

**COUNCILMEMBERS**

- Position No.
- 1. Tod Gunther
- 2. Chris Moore
- 3. Don Tracy
- 4. Jeff Sproul
- 5. Stanley Holland
- 6. Greg Hogan
- 7. Melodi Koenig



**ORTING CITY COUNCIL**  
 Regular Business Meeting Agenda  
 104 Bridge Street S, Orting, WA  
 Zoom – Virtual  
 November 13th, 2024  
 7:00 p.m.

**Mayor Joshua Penner, Chair**

**1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

This meeting is being held in person and through the platform zoom. A link for virtual participation can be found on the agenda or on the City's website:

<https://us06web.zoom.us/j/84146151147?pwd=g9QxWA6R5bHqmF7CWgbzYPO6xaJtab.1>

Telephone: 1-253-215-8782 - Meeting ID: 841 4615 1147 and the passcode 971200.

**2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

**3. PUBLIC COMMENTS.**

Comments may be sent to the City Clerk at [clerk@cityoforting.org](mailto:clerk@cityoforting.org) by 3pm on November 13th, 2024 and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

**4. PUBLIC HEARING.**

All members of the public may provide testimony during the public hearing via the call-in number and meeting ID listed on the agenda, in person at the meeting located at Orting City Hall, or they may submit written comments prior to the public hearing on no later than 3:00 pm on November 13th, 2024 to Kim Agfalvi, City Clerk, at [clerk@cityoforting.org](mailto:clerk@cityoforting.org).

**A. AB24-113 – 2025 Preliminary Budget.**

**Action: Any additions to the draft budget?**

**5. CONSENT AGENDA.**

**A. Claims Voucher.**

Claims voucher list dated November 13th, 2024 which includes voucher number 56522 through 56551 in the amount of \$310,993.11 & electronic fund transfers in the amount of \$0.00 for a grand total of \$310,993.11.

**B. Payroll Voucher.**

Payroll check numbers 24282 through 24285 in the amount of \$9,892.97 & electronic deposit transmissions in the amount of \$275,329.57 for a grand total of \$285,222.54 for the period covering October 16th – 31st, 2024.

**C. Meeting Minutes – Meeting minutes of October 30<sup>th</sup>, 2024**

**Motion: To approve the consent agenda as prepared.**

**6. NEW BUSINESS.**

- A. AB24-106 – Orting Evacuation Bridge Temporary Construction Easement.  
City Administrator Scott Larson and Public Works Director Ryan McBee.**

***Motion: To authorize the Mayor to sign temporary construction easements needed for the Orting Emergency Evacuation Bridge in an amount not to exceed \$\_\_\_\_\_.***

- B. AB24-117 – November Meeting Date – CGA Committee.**

***Motion: To approve moving the City Council meeting scheduled on Wednesday, November 27<sup>th</sup>, 2024 at 7:00pm to Tuesday, November 26<sup>th</sup>, 2024 at 7:00pm.***

- C. AB24-121 – Police Guild Collective Bargaining Agreement.  
City Administrator Scott Larson**

***Motion: To authorize the Mayor to enter into a collective bargaining agreement with the Orting Police Guild starting January 1, 2025 and ending on December 31, 2027.***

**7. EXECUTIVE SESSION.**

**8. ADJOURNMENT.**



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB24-113</b>			<b>11.13.2024</b>
2025 Preliminary Budget Public Hearing.				
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	<b>10.24.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	N/A			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				
<b>Attachments:</b>				
<b>SUMMARY STATEMENT:</b>				
<p>City Council held two budget retreat meetings for the 2025 budget. The first meeting on September 21, 2024 and the second meeting on October 23, 2024. This is a continuation of the 2025 budget discussion.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Informational item only.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
None.				



# NOTICE OF PUBLIC HEARING

Notice is hereby given that the Orting City Council has fixed Wednesday, November 13th, 2024, at 7:00pm at a regular meeting of the Orting City Council, or as soon thereafter as possible, as the time and place for a public hearing to receive public testimony and consider the following:

## 2025 Preliminary Budget

This meeting will be held in person at Orting City Hall located at 104 Bridge St S. Orting, WA 98360 and on the platform Zoom.

The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in the City Council Chambers located at 104 Bridge St S. Orting, WA 98360 or by a log in or call in number and then entering the following: Meeting ID: 841 4615 1147 and passcode: 971200.

Any person may speak at the public hearing but if you are unable to attend, written comments may be submitted electronically to Kim Agfalvi, City Clerk at [clerk@cityoforting.org](mailto:clerk@cityoforting.org) no later than 3:00pm on Wednesday, November 13th, 2024.

**To join the meeting via Zoom:**

<https://us06web.zoom.us/j/84146151147?pwd=g9QxWA6R5bHqmF7CWgbzYPO6xaJtab.1>

**Meeting ID: 841 4615 1147**

**Passcode: 971200**

**Want to dial in from a phone?**

**+1 253 215 8782 US (Tacoma)**

**Posted: October 31st, 2024**

**November 13 2024 Council Meeting**

**Claims Vouchers**

Claims voucher list dated November 13 2024 which includes voucher number 56522 through 56551 in the amount of \$ 310,993.11 & electronic fund transfers in the amount of \$ 0.00 for a grand total of \$ 310,993.11

**Payroll Voucher**

Payroll Check Numbers 24282 through 24285 in the amount of \$ 9,892.97 & electronic deposit transmissions in the amount of \$ 275,329.57 for a grand total of \$ 285,222.54 for the period covering October 16-31 2024.

**WARRANT/CHECK REGISTER**

City of Orting

Time: 14:00:02 Date: 11/06/2024

10/31/2024 To: 11/13/2024

Page: 8

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		401 Water				187,162.35	
		408 Wastewater				25,255.42	
		410 Stormwater				1,149.93	
						<hr/>	Claims: 310,993.11
						310,993.11	

VOUCHER/WARRANT REGISTER  
FOR \_\_\_\_\_ COUNCIL  
CLAIMS/PAYROLL VOUCHER APPROVAL  
CITY OF ORTING

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

COUNCILPERSON: \_\_\_\_\_

COUNCILPERSON: \_\_\_\_\_

CITY CLERK: \_\_\_\_\_

## WARRANT/CHECK REGISTER

City of Orting

Time: 14:00:02 Date: 11/06/2024

10/31/2024 To: 11/13/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6077	10/31/2024	Claims	631	56522	Department of Health-Office of Drinking	178,565.78	North Reservoir DWSRF Loan Payment-3746 DM09-952-022/376
		APs/Invoices	Amount	PO	For		
		3120	178,565.78		North Reservoir DWSRF Loan Payment-3746		DM09-952-022/376
		3746-DM09-952-C	178,565.78		North Reservoir DWSRF Loan Payment-3746		DM09-952-022/376
6157	10/31/2024	Claims	631	56523	Arrow Lumber	603.00	Sept2024-Statement
		APs/Invoices	Amount	PO	For		
		3123	603.00		Sept2024-Statement		
		SEPT2024-STATEM	603.00		Sept2024-Statement		
6158	10/31/2024	Claims	631	56524	Restorical Research LLC	1,179.35	3858-104 Bridge ST S-Insurance Payment Recovery Fees
		APs/Invoices	Amount	PO	For		
		3124	1,179.35		3858-104 Bridge ST S-Insurance Payment Recovery Fees		
		3858	1,179.35		3858-104 Bridge ST S-Insurance Payment Recovery Fees		
6318	11/06/2024	Claims	631	56525	AHBL, INC	9,694.39	148413-2230242.30-Orting Comp Plan Update; 148112-2190800.30-On Call Planning; 148113-2190800.36-RV Code Amendments
		APs/Invoices	Amount	PO	For		
		3159	7,206.89		148413-2230242.30-Orting Comp Plan Update		
		148413-2230242.3	7,206.89		148413-2230242.30-Orting Comp Plan Update		
		3160	1,786.25		148112-2190800.30-On Call Planning		
		148112-2190800.3	1,786.25		148112-2190800.30-On Call Planning		
		3161	701.25		148113-2190800.36-RV Code Amendments		
		148113-2190800.3	701.25		148113-2190800.36-RV Code Amendments		
6319	11/06/2024	Claims	631	56526	Alfiere, Michell	60.78	NOV2024-203-Items for AWC Wellness Luncheon
		APs/Invoices	Amount	PO	For		
		3201	60.78		NOV2024-203-Items for AWC Wellness Luncheon		
		NOV2024-203	60.78		NOV2024-203-Items for AWC Wellness Luncheon		
6320	11/06/2024	Claims	631	56527	Timothy Bauer	196.00	NOV2014-201-Travel Reimbursement-Emergency Management-NWPWI Training
		APs/Invoices	Amount	PO	For		
		3199	196.00		NOV2014-201-Travel Reimbursement-Emergency Management-NWPWI Training		
		NOV201	196.00				
6321	11/06/2024	Claims	631	56528	Bethany's Piano Studio	180.00	06-Fall Music Classes
		APs/Invoices	Amount	PO	For		

## WARRANT/CHECK REGISTER

City of Orting

Time: 14:00:02 Date: 11/06/2024

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6322	11/06/2024	Claims	631	56529	CenturyLink	278.91	333878976-OCT24 PD Phones; 333535323-OCT24-PD Phones; 334041277-OCT24-PD Phones																																												
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6323	11/06/2024	Claims	631	56530	Centurylink	1,957.51	300549906-NOV24-Harman Springs; 300549640-NOV24-Sewer Phones; 300550216-Nov24-Sewer Phones; 409178327-Nov24 PD Phones; 300549818-OCT24-City Phones																																												
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6324	11/06/2024	Claims	631	56531	Corona, Jennifer	191.36	NOV2024-202-Items for AWC Wellness Luncheon; NOV2024-206-Items for AWC Wellness Luncheon																																												
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6325	11/06/2024	Claims	631	56532	C/O Dell USA L.P Dell Marketing L.P.	2,632.90	10446108281-2 Computers for Court																																												
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## WARRANT/CHECK REGISTER

City of Orting

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10/31/2024 To: 11/13/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo																																																																																																																																																								
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6326	11/06/2024	Claims	631	56533	Department of Ecology	125.00	WWTP-Operator II Certification-Elder																																																																																																																																																								
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	WWTP-OPERT-2 E		125.00		WWTP-Operator II Certification-Elder																																																																																																																																																										
6327	11/06/2024	Claims	631	56534	Drain-Pro INC	1,480.84	133261-Sanican-412 Orting Ave NW; 133258-Sanican-Cemetery; 133262-Sinican-PW Shop Rocky RD; 133264-Sanican-Skate Park; 133263-Sanican-Well 1; 133265-Sanican-WWTP; 133260-Sanican-Main Park; 133259-Sani																																																																																																																																																								
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	3217		208.05		133259-Sanican-101 Washington AVE N																																																																																																																																																										
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	13326		172.68		133266-Sanican-River Ave & Calistoga																																																																																																																																																										
6328	11/06/2024	Claims	631	56535	Enumclaw, City of	240.00	07061-Jail Fees-September 24-Klein-Speers																																																																																																																																																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">APs/Invoices</td> <td style="width: 15%;"></td> <td style="width: 15%;">Amount</td> <td style="width: 15%;">PO</td> <td style="width: 15%;">For</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td></td> <td>3157</td> <td></td> <td>240.00</td> <td></td> <td>07061-Jail Fees-September 24-Klein-Speers</td> <td></td> <td></td> </tr> <tr> <td></td> <td>07061</td> <td></td> <td>240.00</td> <td></td> <td>07061-Jail Fees-September 24-Klein-Speers</td> <td></td> <td></td> </tr> </table>									APs/Invoices		Amount	PO	For				3157		240.00		07061-Jail Fees-September 24-Klein-Speers				07061		240.00		07061-Jail Fees-September 24-Klein-Speers																																																																																																																																		
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6329	11/06/2024	Claims	631	56536	Gabreluk, Devon	59.97	NOV2024-200 Candy for Halloween Night																																																																																																																																																								

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		APs/Invoices	Amount	PO	For		
		3156	59.97		NOV2024-200 Candy for Halloween Night		
		NOV2024-200	59.97		NOV2024-200 Candy for Halloween Night		
6330	11/06/2024	Claims	631	56537	Galls LLC	13.18	029441022-Police Patches-Guyette
		APs/Invoices	Amount	PO	For		
		3163	13.18		029441022-Police Patches-Guyette		
		029441022	13.18		029441022-Police Patches-Guyette		
6331	11/06/2024	Claims	631	56538	Eric C Huff	1,900.00	601 Kansas ST SW-Temporary Easement
		APs/Invoices	Amount	PO	For		
		3206	1,900.00		601 Kansas ST SW-Temporary Easement		
		601 KANSAS ST SW	1,900.00		601 Kansas ST SW-Temporary Easement		
6332	11/06/2024	Claims	631	56539	Inslee, Best, Doezie & Ryder, P.S	10,504.50	426034-City Attorney Services
		APs/Invoices	Amount	PO	For		
		3126	10,504.50		426034-City Attorney Services		
		426034	10,504.50		426034-City Attorney Services		
6333	11/06/2024	Claims	631	56540	LN Curtis & Son	81.46	INV880404-Uniform-Detective Gibbs
		APs/Invoices	Amount	PO	For		
		3155	81.46		INV880404-Uniform-Detective Gibbs		
		INV880404	81.46		INV880404-Uniform-Detective Gibbs		
6334	11/06/2024	Claims	631	56541	Murphy-Brown, Mary	1,073.00	OCT2024-Dance Class Instruction
		APs/Invoices	Amount	PO	For		
		3125	1,073.00		OCT2024-Dance Class Instruction		
		OCT2024	1,073.00		OCT2024-Dance Class Instruction		
6335	11/06/2024	Claims	631	56542	Kelly O'Leary	800.00	608 Kansas ST SW-Temporary Easement
		APs/Invoices	Amount	PO	For		
		3207	800.00		608 Kansas ST SW-Temporary Easement		
		608 KANSAS ST SW	800.00		608 Kansas ST SW-Temporary Easement		
6336	11/06/2024	Claims	631	56543	P.C. Budget & Finance	2,588.76	CI-359066-C-104188-Animal Control
		APs/Invoices	Amount	PO	For		
		3195	2,588.76		CI-359066-C-104188-Animal Control		
		CI-359066-C-1041	2,588.76		CI-359066-C-104188-Animal Control		

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6337	11/06/2024	Claims	631	56544	Parametrix	62,594.54	60048-AUGT-2024-Monthly Billing; 60044-August 2024 Monthly Billing; 60046-AUG2024-Monthly Statement; 60045-AUG24-Monthly Billing
		APs/Invoices	Amount	PO	For		
		3152	25,156.17		60048-AUGT-2024-Monthly Billing		
		60048	25,156.17		60048-SEPT2024-Monthly Billing		
		3153	910.00		60044-August 2024 Monthly Billing		
		60044	910.00		60044-August 2024 Monthly Billing		
		3154	35,325.77		60046-AUG2024-Monthly Statement		
		60046	35,325.77		60046-AUG2024-Monthly Statement		
		3209	1,202.60		60045-AUG24-Monthly Billing		
		60045	1,202.60		Main Park Phase-1 Site Design & Plan Preparation		
6338	11/06/2024	Claims	631	56545	Penner, Joshua	1,202.82	NOV2024-204-Travel Reimbursement-AWC Logistics 9/27/24-9/28/24; NOV2024-205-AWC WELI-7/25/2024-7/27/2024-Travel Reimbursement-Spokane; NOV2024-210-Travel Reimbursement-AWC WA-CELI Meeting-10/17/2024-1
		APs/Invoices	Amount	PO	For		
		3202	220.12		NOV2024-204-Travel Reimbursement-AWC Logistics 9/27/24-9/28/24		
		NOV2024-204-	220.12		NOV2024-204-Travel Reimbursement-AWC Logistics 9/27/24-9/28/24		
		3203	585.08		NOV2024-205-AWC WELI-7/25/2024-7/27/2024-Travel Reimbursement-Spokane		
		NOV2024-205	397.62		NOV2024-205AWC WELI-7/25/2024-7/27/2024-Travel Reimbursement-Spokane		
		3208	397.62		NOV2024-210-Travel Reimbursement-AWC WA-CELI Meeting-10/17/2024-10/18/2024		
		NOV2024-210	397.62		NOV2024-210-Travel Reimbursement-AWC WA-CELI Meeting-10/17/2024-10/18/2024		
6339	11/06/2024	Claims	631	56546	Puget Sound Energy	29,583.15	200001532189-OCT24 Main Park-Bell Tower; 300000002406-OCT24-Street Lights; 200021421298-OCT24-Rainier Meadows; 200001247812-OCT24-Traffic Signal; 200024404523-OCT24 Lift Station 1; 200005438367-OCT24;
		APs/Invoices	Amount	PO	For		
		3127	454.35		200001532189-OCT24 Main Park-Bell Tower		
		200001532189-OC	454.35		200001532189-OCT24 Main Park		
		3128	6,449.25		300000002406-OCT24-Street Lights		
		300000002406-OC	6,449.25		300000002406-OCT24-Street Lights		
		3129	38.57		200021421298-OCT24-Rainier Meadows		
		200021421298-OC	38.57		200021421298-OCT24-Rainier Meadows		

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		APs/Invoices			PO For		
		3130	35.48		200001247812-OCT24-Traffic Signal		
		200001247812-OC	35.48		200001247812-OCT24-Traffic Signal		
		3131	167.60		200024404523-OCT24 Lift Station 1		
		200024404523-OC	167.60		200024404523-OCT24 Lift Station 1		
		3132	831.21		200005438367-OCT24 Well 1		
		200005438367-OC	831.21		200005438367-OCT24 Well 1		
		3133	85.51		200015669910-OCT24 Chlorinator		
		200015669910-OC	85.51		200015669910-OCT24 Chlorinator		
		3134	98.24		220015220399-OCT24-Street Lights		
		220015220399-OC	98.24		220015220399-OCT24-Street Lights		
		3135	162.56		200001248034-OCT24 Chlorinator		
		200001248034-OC	162.56		200001248034-OCT24 Chlorinator		
		3136	872.59		200001248372-OCT24-Well 3		
		200001248372-OC	872.59		200001248372-OCT24-Well 3		
		3137	12.70		200001248539-OCT24-Lahar Siren		
		200001248539-OC	12.70		200001248539-OCT24-Lahar Siren		
		3138	41.81		200019613294-OCT24-Cemetery Shop		
		200019613294-OC	41.81		200019613294-OCT24-Cemetery Shop		
		3139	152.56		200010396543-OCT24-North Park		
		200010396543-OC	152.56		200010396543-OCT24-North Park		
		3140	76.54		200009717931-OCT24 Well 2		
		200009717931-OC	76.54		200009717931-OCT24 Well 2		
		3141	133.32		220011476581-OCT24 High Cedars Lift Station		
		220011476581-OC	133.32		220011476581-OCT24 High Cedars Lift Station		
		3142	589.31		220020534461-OCT24-PW Shop		
		220020534461-OC	589.31		220020534461-OCT24-PW Shop		
		3143	22.16		200010629349-OCT24 PW Shop-Calistoga		
		200010629349-OC	22.16		200010629349-OCT24 PW Shop-Calistoga		
		3144	254.35		200001247663-OCT24-VC Lift Station		
		200001247663-OC	254.35		200001247663-OCT24-VC Lift Station		
		3145	10.86		200001248190-OCT24-North Park		
		200001248190-OC	10.86		200001248190-OCT24-North Park		
		3146	1,597.81		220022116432-OCT24 City Hall		
		220022116432-OC	1,597.81		220022116432-OCT24 City Hall		
		3147	12,801.32		200013874264-OCT24 WWTP		
		200013874264-OC	12,801.32		200013874264-OCT24 WWTP		
		3148	2,376.26		200010396733-OCT24 Well Pump Station		
		200010396733-OC	2,376.26		200010396733-OCT24 Well Pump Station		
		3149	378.63		200027087986-OCT24 VG Lift Station		
		200027087986-OC	378.63		200027087986-OCT24 VG Lift Station		
		3150	94.84		200014994137-OCT24 VG Lift Station		
		200014994137-OC	94.84		200014994137-OCT24 VG Lift Station		

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	APs/Invoices		Amount		PO For																																																										
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	200022934653-OC		656.67		200022934653-OCT24-MPC																																																										
	3166		35.81		200021119249-OCT24-Chlorinator																																																										
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	3196		1,152.84		200021064239-OCT24-Wingate Pump																																																										
	200021064239-OC		1,152.84		200021064239-OCT24-Wingate Pump																																																										
6340	11/06/2024	Claims	631	56547	SHRED-IT, C/O Stericycle INC	273.88	8008678523-Shred It City Hall																																																								
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	3165		273.88		8008678523-Shred It City Hall																																																										
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6341	11/06/2024	Claims	631	56548	Jeffery Sproul	397.62	NOV2024-207-Travel Reimbursement-AWC WA-CELLI Meeting-10/17/2024-10/18/2024																																																								
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001 Current Expense	45,759.00
101 City Streets	49,938.58
104 Cemetery	116.23
105 Parks Department	1,611.60

## **COUNCILMEMBERS**

- Position No.  
1. Tod Gunther  
2. Chris Moore  
3. Don Tracy  
4. Jeff Sproul  
5. Stanley Holland  
6. Greg Hogan  
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Regular Business Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
October 30th, 2024  
7:00 p.m.

**Mayor Joshua Penner, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

Mayor Penner called the meeting to order at 7:02pm. Councilmember Hogan led the Pledge of Allegiance.

**Councilmembers present:** Councilmembers Chris Moore, Jeff Sproul, Greg Hogan, and Deputy Mayor Gunther.

**Virtual:** Councilmembers Holland and Koenig.

**Staff present:** City Administrator Scott Larson, City Clerk Kim Agfalvi, Finance Director Gretchen Russo, City Attorney Kendra Rosenberg, Community Development Director Kim Mahoney, Public Works Director Ryan McBee.

**Executive:** Mayor Penner.

**Motion:** *Councilmember Hogan made a motion to excuse Councilmember Holland. Seconded by deputy Mayor Gunther.*

*Motion passed (6-0).*

### **2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

**Motion:** *Councilmember Hogan made a request to remove Resolution No. 2024-21 from item 6A. Seconded by Councilmember Moore.*

*Motion passed (6-0).*

### **3. PUBLIC COMMENTS.**

No comments were made.

### **4. PUBLIC HEARING.**

#### **A. AB24-27 – RV Code Amendments.**

Mayor Penner laid out the rules for the public hearing and opened the public hearing at 7:08pm.

Community Development Director Kim Mahoney briefed on proposed Recreational Vehicle (RV) code amendments pertaining to temporary occupancy, parking, and storage for RV's. Council discussion followed.

Mayor Penner closed the public hearing at 7:20pm.

***Motion:*** Councilmember Hogan made a motion to adopt ordinance no. 2024-1133, an ordinance of the City of Orting, Washington, relating to the City's regulations for the parking and temporary occupation of recreational vehicles within the City; amending Orting Municipal Code (OMC) chapter 10-14, OMC 13-2-19, OMC 13-4-2, and OMC 13-5-3.K.1a; providing for severability; and establishing an effective date. Seconded by Councilmember Sproul.

***Council discussion followed.***

***Motion passed (4-2). Yay - Hogan, Koenig, Sproul, Holland. Nay - Gunther, Moore***

## **B. AB24-111 – 2025 Property Taxes.**

Mayor Penner laid out the rules for the public hearing and opened the public hearing at 7:22pm. Finance Director Gretchen Russo briefed on 2025 property taxes basics, statutory rate limits, property tax limits, and proposed rates for 2025. Council discussion followed.

Mayor Penner closed the public hearing at 7:33pm.

***Motion:*** Councilmember Hogan made a motion to approve Resolution No 2024-24, a resolution of the City of Orting requesting the highest lawful levy. Seconded by Councilmember Sproul.

***Council discussion followed.***

***Motion passed (6-0).***

## **5. CONSENT AGENDA.**

### **A. Claims Voucher.**

Claims voucher list dated October 30<sup>th</sup>, 2024 which includes voucher number 56457 through 56521 in the amount of \$168,370.72 & electronic fund transfers in the amount of \$22,143.52 for a grand total of \$190,514.24.

### **B. Payroll Voucher.**

Payroll check numbers 24280 through 24281 in the amount of \$15,246.41 & electronic deposit transmissions in the amount of \$211,880.98 for a grand total of \$227,127.39 for the period covering October 1<sup>st</sup> – 15<sup>th</sup>, 2024.

### **C. Meeting Minutes – September 25<sup>th</sup>, 2024, October 9<sup>th</sup>, 2024 and October 16<sup>th</sup>, 2024.**

### **D. AB24-100 – 2025 Fee Schedule – CGA Committee.**

### **E. AB24-103 – Personnel Manual Updates – CGA Committee.**

### **F. AB24-101 – Endangerment with a Controlled Substance – Public Safety Committee.**

### **G. AB24-105 - Brightly Asset Management Solutions Service Contract – Public Works Committee.**

***Motion:*** Councilmember Sproul made a motion to approve the consent agenda as prepared. Seconded by Deputy Mayor Gunther.

***Motion passed (6-0).***

## **6. NEW BUSINESS.**

### **A. AB24-79 – 2025 Grants – CGA Committee.**

Councilmember Hogan briefed that Council reviewed all grant submissions, the City of Orting Grant Policy, and stated all requestors attended the CGA meeting on October 2<sup>nd</sup>, 2024 as requested. He stated that the Committee is recommending approval of all resolutions with the exception of Resolution No. 2024-21, which was removed at the request of Councilmember Hogan and unanimously voted on earlier in the meeting.

***Motion: Councilmember Hogan made a motion to adopt Resolution No. 2024-18, 2024-19, 2024-20, 2024-22, and 2024-23; resolutions of the City of Orting, Washington, declaring a public purpose and authorizing a City grant of funds to Orting Chamber of Commerce, Orting Food Bank, Orting Senior Center, Orting Valley Farmer’s Market, and Opportunity Center of Orting (The Haven). Seconded by Councilmember Koenig.***

***Motion passed (5-1). Nay – Gunther.***

Mayor Penner recessed the meeting at 7:44pm for five minutes.

The meeting reconvened to regular session at 7:49pm.

**B. AB24-113 – 2025 Budget Discussion.**

City Administrator Scott Larson briefed on the 2025 budget for two specific items; streets and parks revenue and expenses. He presented three non-mutually exclusive options including for discussion to include evaluating services, revenue options, and transfer from the general fund. Council discussion followed.

***Motion: Discussion item only.***

**7. EXECUTIVE SESSION.**

No executive session.

**8. ADJOURNMENT.**

***Motion: Deputy Mayor Gunther made a motion to adjourn. Seconded by Councilmember Koenig.***

***Motion passed (6-0).***

Mayor Penner adjourned the meeting at 8:58pm.

ATTEST:

\_\_\_\_\_  
Joshua Penner, Mayor

\_\_\_\_\_  
Kimberly Agfalvi, CMC, City Clerk





**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Evacuation Bridge Temporary Construction Easement.	<b>AB24-106</b>	Public Works		
		<b>10.2.2024</b>		<b>10.9.2024</b> <b>11.13.2024</b>
	<b>Department:</b> Public Works Department			
	<b>Date Submitted:</b> <b>10.2.2024</b>			
	<b>Cost of Item:</b> To Be Determined			
<b>Amount Budgeted:</b>		\$2,200,000		
<b>Unexpended Balance:</b>		\$2,200,000 (to date)		
<b>Bars #:</b>		Streets Fund		
<b>Timeline:</b>		ASAP		
<b>Submitted By:</b>		Scott Larson, City Administrator Ryan McBee, Public Works Director		

**Fiscal Note:** The TCE would come out of city funding for this project.

**Attachments:** Bridge Budget Worksheet

**Summary:** The Orting Evacuation Bridge project, currently about to start construction, requires temporary construction easements (TCE) to facilitate access and operations as part of the Contractor’s means and methods for completion. The need for these easements was identified in July 2024 and is now on the critical path for the project’s timely progression. As per City right-of-way (ROW) procedures, the Mayor’s authorization limit for such agreements is capped at \$15,000. Any agreements exceeding this threshold require City Council approval.

**Background:** The Orting Evacuation Bridge is a critical public safety infrastructure project designed to provide emergency access during natural disaster events. While initial planning accounted for permanent ROW needs, the requirement for temporary construction easements emerged during the construction phase due to unanticipated site access needs. This requirement was communicated by the Contractor in May 2024, in which Staff began the ROW process in earnest. Pursuing any other avenue to acquire the TCE will delay the project, risking equitable adjustments for further delays costing more money or legal fees than the cost of the acquisition. Staff have been working with property owners and the ROW agent.

**Recommendation**

Staff have negotiated TCE’s with three adjacent property owners, and request council authorize the Mayor to sign the TCE’s.

**RECOMMENDED MOTION: Motion:**

To authorize the Mayor to sign Temporary Construction Easements needed for the Orting Evacuation Bridge project in an amount not to exceed \$\_\_\_\_\_.

Orting Ped. Bridge/OEEB

	<u>Transportation</u>	<u>Sewer</u>	<u>City</u>	<u>Total</u>
<u>Sources</u>				
2022 Leg Grant	6,000,000	-	-	6,000,000
2024 Leg Grant	3,000,000	-	-	3,000,000
Port of Tacoma	25,000	-	-	25,000
Sewer	-	433,585	-	433,585
General Fund Transfer	-	-	2,200,000	2,200,000
Total	9,025,000	433,585	2,200,000	11,658,585
<u>Uses</u>				
Quigg	7,140,450	443,586	-	7,584,036
Parametrix	1,075,211	-	-	1,075,211
TCE's	-	-	100,000	100,000
Contingency	809,339	-	-	809,339
Total	9,025,000	443,586	100,000	9,568,586
2024 Exp Budget				9,675,000



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  City Council Meeting November Meeting Date.	<b>AB24-117</b>	<b>CGA</b>		
		<b>11.6.2024</b>		<b>11.13.2024</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>10.30.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	<b>ASAP</b>			
<b>Submitted By:</b>	<b>Kim Agfalvi, City Clerk</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>				
<b>SUMMARY STATEMENT:</b>				
<p>The last meeting in November is scheduled for Wednesday, November 27<sup>th</sup>, 2024 and is the day before the Thanksgiving holiday. Staff wanted to bring this to the attention of the Council to see if moving the meeting to another date might be more preferable.</p> <p>After discussion at the November 6<sup>th</sup>, 2024 CGA meeting, the committee recommends moving the meeting date to Tuesday, November 26<sup>th</sup>, 2024 at 7:00pm.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To approve moving the City Council meeting scheduled on Wednesday, November 27<sup>th</sup>, 2024 at 7:00pm to Tuesday, November 26<sup>th</sup>, 2024 at 7:00pm.</p>				



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Collective Bargaining Agreement between the City of Orting and the Orting Police Guild.	<b>AB24-121</b>			
		<b>N/A</b>	N/A	<b>11.13.2024</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>11.13.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> The 2025 wages reflected in the Collective Bargaining Agreement are incorporated into the 2025 Draft Budget.				
<b>Attachments:</b> Collective Bargaining Agreement				
<b>SUMMARY STATEMENT:</b>				
<p>The city administration and the Police Guild have reached a tentative agreement regarding the collective bargaining agreement that will go into effect January 1, 2025 and last until December 31, 2027.</p>				
<b>RECOMMENDED ACTION: <u>Motion:</u></b>				
<p>To authorize the Mayor to enter into a Collective Bargaining Agreement with the Orting Police Guild starting January 1, 2025 and ending December 31, 2027.</p>				

**AGREEMENT**

**BY AND BETWEEN**

**CITY OF ORTING**

**and the**

**FRATERNAL ORDER OF POLICE LODGE 2736  
(representing the ORTING POLICE GUILD)**

**Effective  
January 1, 2025  
Through  
December 31, 2027**

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CITY OF ORTING AND  
FRATERNAL ORDER OF POLICE LODGE ~~27-36~~ REPRESENTING  
THE ORTING POLICE GUILD

(JANUARY 1, ~~2022~~2025 THROUGH DECEMBER 31, ~~2024~~2027)

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AGREEMENT BY AND BETWEEN CITY OF ORTING  
AND  
FRATERNAL ORDER OF POLICE LODGE ~~27-36~~ REPRESENTING  
THE ORTING POLICE GUILD

(JANUARY 1, ~~2022~~2025 THROUGH DECEMBER 31, ~~2024~~2027)

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These Articles constitute an Agreement between the City of Orting, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Orting Police Guild, Orting Washington, hereinafter referred to as the "Guild".

**ARTICLE 1: GUILD RECOGNITION**

1.1 GUILD RECOGNITION - The Employer, for all Employees in classifications listed in Appendix A and under their direct and indirect control of hiring and firing, hereby recognizes the Guild to be the exclusive bargaining agent in all matters of wages, hours and conditions for said Employees.

The language of this Section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of other classifications (new or current) in the Guild.

1.2 Temporary and provisional Employees, as defined in the City's Civil Service Rules in effect as of November 18, 2015, are not covered by this Agreement. However, no Employee who has not successfully completed a full-time, state certified Law Enforcement Academy, as recognized by WSCJTC, may work more than 1040 hours, per individual appointment, in any calendar year without mutual agreement between the Guild and the Police Chief.

1.3 EMPLOYEE DEFINITIONS – Definitions of regular full-time and part-time Employees are:

1.3.1 Regular Full-Time Employee – A regular full-time Employee is defined as an Employee who has completed the probationary period and works forty (40) hours per week.

1.3.2 Regular Part-Time Employee – Should the Employer anticipate hiring regular part-time Employees to do bargaining work, the Employer shall meet with the Guild to discuss wages and benefits.

1.4 The City agrees to not hire a temporary or provisional Employee to displace or replace a current member of the bargaining unit, unless done so upon mutual agreement between the Guild and the City on a temporary basis.



- 1.5 At any time the City, or any member thereof on behalf of the City or the City Council, inquires into the feasibility of contracting out Police Services and/or disbanding the Police Department, the City must notify, in writing, the Guild of the City's actions. If at any time, the City determines they are going to disband the Police Department, or contract with any other agency to provide any Police Services, they must provide a minimum of one (1) year's notice, in writing, to the Guild.

## **ARTICLE 2: GUILD MEMBERSHIP**

- 2.1 **GUILD MEMBERSHIP** - No employee in the bargaining unit shall be required to become a member of the Guild as a condition of employment. It is recognized that the Guild is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Guild.
- 2.2 The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new Employee. The notification shall provide the Guild with the name, home address, home phone number, starting pay step and classification of the new Employee.
- 2.3 Upon the written authorization of an Employee showing the Employee's voluntary consent, and with the approval of the Guild, the City shall deduct from the wages of each Employee the fees and assessments required for membership in the Guild, as provided to the City, in writing, by the Guild from time to time. The City shall transmit each pay period said moneys to the Guild, along with the names of each Employee whose dues are transmitted. An employee may cancel their payroll deduction of dues and/or service fees by written notice to the Employer and the Union on the appropriate union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.
- 2.4 The pay period for Employees shall be semi-monthly. Pay dates shall be no later the fifth (5th) and twentieth (20th) of each month. Should either the fifth (5th) or twentieth (20th) fall on a City recognized holiday or on a Saturday or Sunday, said pay date will be the last work day preceding the City recognized holiday or weekend. At the option of the Employee, an Employee's payroll shall be transmitted to the Employee's designated financial institution and account through the use of Electronic Funds Transfer (EFT).
- 2.5 The Guild shall hold the Employer harmless from any claims filed by any bargaining unit employee arising out of the Guild membership and payroll deduction provisions of this Agreement. If a dispute arises, the mechanism for resolution provided under Chapter 41.56 RCW will be followed.

## **ARTICLE 3: ENTIRE AGREEMENT**

- 3.1 **ENTIRE AGREEMENT** – The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 3.2 The parties acknowledge that each has had the 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 opportunity are set forth in this Agreement. Therefore, the Employer and the Guild, for the duration of this Agreement, each voluntarily agree to waive the right to oblige the other party to bargain with respect to any matter not specifically referred to or covered by this Agreement, except as may be mutually agreed to.

- 3.3 APPENDIX PROVISIONS, WAGES AND CLASSIFICATIONS – The classifications, wages and department specific provisions are set forth in the attached appendices and, by reference herein, are made a part of the Agreement.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.1 DIRECTION OF WORKFORCE – The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated or modified by this CBA are retained by the Employer, including but not limited the right to contract services of any and all types. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the city; (f) determine methods, means and personnel by which such operation are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not conflict with the city ordinances, personnel rules and the terms of this Agreement.
- 4.2 APPLICATION OF RULES – Rules shall be applied in a fair and equitable manner to all Employees. Rules and regulations shall be made available by the Employer in writing to all Employees.

#### **ARTICLE 5: GRIEVANCE PROCEDURE**

- 5.1 Grievance, as used herein, shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement. New hire, probationary employees are not entitled to the grievance procedure as outlined in Article 5.

5.1.1 STEP ONE - Within sixty (60) calendar days of knowledge of the occurrence the situation, condition or action giving rise to an alleged Employee grievance, the Employee affected or a Guild representative, shall present the grievance, in writing, to the Employee's immediate supervisor or the Police Chief. The written grievance shall contain the specific contract violation, a brief summary of the relevant facts, and the remedy sought by the grievant. In the event the Employee affected or a Guild representative do not present a grievance meeting these requirements within sixty (60) calendar days of its occurrence or reasonable knowledge of the occurrence, the grievance shall be invalid and subject to no further processing. The Employee's immediate supervisor or the Police Chief shall provide a written response to the Employee or Guild representative within fifteen (15) calendar

days of receipt of the grievance.

5.1.2 STEP TWO - If a settlement is not reached in Step One, ~~and the Guild Board determines the grievance is valid by majority vote,~~ a written grievance shall be presented by ~~the employee,~~ Guild or Guild designee representative to the Mayor or the Mayor's designated representative, ~~who within fifteen (15) calendar days of the date of the step one denial by the Employee's immediate supervisor or the Police Chief. In the event a written grievance is not presented within fifteen (15) calendar days of the step one denial the grievance shall be invalid and subject to no further processing. The employee, Mayor, Mayor's designee or Guild~~ may request a meeting as soon as possible, but, ~~if requested by the Guild,~~ in no event may the meeting occur later than twenty (20) calendar days after the Mayor's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor and the employee or Guild occurs, the Mayor shall render a written decision about the grievance ~~as soon as possible~~within ten (10) days after the meeting. If a meeting is not requested, the Mayor shall render a written decision about the grievance within ten (10) calendar days following receipt of the grievance. If the matter is resolved at this stage, the Mayor or designee and the employee or the Guild shall sign a document memorializing the disposition.

5.1.3 STEP THREE ——— If a settlement is not reached in Step Two, either ~~party~~the Guild or the City may submit the matter to arbitration. The aggrieved party to this Agreement shall submit a written request for arbitration to the other party, signed by the guild president or the Mayor or their designee within twenty (20) calendar days following the completion of Step Two.

## 5.2 ARBITRATOR—ARBITRATION

~~5.1.4~~5.2.1 For non-disciplinary matters, a mediator shall be selected by mutual agreement of the parties. Should the parties be unable to agree upon ~~an Arbitrator~~a mediator, they shall request a list of the names of seven (7) ~~Arbitrators~~Mediators from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking of names shall be determined by a coin toss.

5.2.2 For disciplinary matters (defined as a dispute or disagreement regarding any disciplinary action, discharge or termination decision arising this Agreement), an arbitrator shall be selected through the Law Enforcement Arbitrator Roster maintained by the Washington Public Employment Relations Commission (PERC). The City or Guild, individually or jointly as the case may be, shall submit a written request to PERC and the PERC Executive Director shall appoint an arbitrator consistent with RCW 41.58.070.

~~5.1.5~~5.2.3 The decision of the Arbitrator shall be final and binding on both parties; provided, however, the Arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the ~~Arbitrator's~~Arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

5.1.65.2.4 The cost of the Arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided however, if the other party requests a copy, such cost shall be shared equally.

5.25.3 TIME LIMITS - At any step of the grievance procedure, time limits may be extended by mutual written agreement of the parties.

5.35.4 ELECTION OF REMEDY - Should the effected Employee wish to appeal disciplinary action as defined in the progressive discipline Article of this Agreement, the Employee may file a petition with the Civil Service Commission in accordance with the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the Guild's grievance procedure. This appeal process is not available to new hire, probationary employees.

## **ARTICLE 6: NON-DISCRIMINATION**

- 6.1 NON-DISCRIMINATION - Any member of the Guild, acting in any official capacity whatsoever, shall not be unlawfully discriminated against for his/her acts as such officer of the Guild, nor may there be any unlawful discrimination against any Employee because of Guild membership or activities.
- 6.2 The City is an equal opportunity employer, and shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, marital status, disability or any other protected parties or class consistent with state and federal laws.

## **ARTICLE 7: DISCIPLINE AND DISCHARGE**

- 7.1 JUST CAUSE - Disciplinary action and/or discharge shall be imposed upon an Employee only for just cause.
- 7.2 In the administration of discipline, the provisions of the Police Department Policy and Procedure Manual that relate to standards of conduct by an Employee shall apply unless contrary to or inconsistent with the express language in this Agreement.

### **7.2.1 DISCIPLINARY ACTIONS**

Disciplinary action shall include the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Reassignment – This applies only to reassignments based on poor performance or disciplinary actions
- d. Suspension without Pay
- e. Demotion
- f. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

7.2.2 GUILD AND EMPLOYEE RIGHTS - The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for new hire Employees serving an initial probationary period. Employees on a promotional probationary status shall be covered and afforded all rights under this section.

The Guild member who is the subject of any investigation or inquiry, shall be entitled to Guild representation and/or legal representation at all meetings attended by the member being investigated where discipline is being considered and/or could result in any level of disciplinary action.

7.3 INVESTIGATIVE INTERVIEWS/INTERNAL AFFAIRS INVESTIGATIONS - The interview of an Employee who is the subject of an investigation or interview, concerning action(s) or inaction(s) which, if proved, could reasonably lead to any level of discipline, shall be conducted under the following conditions and procedures:

- a. Any Employee who is the subject of any investigation shall be informed in writing, with a copy to the Guild, that an investigation has been initiated; the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation. Additionally, the Employee shall be advised that they are entitled to consult with a Guild representative and/or legal representation prior to an interview. Any Employee who is subject of any inquiry may be verbally informed of such inquiry. Notice given to the Guild of the inquiry will be at the subject Employee's discretion.
- b. No investigation or inquiry may be conducted when received by an anonymous source. Any complainant must be identified by the City prior to initiating any investigation or inquiry. Once an investigation or inquiry has started, the City shall notify the Employee of the complainant's name and involvement in the alleged incident. Notice given to the Guild will be at the subject Employee's discretion.
- c. The Employee who is subject to investigation or interview shall have the right to have a Guild representative or attorney present during any interview which may reasonably result in any level of disciplinary action. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the subject Employee in the absence of a Guild representative, but during the interview the subject Employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the subject Employee shall be allowed a reasonable time, not to exceed ten (10) calendar days, in which to obtain a Guild representative or attorney.

- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities, or other locations as mutually agreed upon by the Employee and the City.
- e. The City may schedule the interview outside of the Employee's regular working hours, however, in that event the appropriate overtime rate and/or irregular hour's payment shall be made to the Employee. If the interview is scheduled outside of the Employee's regular working hours, the City must provide notice to the subject Employee, in writing, at least seventy-two (72) hours in advance, unless a shorter notice is mutually agreed upon by the City and the Guild.
- f. The Employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the Employee is entitled under State or Federal laws.
- g. The Employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the Employee shall be entitled to such reasonable intermissions as the Employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the Employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the Employee about information that is developed during the course of the interview.
- j. If the Police Department records the interview, a complimentary copy of the complete recorded interview of the Employee who is subject to the investigation or interview, noting the length of all recess periods, shall be furnished to the Employee upon the subject Employee's written request. If the interviewed Employee is subsequently charged with misconduct, upon the written request of the subject Employee or the Guild, the City shall provide a complimentary copy of any recordings to the Guild on behalf of the Employee.
- k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- l. The Employee and the Guild shall be advised within a reasonable period of time, not to exceed three (3) business days, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

7.4 NOTICE AND OPPORTUNITY TO RESPOND - Upon reaching the conclusion that just cause exists to discipline an Employee with a reassignment, or a suspension without pay,

or a demotion, or discharge, the Chief of Police or his/her designee shall provide the Employee and the Guild/Attorney with the following prior to the administration of discipline:

- a. A copy of all materials part of or related to the investigation upon which the allegation(s) or charge(s) are based.
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated.
- c. What disciplinary action is being considered.
- d. Copies of previous documented disciplinary actions identified in Section 7.2.1 above.

7.4.1 EMPLOYEE'S RESPONSE - The affected Employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) in writing, normally within seventy-two (72) hours of receiving the information and materials provided by the City in Section 7.3 above, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his/her designee.

7.4.2 PRE-DISCIPLINARY MEETING - If the Employee and/or the Guild chooses to respond orally, an opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his/her designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time, and place shall be given, in writing, to the Employee and the Guild. This meeting shall be informal. The Employee and the Guild shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

7.4.3 CITY'S DECISION - Within a reasonable time, but not to exceed thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or his/her designee shall issue a written decision imposing discipline, exonerating the Employee, or taking such other action deemed appropriate.

7.5 POLYGRAPH TESTS – No Employee shall be required to take or be subjected to any polygraph as a condition of continued employment.

7.6 SUBSTANCE ABUSE TESTS – No Employee, except those Employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment. Testing with probable cause is permissible under this section.

7.7 USE OF DEADLY FORCE SITUATIONS –An Employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with a Guild representative or attorney, prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a representative or attorney shall not

delay the giving of the statement more than seventy-two (72) hours.

## **ARTICLE 8: BULLETIN BOARDS**

- 8.1 BULLETIN BOARDS - The Employer agrees to provide suitable space for the Guild to place a bulletin board. Postings by the Guild on such boards shall be confined to official business of the Guild.

## **ARTICLE 9: GUILD OFFICIAL TIME OFF**

- 9.1 GUILD OFFICIALS TIME OFF - Guild officials who are Employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable paid time off to conduct Guild business provided: the number of Employees allowed time off for negotiations shall be limited to three, otherwise the number of Employees allowed time off at any one time shall be limited to two and the Guild officials may conduct Guild business during his/her shift, provided it does not interfere with the necessary operations of the department. Guild business includes, but not limited to, grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings, other labor-management meetings with the City and the attending of any public meetings held by the City.

9.1.1 EDUCATIONAL CONFERENCES – Members of the Guild, including support Employees, may be granted leave from duty with pay (not to be taken from any of the Employee’s leave banks) to attend Guild sponsored educational conferences; provided, however, no additional expense is incurred by the Employer, and when such attendance has been determined by the Chief of Police as a positive benefit to the Employer. If the benefit to the Employer is not positive, then such attendance shall be on the Employee’s own time, with no expense to the Employer. The total time permitted for educational conferences shall not exceed four (4) working days annually. Employees shall not accrue overtime.

## **ARTICLE 10: INSPECTION PRIVILEGES**

- 10.1 INSPECTION PRIVILEGES - Authorized agents of the Guild shall have access to the Employer’s establishment during working hours for the purpose of assisting with disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.

## **ARTICLE 11: SICK LEAVE**

- 11.1 SICK LEAVE - Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours. Employees are eligible to use accrued paid sick leave ninety (90) days after starting employment. The accrual year is January 1 to December 31.
- 11.2 PAYOUT OF SICK LEAVE - Pay-out shall be based on an accumulation of unused sick leave to a maximum of nine hundred-sixty (960) hours. Employees shall be compensated



at their regular ~~hourly~~ rate of pay in effect when permanently separated from employment in accordance with the following schedule:

11.2.1 DEATH - If an Employee dies from a line-of-duty death, the Employer will pay out one hundred percent (100%) of the Employee's accrued sick leave.

11.2.2 PERMANENT RETIREMENT DUE TO DISABILITY - If an Employee is disabled and unable to work in any capacity due to an injury sustained in the line-of-duty for the Employer, the Employer will pay out ~~fiftyone-hundred~~ percent (~~50~~100%) of the Employee's accrued sick leave.

11.2.3 PERMANENT RETIREMENT - If an Employee retires from the City with 20 years of service with the City, the Employer will pay twenty-five percent (25%) of the Employee's accrued sick leave.

11.3 USAGE – Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member for:

- Mental or physical illnesses, injuries, or health conditions;
- Seeking medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
- Preventive medical care.

Sick leave is also authorized for health-related (as determined by public official) work site closures, and Employee's child's school/daycare health-related closures. An Employee may also use authorized sick leave if the Employee or Employee's family member is a victim of domestic violence, sexual assault, or stalking including seeking legal or law enforcement assistance under the Domestic Violence Leave Act – Chapter 49.76 RCW.

“Family member” is defined as:

- Child, regardless of age or dependence
  - Includes: biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent
- Parent, including spouse's parent(s)
  - Includes: biological, adoptive, de facto, foster, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child
- Spouse and registered domestic partner
- Grandparent
- Grandchild
- Sibling

Incremental use of sick leave is allowed for all of the aforementioned reasons and may be taken in one hour or less increments.

11.3.1 Employees may be granted one (1) day off with pay for the death of their pet to

be charged against sick leave.

- 11.4 NOTIFICATION - An Employee on sick leave shall notify the Chief or his/her designee of the requested sick leave as soon as possible and prior to the beginning of the Employee's scheduled shift unless it is not practicable to do so. If the requested leave is foreseeable, the Employee shall provide ten days' advance notice or as much advance notice as practicable.

11.4.1 Should the sick leave continue beyond three (3) consecutive shifts, and if required by the Chief or his/her designee, the Employer can require that the Employee provide a note from a health care provider. If an employee believes that verification will result in an unreasonable burden or expense, he or she must provide a ~~verbal or~~ written statement that (i) the leave was for an authorized purpose; and (ii) the verification requirement would cause an unreasonable burden or expense.

11.4.2 Employees who are injured in the line of duty and covered under the Worker's Compensation Law shall:

- i. First be offered light duty and/or accommodated work. The employee will assist the Employer in searching for and accepting any alternative or light duty work the employee is able to perform.
- ii. If unable to perform light duty or return to work per the employee's attending physician, the employee will be granted a leave of absence and shall remain in a kept-on-salary status for up to twelve weeks.
- iii. Following the initial 12 weeks of leave the employee shall utilize sick leave benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided, however, such supplementary benefits shall not be paid in excess of the accrued sick leave credited to the employee. Once eligibility for payment under Workers Compensation has been approved by the State, the employee shall endorse his/her state benefit check to reimburse the City for wages paid during the employee's absence and such endorsement shall cause reinstatement of proportional hours to employee's sick leave accrual bank.
- iv. The City shall transfer a worker's compensation claim to a lost wages status following the exhaustion of all sick leave. The Employer will continue medical benefits at the current coverage for an employee on workers compensation leave for up to nine (9) months. The leave of absence may be extended further by the Chief of Police or his or her written designee on a case by case basis. The City maintains the right to send the injured employee to an independent medical exam (IME) at three (3) months and (6) months of leave to confirm progress towards recovery and expectation of return to work before the exhaustion of leave period. If recovery is expected to exceed the remaining available leave parties will work toward medical separation and/or medical retirement.
- v. DISABILITY TEMPORARY OR PERMANENT – Whenever any member of the Guild is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled

to, regardless of his or her period of service with the City, a leave of absence while so disabled for the period of disability, not to exceed nine months or until a disability retirement under LEOFF is granted, whichever is shorter. The leave of absence may be extended further by the Chief of Police or his or her written designee on a case by case basis.

~~11.4.2~~11.4.3 Employees who are on leave with pay and benefits who simultaneously receive compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such leave, compensation for only their regular salary and benefits. Any compensation received from insurance the Employer contributes to, above and beyond the Employee's regular pay and benefits, shall be returned to the Employer. ~~Leave of the nature described in this paragraph will not be charged against any of the Employee's accrual banks.~~

11.4.4 Medical leave exceeding four (4) weeks will require the return of all city property and equipment until such time as the employee returns to work.

~~11.4.3~~11.4.5 Any discrimination or retaliation against an Employee for lawful exercise of paid sick leave rights is prohibited. Employees will not be disciplined for the lawful use of paid sick leave. If an Employee believes he or she is being discriminated or retaliated against, promptly contact Scott Larson at: [slarson@cityoforting.org](mailto:slarson@cityoforting.org).

If the Employee is not satisfied with the response, the Employee may contact the Washington State Department of Labor & Industries online at:

[www.Lni.wa.gov/WorkplaceRights](http://www.Lni.wa.gov/WorkplaceRights)

Call: 1-866-219-7321, toll-free

Email: [ESgeneral@Lni.wa.gov](mailto:ESgeneral@Lni.wa.gov)

~~11.4.4~~11.4.6 If the Employee separates from the City after the date of this Agreement and is rehired within 12 months of the separation, the 90-day waiting period prior to use of paid sick leave is not imposed, and the City will reinstate the Employee's accrued, unused paid sick leave up to 40 hours.

11.5 FAMILY LEAVE - The Employer shall comply with all state and federal Family Leave Acts as presently set forth or hereinafter amended.

## **ARTICLE 12: BEREAVEMENT LEAVE**

12.1 BEREAVEMENT LEAVE - In the event of the death of an Employee's immediate family members, up to three (3) days off with pay shall be granted as bereavement leave. Additional leave time, which will be charged as sick, vacation, or compensatory time previously earned, at the Employee's discretion, may be granted at the discretion of the Chief or his/her designee. "Immediate family" shall include parents, siblings, spouse, spouse equivalent, child (including step-child, foster child or legally adopted child), mother-in-law and father-in-law, and/or grandparents.

**ARTICLE 13: VACATION**

13.1 VACATION – Regular full-time employees shall earn vacation time per their total length of service to the City on the following basis:

Service Years	Hours per pay period:	Hours per year:
1 through 4 years’ service	4 hours	96 hours
5 through 7 years’ service	5 hours	120 hours
8 through 10 years’ service	6 hours	144 hours
11 through 13 years’ service	6.34 hours	152 hours
14 through 16 years’ service	6.67 hours	160 hours
17 through 19 years’ service	7 hours	168 hours
20 through 24 years’ service	7.34 hours	176 hours
24+ years’ service	8.34 hours	200 hours

13.2 Employees may accumulate a maximum of two hundred forty (240) hours of vacation. Any vacation accrued but not taken, that is in excess of two hundred forty (240) hours, shall be paid to the Employee at his/her current regular rate of pay.

13.3 Any Employee separated from service with the City for any reason, shall be paid for their accrued vacation pay at the time of separation. This balance will be based on their last day of employment with the City and will be paid out at the Employee’s current regular ~~hourly~~ rate of pay at the time of separation.

13.4 The Employee shall choose vacation time in order of classification seniority. Where an Employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other Employees have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about December 15th, and will reserve the right to make final changes or modifications depending on bona fide operational requirements.

**ARTICLE 14: HOLIDAYS**

14.1 The following holidays shall be recognized as paid holidays:

New Year’s Day	Veteran’s Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Day-after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	New Year’s Eve
Labor Day	

14.2 Employees shall receive ten (10) hours of holiday pay, at the employee’s regular rate of pay for each of the holidays- listed in 14.1. On the pay period in which the holiday is observed the City will credit each Employee’s Holiday bank with ten (10) holiday hours for each holiday observed in that respective pay period to a maximum accrual balance of

~~eighty (80) hours. On January 1st of each year, the City will credit each Employee's Holiday bank with one hundred thirty (130) holiday hours. If the employee leaves service before the year is complete, they will reimburse the City a prorated share of the holiday hours. New Employees will receive holiday maximum of eighty (80) hours of holiday pay.~~

14.2.1 Any holiday ~~pay~~hours accrued ~~but not taken, that is~~ in excess of eighty (80) hours, shall be paid out to the ~~Employee~~employee at his/her ~~current regular straight-~~time~~their regularly~~ -rate of pay during the ~~first payroll of January in which the maximum~~ accrual is exceeded. A maximum of (80) hours Holiday accrual may be carried over year to year.

14.2.2 Holidays shall not accrue in advance.

14.2.3 Holiday hours may not be converted into compensatory time.

14.3 To be eligible for holiday pay an employee must be employed in a paid position both the day before and the day after the holiday.

~~14.3~~14.4 If an employee works a regularly scheduled shift on a holiday, as listed in 14.1, the employee shall be compensated at the rate of one and one-half (1½) times the employee's regular ~~hourly~~ rate of pay for working the hours worked of their ~~regularly~~-scheduled shift. An employee who works ~~non-mandated~~ overtime during one of the above listed holidays shall receive two and one-quarter (2¼) times the employee's regular hourly rate of pay.

~~14.4~~14.5 Upon separation of employment an Employee shall be paid out for all accrued, ~~but~~ and unused Holiday time at the employee's current regular rate of pay.

## ARTICLE 15: WAGES

15.1 WAGES - Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix A to this Agreement. For definition purposes in this Agreement, "base rate of pay" is the rate at which each Employee is paid according to the wage matrix without including any incentives or premium pay. "Regular ~~hourly~~ rate of pay" ~~and "Regular pay rate" are synonymous to each other and are is~~ the rate at which each Employee is paid that is inclusive of the base rate of pay in the wage matrix and adding any and all applicable premium pays, incentives, and longevity (i.e. SRO pay, education incentive, longevity, etc.). Regular rate of pay does not include overtime wages.

15.2 An employee separating from service as to become a "qualified retired law enforcement officer" (the term "qualified law enforcement officer" means an individual who retired in good standing from service with a public agency as a law enforcement officer, other than for reason of mental instability.) with fifteen (15) or more years of service as Commissioned and/or Certified Police officer and the last seven (7) or more years of service to the Orting Police Department, who meets LEOFF eligibility requirements to receive retirement benefits and the requirements under Public Law #108-277 for Retired Law Enforcement Officer will receive a retiree badge, identification card from their last duty assignment served, and their duty weapon at retirement, pending the employee signed release of liability and completion of all firearms transfer paperwork as required by RCW

9.41.113. Any fees associated with the processing of firearms transfer paperwork shall be borne by the City.

15.3 The employer will match 100% of the employee's contribution to the qualified deferred compensation plan for a total maximum City contribution of 2.5% of the base wage as listed in Appendix A for guild members.

## **ARTICLE 16: UNIFORMS & EQUIPMENT**

16.1 UNIFORMS - The Employer shall provide Employees with all clothing and uniforms as may be required by the Police Chief. The City will provide the following items for all Employees, including but not limited to:

2 Jumpsuits	1 Class "A" Uniform (pant, shirt, tie and tie bar)
1 Pair of Boots	1 Class "B" (soft) Uniform (short or long sleeve shirt and pant)
1 Utility Jacket	1 Ballistic Vest
Service Weapon	Service Weapon Holster
Ammunition Cases	Utility Belt and Accessories
OC Spray	2 set of Handcuffs and Handcuff Keys
Baton, PR-24, or A.S.P.	1 Taser and Taser Holster
Patrol Rifle	Back-up Firearm

16.2 The Employer shall provide each Employee with all uniforms and equipment required by changes or additions to City policy as required by the Police Chief.

16.3 Any uniform or equipment item authorized by the Chief which becomes damaged in the line of duty through no fault of the Employee shall be replaced by the City.

16.4 Upon termination for any reason, the Employee shall return all clothing, uniforms, and equipment issued and authorized by the Chief.

16.5 Each full time Employee may use an automated car wash service to clean their patrol vehicle, once during each of their scheduled 40-hour work weeks. This can be performed at gas stations that will take the patrol vehicle's gas card as payment for the car wash.

The City reserves the right to hire a vehicle cleaning service in lieu of paying the cleaning allowance set forth above. If the City exercises this option, the City will notify the Guild and involve the Guild negotiators in the change to the vehicle cleaning service.

## **ARTICLE 17: HEALTH AND WELFARE**

17.1 ~~2022-2023-2024~~2025-2026-2027 MEDICAL HEALTH PLANS -- The medical plan will be "LEOFF Health and Welfare Trust - Plan ~~FXF~~". The Employer will cover one hundred percent (100%) of the premiums for Employee only. Any subsequent amount above and beyond the rate for the Employee only will be shared at a percentage split. The Employer will pay ninety percent (90%) of the additional premiums and the Employee will pay ten percent (10%) of the additional premiums. If the medical plan costs increase year-over-

year more than 8%, the Employee will cover all medical costs over the 8% increase. The formula to be used to calculate the Employee's premium costs if the plan is over 8%, will be to first subtract out the cost to cover the Employee, which will be paid by the Employer, and then the Employee will be solely responsible for any additional premium costs that are above the 8% increase for that year only. The following year will reset to the above percentage split of ninety (90%) paid by Employer and ten percent (10%) paid by the Employee. This reset will also be subject to the Employer covering all insurance premium increases up to, and including 8%.

- 17.2 ~~2022-2023-2024~~2025-2026-2027 DENTAL AND VISION PLANS – The dental and vision plans are offered through “Washington State Council of County & City Employees”. The plans will be “Dental Plan - X (Ten)” and “Vision Care Plan - 1”. The Employer will pay 100% of the premiums for the Employees and their dependents.
- 17.3 EMPLOYEE ASSISTANCE PROGRAM – The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full-time Employees, and shall continue to pay one hundred (100%) percent of the premium. No information obtained through the EAP may be used against the Employee in any investigative or disciplinary action, nor may it be required to be provided as a condition for continued employment.
- 17.4 LONG-TERM DISABILITY – The Employer shall make available the AWC Plan B long-term disability program underwritten by Standard Insurance Company for all full-time Employees. The Employer shall continue to pay one hundred percent (100%) of the premium.
- 17.5 LIFE INSURANCE – The Employer shall make available the AWC Life Insurance policy in the amount of ten thousand dollars (\$10,000) for all full time Employees. The Employer shall continue to pay one hundred percent (100%) of the premium.
- 17.6 GYM MEMBERSHIPS – In an effort to promote better physical health, to help reduce illness, injury, and insurance costs, the City recognizes the importance of exercise.
- 17.6.1 – The City will reimburse Employees up to a maximum of twenty dollars (\$20) per month for a gym membership. The Employee must notify the City, in writing, within fourteen (14) days of any cancellation or change in membership pricing.
- 17.6.2 – The City may attempt to contract a group rate at a local gym. The location of said gym will be mutually agreed upon by the City and the Guild. Should the City and Guild mutually agree upon a contracted group rate and gym, the Employees may be required to obtain a gym membership at said gym to be eligible for gym membership reimbursement.
- 17.6.3 – The City may also attempt to provide an adequate gym and/or workout facilities in lieu of sub-sections 17.6.1 and 17.6.2. The City and Guild will meet to negotiate location and minimum requirements pertaining to facilities and equipment.

~~17.7 DISABILITY TEMPORARY OR PERMANENT – Whenever any member of the Guild is disabled, whether temporarily or permanently, by injury or illness arising out~~

~~of and in the course of his or her duties, he or she shall become entitled to, regardless of his or her period of service with the City, a leave of absence while so disabled for the period of disability, not to exceed six months or until a disability retirement under LEOFF is granted, whichever is shorter. During the disability period, the member will continue to receive all contracted wages and benefits.~~

~~17.8~~17.7 Voluntary Employees' Beneficiary Association Plan (VEBA) – [Placeholder Language] City and Guild will work together to establish a VEBA, but it is understood that the City will not participate in funding.

## **ARTICLE 18: HOURS OF WORK AND OVERTIME**

18.1 WORK WEEK – The work week shall consist of forty (40) hours with four consecutive ten (10) hour shifts followed by three (3) consecutive days off. Shift schedule rotations should occur on the first day of April and October each year. These dates may be modified or extended by mutual agreement between the Guild and the Employer. Bidding rules are to be determined by the Guild. The bid process shall begin no later than February 15th for the April rotation and August 15th for the October rotation.

Any work performed in excess of ten (10) hours per day or forty (40) hours per week shall be compensated for at the rate of one and one-half (1½) times the Employee's regular rate of pay. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculations, constitute hours worked.

18.1.1 In the event that twelve (12) hour shifts are implemented, any work performed in excess of twelve (12) hours a day or forty (40) hours per week will be negotiated between the Employer and the Guild.

18.1.2 Overtime shall be offered to regular Employees first and will only be offered to Reserve Officers as defined by Chapter 10.93.020 (5) RCW if the overtime shift is not filled by a regular, full-time Employee. A regular, full-time Employee has the ability to bump a Reserve Officer that has signed up for an overtime shift up to seventy-two (72) hours before the scheduled overtime shift. Reserve Officers may not bump a full-time Employee. If a full-time Employee cannot work an overtime shift for which they have signed up, if time allows, it must be re-offered to full-time Employees again before such shift is offered to Reserve.

18.1.3 An Officer may bump another Officer for overtime under the following rules:

- a. The bumping Officer provides at least seventy-two (72) hours' notice, in writing via email, to the original Officer, unless mutually agreed upon by both Officers, and;
- b. The bumping Officer has less overtime worked year-to-date than the Officer that is being bumped. "Less overtime worked year-to-date" is determined by an updated log as noted in 19.1.4, and does not include overtime signed up for, or overtime worked after the most recent overtime log has been posted.



18.1.4 The Employer will maintain and release an updated log at least once per month showing the amount of year-to-date overtime worked by each Employee. This log will be updated and published by the fifth (5th) and twentieth (20th) of each month. The log will reset at zero (0) hours for each Employee every January 1st.

18.1.5 Full-time Employees, while driving to and/or from a work shift, function or other assignment, shall be deemed as on-duty for L&I purposes, regardless if the drive time is before or after the actual shift, function or other assignment's designated hours.

18.1.6 In the event that an Employee's scheduled shift is changed with less than forty-eight (48) hours' notice, the Employee shall work the new shift and all hours worked outside of the hours the Employee was originally scheduled to work shall be paid at the Employee's overtime rate of pay or in compensatory time off, at his/her discretion.

18.2 OFF-DUTY CALLBACK - Personnel called back to duty after the completion of a shift shall receive three (3) hours minimum pay at the Employee's overtime rate of pay. An extension to either the beginning or end of a normal shift does not constitute a callback and does not qualify for the minimum of three (3) hours of callback pay. If an Employee is called out during a scheduled vacation, their compensation shall be a minimum of four (4) hours at one and one-half (1½) times their regular ~~hourly~~ rate of pay.

18.2.1 Department-wide Meetings. Department-wide meetings are not subject to callback minimums as set forth in Section 18.2 above, and Employees required to attend department-wide meetings will be paid at their appropriate rate of pay for the actual time spent in a Department-wide meeting. Training for all Employees of the Department may be conducted during department-wide meetings. Employees attending department-wide meetings during their normal scheduled time off shall be compensated at one and one-half (1½) times that Employee's regular ~~hourly~~ rate of pay. Employees shall be compensated at not less than two (2) hours minimum overtime pay. The two (2) hours minimum overtime pay is not subject to those Employees who have come in prior to the start of their shift, or are extending their shift for the training.

18.2.2 Off-duty callback time is determined as times when an immediate and/or emergent need for staffing occurs through no foreseeable action of the City (i.e. high priority call, on-duty Officers need additional units, the City is suddenly left uncovered due to a high priority call tying up all other available resources for an extended period of time, etc.). Supervisors called out due to required Supervisor notifications are also classified as off-duty callback and not as mandatory overtime.

18.3 MANDATORY OVERTIME – Employees mandated to work overtime on non-holidays, shall be compensated at two (2) times their regular ~~hourly~~ rate of pay. An Employee mandated to work overtime on a holiday during one of the holidays as listed in Section 14 shall receive two and one quarter (2.25) times the Employee's regular ~~hourly~~ rate of pay. Employees mandated to work overtime shall receive three (3) hours minimum pay at the Employee's mandatory overtime rate of pay.

Mandatory overtime is defined as, but not limited to, shift coverage for minimal staffing

when not covered by voluntary overtime, and City functions requiring additional Police staffing (i.e. Daffodil parade, Red Hat Days, King's Men, etc.). Required court appearances, whether via phone or in person, are not considered as mandatory overtime. Court appearances will fall under the off-duty callback rules, unless the Employee was provided less than twenty-four (24) hours' notice of such hearing, in which case it would be deemed as mandatory overtime.

Department-wide and/or individual training (including travel days), or shift extensions of normally scheduled shifts due to call load/paperwork, shall not constitute mandatory overtime. Shifts that are adjusted as mutually agreed upon by the Employee and the Employer do not constitute mandatory overtime. Shifts that are traded and mutually agreed upon between two Employees does not constitute mandatory overtime.

18.4 COMPENSATORY TIME - Compensatory time up to eighty (80) hours at the applicable rate, may be accrued at the Employee's discretion to be taken at a mutually agreeable time.

18.4.1 Compensatory time accumulated ~~beyond in excess of~~ eighty (80) hours shall be ~~given paid out~~ to the Employee ~~either in compensatory time off or pay~~ at the ~~applicable employees current regular~~ rate ~~at of pay in~~ the ~~Employer's discretion pay period~~ ~~it was accumulated~~.

18.4.2 An Employee may accrue more than eighty (80) hours of compensatory time in preparation of an extended period of leave, if mutually agreed upon by the Employee and the Employer.

18.5 Except in emergencies, the Employer shall post the new shift schedules seventy-two (72) hours in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.

~~18.6 SRO COMPENSATORY TIME - The person assigned and acting as the SRO per Article 20 shall be allowed to accumulate Compensatory Time, without limit, into an SRO Comp Time bank for overtime hours as part of their SRO duties. Any SRO Compensatory Time over forty (40) hours earned but not taken by August 31st will be paid out during the first payroll in September. Regular overtime hours not associated with SRO duties shall be saved as regular Compensatory Time in accordance with the CBA and subject to the limitations of the CBA.~~

## ARTICLE 19: OUT OF CLASS PAY

19.1 ACTING PAY - Employees who are formally assigned the work of a higher paid classification shall be paid a five percent (5%) premium while so acting. However, such person shall not be paid in the higher wage classification until the Employee has worked one (1) shift at the higher classification. If any such Employee works the above amount or more at the higher classification, he/she shall be paid the proper pay scale beginning with the first day so assigned.

## ARTICLE 20: PREMIUM PAY

20.1 EDUCATIONAL PREMIUM -- Employees having a degree in a job-related field shall be paid a monthly premium based on their base monthly wage. An Employee can only receive one educational premium based on their terminal degree. The premium is based on the following table:

Associate's Degree	2.5%
Bachelor's Degree	5.0%
Master's Degree	7.5%

20.2 ~~SCHOOL RESOURCE OFFICER (SRO) STIPEND~~ ASSIGNMENT PAY – Employees assigned ~~and acting as a School Resource Officer~~ by the Chief of Police to the following assignment(s) shall receive ~~a stipend~~ an incentive of three percent (3%) of their ~~regular rate of pay~~ base rate of pay. Employees may only be acting in one (1) assignment at a time. The following assignments are currently considered eligible for this premium:

- School Resource Officer (SRO)
- Tactical Response Team (TRT)

20.2.1 SPECIAL ASSIGNMENT PAY – Employees ~~who are~~ shall be paid a premium of 3.0% above their base rate of pay for hours assigned and acting in ~~their~~ special assignment (as determined by the Police Chief) ~~shall be paid a premium of 3.0% above their regular rate of pay.~~ Employees may only be acting in one special assignment at a time. The Police Chief may add additional Special Assignments based on the needs of the department. The following assignments are currently considered as eligible for a premium:

- Drug Recognition Expert (DRE)  
~~Language Certification\*~~
- ~~FAA licensed sUAS Pilot~~
- ~~Weapons Instructor~~ to include Less Lethal Instructor  
~~Tactical Response Team~~
- ~~Defensive Tactics Instructor~~
- ~~EVOC Instructor~~
- ~~Hostage/crisis negotiator~~

20.3 \*LANGUAGE PAY - Employees that have documented fluency in Russian, Ukrainian, Spanish, Cantonese, Mandarin ~~or~~ Vietnamese and/or American Sign Language (ASL) shall be paid a premium of ~~3~~ 1.0% above their ~~regular~~ base rate of pay and may be asked to assist in instances their communication skills would be helpful. An Employee shall be paid a maximum premium of 2.0% above their base rate of pay when they have documented fluency in two or more foreign languages as noted above in this section. NOTE: The City and Guild will work to together to find a third party to verify a conversational level of fluency before this premium is eligible. Verification of conversational fluency may be required not more than every two years to continue earning the Language Certification premium.

20.4 FIELD TRAINING OFFICER STIPEND - Employees assigned and acting as a Field Training Officer (FTO) by the Chief of Police for a regular shift shall receive ~~an additional hour incentive pay equivalent to one and one-half (1½) hours of compensation at the Employee's regular Overtime rate.~~ employee's regular rate of pay for each shift assigned as FTO.

20.5 LONGEVITY - Longevity pay shall be added to the Employee's base pay according the following schedule:

<b>Length of Service</b>	<b>Rate of Longevity Pay</b>
Laterals	One (1) year of full time Police Officer service shall compute to one (1) year toward City longevity pay up to a maximum of five (5) years.
<del>8</del> 5 years of service	2.0%
<del>13</del> 10 years of service	3.0%
<del>18</del> 15 years of service	4.0%
<del>23</del> 20 years of service	5.0%

**ARTICLE 21: RECORDS RETENTION**

21.1 The Employer may take disciplinary action of any Employee for just cause, but no Employee shall be discharged or suspended unless a written warning notice shall previously have been given to such Employee of a complaint against the Employee concerning work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is for serious misconduct.

21.2 The complaint specified in such prior written warning notice shall be for the same type of misconduct as the cause for disciplinary action.

21.3 Any document which may relate to disciplinary action shall be signed by the affected Employee prior to placement of such document in the Employee's personnel file. Items not bearing such signature shall have no evidentiary value in a disciplinary hearing. If the Employee refuses to sign, his/her Guild representative shall sign on the Employee's behalf as a witness.

21.4 The provisions of this Article (with the exception of sections 21.3 and 21.5) shall not apply to new hire, probationary Employees, but shall apply to promotional probationary employees.

21.5 The City shall notify, in writing, any Employee of any third-party dissemination of personnel records (including but not limited to employment documents, investigative files, disciplinary actions, etc.). This notification shall take place prior to the City disclosing any of the requested information (this provision may slow down your ability to obtain a loan if the Employer is requested to complete a questionnaire related to your employment). The

intent of this section is not to prevent the disclosure of any information, but only to provide timely notification to the affected Employee so they may seek to obtain a court ordered injunction if they deem it necessary. This does not pertain to records requests for background checks pursuant to the affected Employee having sought other employment.

21.6 The intent of this Article is to follow the current records retention laws as established in the Revised Code of Washington.

21.7 Pursuant to SB 5051 and RCW 40.14.070.4 – all disciplinary records, to include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching documents, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 (peace and Corrections Officer Certification) and RCW 43.101.135 (Notice to Criminal Justice Training Commission of peace or corrections officer termination), shall be maintained for the duration of the officer's employment and a minimum of 10 years thereafter.

## **ARTICLE 22: PROBATION / SENIORITY / PROMOTIONS / LAYOFF**

22.1 PROBATION - For newly hired entry-level Employees with no prior Reserve Officer experience, probationary employment will be in effect while waiting for attendance to, and during attendance at, the Basic Law Enforcement Academy (BLEA) and may continue for up to twelve months post successful completion of field training. An individual hired as a lateral officer is subject to twelve months of probationary status employment post the completion of field training. Any individual who is hired as a Full Time Police Officer and is, at the time of being hired 1) an Orting Police Reserve Officer in good standing, and 2) has successfully completed their Reserve Officer Field Training with the Orting Police Department, will be deemed to have successfully completed their probationary period WITH THE EXCEPTION of the period of time from their date of hire as full time until they have successfully completed the Basic Law Enforcement Academy. An individual in probationary status is subject to discipline/termination without the benefit of union security. The probationary status of an individual may be reduced/terminated by the Chief of Police at his/her discretion.

22.2 SENIORITY - Seniority shall consist of length of continuous service with the Employer and shall begin accruing on the Employee's most recent date of full-time hire or promotion.

Seniority shall not be lost because of absence due to reinstatement, illness, injury or authorized leave of absence. Seniority shall also not be lost due to a temporary lay-off of not more than sixty (60) days. A seniority list shall be posted in a conspicuous place by the Guild on or about January 1st of each year.

22.3 PROMOTIONS - Promotion to a higher job classification shall be determined by the rules of the City of Orting Civil Service Commission.

There shall be a minimum of two full-time Supervisory positions filled at all times. The Chief is not to be considered as one of the required Supervisory positions. Should one or both Supervisory positions become vacant, then they will be filled with temporary/acting

Supervisors until such time as they can be filled. The Employer will make a good faith effort to ensure any vacant positions are filled as soon as reasonably possible. Temporary/acting Supervisors are not to be used to intentionally avoid promoting full-time supervisors. It will not be considered a violation of this section for the City to use Temporary/acting Supervisors when the promotion process has been delayed due to circumstances beyond the City's control. Examples of these delays include, but are not limited to, those seen during natural or manmade disasters, delays caused by the Civil Service Commission's administration of its own process, delays caused by the Civil Service Commission's failure to produce a certified list when requested, delays caused by a list being canceled or stricken at the request of the City based upon a bona fide fatal flaw in the administration or results of the testing process, delays while the appointing authority is waiting for the Civil Service Commission to certify lists, for the Civil Service Commission to re-administer a promotional test, or when a test or resulting list is challenged or under appeal. At no time shall the City have a vacant full-time Supervisor position without having named a Temporary/acting Supervisor to cover for that vacancy. Temporary/acting Supervisors are subject to out of class pay premiums.

When a vacancy or new position is created, a notice of such vacancy or new position shall be posted on a bulletin board for a period of five (5) working days.

- 22.4 LAYOFFS / RECALL FROM LAYOFFS - In the event of a reduction in the workforce, Reserve Officers will be laid off prior to any layoff of a regular, full-time Employee. If further reduction in the workforce is required, the Employer shall lay off the Employee with the least seniority within the classification from which the layoff occurs. Employees who have promoted from a previous position may bump back to the classification from which they were promoted.

Employees shall be recalled from layoff in reverse order of their layoff, provided the Employee is qualified to perform the duties previously assigned. An Employee who is not recalled within twenty (24) months of the layoff shall lose all recall rights.

## **ARTICLE 23: LABOR-MANAGEMENT COMMITTEE**

- 23.1 LABOR MANAGEMENT – The Employer and the Guild agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Guild and the Employer require consideration. To accomplish this objective, the Employer and the Guild agree that no more than two (2) duly authorized Employee representatives of the Guild shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than two (2) representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

Should the Guild and Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to this Agreement.

## **ARTICLE 24: STRIKES OR LOCKOUTS**

24.1 During the term of this Agreement, neither the Guild nor any Employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the Employer. The Guild and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any Employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its Employees. Both the Employee and Employer shall comply with State Law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490.

#### **ARTICLE 25: SAVINGS CLAUSE**

25.1 SAVINGS CLAUSE - If any Article or Section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or the court of competent jurisdiction, or shall be negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a court of competent jurisdiction, or a court agreed to by the parties.

**ARTICLE 26: EFFECTIVE DATE AND DURATION OF AGREEMENT**

26.1 This Agreement, effective January 1, ~~2022~~2025, shall remain in full force and effect until December 31, ~~2024~~2027.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**CITY OF ORTING**

**ORTING POLICE GUILD**

\_\_\_\_\_  
Joshua Penner, Mayor

\_\_\_\_\_  
Zachary Kenyon, Guild President

\_\_\_\_\_  
Devon Gabreluk, Chief of Police  
Member/Witness

\_\_\_\_\_  
Garett Bond, Guild Treasurer

\_\_\_\_\_  
Kendra Rosenberg, City Attorney

\_\_\_\_\_  
FOP A.W. Buster McGehee



**APPENDIX A**  
**TO THE AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF ORTING**  
**AND**  
**ORTING POLICE GUILD**  
**(REPRESENTING THE POLICE OFFICERS)**

JANUARY 1, ~~2022~~2025 THROUGH DECEMBER 31, ~~2024~~2027

THIS APPENDIX is supplemental to that Agreement by and between the CITY OF ORTING, WASHINGTON ("Employer") and the ORTING POLICE GUILD ("Guild").

A.1 Effective January 1, ~~2022~~2025, ~~Lieutenants~~Detectives shall be compensated at the rate of 5% above that of the correlating patrol officer (P24) step based on length of service to the City.

A.1A.2 Effective January 1, 2025, Sergeant shall be compensated at the rate of fifteen percent (15%) above that of the Patrol Officer (P24) top step, (H).

A.2A.3 Effective January 1, 2025, wages for employees covered under this agreement shall be paid according to the following table, which represents ~~a 3.5%~~an eight percent (8%) wage increase ~~from 2023's~~over 2024 wages:

<b>Classification</b> <u>2025 Wages</u>	<b>Step C</b> <u>0-12 mo.</u>	<b>Step D</b> <u>13-24</u>	<b>Step E</b> <u>25-36 mo.</u>	<b>Step F</b> <u>37- 48 mo.</u>	<b>Step G</b> <u>49-60 mo.</u>	<b>Step H</b> <u>61+ mo.</u>
<u>Patrol Officer P24</u>	<u>43.57</u>	<u>44.88</u>	<u>46.23</u>	<u>47.62</u>	<u>49.05</u>	<u>50.51</u>
<u>Police Detective P26</u>	<u>N/A</u>	<u>N/A</u>	<u>48.55</u>	<u>50.00</u>	<u>51.51</u>	<u>53.04</u>
<u>Police Sergeant. P28</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>58.09</u>

A.4 Effective January 1, 2026, base wages for employees covered under this agreement shall increase by four percent (4%) over 2025 wages.

A.5 Effective January 1, 2027, base wages for employees covered under this agreement shall increase by four percent (4%) over 2026 wages.