – When residents do not receive information frequently and in a timely manner they make their own conclusions and then their perception becomes their reality. I will work with fellow council members and city staff to create a cohesive communications plan that is branded and managed with consistent messaging across all City owned social channels, email and direct mail.
3. Environmental Responsibility and Protection of Natural Resources – As residents of Black Diamond we are charged with the preservation and protection of our natural resources with environmental responsibility. It is possible to meet those expectations and have measured and sustainable growth. The work being done with the Black Diamond Open Space, and the preservation of forested wetlands and the desire to diversify recreation opportunities is exactly the thoughtful decision making our community will benefit from in years to come. Black Diamond has a unique opportunity

to become the gold standard of environmentally responsible growth. This is a once in a lifetime opportunity.

Explain your current and past community involvement and/or service on city, nonprofit or public boards, committees, task forces or commissions and how this has contributed to the Black Diamond Community. Address its relevance to the position of Black Diamond City Councilmember.

I moved to Black Diamond in September of 2019 with specific intentions to become deeply involved in the community. And then 2020 brought the pandemic; the traditional opportunities to volunteer and meet my neighbors were removed as we all stayed home and stayed safe. While my local volunteer and civic involvement has not had the opportunity to take root here in Black Diamond you can see on my CV, when I do get involved with organization and causes I believe in, I stick.

Twenty years ago after my father received a lifesaving kidney transplant, I began volunteering at LifeCenter Northwest, our region's organ procurement organization. I started stuffing envelopes, helped plan fundraising walks and galas, and have proudly served on the Advisory Board simultaneously as Secretary and Vice Chair.

From 2011 through 2015 I served as the Greater Seattle, Executive Managing Director for eWomenNetwork, the premier women's business networking organization. Through event facilitation and direct communication a thriving and successful women's business organization became the sought after resource for other community organizations.

In 2015 I became involved with Elizabeth Gregory Home in Seattle providing support to the Executive Director and the organization's mission to serve single unsheltered women through transitional housing, day center access and case management.

2015 also saw the US Small Business Administration approach me with a request to facilitate live and online small business training in the areas of cash flow and small business marketing.

Shortly after my move to Black Diamond the Eagle Creek HOA Board invited me to join them in a board position which I accepted knowing it is a strong way to get to know my neighbors and gain familiarity with the processes of the city.

The relevance of all this community service to a role with the Black Diamond City Council shows: my ability to attend to a variety of responsibilities, that no task is too small for me to be ready to roll up my sleeves, a deep commitment to a thriving business community and a willingness to serve in varied ways that support a multitude of stakeholders.

What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

During my appointment I am committed to efficiently doing the business of the City while representing the interest of the residents of Black Diamond. I would specifically like to work with council members and city staff to support a thorough and scheduled outbound communication strategy that brings information to the citizens of Black Diamond with regular and recurring information creating transparency and authenticity to the work being done on their behalf. Leveraging multiple City owned channels of communication through social media, email and direct mail.

What is your vision for the City and community?

My vision for Black Diamond and the community is for it to be the gold standard for responsible and sustainable urban growth while preserving and protecting green spaces, parks and mixed use spaces. To maintain respectful and transparent communication to and with all stakeholders. To be a sought after community to establish and grow successful small businesses and create thriving commerce. To be an inclusive welcoming city that respects diversity. To have thriving retail spaces to be used by our growing community and to be known as a destination for day use outdoor enthusiasts who come to Black Diamond for all the outdoor experiences and stay to enjoy our thriving business community.

Is there anything else you would like to add that would help us get to know you a little better?

I am collaborative and curious by nature, a direct communicator and excellent at surveying an issue and identifying the next best steps. I am incredibly loyal and deeply committed to my family and friends. I believe in the good of people, am an eternal optimist and know there is a solution for any situation. I am the sole caregiver to my 76 year old mother with advanced dementia who lives with me. I adore my fourteen year old Labrador Retriever Harley, a good glass of wine, great conversations, a good laugh, and gardening.



CERTIFICATION

Date: April 01, 2021 Council Meeting

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
49809	Early 3rd March Batch	03/22/21	\$ 6,199.07
49810 - 49841	3rd March Batch	04/02/21	\$ 200,876.05
49842 - 49843	1st April Batch	04/02/21	\$ 4,083.61
		TOTAL	\$ 211,158.73

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

May Miller

MAY MILLER, FINANCE DIRECTOR

March 24, 2021

DATE

COUNCILMEMBERS:

CAROL BENSON, MAYOR

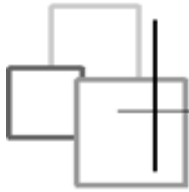
DATE

DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
PMOW LLC	49809	3/7/2021	2021 - March - Early 3rd March Batch for 4.01.2021 Council	
	03172021 PMOW			
	Release Retained Funds			
	322-000-000-542-30-49-00		Retainage Interest	\$117.68
	322-000-000-582-20-00-07		PMOW LLC:	\$728.62
	Shop Entrance			
	322-000-000-582-20-00-07		PMOW LLC:	\$5,352.77
	232nd / 312th / Railroad			
	Total 03172021 PMOW			\$6,199.07
	Total 49809			\$6,199.07
Total PMOW LLC				\$6,199.07
	Vendor Count	1	Grand Total	\$6,199.07



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
2 Watch Monitoring, Inc.				
	49810	3/1/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	41870			
		February 2021 Service		
		001-000-211-523-60-49-01	Electronic Home Monitor Costs	\$350.00
	Total 41870			\$350.00
	Total 49810			\$350.00
Total 2 Watch Monitoring, Inc.				\$350.00
AHBL, Inc.				
	49811	1/31/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	123675			
		January 2021 Service		
		001-000-257-558-70-49-00	MDRT- Planning Consultant	\$17,455.00
	Total 123675			\$17,455.00
	49811	2/28/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	124244			
		February 2021 Service		
		001-000-257-558-70-49-00	MDRT- Planning Consultant	\$26,635.00
	Total 124244			\$26,635.00
	Total 49811			\$44,090.00
Total AHBL, Inc.				\$44,090.00
APWA - WA Chapter				
	49812	3/8/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	CM412-21			
		PW - Inspector Training Bain, Stevano, Ross		
		101-000-000-542-30-49-01	Training	\$457.50
		401-000-000-534-80-49-03	Training	\$457.50
		407-000-000-535-80-49-02	Training	\$457.50

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-49-02	Training	\$457.50
	Total CM412-21			\$1,830.00
	Total 49812			\$1,830.00
Total APWA - WA Chapter				\$1,830.00
Art Gamblin Motors				
	49813	3/11/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	Q300005			
		MDRT - Veh Repair & Maint		
		001-000-246-558-70-48-00	Vehicle Repair & Maintenance	\$68.75
		Oil Change		
	Total Q300005			\$68.75
	49813	3/16/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	Q300177			
		MDRT - Veh Repair & Maint		
		001-000-246-558-70-48-00	Vehicle Repair & Maintenance	\$68.75
		Oil Change		
	Total Q300177			\$68.75
	Total 49813			\$137.50
Total Art Gamblin Motors				\$137.50
Blueline				
	49814	3/5/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	20811			
		February 2021 Service		
		404-000-013-594-34-63-01	Morgan Cr S. Wtr Ln =Eng	\$13,035.00
	Total 20811			\$13,035.00
	Total 49814			\$13,035.00
Total Blueline				\$13,035.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
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CenturyLink (WA)

49815	03112021 CL	3/11/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2021 Service		
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$331.05
		360-886-7235 830B: Water Reservoir		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$57.51
		360-886-0537 580B: Diamond Glen Sewer		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$62.86
		360-886-2835 784B: Morganville Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$58.61
		360-886-0474 006B: Ridge Sewer Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$73.64
		360-886-8146 712B: Old Lawson Pump Station		
	Total 03112021 CL			\$583.67
Total 49815				\$583.67
Total CenturyLink (WA)				\$583.67

CHS/Cenex

49816	128275 02282021	2/28/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		PD - Fuel February 2021		
		001-000-210-521-10-32-00	PD-Fuel	\$2,292.59
		Police		
	Total 128275 02282021			\$2,292.59
Total 49816				\$2,292.59
Total CHS/Cenex				\$2,292.59

First Net

49817	287294109909X03132021	3/15/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2021 Service		
		001-000-145-518-80-42-00	Tele Communications	\$50.89
		IT		
		001-000-145-518-80-42-01	Telephone, DSL, Web, and Radios	\$883.33
		Data Plans		
		001-000-193-525-60-49-03	EM Mgmt FD COVID Tele com. sup & EQ.	\$471.80
		Telecommuters - Covid		
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards	\$610.68
		Police		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		001-000-240-558-51-42-00 Com Dev	Telephone	\$152.67
		001-000-246-558-70-42-01 MDRT	Telephones	\$188.95
		001-000-254-518-20-42-00 City Clerk	Facilities-Telephones	\$50.89
		001-000-270-576-80-42-00 4% Parks	Telephone/DSL/Radios	\$19.28
		001-000-280-536-20-42-00 2% Cemetery	Telephone, DSL & Radios	\$9.64
		101-000-000-542-30-42-01 22% Streets	Telephone/DSL/Radios	\$106.06
		401-000-000-534-80-42-00 24% Water	Telephone/DSL/Radios	\$115.70
		407-000-000-535-80-42-00 24% Sewer	Telephone/DSL/Radios	\$115.70
		410-000-000-531-10-42-00 24% Drainage	Telephone/DSL/Radios	\$115.71
	Total 287294109909X03132021			\$2,891.30
	Total 49817			\$2,891.30
Total First Net				\$2,891.30
Grainger				
	49818	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	6501905352			
		PW - Supplies		
		101-000-000-544-90-31-00 Brooms	PW Clearing Acct-Supplies	\$71.45
	Total 6501905352			\$71.45
	49818	3/16/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	6502309023			
		PW - Supplies		
		101-000-000-544-90-31-00 Broom	PW Clearing Acct-Supplies	\$35.73
	Total 6502309023			\$35.73
	Total 49818			\$107.18
Total Grainger				\$107.18

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Home Depot Credit Service				
49819	0010140	3/23/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		EM - Supplies		
		001-000-193-525-60-31-02 Masks	EM Mgmt Fd COVID PPE & Safety Sup	\$55.03
	Total 0010140			\$55.03
49819	1090985	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		PW - Supplies		
		101-000-000-544-90-31-00 Cleaning Supplies, Bungee Cords	PW Clearing Acct-Supplies	\$195.69
	Total 1090985			\$195.69
49819	1090986	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		PW - Supplies		
		101-000-000-544-90-35-00 Power Drill	PW Clearing Acct-Small Tools	\$329.20
	Total 1090986			\$329.20
Total 49819				\$579.92
Total Home Depot Credit Service				\$579.92
Intercom Language Services, Inc.				
49820	21-123	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		March 2021 Service		
		001-000-120-512-50-41-04	Court Interpreter	\$130.00
	Total 21-123			\$130.00
Total 49820				\$130.00
Total Intercom Language Services, Inc.				\$130.00
Johnsons Home & Garden				
49821	453883	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		PW - Supplies		
		101-000-000-544-90-31-00 Power Pruner, Safety Glasses, Oil, Hose	PW Clearing Acct-Supplies	\$200.98
	Total 453883			\$200.98

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49821	3/18/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	454042			
		PD - Supplies		
		001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$35.64
			Cleats, Nuts, Bolts, Screws	
	Total 454042			\$35.64
	49821	3/19/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	454061			
		PD - Marine Supplies		
		001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$137.70
			Tow Kit, Light Kit, Wiring Kit for Trailer	
	Total 454061			\$137.70
	49821	3/22/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	454105			
		PD - Marine Supplies		
		001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$19.95
			Spray Adhesive, Nuts, Bolts, Screws	
	Total 454105			\$19.95
	Total 49821			\$394.27
	Total Johnsons Home & Garden			\$394.27
King County Finance - I-Net				
	49822	3/21/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	11009927			
		February 2021 Service		
		001-000-214-521-20-42-01	Police Comm KC I-Net	\$375.00
			PD INet	
		001-000-248-518-20-42-00	MDRT Telephone costs	\$150.00
			MDRT INet	
		001-000-254-518-20-42-00	Facilities-Telephones	\$225.00
			CH/CD INet	
	Total 11009927			\$750.00
	Total 49822			\$750.00
	Total King County Finance - I-Net			\$750.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Maple Valley Royal Towing				
	49823	2/28/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	59540			
		February 2021 Service		
		001-000-210-521-10-49-00	PD-Miscellaneous	\$135.87
	Total 59540			\$135.87
	49823	3/6/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	60062			
		March 2021 Service		
		001-000-210-521-10-49-00	PD-Miscellaneous	\$135.88
	Total 60062			\$135.88
	Total 49823			\$271.75
Total Maple Valley Royal Towing				\$271.75
National Construction Rentals				
	49824	3/10/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	6066635			
		Rental from 3/11/2021 - 4/7/2021		
		001-000-270-576-80-45-00	Rental of Equipment	\$118.56
		Fencing Panels		
	Total 6066635			\$118.56
	Total 49824			\$118.56
Total National Construction Rentals				\$118.56
Office Products Nationwide				
	49825	2/26/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	1133449-0			
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$209.92
		PD Office Supplies		
	Total 1133449-0			\$209.92
	49825	2/26/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	1133591-0			
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$217.79
		PD Office Supplies		
	Total 1133591-0			\$217.79

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
49825	1135246-0	3/15/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	CD- Supplies			
	001-000-240-558-51-31-00		CD-Office Supplies only	\$282.12
			Binders, Post its, Punch, Pens, Organizer	
	Total 1135246-0			\$282.12
49825	1135499-0	3/16/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	CT - Supplies			
	001-000-120-512-50-31-00		Operating Supplies	\$44.00
			Crt Office Supplies	
	Total 1135499-0			\$44.00
49825	1135840-0	3/18/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$110.38
			CH Office Supplies	
	Total 1135840-0			\$110.38
49825	1135972-0	3/19/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	Crt - Supplies			
	001-000-120-512-50-31-00		Operating Supplies	\$3.90
			Crt Office Supplies	
	Total 1135972-0			\$3.90
49825	1136089-0	3/22/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$22.16
			CH Office Supplies	
	Total 1136089-0			\$22.16
49825	C1135840-0	3/18/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	CH- Returned Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	(\$22.16)
			CH Office Supplies	
	Total C1135840-0			(\$22.16)
Total 49825				\$868.11

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Total Office Products Nationwide				\$868.11
Parametrix, Inc.				
49826	22671	11/9/2020	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		November 2020 Service		
		001-000-257-558-70-41-06	MDRT Surveyor-Parametrix	\$1,633.75
	Total 22671			\$1,633.75
49826	23383	12/9/2020	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		November 2020 Service		
		001-000-257-558-70-41-06	MDRT Surveyor-Parametrix	\$5,371.25
	Total 23383			\$5,371.25
49826	25160	3/3/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2021 Service		
		320-000-038-544-40-41-00	Tr Impact Fee Prof Svs	\$15,865.00
			Impact Fee Plan & Analysis	
	Total 25160			\$15,865.00
	Total 49826			\$22,870.00
Total Parametrix, Inc.				\$22,870.00
Perteet Inc.				
49827	20170202.011-2	4/3/2020	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		March 2020 Service		
		001-000-257-558-70-41-04	MDRT Environmental Consultant-Perteet	\$4,780.00
	Total 20170202.011-2			\$4,780.00
	Total 49827			\$4,780.00
Total Perteet Inc.				\$4,780.00
Puget Sound Energy				
49828	03042021 PSE	3/17/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2021 Service		
		001-000-212-521-50-47-00	Electric/gas	\$786.91
		200009377470: PD/CT Elec		
		001-000-212-521-50-47-00	Electric/gas	\$23.92
		220013379882: Police Storage		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-248-518-20-47-00		MDRT Electricity	\$439.62
	220013379841: MDRT Mod Bldgs Elec			
	001-000-254-518-20-47-00		Facilities-Utilities	\$659.44
	220013379841: CD/PW Mod Bldgs Elec			
	001-000-254-518-20-47-00		Facilities-Utilities	\$165.19
	200008062016: City Hall Elec			
	001-000-254-518-20-47-00		Facilities-Utilities	\$128.07
	200008061844: City Hall Elec			
	001-000-270-575-30-47-00		Museum Electric/Gas	\$451.44
	220013378793: Museum			
	001-000-270-575-51-47-00		Gym- Electricity and Gas	\$503.37
	220013379652: Gym			
	001-000-270-576-80-47-00		Electric/Gas	\$12.73
	220013379221: Lake Sawyer Boat Launch			
	001-000-270-576-80-47-00		Electric/Gas	\$5.18
	220013379635: PW Shop-Parks 4%			
	001-000-280-536-20-47-00		Electric/Gas	\$2.59
	220013379635: PW Shop-Cemetery 2%			
	101-000-000-542-63-47-01		Street Lighting	\$172.32
	220014704229: Intersection Light 219th & SE 296th St			
	101-000-000-542-63-47-01		Street Lighting	\$14.59
	220013379601: Baker St Crosswalk			
	101-000-000-542-63-47-01		Street Lighting	\$48.73
	220013379197: Cov Sawyer & 216th			
	101-000-000-542-63-47-01		Street Lighting	\$9.12
	220022730851: Street Light The Villages Roberts Dr Phase 5			
	101-000-000-542-63-47-01		Street Lighting	\$75.51
	220024468559: Roberts Dr & Bruckners Way			
	101-000-000-542-63-47-01		Street Lighting	\$2,062.00
	220013397355: PSE Streetlights			
	101-000-000-542-63-47-01		Street Lighting	\$11.52
	220013379247: 216th Signal & Street Lights			
	101-000-000-542-63-47-01		Street Lighting	\$95.54
	220013379817: Ped Lighting Roberts			
	101-000-000-542-63-47-01		Street Lighting	\$12.42
	220019188881: Intersection Light 24430 Morgan St			
	101-000-000-543-50-47-00		Electric/Gas	\$28.49
	220013379635: PW Shop-Street 22%			
	401-000-000-534-80-47-00		Electric/Gas	\$545.92
	220013378868: 4.3 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$2,306.53
	220013378835: Booster Station			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
		401-000-000-534-80-47-00	Electric/Gas	\$31.10
		220013379635: PW Shop-Water 24%		
		401-000-000-534-80-47-00	Electric/Gas	\$37.19
		220013378850: .5 Mil Gal Resv		
		407-000-000-535-80-47-00	Electric/Gas	\$13.39
		220013379619: Sewer Pump		
		407-000-000-535-80-47-00	Electric/Gas	\$105.26
		220013378819: Morganville Lift Station		
		407-000-000-535-80-47-00	Electric/Gas	\$31.08
		220013379635: PW Shop-Sewer 24%		
		407-000-000-535-80-47-00	Electric/Gas	\$36.73
		220013379643: Diamond Glen Sewer		
		410-000-000-531-10-47-00	Electric/Gas	\$31.08
		220013379635: PW Shop-Drainage 24%		
	Total 03042021 PSE			\$8,846.98
	Total 49828			\$8,846.98
	Total Puget Sound Energy			\$8,846.98
Reano Construction & Logging Inc.				
	49829	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	03122021 RC			
		Refund - Demo Permit		
		001-000-240-345-89-99-10	Demo-Deposit	\$1,000.00
		BLD21-0102		
	Total 03122021 RC			\$1,000.00
	Total 49829			\$1,000.00
	Total Reano Construction & Logging Inc.			\$1,000.00
RH2 Engineering Inc.				
	49830	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	81450			
		February 2021 Service		
		404-000-011-534-80-41-00	Water Comp Plan	\$5,412.71
		Plan Update		
	Total 81450			\$5,412.71
	49830	3/12/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	81453			
		February 2021 Service		
		407-000-000-535-80-41-01	Professional Services-Sewer	\$4,996.83

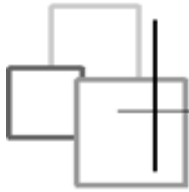
Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Sewer Data Analysis		
	Total 81453			\$4,996.83
	49830	3/19/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	81612			
		February 2021 Service		
		402-000-003-594-34-63-06	Springs Water Project	\$19,597.40
	Total 81612			\$19,597.40
	Total 49830			\$30,006.94
Total RH2 Engineering Inc.				\$30,006.94
Ruby Peters				
	49831	3/22/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	03222021 RP			
		AFLAC Reimbursement		
		001-000-900-588-10-00-01	AWC Lia.Bld.Equip Ins /Flex Reimbs	\$549.50
	Total 03222021 RP			\$549.50
	Total 49831			\$549.50
Total Ruby Peters				\$549.50
SHI International Corp.				
	49832	3/10/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	B13144333			
		IT- Security		
		310-000-011-594-18-64-07	Firewall HWD & N Point Security Licenses	\$11,158.71
			Firewall Hardware - IT Security	
	Total B13144333			\$11,158.71
	49832	3/11/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	B13145357			
		IT - Security		
		310-000-011-594-18-64-07	Firewall HWD & N Point Security Licenses	\$12,060.10
			License for Security System	
	Total B13145357			\$12,060.10
	Total 49832			\$23,218.81
Total SHI International Corp.				\$23,218.81

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sound Publishing Inc.				
49833	ECH890358	2/12/2020	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2020 Service		
		001-000-137-514-21-41-75	Advertising	\$76.20
		Ord 19-1136 - Amend Parking		
	Total ECH890358			\$76.20
49833	ECH912197	10/28/2020	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		October 2020 Service		
		001-000-246-558-70-44-00	Advertising	\$200.40
		Site Plan Review - Ten Trails		
	Total ECH912197			\$200.40
49833	ECH918942	2/3/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2021 Service		
		402-000-003-594-34-63-06	Springs Water Project	\$226.62
		Advertising		
	Total ECH918942			\$226.62
49833	ECH920104	2/24/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2021 Service		
		001-000-240-558-60-41-75	Advertising-Long range planning	\$96.90
	Total ECH920104			\$96.90
Total 49833				\$600.12
Total Sound Publishing Inc.				\$600.12
Summit Law Group, PLLC				
49834	122922	3/19/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
		February 2021 Service		
		001-000-150-515-41-41-08	Legal Svcs-Union Contracts	\$1,574.50
		Teamsters		
	Total 122922			\$1,574.50
Total 49834				\$1,574.50
Total Summit Law Group, PLLC				\$1,574.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Tacoma Public Utilities				
	49835	2/28/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	101161280 02282021			
	February 2021 Service			
	401-000-000-534-80-41-05		Tacoma Wholesale base Charge	\$12,215.70
	Total 101161280 02282021			\$12,215.70
	Total 49835			\$12,215.70
	Total Tacoma Public Utilities			\$12,215.70
U.S. Postal Service - Black Diamond PO Box Renewal				
	49836	11/20/2020	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	11202020.2			
	First Class Presort Permit #301			
	001-000-180-518-50-42-00		Postage	\$240.00
	2021 First Class Presort Permit			
	Total 11202020.2			\$240.00
	Total 49836			\$240.00
	Total U.S. Postal Service - Black Diamond PO Box Renewal			\$240.00
UBM				
	49837	3/4/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	INV445495			
	February 2021 Service			
	001-000-120-512-50-49-02		Printing and Binding	\$84.12
	Copy Costs			
	Total INV445495			\$84.12
	Total 49837			\$84.12
	Total UBM			\$84.12
Valley Communications Center				
	49838	3/10/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	0025493			
	February 2021 Service			
	001-000-214-521-20-41-00		Valley Comm - Dispatch Service	\$8,245.38
	186 calls			
	Total 0025493			\$8,245.38
	Total 49838			\$8,245.38
	Total Valley Communications Center			\$8,245.38

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Varius Inc.				
	49839	3/16/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	1351 VAR			
		February 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$835.00
	Total 1351 VAR			\$835.00
	49839	3/16/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	1352 VAR			
		February 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$4,482.00
	Total 1352 VAR			\$4,482.00
	49839	3/16/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	1353 VAR			
		February 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$12,201.00
	Total 1353 VAR			\$12,201.00
	Total 49839			\$17,518.00
Total Varius Inc.				\$17,518.00
Washington Workwear Stores, Inc.				
	49840	3/18/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	15292			
		All Dpts - Patches		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$88.32
		001-000-240-558-60-31-00	Plan Office & Operating Supplies	\$88.32
		001-000-246-558-70-49-00	Miscellaneous	\$88.32
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$88.32
	Total 15292			\$353.28
	49840	3/11/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	5242			
		PW - Uniforms		
		101-000-000-544-90-49-02	PW Clearing-Shared Other costs	\$273.87
	Total 5242			\$273.87
	Total 49840			\$627.15
Total Washington Workwear Stores, Inc.				\$627.15

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name	Amount
			Title	
Water Management Laboratories, Inc.				
	49841	3/16/2021	2021 - March - 3rd March 2021 Batch for 4.01.2021 Council	
	192257			
		March 2021 Service		
		401-000-000-534-80-41-02	Water Testing and Sampling	\$69.00
	Total 192257			\$69.00
	Total 49841			\$69.00
Total Water Management Laboratories, Inc.				\$69.00
	Vendor Count	32	Grand Total	\$200,876.05



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
ADT Security Services (PA)				
	49842	3/14/2021	2021 - April - 1st April 2021 Batch for 04/01/2021 Council	
	836280468			
		Service 3/30/2021 - 4/29/2021		
		001-000-254-518-20-49-00	Facilities Security	\$50.08
	Total 836280468			\$50.08
	49842	3/13/2021	2021 - April - 1st April 2021 Batch for 04/01/2021 Council	
	836875217			
		Service 4/01/2021 - 4/30/2021		
		001-000-270-576-80-49-02	Security	\$1.09
		001-000-280-536-20-49-02	Security	\$2.17
		101-000-000-543-50-49-03	Security	\$11.95
		401-000-000-534-80-49-07	Security	\$13.04
		407-000-000-535-80-49-05	Security	\$13.04
		410-000-000-531-10-49-04	Security	\$13.05
	Total 836875217			\$54.34
	Total 49842			\$104.42
Total ADT Security Services (PA)				\$104.42
Sorci Family LLC				
	49843	4/1/2021	2021 - April - 1st April 2021 Batch for 04/01/2021 Council	
	04012021 SF LLC			
		April Rent		
		001-000-248-518-20-45-02	MDRT Property Rental Cost	\$687.90
		001-000-254-518-20-45-02	Facilities-Prop Rental	\$1,031.84
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	\$2,259.45
	Total 04012021 SF LLC			\$3,979.19
	Total 49843			\$3,979.19
Total Sorci Family LLC				\$3,979.19
Vendor Count		2	Grand Total	\$4,083.61



Register

Fiscal: 2021

Deposit Period: 2021 - April, 2021 - March

Check Period: 2021 - April - 1st April 2021 Batch for 04/01/2021 Council, 2021 - March - Early 3rd March Batch for 4.01.2021 Council, 2021 -

March - 3rd March 2021 Batch for 4.01.2021 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>49809</u>	PMOW LLC	3/22/2021		\$6,199.07
<u>49810</u>	2 Watch Monitoring, Inc.	4/2/2021		\$350.00
<u>49811</u>	AHBL, Inc.	4/2/2021		\$44,090.00
<u>49812</u>	APWA - WA Chapter	4/2/2021		\$1,830.00
<u>49813</u>	Art Gamblin Motors	4/2/2021		\$137.50
<u>49814</u>	Blueline	4/2/2021		\$13,035.00
<u>49815</u>	CenturyLink (WA)	4/2/2021		\$583.67
<u>49816</u>	CHS/Cenex	4/2/2021		\$2,292.59
<u>49817</u>	First Net	4/2/2021		\$2,891.30
<u>49818</u>	Grainger	4/2/2021		\$107.18
<u>49819</u>	Home Depot Credit Service	4/2/2021		\$579.92
<u>49820</u>	Intercom Language Services, Inc.	4/2/2021		\$130.00
<u>49821</u>	Johnsons Home & Garden	4/2/2021		\$394.27
<u>49822</u>	King County Finance - I-Net	4/2/2021		\$750.00
<u>49823</u>	Maple Valley Royal Towing	4/2/2021		\$271.75
<u>49824</u>	National Construction Rentals	4/2/2021		\$118.56
<u>49825</u>	Office Products Nationwide	4/2/2021		\$868.11
<u>49826</u>	Parametrix, Inc.	4/2/2021		\$22,870.00
<u>49827</u>	Perteet Inc.	4/2/2021		\$4,780.00
<u>49828</u>	Puget Sound Energy	4/2/2021		\$8,846.98
<u>49829</u>	Reano Construction & Logging Inc.	4/2/2021		\$1,000.00
<u>49830</u>	RH2 Engineering Inc.	4/2/2021		\$30,006.94
<u>49831</u>	Ruby Peters	4/2/2021		\$549.50
<u>49832</u>	SHI International Corp.	4/2/2021		\$23,218.81
<u>49833</u>	Sound Publishing Inc.	4/2/2021		\$600.12
<u>49834</u>	Summit Law Group, PLLC	4/2/2021		\$1,574.50
<u>49835</u>	Tacoma Public Utilities	4/2/2021		\$12,215.70
<u>49836</u>	U.S. Postal Service - Black Diamond PO Box Renewal	4/2/2021		\$240.00
<u>49837</u>	UBM	4/2/2021		\$84.12
<u>49838</u>	Valley Communications Center	4/2/2021		\$8,245.38
<u>49839</u>	Varius Inc.	4/2/2021		\$17,518.00
<u>49840</u>	Washington Workwear Stores, Inc.	4/2/2021		\$627.15
<u>49841</u>	Water Management Laboratories, Inc.	4/2/2021		\$69.00
<u>49842</u>	ADT Security Services (PA)	4/2/2021		\$104.42

Number	Name	Print Date	Clearing Date	Amount
<u>49843</u>	Sorci Family LLC	4/2/2021		\$3,979.19
		Total	Check	\$211,158.73
				\$211,158.73
		Grand Total		\$211,158.73

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of March 4, 2021
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Wisnoski, Stout, de Leon, O'Donnell, Paige.

ABSENT: None

Staff present: Jamey Kiblinger, Police Chief; Andrew Williamson, MDRT/Ec Dev Director; May Miller, Finance Director; Mona Davis, Community Development Director; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

City Attorney Linehan spoke about the SEPA appeal that has been filed for the proposed Comp Plan Amendments for the 2020 Annual Update and preliminary matters in connection with that SEPA appeal that Council needs to consider in a quasi-judicial capacity and he proposed that Council add that as an item of new business so they can take care of those preliminary matters.

Councilmember Wisnoski **moved** to add David's concern as item number 4 to the agenda. **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

Councilmember de Leon **moved** to adopt the agenda as amended; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Oakpointe

Brian Ross, Jon Lakefish, and Justin Wortman from Oakpointe shared with Council a PowerPoint presentation updating Council on what is happening at Ten Trails. In the PowerPoint it showed the types of housing that is available at Ten Trails, what traffic improvements will be done in 2021 and 2022, a retail update, an update on Phase 3 & Lawson Hills, the Lawson Fire Station, and lastly schools within the MPDs.

CONSENT AGENDA:

Councilmember Wisnoski **moved** to adopt the Consent Agenda; **second** Councilmember Dedy. Motion **passed** with all voting in favor (7-0). The Consent Agenda was approved as follows:

1) **Claim Checks** – March 4, 2021, Check No. 49722 through 49758 (voids 49732-49759) in the amount of \$117,233.44

2) **Minutes** –Council Meeting of February 18, 2021

PUBLIC COMMENTS:

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

3) **AB21-013** - Ordinance Amending Black Diamond Municipal Code 8.24.220 Related to the Use of Paddlecraft During Speeding Hours on Lake Sawyer

Chief Kiblinger briefed Council on this item and discussed the proposed addition to the amendment sent in by Mr. Kombol.

There was discussion between Councilmembers and Chief Kiblinger.

Councilmember Wisnoski **moved** to adopt Ordinance No. 21-1156, amending section 8.24.220 of the Black Diamond Municipal Code related to use of paddlecraft during speeding hours in the presence of motor boats as we discussed the amendment on Lake Sawyer; providing for severability; and establishing an effective date; **second** Councilmember Dedy. Motion **passed** with all voting in favor (7-0).

4) **SEPA Appeal Preliminary Matters**

Mayor Benson stated that Council will now convene a preliminary hearing regarding an appeal of the SEPA determination of non-significance DNS of the proposed 2020 Annual Amendments to the City of Black Diamond Comprehensive Plan. She noted the appeal was filed by Stop Black Diamond Rezone group on February 17, 2021. She further stated the purpose of this hearing is for Council to make an initial determination of the timeliness of the appeal and if necessary to set a schedule for the appeal hearing. She added that she understands that Kristen Bryant is here tonight as a representative of the appellant group.

Mayor Benson stated that first because this is a quasi-judicial proceeding she must ask the members of the Council if any of you have a personal or financial interest in the outcome of this appeal, meaning do you stand to gain or lose any financial benefit as a result of the outcome of this SEPA appeal. **All Councilmembers answered no.**

Next, she noted that she must ask the Council if any of them have had any exparte communications regarding this appeal with members of the Stop Black Diamond Rezones group, Kristen Bryant, or other citizens, or other city staff. **All Councilmembers answered no.**

Mayor Benson then stated, since those two preliminary questions have been addressed, they can now proceed to take up the two initial questions for this appeal. The first question for the Council's consideration tonight is whether the SEPA appeal was filed timely.

Mayor Benson ask Ms. Davis as the SEPA official if she had any remarks or information on the timelessness of the filing this SEPA appeal. Ms. Davis noted believing the SEPA appeal was filed in a timely manner.

Mayor Benson then asked Ms. Bryant as a representative of appellants Stop Black Diamond Rezones if she wished to make any further remarks on the timeliness of the appeal. Ms. Bryant responded no and thanked Ms. Davis for providing the information on the notice as well as letting them send a copy on email at the same time they filed the paper one.

Mayor Benson asked Council if they had any questions for Ms. Bryant or Ms. Davis concerning the timeliness of the appeal. **All Councilmembers responded no.**

Mayor Benson asked if anyone on Council would like to make a motion to determine that the SEPA appeal was timely and therefore may be set for a hearing.

Councilmember Deady **moved** that the SEPA appeal was in a timely manner and we move to make a date scheduled; **second** de Leon. Motion **passed** with all voting in favor (7-0).

Mayor Benson noted the second question and consideration for Council tonight is setting the date for the appeal hearing. She stated this will be an open record appeal hearing and will be conducted under Council Rules of Procedure 11.2 which governs quasi-judicial hearings for the Council as the decision maker. She added because the appellant and City staff are entitled to present testimony and argument at the hearing the Council will need to set a deadline prior to the hearing for each party to submit any prehearing briefs, exhibits, or written testimony they wish the Council to consider when reaching their decision on the merits of the appeal.

Mayor Benson asked Ms. Davis if she wished to provide a recommendation from the city staff regarding a proposed hearing date and related prehearing deadlines. Ms. Davis deferred to staff Attorney Ms. Keiffer to answer.

Ms. Keiffer of Madrona Law Group introduced herself and noted that she will be representing staff with respect to the SEPA appeal hearing. She noted that staff was looking at resolving this SEPA hearing one way or the other in a timely manner and having an open hearing in front of Council as soon as possible and the date they were looking at is

the Council meeting on April 1st. She added it seems logical to set the hearing date first and then work backwards on the other procedural deadlines such as prehearing briefs.

Mayor Benson asked Ms. Bryant if she wished to respond to the city's proposed hearing date. Ms. Bryant responded that the proposed hearing date presents two potential issues: 1) this is an open record hearing and that all the relevant information that has been building up over more than a year related to the items in the comprehensive plan need to be pulled together and presented in a way that makes sense. She added there is a potential they will have an expert witness and thinks this timing is a little faster than they can pull things together to present to Council as clearly as it could be, and 2) she added that doing it on a council meeting night may not be ideal as some meetings go long and she would propose a hearing date at the end of April when there isn't a council meeting and work back from that date.

David Linehan, attorney for Council suggested that now would be a good time to explore any questions Council may have on how long it would take to get ready for the hearing.

Attorney Keiffer responded that Council Rules 11.2 does anticipate a shorter hearing in front of Council than there would be in front of a Hearings Examiner. For these types of hearings each party would get 15 minutes and then five minutes for rebuttal with ten minutes for Council questions. Given the limited time provided under the Council rules that's why staff was thinking an early April hearing.

Ms. Bryant commented on that Council Rule and noted that further down in section 11 of the rules it does allow the full presentation of testimony as needed and that time be extended. The Council rules have a limited section on these quasi-judicial matters and shared sitting in some in the past where it was a week-long process with hours and hours of meetings. She added that more importantly there are other quasi-judicial hearings that this section needs to accommodate multiple different purposes and on this kind of appeal the presentation of 15 minutes is not sufficient to present on this appeal and again she emphasized that everything we can do to get all of the information is both part of what the open record hearing requires under state law, but all of the relevant information that you want to present, and also this leads to a better outcome to the City and the Council so nobody feels that a decision was made on something that was incomplete or rushed.

There was a suggestion of holding a special meeting.

Attorney Linehan suggested to Council that one way of dealing with a voluminous record and the potential for testimony is to allow the parties to submit both a brief, submit all exhibits and submit written testimony from any experts or any outside witnesses that the party wishes to offer evidence from can be submitted in writing. He noted this cuts down on the length of the in-person proceeding if the Council is inclined to consider written testimony as opposed to in-person testimony. He noted this is Council's choice and a quasi-judicial hearing is to make a decision based on the facts and the law and if Council would rather have the facts in writing rather than in person that is a choice Council may make.

Councilmember Deady suggested holding the meeting April 6 or April 8 and noted she would like to have written testimony as it's easier to follow and would like to do that. She also mentioned that it is Council's decision to schedule the date.

There was a brief discussion on the timing of the briefs and conflicts with the newly proposed dates.

Ms. Bryant commented that April 1 and 15 are regular council meeting dates and suggested April 19 as it is after the second Council meeting and gives time to get things to Council in the way they want it presented such as in written form and again asked them to consider this date. She also noted April 8 could work too if there was no work session.

Councilmember Paige **moved** to schedule the appeal hearing for April 1; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (7-0).

Mayor Benson noted the following due dates:

March 18 – Appellant's brief and exhibits

March 25 – City's brief

Ms. Bryant commented that March 18 is not a reasonable date to prepare the prehearing brief and exhibits, and suggested they come on March 25. She also suggested that prior to the hearing and filing deadline we build into the schedule a session for the parties to discuss potential negotiated settlements.

Attorney Keiffer noted that staff is happy to work with the appellants to narrow down the scope.

Ms. Bryant added that the pre-hearing brief makes sense and believes two weeks is not a realistic time. She respectfully asked for March 25 to file the prehearing brief.

Councilmember Paige **moved** for Council to accept the schedule Ms. Keiffer has proposed; **second** Councilmember Wisnoski.

Attorney Linehan asked that for clarification that the proposed scheduled be read.

Attorney Keiffer stated the following schedule:

Appellant's brief and pre-filed testimony to be filed on March 18

Staff's brief and pre-filed testimony to be filed on March 25

Councilmember Paige added the above dates to his motion; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor 7-0.

Attorney Keiffer noted that we need a date for exchange of exhibits and proposed March 25 for this.

Ms. Bryant put on record the concern that the appeal may be limited in a way that is not appropriate for an open record hearing by the compressed schedule. There should be more time for the brief and the exhibits as well as ensuring the scheduling of witnesses.

Attorney Linehan noted that he typically sees when a party files a brief is the brief includes the exhibits and if they file testimony that refers to exhibits they need to be filed together so they can be referred to each other. Briefing and exhibits need to come in at the same time, otherwise when reading a brief that refers to an exhibit you won't have it to look at.

Councilmember Deady **moved** to have the briefs and exhibits presented at the same time the appellant on March 18 and staff on March 25; **second** Councilmember Paige. Motion **passed** with all voting favor (7-0).

Mayor noted this is the conclusion of the quasi-judicial portion of tonight's meeting.

DEPARTMENT REPORTS:

Fire – Chief Smith discussed the plan for the Covington creek culvert replacement project. He shared the summary of calls. He spoke on House Bill 1168 that supports for wildland firefighting. He shared there are 11 volunteers in academy and the new fire engine should be in production soon with delivery sometime in April. He commented that the week of 22nd they will be practicing trench rescue in Ten Trails. He touched on a newspaper article prohibiting fireworks in the County; should the City vote not to allow personal fireworks to be discharged it takes one year to become effective. He continues to work on new fire station.

MAYOR'S REPORT:

Mayor Benson discussed March 11 special meeting at 5:30 p.m. and reschedule the town hall to a date possibly in April. She attended the ribbon cutting for Our Hive, a briefing with King County Health on COVID and administering vaccines; she attended the city manager/administrator meeting and shared that no one is starting in person council meetings yet. She also reported meeting the clerk on the retreat and tri city council meeting.

COUNCIL REPORTS:

Councilmember Paige noted not being able to attend the committee meeting today. He announced that his work schedule has him traveling a lot and will be increasing even more and for that reason and personal reasons he has thought for a few months about this matter and feels that the Council would benefit from a Councilmember who could devote more time and is announcing he is resigning and is willing to serve at the pleasure of the mayor and council and is willing to step aside and offering his resignation as of tonight. He thanked Mr. Ross and his team for their presentation, and it is great news about the families moving in and who bring a new dimension to our citizen base and this is what we are talking about with diversity. He noted sharing some of the same concerns with the

retail development and his impression based on the presentation that in the end this is a positive development and we will have one party that can better ensure that. He touched on the Lake Sayer ordinance and noted it being long overdue. In closing he commented that he does appreciate working with all the Councilmembers.

Councilmember Deady stated she is sorry to hear Councilmember Paige is stepping down and understands and respects his decision and thanked him for the time he put in and the input he has given. She referred to email from Chief Kiblinger on County case statistics showing crime is going up and having no resources to address the caseload. She talked with Chief Smith on the response time study and noted the response time is unacceptable and wants to make sure staff is understanding that she will not support closing the road for four to five months, if that is on the table. She would fully support a partial closure of one side.

Finance – Finance Director Miller shared with Council the 2020 Fourth Quarter Financial Operating Report. She highlighted areas of revenues and expenditures for Council.

Councilmember Deady continued her report and noted not appreciating being cut off on the study for fire department. She reported attending the SCA briefing with Patty Hayes, ribbon cutting at Our Hive, Public Works Committee meeting, Blueline meeting with Mona at the Community Gym, and she stopped in and said happy retirement to Dan Dal Santo. She thanked Oakpointe for the presentation. She gave an update on the gym and it being rented out all but three days in February and it is rented out every day in March. She added that safety protocols are being adhered to.

Councilmember Oglesbee thanked Oakpointe for presentation and thanked May for her presentation. She noted being okay with moving the town hall to a date in April. She reported attending the Public Safety meeting and the ribbon cutting ceremony also.

Councilmember Wisnoski thanked Ten Trails for presentation and hopes to see continued flow of information. He reported attending the Finance Committee meeting and thanked May and her department. He shared that it's Women's history month and encouraged everyone to go and read about it. He reminded everyone to support local small businesses and to stay safe and follow the safety protocol.

Councilmember Stout reported attending the Public Works Committee meeting where they had a robust conversation on the skateboard park. She attended the SCA meeting and the board members forum, the Public Safety Committee meeting and announced she will be resigning after the meeting on March 18th as she is moving out of state. She expressed how she has loved serving on the Council and thanked everyone on the Council, city staff and community members for supporting her.

Councilmember de Leon thanked Councilmember Paige for his work on the Council and thanked Councilmember Stout too and wished them all the best. She reported attending the Finance Committee meeting, ribbon cutting for Our Hive and wished them the best in

our community and appreciates the presentation from Oakpointe and will be sharing that with the community. She thanked Chief for mentioning HB 1168. She expressed being glad that educators have been prioritized to get vaccines and reminded everyone to continue to practice safe protocols.

Councilmember O'Donnell thanked Councilmember Stout for her time and commitment on the Council. To Councilmember Paige he noted him being a good common-sense decision maker and thanked him for his service. He touched on the appeal hearing schedule decision and said that Ms. Bryant is an example of others to care about the community to share and give thought about what the implications with growth are. He really appreciates the time people put in to voice their concerns about the community. He is excited to see the new fire truck coming in and hopes we have time in April to showcase the new truck. He also reported attending his committee meetings.

ATTORNEY REPORT:

Attorney Linehan thanked Councilmembers Stout and Paige and noted they are wonderful representatives of the city and hopes they keep in touch. He discussed the decision that was made by the Washington State Supreme court and how it might affect policing and whether or not we need to do anything to our code to help plug any holes. He further stated that the decision made by the court this week is that it is now unconstitutional to prosecute a simple drug possession crime did not include an element of intent. He shared the Council has a couple of options 1) we could keep our misdemeanor in the code and add a mental state provision to it, or there is an alternative drug paraphernalia provision in code that could be beefed up, or 2) adopt our own version of the possession statute (law) that would comply with the new supreme court's decision.

Chief Kiblinger spoke to how this would affect the department's policing and that it would also affect jail time, public defender, and prosecutor, and other areas too.

It was suggested this would be a good work session item and it would be nice to see the proposals in writing.

It was also suggested to hold a special meeting prior to a regular council meeting. There was also discussion to hold the special meeting at 6 p.m. on the 22nd followed by the Town Hall at 7 p.m.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0). The meeting ended at 10:02 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND
JOINT SPECIAL MEETING MINUTES
Planning Commission and City Council
March 9, 2021, 6:30 PM
Zoom Virtual Meeting

FLAG SALUTE, CALL TO ORDER, and ROLL CALL:

Chair McCain called the meeting to order at 6:30 p.m.

Present: Commissioner Richard La Conte
Commissioner Steve Jensen
Commissioner Crystal Perez
Chair/Commissioner Pam McCain
Commissioner Felicia Wheatfall
Commissioner Dave Ambur
Commissioner John Olson
Councilmember Deady
Councilmember Wisnoski
Councilmember Stout
Councilmember de Leon
Councilmember O'Donnell

Absent: Councilmember Oglesbee (excused)

Staff: Community Development Director, Mona Davis
Deputy City Clerk, Carina Thornquist
Mayor Carol Benson
MDRT Director, Andy Williamson
Attorney, David Linehan

WORK SESSION:

1) Housing Action Plan Workshop

- i. Director Davis gave a brief overview of tonight's meeting and advised that it will be an open discussion format. She reported that over 130 Surveys from citizens have been returned so far; these will be forwarded to Blueline so they can use the information to complete the final Housing Action Plan that will go to Council for approval.
- ii. Blueline staff gave a brief overview of the Housing Action Plan (HAP), the funding element and the three Strategic Objectives:
 1. Monitoring housing needs
 2. Increase housing diversity and prevent displacement (or preserve community)
 3. Create Opportunities
- iii. Eric from Blueline said there will be ample opportunities for public comment in the near future on the Housing Action Plan, and also

for the Housing Element in the Comprehensive Plan update, which Director Davis expanded upon.

iv. Chair McCain opened up the floor with any questions or comments from the Planning Commission or Councilmembers.

1. There were several topics of discussion. Below are the highlights:

- a. MPD completion date. 2026 is inaccurate in regards to the MPD buildout date and 2035-2044 would be closer to the correct time frame.
- b. The number currently shown of “30% or above” considered to be “cost burdened” for a homeowner/tenant seemed inaccurate to some of the Commissioners and Councilmembers. They requested to site the source where the 30% number is coming from and what it includes. Blueline acknowledged they would include the source in the revised document. It was clarified that the cost burdened data comes from the Census Bureau as part of the American Community Data Survey, a national standardized data set. All housing analysis being used by the state will look to this definition.
- c. Lee Ann from Blueline clarified that Ten Trails is included in all the numbers listed in the Housing Action Plan and Housing Needs Assessment, but it’s referred to as “The Villages”, which is the name that Ten Trails was initially permitted under.
- d. The meaning of Affordable Housing and what that entails should be further explored and defined since it’s very subjective; affordable vs low income/subsidized.
- e. Additional topics discussed were:
 - i. Tax exemptions, waiving/reducing fees and how the budget is affected should be analyzed
 - ii. Different types of living: homeownership vs renting; single family residences vs condos; multi-use properties; mixed housing types
 - iii. Bridging the Housing Action Plan and the Housing Needs Assessment
 - iv. Preapproved or stock design approvals to help with review timelines.
 - v. New housing trend with people needing more office space due to working remotely and home schooling children

- vi. Infrastructure (current and future)
 - vii. Height limit on buildings
 - viii. Zoning designations
 - ix. Keeping the historical culture, small town feel and sense of community
 - x. Incentivizing to bring people to our city
- v. Director Davis stated that there were several great ideas to implement as new goals and policies in the Housing Element of the next comprehensive plan update and to help guide the Development Regulations in the future.
- vi. Attorney David Linehan gave clarification on items regarding Ten Trails and MDRT. Advised Council that the objective is to establish and agree upon the three key objectives as they are making decisions moving forward with implementation.
- vii. Ms. Davis advised the Commissioners and Councilmembers that there is a free webinar put on by the Department of Commerce and MSRC on the Housing Element. This is being held on March 25, 2021 from 1:00 pm to 2:30 pm. Either Mona or Carina will email the details to the Planning Commission and the City Council.
- viii. Commissioner Olson asked the question of what steps are needed now from the Planning Commission. Director Davis sought direction from the Councilmembers to how they would like for this to move forward. Back and forth discussion took place between Councilmembers and the Mayor to the best way to finalize the Housing Action Plan to meet the June deadline submission. It was decided that the Community Development and Planning Committee members would discuss in their next meeting on March 18th and provide direction. It was suggested that there be a Council Work Session on May 13th and bring it to Council for a decision at the June 3rd City Council meeting. There was back and forth discussion as how to receive public input and it was decided that this would also be discussed further at the next Planning Committee meeting and when a public hearing should be held.

ADJOURNMENT:

Commissioner Olson **Moved** to adjourn the meeting. **Motion seconded** by Commissioner Perez. **Vote:** Motion **passed 12-0. The meeting ended at 8:06 p.m.**

These minutes were respectively recorded by Carina A. Thornquist, Deputy City Clerk.

ATTEST:

Carol Benson, Mayor

Carina Thornquist, Deputy City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of March 11, 2021
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 5:30 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Wisnoski, Stout, de Leon, and O'Donnell.

ABSENT: None

Staff present: Andrew Williamson, MDRT/Ec Dev Director; Jamey Kiblinger, Police Chief, Mayene Miller, Finance Director; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR.

WORK SESSION:

1) Continued Discussion on Fire Service Options

MDRT/Ec Dev Director Williamson reported on what he was tasked with for this project. He noted Mayor Benson asked that all areas be looked at in terms of expenses for each option. The next steps for Council would be to choose options and work with other staff to look at research that shows how funding would look for each option.

Mr. Williamson turned the meeting over to Martin Chaw to run Council through the second presentation on the options.

Mr. Chaw discussed that part 1 of the presentation shared preliminary results of the fire services analysis and shared the early estimates of what it would cost. He explained that tonight's session will focus on the fiscal impact for each option. He noted towards the end of the presentation is the timeline for each option.

Below are the topics/highlights of the discussion:

- Where we left off and what has changed
 - Future Lawson Hills fire station analysis has been included.
- Review of historical calls for service
- BD Fire Station Operating Costs (\$98+\$99)
- BD Fire Station Operating Costs (\$98+\$99+LH)
- City Operated Fire Department
- Top General Fund Sources of Revenue

- City Revenue Options
- Utility Tax Options
- Sales Tax Options
- Property Taxes and the \$3.60/\$1K AV Limit
- What Happens to Property Tax Levy if Annex to MVFD or PS RFA
- What Happens to Property Tax Levy if Continue MVFD Contract or Own Fire Department
- Local B&O Tax Rates for Cities (as of Jan 2021)
- Marijuana Excise Tax and State Shared Distributions
- Scenario #1: Continue Contracting with MVFD (includes future Lawson Hills Station)
- Scenario #2: Form Own Fire Department (includes future Lawson Hills Station)
- Scenario #3: Annex to MVFD
- Scenario #4: Annex to PS RFA
- Discussion on how the property tax calculation works
- Conclusions
 - Continuing to contract with MVFD is lowest cost alternative and preserves City's property tax capacity
 - Fire services funding strategy should also consider future non-fire needs
 - To meet City future needs will likely require a combination of strategies (e.g. property taxes, utility tax, other taxes or sources of revenue)
 - Can adjust revenue strategies as City property, sales, and utility tax basis increases
- Other Options
 - Reduce General City services to fund fire services (increased cost of MVFD contract or own fire department)
 - Reduce general City services due to loss of property tax revenue (shift in property tax levy capacity from City to MVFD or PS RFA)
 - Limit station operations to only one station
 - Do not open new Lawson Hills station
 - Consolidate operations to a single station (S98 or LH Station)
 - Look to operate 2nd station at future date when City tax revenues are sufficient
- Review of three example revenue scenarios
- Discussion on what are our most viable options moving forward.
- Property Tax and Fire Services Survey (cities between 9K-10.5K) General Fund Levy only
- Utility Tax survey
- Key take aways from the survey
- Implementation timelines for each of the four scenarios
- FCS Group prepared and transmitted a written executive summary to Council
- Executive Summary report is a stand-alone report and it was asked could the PowerPoint and those be combined.

Mayor Benson announced the next step would be for Council to discuss setting up a meeting for further discussion on the options presented.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (6-0).

The meeting ended at approximately 8:11 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of March 18, 2021
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Wisnoski, Stout, de Leon, and O'Donnell.

ABSENT:

Staff present: Sofia Mabee, Labor Attorney, Jamey Kiblinger, Police Chief, and Brenda L. Martinez, City Clerk/HR.

CLOSED SESSION:

- 1) Discuss Collective Bargaining Pursuant to RCW 42.30.140(4)

At 6:01 p.m. Mayor Benson announced that Council would be going into a closed session pursuant to RCW 42.30.140(4) to discuss collective bargaining. There would be no public participation during the closed session and there would be no action to follow.

Mayor Benson called the special meeting back to order at 6:28 p.m.

ADJOURNMENT:

Councilmember de Leon **moved** to adjourn the meeting; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (6-0).

The meeting ended at approximately 6.28 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of March 18, 2021
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Stout, de Leon, O'Donnell, and Paige.

ABSENT: None

Staff present: Seth Boettcher, Public Works Director; Scott Hanis, Capital Projects/Program Manager; Jamey Kiblinger, Police Chief; Andrew Williamson, MDRT/Ec Dev Director; May Miller, Finance Director; Mona Davis, Community Development Director; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to the agenda. **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (6-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Proclamation – Women's History Month

CONSENT AGENDA:

Councilmember Deady **moved** to adopt the Consent Agenda; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (6-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – March 18, 2021, Check No. 49760 through 49808 and EFTs in the amount of \$537,979.36
- 2) **Payroll** – February 2021, Check No. 20056 through 20064 and ACHs in the amount of \$448,529.82

PUBLIC COMMENTS: None

PUBLIC HEARINGS:

- 3) **AB21-014** – Public Hearing on City's Skateboard Park

Public Works Director Boettcher gave an overview of the history of this project and the condition of the Skateboard Park and the reason it has been closed and what they are looking at doing. He also read written public comments that were received for this hearing.

Mayor Benson opened the public hearing at 7:11 p.m.

John Olson, Black Diamond encouraged Council and staff to think of other solutions for this park.

Mayor Benson closed the public hearing at 7:12 p.m.

Discussion continued with Director Boettcher touching on next steps, an interim solution and what that would look like.

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 4) AB21-015** - Resolution Regarding Professional Services Agreement with Parametrix for for Design of the Covington Creek Culvert Replacement Project

Capital Project/Program Manager Hanis reported to Council on this item.

Councilmember de Leon **moved** to adopt Resolution No. 21-1411, authorizing the Mayor to execute a Professional Services Agreement with Parametrix, Inc. for the design of the Covington Creek Culvert Replacement Project; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0).

DEPARTMENT REPORTS:

Fire – Chief Smith spoke on the bridge closure and shared that there is a zoom meeting set up for next month on that issue. He reported that 98 responded to fatal fire in Kanaskat and there will be crews from all over King County at Ten Trails practicing trench rescues. He reported on the new engine that is being built for the City and where it is at for completion. He will let Council know when the push in ceremony will be for the new engine.

MAYOR'S REPORT:

Mayor Benson announced that the scheduled retreat for April was rescheduled to June so the new appointed Councilmembers could attend. She also discussed the Council recruitment process and now with only five seated members we can only have two councilmembers on a committee. The Finance Committee has three and she asked if

someone be willing to step down until we fill the vacancies. Councilmember Wisnoski offered to step down.

COUNCIL REPORTS:

Councilmember Deady reported on the need to get the next meeting for the fire service options on the books. Councilmember discussed and good date and there was consensus to hold the special meeting on March 29 at 6:00 p.m. She expressed how the blocks in old town by the bakery are being painted yellow and it looks great. She thanked the Public Works crew for their hard work. She spoke about residents reaching out to her concerned about motorized vehicles in city parks especially where the cottonwood trees have been cut down. She thanked Councilmember Stout for her time and service on the Council and noted always appreciating her perspective.

Councilmember Oglesbee reported looking forward to the retreat and would like to keep the April 2 date and is concerned and disappointed it was pushed out further. She shared looking forward for a more useful skatepark. She thanked Councilmember Stout for being a great neighbor and Councilmember and noted she will be missed.

Councilmember Wisnoski thanked Councilmember Stout for being a great Councilmember and neighbor and wished her and her family the best of luck. He shared that it's soon to be springtime and the days are getting longer, birds are chirping, and gardeners are getting ready. He talked about better weather getting people out and making those neighborly bonds and reminded everyone to social distance and wear a mask.

Councilmember Stout reported attending the Public Works Committee meeting where the discussion was on the skateboard park and the culvert project. She did ask Councilmember Deady to share options for kids at the Community Gym due to the closing of the skateboard park. Councilmember Deady shared her ideas of opening the gym up when it's not rented for kids and young teens to occupy their time by playing volleyball, basketball, etc. Councilmember Stout further reported attending the PIC meeting and encouraged others to participate in these. She also reported attending the work session on the fire services option for the City. She expressed loving serving the Black Diamond City Council and shared that it has been an honor. She touched on why she ran for office and noted Johna being a supporter and encourager. She thanked all the citizens, Councilmembers, staff members, and those that were on the committees she served on. She also touched on being able to earn the Certificate of Municipal Leadership and noted it being a great program and encouraged all Councilmembers to earn that certificate. She shared that she is leaving the Council due to relocating to Idaho to be closer to her son and she then resigned from the Council.

Councilmember de Leon thanked councilmember Stout for the amazing leadership she has shown and wished her the best of luck in her new journey as she will be missed. She reported attending committee meetings, the fire study work session and is looking forward to continuing this discussion as it is a huge decision before the Council. She is hopeful to

be using the city zoom account soon and wanted to let Council know she is working on this so she can reach out to more residents via a town hall style and will keep Council updated on this. On a personal note she shared she was recently eligible for the vaccine and she did receive it and reported on how convenient the process getting it scheduled was. She encouraged everyone to continue to practice safe protocols. She also called attention to an email she sent to Council and expressed being really concerned about the rise in hate crimes and speech in the community and wants to think about ways to partner with the county on this issue. She was also able to have conversations with the Asian and Pacific Islander youth that were speaking out about the mischaracterizations due to COVID 19 and the pain they have been experiencing and how they want to see their elected do more. She is hoping Councilmember Dunn will acknowledge her email and the City can be part of this conversation. She noted that the month of March is women history month and touched on the brutal murders in Atlanta and on the proclamation the city approved and the need to stay engaged in the conversation as people's lives are at stake.

Councilmember O'Donnell noted fully supporting Councilmember de Leon's comments. He reported attending all his committee meetings and met with some city employees. He touched on the new fire truck and it being an expensive asset and thanked the Chief. He appreciated everyone's indulgence on the email he sent out regarding the large volume of mounting work that needs to be done and how now is the time to be doing that. He gave Councilmember Stout his well wishes and thanked her for her service to the City.

ATTORNEY REPORT:

City Attorney Linehan announced the Appeal hearing scheduled for April 1 is now scheduled for April 15. He wished Councilmember Stout well and expressed how she has been wonderful to work with and that Idaho is getting a real "gem".

Mayor Benson thanked Councilmember Stout for all her hard work and service to the City as she appreciated it.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:11 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Professional Unit	Agenda Date: April 1, 2021	
	AB21-016	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: Various Funds	Court – Stephanie Metcalf	
Timeline: January 1, 2021		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Proposed CBA		
SUMMARY STATEMENT: The City's negotiating team consisting of Sofia Mabee, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Professional Unit for a new three (3) year Collective Bargaining Agreement ("CBA") effective January 1, 2021 through December 31, 2023. The Professional Unit has approved the CBA and the City's negotiating team is recommending ratification by the City Council. Of special mention in the agreement article 18.7 and 19.4 are duplicative and we are working with the union to get their agreement to delete section 18.7 as 19.4 is what was agreed to. This is not a major point and can be resolved in the next agreement if need be. FISCAL NOTE (Finance Department): The new Collective Bargaining Agreement was negotiated as directed by the City Council and the 2021 budget includes funds to support 2021 increases.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 21-1412 authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Professional Unit.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2021		

RESOLUTION NO. 21-1412

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF BLACK DIMAOND AND TEAMSTERS LOCAL
UNION NO. 117 PROFESSIONAL UNIT**

WHEREAS, the Teamsters Local Union No. 117 is the authorized bargaining representative for the Black Diamond Professional Unit; and

WHEREAS, the Professional Unit was formed in 2014; and

WHEREAS, their agreement expired on December 31, 2020; and

WHEREAS, the City negotiating team has reached a tentative agreement with the Union for a new three-year Collective Bargaining Agreement ("CBA") effective January 1, 2021 through December 31, 2023 (attached hereto as Exhibit A); and

WHEREAS, the City Council has reviewed the CBA and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the CBA;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Professional Unit's CBA as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF APRIL 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters**

REPRESENTING THE PROFESSIONAL UNIT



And

CITY OF BLACK DIAMOND

Term of Agreement

January 1, 2021~~18~~ – December 31, 2023~~0~~

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~~AGREEMENT BETWEEN~~
~~CITY OF BLACK DIAMOND~~
and
~~TEAMSTERS LOCAL UNION 117,~~
~~{PROFESSIONAL UNIT}~~

PREAMBLE

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in the bargaining unit, as determined by the Public Employment Relations Commission (PERC), Case 26432-E-14-03863 (2014) and further defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach, with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any difference which may arise in accord with the terms of this Agreement.

ARTICLE 1 – DEFINITIONS

The following terms and phrases used in this Agreement are defined as follows:

“The Employer” or “the City”: The City of Black Diamond, Washington.

“The Union”: Teamsters Local Union No. 117 (Professional Unit).

Non-Director Employees: The following classifications in the bargaining unit: (1) ~~Utilities~~ Operations and Maintenance Superintendent; (2) Deputy City Clerk; (3) Deputy Finance Director; (4) Police Records Coordinator; (5) Court Administrator; (6) Construction Inspector Supervisor; (7) Permit Technician Supervisor; and (8) Building Official.

Director-Level Employees: The following classifications in the bargaining unit: (1) Community Development / Natural Resources Director; (2) Public Works Director; (3) Finance Director; and (4) MDRT / Economic Development Director.

Temporary Employees: Temporary employees are those employees hired for an indefinite, but limited, term of employment, not to exceed six (6) continuous months, during any period when additional work requires a temporarily expanded work force, in the event of an emergency, or to substitute during the absence of a bargaining unit employee. Temporary employees are not members of the bargaining unit, unless and until they exceed six (6) months in any twelve (12)

successive month period. ~~Temporary employees will not be used by the Employer to displace current employees of the bargaining unit.~~ Temporary employees are not subject to the provisions of this Agreement. With prior notice to the Union, the Employer may choose to hire a paid consultant instead of a temporary employee for up to six (6) continuous months. Temporary employees and/or paid consultants hired under this section will not be used by the Employer to displace current employees of the bargaining unit. Bargaining unit work will not be permanently assigned to temporary employees or paid consultants.

Initial Probationary Employees: New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

Initial Probationary Period of Employment: The initial twelve (12) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment based on mutual agreement with the Union.

Promotion: Competing for and accepting a new job or classification with higher compensation and/or an advancement in rank or position. A promotion also includes a transfer, upon the voluntary application of an employee, to an entirely new classification outside of the employee’s previous job responsibilities and duties.

Promotional Probationary Employees: Existing employees serving a promotional probationary period of employment.

Promotional Probationary Period of Employment: Twelve (12) months of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or upon an employee’s transfer to a new job or classification. During the promotional probationary period of employment, a promotional probationary employee shall be returned to his/her/their most recently-held position if the employee fails to pass probation. A promotional probationary employee may also return to their recently-held position by preference, but only if the position is still vacant. Employer retains the right to extend the length of the promotional period of employment on a case-by-case basis.

ARTICLE 2 – RECOGNITION

The Employer recognizes Teamsters Local No. 117 as the exclusive bargaining representative for all employees in the bargaining unit, including all regular full-time, regular part-time, and probationary employees, and including any of the above-listed categories who are employed by

the City of Black Diamond but subject to external grant funding or public-private partnership funding. The job classifications held by bargaining unit members are listed in Appendix A to this Agreement and/or as subsequently added by the parties during the life of the Agreement. The bargaining unit shall exclude confidential employees and all other employees.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 - Union Membership

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

3.2 - Dues or Fees / Payroll Deduction

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month's paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.3 - Notification

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

3.4 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

3.5 – New Hire Orientation

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

3.6 – PAC Contributions to D.R.I.V.E.

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, 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 each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Professional Unit, this section of the Article shall automatically terminate.

ARTICLE 4 – **NON-DISCRIMINATION**

4.1 – Non-Discrimination Based on Union Membership or Union Activity

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

4.3 – Prohibition on Intimidating or Bullying Behavior

The Employer and the Union recognize the Employer has policies and procedures relating to workplace violence. The Employer and the Union also recognize behavior which does not rise to the level of physical violence, or threats thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general. The Employer and the Union further recognize this type of inappropriate conduct is not dependent upon a supervisor/subordinate relationship and may occur between co-workers without a difference in reporting relationships. Therefore, the Employer and the Union seek to codify their intent not to engage in, encourage, or knowingly tolerate workplace intimidation or bullying. The Employer and the Union will work together collaboratively and

employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.

ARTICLE 5 – UNION ACTIVITY

5.1 – Conduct of Union Business and Member Access

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises, provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Authorized representatives of the Union may visit the Employer's work locations of employees covered by this Agreement for the purposes of investigating grievances or conducting Union business, provided that such business does not interfere with the Employer's operations. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

Authorized representatives of the Union may have reasonable access to its members in Employer facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks, provided such access and meeting do not interfere with the Employer's operations.

5.2 – Stewards

The Union has the right to appoint stewards within sections and locations where its members are employed under the terms of this Agreement.

5.3 – Paid Release Time for Bargaining

One non-exempt employee may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

5.4 – Bulletin Boards

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business, including the announcement of meetings, elections, and any other Union materials, provided that no material shall be posted that is obscene or defamatory. ~~Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel.~~

5.5 – Personnel Policies

The Employer maintains personnel policies applicable to employees. Copies, amendments, or changes of the Employer's personnel policies impacting any of the terms and conditions of this Agreement shall be provided upon request by the Union.

5.6 – Email and Telecommunication Equipment

The Employer and the Union agree that the Employer's computer and telephone equipment shall be used primarily for conducting the Employer's business and not for other purposes. Employees covered by this Agreement may use the Employer's computer and telephone equipment to conduct Union business at a reasonable level, provided that such use does not interfere with the Employer's operations and is at no added cost to the Employer. The Union understands that any communications taking place on the Employer's computer and telephone equipment are subject to review by the Employer, is not secure or private, and is part of the public domain.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 – Purpose

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 – Specific Rights Enumerated

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons.
- 4.5. _____ Maintain the efficiency of the Employer's operations;
- 5.6. _____ Determine the methods, means, and personnel by which the Employer operates and conducts its business;
- 6.7. _____ Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement; and
- 7.8. _____ Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

6.3 – Notice to the Union of the Exercise of Management Rights

The Employer shall ~~attempt to~~ provide the Union with thirty (30) calendar days' notice of the exercise of any non-routine management right that ~~may affect~~s wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

~~6.4 – Mandatory Collective Bargaining Required~~

~~Except as provided in this Agreement, the Employer may neither alter, amend, nor modify any matters subject to mandatory collective bargaining under RCW 41.56 (i.e. wages, hours, and working conditions) during the term of this Agreement without first bargaining with the Union.~~

~~6.5~~4 – Court Personnel Governed by General Rule 29(f)

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Administrator covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Administrator, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

ARTICLE 7 – HOURS OF WORK

7.1 – FLSA Work Week

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

7.2 – Work Schedule for Non-Exempt Employees

The work week for non-exempt regular full-time employees, including non-exempt initial/promotional probationary employees working on a full-time basis, shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a “5/8 schedule”). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with five (5) working days’ notice, except by mutual agreement. Absent mutual agreement, employees will not be required to work split shifts. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 pursuant to RCW 49.12.187.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period. Employees may waive their meal period with prior approval by a supervisor. If an employee is required to work three (3) or more hours longer than a normal work day, the employee shall be allowed to take one thirty (30) minute unpaid meal period prior to or during the overtime period.
- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer’s operations and service, provided employees are not required to work more than three (3) hours without a rest break.

7.3 – Work Schedule for Exempt Employees

The work week for exempt regular full-time employees, including exempt initial/promotional probationary employees working on a full-time basis, is generally forty (40) hours per week, consisting of eight (8) hour days, Monday through Friday. Exempt employees are expected to work the hours necessary to complete their job duties. Due to the nature of the job duties of exempt employees, they may be required to work more than forty (40) hours per week and may be required to work evenings and weekends. Exempt positions are therefore not limited to a specific number of hours in a work day or work week. While exempt employees have some flexibility in their working hours, it is expected that every exempt employee will generally be present at their assigned work location during regular business hours. It is the responsibility of exempt employees

to notify the Employer in advance of absences of a half-day or more. Exempt employees must maintain good work habits, be accountable to the City, and be regularly available during normal business hours to allow the Employer's business to be accomplished in an orderly and efficient manner.

Exempt employees will not be subject to salary deductions for personal partial day absences, unless authorized by law, but may be required, under appropriate circumstances and at the discretion of the Employer, to deduct partial day absences from available paid leave banks. Such deductions from paid leave banks, if any, will not occur where the employee has been granted flexible time off by the Employer or has otherwise been granted approval in advance to take a partial day absence without a deduction. Full day absences for personal reasons other than sickness or accident shall be deducted from employees' paid leave banks, to the extent authorized by law.

7.4 – Exempt Employees: Flexible Time Off for Work Load Fluctuations

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet project needs and workload fluctuations. Therefore, upon employee request and by mutual agreement of the Employer, a change of schedule and flexible time off may be authorized on a case-by-case basis. Such agreements shall not result in any reduction in services provided by the Employer or impact required staffing levels for the Employer's daily operations. In addition, such agreements shall not increase the Employer's total cost of compensation for employees.

7.5 – Executive Leave for Exempt Employees

The parties recognize that the nature of the work of exempt, salaried professional employees may require work beyond the normal work schedule to meet projects needs and workload fluctuations. For exempt employees working substantially in excess of the standard work schedule, the Employer has the discretion to award up to five (5) days of paid Executive Leave per year. Such an award may be provided without prompting by the Employer, or upon request by an employee, who shall provide a written statement to the Human Resources Director with the reasons supporting the request. Requests will be approved by the Employer on a case-by-case basis. Executive Leave must be used in the year it is earned, cannot be exchanged for cash payment, and has no value at the time of voluntary or involuntary separation.

7.6 – Telecommuting Schedules

Employees are generally expected to be present at the Employer's premises during normal work hours. On a case-by-case basis, employees may request a telecommuting schedule, to be approved at the discretion of the Employer. A telecommuting schedule will only be granted on a limited or intermittent basis, or for special projects and assignments, or for inclement weather, provided the employee has a legitimate rationale for requesting a telecommuting schedule and is able to perform all of the necessary functions of the job. If an employee is granted a telecommuting

schedule, the employee will be required to comply with the Employer's policies governing telecommuting and the use of the Employer's electronic resources.

ARTICLE 8 – SENIORITY

8.1 – Definition of Seniority

- a. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.
- b. Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

8.2 – Employee Classifications

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees** – Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees, including promotional probationary employees working on a part-time basis, earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. **Initial Probationary Employees** – New probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

8.3 – Breaks in Seniority

Seniority shall be broken by resignation, discharge, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 – OVERTIME AND CALL-BACK

9.1 – Overtime Eligibility

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

9.2 – Overtime Hours

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave. Effective the first pay period after ratification of this Agreement, holidays shall count towards hours worked for the purpose of overtime.

9.3 – Overtime Compensation

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

9.4 – Call-back

Employees in the Professional Unit may be called back to work outside of regular working hours. Under such circumstances, non-exempt employees will be paid for the actual time worked, including any overtime, in accordance with state and federal wage and hour laws. A non-exempt employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a minimum of one (1) hour of pay at the appropriate rate of pay (unless the reason for return is attributable to the employee).

9.5 – Stand-By Status

The Employer and the Union recognize the job classification of Public Works Utilities Supervisor covered by this Agreement currently provides public works standby duties in conjunction with employees represented by the Public Works Union. The Public Works Utilities Supervisor shall continue to provide these duties in accordance with the Employer's standby policy.

9.6 – Compensatory Time

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday

following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

9.7 – Overtime Eligibility for Exempt Employees

Exempt employees shall be paid a salary and shall not receive overtime pay or compensatory time for hours worked in excess of forty (40) per week.

ARTICLE 10 – HOLIDAYS

10.1 – Recognized Holidays

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	4 th Monday of May
Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	4 th Friday of November
Christmas Day	December 25
One (1) Floating Holiday	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

If the City is required by law to provide additional paid holidays, the City will comply with the law.

10.2 – Holidays During Paid Leave

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

10.3 – Holiday Pay for Non-Exempt Employees

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within

the same work week. The determination of “convenient” shall be mutually agreed upon by the Employer and affected employee.

2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked which fell on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

10.4 – Holidays on Saturday and Sunday

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

10.5 – Floating Holiday

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holiday must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.
4. Regular part-time employees will receive a pro-rated portion of floating holiday hours based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

ARTICLE 11 – VACATION LEAVE

11.1 – Vacation Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

Year of Employment	Vacation Hours Earned Per Year
0-5 years	12 vacation days per year (8 hours per month) (1 day per month)
6-9 years	15 vacation days per year (10 hours per month) (1.25 days per month)
10-15 years	18 vacation days per year (12 hours per month) (1.5 days per month)
16-19 years	21 vacation days per year (14 hours per month) (1.75 days per month)
20+ years	24 vacation days per year (16 hours per month) (2 days per month)

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the seventh (7th) month of the initial probationary period. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

11.2 – Vacation Carry-Over

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum

20+ years	288 hours maximum
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The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 1-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

11.3 – Vacation Requests

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. In the event of a bona fide staffing emergency, such as an incident impacting critical Employer operations or impacting public health and safety, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

ARTICLE 12 – SICK LEAVE

12.1 – Sick Leave Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, new probationary employees may not use accrued paid sick leave until the ~~ninetieth (90)~~sixtieth (60) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand and forty hours (1,040). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

12.2 – Permitted Use of Sick Leave

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.

3. The employer's medical or dental appointments, or those of the employee's immediate family, ~~provided the employee makes a reasonable effort to schedule the appointments at times minimizing a disruption of the Employer.~~
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employees' job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household. If the City is required by law to provide sick leave to additional family members, the City will comply with the law.

12.3 – Sick Leave Procedure

1. ~~Sick leave may not be taken without prior approval from the Employer. To request sick leave, a~~An employee using sick leave shall inform the Employer as soon as possible ~~and indicate the reason for the sick leave.~~
2. Sick leave may be used once it is earned. Sick leave is deemed "earned" when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days, the Employer may require the employee to obtain a doctor's statement verifying the necessity for use of sick leave. Any

employee requested to provide a doctor's statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an "unreasonable burden or expense," as that phrase is interpreted by Washington law, that cannot be mitigated by the City.

4. The Employer may, in accordance with the terms of state or federal law, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer's expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee's condition may impose on ~~his/her~~ their job duties, and to assist in evaluating the employee's return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee's doctor certifying the employee's fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor's statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer's personnel policy manual.

12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out
Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

ARTICLE 13 – OTHER LEAVE

13.1 – Paid and Unpaid Leave Required by State or Federal Law

The Employer provides employees with family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 USC § 2601 et seq. and RCW ~~49.78~~50A).
- b. Family Care Act Leave (RCW 49.12.265 & WAC 296-130).
- c. Pregnancy Disability ~~Leave~~Accommodation (RCW 49.60).
- d. Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

13.2 – Bereavement Leave

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, a child's spouse, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

13.3 – Unpaid Religious Leave

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a

religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

13.4 – Jury Duty

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides ~~his/her~~their jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter ~~involving the Employer~~in their official capacity.

13.5 – Other Leaves of Absence

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leave of absence are set by the Employer's personnel policies manual.

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.1 – Eligibility for Insurance Benefits

Regular full-time employees, including promotional probationary employees employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week, including promotional probationary employees employed in such a capacity, are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees, if working more than thirty (30) hours per week, are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

14.2 – Health Insurance Benefits

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual and/or AWC's enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

- a. **Funding Agreement Employees**—Specific employees of the bargaining unit are funded in whole or in part by a public-private partnership funding agreement between the Employer and the Master Plan Developer, a private construction company. Pursuant to the terms of the funding agreement, these employees may have their health insurance benefits for themselves and their spouses and dependents paid 100% by the Employer. In the event the funding agreement expires, is terminated, or is otherwise modified, employees covered by the funding agreement will revert to the cost-sharing arrangement applicable to other employees, as described in paragraph (1) of Article 14.2.

14.3 – Dental Insurance Benefits

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

14.4 – Employee Assistance Program

The health insurance plan selected by employees may offer a voluntary employee assistance program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

14.5 – Industrial Insurance

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

14.6 – Life Insurance

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.7 – Long-Term Disability Insurance

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.8 – Washington Paid Family and Medical Leave (RCW 50A.0410)

~~Effective January 1, 2020, e~~Employees have access to family leave and medical leave ~~insurance benefits~~ based upon the requirements of Washington law, RCW 50A.1004. ~~Beginning January 1, 2019, e~~Employees ~~will pay the designated employee share of premiums 100% of premiums, both the family leave and medical leave premiums,~~ by way of ~~a~~ payroll deduction. Should the Employer grow in size beyond 50 employees, it will ~~then begin paying 55% of the medical leave premium~~ pay the designated employer share of premiums.

14.9 – Vision and Orthodontia Coverage

Beginning the first month after this Agreement has been ratified by both parties, the Employer shall pay one hundred percent (100%) of the premiums necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Vision Service Plan (\$25 deductible). In conjunction with its health insurance plans, AWC offers optional enrollment in ~~vision and~~ orthodontia coverage. The current plan offerings (subject to change) ~~are Vision Service Plan – Full Family (\$25 deductible) and is~~ Orthodontia – Plan V. ~~Both plans~~ This plan requires 100% participation by the bargaining unit. The bargaining unit, at their option and as an entire unit (*i.e.* 100% participation), may elect to enroll in ~~these plans~~ Orthodontia – Plan V, at their sole expense.

14.10 – Benefits During Leaves of Absence

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

ARTICLE 15 – WAGES

15.1 – Classifications, Wages, and Salary Schedule

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

15.2 – Step Dates

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month. An employee who promotes or demotes shall have their step-increase eligibility date reset to the date of their promotion or demotion. If an employee's Initial Probationary Period of Employment is extended, the employee's step-increase eligibility date shall automatically extend until the date the employee successfully passes probation.

ARTICLE 16 – PENSION CONTRIBUTION AND DEFERRED COMPENSATION

16.1 – Pension Contribution

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. All employees covered by this Agreement shall continue to be covered by the applicable retirement system in which they are enrolled (e.g. PERS I, PERS II, PERS III). Retired employees covered by this Agreement who receive retirement benefits are excluded from enrollment in PERS, subject to any administrative fees charged by the State of Washington. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

16.2 – Deferred Compensation Contribution

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. ~~As of the signed date of this Agreement, the Employer provides up to a \$25.00 per month matching contribution, although this amount is subject to upward or downward adjustment.~~ Effective January 1, 2021, the Employer shall match an employee's contribution on a dollar for dollar basis, up to \$25.00 per month. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

ARTICLE 17 – EMPLOYEE DEVELOPMENT

17.1 – Training and Career Development

The Employer and Union agree training and career development are beneficial to both the Employer and affected employees. Training, career development, and educational needs may be

identified/requested by both the Employer and employees. The Employer and Union recognize that employees are integral partners in managing their career development. The Employer is committed to providing employees with professional development opportunities within the parameters of available resources and budgetary constraints.

17.2 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- | | |
|------------------------------------|------|
| • Associate Degree (2 year degree) | 2.0% |
| • Bachelor Degree (4 year degree) | 4.0% |
| • Masters, Professional, or PhD | 6.0% |

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of their degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. Higher education premium requests are subject to a requirement that the degree be relevant to the employee's position, in the Employer's judgment, as follows: (1) effective January 1, 2021 for employees hired on or after January 1, 2021; and (2) effective January 1, 2023 for employees hired prior to January 1, 2021. The Employer may verify the legitimacy of any degree presented by an employee.

ARTICLE 18 – DISCIPLINE FOR NON-DIRECTOR POSITIONS

18.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding non-director positions shall be subject to discipline and discharge only for "just cause." The terms of this Article apply only to non-director positions in the bargaining unit. The Employer retains the right to discipline initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

18.2 – Disciplinary Steps

Disciplinary action ~~may~~ shall include the following progressive steps, unless otherwise provided below:

- a. Verbal warning.
- b. Written reprimand.
- ~~c. Reassignment resulting in adverse economic impact.~~
- ~~d.~~ c. Suspension without pay.
- ~~e.~~ d. Permanent or temporary demotion.
- ~~f.~~ e. Discharge.

~~Progressive discipline is generally preferred, but not required.~~ The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justifies a more severe response.

18.3 – Verbal Warnings and Written Reprimands

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings and written reprimands carry no economic impact and are not subject to the grievance procedure stated in this Agreement and therefore may not be grieved.

18.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. **Notice of ~~Intent to Discipline~~ Pre-Disciplinary Meeting** – If the Employer ~~intends to~~ is considering impose imposing discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable ~~to the~~ employee to understand the general nature of the concern or allegations, modified by what the Employer has learned to date through any investigation or otherwise. ~~The Employer may provide written notice either before or after conducting a preliminary investigation.~~
- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will ~~state its concerns or allegations, modified by what it has learned to date through any investigation or otherwise, and~~ provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary

meeting, the Employer shall inform the employee and the Union in writing of the Employer's disciplinary decision.

18.5 – Employer Investigations

- a. Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at his/her/their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in his/her/their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

18.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

18.7 – Personnel Files and Right to Inspection

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file and only removed if the accompanying disciplinary document is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of his/her/their personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

ARTICLE 19 – DISCIPLINE FOR DIRECTOR LEVEL POSITIONS

19.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All members of the bargaining unit holding director level positions serve "at will," meaning the Employer reserves the right to discipline, suspend, or terminate directors of the bargaining unit. These decisions are not subject to the grievance procedure, but are subject to the process and provisions provided below.

Section 1: Performance Deficiencies

No director shall be terminated for a performance deficiency unless the following steps are taken prior to termination:

(1) Written Warning: A director shall receive a written warning specifically identifying the performance deficiencies, the steps to correct the deficiencies, and a specific period within which the deficiencies should be corrected. The director shall be given an opportunity to provide, directly to the Mayor, an explanation as to why ~~his/her~~their performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Suspension without Pay: If the deficiencies noted in a written warning are not corrected within the stated period of time, or the deficiencies reoccur within 24 months, the director may be suspended without pay for a period to be determined by the Mayor, not to exceed two (2) weeks. Prior to the suspension, the director shall be given an opportunity to provide, directly to the Mayor, ~~his/her~~their explanation as to why the performance is not deficient or should otherwise be mitigated by the circumstances. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(3) Termination: If, following the unpaid suspension, the director fails to correct the deficiencies, or if the deficiencies reoccur within 24 months, the Mayor may elect to terminate the director.

(4) Opportunity to Explain: Prior to the effective date of any termination decision under this section, the director shall be given an opportunity to provide, directly to the Mayor, ~~his/her~~their explanation as to why ~~his/her~~their performance was not deficient. The supervisor may also present the Mayor with an explanation as to why termination is not the correct decision and propose alternative solutions. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

Section 2: Ethical Violations, Conduct Detrimental, and Non-Performance Issues

The Mayor retains the right to discipline or terminate a director for ethical violations, conduct detrimental to the office, or other non-performance issues against the best interests of the City.

(1) Opportunity to Explain: Prior to a termination decision, the director shall have the right to provide, directly to the Mayor, ~~his/her~~their explanation as to the underlying conduct and why termination or discipline is not appropriate. The director has the right to attend a meeting with the Mayor accompanied by a union representative.

(2) Review Committee: If the Mayor elects to proceed with termination, the director may request to have the Mayor's termination decision evaluated by a review committee, as set forth by the below process and procedure.

1. Review Committee Composition. Within five (5) days of a termination decision, the Union may provide written notice to the Mayor stating that the terminated director requests an evaluation by a review committee. The Union and the Mayor shall then appoint the necessary review committee members within five (5) business days. A three (3) person review committee shall consist of two (2) city council members selected by the Mayor and one (1) Union representative.

2. Review Committee Procedures. The review committee shall meet within five (5) business days of its appointment. The sole determination for the review committee shall be whether the facts provide a basis for termination for ethical violations, conduct detrimental to the office, or non-performance issues against the best interests of the City. The committee has the right to review written documents and request interviews with employees. If the committee determines the reason for termination is performance deficiencies and the required procedures have not been followed, then the termination shall be rejected. If the committee determines the decision to terminate is arbitrary, the termination shall be rejected. A majority of the committee shall, by secret ballot, determine whether the termination meets the standards set forth herein. If a majority of the committee votes against the termination decision, then the director will not be terminated. No committee member shall disclose, or be compelled to disclose, how they or any other member of the review committee voted.

3. Communication of the Review Committee's Decision. The decision of the review committee shall be communicated in written form to the Mayor and the Union within ten (10) business days of the date on which the committee was appointed and shall be signed by all members of the review committee. If a written decision is not received from the review committee within ten (10) business days of the committee's appointment, the Mayor's decision shall stand.

4. Time Periods. The time periods and deadlines stated in this section may be extended by mutual agreement of the Employer and the Union.

Section 3: Other

A director subject to discipline or termination for any reason other than those set forth in Section 1 or Section 2 (with the exception of a layoff/furlough) shall be entitled to the process described in either Section 1 or Section 2, to be determined by the Mayor.

19.2 – Employer Investigations

- a. Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- b. Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at his/her/their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in his/her/their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- c. Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

19.3 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

19.4 – Personnel Files and Right to Inspection

The Employer endeavors to keep the personnel files of employees accurate and up-to-date. When the Employer places a disciplinary document into an employee's personnel file, the Employer shall notify the employee and give the employee a copy. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of his/her/their personnel file. An employee may be accompanied by Union representation during the inspection. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. Upon receipt

of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(12) as it currently exists or is hereafter amended.

ARTICLE 20 – **GRIEVANCE PROCEDURE**

20.1 – In General

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

20.2 – Definition of Grievance

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement.

- a. Discipline/Discharge for Non-Director Positions:** Verbal warnings and written reprimands are not subject to the grievance procedure. Other higher forms of discipline may be grieved by non-director employees.
- b. Discipline/Discharge for Director Level Positions:** Discipline and discharge decisions are not subject to the grievance procedure and may not be grieved.

20.3 – Election of Remedies

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, then the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

20.4 – Time Limits

To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance.

For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

20.5 – Required Content of Grievance

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

20.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Employer, acting through the employee's immediate supervisor (or, if there is no immediate supervisor available, then the Human Resources Director), shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Administrator Classification – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer’s written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Employer, acting through the Mayor or ~~his/her~~their designee, shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Administrator Classification – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Administrator classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court Administrator classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.
 - a. **Notice** – Within twenty (20) working days following receipt of the Employer’s written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
 - b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitrator Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
 - c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written

decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.

- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator's written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case, including attorney's fees. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenge to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If an arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator's award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 20.6(3)(b) to select an arbitrator to rule on the merits of the grievance. Each party is responsible for its own costs, fees, and expenses incurred in handling a challenge to arbitrability and presenting its case. The party who loses a challenge to arbitrability, as determined by the arbitrator, shall pay for the costs and expenses charged by the arbitrator.

ARTICLE 21 – LAYOFF, FURLOUGH, and RECALL

21.1 – In General

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough, but agrees to bargain the impacts of any such decision on wages, hours, and working conditions of employees. In the event of a layoff, temporary or initial probationary employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return ("bump") to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

21.2 – Recall from Layoff

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall.

ARTICLE 22 – BARGAINING UNIT WORK

22.1 - Subcontracting

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

22.2 – Delegation or Assignment of Bargaining Unit Work

The parties recognize that employees of the bargaining unit are professional employees with supervisory or managerial responsibilities, and that there are times when it is necessary or beneficial to the Employer or employees of the bargaining unit to move work inside and outside of the bargaining unit. Under such circumstances, work may be delegated or assigned without bargaining. When employees of the bargaining unit delegate or assign work to subordinate employees outside of the bargaining unit, employees of the bargaining unit shall maintain supervisory control over the work and the manner in which it is performed. Nothing in this section shall be construed to permit the Employer the right to subcontract bargaining unit work outside of the Employer's workforce without providing an opportunity to bargain.

ARTICLE 23 – PERFORMANCE OF DUTIES / NO RIGHT TO STRIKE

The parties recognize RCW 41.56.113 does not permit or grant employees the right to strike or the right to refuse to perform their official duties. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engaged in a lockout during the term of this Agreement. The Union shall take every reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 24 – PERSONAL LIABILITY AND EMPLOYEE INDEMNIFICATION

The Employer shall indemnify and defend employees, upon proper request, against any claims or legal actions for damages brought against them for any acts, errors, or omissions while acting in the course and scope of their employment. The Employer shall not provide indemnity and defense for any criminal, dishonest, fraudulent, or malicious actions.

ARTICLE 25 – SCOPE AND DURATION OF AGREEMENT

25.1 Term of Agreement

This Agreement is effective January 1, ~~2018~~2021 and continues through December 31, ~~2020~~2023. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

25.2 Severability / Savings Clause

If any Article, section, term, or provision of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted law, or by any decree of a court or competent jurisdiction, the remaining terms or provisions of this Agreement shall continue in full force and effect. The parties agree to promptly reopen negotiations promptly on any such invalidated Article, section, term, or provision to comply with the law.

APPENDIX A—WAGE TABLE

~~January 1, 2018 — \$1,000 signing bonus, payable to each bargaining unit employee actively employed by the City at the time the City Council ratifies this Agreement. Subject to standard taxable withholdings.~~

~~January 1, 2019 — \$1,000 signing bonus, payable to each bargaining unit employee actively employed by the City as of January 1, 2019. Subject to standard taxable withholdings.~~

~~January 1, 2020 — REOPENER. In the fall of 2019, or at another time mutually agreed upon, the parties agree to reopen this Agreement solely for purposes of bargaining 2020 base wages. During reopener negotiations, no position in the bargaining unit will be subject to a decrease in base wages.~~

January 1, 2021 — Effective January 1, 2021, employees shall receive a 1.50% increase to base wages.

January 1, 2022 — Effective January 1, 2022, employees shall receive a base wage increase equal to the June 2020-June 2021 CPI-U Seattle-Tacoma-Bellevue, with a minimum increase of 1.60% and a maximum increase of 3.00%.

January 1, 2023 — Effective January 1, 2023, employees shall receive a base wage increase equal to the June 2021-June 2022 CPI-U Seattle-Tacoma-Bellevue, with a minimum increase of 1.70% and a maximum increase of 3.00%.

~~Employee monthly rates of pay as of January 1, 2018:~~

2018 & 2019 Salary Schedule	-Step 1	-Step 2	-Step 3	-Step 4	-Step 5
Court Administrator	5,891	6,159	6,427	6,694	6,962
MDRT & Economic Director	7,498	7,899	8,301	8,703	9,104
Deputy City Clerk	4,499	4,814	5,128	5,443	5,757
Finance Director	7,498	7,899	8,301	8,703	9,104
Deputy Finance Director	6,631	7,013	7,396	7,778	8,161
Police Records Coordinator	4,499	4,814	5,128	5,443	5,757
Building Official	6,962	7,364	7,766	8,167	8,569

<u>Community Dev/Nat Resources Director</u>	<u>7,498</u>	<u>7,899</u>	<u>8,301</u>	<u>8,703</u>	<u>9,104</u>
<u>Permit Center Supervisor</u>	<u>5,891</u>	<u>6,159</u>	<u>6,427</u>	<u>6,694</u>	<u>6,962</u>
<u>Public Works Director</u>	<u>7,498</u>	<u>7,899</u>	<u>8,301</u>	<u>8,703</u>	<u>9,104</u>
<u>Utilities Superintendent</u>	<u>6,962</u>	<u>7,364</u>	<u>7,766</u>	<u>8,167</u>	<u>8,569</u>
<u>Construction Inspector Supervisor</u>	<u>6,962</u>	<u>7,364</u>	<u>7,766</u>	<u>8,167</u>	<u>8,569</u>

<u>2020 Salary Schedule</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Court Administrator</u>	<u>6,024</u>	<u>6,325</u>	<u>6,641</u>	<u>6,973</u>	<u>7,322</u>
<u>MDRT & Economic Director</u>	<u>8,259</u>	<u>8,672</u>	<u>9,106</u>	<u>9,561</u>	<u>10,039</u>
<u>Deputy City Clerk</u>	<u>4,600</u>	<u>4,922</u>	<u>5,243</u>	<u>5,565</u>	<u>5,887</u>
<u>Finance Director</u>	<u>8,373</u>	<u>8,792</u>	<u>9,232</u>	<u>9,693</u>	<u>10,178</u>
<u>Deputy Finance Director</u>	<u>6,870</u>	<u>7,170</u>	<u>7,562</u>	<u>7,953</u>	<u>8,344</u>
<u>Police Records Coordinator</u>	<u>4,600</u>	<u>4,922</u>	<u>5,243</u>	<u>5,565</u>	<u>5,887</u>
<u>Building Official</u>	<u>7,119</u>	<u>7,530</u>	<u>7,941</u>	<u>8,351</u>	<u>8,762</u>
<u>Community Dev/Nat Resources Director</u>	<u>8,259</u>	<u>8,672</u>	<u>9,106</u>	<u>9,561</u>	<u>10,039</u>
<u>Permit Center Supervisor</u>	<u>5,891</u>	<u>6,159</u>	<u>6,427</u>	<u>6,694</u>	<u>6,962</u>
<u>Public Works Director</u>	<u>8,259</u>	<u>8,677</u>	<u>9,111</u>	<u>9,567</u>	<u>10,045</u>
<u>Operations and Maintenance Superintendent</u>	<u>7,119</u>	<u>7,530</u>	<u>7,941</u>	<u>8,351</u>	<u>8,762</u>
<u>Construction Inspector Supervisor</u>	<u>7,119</u>	<u>7,530</u>	<u>7,941</u>	<u>8,351</u>	<u>8,762</u>

<u>2021 Salary Schedule</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Court Administrator</u>	<u>6,114</u>	<u>6,420</u>	<u>6,741</u>	<u>7,078</u>	<u>7,432</u>
<u>MDRT & Economic Director</u>	<u>8,383</u>	<u>8,802</u>	<u>9,243</u>	<u>9,704</u>	<u>10,190</u>
<u>Deputy City Clerk</u>	<u>4,669</u>	<u>4,996</u>	<u>5,322</u>	<u>5,648</u>	<u>5,975</u>
<u>Finance Director</u>	<u>8,499</u>	<u>8,924</u>	<u>9,370</u>	<u>9,838</u>	<u>10,331</u>
<u>Deputy Finance Director</u>	<u>6,973</u>	<u>7,278</u>	<u>7,675</u>	<u>8,072</u>	<u>8,469</u>

<u>Police Records Coordinator</u>	<u>4,669</u>	<u>4,996</u>	<u>5,322</u>	<u>5,648</u>	<u>5,975</u>
<u>Building Official</u>	<u>7,226</u>	<u>7,643</u>	<u>8,060</u>	<u>8,476</u>	<u>8,893</u>
<u>Community Dev/Nat Resources Director</u>	<u>8,383</u>	<u>8,802</u>	<u>9,243</u>	<u>9,704</u>	<u>10,190</u>
<u>Permit Center Supervisor</u>	<u>5,979</u>	<u>6,251</u>	<u>6,523</u>	<u>6,794</u>	<u>7,066</u>
<u>Public Works Director</u>	<u>8,383</u>	<u>8,807</u>	<u>9,248</u>	<u>9,711</u>	<u>10,196</u>
<u>Operations and Maintenance Superintendent</u>	<u>7,226</u>	<u>7,643</u>	<u>8,060</u>	<u>8,476</u>	<u>8,893</u>
<u>Construction Inspector Supervisor</u>	<u>7,226</u>	<u>7,643</u>	<u>8,060</u>	<u>8,476</u>	<u>8,893</u>

Signed this ____ day of ~~December, 2018.~~
March, 2021

SIGNED FOR THE CITY OF BLACK DIAMOND

Mayor Carol Benson

Signed this ____ day of ~~December, 2018.~~
March, 2021

SIGNED FOR TEAMSTERS LOCAL NO. 117
(Professional Unit)

John Searcy, Secretary-Treasurer
Teamsters Local 117

Signed this ____ day of ~~December, 2018.~~
March, 2021

SIGNED FOR THE CITY OF BLACK DIAMOND
MUNICIPAL COURT UNDER GR 29(f) FOR
NON-WAGE RELATED ARTICLES APPLICABLE
TO COURT PERSONNEL COVERED BY THIS
AGREEMENT

The Honorable Krista White Swain

~~Andy Williamson~~ Shane O'Neill
Employee representative

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT:	Agenda Date: April 1, 2021	AB21-017
Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Public Works and Admin Support Units	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: Various Funds	Court – Stephanie Metcalf	
Timeline: January 1, 2021		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Proposed CBA		
SUMMARY STATEMENT: The City's negotiating team consisting of Sofia Mabee, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Public Works and Admin Support Units for a new three (3) year Collective Bargaining Agreement ("CBA") effective January 1, 2021 through December 31, 2023. The Public Works and Admin Support Units have approved the CBA and the City's negotiating team is recommending ratification by the City Council. FISCAL NOTE (Finance Department): The new Collective Bargaining Agreement was negotiated as directed by the City Council and the 2021 budget includes funds to support 2021 increases.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 21-1413 authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and Teamsters Local 117 Public Works and Admin Support Units.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
April 1, 2021		

RESOLUTION NO. 21-1413

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF BLACK DIMAOND AND TEAMSTERS LOCAL
UNION NO. 117 PUBLIC WORKS AND ADMIN SUPPORT
UNITS**

WHEREAS, the Teamsters Local Union No. 117 is the authorized bargaining representative for the Black Diamond Public Works and Admin Support Units; and

WHEREAS, the Professional Unit was formed in 2014 and the Admin Support Unit was formed in 2016; and

WHEREAS, their agreement expired on December 31, 2020; and

WHEREAS, the City negotiating team has reached a tentative agreement with the Union for a new three-year Collective Bargaining Agreement ("CBA") effective January 1, 2021 through December 31, 2023 (attached hereto as Exhibit A); and

WHEREAS, the City Council has reviewed the CBA and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the CBA;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Public Works and Admin Support Unit's CBA as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF APRIL 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters**

**REPRESENTING PUBLIC WORKS & ADMIN.
SUPPORT UNITS**



And

CITY OF BLACK DIAMOND

Term of Agreement

January 1, 2021~~18~~ – December 31, 2023~~0~~

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~~AGREEMENT BETWEEN~~
~~CITY OF BLACK DIAMOND~~
~~and~~
~~TEAMSTERS LOCAL UNION NO. 117~~
~~(PUBLIC WORKS AND ADMIN. SUPPORT UNITS)~~

PREAMBLE

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in two separate bargaining units, as determined by PERC Case 26514-E-14-3873, Decision 12133 (PECB, 2014) and PERC Case 128309-E-16, Decision 12645 (PECB, 2016), and defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 – DEFINITIONS

The following terms and phrases used in this Agreement are defined as follows:

“The Employer” or “the City”: The City of Black Diamond, Washington.

“The Union”: Teamster Local Union No. 117 (Public Works and Admin. Support Units).

Bargaining Units: All regular full-time, regular part-time, and initial/promotional probationary employees of the City of Black Diamond Public Works and Admin. Support Units, excluding certain supervisory and confidential employees (the “Public Works” bargaining unit). In addition, all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles, excluding supervisors and confidential employees (the “Admin. Support” bargaining unit).

Employees: Regular full-time, regular part-time, and initial/promotional probationary employees in the bargaining unit covered by this Agreement, excluding certain supervisors and confidential employees.

Seasonal Employees: Seasonal employees are those employees hired to augment employees in the Public Works bargaining unit for a limited term of employment, not to exceed six (6) continuous months on an annual basis. The Employer will hire seasonal employees only as needed in response to a temporarily expanded seasonal workload or in response to an emergency. The City may hire a maximum of two (2) seasonal employees each calendar year. Seasonal employees will not be used to displace bargaining unit positions and, absent a mutual agreement, will not reduce the number of hours worked by bargaining unit members. Seasonal employees are not members of the bargaining unit and are not subject to the provisions of this Agreement.

Temporary Employees: The City may hire temporary employees to augment employees in the Admin. Support bargaining unit under a limited set of circumstances. Temporary employees may be used to fill temporary vacancies caused by the absence of bargaining unit employees, to complete projects with a defined/limited scope, to address temporary spikes in the workload of bargaining unit employees, to meet needs in situations where there are insufficient resources to support adding a regular position, and during emergencies. ~~Temporary employees are not included in the bargaining unit. The City will not normally use a temporary employee beyond six (6) months. In the event the City desires to use a temporary employee beyond the normal six (6) months, it agrees to notify the Union thirty (30) calendar days in advance and bargain the issue before moving beyond six (6) months. Temporary employees shall not be used to displace current employees of the bargaining unit or permanently supplant bargaining unit work.~~ Temporary employees are not members of the bargaining unit, unless and until they exceed six (6) months in any twelve (12) successive month period. Temporary employees are not subject to the provisions of this Agreement. With prior notice to the Union, the Employer may choose to hire a paid consultant instead of a temporary employee for up to six (6) continuous months. Temporary employees and/or paid consultants hired under this section will not be used by the Employer to displace current employees of the bargaining unit. Bargaining unit work will not be permanently assigned to temporary employees or paid consultants.

Initial Probationary Employees: New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

Initial Probationary Period of Employment: The initial six (6) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment on a case-by-case basis.

Promotional Probationary Employees: Existing employees serving a promotional probationary period of employment.

Promotional Probationary Period of Employment: A probationary period of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or transfer to a new classification. For employees promoted within their existing department (“street to street” or “office to office” promotions), the promotional probationary period shall be thirty (30) days. For employees receiving a promotion or transfer to a new department (“street to office” promotions or transfers), the promotional probationary period shall be six (6) months. During the promotional probationary period of employment, if the Employer determines that an employee is not satisfactorily performing in a new classification, the Employer shall return **the** employee to **his/her/their** previously-held position. A promotional probationary employee may also return to their previously-held position by preference, but only if the position is still vacant. The Employer retains the right to extend the length of the promotional probationary period of employment on a case-by-case basis.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the two bargaining units, including all regular full-time, regular part-time, and initial/promotional probationary employees in the Public Works Division (the “Public Works” bargaining unit), and all regular full-time, regular part-time, and initial/promotional probationary employees serving in administrative support roles (the “Admin. Support” bargaining unit), excluding all other employees.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 - Union Membership

All employees in the bargaining unit shall have the voluntary right to become members of the Union. The Employer agrees to remain neutral regarding Union membership. Should employees have specific questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

3.2 - Dues or Fees / Payroll Deduction

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month’s paycheck(s), with copies of the signed authorization form provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Employees requesting to stop dues/fees deductions shall notify both the Employer and the Union of their request, with the Employer stopping deductions following written confirmation from the Union that the employee’s dues/fees deduction authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.3 - Notification

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

3.4 – PAC Contributions to D.R.I.V.E.

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, 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 each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Public Works and Admin. Support Units, this section of the Article shall automatically terminate.

3.5 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including the reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this Article.

3.6 – New Hire Orientation

The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filing out Union paperwork and orienting the employee to Union membership.

ARTICLE 4 – NON-DISCRIMINATION

4.1 – Non-Discrimination Based on Union Membership or Union Activity

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, gender expression, gender identity, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

ARTICLE 5 – UNION ACTIVITY

5.1 – Conduct of Union Business

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

5.2 – Paid Release Time for Bargaining

One (1) non-exempt employee of the Public Works bargaining unit, and one (1) non-exempt employee of the Admin. Support bargaining unit may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

5.3 – Bulletin Boards

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business, provided that no material shall be posted that is obscene or defamatory. ~~Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel.~~ If the Employer determines that a posting is deemed to be obscene or defamatory, derogatory, the Employer shall remove the posting and return it to a Union representative.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 – Purpose

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 – Specific Rights Enumerated

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees in accordance with the discipline and separation provisions of this Agreement;
4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons;
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement, and provided the Union may request to bargain the reasonableness of any amendments to policies, procedures, rules, and regulations impacting the terms and conditions of this Agreement; and
8. Take any reasonable actions necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

6.3 – Notice to the Union of the Exercise of Management Rights

The Employer shall ~~attempt to~~ provide the Union with thirty (30) calendar days' notice of the exercise of any non-routine management right that, in the Employer's opinion, ~~may affect~~s wages, hours, or working conditions. Should thirty (30) calendar days' notice not be operationally feasible, or emergent issues arise, the Employer will provide reasonable notice. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

~~6.4 – Mandatory Collective Bargaining Required~~

~~Except as provided in this Agreement, the Employer may neither alter, amend, nor modify any matters subject to mandatory collective bargaining under RCW 41.56 (i.e. wages, hours, and working conditions) during the term of this Agreement without first bargaining with the Union.~~

~~6.5~~ 4 – Court Personnel Governed by General Rule 29(f)

Pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Black Diamond Municipal Court is delegated the exclusive authority over any and all court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). In accordance with GR 29(f), the classification of Court Clerk covered by this Agreement reports directly to the Presiding Judge. Any Article or subsection of this Agreement pertaining to non-wage related working conditions of the Court Clerk, or any other court personnel later covered by this Agreement, shall be imputed to the Presiding Judge, regardless if the language of this Agreement refers to "Employer," or "City," or "Mayor." The parties also recognize that the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. In the event any Article or subsection of this Agreement violates GR 29(f) or abridges the Presiding Judge's responsibilities under GR 29(f), that Article or subsection shall be invalidated.

ARTICLE 7 – HOURS OF WORK

7.1 – FLSA Work Week

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

7.2 – Work Schedule for Non-Exempt Employees

The work week for non-exempt regular full-time employees shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a "5/8" schedule). However, the Employer may assign employees to a work schedule different from the 5/8

schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with ten (10) working days' notice, except by mutual agreement. Full-time employees may request to work a schedule different from a 5/8 schedule, which shall be subject to Employer agreement. Part-time employees will work a schedule as set by their supervisor, based on the business and operational needs of the City. In the event of a deviation from a part-time employee's regular schedule, the Employer will provide affected part-time employees with ten (10) working days' notice, except by mutual agreement. The notice requirements do not apply to part-time employees hired to work a flexible work schedule or hired into a floater position. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week and will not be required to work split shifts. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 pursuant to RCW 49.12.187.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period. Employees may waive their meal period with prior approval by a supervisor. If an employee is required to work three (3) or more hours longer than a normal work day, the employee shall be allowed to take one thirty (30) minute unpaid meal period prior to or during the overtime period.
- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer's operations and service, provided employees are not required to work more than three (3) hours without a rest break.

ARTICLE 8 – SENIORITY

8.1 – Definition of Seniority

- a. Seniority within the Employer—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.

- d.b.** Seniority within a Classification—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

8.2 – Employee Classifications

- a. Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees –** Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. Initial Probationary Employees –** Initial probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

8.3 – Breaks in Seniority

Seniority shall be broken by resignation, discharge supported by just cause, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 – OVERTIME AND CALL-BACK

9.1 Overtime Eligibility and Requirements

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

9.2 – Overtime Hours

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave. Effective the first pay period after ratification of this Agreement, holidays shall count towards hours worked for the purpose of overtime.

9.3 – Overtime Compensation

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

9.4 – Call-Back

Employees of the Public Works and Admin. Support bargaining units may be called back to work outside of regular working hours. Only designated employees will be subject to mandatory call-

back, in accordance with the stand-by provisions of Article 9.5 below and the Employer's stand-by/on-call policy. An employee who is required to return to the worksite in person for unscheduled work outside of their regular working hours shall receive a minimum of two (2) hours at the regular rate of pay, or the actual amount of time worked greater than two (2) hours, whichever is greater.

9.5 – Stand-By “On-Call” (Applicable to Public Works)

Employees of the Public Works bargaining unit placed on stand-by receive one (1) hour of pay at their regular rate for each eight (8) hour stand-by shift. All other terms are stated in the Employer's stand-by/on-call policy. The Employer agrees to notify the Union of any proposed changes to the stand-by policy impacting wages, hours, or working conditions. Solely for purposes of this section, the parties agree that employees of the Public Works Division, including supervisors, who are not members of the bargaining unit may be assigned to stand-by shifts and any associated on-call/call-back work.

9.6 – Compensatory Time

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked. Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer's operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees' straight time rates.

ARTICLE 10 – HOLIDAYS

10.1 – Recognized Holidays

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	4 th Monday of May
Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	4 th Friday of November
Christmas Day	December 25
Floating Holiday (1)	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

If the City is required by law to provide additional paid holidays, the City will comply with the law.

10.2 – Holidays During Paid Leave

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

10.3 – Holiday Pay for Non-Exempt Employees

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked falling on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional

probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

10.4 – Holidays on Saturday and Sunday

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

10.5 – Floating Holiday

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holidays must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of “convenient” shall be mutually agreed upon by the Employer and the affected employee.
4. Regular part-time employees, including promotional probationary employees who work on a part-time basis, will receive a pro-rated portion of floating holiday hours based on works worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

ARTICLE 11 – VACATION LEAVE

11.1 – Vacation Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

Year of Employment	Vacation Hours Earned Per Year
0-5 years	12 vacation days per year (8 hours per month) (1 day per month)
6-9 years	15 vacation days per year (10 hours per month)

	(1.25 days per month)
10-15 years	18 vacation days per year (12 hours per month) (1.5 days per month)
16-19 years	21 vacation days per year (14 hours per month) (1.75 days per month)
20+ years	24 vacation days per year (16 hours per month) (2 days per month)

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the ~~seventh (7th) month of the~~ initial probationary period. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

11.2 – Vacation Carry-Over

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

11.3 – Vacation Requests

The Employer retains the right to approve and deny vacation requests, provided that vacation requests may not be unreasonably denied. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. Vacation requests shall be submitted in writing to an employee's immediate supervisor. If an immediate supervisor is unavailable, the request shall be submitted to the Public Works Director (for Public Works bargaining unit employees) or the City Clerk/Human Resources Director (for Admin. Support bargaining unit employees). Vacation requests shall normally be approved or denied within five (5) working days of their submission, although employees may request expedited processing if warranted by the circumstances. In the event of a bona fide staffing emergency, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

ARTICLE 12 – SICK LEAVE

12.1 – Sick Leave Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, initial probationary employees may not use accrued paid sick leave until the ~~ninetieth (90)~~sixtieth (60) calendar day after the commencement of employment.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum annual carry-over of one thousand and forty hours (1,040). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

12.2 – Permitted Use of Sick Leave

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employee's medical or dental appointments, or those of the employee's immediate family, ~~provided the employee makes a reasonable effort to schedule the appointments at times minimizing a disruption of the Employer.~~

4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employee's job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program (EAP) offered by the Employer.
8. When the Employer has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
9. Any absence that qualifies for leave under Washington's domestic violence, sexual assault, and stalking statute, RCW 49.76.
10. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household, ~~and shall also include any other relations required by any applicable RCW or King County Code, as revised from time to time.~~ If the City is required by law to provide sick leave to additional family members, the City will comply with the law.

12.3 – Sick Leave Procedure

1. ~~Sick leave may not be taken without prior approval from the Employer. To request sick leave, a~~ An employee using sick leave shall inform the Employer as soon as possible ~~and indicate the reason for the sick leave.~~
2. Sick leave may be used once it is earned. Sick leave is deemed "earned" when reported on end-of-month payroll statements.
3. For absences in excess of three (3) consecutive sick days the Employer may require the employee to obtain a doctor's statement verifying the necessity for use of sick leave. Any employee requested to provide a doctor's statement or other medical verification in connection with the use of sick leave may be excused if the employee can establish an "unreasonable burden or expense," as that phrase is interpreted by Washington law, that cannot be mitigated by the City.

4. The Employer may, at its discretion, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer's expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee's condition may impose on ~~his/her~~ their job duties, and to assist in evaluating the employee's return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee's doctor certifying the employee's fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor's statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action unless otherwise prohibited by Washington law.

12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer's personnel policy manual.

12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out
Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

Sick leave cash-outs shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages listed above. For example, an employee who separates from the City with seven (7) years of completed service is entitled to a 20% cash-out. Assuming the employee has 100 hours of accumulated sick leave, the employee would receive 20% of the total hours (20 hours) cashed-out at 100% of their value. The remaining sick leave hours are surrendered.

ARTICLE 13 – OTHER LEAVE

13.1 – Paid and Unpaid Leave Required by State or Federal Law

The Employer provides employees with family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 USC § 2601 et seq. and RCW ~~49.78~~50A).
- b. Family Care Act Leave (RCW 49.12.265 & WAC 296-130).
- c. Pregnancy Disability ~~Leave~~Accommodation (RCW 49.60).
- d. Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

13.2 – Bereavement Leave

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, registered domestic partner, children, stepchildren, foster children, a child's spouse, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

13.3 – Unpaid Religious Leave

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

13.4 – Jury Duty

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be

paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides ~~his/her~~their jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter ~~involving the Employer~~in their official capacity.

13.5 – Other Leaves of Absence

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leaves of absence are set by the Employer's personnel policies manual.

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.1 – Eligibility for Insurance Benefits

Regular full-time employees, including promotional probationary employees who are employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

14.2 – Health Insurance Benefits

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst 250 and (2) AWC Kaiser \$200 Deductible. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer's personnel policies manual and/or AWC's enrollment materials.

The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

The Union agrees to make a good-faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

14.3 – Dental Insurance Benefits

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

14.4 – Employee Assistance Program

The health insurance plan selected by employees may offer a voluntary Employee Assistance Program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

14.5 – Industrial Insurance

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

14.6 – Life Insurance

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.7 – Long-Term Disability Insurance

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.8 – Washington Paid Family and Medical Leave (RCW 50A.0410)

~~Effective January 1, 2020, e~~Employees have access to family leave and medical leave insurance benefits based upon the requirements of Washington law, RCW 50A.0410. ~~Beginning January 1, 2019, e~~Employees will pay the designated employee share of premiums~~100% of premiums, both the family leave and medical leave premiums,~~ by way of ~~a~~payroll deduction. Should the Employer grow in size beyond 50 employees, it will pay the designated employer share of premiums~~then begin paying 55% of the medical leave premium.~~

14.9 – Vision and Orthodontia Coverage

Beginning the first month after this Agreement has been ratified by both parties, the Employer shall pay one hundred percent (100%) of the premiums necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for dependent coverage under the AWC Washington Vision Service Plan (\$25 deductible). In conjunction with its health insurance plans, AWC offers optional enrollment in ~~vision and~~ orthodontia coverage. The current plan offerings ~~are Vision Service Plan – Full Family (\$25 deductible) and is~~ Orthodontia – Plan V. ~~Both plans~~ This plan requires 100% participation by the bargaining unit. The bargaining unit, as a whole, may elect to enroll in ~~these plans~~ Orthodontia – Plan V at their sole expense.

14.10 – Benefits During Leaves of Absence

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

ARTICLE 15 – WAGES

15.1 – Classifications, Wages, and Salary Schedule

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

15.2 – Step Dates

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before September 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after September 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month. An employee who promotes or demotes shall have their step-increase eligibility date reset to the date of their promotion or demotion.

15.3 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- | | |
|------------------------------------|------|
| • Associate Degree (2 year degree) | 2.0% |
| • Bachelor Degree (4 year degree) | 4.0% |
| • Masters, Professional, or PhD | 6.0% |

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of ~~his/her~~ their degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each

degree to determine whether the degree qualified for a higher education premium. Higher education premium requests are subject to a requirement that the degree be relevant to the employee's position, in the Employer's judgment, as follows: (1) effective January 1, 2021 for employees hired on or after January 1, 2021; and (2) effective January 1, 2023 for employees hired prior to January 1, 2021. The Employer may verify the legitimacy of any degree presented by an employee.

15.4 – Certification Premium (Applicable to Public Works)

In lieu of a higher education premium provided by Section 15.3 of this Article, regular full-time, regular part-time, and initial/promotional probationary employees of the Public Works bargaining unit are eligible for certification premiums added to their regular rate of pay. Employees receiving certification premiums shall receive a premium of thirty-five dollars (\$35) per month per eligible certification, to a maximum of one-hundred and forty (\$140) dollars per month.

Certifications held by an employee are eligible for certification premiums only if they exceed the minimum qualifications of the classification held by the employee and provide a benefit to the Employer. In making these determinations, the Employer will review the employee's job description and consider input provided by the employee, the employee's immediate supervisor, and the Public Works Director. If an employee's request for a certification premium is denied, the employee may appeal to the Mayor for a final determination. Admin. Support bargaining unit employees are not eligible for certification premiums.

Certifications eligible for premium pay may include, but are not necessarily limited to, the following:

- CDL Class A or Class B
- CDL Endorsement for Hazardous Waste
- CDL Endorsement for Tanker
- Water Distribution Specialist (Trainee, I, and II)
- Water Distribution Manager (I, II, III, and IV)
- Waste Water Collection Specialist (I and II)
- Cross Connections Control Specialist
- Water Treatment Plant Operator (I and II)
- Septic System Inspector
- Backflow Prevention Assembly
- Asbestos Pipe
- Traffic Signal Technician
- Roadway Lighting Specialist
- Playgrounds
- Associate Signs & Markings Specialist (I, II, and III)

Any employee seeking certification is personally responsible for initial certification costs. Prior to incurring such costs, an employee should formally receive a determination from the Employer that the certification will qualify for a premium. If an employee is required to attend classes in order to obtain an eligible premium, the employee may request release time (unpaid unless the employee elects to use paid vacation or compensatory time off) or a modified work schedule. The Employer will accommodate requests for release time or a modified work schedule when operationally feasible. Once an employee has received an eligible certification, the Employer shall pay for all subsequent renewal fees. Payment for eligible certifications will become effective at the beginning of the next pay period and will not be paid retroactively. If an employee is promoted or transferred into a new classification, and a certification previously eligible for premium pay becomes a minimum qualification of the new classification, then the premium pay for that certification shall cease.

Multiple certifications held within the same series (*i.e.* CDL Class A and B) only qualify for one premium. Each employee eligible for a certification premium must present a copy of their certification to the Employer, to be included in the employee's personnel file. The Employer may verify the legitimacy of any certification presented by an employee.

15.5 – Pension Contribution

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

15.6 – Deferred Compensation Contribution

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. ~~Each calendar year, the Employer shall determine the amount it will contribute as part of a matching program. As of the signed date of this Agreement, the Employer provides up to a \$25.00 per month matching contribution, although this amount is subject to upward or downward adjustment.~~ Effective January 1, 2021, the Employer shall match an employee's contribution on a dollar for dollar basis, up to twenty five (\$25.00) per month. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

ARTICLE 16 – DISCIPLINE AND SEPARATION

16.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All discipline and discharge actions for regular full-time, regular part-time, and promotional probationary employees shall be for "just cause." The Employer retains the right to discipline and initial

probationary employees as “at will” employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

16.2 – Disciplinary Steps

Disciplinary action ~~may~~ shall include the following progressive steps, unless otherwise provided below:

- a. Verbal warning.
- b. Written reprimand.
- ~~c. Reassignment resulting in adverse economic impact.~~
- ~~d.~~ c. Suspension without pay.
- ~~e.~~ d. Permanent or temporary demotion.
- ~~f.~~ e. Discharge.

~~Progressive discipline is generally preferred, but not required.~~ The Employer may tailor discipline to respond to the nature and severity of the offense and the employee’s prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justify a more severe response.

16.3 – Verbal Warnings and Written Reprimands

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 of the grievance procedure. If the Union has grieved a written reprimand through Step 2 of the grievance procedure and the Employer later relies on the written reprimand for purposes of imposing a higher level of discipline, then the Union shall have the opportunity at grievance arbitration to contest the merits of the written reprimand alongside the higher level of discipline.

16.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. **Notice of ~~Intent to Discipline~~ Pre-Disciplinary Meeting** – If the Employer ~~intends to~~ is considering imposing discipline other than a verbal warning or written reprimand, the

Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations, modified by what the Employer has learned to date through any investigation or otherwise. ~~The Employer may provide written notice either before or after conducting a preliminary investigation.~~

- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will ~~state its concerns or allegations, modified by what it has learned to date through any investigation or otherwise,~~ and provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's decision.

16.5 – Employer Investigations

- ~~d.~~a. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- ~~e.~~b. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at ~~his/her~~their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in ~~his/her~~their discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- ~~f.~~c. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

16.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

16.7 – ~~Right to Inspection of~~ Personnel Files

a. Right to Inspect - An employee, upon written request to the Employer, shall have the right to inspect the entire contents of ~~his/her~~their personnel file. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

b. Disclosure – Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. Upon receipt of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(12) as it currently exists or is hereafter amended.

16.8 – Removal of Disciplinary Records

Employees may request, in writing, the removal of disciplinary records from their personnel files in accordance with the following terms and conditions:

- a. Verbal Warning – Written records of a verbal warning may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the verbal warning.
- b. Written Reprimand – Written reprimands may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.
- c. Suspensions – Suspensions may be removed after thirty-six (36) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.

When a disciplinary record is removed from an employee's personnel file, it shall not be considered for purposes of progressive discipline, but may be introduced as evidence by either the Employer or the Union during grievance arbitration. Records of disciplinary action removed from personnel files in accordance with this Article shall be kept by the City as required by Washington state records retention laws and the Employer's records retention policies.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 – In General

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

17.2 – Definition of Grievance

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement. Verbal warnings are not subject to the grievance procedure. Written reprimands may only be grieved pursuant to the terms of Article 16.3(c).

17.3 – Election of Remedies

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

17.4 – Time Limits

To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance.

For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

17.5 – Required Content of Grievance

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.

3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

17.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the immediate supervisor (if applicable, otherwise, the Human Resources Director) shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Clerk Classification – The Employer will promptly forward a copy of any Step 1 grievance involving the Court Clerk classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 1, above.

2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer's written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer, acting through the Mayor, shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Mayor shall respond in writing to the Union and the aggrieved employees within ten (10) working days.

Court Clerk Classification – The Employer will promptly forward a copy of any Step 2 grievance involving the Court Clerk classification to the Presiding Judge of Black Diamond Municipal Court. If the grievance involves subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step 2, above.

3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process. If the grievance involves the Court

Clerk classification and subject matter delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

- a. **Notice** – Within twenty (20) working days following receipt of the Employer’s written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
- b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
- c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.
- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator’s written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator’s authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.

- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case, including attorney's fees. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenges to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator's award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 17.6(3)(b) to select an arbitrator to rule on the merits of the grievance.

ARTICLE 18 – LAYOFF, FURLOUGH, AND RECALL

18.1 – In General

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough. In the event of a layoff, initial probationary employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a lower classification within the bargaining unit shall have the right to return ("bump") to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

Employees of one bargaining unit (either Public Works or Admin. Support) shall not be permitted to bump into positions in the other bargaining unit.

18.2 – Recall from Layoff

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall. If, during a layoff, an employee is required to maintain a license or certification necessary to remain qualified for his/her/their former position with the Employer, the Employer shall reimburse the employee for the cost of the license or certification at the time the employee is reinstated to his/her/their former position.

Employees of one bargaining unit (Public Works or Admin. Support) shall not have recall rights into the other bargaining unit.

ARTICLE 19 – BARGAINING UNIT WORK

19.1 – Subcontracting

As of the effective date of this Agreement, any work currently subcontracted by the City may continue to be subcontracted. All other work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union to mutual resolution or impasse, as required by Washington law.

19.2 – Work Performed by Supervisors/Managers/Directors

Bargaining unit work performed by supervisors, managers, or directors outside of either bargaining unit on either a temporary basis, or to assist/counsel/train bargaining unit employees, shall not be considered "skimming" or subcontracting.

ARTICLE 20 – PERFORMANCE OF DUTIES/NO RIGHT TO STRIKE

The parties recognize that the Employer provides important public services and has the right to provide such services on an uninterrupted basis. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engage in a lockout during the term of this Agreement. The Union shall take all reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 21 – SCOPE AND DURATION OF AGREEMENT

21.1 Term of Agreement

This Agreement is effective January 1, ~~2018~~2021 and continues through December 31, ~~2020~~2023. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

21.2 Severability

If any provision of this Agreement, or amendments or addendums thereto, are held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments, and addendums shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

APPENDIX A—WAGE TABLE

~~January 1, 2018 — 2.5% general wage increase.~~

~~January 1, 2019 — 2.5% general wage increase.~~

~~January 1, 2020 — REOPENER. In the fall of 2019, or at another time mutually agreed by the parties, the parties agree to reopen this Agreement solely for purposes of bargaining 2020 base wages. During reopener negotiations, no position in the bargaining unit will be subject to a decrease in base wages.~~

~~Effective January 1, 2018, increase Public Utilities Operator base pay by 4.0% combined with 2.5% general wage increase, for a total of 6.5% applied to 2018 wages.~~

~~Effective January 1, 2018, increase Police Clerk base pay by 9.0% combined with 2.5% general wage increase, for a total of 11.5% applied to 2018 wages.~~

~~Effective January 1, 2019, increase Police Clerk base pay by 2.5% combined with 2.5% general wage increase, for a total of 5.0% applied to 2019 wages.~~

~~Effective January 1, 2018, increase Senior Accountant base pay by 1.0% combined with 2.5% general wage increase, for a total of 3.5% applied to 2018 wages.~~

~~Effective January 1, 2018, increase Court Clerk base pay by 4.0% combined with 2.5% general wage increase, for a total of 6.5% applied to 2018 wages.~~

~~Effective January 1, 2018, increase Utility Worker base pay by 2.5% combined with 2.5% general wage increase, for a total of 5.0% applied to 2018 wages.~~

January 1, 2021 — Effective January 1, 2021, employees shall receive a 1.50% increase to base wages.

January 1, 2022 — Effective January 1, 2022, employees shall receive a base wage increase equal to the June 2020-June 2021 CPI-U Seattle-Tacoma-Bellevue, with a guaranteed minimum increase of 1.60% and a maximum increase of 3.00%.

January 1, 2023 Effective January 1, 2023, employees shall receive a base wage increase equal to the June 2021-June 2022 CPI-U Seattle-Tacoma-Bellevue, with a guaranteed minimum increase of 1.70% and a maximum increase of 3.00%.

2018 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Court Clerk	3,422	3,708	3,993	4,278	4,562
Senior Accountant	4,656	4,982	5,307	5,634	5,958
Senior Accountant (hourly)	26.69	28.03	29.43	30.91	32.45
Administrative Assistant II	3,293	3,569	3,843	4,117	4,391
Information Services Manager	7,136	7,548	7,960	8,371	8,783
Police Clerk (hourly)	16.78	18.41	20.03	21.16	23.27
Facilities Equipment Coordinator	4,611	4,934	5,256	5,579	5,901
Permit Technician	4,611	4,934	5,256	5,579	5,901
Construction Inspector	5,709	6,039	6,368	6,697	7,026
Public Utilities Operator	5,019	5,106	5,207	5,306	5,406
Capital Projects Program Manager	5,489	5,763	6,051	6,353	6,671
Public Works Administrative Asst. 3	4,356	4,575	4,803	5,043	5,296
Utility Worker Facility/Eq/Utility Worker	3,489	3,826	4,163	4,501	4,860

2019 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Court Clerk	3,507	3,801	4,093	4,385	4,677
Senior Accountant	4,773	5,107	5,440	5,774	6,107
Senior Accountant (hourly)	27.36	28.73	30.16	31.68	33.26
Administrative Assistant II	3,376	3,658	3,939	4,220	4,501
Information Services Manager	7,314	7,737	8,159	8,580	9,003
Police Clerk (hourly)	17.62	19.33	21.03	22.22	24.43
Facilities Equipment Coordinator	4,727	5,058	5,388	5,719	6,048
Permit Technician	4,727	5,058	5,388	5,719	6,048
Construction Inspector	5,852	6,190	6,528	6,865	7,202
Public Utilities Operator	5,145	5,233	5,337	5,438	5,541
Capital Projects Program Manager	5,626	5,907	6,202	6,512	6,837
Public Works Administrative Asst. 3	4,465	4,689	4,923	5,169	5,429
Utility Worker-Facility/Eq/Utility Worker	3,576	3,922	4,267	4,614	4,982

<u>2020 Salary Schedule</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Judicial Specialist I (hourly)	<u>20.69</u>	<u>22.43</u>	<u>24.15</u>	<u>25.87</u>	<u>27.59</u>
Judicial Specialist II	<u>3,945</u>	<u>4,275</u>	<u>4,603</u>	<u>4,933</u>	<u>5,261</u>
Senior Accountant	<u>5,178</u>	<u>5,437</u>	<u>5,709</u>	<u>5,994</u>	<u>6,293</u>
MDRT Senior Accountant (hourly)	<u>27.98</u>	<u>29.37</u>	<u>30.84</u>	<u>32.39</u>	<u>34.00</u>
Administrative Assistant II	<u>3,868</u>	<u>4,061</u>	<u>4,264</u>	<u>4,477</u>	<u>4,701</u>
Information Services Manager	<u>7,479</u>	<u>7,911</u>	<u>8,343</u>	<u>8,773</u>	<u>9,206</u>
Police Clerk	<u>3,958</u>	<u>4,156</u>	<u>4,364</u>	<u>4,582</u>	<u>4,811</u>
Facilities Equipment Coordinator	<u>4,853</u>	<u>5,172</u>	<u>5,509</u>	<u>5,848</u>	<u>6,184</u>
Accounting Clerk/Utility Billing Specialist	<u>4,275</u>	<u>4,490</u>	<u>4,714</u>	<u>4,949</u>	<u>5,196</u>

<u>Permit Technician</u>	<u>4,833</u>	<u>5,172</u>	<u>5,509</u>	<u>5,848</u>	<u>6,184</u>
<u>Assistant Planner/Permit Tech</u>	<u>4,600</u>	<u>4,922</u>	<u>5,243</u>	<u>5,565</u>	<u>5,887</u>
<u>Construction Inspector</u>	<u>5,984</u>	<u>6,329</u>	<u>6,675</u>	<u>7,019</u>	<u>7,364</u>
<u>Building Inspector</u>	<u>5,069</u>	<u>5,322</u>	<u>5,589</u>	<u>5,868</u>	<u>6,161</u>
<u>Public Utilities Operator</u>	<u>5,167</u>	<u>5,425</u>	<u>5,696</u>	<u>5,981</u>	<u>6,280</u>
<u>Capital Projects Program Manager</u>	<u>6,851</u>	<u>7,194</u>	<u>7,553</u>	<u>7,931</u>	<u>8,327</u>
<u>Public Works Administrative Asst. 3</u>	<u>4,565</u>	<u>4,794</u>	<u>5,034</u>	<u>5,285</u>	<u>5,551</u>
<u>Utility Worker-Facility/Eq/Utility Worker</u>	<u>4,617</u>	<u>4,848</u>	<u>5,090</u>	<u>5,345</u>	<u>5,612</u>

<u>2021 Salary Schedule</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Judicial Specialist I (hourly)</u>	<u>21.00</u>	<u>22.77</u>	<u>24.51</u>	<u>26.26</u>	<u>28.00</u>
<u>Judicial Specialist II</u>	<u>4,004</u>	<u>4,339</u>	<u>4,672</u>	<u>5,007</u>	<u>5,340</u>
<u>Senior Accountant</u>	<u>5,256</u>	<u>5,519</u>	<u>5,795</u>	<u>6,084</u>	<u>6,387</u>
<u>MDRT Senior Accountant (hourly)</u>	<u>28.40</u>	<u>29.81</u>	<u>31.30</u>	<u>32.88</u>	<u>34.51</u>
<u>Administrative Assistant II</u>	<u>3,926</u>	<u>4,122</u>	<u>4,328</u>	<u>4,544</u>	<u>4,772</u>
<u>Information Services Manager</u>	<u>7,591</u>	<u>8,030</u>	<u>8,468</u>	<u>8,905</u>	<u>9,344</u>
<u>Police Clerk</u>	<u>4,017</u>	<u>4,218</u>	<u>4,429</u>	<u>4,651</u>	<u>4,883</u>
<u>Facilities Equipment Coordinator</u>	<u>4,926</u>	<u>5,250</u>	<u>5,592</u>	<u>5,936</u>	<u>6,277</u>
<u>Accounting Clerk/Utility Billing Specialist</u>	<u>4,339</u>	<u>4,557</u>	<u>4,785</u>	<u>5,023</u>	<u>5,274</u>
<u>Permit Technician</u>	<u>4,905</u>	<u>5,250</u>	<u>5,592</u>	<u>5,936</u>	<u>6,277</u>
<u>Assistant Planner/Permit Tech</u>	<u>4,669</u>	<u>4,996</u>	<u>5,322</u>	<u>5,648</u>	<u>5,975</u>
<u>Construction Inspector</u>	<u>6,074</u>	<u>6,424</u>	<u>6,775</u>	<u>7,124</u>	<u>7,474</u>
<u>Building Inspector</u>	<u>5,145</u>	<u>5,402</u>	<u>5,673</u>	<u>5,956</u>	<u>6,253</u>
<u>Public Utilities Operator</u>	<u>5,245</u>	<u>5,506</u>	<u>5,781</u>	<u>6,071</u>	<u>6,374</u>
<u>Capital Projects Program Manager</u>	<u>6,954</u>	<u>7,302</u>	<u>7,666</u>	<u>8,050</u>	<u>8,452</u>
<u>Public Works Administrative Asst. 3</u>	<u>4,633</u>	<u>4,866</u>	<u>5,110</u>	<u>5,364</u>	<u>5,634</u>
<u>Utility Worker-Facility/Eq/Utility Worker</u>	<u>4,686</u>	<u>4,921</u>	<u>5,166</u>	<u>5,425</u>	<u>5,696</u>

Signed this ____ day of ~~December,~~
~~2018.~~ March, 2021

SIGNED FOR THE CITY OF BLACK DIAMOND

Mayor Carol Benson

Signed this ____ day of ~~December,~~
~~2018.~~ March, 2021

SIGNED FOR TEAMSTERS LOCAL NO. 117
(Public Works & Admin. Unit)

John Searcy, Secretary-Treasurer
Teamsters Local 117

Signed this ____ day of ~~November,~~
~~2018.~~ March, 2021

SIGNED FOR THE CITY OF BLACK DIAMOND
MUNICIPAL COURT UNDER GR 29(f) FOR
NON-WAGE RELATED ARTICLES APPLICABLE
TO COURT PERSONNEL COVERED BY THIS
AGREEMENT

The Honorable Krista White Swain

~~Jason Pittam~~ Scott Hanis
Public Works employee representative

~~Tracey Redd~~ Christine Higgins
Admin. Support employee representative

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT:	Agenda Date: April 1, 2021 AB21-018	
Resolution authorizing Mayor to execute a Professional Services Agreement with Icicle Creek Engineering for conducting a mine hazard assessment and ground proofing program on city owned land	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
Cost Impact (see also Fiscal Note): \$25,000	Public Works – Seth Boettcher	
Fund Source: REET 1	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Agreement		
SUMMARY STATEMENT: In 2011, Icicle Creek did a preliminary coal mine hazard on city owned property, 25510 Lawson St, where the police department, municipal court, and city council chambers are currently located. The City wants to continue to process of determining where the future police department and court will be located. The mine hazard study is necessary to determine if the site is suitable for re-development, and if so, what facilities could be permitted on the site. FISCAL NOTE (Finance Department): The current 2021 budget in ‘campus improvements’ funded by REET I can cover the cost of the project.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 21-1414 authorizing the Mayor to execute a Professional Services Agreement with Icicle Creek Engineers, Inc. for conducting a Mine Hazard Assessment and Ground Proofing Program related to the Black Diamond Police Station and Municipal Court.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2021		

RESOLUTION NO. 21-1414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ICICLE CREEK ENGINEERS, INC., FOR CONDUCTING A MINE HAZARD ASSESSMENT AND GROUND PROOFING PROGRAM RELATED TO THE BLACK DIAMOND POLICE STATION AND MUNICIPAL COURT

WHEREAS, the City desires to evaluate potential coal mine hazards in connection with the proposed redevelopment of the Police Department and Municipal Court building located at 25510 Lawson Street; and

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for geological engineering services; and

WHEREAS, Icicle Creek Engineers, Inc. ("Icicle Creek") previously completed a preliminary coal mine hazard assessment for the police station property in 2011; and

WHEREAS, Icicle Creek is willing to provide an updated mine hazard assessment and ground proofing program to evaluate the location and status of the underground mine workings on the police station property to determine whether it is suitable for the proposed redevelopment; and

WHEREAS, the proposed contract attached hereto as Attachment A reflects the terms under which Icicle Creek is willing to provide the aforementioned services, and the City desires to retain Icicle Creek on such terms;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Icicle Creek Engineers, Inc., for a mine hazard assessment and ground proofing program for the Black Diamond Police Department and Municipal Court building, substantially in the form attached hereto as Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1st DAY OF APRIL, 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR GEOLOGICAL ENGINEERING SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between:

CITY OF BLACK DIAMOND, a Washington municipal corporation (the “City”)
Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010

Contact: Seth Boettcher
Phone: 360-851-4446 Email: sboettcher@blackdiamondwa.gov

and

ICICLE CREEK ENGINEERS, Inc. a Washington corporation (“Consultant”)
Address: 29335 NE 20th Street
Carnation, WA 98014-9632

Contact: Kathy Killman, L.E.G., President
Phone: 425-333-0093 Email: kkillman@iciclecreekengineers.com

Tax Id No.: 91-1716396

for non-exclusive professional geological engineering services in connection with the following project: Coal Mine Hazard Assessment and Ground Proofing Program (“Project”).

RECITALS

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for geological engineering services, and based on that process the City desires to work with the Consultant on the Project, under the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (Scope of Work) under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional geological engineering services as generally described in the March 18, 2021 letter from Kathy Killman to Chief Jamey Kiblinger attached to this Agreement as Exhibit "A" (hereafter referred to as “Scope

of Work”). The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation than as provided in the Scope of Work without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A promptly upon execution of this Agreement. Consultant shall complete the work outlined in Exhibit A diligently and expeditiously in accordance with good engineering practices.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the Scope of Work described in Exhibit A shall be on a time and materials basis according to the 2021 Schedule of Charges attached hereto as Exhibit “B” and shall not exceed Twenty-four thousand, five hundred U.S. dollars (\$25,000) without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement takes effect when both parties have signed this Agreement as shown below and shall remain in effect until completion of the Project and fulfillment of all other party obligations set forth in this Agreement, unless the City provides written notice of earlier termination pursuant to this Section 6.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant

provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

Original documents, drawings, designs, reports, and other work products developed under this Agreement shall belong to and become the joint property of the City and the Consultant. The City and Consultant each shall have the nonexclusive right to do or authorize any of the acts enumerated in 17 U.S.C. § 106, including without limitation reproduction, distribution, performance, or display of the work. The parties agree that there shall be no liability or accounting for profits or revenues made on account of the exercise of any of the aforementioned rights. Each party will retain exclusive interest in and ownership of its intellectual property that was developed before this Agreement takes effect or that was developed outside the scope of this Agreement. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

9. Indemnification/Hold Harmless

9.1 Consultant shall indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, and suits, including legal costs and attorney fees, to the extent arising out of or in connection with the negligent acts or omissions or intentionally wrongful acts of Consultant or its subconsultants in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, if any such claims, injuries, damages, losses, or suits result from the concurrent negligence of Consultant and the City, then Consultant's obligation to indemnify the City under this paragraph shall be effective only to the extent of Consultant's own negligence.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION AND SOLELY AS TO THE CITY. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City upon request. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy. Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

12.2 The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when transmitted by email, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City of Black Diamond
ATTN: Seth Boettcher, Public Works Director
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010
Email: sboettcher@blackdiamondwa.gov

With a copy to: City Clerk

Consultant: Iccle Creek Engineers, Inc.
ATTN: Kathy Killman, President
29335 NE 20th Street
Carnation, WA 98014-9632
Email: kkillman@iciclecreekengineers.com

14. Disputes

14.1 If any dispute, misunderstanding, or conflict arises as to the terms and conditions contained in this Agreement or the parties' performance hereunder, the matter shall first be referred to the Mayor of the City of Black Diamond, who shall determine the Agreement's true intent or meaning. The Mayor of the City of Black Diamond shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

14.2 If any dispute between the City and Consultant cannot be resolved by the Mayor's determination under Section 14.1 within a reasonable time, or if the Consultant does not agree with the Mayor's determination of the disputed matter, then either party may pursue formal mediation or judicial relief. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Venue and personal jurisdiction for any judicial action brought to interpret, construe, or enforce this Agreement shall lie exclusively in King County Superior Court, Kent, Washington.

15. Section Intentionally Omitted

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this

Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Modification

17.1 This Agreement, together with any attachments hereto, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND

ICICLE CREEK ENGINEERS, INC.

By: _____

Carol Benson

Its: Mayor

Date: _____

By: _____

Kathy Killman, LEG

Its: President

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan

City Attorney

EXHIBIT A

Scope of Work

(Attach first four pages of March 18, 2021 letter from Kathy Killman)

(Do not include the Icicle Creek “General Conditions”)



March 18, 2021

Jamey Kiblinger, Chief of Police
City of Black Diamond
25510 Lawson Street
Black Diamond, Washington 98010

Revised Scope of Services and Fee Estimate
Geological Engineering Services
Proposed Property Redevelopment
Coal Mine Hazard Assessment and Ground
Proofing Program
25510 Lawson Street
King County Parcel No. 084400-0975
Black Diamond, Washington
ICE File No. 0333-011

INTRODUCTION

Icicle Creek Engineers (ICE) is pleased to submit this revised scope of services and fee estimate for a coal mine hazard assessment and ground proofing program for the proposed redevelopment of the current Police Department building located at 25510 Lawson Street (King County Parcel No. 084400-0975) in Black Diamond, Washington. Our revised scope of services and fee estimate is being submitted at the request of Jamey Kiblinger, Chief of Police for the City of Black Diamond.

BACKGROUND INFORMATION

We understand that the City of Black Diamond is considering redevelopment of this property by building a new police/court facility. Specific details of the property redevelopment are not known at this time. ICE previously completed a preliminary coal mine hazard assessment of the property which is summarized in our report dated March 11, 2011. Based on available information (primarily historic abandoned underground mine maps), we concluded that, because the mine was less than 150-feet deep, a Severe Coal Mine Hazard area existed in the south part of this property. Based on Black Diamond Municipal Code (BDMC) 19.10. 430, *"Vulnerable facilities, including, but not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations... are prohibited in severe coal mine hazard areas."*

However, drilling, also known as "ground proofing," can be complete to evaluate the location and collapse status of the underground mine workings (City of BDMC 19.10.435 D.) If the abandoned underground coal mine is shown to be substantially collapsed, the category of mine hazard may be revised to "Low" which would allow for the intended property redevelopment.

SCOPE OF SERVICES

The purpose of our services is to complete a ground proofing program targeting the area of Severe Coal Mine Hazards in the south part of the property. Specifically, our services will include the following:

- Review our 2011 report, along with available historic coal mine records from the Washington State Department of Natural Resources and our in-house technical library to evaluate the location of the mined-out areas, together with the depth of mining, thickness of zone mined and mining methods.

- Complete a site visit to observe current site conditions and to stake test borings for the purpose of the utility locate.
- Drill up to four test borings at the locations shown on the attached Exploration Plan (Attachment A) where the abandoned underground coal mine/seam is expected to be less than 100-feet deep using track-mounted drilling equipment to a depth of about up to about 100 feet. We expect to subcontract with McCallum Rock Drilling of Chehalis, Washington to provide the drilling equipment and crew.
- Based on the results of the previous mine mapping and subsurface exploration, classify, or reclassify coal mine hazards as Mine Areas of Severe, Moderate or Low Hazard, consistent with BDMC 19.10.430 and 19.10.435.

We will hire the drilling contractors to provide and operate the drilling equipment. We expect that some rutting of the lawn area or scratching of asphalt pavement may occur. We will attempt to minimize the rutting and scratching of the asphalt pavement to the extent that this is practical by placing plywood sheeting or rubber mats to protect the ground surface from the steel tracks. No specific site restoration is planned other than properly backfilling the test borings in general accordance with Washington State Department of Ecology requirements. Drill cuttings will be mounded on site. Based on our discussions with Chief Kiblinger, the City of Black Diamond will assist in site cleanup following the drilling by removing drill cuttings, asphalt patch in the parking lot (about a 6-inch-diameter hole) and placing grass sod or gravel surfacing.

The drilling activities will be observed by one of our engineers or geologists. Our representative will classify the materials encountered and obtain grab samples of the drill cuttings to develop a detailed log of each boring. The drilling will be completed in about two days provided normal operating conditions are encountered.

We will contact the Washington Utilities Coordinating Council, One Call service to locate underground utilities. We will also rely on assistance from the City of Black Diamond to identify any private underground utilities that may exist at the site.

FIELD PROGRESS REPORTING

We intend to be in contact with Chief Kiblinger on a daily basis during the ground proofing program. We will provide an update on the ground proofing progress along with recommendations for modifying the exploration plan or stoppage of drilling, depending on the findings of the borings completed.

REPORT PRODUCT

The product of our services will be a written report in which we will describe the results of our coal mine hazard assessment and ground proofing program. The report will include a vicinity map and a site plan showing the location of abandoned underground mine workings and coal mine hazard areas, generalized subsurface profiles (cross-sections) showing our interpretation of subsurface conditions including the location of underground mines, boring logs, and other supporting information as appropriate. The report will also provide conclusions and recommendations for reclassification of coal mine hazards, if appropriate. We will provide a draft report for your review and comment before issuing a final report.

FEE ESTIMATE

We propose to accomplish these services on a time-and-expense basis in accordance with the rates indicated on the attached Schedule of Charges and the terms of a mutually-negotiated contract provided by the City of Black Diamond. For the scope of services outlined above, we estimate that our total fee will be about \$25,000. In the event that drilling requires more than two days to complete, we will contact you to discuss drilling progress and the project budget. This fee estimate is applicable for services authorized within 30 days of the date of this document. Estimated fees are summarized below.

Information Review, Reconnaissance and Utility Locate	\$2,400
Subcontracted Drilling Services (McCallum Rock Drilling)	\$10,400
ICE Field Services	\$5,400
Project Management, Analysis and Report	\$6,800
Total Fee Estimate	\$25,000

We appreciate the opportunity to submit this revised scope of services and fee estimate. If you have any questions concerning this revised scope of services and fee estimate, please call.

Yours very truly,
Icicle Creek Engineers, Inc.



Kathy S. Killman, LEG
Principal Engineering Geologist

Document ID: 0333011.RevisedScopeFee

Attachments: Exploration Plan (Attachment A), Schedule of Charges

Submitted via email



Aerial photograph dated 2019 obtained from King County iMap

0 25 50
Approximate Scale in Feet

King County, EagleView Technologies, Inc.

EXPLANATION

● Test Boring Location (PROPOSED)

EXPLORATION PLAN

**25510 LAWSON STREET
BLACK DIAMOND, WASHINGTON**

**ICICLECREEK
ENGINEERS**
29335 NE 20th Street
Carnation, Washington 98014
(425) 333-0093

SCALE: As Shown
DESIGNED: ---
DRAWN: BRB
CHECKED: KSK
DATE: 02/08/21

ICE FILE NO.
0333-011
ATTACHMENT
A

EXHIBIT B

(Attach Icicle Creek 2021 Schedule of Charges)



2021 SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule of charges.

Personnel Category

Principal	\$220/hour
Associate	\$203/hour
Senior Project	\$183/hour
Project	\$151/hour
Senior Staff	\$129/hour
Staff	\$118/hour
Senior Technician	\$102/hour
Technician	\$95/hour
Support	\$89/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court, hearing or other legal proceedings will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

Equipment

Miscellaneous geotechnical field equipment, including water measurement and sampling equipment, survey equipment, camera and hand auger, per equipment item, per day	\$10
Nuclear moisture-density gauge, per half-day/full-day	\$20/\$40
Lab testing equipment, per hour	\$10
Vehicle usage, per mile	\$0.65

Specialized equipment or disposable field supplies will be quoted on a per-job basis

Geotechnical Laboratory Tests

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, permit fees, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling and excavating subcontractors, construction equipment, watercraft, aircraft, and special insurance which may be required.