



## Napavine City Council & Staff

**Shawn O'Neill, Mayor**

*Brian Watson, Council Position #1*

*Ivan Wiediger, Council Position #2*

*Don Webster, Council Position #3*

*Heather Stewart, Council Position #4*

*Duane Crouse, Council Position #5*

**Staff Members:**

*Rachelle Denham, City Clerk*

*Bryan Morris, CD / PW Director*

*Jim Buzzard, City Attorney*

*Michelle Whitten, Treasurer*

*John Brockmueller, Police Chief*

# WORKSHOP NOTICE

**October 25, 2022 @ 5:00-6:00 p.m.**

**@ NAPAVINE CITY HALL**

**COUNCIL CHAMBERS**

### AGENDA:

- **2023 Budget Expenditures and Projects**



**CITY COUNCIL MEETING AGENDA**  
Tuesday – October 25, 2022 – 6:00 PM

Shawn O'Neill,  
Mayor  
[soneill@cityofnapavine.com](mailto:soneill@cityofnapavine.com)

Brian Watson,  
Council Position No.1  
[bwatson@cityofnapavine.com](mailto:bwatson@cityofnapavine.com)

Ivan Wiediger,  
Council Position No.2  
[iwiediger@cityofnapavine.com](mailto:iwiediger@cityofnapavine.com)

Don Webster,  
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Heather Stewart,  
Council Position No.4  
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Duane Crouse,  
Council Position No.5  
[dcrouse@cityofnapavine.com](mailto:dcrouse@cityofnapavine.com)

**Staff Members**

Rachelle Denham,  
City Clerk

Michelle Whitten,  
City Treasurer

Bryan Morris,  
PW Director  
Community Development

John Brockmueller,  
Chief of Police

Allen Unzelman  
Honorable Judge-Municipal Court

Jim Buzzard,  
Legal Counsel

**City of Napavine**  
407 Birch Ave SW  
P O Box 810  
Napavine, WA 98565  
360-262-3547

**City Website**  
[www.cityofnapavine.com](http://www.cityofnapavine.com)

**\*\*WORKSHOP-2023 BUDGET MEETING #1 @ 5:00-6:00 PM\*\***

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA – AS PRESENTED
  
- VI. APPROVAL OF MINUTES FROM THE REGULAR MEETING
  - 1) Regular Council Meeting Minutes– October 11, 2022
- VII. STAFF & COUNCIL REPORT
- VIII. EXECUTIVE SESSION
  - 1) UNION COLLECTIVE BARGAINING SESSION RCW 42.30.140 4(B) 2023-2025 CONTRACT NEGOTIATIONS
- IX. NEW BUSINESS
  - 1) Vouchers – M. Whitten
  - 2) Walsh Trucking Proposed Well – B. Morris
  - 3) ORD #634-Amendments to Chapter 17.28 relating to Permitted Use and Conditional Use
  - 4) Grant Agreement between Lewis County & City of Napavine Jefferson Sewer Station Project – R. Denham
  - 5) Resolution 22-10-134 2023-2025 Collective Bargaining Agreement
- X. CITIZEN COMMENTS – NON-AGENDA ITEMS
- XI. ADJOURNMENT – CLOSE OF MEETING

**Council Meeting is held in person and via Teleconference.**

**Teleconference Information**

**Dial-in number (US): (720) 740-9753**

**Access code: 8460198**

**To join the online meeting:**

**<https://join.freeconferencecall.com/rdenham8>**



**Clerk's Office**  
407 Birch Ave SW, P. O. Box 810  
Napavine, WA 98565  
Phone: (360) 262-3547  
Fax: (360) 262-9199  
[www.cityofnapavine.com](http://www.cityofnapavine.com)

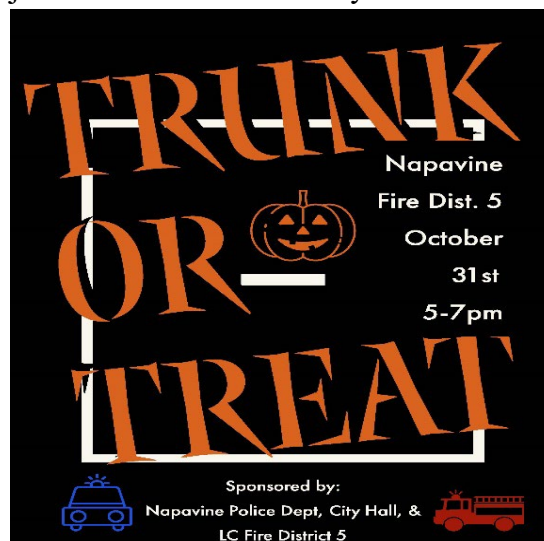
To: Mayor and City Council

From: Rachelle Denham, City Clerk

RE: Clerk's Report for Council Meeting, October 25,2022

**Clerk Report:**

- ❖ **REMINDER** – The Clerk's office attended the 2022 Visions Conference in Leavenworth October 11<sup>th</sup>-13<sup>th</sup>. All three of us learned some new things and was able to connect with other cities staff that utilize Vision software. Thank you for allowing our office to attend the conference!!!
- ❖ The .09 (Distressed Counties) committee recently approved the City of Napavine's Jefferson Sewer Station project grant funding in the amount of \$1,175,000.00. It will be presented to the Board of County Commissioner's (BOCC) meeting (tentatively scheduled for October 25<sup>th</sup>) for formal approval.
- ❖ **Trunk or Treat** – If you would like to bring your vehicle or come and handout candy, we'd love to have your join us! Please contact Judy at the Police Department if interested.





NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES

October 11, 2022, 6:00 P.M.

Napavine City Hall, 407 Birch Ave SW, Napavine, WA

**CALL TO ORDER:**

Mayor Shawn O’Neill called regular city council meeting to order at 6:02 pm.

**INVOCATION:**

Invocation was led by Bryan Morris.

**PLEDGE OF ALLEGIANCE:**

Mayor Shawn O’Neill led the flag salute.

**ROLL CALL:**

Council members present: Shawn O’Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Heather Stewart Councilor #4.

City staff members present: City Clerk- Rachele Denham, Treasurer – Michelle Whitten, PW/Comm Dev – Bryan Morris, Chief of Police – John Brockmueller.

**ROLL CALL:**

<b>MOVED:</b>	Ivan Wiediger	Motion: Excuse Councilor Don Webster and Duane Crouse
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

**CONSENT/APPROVAL OF AGENDA**

<b>MOVED:</b>	Brian Watson	Motion: Approval of Agenda- As Presented
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

**APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING**

<b>MOVED:</b>	Ivan Wiediger	Motion: Approval of Minutes - Regular Council Meeting, from the September 27, 2022, meeting
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

**STAFF & COUNCIL REPORTS:**

**John Brockmueller – Chief of Police**

- Stats provided in writing. Waiting on equipment to outfit the two patrol cars. Operations are normal.

**Rachelle Denham – City Clerk**

- Trunk or Treat event is October 31st 5-7 at the fire hall. Report is in writing.

**Bryan Morris – PW/Community Development**

- Chlorination is taking place 10/12 happens 2x year. Brenden gave resignation and brought on a temp utility worker. Deer Crossing signs will be going up next week on Rush Rd. Mayme Shaddock Park Agreement is being reviewed by admin and then sent to the attorney and hopefully will be on next council agenda. 643 Forest Napavine Rd draining wetlands 30 days is up sent to attorney and updates will be provided due to fines and penalties. The truck sold at auction.

**Jim Buzzard – Legal Counsel**

- Sports talk-Eatonville canceled game and thinks that Napavine should play Chehalis.

**Brian Watson – Council Position #1**

- Sports talk- Highschool football Napavine vs. Morton 45-0 / prior Saturday, Napavine vs. Bellingham 73-15. Volleyball won their game against Raymond and plays White Pass, 10/11 and Adna on 10/12, this will be a tough one.

**Deborah Graham-Planning Commission**

- Absent last meeting. There will be another workshop with school on November 7<sup>th</sup> at 5:00 PM.

**OLD BUSINESS**

**FUEL STATION MORATORIUM- R. DENHAM**

I have been working with WA State Commerce and the Notice of Intent to Adopt has been submitted for Expedited Review. Moving through the processes for anticipated adoption of city ordinance.

**NEW BUSINESS**

**VOUCHERS- M. WHITTEN**

*October 11, 2022, First Council Meeting, Accounts Payable: 37816-37841; \$67,776.16, Payroll Vendor: 37815; \$816.50, Electronic Payments dates EFT20221003-10; \$9,549.95, Electronic Payroll; EFT\*20221001-2/11-; \$37,789.80, ACH Direct Deposit: 9/29 Direct Deposit; \$27,760.35. Vouchers Grand Total: \$143,692.76.*

<b>MOVED:</b>	Ivan Wiediger	Motion: Approval of the Vouchers dated October 11, 2022, First Council Meeting
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried; 3 aye and 0 nay.	

**ORDINANCE 633 PAYMENT OF UTILITY SERVICE CHARGES – R. DENHAM**

**ORDINANCE NO. 633**

**AN ORDINANCE OF THE CITY OF NAPA VINE, WASHINGTON, AMENDING CHAPTER 13.12 OF THE NAPA VINE MUNICIPAL CODE CONCERNING PAYMENT OF UTILITY SERVICE CHARGES; AMENDING ORDINANCE NO. 568-A AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

<b>MOVED:</b>	Heather Stewart	Motion: Approval of Ord 633
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried; 3 aye and 0 nay.	

**ORD 635-REDUCING SPEED LIMIT TO 25 MPH: 600 BLOCK KOONTZ RD – R. DENHAM**

**ORDINANCE NO. 635**

**AN ORDINANCE OF THE CITY OF NAPA VINE, WASHINGTON, CHANGING THE MAXIMUM SPEED LIMIT ON A PORTION OF KOONTZ ROAD, and PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

<b>MOVED:</b>	Brian Watson	Motion: Approval of ORD 635
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried; 3 aye and 0 nay.	

**AM 22-10 TIB CRACK SEAL OVERAGE – B. MORRIS**

<b>MOVED:</b>	Ivan Wiediger	Motion: Approve overage of \$129.71
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried; 3 aye and 0 nay.	

**AM 22-11 CITY WATER CONNECTION 1153 RUSH RD – B. MORRIS**

<b>MOVED:</b>	Ivan Wiediger	Motion: Approve extension of hooking up to city water system until June 30, 2023
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried; 3 aye and 0 nay.	

**SET TIME FOR BUDGET WORKSHOP #1 ON OCTOBER 25, 2022 – M. WHITTEN**

<b>MOVED:</b>	Heather Stewart	Motion: Budget Workshop #1 will begin at 5:00 PM on October 25, 2022
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried; 3 aye and 0 nay.	

**CITIZEN COMMENTS – NON-AGENDA ITEMS:** No Comments

**ADJOURNMENT:**

<b>MOVED:</b>	Heather Stewart	Motion: To Adjourn – Close of Meeting
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: Meeting Adjourned at 6:28 p.m.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried; 3 aye and 0 nay.	

*These minutes are not verbatim. If so desired, a recording of this meeting is available at city hall or via the **link**. Technical issues with Free Conference Call online application, meeting was not recorded. Audible recording only.*



2022\_10\_11\_18\_02\_04.mp3

**Respectfully submitted,**

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor

407 Birch Ave SW, P. O. Box 810  
Napavine, WA 98565  
Phone: (360) 262-3547  
Fax: (360) 262-9199  
www.cityofnapavine.com



Shawn O'Neill, Mayor  
Rachelle Denham, Clerk

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## EXECUTIVE SESSION SCRIPT

Date: 10/25/2022 Starting Time: \_\_\_\_\_ am / pm

**“The [council] will now meet in executive session to discuss Union Collective Bargaining Session Contract Negotiations.** *(briefly describe the reason for going into executive session. Tie your description to the RCW) as allowed by RCW 42.30.140(4)(a).* *(Identify the RCW that applies, e.g., qualifications of a candidate for appointment to elective office pursuant to RCW 42.30.110(1)(h)).*

**“The [council] will be in executive session until \_\_\_\_\_ am / pm.”**

**“The [council] is/is not expected to take further action following the executive session.”**

*If an extension is required, the presiding officer must come out of the room in which the session is being held and make the following announcement:*

*(Time: \_\_\_\_\_ am / pm)*

**“The [council] is extending the executive session for a period of \_\_\_\_\_ minutes, until \_\_\_\_\_ am / pm”**

*(Ending Time: \_\_\_\_\_ am/pm)*

*After adjourning the executive session and at, but **not before**, the time you said you would come back:*

**“I call the regular/special meeting back to order.”**

*If there is further action to be taken, proceed with that action. If there is no further action, adjourn the meeting as you normally would.*

**Note:** *The governing body may hold executive sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening an executive session, the presiding officer must announce the purpose of the session and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the session is being extended.*

**\*Give this form to the city clerk upon completion.**



**COLLECTIVE BARGAINING  
AGREEMENT**



**BETWEEN  
TEAMSTERS UNION LOCAL #252**

**AND**

**City of Napavine**

January 1, 2023 – December 31, 2025

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## **1. INTRODUCTION**

### **1.1. Preamble**

**1.1.1.** This agreement is entered into by and between THE CITY OF NAPAVINE, WASHINGTON, a political subdivision of the State of Washington represented by the Mayor and City Council, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 252, hereinafter referred to as the "Union".

### **1.2. Purpose**

**1.2.1.** It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish standards of wages, hours, and working conditions.

## **2. RECOGNITION**

### **2.1. Scope of Bargaining Unit**

**2.1.1.** The Employer recognizes the Union as the exclusive bargaining representative for those purposes appropriate to the unit as stated in RCW 41.56 of regular full-time and part-time employees of the City of Napavine, excluding the City Clerk, and City Treasurer.

## **3. EMPLOYEE DEFINITIONS**

### **3.1. Regular Full-Time Employee**

**3.1.1.** An employee regularly scheduled to work an average of one hundred seventy-three & three tenths (173.3) hours per month and who has completed the six (6) month probationary period.

### **3.2. Regular Part-Time Employee**

**3.2.1.** An employee regularly scheduled to work less than one hundred seventy-three & three tenths (173.3), but greater than seventy-nine (79) hours per month and who has completed the six (6) month probationary period.

### **3.3. Probationary Employee**

**3.3.1.** An employee regularly scheduled to work either full or part-time who has not yet completed the proscribed six (6) month probationary period or in the case of police officers twelve (12) months (excluding the time spent in the Washington State Basic Law Enforcement Training Academy).

### **3.4. Casual Employee**

**3.4.1.** An employee scheduled to work less than eighty (80) hours per month.

### **3.5. Temporary/ Provisional Employee**

**3.5.1.** An employee hired on a temporary basis who may work full or part-time for a period not to exceed six (6) months in any one (1) calendar year. Such employees shall not be members of the bargaining unit and are excluded from all benefits provided for herein except for Vision payment as may be required by the Trust.

## **4. UNION SECURITY**

### **4.1. Membership**

**4.1.1.** The Employer and the Union agree that only Union Members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

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

**4.1.3.** The Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

### **4.2. Check Off of Union Dues and Initiation**

**4.2.1.** Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in Section 4.1.2., shall be likewise deducted and remitted to the appropriate charity.

**4.2.2.** Employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

## **5. MANAGEMENT RIGHTS**

### **5.1. Customary Functions**

**5.1.1.** Except as otherwise expressly limited by the terms of this Agreement, the Employer retains all its usual and exclusive rights, decision-making, prerogative, functions and authority connected with or in any way incidental to its responsibility to manage its affairs including directing the activities of the City, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, lay off, transfer, promote, discipline, discharge, and to determine work schedules and assign work.

### **5.2. Performance Standards**

**5.2.1.** The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. The Employer shall have the right to establish performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. Revisions of performance standards and/or policies may be made by the Employer with prior notification to the Union of at least thirty (30) days.

## **6. EMPLOYMENT POLICIES**

### **6.1. Liability**

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

### **6.2. Mileage Reimbursement**

**6.2.1.** An employee who, subject to prior approval of his or her supervisor, utilizes their personal vehicle for City business shall be reimbursed for mileage at the rate established by the State of Washington. Employees who elect to utilize their personal vehicle shall be required to carry minimum insurance liability requirements as required by State law. All reimbursable mileage shall originate from the City Hall except as provided for in Section 6.2.2. Claims for reimbursement must be submitted within the current payroll period, and pre-approved by the Employer.

**6.2.2.** If an employee attends a required meeting either on the way to work or on the way home and that trip exceeds the usual home-to-office distance, the Employer shall reimburse only for the excess mileage. In no case will mileage be paid in excess of actual miles driven.

### 6.3. Jury Duty

**6.3.1.** Employees shall be allowed time off without loss of pay for serving on jury duty. Employees shall be required to contact the Employer, and return to work if requested, when excused by the court prior to the end of his or her normal shift.

### 6.4. Leave of Absences

**6.4.1.** The Employer, at the Employer's sole discretion, may grant an unpaid leave of absence upon written request from an employee. Such leave shall be without wages, Health & Welfare benefits, or any acceleration of accrued benefits. COBRA Health & Welfare information shall be provided to the employee by the City Clerk-Treasurer. Requests for extensions of a leave of absence must be submitted at least thirty (30) calendar days in advance of the employee's expected return date. An employee shall have his or her seniority date adjusted by the duration of the leave, except in the case of an educational leave. Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

**6.4.2. Maternity Leave of Absence:** Maternity leave shall be granted in accordance with applicable state law and federal law.

**6.4.3. Washington State Paid Family and Medical Leave:** The Employer agrees to comply with all Washington State Paid Family and Medical Leave laws, per RCW: 50A.04.

**6.4.4. Medical Leave of Absence:** An employee who is injured on the job or has suffered an illness determined to be job related, and has expended all accrued leaves, may be granted a medical leave absence, upon request of an employee, up to a maximum of six (6) months. This unpaid medical leave of absence shall be at the sole discretion of the Employer. During the term of this leave, the Employer shall be entitled to request periodic updates from the employee's Health Care Provider as to the employee's recovery progress. There shall be no adjustment of the employee's seniority date. Upon return to work and full medical release, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists. This provision is not intended to waive or usurp any rights an employee may have under the Family Medical Act applicable state or federal law.

**6.4.5. Military Leave of Absence:** Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from city employment, not to exceed fifteen (15) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay.

**6.4.6 Domestic Violence Leave (RCW 49.76):** In accordance with the Washington Domestic Violence Leave law, Chapter 49.76 RCW: The City will provide reasonable leave from work, including leave on an intermittent or reduced-schedule basis, for an employee to:

- a) Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
- b) Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
- c) Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
- d) Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
- e) Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking. The employee may elect to use accruals, which includes using paid sick time available under RCW 49.46.210, or may take unpaid leave. Domestic violence leave, including documentation of such leave, will be applied and administered in accordance with the provisions of the State Domestic Violence Leave law. Nothing in this section will be construed to provide greater or lesser leave rights to employees who are victims of domestic violence, sexual assault, or stalking than those required by Chapter 49.76 RCW. Employees requesting Domestic Violence leave will be required to notify Clerk's Office for the required forms.

## **6.5. Disciplinary Investigations**

**6.5.1.** The Employer shall have the right to conduct Disciplinary investigations, with the scope and procedure of such investigations to be governed by the discipline action sections of the City of Napavine personnel policies as amended.

## **6.6. Personnel Files**

**6.6.1.** An employee shall have the right to inspect his or her personnel file with Employer or designee supervised inspection. Arrangement for such access shall be made upon mutual convenience of the Employer or designee and the employee. In no event shall the employee unilaterally remove or modify the content of such file. Nothing shall be placed in an employee's Personnel File without the employee being provided with a copy of such entry, and the opportunity to attach a rebuttal to the documentation.

**6.6.2** The City Clerk/HR is the official custodian of all the employee personnel records. This will include polygraph and psychological examinations which will be sealed and kept in a locked file cabinet. When files are removed, they will be tracked in a logbook.



## **6.7. Job Descriptions**

**6.7.1.** The Employer shall be required to provide current job descriptions for each employee classification of the department, were applicable. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

## **6.8. Training**

**6.8.1.** It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions as directed by the Employer or designee. All travel time for employees commuting to training outside of the employee's normal portal to portal travel shall be paid at the employee's applicable rate of pay. Employees who attend training which is conducted at a site over sixty (60) miles from the City of Napavine may elect to obtain lodging near the training site at the expense of the Employer.

**6.8.2.** The Employer will provide or have provided all training for employees as required by statute, legal mandate or Employer policy. Any employee attendance at training required by the Employer as a condition of employment shall be compensated at the employee's applicable rate of pay. The Employer shall reimburse the employee for all reasonable fees and costs associated with such training.

**6.8.3.** Voluntary attendance at non-required training courses, for the purpose of individual career advancement or enhancement, shall not be considered compensable work time provided that the following four (4) general principles are met:

- a) Attendance is outside the employee's regular working hours; and
- b) Attendance is in fact voluntary. (It is not voluntary if attendance is required by the Employer or if the employee is led to believe that non-attendance will prejudice working conditions or employment standing); and
- c) The employee does not perform productive work during such attendance; and
- d) The program, lecture, or meeting is not directly related to the employee's job.

**6.8.4.** Even if the program is directly related to the job, it may still be exempt if the training corresponds to that offered by independent bona fide institutions of learning. Training which is also mandated by the state or federal government as a condition of practice of the profession, where the training is not tailored to meet the particular needs of the Employer, need not be compensated by the Employer.

## **6.9. Union Activity**

**6.9.1.** Not more than two (2 ) bargaining unit members, comprised of shop stewards or other members selected by the Union, shall be allowed to participate in contract negotiations provided, however, no such attendance shall occur at a time where a critical service, as determined by the Employer or designee, to the public would be interrupted or withheld.

**6.9.2.** The Union shall be permitted to post appropriate meeting notices and general Union information on designated bulletin boards on the Employer's premises.

**6.9.3.** When the Union designates Shop Steward(s) it will notify the Employer of the employee(s) so designated within five (5) working days.

## **6.10. Bargaining Unit Work**

**6.10.1.** During the term of this Agreement, the Employer may contract out work which could be performed by the bargaining unit so long as such contracting of work does not directly cause the loss of an existing bargaining unit job position

## **6.11. Immunizations**

**6.11.1.** An employee, whose job duties may cause the employee to come into contact with blood borne pathogens, upon request of such employee, shall be provided with Hepatitis B immunizations in accordance with Blood Borne Pathogens Standards, to be paid for by the Employer.

**6.11.2.** Such employee shall be provided with the blood borne pathogens safety equipment as required by state or federal law. Each employee who may be at risk of job related infection shall be trained in blood borne pathogen protection.

## **6.12. Work Stoppage**

**6.12.1.** Nothing set forth in this Agreement shall be construed as to give public employees the right to strike.

# **7. COMPENSABLE HOURS**

## **7.1. Hours of Work**

**7.1.1.** The normal work week shall consist of five (5) eight (8) consecutive hour days, Monday through Friday, with two (2) consecutive days off or in the alternative four (4) ten (10) hour days with three (3) consecutive days off unless otherwise agreed upon by employee and department head. The requirement of consecutive days off may not apply when the Employer directs overtime service during that period. Notwithstanding the foregoing, an alternate shift schedule may be made by mutual agreement of the employee and the Employer. Police Officers may work a schedule other than Monday-Friday; however consecutive day off requirements shall still apply. The Employer shall provide an employee forty-eight (48) hours' notice for non-emergency schedule changes. Coverage for vacation, compensatory time off, holidays off or scheduling errors of the Employer shall not constitute an emergency. Hours worked with less than forty-eight (48) hours' notice of a mandated schedule change shall be compensated at time and one half (1.5) the employee's applicable rate of pay.

## **7.2. Overtime**

**7.2.1.** Actual hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Article 7.3. All overtime, excluding obligatory overtime, shall be pre-authorized by the Mayor or designee.

**7.2.2** Police Department employees: Actual hours worked in excess of eighty (80) hours in a two-week period.

**7.2.3.** Public Works employees placed into "On Call" status from 5:00 PM on Friday to 8:00AM on Monday or placed into "On Call" status for any City observed holiday shall receive \$2.50 (two dollars and fifty cents) per hour. This will compensate up to two (2) hours of labor. Additional hours actually worked shall be paid at time and one half (x1.5). "On Call" status will rotate through the Public Works employees on a routine schedule.

**7.2.4** Police Department employees placed into "On Call" Status shall receive \$2.50 (two dollars and fifty cents) per hour effective May 1, 2017. Police Department employees called back into duty while placed into "On Call" status shall be compensated at the overtime rate of pay for hours worked, and Police Department employees placed into "On-Call" status on an observed holiday shall work their normal shift at the regular rate of pay and the affected employee and the Chief of Police shall mutually agree on an alternate designated holiday off. If the employee is required to work the holiday agreed upon, the employee shall receive the appropriate holiday rate of pay.

## **7.3. Compensatory Time**

**7.3.1.** Upon approval of the Employer, an employee may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked and shall be subject to the following conditions.

**7.3.2.** An employee shall not be allowed to accumulate more than twenty (20) hours of compensatory time quarterly. Compensatory time is not cumulative from year to year; compensatory time not used in a quarterly basis or by the end of March, June, September, and December of each year shall be cashed out at the applicable rate of pay at the end of each quarter.

**7.3.3.** With the prior approval of the Employer, an employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing employee's current applicable rate of pay. A request for cash out of accrued compensatory time shall be made in writing, specifying the number of hours to be cashed out, and submitted to the Employer or designee for consideration on or before the cutoff date of the current payroll month.

**7.3.4.** Compensatory time off may be utilized in one quarter (1/4) hour or greater increments. Compensatory time off shall be scheduled with the approval of the Employer or designee. The Employer shall not schedule an employee off on compensatory time without the agreement of the employee.

7.3.5. The Employer shall make available an employee's compensatory time total upon reasonable request of the employee.

7.3.6. Once the scheduling of the taking of compensatory time off is approved, it may only be denied in the event of an emergency endangering or substantially impairing Employer services to the public, or in situations which have developed beyond the control of the Employer. Scheduling of compensatory time shall not pre-empt previously scheduled and approved vacation time.

#### 7.4. Rest & Lunch Breaks

7.4.1. An employee shall be permitted a paid fifteen (15) minute rest break for each four (4) hour work period. Rest breaks shall be scheduled as near as possible to the midpoint of each four (4) hour work period. An additional fifteen (15) minute rest period shall be granted for each additional two (2) hour increment that an employee is required to work beyond the employee's normal shift. Fifteen (15) minute rest breaks must be taken within the first four (4) hours and the last four (4) hours of the work schedule.

7.4.2. Non-police department employees, during the approximate midpoint of his/her shift, shall be entitled to either a one half (1/2) hour or one (1) hour non-paid lunch break, as determined by the Employer, depending upon the individual's work assignment. If such employee is directed to perform work during a portion of such break, such portion shall be subject to being deemed compensable paid time and the employee shall be compensated at the employee's applicable rate of pay. Police Department employees shall be entitled to a one half (1/2) hour meal break inclusive of his or her shift, provided however that should the employee not be able to take such break, no additional compensation shall be paid for such loss.

### 8. EMPLOYEE BENEFITS

#### 8.1. Holidays

8.1.1. The Employer and employees shall recognize twelve (13) holidays:

New Year's Day	January 1
M.L. King's Birthday	3rd Monday in January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25
* Floating Holiday(s) (2)	Employee request *

\* The floating holidays shall be a non-cumulative annual compensatory day off. New employees hired prior to July 1<sup>st</sup> will be entitled to two (2) days. New employees hired after July 1<sup>st</sup> will receive one (1) day. New employees hired in the fourth (4<sup>th</sup>) quarter of the year will not receive any floating holidays. The fourth (4<sup>th</sup>) quarter starts October 1<sup>st</sup>.

**8.1.2.** If a designated holiday falls upon a Saturday, the preceding Friday shall be observed as a paid day off. If the designated holiday falls upon a Sunday, the following Monday shall be observed as a paid day off.

**8.1.3.** An employee who is required by the Employer to work on a designated observed holiday, in addition to their normal monthly salary shall be paid for all hours worked at one and one half times the employee's regular hourly rate of pay.

**8.1.4.** For application of this provision, the designated holiday may not be the actual day of the holiday but may be the day recognized as the "City Hall Holiday".

**8.1.5.** Regular part-time employees shall receive pro rata holidays based upon the relationship of the hours regularly worked per week to forty (40) hours.

**8.1.6.** Police Officer Holiday Schedule: Beginning January 1 of each calendar year, full time police officers will receive holiday pay which will be added to your accruals as the holiday occurs. By mutual agreement of the Chief of Police and the Officer, may request that designated city holidays be utilized as vacation days, on days other than the designated holiday, in lieu of working them. If an officer is required to work on a designated observed holiday, the Officer will either be paid at the holiday rate, as per contract, OR, by mutual agreement between the Chief and Officer, the Officer may waive the holiday pay in lieu of taking the day off as a vacation day at a later time, the date to be mutually agreeable to both the Officer and the Chief of Police. The Chief of Police will make every effort to accommodate the Officer's request. Officer(s) may request to carry over any remaining unused holiday(s) at the end of each calendar year to the next year as vacation hours or may request to cash out any unused holiday(s) at the end of each calendar year at the Officer(s) straight hourly pay. End of year cash out requests must be submitted to the Treasurer's office by December 15<sup>th</sup> of each year.

If an Officer is called in to work a day which has been agreed to as a day off in lieu of a designated holiday, the Officer shall be compensated at the holiday rate of pay. Unless required as a result of an unforeseen city emergency, the Officer shall be given at least 72 hours advance notice of the requirement to work. Emergencies for this purpose are defined as situations in which the safety of the city would be at risk if the scheduling change is not implemented.

**8.1.7 Unpaid Holidays for reason of faith or conscience:** Employees are entitled to two unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days he or she wishes to take the two unpaid holidays after consultation with his/her Department Head. If an employee prefers to take the two unpaid holidays on specific days, the employee will be allowed to take those days off unless the absence would cause an "undue hardship" or the employee is necessary to maintain public safety. The term "undue hardship" has the same meaning as defined in WAC 82-56-020, as currently enacted and as amended.

The City will consider the following factors, on a case by case basis, when determining whether granting the request would cause an undue hardship:

- a) The number, composition, and structure of staff employed by the City or the requesting employee's department;
- b) The requesting employee's department or the City's financial resources;
- c) The number of other employees requesting leave on the same date(s);
- d) Impact on the City, the requesting employee's department, or public safety;
- e) Type of operations of the requesting employee's department;
- f) Nature of the employee's work;
- g) Deprivation of another employee's job preference or other benefit guaranteed by a bona fide seniority system or Collective Bargaining Agreement;
- h) Any other impact of the City's operation or requesting employee's department due to the employee's absence.

If possible, an employee should submit a request for an unpaid holiday to the employee's Department Head a minimum of two weeks before the requested day off. The Department Head will coordinate with Mayor to evaluate requests and consider the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" as set forth above. These unpaid holidays are available only during a single calendar year, and any unused days will not be carried over to subsequent years. The employee may elect to use vacation, personal days or "comp" time in lieu of unpaid time.

## 8.2. Vacation

**8.2.1.** All regular full-time employees shall accrue vacation in accordance with the following schedule. Eligible part-time employees shall accrue vacation on pro-rated basis. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

YEAR OF CITY SERVICE	ACCRUAL RATE PER MONTH	ACCRUAL RATE PER YEAR	CASH OUT LIMITATIONS
1	8.75	105	40
2	9.00	108	40
3	9.50	114	40
4	9.75	117	40
5	10.00	120	60
6	10.75	129	60
7	11.50	138	60
8	12.00	144	60
9	12.75	153	60
10	13.50	162	60
11	14.00	168	80

12	14.75	177	80
13	15.50	186	80
14	16.00	192	80
15	16.75	201	80
16	17.50	210	80
17	18.00	216	80
18	18.75	225	100
19	19.50	234	100
20	20.00	240	100

**8.2.2.** Vacation may be utilized in one quarter (1/4) hour or greater increments.

**8.2.3.** Once scheduled, an employee's vacation shall not be changed without mutual agreement of the Employer and employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors or the payment of overtime to fill vacant shifts.

**8.2.4.** Annual leave may be accrued to a maximum of two hundred and forty (240) hours at the end of each calendar year. Any accrued annual leave over the two hundred and forty (240) hours balance at the beginning of each calendar year shall be cashed out at the individual's straight rate of pay. Employees who retire, suffers termination of employment, or is laid off shall be paid at the ensuring payday all earned hours at the individual's straight time hourly rate. Upon death of an employee, all compensation shall be paid to the surviving spouse, state registered domestic partner, beneficiary or to the estate of the employee. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable. Employees may cash out a minimum of forty (40) hours to a maximum of one hundred (100) hours based upon length of service (per chart above) of accrued annual leave at the first payday in November of each year at the individual's straight time hourly rate. These requests must be submitted in writing to the Treasurer's office utilizing the appropriate form provided by the Employer by October 31<sup>st</sup> of each year.

**8.2.5.** In the event a scheduled vacation is canceled by the Employer, or a vacation request is denied by the Employer by reason of operational requirements, and in the event such cancellation or denial impacts the maximum accrual limit, at the discretion of the Employer and/or designee, the employee shall either be allowed to accrue above the maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay. In the event that the Employer and/or designee permits the accrual ceiling to be exceeded, the employee must pull back within the accrual maximum limit within ninety (90) days of the date of exceeding the maximum, or the last day of employment. The Employer and/or designee shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period. If the employee is not permitted to pull back within the ninety (90) day period, the excess shall be paid in wages. The Employer shall not schedule an employee on vacation unless an employee has requested said time off.

**8.2.6** As of January 1, 2023, all employee vacation accrual banks will be rounded up to the next quarter hour increment to be compatible with the Employer's new timecard software.

### **8.3. Vacation/Sick Leave Transfer**

**8.3.1.** Any regular full-time or part-time employee may transfer a portion of his/her accrued annual leave (vacation) or accrued sick leave to another regular full-time or part-time employee. This transfer is contingent upon approval by the Employer or designee for both the employee authorizing and the employee receiving the transfer. The transfer is further restricted for the purposes of catastrophic or extended illness.

**8.3.2.** No employee may transfer annual leave or sick leave time to another if such transfer would leave the transferring employee less than forty (40) hours of credited annual leave, either sick, vacation or a combination of both.

**8.3.3.** The employee transferring the annual leave or sick leave time shall authorize the transfer in writing. Copies of the written authorization shall be provided to the Employer. This voluntary transfer of leave time, once authorized, is final, provided that should the receiving employee not use the transferred annual leave or sick leave due to death, illness recovery, separation from employment, such transferred leave time shall revert back to the transferring employee. Annual leave or sick leave time transferred by qualifying employees shall be transferred in increments equal to the total number of hours in the workday of the employee transferring the leave time. The hours transferred shall be converted to dollars at the hourly rate of pay for the transferring employee. Once transferred, they shall be reconverted to hours based on the receiving employee's hourly rate of pay. This process shall be reversed in cases of revision of time.

**8.3.4.** The transfer of annual leave or sick leave time shall only occur if the receiving employee is suffering from an injury, illness or disability preventing the employee's return to work and that employee has exhausted all of his/her accumulated annual leave time, sick leave time, float day compensatory leave time, or other leave with pay to which that employee is entitled.

**8.3.5.** Transfer of leave time may also be used for any employee whose immediate family member: i.e., spouse or child, suffers from an catastrophic injury, illness or disability preventing the employee's return to work and that employee has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, and other leave with pay to which that employee is entitled.

**8.3.6.** Any and all transferred annual leave hours are expressly excluded from termination annual leave pay-off provisions.

### **8.4. Health and Welfare Insurance**

**8.4.1. Medical, Vision & Dental:** Effective December 1, 2022, the total monthly premium contribution for full and part time employees for all health and welfare plans shall be nine hundred fifty dollars (\$950.00) Effective December 1, 2023 total monthly premium contribution will go up to cover annual increase of the employee's contribution. Effective December 1, 2024, the total monthly premium contribution will go up to cover any annual increase to cover the employee's contribution.



<b>Medical Plan AWC First Health</b>	
Active Employee	
Spouse	
First Dependent	
Second Dependent	

<b>Medical Plan Group Health \$10 Copay</b>	
Active Employee	
Spouse	
First Dependent	
Second Dependent	

<b>AWC Dental - Plan J</b>	
Employee Only	
Employee & 1 dependent	
Employee & 2 or more dependents	

<b>Teamsters Vision – Plan EXT</b>	
Family	\$17.10

**8.4.2.** Employees shall have the option, at the next enrollment period, in December, to consider insurance plan options provided by the city.

**8.4.3.** Effective January 1, 2023 based upon December 2022 hours, the Employer shall contribute the sum required to the Washington Teamsters Welfare Trust for each eligible employee covered by this agreement, who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust offices in Seattle, Washington by the 10th day of each month.

**8.4.4.** The employees may at any time during the duration of this Agreement, elect by majority vote to adjust the coverage outlined above, or switch to alternate Teamsters Medical Plan as long as the City is given enough time to make the change without causing a hardship. The City obligation for payment shall remain as set forth above.

**8.5. Bereavement Leave**

**8.5.1.** Up to five (5) days with pay shall be granted without any sick leave debit in the case of a death of the employee’s “immediate family”. "Immediate Family" shall include employee’s parents, spouse, registered domestic partner, child, stepchild, brother or sister, mother or father-in-law, son or daughter in-law, grandparent, grandchild, or a more distant relative if living with and as a member of the employees’ immediate household and other relatives as approved by the Department Head or his/her designee. These days may be used consecutively or intermittently within ninety (90) days of the qualifying event or mutually agreed upon by Department Head or the Mayor.

## **8.6. Sick Leave**

**8.6.1.** With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours per month. Part-time employees shall have this benefit prorated based upon actual hours worked each month. All employees are eligible to accrue sick leave to a cap of one thousand and forty (1040) hours. Employees will continue to accrue sick leave hours over the cap during the calendar year. Any accrued sick leave hours over the one thousand and forty (1040) hours balance at the beginning of each calendar year will be lost.

**8.6.2.** An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, or grandchild, and/or person who is a non-pecuniary resident the employee's household. An employee may use accrued sick leave for childbirth purposes.

**8.6.3.** An employee who takes more than three (3) workdays' sick leave for any one illness for self or for illness in the immediate family may be required by the Employer or designee to produce a letter from a medical doctor verifying the illness or necessity of attendance. The Employer may ask for an independent Doctor's opinion of their choice at no cost to the employee.

**8.6.4.** During a period of interrupted service for occupational injury or occupational illness, the employee may, at his/her option, be paid from accrued benefits the full difference between Workers' Compensation and the amount the employee would have received for regularly scheduled work. This will be accomplished by making a deduction from accrued sick leave or accrued annual leave in units of at least one (1) hour so long as such accrued leave is available. The employee's election must be timely made so as to provide notice sufficient for the Employer to make necessary payroll deductions.

**8.6.5.** An employee may elect to use accrued annual or sick leave during the initial three (3) days of a period of absence due to occupational injury or qualifying occupational illness. Should the employee initially elect to use sick leave and later qualify for and receive Workers Compensation time loss payments which include compensation for this initial three (3) day period of absence, the time loss payment receive for the initial period must be credited to the employee's sick leave account.

**8.6.6.** An employee who suffers an occupational injury and/or qualifying occupational illness is expected to seek, to return to, and it shall be the policy of the Employer to offer, any open and available position in the employee's department for which the employee is able to work in the available position. Prior to returning to active service, an employee must provide a written certification from his/her health care provider that the employee is able to perform his usual work, or such available work as may be made assigned by the Employer. Such certification shall be provided to the employee's department head and forwarded to the Mayor prior to the employee's performance of duties.

**8.6.7.** An employee who becomes ill while on vacation and requires medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes to the Employer documentation issued by a health care provider if requested.

## **8.7. Call Time**

**8.7.1.** Employees shall receive overtime pay if their normal shift is completed or if they are “on call” status and they are called out to perform additional work by their supervisor, Department Head and/or Mayor. In the case of Police Department and Public Works personnel they may be called out by Lewis County E-911 dispatch “call out”. There will be a guarantee of one (1) hour’s pay from time of call-in service. Such guarantee shall be two (2) hours in the event the employee is on his or her day off at the time of call-in. Any time over such guarantee will be paid for the actual time worked at the applicable hourly rate of pay.

## **8.8. Court Time**

**8.8.1.** If an employee is subpoenaed or caused by notice to appear in court by the Employer, a county prosecutor’s office, municipal court, federal court, or by a subpoena of a criminal defendant for the purpose of providing, on behalf of the calling party, testimony on facts or events arising out of the employee’s official employment with the Employer, all mandated court appearance time shall be compensated by the Employer at the employee’s applicable rate of pay. Any compensation received from the court shall be refunded to the Employer. It is understood that any time compensated under this provision shall be inclusive with compensation under Section 8.8.3.

**8.8.2.** In civil cases, if the employee is called by a party, other than the Employer, the employee shall be solely responsible for making compensation arrangements with the party calling him or her, and such time in court attendance shall not be paid by the Employer, however, the employee may utilize, subject to compliance with employee leave procedures, accrued annual leave, compensatory time, or time off without pay. All civil case court attendance during the employee’s work shift hours shall be subject to approval in advance by the employee’s supervisor.

**8.8.3.** Compensable court time while off duty will be paid at a minimum of two (2) hours at time and one-half the employee’s regular rate of pay. Any additional time spent in court or hearing will be subject to pay at the applicable rate of pay. Any part of an hour constitutes one (1) full hour. The hourly minimums shall not apply to hours worked consecutively prior to or after the employee’s regularly scheduled hours of work.

**8.8.4.** The minimums shall be applicable when an employee is directed to appear. In the event a scheduled court case is canceled with less than twelve (12) hours actual notice being provided to the employee. As a condition to the right to receive compensation under this article, an employee must have contacted the City’s trial scheduling personnel between 1600 and 1700 hours on the last court day prior to the trial day, in order to determine whether the employee’s presence at trial is needed.

## **8.9. Uniforms and Equipment**

**8.9.1.** The Employer shall provide required uniforms and equipment to each Uniformed Officer. Purchases of uniforms and equipment shall be pre-approved by the Chief of Police.

**8.9.2.** The Employer agrees to replace or repair uniforms or equipment (inclusive of personal equipment) which are damaged, destroyed, or lost in the line of duty when the actions which

cause the loss are beyond the employee's control. Items being replaced must be turned over to the Employer upon receipt of the replacement item(s).

**8.9.3** The Employer shall provide for an annual boot allowance to each employee of the Public Works Department in the amount of one hundred and fifty (\$150.00) payable by the last paycheck in March.

## **8.10 Inclement Weather**

**8.10.1** When inclement weather conditions causes the Employer to curtail services, employees shall receive their daily pay provided the employee reports to work and remains on duty of their scheduled work day unless the Employer sends them home.

## **9. EMPLOYEE DISCIPLINE**

### **9.1. Just Cause**

**9.1.1.** All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the first six (6) months of a general employee's and the first twelve (12) months of a police officer's employment with the Employer excluding time attending the Washington State Criminal Justice Academy, during which time the employment status shall be strictly at will.

### **9.2. Types of Discipline**

**9.2.1.** Listed, but without limitation, the forms of discipline shall generally include the following:

**9.2.2. Oral Warning:** This type of discipline should generally be used for infractions of relatively minor degree. The Employer and/or designee should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures.

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

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

**9.2.5. Suspension:** This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or corrected performance. The Employer shall inform the employee in

writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

**9.2.6. Discharge:** This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action, according to City Policy 9.2 adopted by Ordinance 289 on November 23, 1999. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination

## **10. GRIEVANCE PROCEDURE**

### **10.1. Purpose**

**10.1.1.** The purpose of this grievance procedure is to provide a procedural means for resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this Agreement.

### **10.2. Processing Parameters**

**10.2.1.** The employee and/or the Union may elect to use this grievance procedure whenever the employee and/or the Union believes a misapplication or misinterpretation of the Agreement has aggrieved them or when it appears that disciplinary action has been initiated that appears to be without just cause.

**10.2.2.** The written grievance must be filed with the appropriate department head and/or designee within thirty (30) calendar days of when the aggrieved employee knew or should have known of the occurrence of such action or inaction. Failure to file within said timelines shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein shall cause the previously filed grievance to become moot and incapable of further redress. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

**10.2.3.** Disciplinary action, other than property loss, (i.e. accrued sick leave, or vacation debit, suspension, demotion, or discharge) shall not immediately proceed to arbitration. Such action shall be held in abeyance and be subject to resolution by arbitration only if such prior discipline is being relied upon by the Employer in the case of subsequent disciplinary action, in which case, the grievance which was held in abeyance will be adjudicated at the arbitration prior to the adjudication of the discipline imposed.

**10.2.4.** Failure of the Employer to act by response within the time deadline set forth herein shall enable the employee/Union to proceed to the next step in this procedure, as outlined in Section 10.3.

### 10.3. Processing Steps

**10.3.1. Step One:** The Union, on behalf of the aggrieved employee, shall submit the grievance in writing to the appropriate department head and or designee for resolution. The written statement shall include the section(s) of the Agreement allegedly violated, the facts, and the remedy sought. The department head and/or designee shall respond in writing within ten (10) calendar days setting forth his/her position on the dispute.

**10.3.2. Step Two:** Should Step One fail to resolve the dispute, the Union shall, within ten (10) calendar days after receipt of the department head's response, submit the grievance in writing to the Mayor for resolution. The Mayor shall respond in writing within thirty (30) calendar days after the following receipt of the Union's grievance.

**10.3.3. Step Three:** Any grievance which is not resolved at Step Two, may then be subject to arbitration if demanded within fourteen (14) calendar days after the Union's receipt of the Mayor's decision.

### 10.4. Arbitration

**10.4.1.** Either party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute. In cases of suspension and/or termination, the parties may request a list of eleven (11) independent arbitrators from the Federal Mediation and Conciliation Service (FMCS) Such list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. The alternate striking order of Union and Employer shall be determined by a flip of the coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Step Three and will be accompanied by the following information.

- a) question or questions at issue;
- b) statement of facts, and;
- c) position of each respective party.
- d) copies of grievance and related correspondence.

**10.4.2.** In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.

c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the Employer which is beyond its jurisdiction.

d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of grievance.

e) Each party shall bear the cost of presenting its own case.

f) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

g) The arbitrator's decision shall be made in writing and shall be issued to the parties.

## **11. EMPLOYEE COMPENSATION**

### **11.1. Classifications and Salary Schedule**

11.1.1. The 2023 through 2025 salary schedule is attached as an Appendix and employees shall be paid accordingly.

### **11.2. Pay day**

11.2.1. All employees will be paid twice a month on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of the month.

### **11.3. Working Out of Classification**

11.3.1. Any employee assigned in writing to work out of classification, in a higher paid classification, by direction of the Employer or designee, for a continuous period of time in excess of thirty-nine (39) hours shall be compensated for all hours worked by having his or her salary adjusted by adding a ten percent (10%) to his or her base wage, for all hours worked in said capacity. After sixty (60) calendar days an employees' salary adjustment would increase by fifteen (15) percent. After one hundred twenty (120) calendar days an employees' salary adjustment would increase by twenty (20%) percent.

11.3.2. It shall be the employee's responsibility to notify the employer of the claim for this working out of classification pay by means of submission of the claim on an applicable monthly time reporting system. Any claim not so noted within thirty (30) calendar days of the time of accrual shall be void. Notwithstanding the foregoing, employees participating in cross-training and employees performing momentary tasks in the higher classification by reason of fill in for the absent higher classification employee shall not be entitled to working out of classification pay.

#### 11.4. Longevity Pay

11.4.1. For each year of continuous service with this Employer, as measured by the employee's original date of hire, the employee shall receive longevity pay as outlined below beginning after completion of the forty-eighth month of employment. Part-time employees shall have this benefit prorated based upon actual hours worked each month.

At five years	\$20.00 per month
At six years	\$30.00 per month
At seven years	\$40.00 per month
At eight years	\$50.00 per month
At nine years	\$60.00 per month
At ten years	\$70.00 per month

And an additional \$10.00 per month for each year after ten.

#### 11.5. Tuition Reimbursement

11.5.1. The Employer is desirous of having employees participate in courses and training opportunities to enhance their skills and enable them to advance to other positions. Accordingly, it shall be the Employer's goal to assist regular employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

11.5.2. To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Employer or designee.

11.5.3. An employee requesting tuition reimbursement must submit a written application showing:

- a) the course curriculum description;
- b) dates and times of classes;
- c) duration of the course;
- d) narrative statement of how the course will benefit the Employer as well as the employee.

11.5.4. When an employee's application is approved, the reimbursement will be for tuition only if and when:

- a) the course is completed within six (6) months of approval;
- b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better.
- c) the Mayor shall have discretion to forgive this clause in the case of an unforeseen event beyond the employee's control if they cannot complete the course. The maximum reimbursement shall be five hundred dollars (\$500.00) per calendar year.



**11.5.5.** Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be borne by the employee.

## **11.6. Deferred Compensation Plan**

**11.6.1.** For those employees who elect to participate in a deferred compensation plan, the Employer shall match contributions to said plan up to fifty percent (50%) of the employees' deferral amount not to exceed three hundred dollars (\$300.00) per monthly payroll period.

## **12. SENIORITY**

### **12.1. Seniority Standing**

**12.1.1.** Each employee shall have seniority standing equal to such employee's continuous length of service with this Employer in a position within the bargaining unit. A seniority list shall be attached to this agreement as Appendix A.

**12.1.2.** Seniority shall be terminated by separation from City employment whether by discharge or resignation. Seniority shall be adjusted by the duration of absence in cases of Employer granted leave of absence unless specified differently in this Agreement. An Employer granted leave of absence due to illness and/or disability shall not result in an adjustment of the employee's seniority date.

## **13. REDUCTION IN FORCE**

### **13.1. Lay-Off Procedure**

**13.1.1.** In the event of a lay-off, employees shall be laid off in reverse order of seniority within their employment classification. No full-time or regular part-time employee shall be laid off while there are any temporary employees working within the scope of the bargaining unit.

**13.1.2.** An employee laid-off shall be recalled in reverse order of their lay-off, i.e., last laid off, first to be recalled. An employee laid-off shall be entitled to be recalled, before any new employees are hired, when positions are available within the bargaining unit for which the laid-off employee is qualified. The recall preference shall extend for twelve (12) months following the layoff.

**13.1.3.** Where employees have the same seniority date, ties shall be broken by the level of placement on the Employer's hiring list, with the higher list position resulting the highest seniority placing.

**13.1.4.** An employee displaced from his or her job because of a reduction in force or in a reorganization of the Department shall have the right to bump the least senior employee in the same or next lower paid classification who has less seniority than the bumping employee, provided that the employee is qualified to fulfill the duties of the lesser position. Such employee qualification shall be determined on a case by case basis. An employee shall have

the right to utilize the grievance procedure to address disagreements which may arise over the issue of qualifications.

**13.1.5.** The bumping employee shall be allowed up to a thirty (30) calendar day trial service period in the position to which he or she has bumped. If the employee fails to complete the trial service period successfully, he or she shall be laid off and the employee laid off, due to the bumping is subject to be recalled.

**13.1.6.** Layoff notices shall be in writing and shall be provided to an affected employee at least thirty (30) calendar days in advance of the layoff date. An employee must indicate his or her desire to bump at least fifteen (15) calendar days after receiving notice.

**13.1.7.** An employee shall exercise bumping rights only to positions covered by this bargaining unit.

**13.1.8.** An employee shall be placed on the salary range of the classification to which they have bumped and shall be placed a step commensurate with the employee's years of service with the Employer.

**13.1.9** An employee may only bump or displace another employee within the department they were hired.

## **14. SEVERABILITY**

### **14.1. Repealer in Conflict with Law**

**14.1.1.** In the event that any portion of this Agreement is held contrary to Federal or State statute or law, such portion shall be null and void, provided, however, that negotiations shall be immediately reopened by the parties pertaining only to that portion which is held contrary to law.

## **15. DURATION OF AGREEMENT**

**15.1.** This Agreement shall be effective on January 1, 2023 and shall remain in full force and effect until the 31st day of December 2025.

**15.2.** Either party to this Agreement may initiate collective bargaining over any changes desired to be introduced into a successor agreement by giving notice of the substance and instrumental language of the changes by mail to the other party within the following time frame: Union proposal to be submitted not later than August 31 of the last year of this Agreement; Employer's proposal to be presented not later than September 15 the last year of this Agreement. The first negotiation meeting shall be held not later than October 1 of the last year of this Agreement.

Dated this \_\_\_\_\_ day of October, 2022.

**FOR TEAMSTERS UNION LOCAL NO. 252:**

**FOR THE CITY OF NAPAVINE:**

\_\_\_\_\_  
Brian Blaisdell, Secretary/Treasurer

\_\_\_\_\_  
Shawn O'Neil, Mayor

\_\_\_\_\_  
Heather Slusher, Business Agent

**16. APPENDIX A - Salary Schedules**

**16.1 January 1, 2023 Wage Scale:**

Monthly Wage 2023	Step A	Step B	Step C	Step D	Step E
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37+ mos
Director of PW	\$5,257.63	\$5,453.35	\$5,780.92	\$6,093.15	\$6,511.12
Field Foreman	\$4,940.01	\$5,210.38	\$5,345.57	\$5,480.75	\$5,615.93
Utility Worker	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Deputy Clerk	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Clerk	\$3,659.34	\$3,806.14	\$4,016.27	\$4,312.78	\$4,545.94
Planner	\$4,624.59	\$4,940.01	\$5,075.20	\$5,345.57	\$5,615.93
Court Administrator	\$4,812.30	\$4,964.01	\$5,240.11	\$5,493.32	\$5,806.48
Court Clerk	\$3,812.90	\$3,959.71	\$4,169.84	\$4,466.33	\$4,703.06
Building Inspector	\$4,940.01	\$5,210.38	\$5,345.57	\$5,480.75	\$5,615.93
CSO/Parks/Maint.	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Police Clerk	\$3,805.07	\$3,959.70	\$4,169.83	\$4,466.32	\$4,699.48
Administrative Asst	\$3,805.08	\$3,972.20	\$4,149.64	\$4,337.39	\$4,535.45
Executive Assist.	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Police Chief	\$7,608.34	\$7,798.54	\$7,993.50	\$8,193.26	\$8,398.09

Monthly Wage 2023	Step A	Step B	Step C	Step D	Step E
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37+ mos
Patrol Officer	\$4,555.83	\$4,749.62	\$5,043.07	\$5,434.80	\$5,725.25
Patrol Sgt.	\$5,239.20	\$5,462.06	\$5,799.52	\$6,250.03	\$6,584.04

**16.2 January 1, 2024 Wage Scale:**

Monthly Wage 2024	Step A	Step B	Step C	Step D	Step E
Classification	0-6 mos	7-12 mos	13-24 mos	25-36 mos	37+ mos
Director of PW	\$5,573.08	\$5,780.55	\$6,127.77	\$6,458.74	\$6,901.79
Field Foreman	\$5,236.41	\$5,523.00	\$5,666.31	\$5,809.60	\$5,952.88
Utility Worker	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Deputy Clerk	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Clerk	\$3,878.90	\$4,034.51	\$4,257.24	\$4,571.55	\$4,818.69

Planner	\$4,902.06	\$5,236.41	\$5,379.71	\$5,666.31	\$5,952.88
Court Administrator	\$5,101.04	\$5,261.85	\$5,554.52	\$5,822.92	\$6,154.87
Court Clerk	\$4,041.67	\$4,197.30	\$4,420.03	\$4,734.31	\$4,985.24
Building Inspector	\$5,236.41	\$5,523.00	\$5,666.31	\$5,809.60	\$5,952.88
CSO/Parks/Maint.	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Police Clerk	\$4,033.37	\$4,197.29	\$4,420.01	\$4,734.30	\$4,981.44
Administrative Asst	\$4,033.38	\$4,210.53	\$4,398.62	\$4,597.63	\$4,807.58
Executive Assist.	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Police Chief	\$8,064.84	\$8,266.45	\$8,473.11	\$8,684.86	\$8,901.98
Patrol Officer	\$4,829.18	\$5,034.59	\$5,345.65	\$5,760.89	\$6,068.76
Patrol Sgt.	\$5,553.55	\$5,789.78	\$6,147.49	\$6,625.03	\$6,979.08

**16.2 January 1, 2025 Wage Scale:**

<b>Monthly Wage 2025</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37+ mos</b>
Director of PW	\$5,907.47	\$6,127.38	\$6,495.44	\$6,846.27	\$7,315.89
Field Foreman	\$5,550.60	\$5,854.38	\$6,006.28	\$6,158.17	\$6,310.06
Utility Worker	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Deputy Clerk	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Clerk	\$4,111.63	\$4,276.58	\$4,512.68	\$4,845.84	\$5,107.81
Planner	\$5,196.19	\$5,550.60	\$5,702.50	\$6,006.28	\$6,310.06
Court Administrator	\$5,407.10	\$5,577.57	\$5,887.79	\$6,172.30	\$6,524.16
Court Clerk	\$4,284.17	\$4,449.13	\$4,685.23	\$5,018.37	\$5,284.36
Building Inspector	\$5,550.60	\$5,854.38	\$6,006.28	\$6,158.17	\$6,310.06
CSO/Parks/Maint.	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Police Clerk	\$4,275.37	\$4,449.12	\$4,685.22	\$5,018.36	\$5,280.33
Administrative Asst	\$4,275.38	\$4,463.16	\$4,662.54	\$4,873.49	\$5,096.04
Executive Assist.	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Police Chief	\$8,548.73	\$8,762.44	\$8,981.50	\$9,205.95	\$9,436.10
Patrol Officer	\$5,118.93	\$5,336.67	\$5,666.39	\$6,106.54	\$6,432.89
Patrol Sgt.	\$5,886.76	\$6,137.17	\$6,516.34	\$7,022.53	\$7,397.82

## **17. SPECIALTY ASSIGNMENT PAY:**

### **17.1. Court Employees**

**17.1.1.** The following language shall apply to the Court Administrator position only. The Court Employees serve at the pleasure of the Judge. Should the Court Administrator file a grievance against the City concerning wages or benefits, the grievance shall proceed through step 1, 2, and 3 of the Grievance Procedure. Other forms of discipline may be appealed through Step 1 and 2 of the grievance procedures and the decision of the Municipal Court Judge shall be final per court rule GR 29.

**17.1.2** The Municipal Court is the judicial branch of City government and the operations of the Court are separate from the operations of other City departments. Accordingly, in this Agreement the Court is responsible for the hours, working conditions, staffing, and discipline of all court employees. The Judge shall have hiring and firing authority over all court staff recognizing however, that they are employees of the City and the employees are subject to the personnel policies of the City, and to ordinances related to employees working within the City Hall. The judge agrees to consult with the Mayor prior to any hiring/firing decision, and to promptly notify the City of any action taken; The City is responsible for the wages and benefits of all court employees. Court clerks report to the Court Administrator. Should a court employee file a grievance against the City concerning wages or benefits, the grievance shall proceed through Steps 1,2, and 3 of the Grievance Procedure. Other forms of discipline may be appealed through Step 1 and 2 of the Grievance Procedure and the decision of the Municipal Court Judge shall be final per court rule GR 29. It is the responsibility of the court administrator to present all contracts, grants, and agreements forth to the authoritative responsible party of City for approving signature of such document.

### **17.2 Community Development Director Duties**

**17.2.1** The following language shall apply to the Community Development Director position only: The City shall offer specific and substantial portions of the Community Development Director to another employee until that position reverts back to a full-time position. The City shall offer a stipend amount to another employee of the City performing the tasks.

- a) The City and Union mutually agree that the assigned tasks of Community Development Director shall be compensated in the form of a stipend in the amount of \$22,500 per year after the employee assigned the tasks accepts and is willing to perform the additional tasks.
- b) The stipend amount is subject to the 2024 six percent (6%) increase and the 2025 six percent (6%) increase.
- c) If the City agrees that if, in the future, the Director of Community Development returns to a fulltime status, the City voluntarily recognized such position as being within the Teamsters Bargaining Unit.

### **17.3 Step Advancement Qualifiers**

**17.3.1.** The Employer, at the Employer's sole discretion, may start new hires at any Step of the salary schedule depending on the employee's experience and job qualifications. After their six (6) month evaluation and annually thereafter on their anniversary date the employee may then advance a step each year at the discretion of the Employer.

### **17.4 Public Works Department Certifications**

**17.4.1** The Employer agrees to pay fifty dollars (\$50.00) per certification that pertains to the job duties, up to five (5) certificates. The employee must be employed by the Employer for a period of one (1) year before they are eligible for this benefit, unless otherwise recommended by the supervisor. All qualifying certificates received prior to the one (1) year of employment will apply once the one (1) year is met. Certifications over and above job requirements with prior approval from the Director and Mayor or designee will qualify for incentive pay. Proof of certification must be provided to the city clerk and the incentive pay will be effective the following pay period.

### **17.5. Computation of Hourly Rates of Pay**

**17.5.1.** The employee's individual hourly rate of pay, for application under this agreement, shall be computed by multiplying the monthly base salary by twelve (12) and dividing the total by two thousand eighty (2080) hours.

### **17.6 Computation of Overtime Rates of Pay**

**17.6.1.** The employee's individual overtime rate of pay, for application under this agreement, shall be computed by adding all premium or incentive pay to the monthly salary and dividing this total by one hundred seventy-three and three tenths (173.3), then multiplying by one and one-half (1.5).

# Voucher Report

October 25, 2022 October 2nd Meeting

Reference	Date	Amount	Notes
<b>Reference Number: 37843</b>	<b>911 Supply Public Safety Gear &amp; Appar</b>	<b>\$2,337.38</b>	
INV-2-22662	10/6/2022	\$1,823.99	Body Armor Macomber
INV-2-22685	10/6/2022	\$116.41	Patrol Uniforms Dress Pant Chief
INV-2-22944	10/6/2022	\$396.98	Patrol Uniforms Boots for Chief
<b>Reference Number: 37844</b>	<b>All Seal</b>	<b>\$42,628.71</b>	
2020-1-279	9/28/2022	\$42,628.71	TIB Project 2-W-963(004)-1
<b>Reference Number: 37845</b>	<b>Bev Reinhold</b>	<b>\$250.00</b>	
1705	10/15/2022	\$250.00	Poly Sims
<b>Reference Number: 37846</b>	<b>Brite</b>	<b>\$2,664.73</b>	
INV20668 tax	10/5/2022	\$1,991.81	Laptops sales tax
INV20713 tax	10/5/2022	\$672.92	Body Cam sales tax
<b>Reference Number: 37847</b>	<b>Capital Business Machines</b>	<b>\$326.05</b>	
INV121658	10/6/2022	\$74.36	2022-9/1-9/30 Copies PD & Court
INV2167	10/6/2022	\$251.69	2022-9/1-9/30 Copies
<b>Reference Number: 37848</b>	<b>CivicPlus LLC</b>	<b>\$2,540.98</b>	
238678	10/1/2022	\$900.00	Online Code Hosting
242157	10/10/2022	\$1,640.98	1 Year Annual Fee/Printed Copies/
<b>Reference Number: 37849</b>	<b>J.P. Cooke Co.</b>	<b>\$66.50</b>	
747617	10/14/2022	\$66.50	
<b>Reference Number: 37850</b>	<b>LECO Supply, Inc</b>	<b>\$332.41</b>	
204841	10/10/2022	\$332.41	Chlorine and janitorial supplies
<b>Reference Number: 37851</b>	<b>Lewis County Sheriffs Office</b>	<b>\$401.95</b>	
2022*Oct Evidence	10/5/2022	\$401.95	
<b>Reference Number: 37852</b>	<b>Petek &amp; Associates</b>	<b>\$385.00</b>	
1023	11/7/2021	\$385.00	Brockmueller Psychological
<b>Reference Number: 37853</b>	<b>State Treasurer's Office</b>	<b>\$2,486.45</b>	
2022*Sept State Remit	10/20/2022	\$2,486.45	2022*Sept State Remit
<b>Reference Number: 37854</b>	<b>Traffic Safety Supply Co.</b>	<b>\$247.40</b>	
INV053382	10/7/2022	\$247.40	Deer Xing signs
<b>Reference Number: 37855</b>	<b>Transient Vendor</b>	<b>\$261.10</b>	



Reference	Date	Amount	Notes
2022*Oct Travel Exp	10/19/2022	\$261.10	Vision Conf Leavenworth
<b>Reference Number: 37856</b>	<b>Umpqua Bank - Washington</b>	<b>\$20.00</b>	
2022*Oct stop Payment	10/19/2022	\$20.00	Stop Payment ck # 37811
<b>Reference Number: 37857</b>	<b>US Bank Corp Payment Syst</b>	<b>\$4,636.95</b>	
017192	9/7/2022	\$7.85	USPS postage Court
042563	9/15/2022	\$12.45	Soft Touch Car Wash
062785	9/29/2022	\$27.27	Dollar General - Misc
067963	10/19/2022	\$82.35	USPS Court Postage 9/28 9/29 9/30
077244	9/7/2022	\$12.45	Soft Touch Car Wash
095748	9/13/2022	\$3.74	Staples - storage Court
100101	10/3/2022	\$12.45	Soft Touch Car Wash
111-4528661-1206613	10/4/2022	\$51.29	Amazon - batteries flash drives
111-6552162-8569854	10/4/2022	\$55.96	Amazon - mic speaker
112-7105016-1873862	9/22/2022	\$40.23	AMAZON ethernet/Stamp holder
113-0873047-9665058	9/21/2022	\$118.46	Amazon - Lights for PD/Court
113-4737896-7177842	9/26/2022	\$180.98	Amazon - Xmas lights
113-4936803-8805800	9/9/2022	\$1,191.72	AMazon Document Scanner
113-8526713-4632242	9/30/2022	\$389.13	Amazon - American Flags
113-9974806-9527402	9/27/2022	\$35.34	Amazon - flags
1256 A	9/7/2022	\$799.96	Safety Vests Gunbelt Holders
2022* Sept Free Conf Call	9/15/2022	\$10.24	Free Conference Call
2273548334	9/28/2022	\$16.16	Adobe sept 28-Oct 28
458644.6838	9/13/2022	\$893.85	Mr Stun Gun - Taser quip
4E704BAE-001	9/15/2022	\$600.00	John E Reid -Macomber
AD00 7158 3856 8CUS*Adob	10/19/2022	\$21.55	2022*Oct Adobe
INV168479745	9/27/2022	\$15.96	Zoom Court Sept 27-Oct 26
VP-S88LL2MT	9/27/2022	\$57.56	Vista Print Business Cards Crouse
<b>Reference Number: 37858</b>	<b>US Bank NA Cincinnati</b>	<b>\$26.00</b>	
2022*Sept Bond Fee	10/19/2022	\$26.00	2022 - Bond Fee 9/1-9/30
<b>Reference Number: 37859</b>	<b>Zebra Computers</b>	<b>\$10,183.03</b>	
20285	10/19/2022	\$10,183.03	Laptops/monitors/computers court
<b>Reference Number: Direct Dep Payroll Vendor</b>		<b>\$27,366.87</b>	
ACH Pay - 14425	10/11/2022	\$2,465.49	
ACH Pay - 14426	10/11/2022	\$1,286.45	
ACH Pay - 14427	10/11/2022	\$2,021.24	
ACH Pay - 14428	10/11/2022	\$1,925.91	
ACH Pay - 14429	10/11/2022	\$1,383.15	
ACH Pay - 14430	10/11/2022	\$1,538.45	
ACH Pay - 14431	10/11/2022	\$1,064.63	
ACH Pay - 14432	10/11/2022	\$1,742.93	
ACH Pay - 14433	10/11/2022	\$872.39	

Reference	Date	Amount	Notes
ACH Pay - 14434	10/11/2022	\$1,613.03	
ACH Pay - 14435	10/11/2022	\$2,533.95	
ACH Pay - 14436	10/11/2022	\$1,496.78	
ACH Pay - 14437	10/11/2022	\$1,784.52	
ACH Pay - 14438	10/11/2022	\$2,088.49	
ACH Pay - 14439	10/11/2022	\$1,907.48	
ACH Pay - 14440	10/11/2022	\$1,641.98	

**Reference Number: EFT\*-2022 Dept of Revenue** **\$652.51**  
 2022\*Sept Excise tax return 10/19/2022 \$652.51 2022\*Sept Excise Tax

**Reference Number: EFT\*20221 Dept of Treasury Internal Revenue Serv** **\$5,708.97**

Federal Income Tax - 14425	10/11/2022	\$510.18	
Federal Income Tax - 14426	10/11/2022	\$164.04	
Federal Income Tax - 14427	10/11/2022	\$403.94	
Federal Income Tax - 14428	10/11/2022	\$329.64	
Federal Income Tax - 14429	10/11/2022	\$0.00	
Federal Income Tax - 14430	10/11/2022	\$181.74	
Federal Income Tax - 14431	10/11/2022	\$105.84	
Federal Income Tax - 14432	10/11/2022	\$292.00	
Federal Income Tax - 14433	10/11/2022	\$54.47	
Federal Income Tax - 14434	10/11/2022	\$262.11	
Federal Income Tax - 14435	10/11/2022	\$584.97	
Federal Income Tax - 14436	10/11/2022	\$125.91	
Federal Income Tax - 14437	10/11/2022	\$326.34	
Federal Income Tax - 14438	10/11/2022	\$423.67	
Federal Income Tax - 14439	10/11/2022	\$367.42	
Federal Income Tax - 14440	10/11/2022	\$123.62	
Medicare - 14425 (1)	10/11/2022	\$51.54	
Medicare - 14425 (2)	10/11/2022	\$51.54	
Medicare - 14426 (1)	10/11/2022	\$23.20	
Medicare - 14426 (2)	10/11/2022	\$23.20	
Medicare - 14427 (1)	10/11/2022	\$40.23	
Medicare - 14427 (2)	10/11/2022	\$40.23	
Medicare - 14428 (1)	10/11/2022	\$40.99	
Medicare - 14428 (2)	10/11/2022	\$40.99	
Medicare - 14429 (1)	10/11/2022	\$25.50	
Medicare - 14429 (2)	10/11/2022	\$25.50	
Medicare - 14430 (1)	10/11/2022	\$27.80	
Medicare - 14430 (2)	10/11/2022	\$27.80	
Medicare - 14431 (1)	10/11/2022	\$18.56	
Medicare - 14431 (2)	10/11/2022	\$18.56	
Medicare - 14432 (1)	10/11/2022	\$32.85	
Medicare - 14432 (2)	10/11/2022	\$32.85	
Medicare - 14433 (1)	10/11/2022	\$15.22	
Medicare - 14433 (2)	10/11/2022	\$15.22	

Reference	Date	Amount	Notes
Medicare - 14434 (1)	10/11/2022	\$31.60	
Medicare - 14434 (2)	10/11/2022	\$31.60	
Medicare - 14435 (1)	10/11/2022	\$54.07	
Medicare - 14435 (2)	10/11/2022	\$54.07	
Medicare - 14436 (1)	10/11/2022	\$33.57	
Medicare - 14436 (2)	10/11/2022	\$33.57	
Medicare - 14437 (1)	10/11/2022	\$35.11	
Medicare - 14437 (2)	10/11/2022	\$35.11	
Medicare - 14438 (1)	10/11/2022	\$43.14	
Medicare - 14438 (2)	10/11/2022	\$43.14	
Medicare - 14439 (1)	10/11/2022	\$41.82	
Medicare - 14439 (2)	10/11/2022	\$41.82	
Medicare - 14440 (1)	10/11/2022	\$32.78	
Medicare - 14440 (2)	10/11/2022	\$32.78	
Social Security Tax - 14426 (1)	10/11/2022	\$99.20	
Social Security Tax - 14426 (2)	10/11/2022	\$99.20	
Social Security Tax - 14431 (1)	10/11/2022	\$79.36	
Social Security Tax - 14431 (2)	10/11/2022	\$79.36	
<b>Reference Number: EFT*20221 Dept of Retirement Systems</b>		<b>\$5,540.64</b>	
Emp Rtmt - 14425	10/11/2022	\$186.80	
Emp Rtmt - 14427	10/11/2022	\$145.18	
Emp Rtmt - 14428	10/11/2022	\$293.75	
Emp Rtmt - 14429	10/11/2022	\$182.75	
Emp Rtmt - 14430	10/11/2022	\$199.20	
Emp Rtmt - 14432	10/11/2022	\$235.38	
Emp Rtmt - 14433	10/11/2022	\$109.03	
Emp Rtmt - 14434	10/11/2022	\$113.26	
Emp Rtmt - 14435	10/11/2022	\$387.42	
Emp Rtmt - 14436	10/11/2022	\$240.57	
Emp Rtmt - 14437	10/11/2022	\$126.48	
Emp Rtmt - 14438	10/11/2022	\$229.34	
Emp Rtmt - 14439	10/11/2022	\$299.65	
Emp Rtmt - 14440	10/11/2022	\$234.86	
Spahr Difference	10/19/2022	\$44.02	
Spahr Fixes	10/19/2022	\$44.02	
Taxable Retirement - 14425	10/11/2022	\$300.64	
Taxable Retirement - 14427	10/11/2022	\$233.66	
Taxable Retirement - 14428	10/11/2022	\$179.81	
Taxable Retirement - 14429	10/11/2022	\$111.87	
Taxable Retirement - 14430	10/11/2022	\$121.93	
Taxable Retirement - 14432	10/11/2022	\$144.08	
Taxable Retirement - 14433	10/11/2022	\$66.74	
Taxable Retirement - 14434	10/11/2022	\$182.29	
Taxable Retirement - 14435	10/11/2022	\$237.15	
Taxable Retirement - 14436	10/11/2022	\$147.26	

Reference	Date	Amount	Notes
Taxable Retirement - 14437	10/11/2022	\$203.57	
Taxable Retirement - 14438	10/11/2022	\$194.29	
Taxable Retirement - 14439	10/11/2022	\$201.88	
Taxable Retirement - 14440	10/11/2022	\$143.76	

Reference Number: EFT*20221 Staples Credit Plan		\$176.33
2047511	9/8/2022	\$67.05 Scanner supplies CD
9842308817	9/1/2022	\$29.04 PD USB Charging Cords
9843352815	9/6/2022	\$80.24 Scanner supplies CD
<b>Totals</b>		<b>\$109,239.96</b>

**The following voucher/warrants/electronic payments are approved for payment:**

Accounts Payable	44	17	\$ 69,794.64	38743-37859
Payroll vendors	0	0	\$ -	
Electronic Payments	2	0	\$ 828.84	EFT*20221018&20
Electronic Payroll	2	0	\$ 11,249.61	EFT*202217 &19
ACH Direct Deposit	15	15	\$ 27,366.87	10/13/22 Direct Deposit
<b>Total Vouchers</b>			<b>\$ 109,239.96</b>	

WE, THE FOLLOWING SIGNEES, APPROVE THE VOUCHERS FOR PAYMENT:

MAYOR: \_\_\_\_\_

TREASURER: \_\_\_\_\_

COUNCILOR #1: \_\_\_\_\_

COUNCILOR #2: \_\_\_\_\_

COUNCILOR #3: \_\_\_\_\_

COUNCILOR #4: \_\_\_\_\_

COUNCILOR #5: \_\_\_\_\_

Police Department - John Brockmueller \_\_\_\_\_

Public Works/Community Development - Bryan Morris \_\_\_\_\_

Court- Lacie Dewitt \_\_\_\_\_

City Clerk - Rachelle Denham: \_\_\_\_\_

DATED THIS \_DAY OF \_\_\_\_\_, 2022



Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Date Action Taken	
Attest:	

**City of Napavine  
Action Memorandum No. 22-12**

**AM 22-12: Walsh Trucking proposed Well & Septic**

Originator: Bryan Morris, Public Works Director

Prepared Date: October 21, 2022

Agenda Date: October 25, 2022

Route to:	Department Head	Signature	Date
X No Objections	Bryan Morris		
X No Objections	City Clerk		

Review by Mayor Shawn O'Neill: \_\_\_\_\_,

**Attachment(s):**

**Fiscal Impact:** yes  no

**Summary statement:** Walsh Trucking located at parcel # 018136001001, commonly known as 0 State Route 508, is requesting approval to build an onsite well and septic system.

**Staff Recommendation:**

- Approval of installation of well and septic system designed by a licensed Washington State Engineer and must adhere to the Washington State Codes and City of Napavine Standards.

## **ORDINANCE NO. 634**

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON; AMENDING SECTIONS 17.28.020 AND 17.28.040 OF NAPAVINE MUNICIPAL CODE; AMENDING ORDINANCE 371 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

### **RECITALS:**

**WHEREAS**, the City of Napavine, Washington (the “City”) is a Code City under the laws of the State of Washington; and

**WHEREAS**, pursuant to Chapter 35A.11.020 RCW, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

**WHEREAS**, all references herein to “NMC” shall mean the “Napavine Municipal Code,” and

**WHEREAS**, Chapter 17.28 NMC is entitled “C AND C-1 DISTRICTS”; and

**WHEREAS**, pursuant to RCW 36.70A.106, notice of the City’s intent to amend Title 17 to include these regulations was sent to the Washington State Department of Commerce; and

**WHEREAS**, the City Council , at properly noticed meetings, reviewed the amendments to Title 17 and held a properly noticed public hearing on \_\_\_June 28, 2022\_\_\_\_\_, to consider the amendments to Title 17; and

**WHEREAS**, the City Council, at properly noticed meetings, has considered the entire public record and the Planning Commission’s recommendation in regard to Title 17 amendments; and

**WHEREAS**, the Council desires to amend Sections 17.28.020 NMC “Permitted uses and structures” and 17.28.040 NMC “Conditional uses” as set forth herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON DO HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Section 17.28.020 NMC – Permitted uses and structures - is hereby amended to state:

Permitted uses and structures in the C-1 zone are as follows: all commercial uses conducted within an enclosed building; professional offices for attorneys, dentists, doctors, engineers, accountants, real estate brokers, ~~automobile service stations~~, restaurants, cafes and other eating establishments, and uses of similar and compatible nature. Motels, hotels, apartments and recreational vehicle parks are permitted in this zone as planned unit developments. Facilities for managers, caregivers, and uses of similar and compatible nature allowed, subject to planning commission review and council approval. It is

specifically provided for in this section that the property, commonly known as tax parcels 17875-7-3, 17875-7-4 and 17875-5 (which are within a C-1 district) shall be allowed to have uses permitted in the building to the standards of single-family residential, multifamily residential and mobile home parks.

**Section 2. Section 17.28.040 NMC - Conditional uses** - is hereby amended to state: After hearing and attachment of conditions, the following uses are permitted: production of items sold on the premises, including small scale production, sewn or woven articles, quilting, ceramics, and similar small scale craft items, garden supply stores, **automobile service stations**, boarding houses, horticultural nurseries, kennels, stables, and pet shops, and other uses later deemed to be conditional by the board of adjustment. Industrial uses of non noxious industry are permitted in this zone as a planned unit development subject to approval by the planning commission. Such industries do not produce noise, odor, smoke, fumes, or other nuisances. Examples include any research, experimental, testing, assembling, manufacturing, compounding, or other activity which is conducted inside a completely enclosed building, except for parking and loading, which creates absolutely no nuisance or pollution which has any effect beyond the confines of the building.

**Section 4. Severability Clause.**

If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional in a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 5. Effective date**

The effective date of this ordinance shall be five days after the publication.

**Section 6. Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

**PASSED** by the city council of the city of NAPAVINE, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_, 2022.

---

Mayor, Shawn O’Neill

Attest:

---

City Clerk, Rachele Denham

Approved as to form:

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City Attorney, James M.B. Buzzard

APPROVED READING: \_\_\_\_\_

PUBLISHED DATE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



# **GRANT AGREEMENT BETWEEN LEWIS COUNTY AND THE CITY OF NAPAVINE**

This Grant Agreement is made and entered into by Lewis County and City of Napavine as to the conditions for acceptance of monies by the City of Napavine from the “Distressed Counties Fund” pursuant to RCW 82.14.370.

## **I. PURPOSE**

RCW 82.14.370 authorizes the availability of a sales and use tax to be used to finance public facilities serving economic development purposes in rural counties. The name of this project shall be “Jefferson Sewer Station” and shall be funded in the amount of a grant for \$1,175,000.

## **II. ELIGIBILITY**

The public facility must be listed as an item in the officially adopted Lewis County Comprehensive Economic Development Strategy (CEDS) and must meet other requirements as set forth by County resolution, adopted policy, and growth management planning. Monies collected shall only be used to finance public facilities serving economic development purposes in rural counties.

## **III. APPLICANT’S RESPONSIBILITIES**

Upon approval of application by the Lewis County Commissioners, applicant agrees that:

1. The project must be in progress within 6 months of the date of this agreement or grant funds shall revert back to the Lewis County “Distressed Counties Fund.” For purposes of being “in progress,” the project must have proceeded beyond the initial planning stage and into the implementation stages of the project. The City of Napavine shall promptly notify Lewis County in writing of any actual or anticipated event that is delaying or could delay achievement of any milestone or performance of any critical path activity of the project. A copy of this report shall also be placed in the file of the Economic Development Public Facilities Advisory Committee.
2. The Applicant must provide semi-annual progress report to the Lewis County Board of County Commissioners in order to ensure satisfactory completion of the project and proper expenditure of grant monies. The scope of project work is contained in the .09 application dated August 24th, 2022 and is hereby incorporated by reference into this agreement. Failure to provide progress reports or sufficient information may result in reversion to the “Distressed Counties Fund” of all or part of the funding balance. At such times as the Lewis County Board of County Commissioners deems necessary for reasonable cause, the applicant shall permit the County to inspect and audit all pertinent books and records of the

applicant or other persons or entities that have performed work in connection with or related to this funding. The audit may take place up to three (3) years after completion of the project. The books and records are to be made available at reasonable times at such reasonable location as County selects. At Lewis County's request, the applicant shall supply County with, or shall permit County to make a copy of, any books and records and any portion thereof.

3. Applicant has requested these County funds in order to upgrade the Jefferson Station. This is key factor in future growth and expansion of city limits. Will contribute to both residential and commercial growth and additional jobs. Jefferson Station is currently at full capacity. Failure to comply with the intent of this section may result in reversion to the "Distressed Counties Fund" of all or part of the funding balance. Funding to complete the full project as presented in the application must be confirmed and available prior to release of these grant funds. Failure to comply with this section may result in reversion to the "Distressed Counties Fund" of all or part of the funding balance.
4. Applicant shall provide documented evidence of expenditures of all funds for this project at the semi-annual updates denoted in item #2 (or within 60 [sixty] days of project completion) to both the Rural Economic Development Public Facilities Advisory Committee and the County. Funds spent under this program must be for the purpose of financing public facilities or supporting related economic development projects, as defined under RCW 82.14.370 and AGO 2002, No.1. Failure to comply with this section may result in reversion to the "Distressed Counties Fund" of all or part of the funding balance.
5. Billings and invoices together with audit-sufficient supporting documentation shall be remitted to the County for payment not more than one time each month. Within 30 (thirty) days of receiving a reimbursement claims voucher that meets the requirements of this Agreement and applicable law, the Clerk of the Board, on behalf of the County, shall remit to the organization a warrant for the approved reimbursement amount. The applicant will be responsible to the County for the timely sharing and/or exchange of any or all documentation related to the project as well as accounting and record retention responsibilities for the project.
6. The applicant shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations and lawful order of public authorities applicable to performance of the project. Lewis County reserves the right to terminate this Agreement and demand reversion of "Distressed Counties Fund" monies at any time during the undertaking of said project if it is discovered that said project is in violation of any local, state or federal laws.

#### **IV. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings.

## **V. FUTURE SUBSIDY**

Lewis County makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as expressly set forth in this Contract. The maximum amount of funding available is as stated in the Lewis County Economic Development Public Facilities Project Proposal attached herein. This item is hereby incorporated into this Agreement by reference.

## **VI. GOVERNING LAW**

This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Washington except for Washington's choice of law rules. Except as otherwise required by applicable law, any legal action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Lewis County.

## **VII. WAIVER OF BREACH**

No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it.

## **VIII. INDEMNIFICATION**

To the fullest extent permitted by law, the City of Napavine shall protect, defend, indemnify and hold harmless Lewis County, the Lewis County Board of County Commissioners, its officers, agents and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from the performance of this Agreement by either party, except those resulting exclusively from the County's sole negligence. In the event of the concurrent negligence of the City of Napavine, its subcontractors, agents or employees, and the County, its officers, agents, or employees, this indemnification obligation shall be valid and enforceable only to the extent of the negligence City of Napavine, its subcontractors, agents, and employees. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and City of Napavine hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of City of Napavine are a material inducement to County to enter into this Agreement, are reflected in the grant funding, and have been mutually negotiated. City of Napavine shall require any subcontractors performing on the project herein to indemnify the County to an equal or greater extent than provided herein. The County reserves

the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of any indemnity protections under this Agreement. City of Napavine's obligations under this provision shall survive the completion, termination, or expiration of this contract.

**IX. DISPUTE RESOLUTION**

(a) If a dispute arises between the parties with regard to the performance of any provision of this agreement or the interpretation thereof, the parties agree to follow the procedure set forth below. It is the goal of the parties to resolve their differences as early and amicably as possible.

(b) The parties shall first meet to attempt to see if the matter can be informally resolved. This informal resolution attempt may involve more than one meeting but is not required to involve more than one meeting.

(c) If the parties are unable to resolve their differences, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be mutually agreeable to the parties. Such mediation shall be non-binding but shall be a condition precedent to having said dispute decided in court by a judge or jury. Mediation shall commence, unless otherwise agreed, within 30 (thirty) days of a party's written request for mediation of a dispute. Any resolution at this stage shall be reduced to writing and, if it involves an interpretation of the agreement, it shall be considered an addendum to this agreement without the need for formal adoption by the governing bodies of the jurisdictions that are parties to this agreement. Any costs related to mediation shall be shared equally by the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM  
Prosecuting Attorney Jonathan Meyer

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

\_\_\_\_\_  
By: Deputy Pros. Attorney

\_\_\_\_\_  
Lindsey R. Pollock, DVM, Chair

ATTEST

\_\_\_\_\_  
Sean D. Swope, Vice Chair

\_\_\_\_\_  
Rieva Lester, Clerk of the Board

\_\_\_\_\_  
F. Lee Grose, Commissioner

Grantee: City of Napavine

By: \_\_\_\_\_

Title: \_\_\_\_\_

For: \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION NO. 22-10-134

### A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS LOCAL 252

**WHEREAS**, the City of Napavine, Washington (the "City") is a Code City under the laws of the State of Washington; and

**WHEREAS**, pursuant to RCW 35A.11.020, the City Council has: (i) the power to organize and regulate the City's internal affairs; (ii) the power to define the functions, powers, and duties of the City officers and employees; and (iii) the power to adopt and enforce resolutions and ordinances of all kinds relating to and regulating the City's municipal affairs; and

**WHEREAS**, the City had previously entered into a collective bargaining agreement with Teamsters Local 252 covering City of Napavine employees, which agreement will expire on December 31, 2022; and

**WHEREAS**, the parties to the agreement, through their respective representatives, have negotiated a successor agreement describing the terms and conditions of employment for members of the aforementioned bargaining unit; and

**WHEREAS**, the agreement includes modification to the predecessor agreement generally described as follows:

- **2. Recognition:** Language updated to reflect current job titles.
- **6.6 Personnel Files: 6.6.2** Language added: The City Clerk/HR is the official custodian of all the employee personnel records. This will include polygraph and psychological examinations which will be sealed and kept in a locked file cabinet. When files are removed, they will be tracked in a logbook.
- **6.9 Union Activity: 6.9.1** Language updated from one to two bargaining unit members
- **7. Compensable Hours: 7.1.1.** Language added: unless otherwise agreed upon by employee and department head.
- **8. Employee Benefits: 8.1.1.** Added Juneteenth as a paid holiday. Updated floating holiday that when a new employee hired prior to July 1st will be entitled to two (2) days. New employees hired after July 1st will receive one (1) day. New employees hired in the fourth (4th) quarter of the year will not receive any floating holidays. The fourth (4th) quarter starts October 1st. **8.1.6.** Language updated to reflect that holiday pay will be added to accruals as the holiday occurs. End of year cash out requirements must be submitted to the Treasurer's office by December 15<sup>th</sup> of each year.
- **8.2 Vacation: 8.2.1.** Accruals have been rounded to the nearest quarter to work with the new payroll system. **8.2.4.** Updated language removed that time will be lost if not cashed out over 240 hours and added that the requests for cash outs must be submitted in writing to the Treasurer's office utilizing the appropriate form provided by the Employer by October 31 of each year. Added section **8.2.6** As of January 1, 2023, all employee vacation accrual banks will be rounded up to the next quarter hour increment to be compatible with the Employer's new timecard software.
- **8.3. Vacation/Sick Leave Transfer: 8.3.2** Language updated to reflect either sick, vacation or a combination of both. **8.3.6** Language removed.

- **8.4. Health and Welfare Insurance: 8.4.1.** Language updated to reflect that effective December 1, 2022, the total monthly premium contribution for full and part-time employees for all health and welfare plans shall be \$950.00. Effective December 1, 2023, total monthly premium contribution will go up to cover annual increase of the employee's contribution. Effective December 1, 2024, total monthly premium contribution will go up to cover annual increase of the employee's contribution. **8.4.4.** Added language that the employees may at any time during the duration of this Agreement, elect by majority vote to adjust the coverage outlined above, or switch to alternate Teamster's Medical Plan as long as the City is given enough time to make the change without causing a hardship. The City obligation for payment shall remain as set forth above.
- **8.5. Bereavement Leave: 8.5.1.** Updated the number of days to five (5) days and updated definitions of "immediate family" to employee's parents, spouse, registered domestic partner, child, stepchild, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, or a more distant relative if living with and as a member of the employees' immediate household and other relatives as approved by the Department Head or his/her designee. These days may be used consecutively or intermittently within ninety (90) days of the qualifying event or mutually agreed upon by Department Head or the Mayor.
- **9.1. Employee Discipline/Just Cause: 9.1.1.** Updated language added the first twelve (12) months of a police officer's employment.
- **11.1 Employee Compensation: 11.1.1.** Updated the years to reflect current contract for salary schedule. **11.2.1.** Updated language to reflect the new pay period to all employees will be paid twice a month on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of the month.
- **15. Duration of Agreement: 15.1.** Updated language to reflect this agreement shall be effective on January 1, 2023, and shall remain in full force and effect until the 31<sup>st</sup> day of December 2025.
- **16. Appendix A-Salary Schedules: 16.1.** Year one (1) – 10% wage increase, excluding Patrol Officers and Police Sergeant. Year one (1) – 13% wage increase for Patrol Officers and Police Sergeant. Year (2) – 6% on all Classifications. Year (3) – 6% on all classifications.
- **17. Specialty Assignment Pay-Court Employees: 17.1.1.** Updated language to reflect court employee and language to apply to the Court Administrator position only: The Court Employees serve at the pleasure of the Judge. Should the Court Administrator file a grievance against the City concerning wages or benefits, the grievance shall proceed through step 1, 2, and 3 of the Grievance Procedure. Other forms of discipline may be appealed through Step 1 and 2 of the grievance procedure and the decision of the Municipal Court Judge shall be final per court rule GR 29. **17.1.2.** Updated language to reflect the Judge shall have hiring and firing authority over all court staff recognizing however, that they are employees of the City and the employees are subject to the personnel policies of the City, and to ordinances related to employees working within the City Hall. The judge agrees to consult with the Mayor prior to any hiring/firing decision, and to promptly notify the City of any action taken. The City is responsible for the wages and benefits of all court employees. Court clerks report to the Court Administrator. Should a court employee file a grievance against the City concerning wages or benefits, the grievance shall proceed through Steps 1,2, and 3 of the Grievance Procedure. Other forms of discipline may be appealed through Step 1 and 2 of the Grievance Procedure and the decision of the Municipal Court Judge shall be final per court rule GR 29. It is the responsibility of the court administrator to present all contracts, grants, and agreements

forth to the authoritative responsible party of City for approving signature of such document.

- **17.2 Community Development Director Duties: 17.2.1.** Updated the stipend amount to \$22,500.00 per year and that the stipend amount is subject to the 2024 six percent (6%) increase and the 2025 six percent (6%) increase.
- **17.3 Step Advancement Qualifiers: 17.3.1.** Updated step advancement qualifiers. The Employer, at the Employer's sole discretion, may start new hires at any Step of the salary schedule depending on the employee's experience and job qualifications. After their six (6) month evaluation and annually thereafter on their anniversary date. The employee may then advance a step each year at the discretion of the Employer. **17.4.** Updated language: Public Works Department Certifications: The Employer agrees to pay fifty dollars (\$50.00) per certification that pertains to the job duties, up to five (5) certificates. The employee must be employed by the Employer for a period of one (1) year before they are eligible for this benefit, unless otherwise recommended by the supervisor. All qualifying certificates received prior to the one (1) year of employment will apply once the one (1) year is met. Certifications over and above job requirements with prior approval from the Director and Mayor or designee will qualify for incentive pay. Proof of certification must be provided to the city clerk and the incentive pay will be effective the following pay period.

**WHEREAS**, entering into this agreement services to promote harmony with the members of the bargaining unit and preserve a constructive labor environment which is a benefit to all citizens.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The collective bargaining agreement between the City of Napavine and Teamsters Local 252, effective January 1, 2023, through December 31, 2025, is hereby adopted.

**Section 2.** The Mayor is hereby authorized to execute the agreement on behalf of the Council of the City of Napavine.

**Section 3.** Severability. If any section, sentence, clause, or phrase of this Resolution or any Resolution adopted or amended hereby, should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

**PASSED** by the Council of the City of Napavine, Washington, this 25th Day of October 2022.

\_\_\_\_\_  
Shawn O'Neill, Mayor

Attest: \_\_\_\_\_  
Rachelle Denham, City Clerk



**16. APPENDIX A – Salary Schedules**

**16.1 January 1, 2023 Wage Scale:**

<b>Monthly Wage 2023</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37+ mos</b>
Director of PW	\$5,257.63	\$5,453.35	\$5,780.92	\$6,093.15	\$6,511.12
Field Foreman	\$4,940.01	\$5,210.38	\$5,345.57	\$5,480.75	\$5,615.93
Utility Worker	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Deputy Clerk	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Clerk	\$3,659.34	\$3,806.14	\$4,016.27	\$4,312.78	\$4,545.94
Planner	\$4,624.59	\$4,940.01	\$5,075.20	\$5,345.57	\$5,615.93
Court Administrator	\$4,812.30	\$4,964.01	\$5,240.11	\$5,493.32	\$5,806.48
Court Clerk	\$3,812.90	\$3,959.71	\$4,169.84	\$4,466.33	\$4,703.06
Building Inspector	\$4,940.01	\$5,210.38	\$5,345.57	\$5,480.75	\$5,615.93
CSO/Parks/Maint.	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Police Clerk	\$3,805.07	\$3,959.70	\$4,169.83	\$4,466.32	\$4,699.48
Administrative Asst	\$3,805.08	\$3,972.20	\$4,149.64	\$4,337.39	\$4,535.45
Executive Assist.	\$4,225.09	\$4,414.84	\$4,699.40	\$4,834.94	\$5,363.50
Police Chief	\$7,608.34	\$7,798.54	\$7,993.50	\$8,193.26	\$8,398.09

<b>Monthly Wage 2023</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37+ mos</b>
Patrol Officer	\$4,555.83	\$4,749.62	\$5,043.07	\$5,434.80	\$5,725.25
Patrol Sgt.	\$5,239.20	\$5,462.06	\$5,799.52	\$6,250.03	\$6,584.04

**16.2 January 1, 2024 Wage Scale:**

<b>Monthly Wage 2024</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37+ mos</b>
Director of PW	\$5,573.08	\$5,780.55	\$6,127.77	\$6,458.74	\$6,901.79
Field Foreman	\$5,236.41	\$5,523.00	\$5,666.31	\$5,809.60	\$5,952.88
Utility Worker	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Deputy Clerk	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Clerk	\$3,878.90	\$4,034.51	\$4,257.24	\$4,571.55	\$4,818.69
Planner	\$4,902.06	\$5,236.41	\$5,379.71	\$5,666.31	\$5,952.88
Court Administrator	\$5,101.04	\$5,261.85	\$5,554.52	\$5,822.92	\$6,154.87
Court Clerk	\$4,041.67	\$4,197.30	\$4,420.03	\$4,734.31	\$4,985.24
Building Inspector	\$5,236.41	\$5,523.00	\$5,666.31	\$5,809.60	\$5,952.88
CSO/Parks/Maint.	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Police Clerk	\$4,033.37	\$4,197.29	\$4,420.01	\$4,734.30	\$4,981.44
Administrative Asst	\$4,033.38	\$4,210.53	\$4,398.62	\$4,597.63	\$4,807.58

Executive Assist.	\$4,478.59	\$4,679.73	\$4,981.36	\$5,125.04	\$5,685.31
Police Chief	\$8,064.84	\$8,266.45	\$8,473.11	\$8,684.86	\$8,901.98
Patrol Officer	\$4,829.18	\$5,034.59	\$5,345.65	\$5,760.89	\$6,068.76
Patrol Sgt.	\$5,553.55	\$5,789.78	\$6,147.49	\$6,625.03	\$6,979.08

**16.2 January 1, 2025 Wage Scale:**

<b>Monthly Wage 2025</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Classification</b>	<b>0-6 mos</b>	<b>7-12 mos</b>	<b>13-24 mos</b>	<b>25-36 mos</b>	<b>37+ mos</b>
Director of PW	\$5,907.47	\$6,127.38	\$6,495.44	\$6,846.27	\$7,315.89
Field Foreman	\$5,550.60	\$5,854.38	\$6,006.28	\$6,158.17	\$6,310.06
Utility Worker	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Deputy Clerk	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Clerk	\$4,111.63	\$4,276.58	\$4,512.68	\$4,845.84	\$5,107.81
Planner	\$5,196.19	\$5,550.60	\$5,702.50	\$6,006.28	\$6,310.06
Court Administrator	\$5,407.10	\$5,577.57	\$5,887.79	\$6,172.30	\$6,524.16
Court Clerk	\$4,284.17	\$4,449.13	\$4,685.23	\$5,018.37	\$5,284.36
Building Inspector	\$5,550.60	\$5,854.38	\$6,006.28	\$6,158.17	\$6,310.06
CSO/Parks/Maint .	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Police Clerk	\$4,275.37	\$4,449.12	\$4,685.22	\$5,018.36	\$5,280.33
Administrative Asst	\$4,275.38	\$4,463.16	\$4,662.54	\$4,873.49	\$5,096.04

Executive Assist.	\$4,747.31	\$4,960.51	\$5,280.24	\$5,432.54	\$6,026.43
Police Chief	\$8,548.73	\$8,762.44	\$8,981.50	\$9,205.95	\$9,436.10
Patrol Officer	\$5,118.93	\$5,336.67	\$5,666.39	\$6,106.54	\$6,432.89
Patrol Sgt.	\$5,886.76	\$6,137.17	\$6,516.34	\$7,022.53	\$7,397.82