



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

Information only

To : City Council Members
Cashmere Valley Record
KPQ
Wenatchee World

NOTICE OF SPECIAL CASHMERE CITY COUNCIL MEETING

The Cashmere City Council will hold a special City Council meeting on Monday, December 20, 2021, at 6:00 p.m. at Cashmere City Hall and over zoom. The purpose of this special meeting is to take action on the following items:

1. Collective Bargaining Agreement with Teamsters Local 760 for 2022 -2024
2. Ordinance No. 1307 Adopting the Budget for 2022
3. Prosecution Service Agreement for 2022

Oath of Office for newly elected Council Members

This meeting is open to the public.

To Join the Meeting Go To <https://zoom.us>
Meeting ID: 882 719 9871 Passcode: 788276
Audio Only: PH# 1-(253)-215-8782

Kay Jones
Clerk-Treasurer

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.
PLEASE STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS.

Americans with Disabilities Act (ADA) accommodations provided upon request. (48-hour notice required)

City of Cashmere
Last Best and Final Proposal

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF CASHMERE

and

TEAMSTERS LOCAL 760

January 1 , 2022

through

December 31 , 2024

THIS LAST BEST AND FINAL PROPOSAL IS SUBMITTED FOR RATIFICATION AND IS EFFECTIVE UNTIL DECEMBER 31, 2021. IN THE EVENT THIS PROPOSAL IS NOT RATIFIED BY THE UNION BY THE EFFECTIVE DATE IT WILL BE WITHDRAWN BY THE CITY.

ARTICLE 4- MANAGEMENT RIGHTS

4.2 **Management Rights.** Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the right to:

4.2.1 **Implement and/or change time keeping methods including timeclock technology such as time cards, fingerprint recognition, and identification card readers.**

4.2.2 **The City may decide to implement time task application software to enable the City to track time spent by employees on various tasks (categories of work) identified by the City which list of tasks may change from time to time as determined by the City. Prior to implementation, after the City has preliminarily decided upon the software and hardware to utilize, the city and the union shall meet to determine if there are effects or working condition changes to discuss.**

ARTICLE 10- GRIEVANCE AND ARBITRATION PROCEDURE

Step 4: Request for arbitration. In the event no agreement is reached through Step 1 or Step 2 of the grievance process, the Union may agree to withdraw the grievance or request arbitration, in writing, ten (10) working days from the receipt of the Mayor's reply **or ten (10) working days after the conclusion of the mediation, if mediation occurs and is unsuccessful.** Both parties agree that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 and Step 2 of the grievance procedure.

10.3 **Arbitration**

10.3.1 **Selection of arbitrator.** The City and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the City and the Union are unable to agree upon an arbitrator within fifteen (15) working days after receipt by the City of the **Union's** written demand for arbitration, the Union or the City may request a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC). After receipt of the same, the parties shall, within thirty (30) working days, alternately strike the names of the arbitrators until one (1) name remains, who shall, upon hearing this dispute, render a decision which shall be final and binding upon all the parties. The arbitrator's decision may not provide for retroactivity prior to the filing of the grievance.

ARTICLE 14- WAGES

14.3 Longevity Pay.

14.3.1 All Employees shall be eligible to receive longevity pay after the required service time as a City Employee. Longevity pay shall be computed as follows:

After 5 years' service: Employee's base hourly rate plus 1%.

After 10 years' service: Employee's base hourly rate plus 2%.

After 15 years' service: Employee's base hourly rate plus 3.5%.

After 20 years' service, Employee's base hourly rate plus 5%.

14.6 On-Call Duty.

14.6.1 Water/ Wastewater Availability Pay. The City shall pay one Water/ Wastewater employee when they are serving as the designated on-call duty period employee, the total sum of one hundred dollars (\$100) for being available to work during the on-call duty period. The Water/ Wastewater on-call duty period will be rotated amongst designated employees as determined by the Operations Director such that each employee will typically have duty coverage once per month. The on-call duty period is defined in Section 14.6.4.

14.6.2 Water/ Wastewater- Pay for Work. In addition to the on-call duty availability pay identified in Section 14.6.1, the City shall pay the designated Water/ Wastewater on-call employee a minimum of four (4) hours of overtime pay for any time spent actually working responding to alarms while on-call. In the event a Water/ Wastewater employee spends time during an on-call duty period remotely responding to alarms, pages, or phone calls in excess of four (4) hours, the City shall compensate the Water/ Wastewater on-call employee for the time spent in excess of four (4) hours at the employee's applicable rate of pay in accordance with the other provision of this Agreement. If this occurs, the Water/ Wastewater on-call employee should make a record of the time they actually spent working including documentation of the first four (4) hours worked and submit it to the Operations Director. The City shall compensate the Water/ Wastewater on-call employee in fifteen (15) minute increments of compensation for the time spent working in excess of the initial four (4) hours during the on-call duty period.

14.6.3 Public Works- Snow Removal. At certain times of the year, as designated from time to time in the sole discretion of the Operations Director, the City shall pay one Public Works employee the total sum of one hundred dollars (\$100) for periodically checking the weather in the evening and early morning non-working hours and, in the event of snow or ice, calling employees to report to work for snow removal and deicing duties. The on-call duty period will be rotated amongst designated employees as determined by the

Operations Director. This designated on-call Public Works employee shall be entitled to be paid in accordance with the other provisions of this Agreement for all time spent physically performing snow removal and deicing activities within City rights-of-way and on City property. The on-call duty period is defined in Section 14.6.4.

14.6.4 The on-call duty period is from the start of the work day on a Wednesday and ends on the following Wednesday morning at the start of the shift.

14.6.5 Weekend Duty Pay

All employees on week-end duty shall be guaranteed a minimum of two (2) hours work or pay for Saturday and a minimum of two (2) hours work or pay for Sunday when assigned and report for weekend work.

.ARTICLE 15- LEAVE BENEFITS

15.11 Paid Sick/Family Leave

The Employer shall comply with all existing rules and regulation pursuant to RCW 49.46 and WAC 296-128, paid sick leave and paid family leave.

~~Starting in 2020, Paid family and medical leave benefits are available to workers. The program will be funded by premiums paid by both employees and many employers, and will be administered by the Employment Security Department (ESD). This insurance program will allow workers to take necessary time off when they welcome a new child into their family, are struck by a serious illness or injury, or need to take care of an ill or ailing relative. As directed by the Legislature, premium payments begin on January 1, 2019 and benefits can be taken starting January 1, 2020. Effective January 1, 2019 The City will begin deducting~~ **deduct** the employees' portion of the premium (.253% of the employee's gross earnings) **from the employee's paycheck.**

ARTICLE 16- INSURANCE BENEFITS

16.1 Insurance Benefits.

16.1.2 Effective January 1, ~~2019, 2022~~ based on the preceding month's hours, the City will contribute ~~one thousand and one dollars and ninety cents (\$1001.90)~~ **nine hundred eighty seven** dollars (\$987) per month toward the premium of UEPT Plan A-6 Medical Insurance and TL2 Time-loss Coverage., ~~and the Washington Teamster Welfare Trust Plan EXT vision~~ for each eligible employee. Any amounts in excess of the above

contribution per month necessary to pay the premium for medical insurance **and time loss coverage** shall be the responsibility of the employee and shall be paid by payroll deduction.

16.1.3 Effective January 1, ~~2019-2022~~, based on the preceding month's hours, the City will contribute ~~eighty-seven dollars and fifty cents (\$87.50)~~ **one hundred four dollars and sixty cents (\$104.60)** per month toward the premium of Washington Teamsters Dental Plan B and **Washington Teamster Welfare Trust Plan EXT vision** for each eligible employee. Any amounts in excess of the above contribution per month necessary to pay the premium for dental **and vision** insurance shall be the responsibility of the employee and shall be paid by payroll deduction.

16.1.4 Eligible employees shall be defined as any regular full-time or part-time employee who was compensated for at least eighty (80) hours in the preceding month. These payments for employees shall continue thereafter for each regular full-time employee who worked at least eighty (80) hours in the preceding month. Any employee who fails to meet the threshold of this Section shall be disqualified from coverage in the month following the month in which the minimum hours are not satisfied. An employee shall requalify for coverage as of the first day of the month following the month in which the employee is compensated for eighty (80) hours.

16.2 **Maintenance of Benefits.** The Union agrees that during the life of this Agreement the Union will not request any additional benefits. The City agrees to pay for the medical, dental, vision and time loss premiums up to the following maximum monthly amounts per year:
~~1/1/19- 1/1/22 one thousand eight-nine ninety one dollars and forty sixty cents (\$1089.40)~~
(\$1091.60)
~~1/1/20- 1/1/23 one thousand one two hundred ninety-eight dollars and thirty-four seventy six cents (\$1198.34)-(1200.76).~~
~~1/1/21- 1/1/24 one thousand three hundred eighteen twenty dollars and seventeen eighty four cents (\$1318.17)-(\$1320.84).~~

Any premium for medical, dental or vision coverages, including due to a plan modification, in excess of the amount paid by the City shall be paid by the employee. In the event of a request by the City or the Union to discuss a change of plan due to the cost of coverage, the parties will meet to evaluate coverage alternatives and amend the agreement to satisfy the trust as needed.

16.7 Long Term Care. The Washington State Long-Term Care Trust Act mandating public long-term care benefits for Washington residences goes into effect on January 1, 2022 and is funded individually by a payroll tax (a 0.58% premium assessment on employee wages). Prior to December 31, 2021, employees may present an exemption letter to the City if they secured private long-term care insurance before November 1, 2021 that exempts them from the payroll tax. The City will begin collecting the tax as a normal employee payroll deduction pursuant to the Long-Term Care Trust Act on January 1, 2022.

ARTICLE 15- LEAVE BENEFITS

15.1 Holidays.

15.1.1 All regular full-time Employees and all regular part-time employees are entitled to the following paid holidays, observed in accordance with the official state calendar:

HOLIDAYS	DATES
New Year's Day	January 1st
Martin Luther Kin Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving	Last Friday in November
Christmas Day	December 25th
Other Days	Authorized by Mayor
Floating Holidays	One <u>Two</u> 2 per calendar year

15.2 Vacation.

15.2. I All non-exempt full-time Employees of the City accrue annual vacation with full pay according to the following schedule:

TIME EMPLOYED BY THE CITY	VACATION TIME ACCRUED PER MONTH
0 5 years	6.667 <u>8</u> hours per month or 10 <u>12</u> days per year
6- 10 years	10 hours per month or 15 days per year
11-15 years	13.333 hours per month or 20 days per year
16-20 years	14.666 hours per month or 22 days per year
21 years and above	16.667 hours per month or 25 days per year

15.2.5 Vacation time may be carried over to the following year in accordance with the following table:

TIME EMPLOYED BY THE CITY	MAXIMUM VACATION TIME ACCUMULATION
0 5 years	15 <u>17</u> days per year
6-10 years	20 days per year
11-15 years	25 days per year
16-20 years	27 days per year
21 years and above	30 days per year

ARTICLE 18- DRUG TESTING

Housekeeping changes

ARTICLE 26- TERM AND SCOPE OF AGREEMENT

This Agreement shall be effective January 1, ~~2019~~ 2022 and shall remain in full force and effect until December 31, ~~2018~~ 2024, unless extended by mutual agreement of the parties. Either party desiring to reopen negotiations for a new Agreement may do so by notifying the other party of its intent not less than sixty (60) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the parties may agree. During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect, unless the parties reach impasse in which event RCW 41.56.123(1), as currently enacted or hereafter amended, shall not apply.

Dated this _____ day of _____, 2022

City of Cashmere:

Teamsters Local No. 760:

By: _____

By: _____

Jim Fletcher, Mayor

Leonard Crouch, Secretary Treasurer

EFFECTIVE JANUARY 1, 2022

**FIRST
YEAR**

YEAR 2

YEAR 3

YEAR 4+

OFFICE STAFF- ACCOUNTING CLERK	\$20.25	\$21.47	\$22.75	\$24.12
PERMIT SPECIALIST (Inc. permit tech cert.)	\$22.28	\$23.62	\$25.04	\$26.54
OFFICE LEAD				\$29.19
PUBLIC WORKS MAINTENANCE 1	\$19.79	\$20.98	\$22.24	\$23.57
PUBLIC WORKS MAINTENANCE 2 (Inc. pesticide or arborist)	\$21.77	\$23.08	\$24.46	\$25.93
PUBLIC WORKS MAINTENANCE 3 (Inc. both pesticide & arborist)	\$23.95	\$25.38	\$26.91	\$28.52
PUBLIC WORKS MAINTENANCE FOREMAN (Inc. pesticide)				\$31.37
PUBLIC WORKS MAINTENANCE FOREMAN (Inc. pesticide & arborist or IMSA)				\$34.51

<u>WDM or WWTPO IN TRAINING</u>	\$20.85	\$22.10	\$23.43	\$24.83
<u>WDM Level 1 or WWTPO Group 1</u>	\$22.94	\$24.31	\$25.77	\$27.32
<u>WDM Level 2 or WWTPO Group 2</u>	\$25.23	\$26.74	\$28.35	\$30.05
<u>WTPO Level 2 or WWTPO Group 3</u>	\$27.75	\$29.42	\$31.18	\$33.05
<u>WTPO Level 2 AND WWTPO Group 3 LEAD</u>	\$30.53	\$32.36	\$34.30	\$36.36

EFFECTIVE JANUARY 1, 2023

All bargaining unit employees covered by this agreement will receive a wage increase based on 100% of the July 2021 to July 2022 US All Cities CPI-U with a minimum increase of 3% and a maximum increase of 5%.

EFFECTIVE JANUARY 1, 2024

All bargaining unit employees covered by this agreement will receive a wage increase based on 100% of the July 2022 to July 2023 US All Cities CPI-U with a minimum increase of 3% and a maximum increase of 5%.

ORDINANCE NO. 1307

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF CASHMERE,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022.**

WHEREAS, the City Council of the City of Cashmere has heretofore made and filed its preliminary budget for the year 2022 and has given notice of the time and place of hearing thereon according to law and met in accordance with said notice and considered the proposed budget, including salaries for all city employees;

NOW, THEREFORE, the City Council of the City of Cashmere, Washington do ordain as follows:

Section 1. Adoption of budget. In accordance with RCW 35A.33.075 the final budget for the year ending December 31, 2022 to carry on the government of the City of Cashmere, Washington, is hereby adopted at the fund level. Exhibit A (attached) is a summary of the totals of estimated revenues and appropriations for each separate fund and an aggregate total for all such funds combined. Exhibit B (attached) is an employee salary schedule.

Section 2. Copy of detailed budget on file. A detailed final budget adopting the salary schedule for 2022 and including a list of the revenues and expenditures for each separate fund is on file in the Office of the City Clerk and is adopted by this reference.

Section 3. This ordinance shall be in effect five (5) days after its passage and publication of an approved summary thereof consisting of the title.

Passed by the City Council and approved by the Mayor this 13th day of December 2021.

CITY OF CASHMERE

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Approved as to form:

Charles D. Zimmerman, City Attorney

Ordinance No: 1307
Passed by the City Council: December 13, 2021
Published in the Cashmere Valley Record: December 22, 2021
Effective date: December 27, 2021

EXHIBIT A

Ordinance No. 1307

**Total Estimated Revenues and Appropriations by Fund
2022 Budget**

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
001 General Government Fund	705,829	1,091,878	1,091,756	705,951
003 Public Works Fund	1,198,923	1,406,984	1,403,680	1,202,227
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	3,751,454	695,229	875,319	3,571,364
401 Water/Wastewater Fund	862,867	3,164,800	3,107,719	919,948
411 Water Capital Fund	1,772,189	540,048	858,600	1,453,637
412 Wastewater Capital Fund	2,647,516	601,697	374,400	2,874,813
430 Revenue Bond 2021	0	532,957	532,957	0
501 Equipment Rental Fund	1,063,991	262,483	270,560	1,055,914
702 Cemetery Endowment Fund	267,775	6,200	0	273,975
TOTAL ALL FUNDS	12,270,544	8,307,276	8,519,991	12,057,829
		20,577,820	20,577,820	

EXHIBIT B
Ordinance No. 1307

CITY OF CASHMERE
2022 SALARY SCHEDULE

POSITION	Hourly Wage Step Levels	Monthly Salary	Annual Salary
Executive & Legislative			
Mayor		1,500.00	
Councilmembers		100.00	
Exempt			
City Clerk-Treasurer		7,110.04	
Director of Planning/Building		7,110.04	
Office/Admin			
Accounting Clerk	20.25 - 24.12		
Permit Specialist	22.28 - 26.54		
Office Lead	29.19		
Public Works Department			
Public Works Maintenance 1	19.79 - 23.57		
Public Works Maintenance 2	21.77 - 25.93		
Public Works Maint. 3	23.95 - 28.52		
Public Works Foreman	31.37 - 34.51		
Water/Wastewater Department			
Water/Wastewater in Training	20.86 - 24.83		
Water DM 1 / Wastewater 1	22.94 - 27.32		
Water DM 2 / Wastewater 2	25.23 - 30.05		
Wastewater Treatment Plant OP 3	27.75 - 33.05		
WTPO Level 2 and WWTPO Lead	30.53 - 36.36		
City Pool			
30 (+/-) Pool Employees	12.32 - 15.18		
Pool Assistant Manager and Manager	15.74 - 19.30		
Seasonal/Temporary Employees	15.00		
Fire Department			
Fire Chief		515.00	
Assistant Chief			2,400.00
2 Deputy Chiefs			1,081.50
3 Captains			500.00
2 Lieutenants			400.00
Fire Department Stipend - \$10.00 per call - city calls only (CMC 2.56.070)			
EMT Nightshift Stipend - \$5.00 per night - max 2 people per night (CMC 2.56.070)			

- Above wages do not include longevity
- Above hourly/base wages may be increased during the year due to step and/or longevity increases according to the Collective Bargaining Agreement.
- Pool Employee wages are determined by the number of years of service for the City.

Staff Summary

Date: 12/15/2021

To: City Council

From: Clerk-Treasurer Kay Jones

RE: Prosecution Service Agreement for 2022

The proposed Prosecution Service Agreement is for 2022. The annual amount is calculated on the 29 cases which were prosecuted during the 12-month period of September 1, 2020 through August 31, 2021 for gross misdemeanor and misdemeanor crimes occurring within the city limits of Cashmere. The 29 cases at \$275.00 per case is an annual amount of \$7,975.00.

Staff Recommendation:

MOVE to approve the Prosecution Services Agreement for 2022.

1
2
3 PROSECUTION SERVICE AGREEMENT
4

5 THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by
6 and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter
7 referred to as the "County" and the City of Cashmere, a municipal corporation of the State of
8 Washington, hereinafter referred to as the "City".

9 WITNESSETH:

10 WHEREAS, the City is desirous of contracting with the County for the performance of the
11 hereinafter described prosecution services for cases arising within its boundaries by the County
12 of Chelan through the Prosecuting Attorney thereof, and,

13 WHEREAS, the County of Chelan through the Prosecuting Attorney is agreeable to
14 rendering such services on terms and conditions hereinafter set forth, and,

15 WHEREAS, such contracts are authorized and provided for by the provisions of Chapter
16 39.34 RCW;

17 NOW, THEREFORE, it is agreed as follows:

18 1. The County agrees, by and through its Prosecuting Attorney, to provide
19 prosecution services for misdemeanor and gross misdemeanor cases filed in District Court and
20 arising within the corporate limits of the City.

21 Such services shall encompass the duties and functions of the type coming within the
22 jurisdiction of and customarily rendered by the Prosecuting Attorney of the County under the
23 laws of the State of Washington.
24
25

1 2. The rendition of such services, the standards of performance, the discipline of
2 attorneys and other matters incident to the performance of such services and the control of
3 personnel so employed shall remain in the county Prosecuting Attorney.

4 3. The County shall furnish and supply all necessary personnel, supervision,
5 equipment, supplies and support staff necessary to maintain the level of service to be rendered
6 hereunder, and shall pay all salaries and employee benefits and other costs in connection
7 therewith.

8 4. The fee for prosecution services is to be computed at the rate of \$275.00 per case
9 based upon the total cases handled by the Prosecuting Attorney's Office for the City for the last
10 four months of the preceding year and the first eight months of the current year.

11 5. For 2022 prosecution services the City shall pay to the County \$7,975.00 (29 total
12 cases at \$275.00 per case) for said prosecution services to be paid in quarterly installments of
13 \$1,993.75; each installment payable in advance on or before the fifteenth day of each quarter.
14 Said payment shall be credited in full as revenue to the Prosecuting Attorney's Office in the
15 Chelan County budget.

16 6. For purposes of computing case statistics, a case shall be attributed to the City
17 based upon the arresting officer's coding of the citation indicating an offense occurred with the
18 corporate limits of the City.

19 7. Upon the City's failure to make payment within 30 days, Chelan County shall be
20 entitled to include interest at 12% per annum on the unpaid balance.

21 8. All persons employed in the performance of such services and functions pursuant
22 to this Agreement for said City shall be County employees and no City employee, as such, shall
23 be taken over by the said County.
24
25

1 9. The City shall not be liable for compensation or indemnity to any County employee
2 for injury or sickness arising out of his employment, or by reasons of the performance of any of
3 the services provided for herein. The County indemnifies the City against any loss or expense
4 by reason of injury or sickness compensation or indemnity arising out of employment of any
5 County personnel serving the City hereunder.

6 10. Unless sooner terminated as provided for herein, this Agreement shall take effect
7 on the 1st day of January, 2022 and shall terminate on the 31st day of December, 2022.

8 11. Either party may renew this Agreement upon the same terms and conditions for
9 another year upon giving notice in writing of its intention to renew on or before September first of
10 each year, except the consideration under this Agreement shall be negotiable, the renewal shall
11 be effective unless the other party notifies the first party in writing on or before September
12 fifteenth of its refusal to renew.

13 IN WITNESS WHEREOF, the City of Cashmere by Resolution duly appointed by its
14 Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the
15 County of Chelan by Resolution of its Board of County Commissioners has caused these
16 present to be subscribed by said Board of County Commissioners and the seal of said Board to
17 be affixed thereto and attested by the Clerk of said Board, all on the day and year first above
18 written.

19
20 CITY OF CASHMERE

21
22 By: _____
 Mayor

23
24 ATTEST: _____
 Clerk

1 BOARD OF CHELAN COUNTY COMMISSIONERS

2

3

4

Bob Bugert, Chairman

5

6

Kevin Overbay, Commissioner

7

8

Tiffany Gering, Commissioner

9

10 ATTEST: Carlye Baity

11

12

Clerk of the Board

13 APPROVED:

14

15

Robert W. Sealby
16 Chelan County Prosecuting Attorney

17

18

19

20

21

22

23

24

25