

**City of South Bend Council Meeting  
Monday August 25th, 2025 @ 5:30 pm**

1. Call to Order
2. Pledge of Allegiance
3. **Items from the Public**
4. Approval of Agenda and Consent Agenda  
Approval of Minutes: *Regular Meeting August 11th, 2025*
5. Correspondence
6. **Public Hearing: Approval of Resolution #2025-02:** A Resolution by the City of South Bend adopting the Six-Year Transportation Improvement Plan for 2026 through 2031  
**[ACTION]**
7. Approval of Contract with Department of Commerce for GMA Periodic Update Grant for Year 2026 **[ACTION]**
8. Approval of Collective Bargaining Agreement language regarding Contract split between Public Works & Clerical and Commissioned Law Enforcement Officers. **[ACTION]**
9. Department Head Reports:
  - i) Police Chief Stigall
  - ii) City Supervisor Houk
  - iii) Fire Chief McGee
  - iv) Clerk/Treasurer Johnson
10. Mayor's Report
11. Public Comments – Current Agenda Items
12. Council Comments
13. Future Agenda Topics
14. Adjournment

Unable to attend? Would you like to attend via Zoom?

Zoom Link <https://us02web.zoom.us/j/86222615835?pwd=1OLWZymmTdDBLmKGLxValX6yuEZgHq.1>

**Meeting ID: 882 2261 5835 Passcode: 980702 Dial-In Phone Number: 1-253-215-8782**

If you would like to be added to our “Speakers List” your request must be received by 4:00 pm on August 25, 2025. Your request must include the following: meeting date, your first and last name, city of residence, agenda item(s) that you would like to provide comment on, and the telephone number you will be calling from. Please email this information to [david.johnson@southbend-wa.gov](mailto:david.johnson@southbend-wa.gov). \*Please note that the information you provide may be subject to disclosure pursuant to Washington State’s Public Record Act, chapter 42.56 RCW.

*The City of South Bend strives to provide access and services to all members of the public. Please notify the city at least 48 hours prior to an event if reasonable accommodations are needed.*

**NOTICE** – All proceedings of this meeting are sound recorded  
Except Executive Sessions.

*Next Regular Meeting Monday September 8, 2025 @ 5:30 PM in the South Bend Council Chambers unless otherwise notified.*

# **South Bend Council Meeting**

**Monday, August 25th, 2025**

## **CONSENT AGENDA**

1. Approval of Vendor Checks

**Vendors – Check #49867 thru Check #49886 - \$26,975.79 Including EFT Payments**

8/25/2025

VENDOR		AMOUNT	
49867	ALS Group USA Corp	\$ 100.00	Chemicals / Water
49868	Correct Equipment Inc	\$ 8,740.26	Pump - Replacement / Sewer
49869	Department of Licensing	\$ 72.00	Concealed Weapon Permit / State Fee
49870	Department of Natural Resources	\$ 1,267.64	Operating Supplies / Fire
49871	Department of Transportation	\$ 1,245.55	Fuel- Police \$391.90 and PW \$853.65
49872	Dilk Tire Factory	\$ 60.00	Repair - Maintenance / Police
49873	Drug Screens Inc	\$ 89.00	Miscellaneous Professional Services / Water
49874	Great American Business Products	\$ 286.72	Operating Supplies / Parks
49875	Jacqueline Stone	\$ 1,400.00	Municipal Court Prosecutor- August 2025
49876	Jonathan Quittner	\$ 1,000.00	Municipal Court Public Defender - August 2025
49877	Ladue Fencing	\$ 1,655.46	Utilities - Miscellaneous Services / Parks
49878	Lemay Mobile Shredding	\$ 71.22	Miscellaneous Services
49879	Pacific County Jail Services	\$ 1,215.83	Boarding of Prisoners / Police
49880	Pacific County Public Works	\$ 1,845.20	Eklund Park Sewer Charges / August
49881	Pacific County Prosecutor's Office	\$ 58.28	County Court Remittances / July 25
49882	Pioneer Select Grocery	\$ 52.60	Operating Supplies / City Hall \$6.90, Water \$22.85 , Sewer \$22.85
49883	State Auditor's Office	\$ 765.05	State Auditor Costs
49884	Steve's Front End	\$ 6,009.14	Equipment Repairs / Fire \$6009.14
49885	Sunrise Pest and Turf Management	\$ 85.84	Repair - Maintenance / City Hall
<b>EFT Pay</b>	<b>VISA - EFT Pay</b>	\$ 165.93	City Hall \$56.30 Court \$13.49 Water \$14.24 Sewer \$13.49 Streets \$13.49 Parks \$13.49 Police \$27.94
49886	Vision Municipal Solutions	\$ 790.07	Communication-Water/Sewer
<b>TOTAL</b>		\$ 26,975.79	

**1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The council meeting was called to order by Mayor Struck at 5:30 pm. Members present, Mayor Struck, Councilor Davis, Councilor Williams, Councilor Corcoran (Zoom), Councilor Kuiken, City Supervisor Houk, and Clerk/Treasurer Johnson. Fire Chief McGee, Councilor Manlow and Police Chief Stigall were absent (excused)

**3. ITEMS FROM THE PUBLIC - None**

**4. APPROVAL – Agenda, Consent Agenda, and Prior Meeting Minutes**

A motion was made by Councilor Corcoran to approve the Agenda, the Consent Agenda and the minutes of the July 28th, 2025, regular meeting. Motion carried. **Vote: Ayes-4, Noes-0, Absent-1.**

**Vendors – Check #49827 thru Check #49866 - \$116,742.72 Including EFT Payments**  
**Payroll – Check #25241 thru Check #25244 - \$147,560.23 Including Direct Deposit**

**5. CORRESPONDENCE - None**

**6. DEPARTMENT HEAD REPORT -**

City Supervisor Houk reported that The Cheney Sports park looks good and that pickle ball nets are available and being stored in a steel locker on site. Work on the First Street Project is going well with a couple of minor fixes taking place. Striping on this project will take place on the 22<sup>nd</sup>. He also reports that the Pre-construction meeting for Red Town Initiative project is scheduled. Prep work is scheduled to start on the 18<sup>th</sup> of this month, and surfacing will begin September 8<sup>th</sup>.

**7. MAYOR'S REPORT -**

Mayor Struck reported that the Bush Park Memorial dedication ceremony went well, with over 90 people in attendance.

**8. PUBLIC COMMENT – CURRENT AGENDA ITEMS - None**

**9. COUNCIL COMMENTS**

Councilor Corcoran agreed with the Mayor, saying the ceremony was “great”. She also mentioned that she was fielding comments from the public about the First Street project, indicating a “rough patch” that needed to be taken care of. Councilor Williams stated that he was glad to see pickle ball courts in place at the Cheney Sports Park. He also mentioned that while talking to workers connected to the Yellow Deli, it was mentioned that finishing the interior of the structure may be over a year out. Councilor Kuiken agreed that both the Cheney Sports Court and the Bush Memorial Park projects turned out well, noting it was good to see improvements happening in the city.

**10. FUTURE AGENDA TOPICS**

Mosquito Spraying

**11. ADJOURNMENT-**

The meeting was adjourned at 5:40 PM to meet again on Monday August 25, 2025 for a regular council meeting at South Bend City Hall.

\_\_\_\_\_  
**Julie Struck**  
**Mayor**

**ATTEST:** \_\_\_\_\_  
**David Johnson**

## **RESOLUTION #2025-02**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SOUTH BEND ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN FOR 2026 THROUGH 2031**

**WHEREAS**, the laws of 1067 of the State of Washington, Chapter 82 Extraordinary Session require the publication and notice of hearing for adoption of the Revised Six-Year Transportation Improvement Plan (TIP) for municipalities, and

**WHEREAS**, the City of South Bend, Washington, a municipal corporation, desires to adopt a Revised Six-Year Transportation Improvement Plan for 2026 – 2031, listed below, and

**WHEREAS**, notice of the public hearing was duly published in the Willapa Harbor Herald, setting the public hearing for the adoption of the 2026 – 2031 Six-Year Transportation Improvement Plan; and

**WHEREAS**, the date of the public hearing for the adoption of such Six-Year Transportation Improvement Plan was August 25, 2025

**NOW, THEREFORE BE IT RESOLVED**, that the 2026-2031 Six-Year Transportation Improvement Plan for the said City as set forth below is hereby adopted.

#### **PROPOSED PROJECT SCHEDULE**

##### **2026**

**WATER STREET ROAD RECONSTRUCTION AND STORM IMPROVEMENTS, ADD SIDEWALK ON ONE SIDE OF ROADWAY (U.S. ROUTE 101 TO ADAMS STREET)**

##### **2027**

**SECOND STREET RECONSTRUCTION AND STORM IMPROVEMENTS (MONROE STREET TO QUINCY STREET)**

##### **2028**

**COWLITZ AVENUE RECONSTRUCTION AND STORM IMPROVEMENTS (QUINCY STREET TO JACKSON STREET)**

##### **2029**

**W. COWLITZ AVENUE RECONSTRUCTION AND STORM IMPROVEMENTS (MEMORIAL AVENUE TO CEDAR STREET)**

**W. COWLITZ AVENUE RECONSTRUCTION AND STORM IMPROVEMENTS (CEDAR STREET TO FERRY STREET)**

2030

W. SECOND STREET RECONSTRUCTION AND STORM IMPROVEMENTS (KENDRICK STREET TO WEST END OF ROAD)

2031

B STREET RECONSTRUCTION AND STORM IMPROVEMENTS (3RD STREET TO FIRST STREET)

3RD STREET RECONSTRUCTION AND STORM IMPROVEMENTS (A STREET TO B STREET)

Upon motion made for the adoption of this resolution, the following vote was cast by the City Council of the City of South Bend, August 11, 2025:

Ayes - 0

Noes - 0

Absent - 0

\_\_\_\_\_  
Julie K. Struck, Mayor

AUTHENTICATED BY: \_\_\_\_\_  
David Johnson, Clerk/Treasurer



**Interagency Agreement with**

**City of South Bend**

**through**

**Growth Management Services**

**Contract Number:  
26-63114-073**

**For**

**GMA Periodic Update Grant – FY2026**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 26-63114-073

**Local Government Division  
Growth Management Services  
GMA Periodic Update Grant (PUG)**

<b>1. Contractor</b> City of South Bend 1102 W First St PO Drawer 9 South Bend, WA 98586		<b>2. Contractor Financial Representative</b> David Johnson Clerk/Treasurer <a href="mailto:david.johnson@southbend-wa.gov">david.johnson@southbend-wa.gov</a>	
<b>3. Contractor Representative</b> Will Hamlin Consultant <a href="mailto:apexpermitting@gmail.com">apexpermitting@gmail.com</a>		<b>4. COMMERCE Representative</b> Carol Holman Western Regional Manager <a href="mailto:carol.holman@commerce.wa.gov">carol.holman@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$50,000		<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
<b>7. Start Date</b> Date of Execution		<b>8. End Date</b> June 30, 2026	
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> N/A		<b>11. SWV #</b> SWV-0006873-00	
<b>12. UBI #</b> N/A		<b>13. UEI #</b> N/A	
<b>14. Contract Purpose</b> Grant funding to assist the City of South Bend with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
Draft – do not sign			
Julie Struck, Mayor City of South Bend  _____ Date		Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- A. Any publication materials that include logos from other funding partners;
- B. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- C. Any equipment purchased with CCA funding through a generally visible decal.

### 3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### 4. COMPENSATION

COMMERCE shall pay an amount not to exceed **fifty thousand dollars (\$50,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### 5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-073. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

#### Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

## **6. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

## **7. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## **8. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## **9. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

## General Terms and Conditions

### 1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### 2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### 3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### 4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### 5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
  - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

## **12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

#### **14. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

#### **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## **21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work

<b>Tasks &amp; Deliverables</b>	<b>Description</b>	<b>End Date</b>
Task 1	Develop periodic update work plan	
<b>Deliverable 1</b>	<b>D1: Periodic update work plan</b>	<b>June 12, 2026</b>
Task 2	Develop a public participation plan	
<b>Deliverable 2</b>	<b>D2: Public participation plan</b>	<b>June 12, 2026</b>
Task 3	Complete critical areas analysis	
<b>Deliverable 3</b>	<b>D3: Critical Areas Checklist</b>	<b>June 12, 2026</b>
Task 4	Complete comprehensive plan analysis and development regulations	
<b>Deliverable 4</b>	<b>D4: Periodic Update Checklist for Fully-Planning</b>	<b>June 12, 2026</b>
Task 5	Population allocation and Housing allocation	
<b>Deliverable 5</b>	<b>D5: Population allocation and Housing allocation, to include HAP spreadsheet</b>	<b>June 12, 2026</b>
Task 6	Land Use Study	
<b>Deliverable 6</b>	<b>D6: Land Capacity Analysis</b>	<b>June 12, 2026</b>

## Attachment B: Budget

<b>Deliverable</b>	<b>SFY26 Amount</b>
<b>D1:</b> Periodic update work plan	\$7,500
<b>D2:</b> Public participation plan	\$7,500
<b>D3:</b> Critical Areas Checklist	\$7,500
<b>D4:</b> Periodic Update Checklist for Fully-Planning	\$10,000
<b>D5:</b> Population allocation and Housing allocation	\$7,500
<b>D6:</b> Land Capacity Analysis	\$10,000
<b>Contract Total</b> (State Fiscal Year 2026 only)	<b>\$50,000</b>

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS UNION LOCAL #252**

**AND**

**THE CITY OF SOUTH BEND**

**PUBLIC WORKS AND CLERICAL**

January 1, 2024 - December 31, 2026

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This Agreement is entered into by and between the City of South Bend, Washington hereinafter referred to as the City and the Teamsters Union Local No. 252, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours, and conditions of employment.

## **SECTION 1 - RECOGNITION**

**1.1** The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes as stated in Ch. 41.56. R.C.W of regular full-time employees employed within the bargaining unit of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC) but shall exclude the Chief of Police, City Supervisor, City Clerk, temporary and part-time employees who work less than 20 hours per week.

## **SECTION 2 - UNION MEMBERSHIP**

**2.1** The City shall recognize the Chauffeurs, Teamsters, and Helpers Union, Local 252, affiliated with the International Brotherhood of Teamsters (Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

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

**2.3** It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

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

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

## **SECTION 3 - DISCRIMINATION**

**3.1** The City and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, membership or non-membership in a Union, or mental or physical handicap.

3.2 Whenever words denoting the masculine gender are used in the Agreement, they are intended to apply equally to either gender.

#### **SECTION 4 - MANAGEMENT RIGHTS**

4.1 The right to hire, promote, discharge for just cause, or due to lack of special funding programs such as CETA, and/or improved efficiency, and determining work schedules and locating department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

4.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job qualification.

4.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards. The City also agrees that performance standards shall be reasonable.

#### **SECTION 5 - DISCHARGE**

~~5.1 Police: To coincide with the Civil Service Rules. During the probationary period of twelve (12) months the Employer may discharge without just cause. If a cutback is required, laid off employees are eligible for re-hire, if re-hire occurs within one year. All officers shall abide by the rules and regulations of the Department as stated in the Departmental Order & Policies. (See Appendix B) A police officer's probationary period will begin after he/she has completed their academy training. Unless an officer begins employment and works prior to their admittance to academy, the probation period will cease and resume upon their return to duty.~~

**5.12 Public Works & Clerical Office:** The Employer may discharge or suspend any employee for just cause in the event of an infraction of employee's duties or management directive such as but not limited to drinking on the job, use of drugs on the job, theft or willful damage to Employer property or equipment may result in immediate discharge. If an employee must be treated for substance abuse a second time, requiring time away from work, then the Employer shall have the right to discharge such employee. There shall be a probationary period of six (6) months in which time the probationary employee is not entitled to sick leave or vacation days until the end of the probationary period. Accrued sick leave and vacation will be implemented retroactively upon completion of the probationary period.

#### **SECTION 6 - BEREAVEMENT LEAVE**

6.1 When a death occurs to a member of an employee's family, the employee shall be granted three (3) days off with pay, Members of an immediate family, for the purpose of this Article, shall consist of spouse, sons, daughters, mother, father, brothers, sisters, stepchildren or like relative of the employees' spouse or domestic partner. Additional time may be given for travel. Employees may choose to utilize accrued sick leave or vacation leave for travel.

## **SECTION 7 - JURY DUTY**

7.1 An employee called for jury service shall be compensated at his regular straight time rate of pay for the difference between the jury fees received and hours lost from work, not to exceed eight (8) hours pay per day.

## **SECTION 8 - WORK STOPPAGE**

8.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of the Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the fore-going actions shall be subject to such disciplinary actions as may be determined by the City: including but not limited to the recovery of any financial losses suffered by the City.

## **SECTION 9 - GRIEVANCE**

9.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.

9.2 An employee or group of employees or their delegated representative who consider that they have a grievance shall present such a grievance in writing to the non-union Supervisor who shall attempt to resolve it within five (5) days.

9.3 If the employee is not satisfied with the solution by the Supervisor, the grievance, in writing, together with all other pertinent material shall be presented to the Mayor.

9.4 Any grievance involving the interpretation or application of this Agreement which is not resolved by the Mayor within fifteen (15) working days after it is presented to him, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within thirty (30) days after the grievance has been presented to the Mayor.

## **SECTION 10 - ARBITRATION PROVISION**

10.1 In the event that a mutually acceptable arbiter cannot be selected by the parties within ten (10) working days following the above demand for arbitration, the demand may be filed with the Public Employees Relations Commission (PERC). The arbiter shall be selected according to PERC procedures. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his decision based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the employer which is beyond his jurisdiction. The expense of the arbitration shall be borne equally by the parties hereto.

10.2 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of the Agreement.

10.3 None of the foregoing is intended to mean that the Union itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union to lodge and process a grievance is expressly confirmed. An

employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with an employee shall be contrary to the terms of the Agreement.

## **SECTION 11 - UNIFORMS AND CLOTHING**

~~**11.1 Police:** Uniforms as specified by the City Council will be provided by the City. A clothing allowance of seven hundred and fifty (\$750.00) dollars per year for cleaning (for clothing only) and repair. Leather will be provided by the Officer. The City can buy a gun for an employee and the employee will reimburse the City in six (6) monthly installments. New employees hired by the Police Department shall be provided with two (2) complete sets of Uniforms including a jacket. Uniform replacement shall be at the discretion of the Chief of Police. Uniformed Police Officers shall have a yearly boot allowance of two hundred and fifty (\$250.00) dollars. The Police Secretary shall receive a two hundred and fifty (\$250.00) dollars per year clothing allowance if required to wear such uniform.~~

**11.2 Public Works:** Hard Hat, Warning Vest, and Boots (four pair of rubber boots maximum per year and two hundred and fifty (\$250.00) dollars per year for work boots) shall be supplied by the City. Lost items shall be replaced by the employee. The Employer will provide one (1) set of specified rain gear. Rain gear must be worn only on the job and will be city property and remain at the shop when not in use. Gear lost or destroyed due to negligence will be replaced by the employee. The Employer shall replace all equipment every two (2) years unless the Employer deems otherwise.

**11.3 All Employees:** Employees who use their personal cell phone for city-related business shall receive a monthly stipend of forty (\$40) dollars per month.

~~**11.4 Standard Physical Testing:** The employer agrees to compensate Commissioned Police Officers on a one (1) time per year two hundred fifty and dollars (\$250) performance bonus for voluntary participation and successful completion of standard physical testing two (2) times per year. Compensation will be included on the last pay day in December of each year. To be eligible for this compensation, an employee must successfully pass the physical ability test two (2) times per year. Testing will be scheduled by management. Commissioned Police Officers are required to attend on their own time. If the testing is scheduled during an employee's work period, the employee must use vacation time or compensatory time to cover the time spent testing.~~

## **SECTION 12 - HOLIDAYS**

**12.1** The following day or days in lieu thereof shall be recognized as paid legal holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Three (3) Floating Holidays	Employee Request

**12.2** Whenever the above legal holidays fall upon a Sunday, the following Monday shall be a legal holiday. Whenever a legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

**12.3** Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

**12.4** Employees who work on a holiday shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked, plus holiday pay.

**12.5** To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday: provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to receive pay for the holiday preceding their first day of work.

~~**12.6** Uniformed Police Officers shall receive 88 hours (equivalent to eleven holidays) straight time pay. Such payment shall be made on the first (1<sup>st</sup>) paycheck in December of each year and shall be pro-rated with respect to newly hired employees.~~

### **SECTION 13 - VACATION**

**13.1** The Employer agrees to give each full time employee who have completed one (1) year; ninety-six (96) hours vacation with full pay; all employees who have completed three (3) years shall receive one hundred twenty (120) hours vacation with full pay, all employees who have completed five (5) years shall receive one hundred sixty (160) hours vacation with full pay, all employees who have completed seven (7) years shall receive one hundred eighty (180) hours vacation with pay plus forty (40) hours of bonus pay and all employees who have completed ten (10) years shall receive two hundred (200) hours vacation with pay plus forty (40) hours of bonus pay, or upon approval of the Mayor, vacation time off. In the event the employee quits his employment after one (1) year of employment, the employee shall be granted pro-rated vacation pay based on his length of employment based on two thousand eighty (2080) hours per year.

**13.2** All employees shall have the right to accumulate up to a maximum of two hundred (200) hours of accrued vacation time. Any hours accrued over the two hundred (200) hour maximum shall be bought back from the employee at their applicable rate of pay. Buyback shall be made on a monthly basis but shall not exceed forty (40) hours per year. Any hours accrued beyond the forty (40) hours bought back shall be taken as leave.

**13.3** Seniority shall prevail within the individual units, (i.e., Public Works, Office, Police) when establishing preference of vacation dates.

**13.5** Any employee that commits a felony while on the job shall forfeit all unpaid vacation pay upon conviction. All vacation pay balances shall be held by the City while the employee is on paid administrative leave until a court determination is made.

### **SECTION 14 - SICK LEAVE**

**14.1** Sick leave shall accrue at the rate of one (1) day per month. Such employees covered by this Agreement shall accrue twelve (12) days of sick leave annually. Employees returning to work who have been ill for more than three (3) days may be required to supply their supervisor with a doctor's slip indicating the type of illness. The Employer may request a doctor's slip if an employee misses work due to a scheduled appointment with a doctor or dentist.

**14.2** Employees covered by this Agreement may accumulate a maximum of ninety (90) days sick leave seven hundred and twenty (720) hours.

**14.3** Once an employee's sick leave bank is used up, the Employer shall have the right to extend an employee's sick leave by thirty (30) days. The Employer shall have the sole discretion on extending said sick leave.

**14.4** Any sick days accumulated over the ninety (90) day maximum shall be bought back by the City at the employee's applicable rate of pay. All buy back shall be done on a monthly basis.

**14.5** Employees shall notify their Supervisor on the first (1<sup>st</sup>) day of any illness.

**14.6** Upon resignation or retirement unused sick leave will be paid at the rate of 50% of accumulated time.

**14.7** Any employee that commits a felony while on the job shall forfeit all unpaid sick leave pay upon conviction. All sick pay balances shall be held by the City while the employee is on paid administrative leave until a court determination is made.

### **SECTION 15 - COURT TIME**

~~**15.1** — Any police department employee having to attend any court proceeding or hearing in South Bend or Raymond while off duty will be paid a minimum of two (2) hours at time and one half (1 1/2). Any part of one (1) hour constitutes one (1) full hour. Court time pay for attending other jurisdictions beyond the South Bend/Raymond area will be paid at the straight time rate of pay for actual hours worked, subject to the responsible non-union Supervisor's approval.~~

### **SECTION 16 - UNION REPRESENTATIVES**

**16.1** Union Representatives may, after receiving permission from the City official in charge, visit the work location of employees covered by this Agreement for the purpose of investigating a grievance. City work hours shall not be used by employees or the Business Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

### **SECTION 17 - SAVINGS CLAUSE**

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

### **SECTION 18 - HOURS OF WORK AND OVERTIME**

**18.1 Public Works:** The work week shall consist of forty (40) hours a week, eight (8) hours a day. The employees shall have two (2) consecutive days off. Workdays shall be Monday through Friday except when Local, State or Federal mandates require seven (7) days per week continuous operation. When this occurs the employer, employees involved, and the Union Business Representative shall meet to work out a satisfactory solution to their work schedule. Overtime shall be offered based on job qualifications.

**18.1.1 Water Plant:** The Employer, Union or employee may request a change in the work week.

**18.2 Public Works:** Employees called back to work after completing their regular scheduled shift shall be guaranteed a minimum of two (2) hours pay at the employees' applicable double-time (2) rate of pay. Any time worked in excess of two (2) hours shall be paid for at one and one-half (1-1/2) times straight time rate of pay for actual hours worked.

~~**18.3 Police:** Emergency call back employees who are called back to work after completing their regular scheduled shift shall be guaranteed a minimum of two (2) hours pay at the employees' applicable double time (2). Any time worked in excess of two (2) hours shall be paid for at one and one half (1 1/2) times straight time rate of pay for actual hours worked.~~

~~**18.4 Public Works & Police:**~~ Notwithstanding the other section of this Article, the City may, following consultation with the Union, implement a four (4) ten (10) hour day, forty (40) hour work week. Overtime shall be paid for any hours in excess of ten (10) hours per day or forty (40) hours per week. Except for training hours. All time worked in excess of eight (8) hours in any one shift shall be paid for at the rate of one and one-half (1-1/2) times the straight-time rate of pay. Except for training hours. All City Employees shall be paid One Dollar (\$1.00) per hour shift differential for each hour worked after 7:00 p.m. and before 7:00 a.m. Shift differential shall apply to overtime/callout hours worked. Any training will be paid at straight time regardless of number of hours worked that day or week. In the event of an emergency when a seven (7) day work schedule is needed for a short period of time (defined as more than seven (7) days, but less than four (4) weeks) the Employer shall implement a seven (7) day work schedule giving the employees two (2) consecutive days off.

~~**18.5 Police:** The work week shall consist of forty (40) hours a week, eight (8) hours a day. Employees shall have two consecutive days off. Overtime shall be offered based on seniority.~~

**18.6 Office:** The work week shall consist of forty (40) hours a week, eight (8) hours a day. Employees shall have two (2) consecutive days off. The workdays will be Monday through Friday 7:30am-4pm with a half (1/2) hour for lunch. All time in excess of eight (8) hours in any one (1) day shall be paid for at the rate of one and one-half (1 1/2) times the straight time rate of pay. All work performed in excess of forty (40) hours in one week to be paid at the rate of one and one-half (1-1/2) times the straight time rate of pay. Employees shall be paid a minimum of two (2) hours of time and one-half (1 1/2) their applicable rate of pay for any hours worked, which is not concurrent with their regularly scheduled shift. All overtime shall be offered by job qualifications. Grant positions shall conform to the same hours of work as the regular office staff.

**18.7 Police and Public Works:** Any police officer on call shall receive \$2.50 per hour until called out at which time he/she would receive time and one half (1 1/2) for a minimum of two (2) hours and would resume regular pay when scheduled shift commences or officer is relieved.

**18.8 Office:** Employees on their daily breaks shall not be required to clock out unless they leave City Property.

## SECTION 19 - LONGEVITY

**19.1** For each year of service, beginning with the first (1<sup>st</sup>), each employee of the City of South Bend shall receive ten dollars (\$10.00) per month for each year of service after completion of the third (3<sup>rd</sup>) year of employment.

## SECTION 20 - RETIREMENT

**20.1** The City shall provide the same retirement options as are presently being provided to current employees. The Employer shall provide retirement contributions when mandated by the applicable retirement system.

**SECTION 21 - HEALTH AND WELFARE**

**21.1** Effective January 1, 2024 and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, for each employee who received compensation for eighty (80) hours or more in the previous month the following amounts toward the plans listed below: Beginning January 1, 2024, the Employer shall contribute one thousand and four hundred seventy-five dollars (\$1,475). Beginning January 1, 2025, the Employer shall contribute one thousand five hundred and twenty-five dollars (\$1,525.00). Beginning January 1, 2026 the Employer shall contribute one thousand five hundred seventy-five dollars (\$1,575.00)

**Medical**

Medical - Plan "B"	\$ 1451.80
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**Dental**

Plan "B"	\$ 87.50
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**Vision**

Plan "EXT"	\$ 17.10
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**21.2 Maintenance of Benefits:** The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or eligibility as may be modified by the Trustees during the Life of the Agreement, the employees shall pay such increases as determined by the Trustees via a payroll deduction.

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

**21.4 Delinquency:** If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by the employees or dependents during such delinquency. If delinquent, the Employer may be notified by the Union and, thereafter, shall have five (5) days to pay the amount due. If payment is not made by the end of five (5) days, the Union may, without liability, therefore implement any economic persuasion deemed expedient and such shall not be a violation of this agreement.

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

**SECTION 22 - RETIREE'S WELFARE TRUST**

**22.1** Effective January 1, 2024, based upon December hours and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer

agrees to remit the following amounts (based upon Employee payroll deduction) to the Retiree's Welfare Trust c/o Northwest Administrators, Inc., for each employee who received compensation for eighty (80) hours or more in the previous month for coverage under the following:

**Retiree's Welfare Trust RWT-Plus Plan as follows:**

Effective January 1, 2024	\$94.85
Effective January 1, 2025	TBD
Effective January 1, 2026	TBD

**22.2** This payment shall be funded as follows:

- a) The Employer shall contribute fifty dollars (\$50.00) towards the monthly premium for the duration of this Agreement.
- b) The Employee shall contribute the remaining balance of the monthly premium for the duration of this Agreement via a payroll deduction.

**SECTION 23 - UNSAFE EQUIPMENT**

**23.1** No employee shall be required to drive a vehicle that does not meet the requirements of the State Vehicle Safety codes with regard to brakes, running gear and mechanical soundness. If an employee is requested to drive a vehicle in violation of this clause the Union will contact the supervisor and, in the event necessary corrections are not made, the Union will then contact the Mayor. If the Union and the Mayor agree on the violation, the refusal of the employee to operate such vehicle until it is repaired shall not be a violation of the Agreement, and no further steps of arbitration shall apply.

**23.2** The Employer shall have the right to dictate the manner of reporting defective equipment and to ensure that each employee is advised in writing of the proper reporting method. The Employer shall schedule safety meetings on a monthly basis for all employees.

**23.3** It shall be understood that each and every employee has the responsibility to ensure that all defective equipment is promptly reported to the Employer.

**SECTION 24 - RULES OF OPERATION**

**24.1 Public Works:** The Supervisory personnel shall be working supervisors and may do those jobs with the crew for which they are qualified. The working supervisor shall have the right to pull first call, up to one (1) hour in the event of an emergency call-out.

**24.2** An employee shall be expected to perform those tasks necessary to complete the job although those tasks may be lower than his classification. These tasks shall be performed whenever necessary with the understanding that he/she will be paid at the rate of pay at which he normally works and will not be required to perform these less skilled tasks when personnel having the lower classification are available.

**24.3** Employees may be asked to work at tasks above their classifications in the form of OJT, but for those periods be paid at his normal hourly rate of pay. The employee will have the right of refusal to attempt these more complex skilled jobs.

**24.4** Certification classes that are available will be paid for by the City. All classes attended by the employees will be with the approval of their supervisor.

## **SECTION 25 - SENIORITY**

**25.1** Seniority shall be equal to the length of continuous service with the appropriate bargaining unit, beginning with the date the employee was last employed. For the purpose of this section the public works seniority list shall include the garbage collection employee(s).

**25.2** All employees shall attain seniority after completion of their respective probationary period.

**25.3** Seniority shall be broken only by justifiable discharge, voluntary quit, or more than twelve (12) months lay off. In the event of a layoff, the employee last hired shall be the first laid off.

**Exception - Public Works:** The least qualified employee within their classification shall be laid off first. Laid off employees shall be eligible for rehire, if rehire is within one (1) year of the date of lay-off.

**25.4** Seniority shall prevail in the case of promotions and creation of new jobs, when job knowledge and past performance are equal.

## **SECTION 26 - PARENTAL LEAVE**

**26.1** Upon the adoption, birth, or complication from birth, employees may utilize their entire sick leave and annual leave accrual, or parts thereof or may request a leave of absence without pay for a period not to exceed six (6) months.

**26.2** Upon the expiration of the leave of absence without pay, the employee shall return to the same job or equivalent position, as was held by the employee prior to the leave of absence.

**26.3** The employee will consult with a physician to determine whether he/she may continue to work and for what period of time, and the Employer shall receive such information and be entitled to ask relevant questions of the physician. Employees will sign the appropriate release.

## **SECTION 27 - ENTIRE AGREEMENT**

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

**27.2** The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in the Agreement. This Agreement contains the complete Agreement between the parties and no additions, waivers, deletion, changes or amendments shall be made during the life of this Agreement, except by mutual consent in writing of the parties hereto.

## **SECTION 28 - WAGES**

**28.1** Appendix A shall reflect the adjusted wage scales for each individual section.

~~**28.2 Police:** Police Officers with two (2) years' experience with any Department shall receive the top wage after serving their probationary period.~~



**Section 29 - APPENDIX A - CLASSIFICATIONS & WAGES**

**29.1 2024/2025/2026 Wage Schedules**

Wages shall increase 4.0% January 1, 2024

\* Police Officers and Sergeants receiving and extra 1% for a total of 5% in 2024.

Wages shall increase 4.0% January 1, 2025.

Wages shall increase 4.0% January 1, 2026.

The Police Sergeant shall be compensated at a rate of 12% above the top step for Police Officer year 1, 13.5% year 3, and 15% year 5.

**29.1.1 2024 Wage Schedule**

Classification	Step I	Step II	Step III	Step IV	Step V
	0-6 Months	6 Mos.- 2 Yr.	2 Years +		
Public Works Tech. I	\$26.83	\$27.04	\$27.27		
Public Works Tech. II	\$27.49	\$27.72	\$27.95		
Public Works Tech. III	\$28.13	\$28.33	\$28.64		
Public Works Tech. IV	\$28.94	\$29.13	\$29.45		
Secretary/Court Clerk	\$21.67	\$23.07	\$24.56	\$25.48	\$28.44
Utility/Administrative Clerk	\$21.67	\$23.07	\$24.56	\$25.48	\$28.44
Police Secretary	\$21.67	\$23.07	\$24.56	\$25.48	\$28.44
<b>Police Officer</b>	<b>\$30.36</b>	<b>\$30.67</b>	<b>\$31.50</b>		
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>		
		<b>3 years</b>	<b>5 years</b>		
<b>Sergeant</b>	<b>\$35.28</b>	<b>\$35.75</b>	<b>\$36.23</b>		

**29.1.2 2025 Wage Schedule.**

Classification	Step I	Step II	Step III	Step IV	Step V
	0-6 Months	6 Mos.- 2 Yr.	2 Years +		
Public Works Tech. I	\$27.91	\$28.13	\$28.36		
Public Works Tech. II	\$28.59	\$28.83	\$29.07		
Public Works Tech. III	\$29.26	\$29.47	\$29.79		

Public Works Tech. IV	\$30.10	\$30.30	\$30.63		
Secretary/Court Clerk	\$22.54	\$24.00	\$25.55	\$26.50	\$29.58
Utility/Administrative Clerk	\$22.54	\$24.00	\$25.55	\$26.50	\$29.58
Police Secretary	\$22.54	\$24.00	\$25.55	\$26.50	\$29.58
<b>Police Officer</b>	<b>\$31.58</b>	<b>\$31.90</b>	<b>\$32.76</b>		
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>		
		<b>3 years</b>	<b>5 years</b>		
<b>Sergeant</b>	<b>\$36.70</b>	<b>\$37.18</b>	<b>\$37.68</b>		

**29.1.3 2026 Wage Schedule.**

Classification	Step I	Step II	Step III	Step IV	Step V
	0-6 Months	6 Mos.- 2 Yr.	2 Years +		
Public Works Tech. I	\$29.03	\$29.26	\$29.50		
Public Works Tech. II	\$29.74	\$29.99	\$30.24		
Public Works Tech. III	\$30.43	\$30.65	\$30.99		
Public Works Tech. IV	\$31.31	\$31.52	\$31.86		
Secretary/Court Clerk	\$23.45	\$24.96	\$26.58	\$27.56	\$30.77
Utility/Administrative Clerk	\$23.45	\$24.96	\$26.58	\$27.56	\$30.77
Police Secretary	\$23.45	\$24.96	\$26.58	\$27.56	\$30.77
<b>Police Officer</b>	<b>\$32.85</b>	<b>\$33.18</b>	<b>\$34.07</b>		
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>		
		<b>3 years</b>	<b>5 years</b>		
<b>Sergeant</b>	<b>\$38.17</b>	<b>\$38.67</b>	<b>\$39.19</b>		

**29.3** Public Works Lead and Parks Operation Lead shall receive an additional two dollars and fifty cents (\$2.50) per hour.

**29.4** Water Treatment Plant Operator shall receive an additional two dollars and twenty cents (\$2.50) per hour.

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS UNION LOCAL #252**

**AND**

**THE CITY OF SOUTH BEND**

**COMMISSIONED LAW ENFORCEMENT OFFICERS**

January 1, 2024 - December 31, 2026

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This Agreement is entered into by and between the City of South Bend, Washington hereinafter referred to as the City and the Teamsters Union Local No. 252, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours, and conditions of employment.

## **SECTION 1 - RECOGNITION**

**1.1** The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes as stated in Ch. 41.56. R.C.W of regular full-time employees employed within the bargaining unit of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC) but shall exclude the Chief of Police, City Supervisor, City Clerk, temporary and part-time employees who work less than 20 hours per week.

## **SECTION 2 - UNION MEMBERSHIP**

**2.1** The City shall recognize the Chauffeurs, Teamsters, and Helpers Union, Local 252, affiliated with the International Brotherhood of Teamsters (Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

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

**2.3** It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

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

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

## **SECTION 3 - DISCRIMINATION**

**3.1** The City and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, membership or non-membership in a Union, or mental or physical handicap.

**3.2** Whenever words denoting the masculine gender are used in the Agreement, they are intended to apply equally to either gender.

#### **SECTION 4 - MANAGEMENT RIGHTS**

**4.1** The right to hire, promote, discharge for just cause, or due to lack of special funding programs such as CETA, and/or improved efficiency, and determining work schedules and locating department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

**4.2** Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job qualification.

**4.3** The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the Union to jointly discuss such performance standards. The City also agrees that performance standards shall be reasonable.

#### **SECTION 5 - DISCHARGE**

**5.1 Police:** To coincide with the Civil Service Rules. During the probationary period of twelve (12) months the Employer may discharge without just cause. If a cutback is required, laid-off employees are eligible for re-hire, if re-hire occurs within one year. All officers shall abide by the rules and regulations of the Department as stated in the Departmental Order & Policies. (See Appendix B) A police officer's probationary period will begin after he/she has completed their academy training. Unless an officer begins employment and works prior to their admittance to academy, the probation period will cease and resume upon their return to duty.

~~**5.2 Public Works & Office:** The Employer may discharge or suspend any employee for just cause in the event of an infraction of employee's duties or management directive such as but not limited to drinking on the job, use of drugs on the job, theft or willful damage to Employer property or equipment may result in immediate discharge. If an employee must be treated for substance abuse a second time, requiring time away from work, then the Employer shall have the right to discharge such employee. There shall be a probationary period of six (6) months in which time the probationary employee is not entitled to sick leave or vacation days until the end of the probationary period. Accrued sick leave and vacation will be implemented retroactively upon completion of the probationary period.~~

#### **SECTION 6 - BEREAVEMENT LEAVE**

**6.1** When a death occurs to a member of an employee's family, the employee shall be granted three (3) days off with pay, Members of an immediate family, for the purpose of this Article, shall consist of spouse, sons, daughters, mother, father, brothers, sisters, stepchildren or like relative of the employees' spouse or domestic partner. Additional time may be given for travel. Employees may choose to utilize accrued sick leave or vacation leave for travel.

## **SECTION 7 - JURY DUTY**

**7.1** An employee called for jury service shall be compensated at his regular straight time rate of pay for the difference between the jury fees received and hours lost from work, not to exceed eight (8) hours pay per day.

## **SECTION 8 - WORK STOPPAGE**

**8.1** The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of the Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the fore-going actions shall be subject to such disciplinary actions as may be determined by the City: including but not limited to the recovery of any financial losses suffered by the City.

## **SECTION 9 - GRIEVANCE**

**9.1** A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.

**9.2** An employee or group of employees or their delegated representative who consider that they have a grievance shall present such a grievance in writing to the non-union Supervisor who shall attempt to resolve it within five (5) days.

**9.3** If the employee is not satisfied with the solution by the Supervisor, the grievance, in writing, together with all other pertinent material shall be presented to the Mayor:

**9.4** Any grievance involving the interpretation or application of this Agreement which is not resolved by the Mayor within fifteen (15) working days after it is presented to him, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within thirty (30) days after the grievance has been presented to the Mayor.

## **SECTION 10 - ARBITRATION PROVISION**

**10.1** In the event that a mutually acceptable arbiter cannot be selected by the parties within ten (10) working days following the above demand for arbitration, the demand may be filed with the Public Employees Relations Commission (PERC). The arbiter shall be selected according to PERC procedures. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his decision based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the employer which is beyond his jurisdiction. The expense of the arbitration shall be borne equally by the parties hereto.

**10.2** Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of the Agreement.

**10.3** None of the foregoing is intended to mean that the Union itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union to lodge and process a grievance is expressly confirmed. An

employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with an employee shall be contrary to the terms of the Agreement.

**SECTION 11 - UNIFORMS AND CLOTHING**

**11.1 Police:** Uniforms as specified by the City Council will be provided by the City. A clothing allowance of seven hundred and fifty (\$750.00) dollars per year for cleaning (for clothing only) and repair. Leather will be provided by the Officer. The City can buy a gun for an employee and the employee will reimburse the City in six (6) monthly installments. New employees hired by the Police Department shall be provided with two (2) complete sets of Uniforms including a jacket. Uniform replacement shall be at the discretion of the Chief of Police. Uniformed Police Officers shall have a yearly boot allowance of two hundred and fifty (\$250.00) dollars. The Police Secretary shall receive a two-hundred and fifty (\$250.00) dollars per year clothing allowance if required to wear such uniform.

~~**11.2 Public Works:** Hard Hat, Warning Vest, and Boots (four pair of rubber boots maximum per year and two hundred and fifty (\$250.00) dollars per year for work boots) shall be supplied by the City. Lost items shall be replaced by the employee. The Employer will provide one (1) set of specified rain gear. Rain gear must be worn only on the job and will be city property and remain at the shop when not in use. Gear lost or destroyed due to negligence will be replaced by the employee. The Employer shall replace all equipment every two (2) years unless the Employer deems otherwise.~~

**11.3 All Employees:** Employees who use their personal cell phone for city-related business shall receive a monthly stipend of forty (\$40) dollars per month.

**11.4 Standard Physical Testing:** The employer agrees to compensate Commissioned Police Officers on a one (1) time per year two hundred fifty and dollars (\$250) performance bonus for voluntary participation and successful completion of standard physical testing two (2) times per year. Compensation will be included on the last pay day in December of each year. To be eligible for this compensation, an employee must successfully pass the physical ability test two (2) times per year. Testing will be scheduled by management. Commissioned Police Officers are required to attend on their own time. If the testing is scheduled during an employee’s work period, the employee must use vacation time or compensatory time to cover the time spent testing.

**SECTION 12 - HOLIDAYS**

**12.1** The following day or days in lieu thereof shall be recognized as paid legal holidays:

New Year’s Day	January 1
Martin Luther King Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Three (3) Floating Holidays	Employee Request

**12.2** Whenever the above legal holidays fall upon a Sunday, the following Monday shall be a legal holiday. Whenever a legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

**12.3** Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

**12.4** Employees who work on a holiday shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked, plus holiday pay.

**12.5** To qualify for holiday pay employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday: provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to receive pay for the holiday preceding their first day of work.

**12.6** Uniformed Police Officers shall receive 88 hours (equivalent to eleven holidays) straight time pay. Such payment shall be made on the first (1<sup>st</sup>) paycheck in December of each year and shall be pro-rated with respect to newly hired employees.

### **SECTION 13 - VACATION**

**13.1** The Employer agrees to give each full time employee who have completed one (1) year; ninety-six (96) hours vacation with full pay; all employees who have completed three (3) years shall receive one hundred twenty (120) hours vacation with full pay, all employees who have completed five (5) years shall receive one hundred sixty (160) hours vacation with full pay, all employees who have completed seven (7) years shall receive one hundred eighty (180) hours vacation with pay plus forty (40) hours of bonus pay and all employees who have completed ten (10) years shall receive two hundred (200) hours vacation with pay plus forty (40) hours of bonus pay, or upon approval of the Mayor, vacation time off. In the event the employee quits his employment after one (1) year of employment, the employee shall be granted pro-rated vacation pay based on his length of employment based on two thousand eighty (2080) hours per year.

**13.2** All employees shall have the right to accumulate up to a maximum of two hundred (200) hours of accrued vacation time. Any hours accrued over the two hundred (200) hour maximum shall be bought back from the employee at their applicable rate of pay. Buyback shall be made on a monthly basis but shall not exceed forty (40) hours per year. Any hours accrued beyond the forty (40) hours bought back shall be taken as leave.

**13.3** Seniority shall prevail ~~within the individual units, (i.e., Public Works, Office, Police)~~ when establishing preference of vacation dates.

**13.5** Any employee that commits a felony while on the job shall forfeit all unpaid vacation pay upon conviction. All vacation pay balances shall be held by the City while the employee is on paid administrative leave until a court determination is made.

### **SECTION 14 - SICK LEAVE**

**14.1** Sick leave shall accrue at the rate of one (1) day per month. Such employees covered by this Agreement shall accrue twelve (12) days of sick leave annually. Employees returning to work who have been ill for more than three (3) days may be required to supply their supervisor with a doctor's slip indicating the type of illness. The Employer may request a doctor's slip if an employee misses work due to a scheduled appointment with a doctor or dentist.

14.2 Employees covered by this Agreement may accumulate a maximum of ninety (90) days sick leave seven hundred and twenty (720) hours.

14.3 Once an employee's sick leave bank is used up, the Employer shall have the right to extend an employee's sick leave by thirty (30) days. The Employer shall have the sole discretion on extending said sick leave.

14.4 Any sick days accumulated over the ninety (90) day maximum shall be bought back by the City at the employee's applicable rate of pay. All buy back shall be done on a monthly basis.

14.5 Employees shall notify their Supervisor on the first (1<sup>st</sup>) day of any illness.

14.6 Upon resignation or retirement unused sick leave will be paid at the rate of 50% of accumulated time.

14.7 Any employee that commits a felony while on the job shall forfeit all unpaid sick leave pay upon conviction. All sick pay balances shall be held by the City while the employee is on paid administrative leave until a court determination is made.

## **SECTION 15 - COURT TIME**

15.1 Any police department employee having to attend any court proceeding or hearing in South Bend or Raymond while off duty will be paid a minimum of two (2) hours at time and one-half (1-1/2). Any part of one (1) hour constitutes one (1) full hour. Court time pay for attending other jurisdictions beyond the South Bend/Raymond area will be paid at the straight time rate of pay for actual hours worked, subject to the responsible non-union Supervisor's approval.

## **SECTION 16 - UNION REPRESENTATIVES**

16.1 Union Representatives may, after receiving permission from the City official in charge, visit the work location of employees covered by this Agreement for the purpose of investigating a grievance. City work hours shall not be used by employees or the Business Representative for the conduct of Union business or the promotion of Union affairs other than stated above.

## **SECTION 17 - SAVINGS CLAUSE**

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

## **SECTION 18 - HOURS OF WORK AND OVERTIME**

~~18.1 Public Works: The work week shall consist of forty (40) hours a week, eight (8) hours a day. The employees shall have two (2) consecutive days off. Workdays shall be Monday through Friday except when Local, State or Federal mandates require seven (7) days per week continuous operation. When this occurs the employer, employees involved, and the Union Business Representative shall meet to work out a satisfactory solution to their work schedule. Overtime shall be offered based on job qualifications.~~

~~18.1.1 Water Plant: The Employer, Union or employee may request a change in the work week.~~

~~18.2 Public Works: Employees called back to work after completing their regular scheduled shift shall be guaranteed a minimum of two (2) hours pay at the employees' applicable double time (2) rate of pay. Any time worked in excess of two (2) hours shall be paid for at one and one half (1 1/2) times straight time rate of pay for actual hours worked.~~

~~18.3 Police:~~ Emergency call back employees who are called back to work after completing their regular scheduled shift shall be guaranteed a minimum of two (2) hours pay at the employees' applicable double time (2). Any time worked in excess of two (2) hours shall be paid for at one and one-half (1-1/2) times straight time rate of pay for actual hours worked.

~~18.4 Public Works & Police:~~ Notwithstanding the other section of this Article, the City may, following consultation with the Union, implement a four (4) ten (10) hour day, forty (40) hour work week. Overtime shall be paid for any hours in excess of ten (10) hours per day or forty (40) hours per week. Except for training hours. All time worked in excess of eight (8) hours in any one shift shall be paid for at the rate of one and one-half (1-1/2) times the straight-time rate of pay. Except for training hours. All City Employees shall be paid One Dollar (\$1.00) per hour shift differential for each hour worked after 7:00 p.m. and before 7:00 a.m. Shift differential shall apply to overtime/callout hours worked. Any training will be paid at straight time regardless of number of hours worked that day or week. In the event of an emergency when a seven (7) day work schedule is needed for a short period of time (defined as more than seven (7) days, but less than four (4) weeks) the Employer shall implement a seven (7) day work schedule giving the employees two (2) consecutive days off.

~~18.5 Police:~~ The work week shall consist of forty (40) hours a week, eight (8) hours a day. Employees shall have two consecutive days off. Overtime shall be offered based on seniority.

~~18.6 Office: The work week shall consist of forty (40) hours a week, eight (8) hours a day. Employees shall have two (2) consecutive days off. The workdays will be Monday through Friday 7:30am-4pm with a half (1/2) hour for lunch. All time in excess of eight (8) hours in any one (1) day shall be paid for at the rate of one and one half (1 1/2) times the straight time rate of pay. All work performed in excess of forty (40) hours in one week to be paid at the rate of one and one half (1 1/2) times the straight time rate of pay. Employees shall be paid a minimum of two (2) hours of time and one half (1 1/2) their applicable rate of pay for any hours worked, which is not concurrent with their regularly scheduled shift. All overtime shall be offered by job qualifications. Grant positions shall conform to the same hours of work as the regular office staff.~~

~~18.7 Police and Public Works:~~ Any police officer on call shall receive \$2.50 per hour until called out at which time he/she would receive time and one half (1 1/2) for a minimum of two (2) hours and would resume regular pay when scheduled shift commences or officer is relieved.

~~18.8 Office: Employees on their daily breaks shall not be required to clock-out unless they leave City Property.~~

## SECTION 19 - LONGEVITY

19.1 For each year of service, beginning with the first (1<sup>st</sup>), each employee of the City of South Bend shall receive ten dollars (\$10.00) per month for each year of service after completion of the third (3<sup>rd</sup>) year of employment.

## SECTION 20 - RETIREMENT

20.1 The City shall provide the same retirement options as are presently being provided to current employees. The Employer shall provide retirement contributions when mandated by the applicable retirement system.

**SECTION 21 - HEALTH AND WELFARE**

21.1 Effective January 1, 2024 and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, for each employee who received compensation for eighty (80) hours or more in the previous month the following amounts toward the plans listed below: Beginning January 1, 2024, the Employer shall contribute one thousand and four hundred seventy-five dollars (\$1,475). Beginning January 1, 2025, the Employer shall contribute one thousand five hundred and twenty-five dollars (\$1,525.00). Beginning January 1, 2026 the Employer shall contribute one thousand five hundred seventy-five dollars (\$1,575.00)

**Medical**

Medical - Plan "B"	\$ 1451.80
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**Dental**

Plan "B"	\$ 87.50
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**Vision**

Plan "EXT"	\$ 17.10
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**21.2 Maintenance of Benefits:** The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or eligibility as may be modified by the Trustees during the Life of the Agreement, the employees shall pay such increases as determined by the Trustees via a payroll deduction.

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

**21.4 Delinquency:** If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by the employees or dependents during such delinquency. If delinquent, the Employer may be notified by the Union and, thereafter, shall have five (5) days to pay the amount due. If payment is not made by the end of five (5) days, the Union may, without liability, therefore implement any economic persuasion deemed expedient and such shall not be a violation of this agreement.

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

**SECTION 22 - RETIREE'S WELFARE TRUST**

22.1 Effective January 1, 2024, based upon December hours and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer

agrees to remit the following amounts (based upon Employee payroll deduction) to the Retiree's Welfare Trust c/o Northwest Administrators, Inc., for each employee who received compensation for eighty (80) hours or more in the previous month for coverage under the following:

**Retiree's Welfare Trust RWT-Plus Plan as follows:**

Effective January 1, 2024	\$94.85
Effective January 1, 2025	TBD
Effective January 1, 2026	TBD

**22.2** This payment shall be funded as follows:

- a) The Employer shall contribute fifty dollars (\$50.00) towards the monthly premium for the duration of this Agreement.
- b) The Employee shall contribute the remaining balance of the monthly premium for the duration of this Agreement via a payroll deduction.

**SECTION 23 - UNSAFE EQUIPMENT**

**23.1** No employee shall be required to drive a vehicle that does not meet the requirements of the State Vehicle Safety codes with regard to brakes, running gear and mechanical soundness. If an employee is requested to drive a vehicle in violation of this clause the Union will contact the supervisor and, in the event necessary corrections are not made, the Union will then contact the Mayor. If the Union and the Mayor agree on the violation, the refusal of the employee to operate such vehicle until it is repaired shall not be a violation of the Agreement, and no further steps of arbitration shall apply.

**23.2** The Employer shall have the right to dictate the manner of reporting defective equipment and to ensure that each employee is advised in writing of the proper reporting method. The Employer shall schedule safety meetings on a monthly basis for all employees.

**23.3** It shall be understood that each and every employee has the responsibility to ensure that all defective equipment is promptly reported to the Employer.

**SECTION 24 - RULES OF OPERATION**

~~**24.1 Public Works:** The Supervisory personnel shall be working supervisors and may do those jobs with the crew for which they are qualified. The working supervisor shall have the right to pull first call, up to one (1) hour in the event of an emergency call-out.~~

**24.2** An employee shall be expected to perform those tasks necessary to complete the job although those tasks may be lower than his classification. These tasks shall be performed whenever necessary with the understanding that he/she will be paid at the rate of pay at which he normally works and will not be required to perform these less skilled tasks when personnel having the lower classification are available.

**24.3** Employees may be asked to work at tasks above their classifications in the form of OJT, but for those periods be paid at his normal hourly rate of pay. The employee will have the right of refusal to attempt these more complex skilled jobs.

24.4 Certification classes that are available will be paid for by the City. All classes attended by the employees will be with the approval of their supervisor.

## **SECTION 25 - SENIORITY**

25.1 Seniority shall be equal to the length of continuous service ~~in this bargaining unit, with the appropriate bargaining unit,~~ beginning with the date the employee was last employed. ~~For the purpose of this section the public works seniority list shall include the garbage collection employee(s).~~

25.2 All employees shall attain seniority after completion of their respective probationary period.

25.3 Seniority shall be broken only by justifiable discharge, voluntary quit, or more than twelve (12) months lay off. In the event of a layoff, the employee last hired shall be the first laid off.

~~Exception – Public Works: The least qualified employee within their classification shall be laid off first. Laid off employees shall be eligible for rehire, if rehire is within one (1) year of the date of lay off.~~

25.4 Seniority shall prevail in the case of promotions and creation of new jobs, when job knowledge and past performance are equal.

## **SECTION 26 - PARENTAL LEAVE**

26.1 Upon the adoption, birth, or complication from birth, employees may utilize their entire sick leave and annual leave accrual, or parts thereof or may request a leave of absence without pay for a period not to exceed six (6) months.

26.2 Upon the expiration of the leave of absence without pay, the employee shall return to the same job or equivalent position, as was held by the employee prior to the leave of absence.

26.3 The employee will consult with a physician to determine whether he/she may continue to work and for what period of time, and the Employer shall receive such information and be entitled to ask relevant questions of the physician. Employees will sign the appropriate release.

## **SECTION 27 - ENTIRE AGREEMENT**

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

27.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in the Agreement. This Agreement contains the complete Agreement between the parties and no additions, waivers, deletion, changes or amendments shall be made during the life of this Agreement, except by mutual consent in writing of the parties hereto.

## **SECTION 28 - WAGES**

28.1 Appendix A shall reflect the adjusted wage scales for each individual section.

28.2 **Police:** Police Officers with two (2) years' experience with any Department shall receive the top wage after serving their probationary period.



**Section 29 - APPENDIX A - CLASSIFICATIONS & WAGES**

**29.1 2024/2025/2026 Wage Schedules**

Wages shall increase 4.0% January 1, 2024

\* Police Officers and Sergeants receiving and extra 1% for a total of 5% in 2024.

Wages shall increase 4.0% January 1, 2025.

Wages shall increase 4.0% January 1, 2026.

The Police Sergeant shall be compensated at a rate of 12% above the top step for Police Officer year 1, 13.5% year 3, and 15% year 5.

**29.1.1 2024 Wage Schedule**

Classification	Step I	Step II	Step III	Step IV	Step V
	<del>0-6 Months</del>	<del>6-Mos.-2 Yr.</del>	<del>2-Years +</del>		
Public Works Tech.-I	\$26.83	\$27.04	\$27.27		
Public Works Tech.-II	\$27.49	\$27.72	\$27.95		
Public Works Tech.-III	\$28.13	\$28.33	\$28.64		
Public Works Tech.-IV	\$28.94	\$29.13	\$29.45		
Secretary/Court Clerk	\$21.67	\$23.07	\$24.56	\$25.48	\$28.44
Utility/Administrative Clerk	\$21.67	\$23.07	\$24.56	\$25.48	\$28.44

<del>Police Secretary</del>	<del>\$21.67</del>	<del>\$23.07</del>	<del>\$24.56</del>	<del>\$25.48</del>	<del>\$28.44</del>
Police Officer	\$30.36	\$30.67	\$31.50		
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>		
		<b>3 years</b>	<b>5 years</b>		
Sergeant	\$35.28	\$35.75	\$36.23		

29.1.2 2025 Wage Schedule.

Classification	Step I	Step II	Step III	Step IV	Step V
	0-6 Months	6 Mos.- 2 Yr.	2 Years +		
<del>Public Works Tech.-I</del>	<del>\$27.94</del>	<del>\$28.13</del>	<del>\$28.36</del>		
<del>Public Works Tech.-II</del>	<del>\$28.59</del>	<del>\$28.83</del>	<del>\$29.07</del>		
<del>Public Works Tech.-III</del>	<del>\$29.26</del>	<del>\$29.47</del>	<del>\$29.79</del>		
<del>Public Works Tech.-IV</del>	<del>\$30.10</del>	<del>\$30.30</del>	<del>\$30.63</del>		
<b>Classification</b>	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>	<b>Step V</b>
Secretary/Court Clerk	\$22.54	\$24.00	\$25.55	\$26.50	\$29.58
Utility/Administrative Clerk	\$22.54	\$24.00	\$25.55	\$26.50	\$29.58
<del>Police Secretary</del>	<del>\$22.54</del>	<del>\$24.00</del>	<del>\$25.55</del>	<del>\$26.50</del>	<del>\$29.58</del>
Police Officer	\$31.58	\$31.90	\$32.76		
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>		
		<b>3 years</b>	<b>5 years</b>		
Sergeant	\$36.70	\$37.18	\$37.68		

29.1.3 2026 Wage Schedule.

Classification	Step I	Step II	Step III	Step IV	Step V
	0-6 Months	6 Mos.- 2 Yr.	2 Years +		
<del>Public Works Tech.-I</del>	<del>\$29.03</del>	<del>\$29.26</del>	<del>\$29.50</del>		
<del>Public Works Tech.-II</del>	<del>\$29.74</del>	<del>\$29.99</del>	<del>\$30.24</del>		
<del>Public Works Tech.-III</del>	<del>\$30.43</del>	<del>\$30.65</del>	<del>\$30.99</del>		
<del>Public Works Tech.-IV</del>	<del>\$31.31</del>	<del>\$31.52</del>	<del>\$31.86</del>		
Secretary/Court Clerk	\$23.45	\$24.96	\$26.58	\$27.56	\$30.77
Utility/Administrative Clerk	\$23.45	\$24.96	\$26.58	\$27.56	\$30.77

<del>Police Secretary</del>	<del>\$23.45</del>	<del>\$24.96</del>	<del>\$26.58</del>	<del>\$27.56</del>	<del>\$30.77</del>
Police Officer	\$32.85	\$33.18	\$34.07		
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>		
		<b>3 years</b>	<b>5 years</b>		
Sergeant	\$38.17	\$38.67	\$39.19		

~~29.3 Public Works Lead and Parks Operation Lead shall receive an additional two dollars and fifty cents (\$2.50) per hour.~~

~~29.4 Water Treatment Plant Operator shall receive an additional two dollars and twenty cents (\$2.50) per hour.~~