

Kelso City Council Agenda

Regular Meeting, 6:00 pm
May 7, 2013
City Hall, Council Chambers
203 S. Pacific
Kelso, WA 98626



Special accommodations for the handicapped and hearing impaired are available by special arrangement through the City Clerk's Office at 360-423-0900

Invocation:

Pastor Wayne Schneider, Kelso First United Methodist Church

Call to Order:

Roll Call to Council Members:

1. Approve Minutes:

- 1.1. April 16, 2013 – Regular Meeting
- 1.2. April 16, 2013 – Special Meeting

2. Proclamations:

- 2.1. 'Salvation Army Week'
- 2.2. 'National Public Works Week'
- 2.3. 'EWU at LCC Day'
- 2.4. 'Older Americans Month'
- 2.5. 'National Police Week'

3. Presentation:

- 3.1. Police Department

4. Consent Items:

5. Citizen Business:

6. Council Business:

- 6.1. Purchase – Visitor Center
- 6.2. AFSCME Public Works Collective Bargaining Agreement

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7. Action/Motion Items:

7.1. Resolution

7.1.1. Emergency Work, Catlin Street Sink Hole

7.2. Resolution

7.2.1. Adoption of the S. Kelso Railroad Study

Other Items:

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

Captain Dave Davis, Salvation Army, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Lefebvre, Archer, Myers, McDaniel, Roberson, and Schimmel.

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Roberson, 'Approve the Minutes of the 4/02/13 Regular Meeting,' motion carried, all voting yes.

PROCLAMATIONS:

Mayor Futcher read a proclamation declaring the month of May, as "**Mental Health Awareness Month**" in the City of Kelso. Lower Columbia Mental Health Director Eric Yakovich accepted the proclamation.

Mayor Futcher read a proclamation declaring April 21st – 27th, 2013, as "**Crime Victim's Rights Week**" in the City of Kelso. Emergency Support Shelter Assistant Director Sarah Hancock and Crime Victim Advocate Estrellita Barron accepted the proclamation.

Mayor Futcher read a proclamation declaring May 13th – 17th, 2013, as "**National Bike to Work Week**" in the City of Kelso. Bicycling Enthusiasts Steve Harvey and David Freece, and Cowlitz County HR Administrative Coordinator Stephanie Dunn accepted the proclamation.

Mayor Futcher read a proclamation declaring May 12th – 18th, 2013, as "**National Transportation Week**" in the City of Kelso. Public Works Director David Sypher accepted the proclamation.

PRESENTATION:

2012 Community Development Annual Report: Community Development Manager Nancy Malone gave a power point presentation that highlighted the department's activities and statistics for 2012.

PUBLIC HEARINGS:

HOME 2013 Allocations/CHDO Request for Funding: Mayor Futcher opened the public hearing at 6:25 p.m. City of Longview CDBG/ HOME Program Coordinator Julie Hourclé gave a power point presentation of the 2013 HOME funding allocation request and the Consortium Community Housing Development Organization funding request. The CHDO allocation, which will assist with operating costs, is 5% of the determined 2013 HOME allocation. The two Kelso HOME Project Design Proposals are as follows:

- **Cowlitz Cottages** – A self-help homeownership project for persons with low incomes, \$48,473.
- **Foundation for the Challenged** – The purchase and rehabilitation of a residential property for rental occupancy for persons with disabilities, \$45,000.

Comments from the audience in support of the funding allocations were made from:

- Marti Johnson, Life Works Executive Director
- Jan Navarre, Foundation for the Challenged Development Consultant
- Michael Torres, Lower Columbia Action Program Director

There being no further comments from the audience, Mayor Fatcher closed the public hearing at 6:47 p.m.

Upon motion by Councilmember Schimmel, seconded by Councilmember Lefebvre, ‘Approve the 5% Administrative Allocation, the \$45,000 for the Foundation for the Challenged, and the remaining amount up to \$48,473 for the Cowlitz Cottages,’ motion carried, all voting yes.

Kelso Six Year Transportation Improvement Plan Amendment: Mayor Fatcher opened the public hearing at 6:52 p.m. Community Development Director/City Engineer Mike Kardas briefed the Council on the request for additional funding in the amount of \$1,140,000 from the Quick Response Safety Grant for the West Main Realignment Project. There being no further comments from the audience, Mayor Fatcher closed the public hearing at 6:54 p.m.

CONSENT AGENDA:

1. **Contract – Gibbs & Olson, Inc., Professional Services**
2. **Amendment – Airport Board Contract, Administration Services**
3. **Auditing of Accounts: \$1,728,430.99**

Mayor Fatcher asked if any items should be removed for separate consideration. **Councilmember Archer requested Item No. 2 from the Consent Agenda to be discussed separately.**

Upon motion by Councilmember Myers, seconded by Councilmember Roberson, Approve the Consent Agenda and the Auditing of Accounts in the amount of \$1,728,430.99, with the removal of Item No. 2,’ motion carried, all voting yes.

CITIZEN BUSINESS:

Kerry Hargand spoke from the audience regarding the biggest health issue in the county being mold related.

MOTION ITEMS:

Resolution No. 13-1086 TIP Amendment: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, 'Pass Resolution No. 13-1086, 'A RESOLUTION OF THE CITY OF KELSO, COWLITZ COUNTY, WASHINGTON, ADOPTING AN AMENDMENT TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CONSTRUCTION OF STREET IMPROVEMENTS.' Motion carried, all voting yes.

Continuation of the Consent Agenda (Item No. 2 previously removed): Upon motion by Councilmember McDaniel, seconded by Councilmember Myers, 'Approve the Amendment to the Airport Board Contract for Administrative Services.' Councilmember Archer questioned the language regarding the reimbursement to the City. Discussion followed. Councilmember Futcher, Lefebvre, Schimmel, McDaniel, Myers and Roberson voted yes. Councilmember Archer voted no. Motion passed, 6 to 1.

MANAGER'S REPORT:

Steve Taylor: 1) Gave a brief update on the latest activities and the future plans of the Kelso Comprehensive Plan. 2) The Regional Government Summit is being held at the Expo Center on April 18, 2013. 3) Gave a brief report on the Portland State University M.U.R.P student's program, 'Kids of Kelso Community Photo Project.' 4) Presented a 15-Minute SWOT Analysis form for the Council and the staff to complete and submit prior to the May 3rd Council Strategic Planning Retreat.

COUNCIL REPORTS:

Rick Roberson: Made a suggestion at the last Community Transit Board Meeting to bring a presentation to Council regarding the new route changes and how it impacts Kelso.

Kim Lefebvre: No.

Dan Myers: No.

Todd McDaniel: No.

Gary Archer: No.

Gary Schimmel: No.

David Futcher: No.

EXECUTIVE SESSION:

The Council convened into Executive Session at 7:10 p.m. to discuss labor negotiations and a potential property acquisition. The Executive Session is expected to last approximately 13 minutes. The City Attorney was present and no action will be taken.

At 7:13 p.m. the City Attorney announced that the Council would remain in Executive Session approximately 15 minutes longer.

The Council reconvened into Regular Session at 7:28 p.m.

There being no further business, Mayor Fitcher adjourned the meeting at 7:28 p.m.

MAYOR

DEPUTY CLERK

KELSO CITY COUNCIL
5:00 P.M.

April 16, 2013
SPECIAL MEETING

The Special Meeting of the Kelso City Council was called to order by Mayor David Fatcher. Councilmembers in attendance were: Fatcher, Lefebvre, Myers, McDaniel, Roberson, and Schimmel. Councilmember Archer arrived at 5:45 p.m.

WORKSHOP:

iPad Training: Compass Lane IT Administrator, Jayson Rogen provided a training session on how to operate the iPads for City use.

There being no further business, Mayor Fatcher adjourned the meeting at 5:48 p.m.

MAYOR

DEPUTY CLERK

PROCLAMATION

National Salvation Army Week

May 13-19, 2013

Whereas, since 1922, the Salvation Army's only business throughout the communities of Cowlitz County as everywhere, is 'human' business, undertaken with joy for the family of humankind to the great glory of God; and

Whereas, since the first pronouncement by President Dwight D. Eisenhower in 1954, the Salvation Army has celebrated National Salvation Army Week with various activities and events around the country; and

Whereas, the Salvation Army acts on behalf of all the residents of our county, with neither salvation nor any other condition prerequisite, nor expecting any thanks, yet nonetheless welcoming community support; and

Whereas, nearly 30 million Americans receive assistance from The Salvation Army each year through a broad array of social services that range from providing food for the hungry, relief for disaster victims, assistance for the disabled, outreach to the elderly and ill, clothing and shelter to the homeless and opportunities for underprivileged children.

Now, Therefore, I, David Futcher, Mayor of the City of Kelso, do hereby declare May 13-19, 2013 as "National Salvation Army Week" in the City of Kelso.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 7th day of May, 2013

David Futcher, Mayor

PROCLAMATION

*National Public Works Week
May 19 - 25, 2013*

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme "Because of Public Works..." is about the quality of life brought to communities around the world. We are able to have clean water, safe streets and neighborhoods, efficient traffic and safe clean communities "Because of Public Works..."

NOW, THEREFORE, I, David Fitcher, Mayor of the City of Kelso, do hereby proclaim the week of May 19-25, 2013, as National Public Works Week in the City of Kelso, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

*In witness whereof, I have hereunto
set my hand and caused the seal of
the City of Kelso to be affixed this
7th day of May, 2013*

David Fitcher, Mayor

PROCLAMATION

EWU At LCC Day
May 10, 2013

WHEREAS, Cowlitz and Wahkiakum counties have high numbers of adults who hold an associate degree but the bachelor's degree attainment rate for the area is only half the state average, and

WHEREAS, more residents in the Lower Columbia region need bachelor's degrees to meet the workforce demands of area business and industries, and

WHEREAS, the closest baccalaureate degree institution is an 80-mile round trip commute from Longview, and

WHEREAS, Lower Columbia College and Eastern Washington University have signed a Memorandum Of Agreement to partner in providing options to earn a bachelor's degree through the LCC University Center beginning Fall 2013, and

WHEREAS that partnership is being celebrated this spring with a concert series at the Rose Center for the Arts featuring music faculty and students from Eastern Washington University,

NOW THEREFORE, I, David Fatcher, Mayor of the City of Kelso, do hereby proclaim Friday, May 10, 2013 as

"EWU At LCC Day"

with area residents invited to the campus to meet with Eastern staff and to enjoy the music of the EWU Jazz Band and the Wind Ensemble in the Wollenberg Auditorium beginning at 7:30 p.m.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 7th day of May, 2013

David Fatcher, Mayor

PROCLAMATION

Older Americans Month 2013

WHEREAS, Longview Goodwill Senior Community Service employment Program Includes numerous Older Adults in our Senior Community Service Program, citizens ages 55 and older. and

WHEREAS, the Longview Goodwill Community Service Employment Program is committed to valuing all individuals and recognizing their ongoing life achievements; and

WHEREAS, the older adults in Longview Goodwill's Senior Community Service Employment Program play an important role by continuing to contribute experience, knowledge, wisdom, and accomplishments; and

WHEREAS, our older adults are active community members in volunteering, mentorship, arts, and culture, and civic engagement;

WHEREAS, recognizing the success of community elders, encourages their ongoing participation and further accomplishments; and

WHEREAS, our community can provide opportunities to allow older citizens to continue to flourish by:

1. Emphasizing the importance of elders and their leadership by publicly recognizing their continued achievements
2. Presenting opportunities for older Americans to share their wisdom, experience, and skills
3. Recognizing older adults as a valuable asset in strengthening American communities.

NOW THEREFORE, I, David Fatcher, Mayor of the City of Kelso do hereby proclaim May 2013 to be

'Older Americans Month'

I urge every citizen to take time this month to recognize older adults and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 7th day of May, 2013

David Fatcher, Mayor

PROCLAMATION

Proclamation for National Police Week May 12 - 18 2013

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Kelso Police Department;

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one officer of the Kelso Police Department;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 119 officers killed in 2012 and 201 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 25th Annual Candlelight Vigil, on the evening of May 13, 2013;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 12-18;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, I, David Futcher, Mayor of the City of Kelso, do hereby proclaim the week of May 12-18, 2013, as "*Police Week*" in the City of Kelso, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

*In witness whereof, I have hereunto
set my hand and caused the seal of
the City of Kelso to be affixed this
7th day of May, 2013*

David Futcher, Mayor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Visitors Center Purchase

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ May 7, 2013

Originator: _____

PRESENTED BY:

Steve Taylor

City Attorney:

City Manager: Steve Taylor

Agenda Item Attachments:

- Williams Scotsman Modular Structure Proposal, Specifications, Floor Plan, and Perspective Drawing
- City of Kelso Intergovernmental Cooperative Purchasing Agreement with King County Directors' Association

SUMMARY STATEMENT:

The City Council previously authorized staff to move forward with the demolition of the existing Visitors Center complex at Allen Street and Minor Road and the purchase and installation of a new modular structure to replace the older facility. Staff is recommending the purchase of a 42' x 48' three-section building from Williams Scotsman (a leading vendor of modular and mobile buildings) through an intergovernmental cooperative purchasing agreement the City has through the King County Directors' Association. The building and additional sitework have gone through the public bidding process required by the State, and the agreement with KCDA allows the City to take advantage of the pricing without the administration of the bidding process.

Staff is seeking Council's approval to purchase the building through KCDA under contract number 011-D for \$199,902.00 plus applicable sales tax in accordance with the Williams Scotsman Modular Building Proposal for the Kelso Visitor Center revised April 25, 2013.

Funding for the Visitors Center project is provided by City Lodging Tax Funds, a Cowlitz County Rural Economic Development Grant, and the Kelso-Longview Chamber of Commerce. The estimated project budget is \$300,000.

RECOMMENDED ACTION:

Authorize the City Manager or designee to execute the purchase of a modular structure through the KCDA Intergovernmental Purchasing Agreement in the amount of \$199,902.00 plus applicable sales tax.



Williams Scotsman, Inc.
Pacific Modular Buildings
16000 Christensen Road, Suite 250
Tukwila, WA 98188
(888) 782-7791, Ext. 49214
Fax (206) 246-4207

CITY OF KELSO, WASHINGTON

MODULAR BUILDING PROPOSAL

KELSO VISITOR CENTER

Revised April 25, 2013

Within the terms of the AEPA (Association of Educational Purchasing Agencies) in conjunction with KCDA (King County Director's Association) cooperative purchasing agreement, Contract #0011-D, Williams Scotsman, through its own forces and subcontracted firms, will provide to the City of Kelso, Washington, the building construction, delivery, and installation of one (1) new 42' x 48' modular building, at the City's prepared site in Kelso, Washington. Construction to be in accordance with attached Proposed Construction Specifications and Scope of Work described therein, as revised April 25, 2013, and in accordance with preliminary Proposal Floor Plan, Revision #5 dated April 25, 2013. All work performed on site shall be provided at Prevailing Wage Rates, as determined by and reported to the State of Washington Department of Labor and Industries.

Cost for performance the above Construction Scope of Work:

Total Purchase Price (before sales tax): **\$ 199,902.00**
(Note: Purchase Price includes KCDA administrative fee)

- Proposal pricing is based upon plans, specifications, and site conditions known to exist at this time, and shall remain in effect for a period of not less than 30 days.
- Per terms of AEPA contract renewal with KCDA, estimated pricing does include KCDA administration fees. Washington State Sales Tax, however, is excluded. Performance and Payment bond is included in pricing.
- Proposal is contingent upon the execution of a mutually-acceptable Agreement for the performance of Construction Services, with payment terms and other terms and conditions defined therein.
- Does not include items identified in Proposed Construction Specifications as "Work by Owner".
- All work performed on site to be at Prevailing Wage Rates.
- Schedule for delivery and installation will be determined based upon order date and schedule for Sitework and permit, which may be outside the control of Williams Scotsman.



WILLIAMS SCOTSMAN
PROPOSED CONSTRUCTION SPECIFICATIONS

CITY OF KELSO, WASHINGTON
42' X 48' MODULAR VISITOR CENTER

Date:	Revised April 25, 2013	Size:	42' x 48'
Description:	Modular	Location:	Kelso, WA
Tags:	Oregon "Gold"	Occupancy:	B
Design Load:	Floor: 50# PSF	Wind: 110 MPH, Exp B	Roof: 30# PSF

FOUNDATION: Pressure-treated pony wall above-grade foundation system with CMU blocks, and tie-downs, as engineered by Williams Scotsman. Includes skirting to match building.

FLOOR:

Joists:	2x8 @ 16" o.c. with joist hangers on all rims.
Rims:	Single 7-1/8" LVL at mod lines
Bottom Board:	Class "A", woven poly fabric
Insulation:	R30 unfaced fiberglass batt (2 layers of R15)
Decking (1 st):	3/4" APA-rated T&G PointSix Durastrand, glued and nailed.
Decking (2 nd):	1/4" Ultraply XL in Restroom

WALLS:

Framing (Ext):	2x6 @ 16" o.c.; Ht: 120"
Framing (Int):	2x4 @ 24" o.c., except plumbing walls (2x6 or 2x8). Double walls at mod line. Note: Restroom walls to be framed full-height to bottom of rafters, for sound and privacy control.
Plenum Wall:	Standard for sound reduction, lined with 5/8" sheetrock.
Columns:	Wood end columns with steel posts at 20'-0" (offset for reception counter).
Insulation (exterior):	R21 unfaced fiberglass batts.
Insulation (interior):	R-11 unfaced fiberglass batt insulation at Restroom interior walls to bottom of rafters for sound.
Sheathing:	7/16" OSB
Siding:	5/16" fiber cement panel "stucco-style"; 4'x9' & 4'x10' panels; Cultured stone accents 2' wide x approx 5' height above finish floor, "Aspen Country LedgeStone", as distributed by Mutual Materials at SE and SW building corners. Note: lower 12" portion of building and corners to be wrapped with moist stop. Entire building to have Tyvek building wrap.
Trims:	1x4 or 1x6 finger-jointed cedar at corners, mod lines, fascia, doors, and windows. Corner trim to have 2" x 2" galvanized flashing installed over siding and under corners.
Skirting:	5/16 fiber cement panels, to match siding, with (12) 16" x 8" aluminum vents, site-installed.

ROOF:

Framing:	2x10 rafters @ 24" o.c.; Transverse, with 2x4 furring above rafters for venting.
Roof Pitch:	¼" in 12
Bottom Cover:	Class "A" woven polyethylene fabric
Roof Rims:	Single LVL 1-1/2" x 24"
Modline Beams:	Single LVL 1-1/2" x 24"
Insulation:	R-38 blown-in cellulose.
Sheathing:	7/16" OSB
Cover:	Single ply 40 mil membrane, White DuroLast Class "C" over (1) layer FR-10 slip sheet.
Overhang:	None
Architectural:	Pony walls framed above walls for "mansard" to create flat roof line
Venting:	12 ea JV14 roof vents
Drainage:	6 ea roof drains with internal downspouts to exit just above finish floor line; Connected to rain drain leaders, installed by others.

DOORS:

Exterior:	1 ea 3'-0" x 6'-8" hollow metal 18 ga. galvanized steel door with 16 ga. welded steel jamb, 24" x 60" insulated full lite, (2) 16" x 78" built-in side lites, stainless steel ball-bearing hinges with non-removable hinges, painted finish, and ND53PD keyed lever hardware with LCN 4040XP closer.
	1 ea 3'-0" x 6'-8" hollow metal 18 ga. galvanized steel door with 16 ga. welded steel jamb, (no lite), stainless steel ball-bearing hinges with non-removable hinges, painted finish, and ND53PD keyed lever hardware with LCN 4040XP closer.
Interior:	5 ea 3'-0" x 6'-8" prehung wood 1-3/4" thick prehung wood solid core Oak with stain and lacquer finish, and standard hinges. Restroom doors to have ND 40S privacy lever hardware, Office and Storage doors to have ND53PD keyed lever hardware, Break Room to have ND10S passage lever hardware, and Restroom to have ND40S privacy hardware. All door hardware to have #626 satin chromium-plated finish. Exterior levers to be Rhodes design. Interior levers to be Saturn design. Wall bumpers provided for interior doors.

WINDOWS:

Exterior:	7 ea 4' x 4' Atrium horizontal sliders with dual Low-E glazing with Argon gas fill, white vinyl frames, and insect screens, and 1" mini blinds.
Interior:	2 ea 3' x 4' single glazed fixed interior windows with tempered glazing.

INTERIOR FINISHES:

Floors: Restrooms: Armstrong "Abode" sheet vinyl
Break Room: Armstrong "Standard Excelon" 1/8" v.c. tile.
Remainder of Building: Shaw "Potential III" nylon commercial carpet, glued to subfloor

Walls: Entire Building: 5/8" sheetrock, taped, textured with light orange peel finish, and painted (one color) with low VOC Pittsburgh Speedhide eggshell. Note accent colors may be added to specific walls at optional charge, if desired.
Note: Restroom to have plastic laminate wainscot in areas required by code.

Base: Entire bldg: 4" Rubber
Trims: Stain and lacquer wood surrounds, jambs, and casing.
Ceiling: 2' x 4' t-bar grid with Armstrong "Cortega" #769A suspended acoustical ceiling tile; Height at 8'-0".

SPECIALTIES:

Toilet Tissue: 1 ea single roll holder
Mirror: 1 ea 18" x 30" frameless glass
Grab Bars: 1 ea 18", 36" and 42"
Restroom Sign: 1 ea plastic grade 2 – ADA Restroom signage
Window Treatment: 1" aluminum mini blinds

CABINETS:

Wilsonart plastic laminate faces and countertops with backsplash and self-edge, as manufactured by Cascade Casework.

Break Room: 5 l.f. base only. (Includes 24" face frame for water heater).

Reception: Custom L-shaped built-in reception counter with plastic laminate faces and countertops; 8' wide with 12" writing ledge at 44" height and 24" work counter at 30" height, with open shelf below, and 4' return at ADA 30" height and open shelf below. Countertop to have pre-drilled grommet for power and data cord from below.

APPLIANCES:

All appliances to be provided and installed on site by others.

HVAC:

Combination Heat/AC: 1 ea Bard wall-hung Heat Pump, 5-ton with 20kw heat, and Economizer.
Supply Ducting: Round galvanized overhead and insulated flexduct with flexduct sound isolation sleeves and flow controls at supply plenum; R4 insulated flexduct.

HVAC (Continued):

Diffuser type: 24" x 24" t-bar ceiling diffusers with no dampers.
Indoor Thermostat: 1 ea programmable, Peco T4932SCH-001
Return Air: Thru return air grilles in plenum wall, located down low.
Outside Air: As required, to meet Indoor Ventilation Code for Offices.
Note: Duct smoke detector provided at supply plenum.

PLUMBING:

Toilets: 1 ea Gerber 21-318 handicap height, elongated bowl, pressure-assist tank-type toilet.

Lavatories: 1 ea Gerber 12-314 19" x 17" wall hung, with one-piece wall hanger and American Standard 7385.004 ceramic disc faucets with hot limit stop and single lever ADA lever handles.

Kitchen Sink: 1 ea 25" x 21" Dayton D-125213 stainless steel single compartment sink with American Standard 4175.500 ceramic disc faucet with ADA single handle faucet and swing spout.

Water Heater: 1 ea AO Smith EJC-6 six-gallon, 120V, 1,650 watt Energy Saver electric water heater, mounted in base cabinet.

Ice Maker Box: 1 ea Oatey 038608 ice maker box with plastic body and cover and ¼ turn valves.

DWV/Water Lines: PVC Schedule 40 plastic Drain, Waste and Vent lines/Copper and Aquapex water lines.

ELECTRICAL:

Service: Single-phase; underground, 120/240 volt, stubbed thru exterior wall.

Panel: 1 ea 200 amp. Meter base and meter not included.

Material: Metallic Raceway System

Receptacles: 20 ea Leviton CR20 20 amp duplex wall receptacles.
2 ea Leviton 7899 20 amp GFCI wall receptacles
1 ea Leviton CR20 20 amp dedicated.
1 ea Leviton W7899 20 amp Waterproof GFCI exterior receptacle, with Intermatic WP 1100C cover.
3 ea recessed 20 amp floor receptacles (*each* with blank data box).

ELECTRICAL (Continued):

- Phone/Data Boxes: 6 ea 4-square blank j-boxes with ½" conduit stub to above ceiling and to below floor for Owner-provided and installed wiring and devices.
- Sign circuit: 1 ea 20 amp dedicated
- Switches: As required.
- Automatic Controls: 5 ea wall-mount occupancy sensors
1 ea ceiling-mount occupancy sensors
1 ea power packs
1 ea daylight sensors (ceiling mount)
1 ea slave pack
- Lights: 8 ea 3-tube and 1 ea 2-tube Lithonia fluorescent troffer light fixtures with T-8 32-watt tubes and single electronic ballasts.
4 ea 3-tube and 4 ea 4-tube step-dimming troffers with T-8 tubes.
- Exterior Lights: 2 ea 13-watt fluorescent with vandal resistant cover and integral photo cell (one at each exterior door location).
- Exhaust Fans: 1 ea 110 cfm ceiling fans, switched with light in RR.

SITWORK:

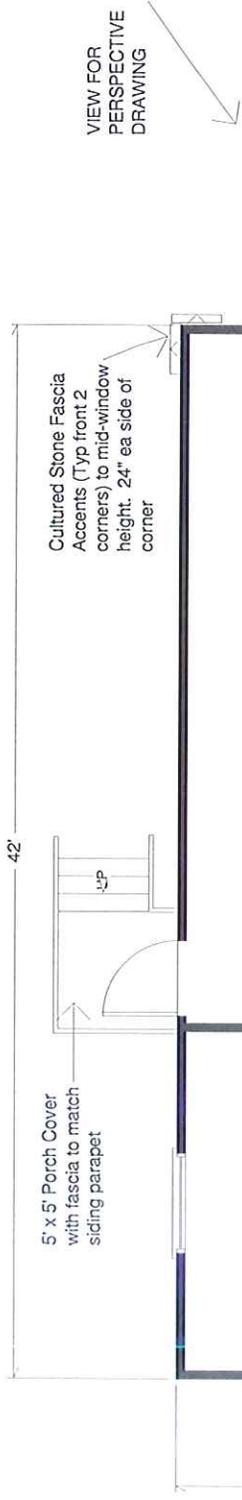
- Foundation: Pressure-treated pony wall, above-grade foundation system with CMU blocks, and tie-downs, as engineered by Williams Scotsman. Includes skirting to match building. Does not include site prep, demolition of existing buildings, grading, or clearing of existing vegetation, if required, or installation of site utilities and connection to modular building (by others.)
- Installation: Delivery to firm, level, and truck-accessible site and installation on above-grade CMU block and level foundation with tie-downs & skirting. Complete all exterior and interior modular connections and trim. Install 16' wide x 8' deep wood frame porch cover at front entry of building, with 24" x 24" "Aspen Country LedgeStone" Cultured Stone veneer columns and membrane roof. Install 5' x 5' wood frame porch cover at side exit door with finishes to match building.
Does not include optional concrete landings, stairs and handicap ramp. Optional cost may be quoted later subject to height and site conditions, if desired.

Williams Scotsman
Proposed Construction Specifications – 42' x 48' Modular Visitor Center
City of Kelso, Washington
Revised April 25, 2013 – Page 6 of 6

SITework (Continued):

Work by Others:

Local building permit, if required, excavation and backfill of site for placement of modular building and foundation, provide firm, level and truck-accessible site, including ramp in for truck set, if applicable, and installation and hook-up of water, sewer, electrical, phone/data lines, alarms, and connection to modular building, and any other utilities and site preparation items not specifically identified above.



Cultured Stone Fascia
 Accents (Typ front 2
 corners) to mid-window
 height. 24" ea side of
 corner

5' x 5' Porch Cover
 with fascia to match
 siding parapet

OFFICE
 14' x 12'

OFFICE
 14' x 12'

OFFICE / STORAGE
 14' x 12'

BREAK ROOM
 14' x 12'

OPEN DISPLAY AREA
 28' x 48'

16' W x 8' D
 Porch Cover
 with Four
 24" x 12"
 Cultured
 Stone
 Columns

RAMP
 DOWN

HVAC

VIEW FOR
 PERSPECTIVE
 DRAWING

42' x 48' KELSO VISITOR CENTER
 FLOOR PLAN - REVISION #4 -
 FOR PERSPECTIVE DRAWING

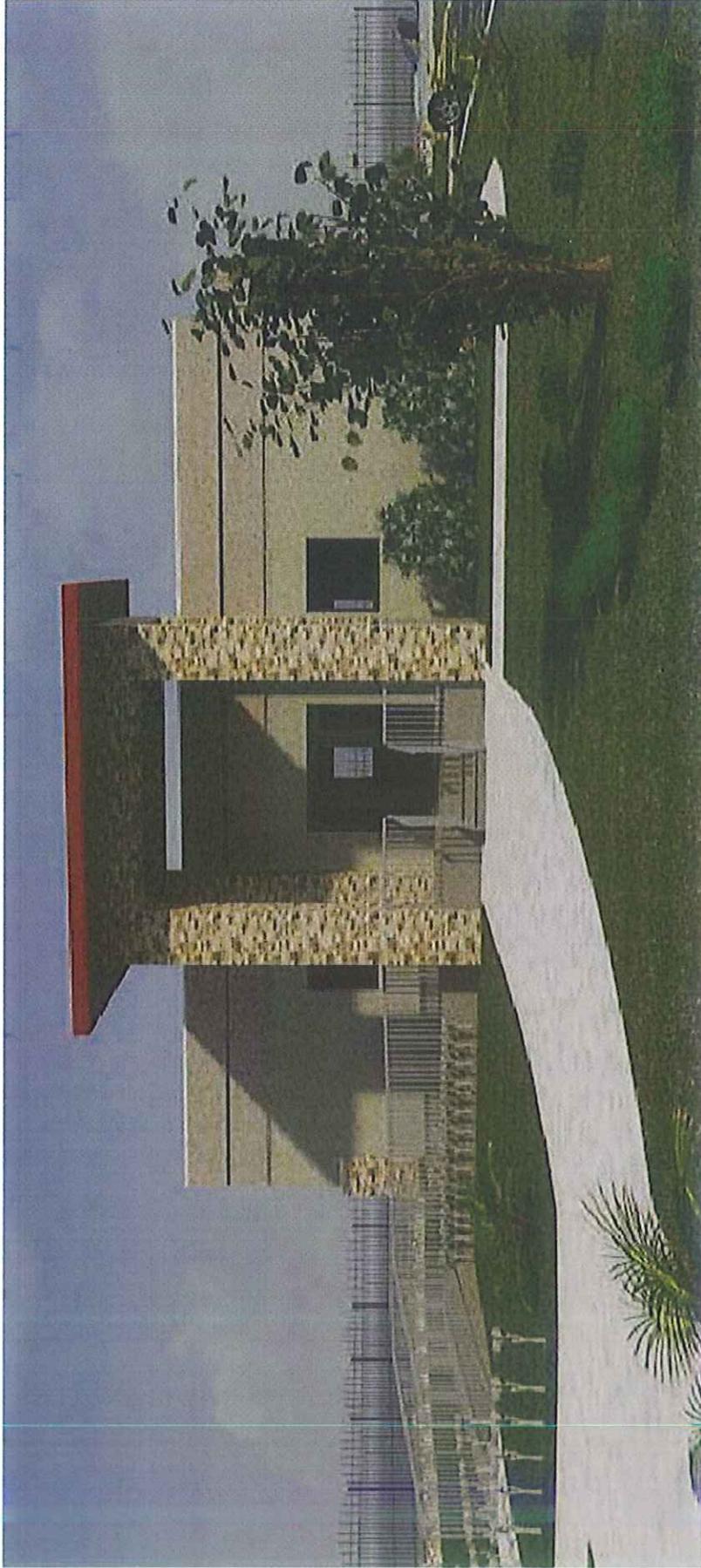
April 25, 2013



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CITY OF KELSO
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SCALE: 1/8"=1'	SERIAL#:	DATE 04-23-13	DWN BY: KMCK	APVL DATE:

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INTERGOVERNMENTAL COOPERATIVE

PURCHASING AGREEMENT

CITY OF KELSO

~~MIKE~~ #98

100925

PURSUANT TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association Purchasing Department, hereinafter called "K.C.D.A.", and the following named public agency of the State of Washington, City of Kelso hereinafter called "the public agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. K.C.D.A., in contracting for the purchase of goods and service for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
2. K.C.D.A. will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question.
3. The public agency reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice to K.C.D.A..
4. K.C.D.A. reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing contract, with or without notice to the public agency.
5. The public agency agrees to pay for goods and services as billed by K.C.D.A. upon completion of transfer of goods per normal terms as established by K.C.D.A.. Any additional expense incurred by K.C.D.A. in regards to any transaction for the public agency shall be paid by the public agency.
6. This agreement shall continue in force until cancelled by either party, which cancellation may be effected with or without notice to the other party.

7. Contacts:

A. Public Agency: City of Kelso

Name of Individual: Doug Robinson

Phone: (360) 423-1371

B. K.C.D.A. (206) 251-8115
 18639 80th Ave. S. (98032) 1-800-422-5019
 P.O. Box 5550
 Kent, WA 98064-5550 FAX (206) 251-8437

King County Directors' Association
 Purchasing Department
 18639 80th Ave. S. (98032)
 P.O. Box 5550
 Kent, WA 98064-5550
 (206) 251-8115
 FAX (206) 251-8437

City Of Kelso
Public Agency Name

105 Allen St.
Address

Kelso, WA 98626

Address

D. Robinson
Signature

City Manager
Title

(360) 423-1371
Telephone Number

(360)-423-1738
Fax Number

6/5/96
Date

[Signature]
 K.C.D.A. General Manager

6/10/96
 Date

AGENDA SUMMARY SHEET

Business of the City Council

City of Kelso, Washington

SUBJECT TITLE: WSCCCE Local 1557 Public Works 2013-2015 Collective Bargaining Agreement.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ May 7, 2013

Originator: Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: Janean Parker

City Manager: Steve Taylor

Agenda Item Attachments:

2013-2015 Collective Bargaining Agreement between City of Kelso and AFSCME Local 1557

SUMMARY STATEMENT:

The City has reached an agreement with the *Washington State Council of County and City Employees Local 1557 Public Works* on a collective bargaining agreement covering the years of 2013 – 2015. The attached labor contract was ratified by the unit on April 18th and is being presented for Council's approval.

Several language modifications from the previous contract were agreed to that cover a variety of working conditions and policies. Several additional changes were made to bring general human resource administration in line with the provisions of the Employee Handbook.

No changes in wages or medical benefit arrangements will occur in 2013. There will be annual 2% salary increases in 2014 and 2015. Employees of the unit will move to the City's new health plan offerings beginning in 2014 with very slight differences from the provisions contained within the City of Kelso Health Benefit Policy.

The economic provisions of the new agreement fall within the approved 2013-2014 budget appropriations for Public Works employees. The City negotiating team is pleased to have reached this agreement with the Union and looks forward to a continued positive working relationship in providing high-quality public services to Kelso residents and businesses.

OPTIONS:

- 1) Move to approve the 2013-2015 Collective Bargaining Agreement between the City of Kelso and WSCCCE Local 1557 PW;
- 2) Do not approve the agreement and provide instructions to the negotiating team for amendments

RECOMMENDED ACTION:

Approve the 2013-2015 Collective Bargaining Agreement between the City and WSCCCE 1557 PW.

WORKING AGREEMENT

By and Between

CITY OF KELSO

And

**WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES**

And

LOCAL 1557 PW

Of The

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,**

AFL-CIO

Jan 1, 2013– Dec. 31, 2015

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PREAMBLE

This Agreement is made by and between the City of Kelso, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer," and the Washington State Council of County and City Employees and Local 1557 PW of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to set forth the full and complete Agreement between the parties on wages, hours, and other conditions of employment.

1.0 RECOGNITION

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment for all regular full-time and regular part-time employees of the Public Works and Community Development Department who work more than 720 hours per year, excluding the Director of Public Works, Superintendent of Public Works, Community Development Director, Sr. Planner, all employees of the Engineering Division, temporary employees and any employees represented by another labor union. The Nine-Month Parks position shall be a represented position and shall be covered by this agreement provided that the following articles do not apply: 8.0 – Holidays, 9.0 – Vacations, 10.0 – Sick Leave, 11.0-Bereavement leave, 12.0 – Group Insurance, 20.1 - Clothing Allowance.

1.2 Regular employees under this Agreement who work more than ninety (90) hours per month shall be entitled to pro-rated benefits provided to full time employees including health and welfare, vacation, sick leave and holidays. Regular employees who work fewer than ninety (90) hours per month shall not receive such benefits.

1.3 Temporary and/or seasonal employees are not entitled to health and welfare benefits, the accrual of seniority, or any other rights provided by this Agreement. The term of employment will not exceed 720 hours per calendar year without mutual written agreement between the Employer and the Union. The employer shall not use temporary employees beyond the 720 hour maximum temporary assignment, without mutual agreement.

1.4 When new positions within the bargaining unit are created or existing positions substantially modified, the City shall notify the Union in writing. When the Employer proposes non-bargaining unit status for positions within the definition of 1.1, the Employer will notify the Union of the pending action.

1.5 The City will provide the Union with copies of new or revised job descriptions along with the proposed rate of pay. The Union retains the right to negotiate rates of pay for any new or revised job descriptions.

2.0 UNION SECURITY

2.1 Every employee in the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee in the bargaining unit who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union.

2.2 Every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after one (1) month of employment, pay to the Union a service charge equal to monthly Union dues.

2.3. Upon the written authorization of the employees within the bargaining unit, the Employer shall deduct from the pay of such employees the monthly amount of dues or the service charge as certified by the Secretary/Treasurer of the Union and shall transmit the same to the main office of the Washington State Council of County and City Employees, as provided in RCW 41.56.110.

2.4. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

3.0 UNION BUSINESS

3.1 The Union shall have the right to hold Union meetings during non-work hours at the City's facilities in designated meeting areas, at no cost to the Union, as space is available.

3.2 Union officials and Stewards shall be permitted to perform union business relating to the processing or investigation of grievances without reprimand or without loss of pay, provided such activities do not adversely disrupt normal work schedules, and provided such time is limited to those occasions when investigations cannot reasonably be conducted during non-work hours. Union officials and Stewards must obtain prior approval from the Superintendent for release time for this purpose, which shall not be unreasonably denied.

3.3 Union Officials or Stewards shall be permitted without loss of pay to post union notices or to distribute Union literature, which shall be restricted to the employees' lounges, bulletin boards or other non-public or non-work areas. They shall also be permitted, without loss of pay, to consult with the Employer, employee representatives, Union Officers, or other Union representatives concerning any provision of this Agreement, by first receiving the approval of the Superintendent.

3.4 Collective bargaining sessions, Labor Management meetings, and Grievance Hearings shall also be conducted during mutually agreed times and places without loss of pay, and shall be limited to those Union officials, grievants, or witnesses, who have a legitimate need to attend. Forty-eight (48) hours notice of said meetings shall be given by the employee or the Union, to the employee's direct supervisor, unless otherwise waived by the employer.

3.5 The Union agrees to provide the Employer with an updated list of Official Union Officers and Stewards within 10 working days of their appointment.

3.6 Union bulletin boards will be allowed in each department for the purpose of posting health and safety information, meeting notices, newsletters and other union information provided that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Union Official responsible for the posting.

4.0 MANAGEMENT RIGHTS

4.1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all of its customary, usual and exclusive rights, decision-making

prerogatives, functions, and authority connected with its responsibility to manage the affairs of the Public Works and Community Development Department.

4.2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer include the following:

- A. To direct and supervise all operations, functions and policies of the Public Works and Community Development Department.
- B. To close or eliminate any office, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
- C. To contract or subcontract work as determined by the Employer; provided, that as to work currently covered by the bargaining unit, the Employer agrees to negotiate with the Union the affect of such action on wages and working conditions of employees in the bargaining unit before finalizing or implementing such contracting. The City shall provide at least thirty (30) working days notice to the Union and its representatives and will then meet within 15 working days to negotiate the impacts.
- D. To determine the need for a reduction or any increase in the work force and the implementation of any decision with regards thereto.
- E. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
- F. To manage and direct the work force, including but not limited to: the right to determine the methods, processes and manner of performing work; fitness for work; the right to hire and promote, transfer and retain employees in accordance with this Agreement; the right to determine schedules of work; and the right to dispose of, purchase and assign equipment or supplies.
- G. To discipline, suspend, or discharge an employee for just cause.
- H. To determine the need for additional education courses, training programs, on-the-job training and cross-training. Such cross-training shall not be used to fill a vacant position.

5.0 PAY PLAN

5.1. Wages - All employees shall be paid the rate set out in the Salary Appendix A attached. All employees shall continue to receive scheduled step and longevity increases throughout the term of this agreement.

5.2. Promotions and reclassifications shall be compensated under Appendix A with the employee being placed in the new pay range at the step closest to their existing step but guaranteeing at least a 5% increase or within the limits of the maximum pay range of the new position.

5.3 Step Plan

- 5.3.1 Step increases through entry to 5 years shall be on the employee's anniversary date, which shall be the employee's date of hire.
- 5.3.2 Regular employees promoted to a higher classification shall, for pay purposes only, use the date of promotion for step increases on that classification.
- 5.3.3 All employees not at the top step of their range shall receive a step increase on the first of the month following their anniversary date, which shall be defined as their date of regular employment with the City.

5.4. Longevity pay shall be granted in addition to base pay as follows:

5.4.1. Employees hired prior to July 1, 1994 shall be granted in addition to Base Pay as follows:

After five (5) years' City service	2.0%
After ten (10) years' City service	4.0%
After fifteen (15) years' City service	6.0%
After twenty (20) years' City service	8.0%

5.4.2. Employees hired after July 1, 1994, shall be granted longevity pay in addition to base pay as follows:

After five (5) years' City service	2.0%
After ten (10) years' City service	4.0%

5.5. Out of Class Pay - An employee who has been temporarily assigned by their supervisor to perform substantially all the duties of a budgeted position in a higher classification, or has been temporarily assigned as a Leadperson on a crew for eight (8) consecutive hours or longer shall receive a 5% increase over the employee's normal base pay for the duration of the temporary assignment, but no more than Step E of the higher classification. Temporary assignments to positions in a higher classification must be pre-approved in writing by the Superintendent of Public Works, the Community Development Director, or the Director of Public Works.

5.6. Draws - The City agrees to implement a draw day covering the period from the first to the fifteenth of the month, inclusive. Not more than forty percent (40%) of said earned monthly salary shall be paid to the employee on the draw day and the payroll deductions shall not be deducted from the salary to be paid on the draw day, which shall be the 15th day of the month.

5.7. Part time - Pay for regular part-time employees shall be computed on an hourly basis by dividing the monthly base wage of the appropriate range by 173.3 hours.

6.0 HOURS OF WORK, OVERTIME

6.1. Hours of Work, Rest and Meal Periods

6.1.1. Public Works - The normal work day for Public Works Operations shall be from 7:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of a one-half hour unpaid lunch period, and two paid fifteen (15) minute rest breaks, to be taken at the approximate midpoint of each fully worked half shift. The normal work week shall begin at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. The work hours for the Department Assistant shall be the same except that the shift shall be from 8:00 to 5:00 with an unpaid one hour lunch.

-
- 6.1.2. Community Development - The normal work day for the Community Development Division shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of an unpaid one hour lunch period, and two paid fifteen (15) minute breaks to be taken at the approximate midpoint of each fully worked half shift. The normal work week shall begin Monday at 12:00 am through Sunday at 11:59 pm.
- 6.1.3. Parks Dept. - During summer schedules, the Parks Department may include Wednesday through Sunday schedules.
- 6.1.4. In overtime situations, employees shall be granted a minimum of one paid fifteen minutes rest period for every four hours worked. Breaks may not accumulate nor be taken at the end of the shift.
- 6.1.5. Breaks are to be taken at the worksite or in accordance with city policy.
- 6.2. Alternative shifts - Other times and shifts may be mutually agreed to by the Employer and the Union.
- 6.2.1. Each work group (e.g., Street Div., Parks Div.) may, by majority vote of the affected employees and with the written concurrence of the affected Department Head and City Manager, change to a 4/10 work schedule. The hours of work during said schedule shall normally be from 6:30 a.m. to 5:00 p.m., Monday through Thursday and/or Tuesday through Friday. Any holiday occurring during the term of the 4/10 schedule shall be paid as an eight (8) hour holiday, including the employee's floating holiday. Sick leave shall continue to accrue at the rate of eight (8) hours per month and shall be charged on an hour-for-hour basis. Vacation shall continue to accrue as provided in Article 9.0 and shall be charged on an hour-for-hour basis.
- 6.2.2. Two Water/Sewer Division employees shall be assigned a regular shift to begin at 8:30 a.m. and to end at 5:00 p.m. These two shifts may be rotated at the discretion of the Union, as long as the employees hold the required qualifications as determined by the Supervisor with approval from the Superintendent. If no employees volunteer for these two shifts, selection shall be made on the basis of inverse seniority, with the least senior qualified employees being selected prior to more senior employees. Current water turnoff deadlines for City customers shall not be changed because of this change in hours.
- 6.3. Overtime - Overtime shall be paid for hours worked in excess of eight (8) hours in one day for a 5/8 work week employee, and in excess of ten (10) hours in one day for a 4/10 work week employee, and for all hours worked in excess of forty (40) in one week. Compensation for overtime shall be at time and one-half (1 ½) of the regular rate of pay (including longevity) in wages or in compensatory time off, at the employee's choice. Compensatory time in lieu of overtime pay that is requested by the employee and granted by the City shall not accumulate to a total amount greater than twenty-four (24) hours. If the maximum is exceeded in any month, those excess hours shall be cashed out. Compensatory time off shall be scheduled at a time mutually agreeable to the employee and the City. Compensatory time shall accrue at the applicable overtime rate for each overtime hour worked. Compensation for hours worked on a holiday shall be regular pay plus time and one-half (total 2 ½), either in wages or compensatory time off, at the employee's option.
- 6.3.1. Overtime shall be offered to qualified employees in the following order:

-
1. To full-time bargaining unit employees within the Division specific to the overtime work being offered:
 - a. with employees already working on the project being offered the overtime first and then,
 - b. with other full time employees within that Division being offered the overtime by seniority,
 2. To full-time bargaining unit employees in other Divisions, but within that Department,
 3. To part-time, seasonal or temporary help, within that Department

6.3.2 Definitions. Scheduled overtime shall be an overtime planned by the City and is prescheduled at least 48 hours in advance but does not include overtime that is assigned as an extension of the regular shift. Unscheduled overtime shall mean overtime that is not prescheduled 48 hours in advance and is as a result of an emergency, call-out or unplanned event.

6.4 Travel Time. Employees traveling to training that is required by the City shall be compensated in accordance with the Fair Labor Standards Act.

6.5 Meals. The Employer shall provide meals to employee(s) after each four (4) hour period of unscheduled overtime provided; the employee expects to continue working for at least another hour. If unable to provide, or not otherwise provided, employees shall be reimbursed in accordance with the maximum allowed in the City's current travel reimbursement policy.

7.0 CALL-OUT

7.1 Call Out Definition - Call-out pay is paid to an employee:

- A. Who has left the premises or place of work after completing the work shift and is called back to the job site to work, or
- B. Is who is called in to the job site and requested to begin working prior to his normal scheduled work shift, or
- C. Who is required to work on the job site on a day other than the day he/she is normally scheduled to work.

7.2 Call Out Procedure - The call-out procedure shall be applied as follows: The Communications Center shall contact the list of designated "first contact" employees for all emergency calls for the appropriate division. The first designated person contacted shall then be responsible for assessing and/or responding to the emergency or for contacting another designated "first contact" employee to respond. If no one on this list responds, the Superintendent shall then be contacted.

7.3 Call-out compensation – Call-out for employees shall be compensated at double time, for a two-hour minimum only. Call-out after the two-hour minimum shall be at time and one-half. Call-out shall be compensated at triple time (double time for hours worked plus the Holiday pay at straight time) for time worked on a Holiday, for a two-hour minimum only. Call-out after the two hour minimum shall be at double time and one half.

7.3.1 Compensation for call outs shall begin at the time the employee begins traveling to the job site from home and shall end when the employee leaves the job site to return home, provided that the travel time to the job site shall not be compensated for more than 30 minutes.

7.3.2 The hours of work performed and compensated under the provisions of Section 7.3 shall not result in the pyramiding of overtime pay for work performed during the employee's regularly scheduled hours within the same FLSA work period.

7.4 Call Out List - Employees on the standby list shall automatically be on the designated "first contact" list for the term of this contract, unless they request to be removed from the list. The names on this list may be modified yearly on a voluntary basis. A minimum of four names must be on the list for each division. If four volunteers are not available, management shall fill the vacancies on the basis of qualifications.

7.5 Holiday Call Out - Call outs on a Holiday shall use the same procedure described above, unless there is an occurrence of a Holiday where no one responds.

7.6 Telephone Calls at Home After Hours

7.6.1 Employees who are contacted by the Communications Center to make work assignments or answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of double (2x) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. *(NOTE: applies to non on-site responders only)*

7.6.2 For all other calls received by employees at home for employer required work related questions or business, employees shall be paid for time actually spent on the telephone at the rate of time and one half (1 ½) times their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum.

7.7 This Article may be modified during the term of this contract by mutual agreement of both parties.

8.0 HOLIDAYS

8.1 The following days shall be recognized as holidays by the Employer:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

Floating Holidays: 2013 – Three (3); 2014 – Two (2); 2015 – Two (2)
(Effective 1/1/2016, only one floating holiday will be provided. New CBA "status quo" position.)

8.2 Any day proclaimed by the Governor as a holiday.

8.3 An employee whose scheduled day off falls on a holiday shall receive another paid day of his choice off in lieu of the holiday.

8.4 Holidays that fall on Saturday will be observed on the preceding Friday. Holidays that fall on Sunday will be observed on the following Monday, except for employees at the Water Plant, who shall observe holidays on the actual calendar day of occurrence. Employees called out on a Saturday or Sunday holiday shall be paid in accordance with Article 6.3.

8.5 Floating holidays shall be credited to the employee on January 1 of each year for the employee's use and may not be carried over from year to year; provided however, only one (1) floating holiday shall be credited to an employee in his or her first year of employment.

9.0 VACATIONS

9.1. Vacation accrues each month beginning with the employee's accrual date. Employees are not eligible to take accrued vacation until after six (6) consecutive months of employment. Employees shall be granted vacation days with pay according to the following schedule:

<u>Upon Completion of Years Service</u>	<u>Hours/Mo.</u>	<u>Number of Days</u>
0 - 5	8.6	13
6 - 10	10	15
11 - 15	13.3	20
16 - 20	16.6	25
21 - 25	18	27
over 25	20	30

9.2. An employee who separates from City service shall be paid for unused accrued vacation and sick leave as follows:

9.2.1. Vacation leave – maximum pay-out of two hundred eight (208) hours

9.2.2. Sick leave – One-third (1/3) the number of hours in excess of seven hundred twenty (720) hours up to a maximum payout of thirty-two (32) hours.

9.3. There shall be a maximum accrual of two hundred forty (240) vacation hours, which may be carried over from one year to the next.

9.4. Accrued Leave Donation Plan - Employees may donate vacation leave to the sick leave account of another employee suffering from an extended serious illness or injury. Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based on his/her hourly rate. The City shall, at its sole discretion, determine the eligibility of the ailing employee to receive donations.

9.5. Upon receipt of a request for use of vacation time, the Public Works Superintendent or his designee will notify the employee in writing of the decision to accept or reject the request within 3 workdays. Decisions will be in accordance with Public Works Policies. If the leave request is rejected, the notice will include the reasons for the rejection

10.0 SICK LEAVE

10.1. Employees shall accrue (8) hours of sick leave with pay per completed month of employment, to a maximum accrual of seven hundred twenty (720) hours.

10.2. An employee who has accrued in excess of seven hundred twenty (720) hours shall be allowed to trade each block of twenty-four (24) hours accrued beyond that bank of sick leave for eight (8) hours' pay. Hours accrued in excess of those divisible by three (3) shall be carried over to the following year.

10.3. Sick leave may be utilized for the following reasons:

10.3.1. Illness or injury of the employee or members of the employee's immediate family (as defined in RCW 49.12.270) which requires the employee's presence.

10.3.2. Doctor or dental appointments of the employee, or of the employee's children when the employee's presence is required.

10.3.3. When receiving Time Loss payments under the Workers' Compensation system and at the employee's option to do so, to the difference between the Time Loss payment and the employee's regular rate of pay may be supplemented to equal the employee's regular rate of pay by deductions first from accrued sick leave and then accrued compensatory time or accrued vacation leave balances. (Example: Joe Smith makes \$1600 a month. Time loss payment equals \$1000 a month, resulting in a difference of \$600. Joe works an average of 173.5 hours per month, which would give him an hourly salary of \$9.22 per hour [\$1600 divided by 173.5 hours equals \$9.22]. Thus, Joe must use 65 hours of sick or vacation leave to receive a full paycheck [\$600 divided by \$9.22 equals 65]). An employee may not receive more than their regular rate of pay when combining Time Loss payment and deductions from any other accrued leave. If the employee chooses not to supplement their pay or their leave balances are depleted, they shall receive only the Time Loss payment amount as determined by the Workers' Compensation system.

10.4. The Department Director may require an employee to obtain a physician's certificate when an employee has been absent longer than three (3) consecutive work days, or has a series of frequent sick leave absences. The physician's certificate may be needed to either 1) indicate medical approval for the employee to return to work; or 2) establish that an employee actually suffered a medical problem requiring sick leave use. At the discretion of the Department Director, he or she may request a second medical opinion at the expense of the City without loss of time or pay for the employee. Misrepresentation of any material fact in connection with the use of paid sick leave may be grounds for disciplinary action.

10.5. Family Medical Leave

10.5.1 Family Medical Leave shall be administered in accordance with state and federal laws and in conformance with resolution. (Note: Insert updated reference) Any changes to the City resolution must be acceptable to all parties, or the old resolution will apply. Employees utilizing Family Medical Leave shall be allowed to keep up to 5 days of sick leave in their accrual bank, at their option.

10.5.2 All leave granted in accordance with the state or federal laws whether paid or unpaid shall count against the twelve (12) week periods and each shall run simultaneously. An employee shall return to his prior range and step at the expiration of said leave. His seniority date shall not be adjusted.

10.6. Washington State Family Care Act

10.6.1. In accordance with state law, an employee eligible for sick leave or other paid time-off (vacation and compensatory time in lieu of overtime), shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off for an illness or accident, disability (including maternity), or qualifying illness or disability of a qualified family member. As defined in RCW 49.12.270 as amended, qualified family members are limited to children, spouse, parent, parent-in-law, or grandparent.

10.6.2. Employees at the direction of the Department Head or designee may further be required to obtain a physician's verification of illness/injury when their illness, injury, or disability or the care of a qualified family member requires them to be absent from work, in accordance with state law.

11.0 BEREAVEMENT

11.1 Employees may receive up to three (3) days of bereavement leave in the event of the death of a member of an employee's immediate family. Bereavement leave will not be deducted from vacation or sick leave balances. "Immediate family" is defined as the employee's husband, wife, registered domestic partner, son, daughter, mother, father, brother, sister, aunt, uncle, grandmother, grandfather, stepson, stepdaughter, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. If the death necessitates travel more than 500 miles from Kelso, Washington, the employee may be granted additional time off with the use of vacation leave or comp-time leave, if available, at the employee's discretion.

12.0 GROUP INSURANCE

12.1. For the 2013 plan year, Employer shall offer the following medical insurance plans for each bargaining unit employee:

- a) AWC Health First
- b) Kaiser Foundation 13A

The City shall pay 100% of the employee's premium and 85% of the employee's eligible dependents' premium for both plans. The employee shall pay the remaining 15% of the dependents' premium whose shall be deducted monthly.

12.2.

A) Effective January 1, 2014, Employer shall offer the following medical insurance plans for each bargaining unit employee:

- i) AWC HealthFirst High Deductible (HRA/VEBA)
- ii) AWC Health First 500
- iii) Kaiser Foundation HSA-Qualified High Deductible \$1,500/\$3,000 with \$15/\$30 prescription coverage (HRA/VEBA)
- iv) Kaiser Foundation Traditional \$500 Deductible with \$10/\$20 prescription coverage (HRA/VEBA as applicable)

B) Employer agrees to pay the full monthly premium** for AWC Health First High Deductible and Kaiser HSA-Qualified High Deductible plans for eligible employees, spouses, and dependents. Employer shall contribute \$125.00 each month of employment into a Health Reimbursement Arrangement (HRA)/VEBA account for Employee Only coverage and \$250.00 each month of employment into a HRA/VEBA account for Employee plus Spouse and/or Dependent coverage under the High Deductible plan offerings.

C) Employer agrees to pay the monthly premium for AWC Health First 500 and Kaiser Traditional \$500 Deductible plans up to the respective equivalent coverage category cost of the AWC and Kaiser High Deductible Plan offerings plus \$125.00 for Employee Only coverage or \$250.00 each month for Employee plus Spouse and/or Dependent coverage.

Employee is responsible to pay any remaining monthly premium cost, if applicable. Employee's portion of the premium shall be deducted monthly. Where the Employer's equivalent cost contribution is greater than the premium for either benefit plan described in this subsection, the difference shall be deposited into the Employee's HRA/VEBA account established for this purpose.

- D) Eligible employees and/or their spouses/dependents may choose to opt out of Employer-provided health coverage and receive a monthly Employer contribution to a HRA/VEBA account equal to half of the Employer's premium cost equivalent (which includes the high deductible plan premium plus HRA monthly contribution). The incentive shall be provided for any eligible spouse or dependent(s) opting out of City coverage that result in a premium cost savings to the Employer. An Employee may only opt out if eligible for alternative insurance coverage as defined by the Employer's provider's plan requirements. No more than twenty-five percent (25%) of employees throughout the organization may choose to opt out of Employer-provided coverage. Eligible employees choosing to opt out shall make their requests in writing and will be approved by the Employer's human resources manager on a first-come/first-served basis until the limit is reached.
- E) Employees choosing either of the High Deductible plans offered through AWC or Kaiser for the 2014 plan year shall receive an additional Health Reimbursement Allowance (HRA) of up to \$1,000 for Employee Only coverage or \$2,000 for Employee plus Spouse/Dependent coverage to reimburse eligible out-of-pocket medical co-insurance expenses incurred in 2014 above the applicable deductible (\$1,500 or \$3,000 respectively). Any unused portion of the additional HRA allowance will not be contributed to the employee's HRA/VEBA account. This section will automatically sunset on 12/31/2014, except as provided in 12.2 (F), in which case this provision will automatically sunset on 12/31/2015.
- F) If the City provides the additional HRA allowance described in 12.2 (E) above for non-represented employees in the 2015 plan year, then the City will extend the allowance in the same amount and manner to AFSCME-represented employees.
- G) **For the 2014 plan year, Employer agrees to pay the increase in the health insurance premium from 2013 in the High Deductible plans described in this section up to five percent (5%). Premium increases greater than five percent (5%) in a given year shall be paid by the Employee. For the 2015 plan year, Employer agrees to pay the increase in the health insurance premium described above up to five percent (5%). The Employee shall pay for the increase above five percent (5%) up to ten percent (10%). In the event the increase is greater than ten percent (10%) for the 2015 plan year, the Union will have the option to reopen the medical insurance provisions of this contract.

12.3

The Employer shall pay into the Oregon Teamsters Trust Fund the premiums to cover the employees and their dependents in the Dental 6 and Vision 4 plans. The Employer agrees that during the term of this Agreement they will pay the increase in the contribution rate if required by the trustees to maintain these benefits.

12.4

The Employer agrees to provide Life Insurance in the amount of \$10,000 for each employee at no cost to the employee.

12.5

Terms of Insurance Policies to Govern: The extent of coverage under the insurance policies referred to above shall be governed by the terms and conditions set forth in said insurance contracts. Any question concerning coverage shall be resolved in accordance with the terms and conditions in said policy and the administrative review procedures provided therein and shall not be subject to the grievance procedure set forth in this Agreement. It is intended that such benefits provided under this Agreement shall comply with and be in substitution for any provision for the same or similar benefits which are provided under any law now in effect, or hereinafter in effect. If the same or any benefits of a similar nature provided under this Agreement are required under any law now in effect or hereafter in effect, and if the benefits provided under this Agreement combined with the benefits mandated by any State or Federal Law result in an increase in premiums, the cost of such premium increase shall be shared between the Employer and the employees as provided for in Section 12.1 and 12.2 of this Article.

13.0 SENIORITY

13.1. Definitions:

13.1.1. Seniority: Seniority is defined as the employee's length of service with the Employer within the bargaining unit.

13.1.2. Trial Employees: An employee is in a trial status for his first nine (9) months within the bargaining unit. During this time they shall not be allowed access to the grievance procedure for disciplinary actions including discharge. A trial employee has no seniority rights and may be discharged at will. A trial employee shall never be transferred, promoted, retained during work force reductions, restored to service or be given preference in any manner over a regular employee. Seniority date after completion of the trial period will be the date of hire.

13.1.3. Application: Within each Division, seniority shall prevail in vacation time preference where an employee has received advanced approval at least six months previously. Casual or intermittent part-time employees shall not be entitled to any of the benefits of this Agreement, and they shall be laid off prior to any regular or regular part-time employees being laid off. Regular part-time employees will have their seniority prorated based on the number of hours worked per month.

13.1.4. Termination of Seniority: An employee's seniority may be broken for one of the following reasons only: Discharge for cause, resignation, or absence in the excess of one (1) year do to illness or injury that does not arise in the course of employment.

13.2. Employees who feel they have been dealt with unjustly in matters pertaining to this Article will have access to the Grievance Procedure of this Agreement.

13.3. All newly hired employees shall serve a trial period of nine (9) months. During this time, they shall not be allowed access to the grievance procedure concerning discipline and discharge.

13.4. An employee on authorized unpaid leave of absence shall continue to accrue seniority during the first ninety (90) calendar days of such leave. Seniority dates shall be adjusted on a day-for-day basis for all leave days in excess of ninety (90) days; provided, however, that an employee on disability leave of absence on account of industrial injury or occupational disease shall continue to accrue seniority during the first six months of such leave, and the employee's seniority dates shall be adjusted on a day-to-day basis for all leave days in excess of six months.

14.0 JOB OPENINGS, VACANCIES, LAYOFF AND RECALL

14.1 Job Openings and Vacancies

14.1.1 Job Posting: In the event of a job opening or vacancy notice of the opening or vacancy will be posted at all bargaining unit work locations for five (5) working days. If no qualified internal applicants apply, then the job may be posted externally. Employees who are absent from work due to an approved absence may submit application upon their return provided the position has not been filled.

14.1.2 Bidding Rights for Part Time Employees: Regular part-time employees shall have bidding rights on permanent positions in the bargaining unit as they come open on any crew if no full-time employees from any crew bid on the position. Part-time employees shall accrue seniority for all purposes based on their original date of hire with the City. *(Moved here from Art. 1, Section 4)*

14.1.3 Selection: All appointments and promotions of regular employees shall be made with the following factors considered:

- A. The primary consideration shall be the individual's qualifications.
- B. Where qualifications are equal, then seniority shall prevail.

14.1.3.1 In order to determine qualifications, the Employer shall fill vacancies in an objective manner using the Hiring Committee Procedure developed by the Labor Management Committee.

14.1.3.2 The Employer agrees not to pre-select employees. The Employer and the Union shall jointly determine the testing procedures which may include written, practical and oral examinations before a Hiring Committee of two (2) Management and two (2) Union employees. All applicants will be given the same test and advised of what is expected as a qualifying score. All testing questions or tasks shall be taken from "core" duties of the position as described in the job description. Where appropriate, employees (exclusive of those competing for the particular position open) shall be given input into the preparation of examinations.

14.1.4 Trial Period: A promoted, transferred, or voluntarily demoted employee shall have a ninety (90) calendar day trial period in the new position provided, that employees promoted to a supervisory position shall have a 180 day trial period, during which time the employee shall retain the right to return to the previously held position without prejudice. The Employer shall also have this trial period to insure the employee meets the requirements for the position, and may place the employee back in his/her previous position if they do not meet the Employer's expectations. Trial periods for promoted employees may be extended with mutual agreement from the Union. Promoted employees during their trial period shall have reversion rights to their previous position at the option of either party for the trial period.

14.2 Layoff. If it is determined by the City for business reasons, including reorganizations that layoffs are necessary, the Employer shall notify the Union and the affected employee(s) in writing of the pending layoff and the reasons therefore, at least 30 days in advance, and shall allow the Union to meet with the Employer and bargain the impacts. The Employer shall consider alternative proposals to the layoff presented by the Union.

14.2.1 Employees will be laid off by seniority as defined below in the affected department (Public Works or Community Development) in the following order:

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- a. Temporary employees;
 - b. Part time employees not included in the bargaining unit but employed in the department in which the layoff is anticipated;
 - c. Part time employees in the bargaining unit;
 - d. Trial employees in the bargaining unit;
 - e. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training or the need to obtain special certifications required to perform the job. When two or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee (s) with the least seniority will be laid off first.

14.2.2 **Bumping** In order for a member designated for layoff to exercise his/her seniority rights and bump another member with less seniority, the person wishing to bump must meet the minimum qualifications of the classification he/she wishes to bump into. Any certifications, experience, skill and ability which are not part of the minimum qualifications will not be considered over seniority. If a member lacks proper certification to bump into a position, the city will allow 18 months from the notification date of layoff for the employee to obtain the needed certifications.

The salary of an employee who bumps into a lower paid classification shall be at the step in the lower range which provides for the least amount of decrease.

14.3 Recall

14.3.1. **Recall Order**. If there is a recall, employees shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

14.3.2 **Recall List**: An employee who has no bumping options or who chooses to be laid off in lieu of exercising those options shall be placed on a recall list for fourteen (14) months. Offers of recall shall be made in writing by certified mail by the Employer to the employee's last known address. It shall be the employee's responsibility to keep the Employer informed in writing of his address. The employee shall have ten (10) days to respond unless extended by mutual agreement. The most senior employee in layoff status shall receive the first offer of recall to a vacant position. No vacant positions shall be posted while employees are in layoff status unless the position has been refused by such employees or they cannot be located.

14.3.3 **Step Placement**: An employee recalled from layoff to his previous classification shall be placed in the same step held at the time of layoff.

14.3.4 **Seniority**: Employees on layoff do not accrue seniority. Neither do they lose any prior service credit with the City.

14.3.5 **Recall Trial Service**: An employee recalled to a position he has not previously held shall be allowed a trial service period not to exceed forty-five (45) working days to demonstrate his capability to perform the duties of the position. In cases where the recalled employee fails the trial service period, the employee shall be placed back on the recall list for 14 months.

15.0 GRIEVANCE PROCEDURE

- 15.1 **Definition** - A grievance for the purpose of this Article is defined as a dispute or disagreement of the application or interpretation of any term(s) or condition(s) of this Agreement.
- 15.2 **Access** – Subject to the provisions of Article 3.2, authorized Union officers and shop stewards and the WSCCCE Staff Representative shall have access to the workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to, provided that such visit shall be authorized by the employer and shall not unreasonably interfere with the work process or cause unreasonable interruption of employees' work schedule.

15.3 Grievance Steps

- 15.3.1 **Step 1.** For Non-Disciplinary Grievances - Within ten (10) working days of the time the grievance incident occurred or the employee should have reasonably known of its occurrence, the grievance shall be discussed by the affected employee the Steward and his or her immediate supervisor, who shall attempt to resolve the problem within ten (10) working days. If it cannot be resolved at this step, the Union may proceed to Step 2 within ten (10) working days of the supervisor's written response.
- 15.3.2 **Step 2.** If the grievance is not resolved at Step 1, it shall be submitted in writing by the Union to the Superintendent of Public Works or the Community Development Director. The grievance shall be signed by the aggrieved employee and a Union representative. It shall state the nature of the grievance, the sections of the Contract allegedly violated, and the specific remedy sought. The parties shall then schedule a meeting to discuss the grievance. Within ten (10) working days after the meeting, the Superintendent or Director shall officially respond to the grievance in writing to the Union steward and the grievant with a copy to the WSCCCE Staff Representative. All Disciplinary or Class Action grievances shall be initially filed at Step 2. Class Action grievances shall be defined as a grievance that is filed by the Union on behalf of a "class" or group of affected employees.
- 15.3.3 **Step 3.** Public Works Department grievances only: If the grievance is not resolved at Step 2, it may be referred to the Public Works Director by the Union within ten (10) working days of the Public Works Superintendent's response. The Director shall first meet with the concerned parties and then respond officially in writing to the Grievant and Union Steward, with a copy to the WSCCCE Staff Representative within ten (10) working days of this meeting.
- 15.3.4 **Step 4.** If the grievance has not been settled at Steps 2 or 3, it may be referred by the Union in writing to the City Manager within ten (10) working days of the response of the Director of Public Works or Community Development Director. The City Manager shall meet with the concerned parties and respond in writing within ten (10) working days of his receipt of the grievance.
- 15.3.5 **Step 5.** If the findings of the City Manager are not satisfactory, the Union may, by written notice to the City Manager, request arbitration within 15 working days. The parties will attempt to mutually agree to an arbitrator. If an arbitrator is not mutually agreed to, either party may request a list of names of 9 arbitrators from the Public Employment Relations Commission (PERC). Within 10

working days of receipt of the requested list of names, the parties shall alternately strike names from the list until one (1) name remains who shall serve as the arbitrator. The Union shall strike the first name. The arbitrator's ruling on the grievance will be final and binding on both parties. Arbitration shall be limited to interpretation of the Contract.

- 15.4 Time Limits - Time limits specified herein may be waived by mutual agreement in writing. Failure of the Employer to respond within the prescribed or agreed time limits at any step shall entitle the Union to proceed to the next step. Failure of the Union to respond within the prescribed or agreed time limits shall constitute abandonment of the grievance.

16.0 NO STRIKE/NO LOCKOUT

- 16.1. The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work on City time. While acting in the course of their employment, employees shall not honor any picket line established by the Union or any other labor organization, unless they fear for their safety. The parties agree to use every legal means available to settle a dispute including mediation and/or arbitration. (For the purpose of this Article, Arbitration does not mean interest arbitration). Disciplinary action may be taken by the Employer against any employee or employees engaged in a violation of this provision.

- 16.2. No lockout of employees shall be instituted by the Employer.

17.0 DRUG-FREE WORKPLACE

- 17.1 The City and the Union recognize that the maintenance of a drug-free workplace is essential to the safety and welfare of the employees. This Article establishes City programs and practices that promote and support a drug-free working environment and bring the City into compliance with the Drug-free Workplace Act of 1988. Employees who are not required to have a CDL license as a condition of employment shall not be subject to random drug testing. Employees shall be subject to reasonable suspicion drug testing and/or post accident drug testing.

- 17.2 The City wishes to educate its employees as to the dangers of drug abuse in the workplace, the City's commitment to a drug-free workplace, the penalties that may be imposed upon employees for drug violations in the workplace, and the City's commitment of support for employees undergoing treatment and rehabilitation of chemical dependencies in accordance with City policy.

17.3. Controlled Substances.

17.3.1. The unlawful manufacturing, distributing, dispensing, possessing or using of a controlled substance or alcohol in the workplace is prohibited. Reporting to work under the influence of a controlled substance or alcohol is prohibited and shall be grounds for disciplinary action, up to and including discharge.

17.3.2. As a condition of employment, all employees must notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.

- 17.4 Prescription or Over-the-counter Drug Use. The use of prescription and over-the-counter drugs which compromise safety in the workplace or the quality of the employee's work product is prohibited. It is the employee's responsibility to check with his physician as to whether

or not a prescription or over-the-counter drug will impair performance and to notify his supervisor of the physician's opinion.

17.5. Drug Use Away from the Workplace. The illegal use of a controlled substance off the work site by an employee may be grounds for disciplinary action, up to and including discharge, if it results in an adverse impact on the City as Employer.

17.6. Employee Assistance. The City is committed to supporting employees undergoing treatment and rehabilitation for alcohol or other chemical dependency. The City will provide information to employees on available drug counseling and rehabilitation programs.

17.7. Confidentiality. The confidentiality of all complaints and reported violations of the provisions of this policy will be strictly maintained, except as required by public disclosure laws or court order.

18.0 ENTIRE AGREEMENT

18.1. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

18.2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

19.0 SAVINGS CLAUSE

19.1 It is understood and agreed by and between the parties that, in the administration of all matters covered by this Agreement, the parties hereto and the City employees are governed by the provisions of applicable State laws, City ordinances and resolutions; and when any provision thereof is in conflict with or different than the provisions of this Agreement or of any agreement entered into between the parties hereto, this Agreement is paramount and shall prevail.

19.2 If any Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

20.0 CLOTHING ALLOWANCE COMMERCIAL DRIVERS LICENSES AND ELECTRONIC MONITORING

20.1 Clothing Allowance - The City will provide initial clothing to Public works personnel as follows: ten (10) short sleeve safety yellow shirts or four (4) short sleeve button-up work shirts, one (1) City-issued hat, one (1) Carhart Jacket Annual replacement clothing up to the limits described above will be provided if unserviceable clothing items are turned in to the City by the employee. Additionally, in the month of February of each year, employees shall each receive a \$200 total allowance for bib overalls, insulated bib overalls, leather boots, additional coveralls and pants, and other applicable, work-related clothing.

20.2. The City will provide a washer and dryer and cleaning agents at the City Shop for use by the employees for city work clothing only.

20.3. City issued clothing is the property of the City of Kelso and shall be returned upon termination of employment. Intentional mutilation or destruction of said clothing shall result in formal discipline up to and including discharge. Summer short sleeve shirts may be altered to extend at least one (1) inch below the shoulder seam in order to be considered acceptable wear during the summer under the city policy.

20.4. Commercial Drivers License - The City will pay the cost for the physical examination as well as the cost for the skill and written tests for current and new employees needing CDL licenses. The City will also pay the cost of the skill test for those employees transferring from one division within the Public Works Department to another when that transfer requires the employee to obtain a commercial driver's license.

20.5. The city shall set the standards for work attire with reasonable safety concerns and the City shall enforce the wearing of safety equipment and clothing as approved by the Department. Any changes to existing policy shall be brought before the safety committee for input and review.

20.6. Electronic Monitoring

20.6.1. This article addresses the use of surveillance and electronic or other monitoring performed on an ongoing basis for the purpose of monitoring workplace safety and security and productivity. This article does not apply to any surveillance and electronic or other monitoring performed as part of any criminal investigation or any internal investigation pertaining to specific employees.

20.6.2. The Union and employees shall be notified prior to implementation of, or changes to, any forms of surveillance or electronic monitoring proposed by the employer to be implemented on a routine and ongoing basis, for the purpose of workplace safety, security and productivity

20.6.3. Data acquired by electronic monitoring or surveillance systems may be used to evaluate work productivity, compliance with standards of conduct and other job requirements, as the basis for the imposition of discipline, and/or as part of a criminal investigation. In the event that data acquired by surveillance or electronic or other monitoring is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed.

21.0 NON-DISCRIMINATION

21.1. The Employer and the Union agree not to discriminate against any employee because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, Union membership and Union related activities, or because of disabled or developmentally delayed status.

21.2. All references to employees in this Agreement designate both sexes; and when the male gender is used, it shall be construed to include both male and female employees.

22.0 EMPLOYEE RECORDS, DISCIPLINE & DISCHARGE

22.1 Employee Records.

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- 22.1.1 Employee personnel records shall be considered confidential and as such shall be accessible only to the employee concerned, selected City officials as authorized by the City Manager, and Union representatives as authorized by the employee. Personnel files shall contain only information directly relevant to the employee's employment with the City, but shall not contain medical information. Employees may examine the file during work hours and shall have the right to rebut in writing on the employee's own time, any items in the file, and to grieve any item to the level of the City Manager. The item may be grieved to arbitration when the employee suffers a direct financial loss as a result of the discipline.
- 22.1.2 Performance Evaluations. Evaluations shall be used to provide employees with clear expectations and feedback regarding their work performance. Peer evaluations shall not be utilized. Supervisory or Lead positions who report directly to a Superintendent, are required to provide evaluations of employees under their supervision, with input and approval from the Dept. Head. Employees may ask the city to review the evaluation if there is any evidence of unlawful or inappropriate activity. Employees may attach a rebuttal to their evaluation. A follow-up evaluation may be requested by either party within 6 months following an unsatisfactory evaluation.
- 22.1.3 Evaluations shall be kept in an employee's personnel file, provided that evaluations shall not constitute a written warning under this Article, nor shall they be considered a step of the progressive disciplinary process. All Evaluations shall be signed and dated by the person giving the evaluation.

22.1 Discipline.

- 22.1.1 Employees shall be disciplined and discharged only for just cause. With the exception of a verbal warning, a Union representative will be informed of and afforded the opportunity to be present at all disciplinary actions, unless such presence is freely waived by the employee. Oral Warnings are not grievable. Such disciplinary action will not be made part of the employee's personnel file.
- 22.1.2 The City reserves the right to discipline, suspend or discharge employees for just cause. The City agrees that arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure.
- 22.1.3 The City agrees with the tenets of progressive and corrective discipline, where appropriate and that any such action shall be in a timely fashion.
- 22.1.4 No employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning the employee's work or conduct. However, no such warning notice shall be necessary if such causes for discharge or suspension are for serious violations of City work, behavior and/or performance standards. The types of behavior and conduct that is considered serious include but are not limited to the following:

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- a. being under the influence of alcohol or illegal drugs on the job;
 - b. theft or willful damage of the City's or other employee's property on or off the job;
 - c. insubordination; violent or threatening behavior to other City employees or citizens on or off the job;
 - d. illegal behavior on or off the job that is of such a nature to damage the City's reputation and/or ability to provide services to the public;
 - e. other similar serious offenses.

22.1.5 Disciplinary Investigations and Meetings. In disciplinary investigations, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. If an employee is suspended prior to or during an investigation, they shall be in a pay status pending outcome of the investigation and/or disciplinary action. Discharge or suspension must be by written notice to the employee and a copy to the Union within a reasonable period of time from the time that the alleged behavior by the employee occurred.

22.1.5.1 Should an investigation reveal that the allegations against the employee are unfounded, all record of the incident shall be removed from the employee's personnel file.

22.1.5.2 At the time of completion of the investigation of the alleged misconduct the City shall notify the Employee and the Union in writing of the outcome as soon as possible.

22.1.6 Probationary Employees. Probationary employees shall not be entitled to the protections of this Article and may be terminated by the employer without recourse to the grievance procedure. The probationary period for new hires shall be nine (9) months.

22.1.7 Where appropriate disciplinary action shall be progressive and may include the following measures:

22.1.7.1 Oral warnings to be issued in private for minor infractions. Supervisors should inform the employee that an oral warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file.

22.1.7.2 Written warnings, which shall state definitely the problem to be remedied and the expectations of the Employer of the steps the employee is to take to remedy it. Written Warnings shall remain in the employee's personnel file for twenty-four (24) months and notices of suspension or disciplinary demotions shall remain in the employee's personnel file for forty-eight (48) months, after the disciplinary action occurs, however, the employee may request a review and removal of the disciplinary material at 12 month intervals. At the end of the specified period, the material shall be removed if it was not removed earlier. In the case where further incidents of related previous written warnings continue, the time clock for previous related warnings will reset to the date of the new warning.

22.1.7.3 Suspension with pay, for purposes of investigation; and without pay, for purposes of discipline, not to exceed ten (10) working days. Such investigation shall be conducted in as expedient a manner as practical.

22.1.7.4 Demotion shall not be used as a disciplinary tool and may occur only as a result of the employee's failure to perform the duties of his/her position in a satisfactory manner and/or in the event of a voluntary transfer to a lower classification.

23.0 JOINT LABOR/MANAGEMENT COMMITTEE AND SAFETY

23.1 Joint Labor/Management Committee: The Employer and the Union agree to maintain a Joint Labor/Management Committee (JLMC) comprised of three representatives from each side plus the union Representative and the Management Negotiator as needed. The responsibility of the JLMC will be to address problems, issues or concerns of all bargaining unit members using the interest-based problem solving process to arrive at consensus agreement.

23.1.1 The JLMC's purpose is to resolve issues at the lowest possible level through communication and mutual understanding. The goal of the Committee is to eliminate the need for arbitration of issues.

23.1.2 As a part of this responsibility, the Committee will:

- A. Establish a process that will provide research and communication of issues aimed at thorough understanding by all members.
- B. Establish a process to measure progress on issues at agreed-to intervals.
- C. Use outside resources (including Labor/Management Representatives) on an as needed basis.
- D. Meet as requested and needed.
- E. Maintain an "open door" policy.

23.2 Safety

23.2.1 Occupational health and safety is the mutual concern of the Employer, the Union and employees, and it is the intent of the parties to maintain safe and healthful working conditions and to encourage employees to work in a safe manner. Employees shall report safety and health hazards of which they are aware to their supervisor. The Employer and employees shall comply with applicable federal, state and local safety laws, rules, and regulations. Nothing in this Agreement shall imply that the Union, as defined in the Preamble, has assumed legal responsibility for the health and safety of employees.

23.2.2 Safety Apparel - The City shall provide and pay for all required safety apparel, and equipment, including but not limited to: disposable coveralls, gloves, ear plugs, hard hats, liners, hat muffs, rain gear (pants and coat), rubber boots, HEPA filter, safety vest, safety glasses, harness assembly, hip waders, and any other legally required safety outfitting.

24.0 JURY DUTY

24.1. Employees will receive leave while on jury duty or when subpoenaed to appear as a witness in a case involving the City of Kelso. During the first two weeks of this leave, full-time employees will receive the wages they would have been paid. Additional paid time off for jury duty may be granted by the City Manager on a case-by-case basis for full-time employees who are called to serve on a federal jury panel.

- 24.2. If jury or witness duty exceeds two weeks, an employee may use available paid leave or take the time as unpaid leave. A copy of the summons or subpoena must be presented to the supervisor, Superintendent, or Public Works Director, as applicable, as soon as possible after receipt.
- 24.3. If an employee is called for jury duty or is subpoenaed as a witness and excused prior to the end of his/her workday, the employee is expected to report back to work immediately and continue normal work activities until again required to report for jury or witness duty.
- 24.4. Part-time, temporary, and seasonal employees will receive unpaid leave for jury or witness duty.

25.0 – DURATION

This Agreement shall become effective January 1, 2013 and shall remain in full force and effect through December 31, 2015. The parties agree to begin negotiations for a successor agreement not less than sixty (60) days prior to the expiration of this Agreement.

SIGNED this _____ day of _____, 2013

FOR THE UNION

FOR THE EMPLOYER

Larry Clark, WSCCCE Council 2

Steve Taylor, City Manager

Brian Hogue, President, Local 1557 PW

David Sypher, Public Works Director

Don Stout, Negotiating Committee

Randy Johnson, Public Works Superintendent

Nate Bell, Negotiating Committee

APPENDIX A

Upon the effective date of this Agreement, the following monthly pay rates shall be in effect for AFSCME-represented employee classifications:

2013

CLASS	POSITION TITLE	ENTRY 0.8	1 YEAR 0.85	2 YEAR 0.9	3 YEAR 0.95	4 YEAR CONTROL
R29	W/S Supervisor	\$ 3,858	\$ 4,099	\$ 4,340	\$ 4,581	\$ 4,822
R29	W/T Plant Supervisor	3,858	4,099	4,340	4,581	4,822
R29	Building Inspector	3,858	4,099	4,340	4,581	4,822
R26	W/S Lead Tech/Equip Operator	3,582	3,806	4,030	4,254	4,478
R26	W/T Plant Operator	3,582	3,806	4,030	4,254	4,478
R26	Traffic Control Lead	3,582	3,806	4,030	4,254	4,478
R26	Equipment Operator/Lead/Park Lead	3,582	3,806	4,030	4,254	4,478
R24	W/S Tech	3,410	3,623	3,836	4,049	4,262
R24	Traffic Technician	3,410	3,623	3,836	4,049	4,262
R23	Street Technician	3,326	3,534	3,742	3,950	4,158
R19	Park Tech	3,014	3,203	3,391	3,580	3,768
R19	Department Assistant	3,014	3,203	3,391	3,580	3,768

2014 Two percent (2%) salary increase from 2013.

2015 Two percent (2%) salary increase from 2014.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Resolution finding specific emergencies and approving contracts for certain emergency work without formal bidding.

Agenda Item: _____

Dept. of Origin: Public Works – Operations

For Agenda of: May 7, 2013

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

Cost of Item: \$6,189.02

City Manager: Steve Taylor

AGENDA ITEM ATTACHEMENTS:

Proposed Resolution

SUMMARY STATEMENT:

This project was for the repair of the SR 411 and Catlin Street intersection which was caused by a failed storm sewer line creating safety and welfare concerns for the citizens. City staff lacked the equipment and resources to immediately repair the resulting sinkhole and distorted travel surface. This was an unbudgeted expense. Work took place March 19, and April 25, 2013.

FINANCIAL SUMMARY:

Lake Side Industries:

Original Contract Amount: \$4,355.89
Tax: \$ 344.11
Final Contract Amount: \$4,700.00

American Leak Detection:

Original Contract Amount: \$1,380.00
Tax: \$ 109.02
Final Contract Amount: \$1,489.02

RECOMMENDED ACTION:

Move to adopt this Resolution for emergency contract work performed at SR 411 and Catlin without formal bidding.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KELSO FINDING THE REPAIR OF SEWER MAIN IN SR 411 TO BE A SPECIFIC EMERGENCY AND APPROVE CONTRACTS FOR EMERGENCY REPAIR WORK WITHOUT FORMAL BIDDING.

WHEREAS, the law at RCW 39.04.280 recognizes emergencies which may justify exemption from bidding requirements on public works projects upon subsequent findings of the existence of the emergency; and

WHEREAS, the City has a duty to maintain the sewer and street systems in a safe manner to protect the public health, safety and welfare of its users; and

WHEREAS, the collapsed sewer main had the potential to cause damage to personal property or life in the resulting sink hole and roadway surface; and

WHEREAS, as a result of the foregoing emergency, the City of Kelso entered into the following contract in the absence of taking formal bids:

1. "American Leak Detection" entered into a contract with the City of Kelso for the location and leak detection of utilities, and to take all actions necessary in order to protect the public health and safety of its citizens.
2. "Lakeside Industries inc." entered into a contract with the City of Kelso for the surface restoration, and to take all actions necessary in order to protect the public health and safety of its citizens in repair of the sink hole to provide an acceptable safe and secure travel surface.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KELSO DO RESOLVE AS FOLLOWS:

Section 1. Factual Findings in Support of Contract Award. The City Council finds

the following:

1. A failed stormwater pipe was creating sub surface voids that caused a sanitary sewer line to collapse and develop a sink hole resulting in traffic safety and welfare concerns for SR 411 at Catlin Street on or about February 26th and April 25, 2013.
2. The sink hole surface was in imminent danger of falling and presented an immediate threat to property as well as the potential for bodily injury or loss of life if vehicles were to strike the hole and distorted surface.
3. City staff lacked the equipment and resources to immediately make the necessary repairs.

Section 2. Existence of Emergency. The City Council finds that the conditions created by the sink hole constituted an emergency that justified the waiver of the competitive bidding requirements and the immediate award of the contracts for repair services to address the emergency situation without formal public bidding.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2013.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

City of Kelso Railroad Crossing Study
Council Adoption

Agenda Item: _____

Dept. of Origin: Community Dev/Engineering

For Agenda of: May 7, 2013

PRESENTED BY:

Michael Kardas, P.E.
Community Development Director/City Engineer

Cost of Item: N/A

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Refer to the City of Kelso's web site for the entire report and project details.

<http://www.kelso.gov/document/city-kelso-railroad-crossing-study>

SUMMARY STATEMENT:

The City of Kelso Railroad Crossing Study was conducted to provide guidance to the City for the future location of a grade separated crossing of the Burlington Northern Santa Fe Railroad to serve southwest Kelso. The document outlines the environmental compliance, engineering design, right of way, and budget needs to construct this facility.

Council received a briefing on this project at the February 19th meeting. Mr. Tom Walsh of David Evans and Associates (DEA), the authors of the study, outlined the process pursued during the study preparation, the conclusions they reached and the recommendations they made.

We are currently working to identify funding sources to begin the environmental and preliminary project work. Adoption of this study by the Council adds credibility to this project in the pursuit of state and federal program monies.

FINANCIAL SUMMARY:

Funding for this study came from a \$300,000 federal grant. The original contract amount for this study is \$274,634 and will not be exceeded. DEA continues to assist the City with additional planning analysis and study support within this budget.

RECOMMENDED ACTION:

Staff recommends Council make a motion for the adoption of this study.