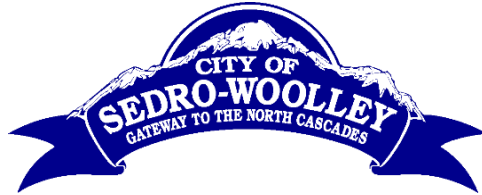


AGREEMENT

between

CITY OF SEDRO-WOOLLEY



and

LOCAL 176-SW, WASHINGTON STATE
COUNCIL OF COUNTY AND CITY
EMPLOYEES, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO



January 1, 2024 through December 31, 2026

AGREEMENT
by and between
CITY OF SEDRO-WOOLLEY, WASHINGTON
and
LOCAL 176-SW, WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(Representing the Non-Uniformed Employees)
January 1, 2024 through December 31, 2026

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January 1, 2024 through December 31, 2026

THIS AGREEMENT is between the City of Sedro-Woolley, Washington (City) and the Local 176-SW of the Washington State Council of County and City Employees, the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the (Union), do hereby reach agreement for the purpose of enhancing the Employer-Employee relationship and to promote the general efficiency, morale and security of the employees.

ARTICLE 1 - RECOGNITION

1.1 Recognition - The City recognizes the Union as the sole and exclusive collective bargaining representative for the job classifications listed in Appendix A. Seasonal employees may become members of the bargaining unit after successful completion of their first seasonal period, and upon the first day of work of the second consecutive season.

ARTICLE 2 - UNION MANAGEMENT RELATIONS

2.1 All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the designated representatives of the Union and the Employer.

2.3 The Parties recognize the City has adopted certain provision in Sedro-Woolley Municipal Code Title 2, "Administration and Personnel" (<https://www.codepublishing.com/WA/SedroWoolley/#!/SedroWoolley02/SedroWoolley02.html>), along with an Employee Policy Manual (EPM) adopted in January 2024 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy, this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.

In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days' notice to the Union and upon request satisfy the Employer's duty

as required by RCW 41.56 prior to such modification or adoption being applied to bargaining unit employees.

ARTICLE 3 - UNION MEMBERSHIP

3.1 Union Membership. All employees that are members of a collective bargaining unit covered by this Agreement may choose whether or not to become a member of the Union. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth below.

3.2 Deduction of Union Dues. Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and transfer that amount to the Union Treasurer. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

3.3 Revocation of Dues Deduction. An employee may revoke authorization for payroll deductions of payments to the Union by written notice to the Employer and the Union. If the Employer determines the employee has revoked his or her authorization, the deduction will end as soon as administratively feasible.

3.4 New Employee Orientation. The Employer shall notify the Staff Representative and Local President of any scheduled New Hire Orientation. One union official shall, on paid time, be given the opportunity to present for no more than thirty (30) minutes, a basic overview of the employee's rights and responsibilities and collect any Union dues deduction cards and/or insurance cards. The Employer, at least two (2) working days prior to the orientation, shall make available a list of participants in electronic format with corresponding job titles and Departments they work in to the Union including the Staff Representative. In event of a holiday that occurs on a Monday, the information shall be made available the morning one (1) work day before the orientation.

3.5 Indemnification. The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

3.6 Bargaining Unit Information. Once per quarter, unless requested sooner by the Association, the Employer will provide the Association with the following information, assuming such information is included in the Employer's personnel records: (1) employee names; (2) employee date of hire; (3) employee job titles; (4) employee salaries or rates of pay; (5) employee work sites or locations; (6) cellular, home, and work telephone numbers; (7) work and personal email addresses; (8) home or personal mailing addresses. The information will be provided in an editable format. Should the Employer miss a quarterly notification, the

Association will provide a reminder and opportunity to correct to the Employer before seeking a remedy under applicable law.

ARTICLE 4 - HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

4.1 Hours of Work - The work week shall be forty (40) hours of work for all employees, exclusive of meal period. The work week shall be five (5) consecutive eight (8) hour days or four (4) ten (10) hour days, Sunday through Saturday, recognizing that a typical work week is Monday through Friday, except for specified employees working the Wastewater Treatment Department, Public Works Operation Division or as otherwise agreed by the City and Union. Employees shall be given notice of ten (10) working days prior to any schedule change. Employees in the Public Works Operation Division shall work no split shifts, shall have consecutive days off and shall be able to bid shifts.

4.1.1 Full-Time Alternative Work Schedules — Alternative work schedules for full-time employees are subject to a supervisor's approval. Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.

When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight (8) hours of holiday pay. If the regularly scheduled work day is greater than eight (8) hours, the employee may be required to use either vacation or compensatory time earned to make up for the additional time the employee was scheduled to work in excess of the eight (8) hours of holiday pay. In lieu of using other accrued leave, the employee may have the option of working additional hours during the same pay period as the scheduled holiday. When a paid holiday falls on an employee's regularly scheduled day off, the employee will be credited with eight (8) hours of holiday paid leave which may be used at a later date.

4.2 Wastewater Treatment Department employees shall receive fourteen (14) hours time off for each weekend worked. Weekend hours shall be Saturday, 8 A.M. to 12 Noon; Sunday, 8 A.M. to 12 Noon. Weekend time off shall be taken as follows: Eight (8) hours taken the Friday

following the weekend work and six (6) hours placed in a Weekend Compensatory Time (WCT) Bank to be used upon the employee's request and with the approval of the employer, *provided*, that WCT must be used within the calendar year in which it is earned except for WCT earned in the month of December which may be carried to the following year. Weekend Compensatory Time will not be cashed out.

4.3 Overtime - Each Employee shall be paid at one-and-one-half (1 1/2) times the employee's regular straight time hourly rate of pay. The regular straight time hourly rate of pay shall be determined by dividing the employee's regular monthly salary by one hundred seventy three and one-third (173.33) hours. Overtime shall be paid for the following:

4.3.1 All work performed in excess of forty (40) hours in any work week. For purposes of overtime, the normal work week is Sunday at midnight to 11:59 p.m. the following Sunday.

4.3.2 An Employee may, with Employer's approval, "flex" time to remain at (40) hours in any work week. Any schedule flexing must occur within the same pay period.

4.3.3 All work performed on Saturday, except specified shift work in the Wastewater Treatment Department and the Public Works Operation Division.

4.4 Sunday Overtime: Each employee shall receive two (2) times their regular straight time hourly rate of pay for all work performed on Sunday, except specified shift work in the Wastewater Treatment Department and the Public Works Operation Division.

4.5 Compensatory Time - In lieu of paid overtime, compensatory time off may be utilized upon the request of the employee subject to scheduling by the Mayor or designee. Compensatory time may be accrued to a maximum of sixty (60) hours. Compensatory time usage and accrual shall be limited to one hundred twenty (120) hours per year, except for employees working specified shift work in the Wastewater Treatment Department. Each December 31st, all compensatory time on the books shall be automatically cashed out and paid to the employee. Compensatory time shall be converted at the appropriate rate prior to placement in the compensatory time bank. (Example: one (1) hour overtime at time and one half (1-1/2) equals one and one half (1-1/2) hours added to the Compensatory bank).

4.6 Call Back - Employees called back to work outside of their regular scheduled shift shall be paid not less than two (2) hours, except for phone calls, emails and text messages shall be compensated at a minimum increment of 15 minutes.

4.7 Employees working in the Cemetery who receive less than forty-eight (48) hours' notice of Saturday or Sunday work shall receive double time for all hours worked on that day.

4.8 On-Call Assignments:

Wastewater Division: A qualified employee assigned to operate the Wastewater Treatment Plant shall receive an additional three hundred fifty dollars (\$350.00) as stand-by compensation for being on call for seven (7) consecutive days.

Public Works Operations Division: A qualified employee assigned to respond to afterhours emergency call outs shall receive an additional three hundred fifty dollars (\$350.00) as stand-by compensation for being on call for seven (7) consecutive days.

The Supervisor of each division shall prepare and post for employees an on-call schedule specifying the date, hours of on-call status, and employee name on a quarterly basis. The on-call schedule for subsequent quarters shall be posted not less than one (1) calendar month prior to the effective date of the new schedule.

Division employees may trade assignments of on call shifts with other employees in their division with approval of the supervisor or designee. Such trades shall not be less than a complete 7-day shift.

In the event of a personal emergency that precludes the on-call employee's ability to report to work for on-call duties or to respond to emergency after hours calls for service, the employee must notify the supervisor to ensure the City's ability to respond to emergencies.

4.9 Probation Period - A new employee shall be subject to a twelve (12) month probation period, commencing with the employee's most recent date of hire. A performance conversation will be had at six (6) months so that feedback can be provided. During this period, the employee is working on a trial basis, subject to dismissal at any time at the sole discretion of the Mayor or designee. The City shall not discharge or otherwise discipline an employee for protected Union activity as provided by law. The employee discharged during his or her probation period has no recourse through a grievance procedure.

4.9.1 Promotional and other Probation: Employees promoted to a higher classification or in the event of layoff reassigned to another classification for which they meet the minimum qualifications and for which the employee has not previously served a probationary period shall serve six (6) months' probation in the new classification. If the promoted employee is not able to successfully complete the promotional probation period, the employee shall be returned to their former position and step and no break in continuous service shall be recorded.

4.10 Seniority: - The City recognizes the principle of seniority. Seniority shall be defined as that period from the employee's most recent date of hire within the bargaining unit.

4.10.1 An Employee's seniority is broken so that no prior period of employment is counted and the employee's seniority shall cease upon:

- Discharge for just cause;

- Voluntary quit;

- Failure of the employee to return to work after expiration of a temporary disability leave;

- Leaving the bargaining unit to accept a position with the City outside of the bargaining unit;

- Failure of the employee to notify the City of his/her willingness to return to work upon recall from an indefinite layoff within five (5) working days after receipt of written notice from the City at his/her last known address appearing on the City's records; or

- Layoff (a reduction-in-force) exceeding twelve (12) months.

4.10.2 In layoff, recall, and filling permanent job vacancies the City shall consider seniority as a tiebreaker such that when two equally qualified employees apply for a permanent job vacancy, the most senior candidate will be selected. In applying this provision, it is the intent of the City to provide the most qualified employees with promotional opportunities and the City with efficient operations.

4.10.3 Layoff shall be by seniority within classification by department. The least senior employee in the affected classification shall be laid off first. The employee to be laid off will be eligible to exercise his/her right to bump the least senior employee by bargaining unit seniority in a previously held classification in any department for which they meet the

minimum qualifications. If no such classification exists, the laid off employee shall bump the least senior employee, by bargaining unit seniority in the next lower classification in pay for which the laid off employee meets the minimum qualifications.

4.10.4 In case of a layoff, no regular employee shall be laid off if a temporary, probationary and/or seasonal employee or Offender Work Program community service worker is still working within the affected department.

4.10.5 A temporary employee is defined as an employee appointed to fill in for a regular employee who is on leave or hired for a special project that is limited in duration. Temporary appointments shall normally not exceed six (6) months. Temporary employees shall not accrue seniority, shall receive no fringe benefits (unless otherwise required by law), and shall be paid within the salary range of the job classification.

4.10.6 The seasonal period shall be nine (9) months. March 1st to November 30th, unless otherwise agreed upon by the City and the Union. Employees appointed to seasonal positions shall serve for no more than eight hundred sixty-five (865) hours and shall work only during the defined seasonal period. Exceptions may be agreed to on a case-by-case basis.

4.11 In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the City and the Union informed of the address and telephone number where he or she may be contacted.

4.11.1 When the City is unable to contact an employee who is on layoff for recall, the City shall notify the Union in writing. If neither the Union nor the City are able to contact the employee within five (5) working days from the time the Union is notified, the City's obligation to recall the employee shall cease. A recalled employee shall have five (5) working days to accept or reject an offer of reemployment. The City shall have no obligation to recall an employee after he has been on continuous layoff for a period of twelve (12) months. Should an employee not return to work within ten (10) working days after accepting a recall the City shall have no further obligation to the employee to recall.

4.12 The provisions of sections 4.9 through 4.11.1 shall not apply to employees that are hired under federally funded programs or programs where the federal government provides the majority of funding. These employees will be treated in accordance with federal rules and regulations applicable to that particular federal program.

4.13 The cost of C.D.L. endorsements necessary for the performance of job assignments shall be borne by the Employer. This shall include any statutory physical examinations.

4.14 Work in higher classification - In the event an employee performs all job related functions of a higher classification except Foreman/supervisor for which he/she is fully qualified to perform due to the absence of the higher classification employee, and not for the purposes of training, he/she shall be paid at the lowest step of the higher classification's pay range or one hundred dollars (\$100.00) per month, prorated on an hourly basis, over his/her present rate of pay, whichever is greater; provided the employee has worked a minimum of six (6) hours performing such work during a workday. Provided further, the authorization for

additional compensation for the higher classification work shall be approved in advance by the Mayor or designee.

4.14.1 The Mayor or designee in cooperation with the Foreman/supervisor shall designate a person who has experience and knowledge to act as lead person in the Foreman/supervisor's absence. In the event this person performs the duties-of the Foreman/supervisor for periods of three (3) consecutive work days or more, the employee shall be paid at the lowest step of the Foreman/supervisor's pay range which amounts to an increase above the employees present rate of pay or one hundred dollars (\$100.00) per month, prorated on an hourly basis, whichever is greater.

4.14.2 Current employees in positions requiring a license or certification necessary to perform the job duties shall make a good faith effort to obtain appropriate licenses and/or certifications within twelve (12) months from the date of hire. The costs of obtaining and maintaining required licenses and/or certifications shall be borne by the Employer. Once obtained, such licenses and certifications shall be maintained as a condition of employment in said positions.

Accommodations for documented physical/mental/learning disabilities shall be in accordance with the Americans with Disabilities Act.

4.15 Contracting for services – Should the City determine that it is in its best interest to contract outside the City for services currently provided by bargaining unit members, the City will make good faith efforts to relocate those employees within the bargaining unit. In the event that the City is unable to do so, it will provide severance pay to each of the laid off/terminated employees as follows:

- a. 0-4 years of service will result in 4 weeks of severance pay.**
- b. 05-09 years of service will result in 5 weeks of severance pay.**
- c. 10 + years of service will result in 6 weeks of severance pay.**

4.16 Lateral Transfers – An employee that transfers to a classification that is in the same or lower pay range will remain at their current salary until their current salary falls within the established pay range of the new classification.

4.17 Vehicle take home policy – Public Works Division Supervisors may take their assigned city vehicle home, providing that they reside within the boundaries of the City.

ARTICLE 5 – HOLIDAYS

New Year’s Day	1 st of January
Martin Luther King’s Birthday	3 rd Monday of January
President’s Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July (observed on July 3 in 2026)
Labor Day	1 st Monday of September
Veteran’s Day	11 th of November

Thanksgiving Day	4 th Thursday of November
Day following Thanksgiving	Day after Thanksgiving
Christmas Day	25 th of December
Additional Christmas Holiday	24 th of December

Floating Holidays (2) to be taken at employee's discretion with approval of the Mayor or designee. Beginning January 1, 2024, an additional floating holiday shall be added for a total of two floating holidays per year.

5.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.

5.3 If the date of any of the afore-referenced holidays should be changed, the new date shall be deemed a holiday. For regular work week employees, any other holiday falling on a Sunday shall be observed the next scheduled workday. For regular work week employees, any other holiday falling on a Saturday shall be observed on the preceding scheduled workday. Unless covered by Article 4.1.1, if a holiday falls on an employee's regular day off, the holiday shall be observed on either their preceding scheduled workday or their next scheduled work day, as agreed by the employee and supervisor.

5.4 Employees required to work on a holiday shall be paid at two (2) times their regular straight time hourly rate of pay for all hours worked in addition to holiday pay as defined in Article 5.1.

5.5 Should an employee terminate prior to completing the current year of service, any unused floating holiday shall be paid on a pro-rated basis (Example: seven (7) months service = seven twelfths (7/12) of the floating holiday).

ARTICLE 6 – VACATIONS

6.1 Employees in the bargaining unit shall accrue vacation in accordance with the following schedule. Vacation leave may be taken as accrued, but may not result in a negative leave balance.

BEGINNING YEAR			HOURS PER PAY PERIOD
0	through	2	4.00 hours
3	through	4	4.33 hours
5	through	9	5.00 hours
10	through	14	6.67 hours
15	through	19	7.67 hours
20	through	24	8.67 hours
25	through	29	9.00 hours
30	+		9.33 hours

6.1.1 An employee must use vacation leave in one-half (1/2) hour increments. Vacations shall be scheduled so that it does not disrupt the normal operations of the Employer. Departmental seniority shall prevail if conflicts arise in vacation scheduling.

6.1.2 Earned vacation shall be allowed to accrue no more than two hundred eighty (280) hours and in no case will an employee be allowed to cash out vacation over two hundred eighty (280) hours. If an employee is unable to schedule or use vacation due to staffing, court hearings or other work-related issues, the Director may extend the maximum accrual of vacation for the employee for a period of up to 3 months. Employee must be below their maximum accrual at the end of the three-month period

6.1.3 Should the employee's vacation accrual exceed the maximum accrual through no demonstrable fault of the employee, the employer will allow the employee to reschedule the vacation.

6.2 The parties agree that taking vacations each year is important and strongly encourage employees to use their vacation leave. Therefore, each year employees shall schedule and take not less than one-half (1/2) of the vacation earned in the previous year.

6.3 Utilization of accrued vacation for an emergency nature shall be approved on a case by case basis.

6.4 Employees may not schedule more than four (4) consecutive weeks of vacation without permission of the Mayor or designee.

ARTICLE 7 - SICK LEAVE

7.1 All employees shall be entitled to sick leave to be used in the extent the employee is sick or injured or has medical or dental appointments. Employees may use accrued sick leave to care for dependents when they have a health condition that requires supervision or treatment, in accordance with the Federal Family and Medical Leave Act, the Washington State Family Care Act, and Washington State Sick Leave.

7.1.1 Full-time employees shall accrue leave at the rate of eight (8) hours per month of consecutive and continuous employment, up to a maximum accrual of one thousand four hundred forty hours (1,440) for use for any recognized sick leave. Mandated state sick leave is part of and not in addition to the eight (8) hour accrual per month.

7.1.2 Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time. However, employees may use vacation or other earned compensatory time to supplement sick leave. The City may require a doctor's certificate if the absence exceeds three (3) days or a shorter period if allowed by law.

7.1.3 **SICK LEAVE DURING VACATION** - When a condition listed under section 7.1 arises while the employee is on vacation leave or compensatory time, the employee shall be granted accrued sick leave as provided above provided the employee notifies the employer immediately, and a physician's certificate shall be furnished upon the Employer's request.

7.1.4 The Employer has adopted the HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("Plan"). Employer agrees to contribute to the Plan on behalf of all employees in the collective bargaining group ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

Upon the retirement of an employee, said employee shall receive twenty-five percent (25%) of the employee's then accrued and unused sick leave as a contribution to the employee's **HRA** VEBA Plan account. If payments to the VEBA could trigger the Affordable Care Act excise tax beginning in 2020, the City may modify this program by directing the payments to employees' deferred compensation accounts, with prior notice to the Union.

7.1.5 Upon the death of an employee, said employee shall receive twenty-five percent (25%) of the then accrued and unused sick leave in cash in addition to the last regular paycheck due.

7.2 An employee who is eligible for State Industrial Insurance because of an on-the-job injury shall receive sick leave for the difference between his/her regular day's pay and the amount paid by State Industrial Insurance after the first three (3) days off the job. The full amount of sick leave shall be paid for the first three (3) days off the job. If an employee is reimbursed by State Industrial Insurance for the first three (3) days off the job, such amount shall be returned to the Employer and the employee shall be credited an amount of sick leave equal to the amount reimbursed to the Employer.

7.3 **FAMILY LEAVE** — Employees shall be granted family leave in accordance with applicable federal and state laws.

7.4 **DISABILITY LEAVE** - Disability leave shall be granted for the period of time that an employee is temporarily disabled up to a maximum of six (6) months. The employee shall be allowed to use accrued sick leave, vacation or leave without pay at their option during the disability leave. Seniority shall not accrue during disability leave. A doctor's certification of disability shall be provided by the employee and a doctor shall certify that the employee is medically released to return to work.

7.5 **LEAVE WITHOUT PAY**- Leave without pay or benefits shall be granted to employees who have exhausted sick leave, annual vacation, compensatory time, and industrial insurance (where applicable), for the following reasons:

- a. Serious illness of the employee;
- b. Serious illness in the immediate family;
- c. Non-work related accident or illness requiring an absence from work;
- d. Occupational injury and/or accident or illness; or
- e. Compliance with the Washington Family Leave Act (RCW 49.12. the Federal Family and Medical Leave Act of 1993 and the Washington State Family Care Act.

7.5.1 Requests for leave without pay or benefits must be in writing and submitted to the Mayor or designee.

7.5.2 Leave shall only be granted for the period authorized and shall not exceed one year unless otherwise specified by the Mayor or designee.

ARTICLE 8 - BEREAVEMENT LEAVE

8.1 In the case of death in an employee's immediate family, the employee shall be granted the necessary paid time off, not to exceed three (3) days, for making arrangements and attending the funeral. In special circumstances and where travel distance requires additional time, the Mayor or designee may grant an additional four (4) days off with pay.

8.1.1 Members of an employee's immediate family are limited to the employee's spouse, domestic partner, sons, daughters, mother, father, brothers, sisters, step-children and step-parents, grandparents, grandchildren, aunts, uncles, cousins, or like relatives of the employee's spouse, and persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another.

8.1.2 The employee shall notify and make arrangements with the Employer for any requested bereavement leave.

ARTICLE 9 – OTHER LEAVES

9.1 JURY DUTY - An employee called for jury duty shall be compensated at his or her regular straight time rate for the actual hours lost from work during their regularly scheduled shift.

ARTICLE 10 - HEALTH & WELFARE

10.1 Effective January 1, 2024, employees will be offered employee and dependent health and welfare coverage through the Association of Washington Cities. Regence BlueShield Health First 250 or Regence BlueShield High Deductible Health Plan with a Health Savings Account; Delta Dental PPO –Plan F; Vision Service Plan.

10.2 For the term of this Agreement, the employee shall contribute to the cost of these insurance premiums through payroll deduction as follows:

Employer will pay 90% and employee will pay 10% of the employee's total premiums.

10.3 For the term of this agreement, the City agrees to pay the premium for a \$30,000 basic life insurance policy. Such policy shall be provided through the Association of Washington Cities Standard Insurance group life insurance plan. Employees may purchase, at their own expense, supplemental life insurance per the policy's guidelines. Supplemental life insurance shall be paid by the employee through a payroll deduction.

ARTICLE 11 - GRIEVANCE

11.1 A grievance is defined as a dispute involving the interpretation and application of the provisions of this agreement.

11.2 Grievances shall be processed and settled in the following manner:

11.2.1 Should the employee fail to resolve the matter informally, the employee shall submit the grievance in writing setting forth the specific section(s) allegedly violated, the facts and circumstances of the alleged violation, and the remedy requested, to the Department Director within fifteen (15) working days of the occurrence or reasonable knowledge of the occurrence.

11.2.2 The Department Director shall then attempt to adjust the matter and shall respond to the Union within ten (10) working days.

11.2.3 If the grievance has not been settled satisfactorily by the Department Director, it shall be presented by the Union to the Mayor or designee, in writing, within ten (10) working days. The Mayor or designee shall respond to the Union in writing within twenty (20) working days.

11.2.4 If the Union and the Mayor or designee fail to reach a satisfactory adjustment, the Union may request that the matter be submitted to an arbitrator as hereinafter provided:

Written notice of a request for arbitration shall be made to the Mayor within twenty (20) working days of receipt of the Mayor's or designee's written response. Arbitration shall be limited to issues involving the interpretation or application of specific terms of this Agreement. If the parties cannot mutually agree to an arbitrator, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbitrators who practice in Washington and Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbitrators is received, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by coin flip.

Arbitration proceedings shall be in accordance with the following:

The arbitrator, once appointed, will inform the parties as to the procedures which will be followed.

The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.

The arbitrator shall be authorized to rule and issue a decision in writing on the issue(s)

presented for arbitration which decision shall be final and binding on both parties.

Each party shall bear the expense of presenting its own case, including attorney's fees. The expenses of the arbitrator shall be borne equally by the City and the Union.

The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

11.3 Time limits in this Article may be extended only by written agreement of the parties.

ARTICLE 12 - UNION BUSINESS

12.1 Union Visitation: The Union Business Representative shall be allowed access to all facilities of the Employer wherein the employees covered under this Agreement may be working for the purpose of conducting necessary Union business, and investigating grievances; provided, such representative does not interfere with the normal work processes.

12.2 The employer agrees that any employee serving as a Union shop steward or on a negotiating committee, shall be allowed to conduct Union business with the Employer during working hours without loss of pay.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 The Union recognizes the prerogative of the City to operate and manage the municipal services in the most efficient, effective manner.

13.2 The Union recognizes the exclusive right of the City to establish reasonable rules and policies for the operation of its business, subject to statutory limitations and/or decisions of tribunals of competent jurisdiction.

13.3 The Union recognizes the exclusive right of the City to establish methods and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of new, improved or automated methods or equipment.

13.4 The Union recognizes the exclusive right of the City to assign employees to specific jobs within the bargaining unit in accordance with their job classification or title.

13.5 The Union recognizes the exclusive right of the City to recruit, hire, promote, transfer, appoint, and assign employees; and to lay off employees for lack of work or funds.

a. When a position becomes vacant or is newly created, the City will post the position internally for a minimum of five (5) business days before advertising externally. Any qualified internal candidates will be afforded an opportunity to interview for the position

13.6 The Union recognizes the exclusive right of the City to determine staffing levels.

13.7 The Union recognizes the exclusive right of the City to determine performance standards.

13.8 The Union recognizes the exclusive right of the City to control the City Budget.

13.9 The Union recognizes the exclusive right of the City to take action in the event of an emergency.

ARTICLE 14 - UNION RELATIONS

14.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. At no time shall employees be required to act as strike breakers or to cross a picket line. However, the City and the Union agree to meet and establish temporary procedures during emergency situations.

ARTICLE 15 - SAFETY EQUIPMENT AND CLOTHING ALLOWANCE

15.1 The City shall furnish safety equipment for Public Works Department Employees, including but not limited to rain gear, gloves, boots, and other equipment as necessary and required by State and Federal regulations. Boots shall be purchased no more than once per year, except under extraordinary circumstances where a second purchase determined to be necessary by the Department Head.

15.2 The employer shall provide Two Hundred Seventy-Five Dollars (\$275.00) per Public Works Department employee and Building Inspector on March 1 of each contract year and Two Hundred dollars (\$200.00) on September 1 of each contract year towards the purchase of work clothing, excluding boots. The cost of required embroidery and/or affixing logos on clothing shall be paid by the City. The first Clothing Allowance shall be paid for new employees with the first pay period following hire.

15.3 The employer shall provide a One Hundred Fifty Dollar (\$150.00) clothing/footwear allowance to each Administrative AFSCME employee on March 1 of each contract year.

ARTICLE 16 - ACCIDENT OR INJURY REPORT

16.1 It is the responsibility of the employee to report all property damage, accidents, or injuries, regardless of severity, to their immediate supervisor, who shall write a report during the shift, and file it with the Mayor or designee immediately.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1. The Employer and the Union recognize that the intent of corrective action is for the purpose of modifying inappropriate behavior. While the Employer will attempt to modify inappropriate behavior through various means using progressive discipline, the Employer reserves the right to issue corrective action and/or discharge employees on the merits of each situation as presented and identified through the course of an investigation. Said actions shall state in writing to the employee and the Union the reason(s) for such action. If the employee and/or the Union believe such action to be unjustified, the matter may be pursued through the grievance provisions of this Agreement. The Employer shall not discharge nor suspend an

employee except for just cause. The Employer agrees with the principles of progressive discipline.

17.2 An employee shall be given the opportunity to respond to and sign all disciplinary items placed in their personnel file. If an employee refuses to sign a disciplinary item, the Employer may submit the document to a Union representative for signature as to form.

ARTICLE 18 — SEASONAL EMPLOYEES

18.1 Seasonal employees are those workers who do not work for the City year round, and work according to provisions of 4.10.6 of this agreement.

18.2 Articles 4, 5, 6, 7, 8, 9, 10, 15, and 17 shall not apply to seasonal employees, *provided*, when the City fills a permanent job vacancy, after the first day of their second season, seasonal employees shall be eligible to apply for the vacancy in accordance with 4.10.2. These seasonal employees may grieve the application of Section 4.10.2 under Article 11.

18.3 Seasonal employees shall be paid according to their experience and Appendix A.8 of this agreement and approved by the Mayor or designee. Seasonal employees shall be paid longevity in accordance with A.4, provided, that seasonal employees' years of service are computed as two seasons equal one year of service.

18.4 Seasonal employees shall be discharged without cause when seasonal work is reduced, and the City feels that the need for that employee is no longer present.

18.5 Seasonal employees shall be "at will" employees during their employment with the City.

ARTICLE 19 - MATTERS COVERED AND COMPLETE AGREEMENT

19.1 The parties agree that this document contains the complete agreement on all bargainable issues.

ARTICLE 20 - SEPARABILITY AND SAVINGS

20.1 Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 21 – WAGES

21.1 The classifications of work and wage scales for employees covered by this Labor agreement shall be as set forth in Appendix A of this Agreement and is incorporated by reference.

ARTICLE 22 - DURATION

22.1 This Agreement is effective January 1, 2024, and shall remain in full force and effect through December 31, 2026, and shall remain in effect during the course of negotiations on a successor Labor Agreement.

Dated this 11th day of January 2024.

SIGNED:

DocuSigned by:
Bobby Castilleja
03837FF3513F4E8...
Bobby Castilleja, President
AFSCME Local 176-SW

DocuSigned by:
Eddie Allan
8F843BC66C084AA...
Eddie Allen, Union Representative
AFSCME Local 176-SW

SIGNED:

DocuSigned by:
Julia Johnson
3C84088CC8484BD...
Julia Johnson, Mayor
City of Sedro-Woolley

DocuSigned by:
Charlie Bush
33DE143BFBC8489...
Charlie Bush, City Administrator
City of Sedro-Woolley

APPENDIX A
to the
AGREEMENT
By and Between
CITY OF SEDRO-WOOLLEY, WASHINGTON
and
LOCAL 176-SW, WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

January 1, 2024 through December 31, 2026

THIS APPENDIX is supplemental to the AGREEMENT by and between the City of Sedro-Woolley, Washington, (Employer) and Local 176-SW, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, (Union).

A.1 WAGE TABLE

See attached Exhibit 1: Master Schedule for AFSCME and Non-Represented Staff.

A.1.1 On January 1, 2024, the City will eliminate Steps 1-3 of the 2023 salary table. The above image represents the updated 2024 table. Any employees in Steps 1-3 of the 2023 salary table as of December 31, 2023 will be placed at the 2023 Step 4, or the new Step 1 above.

A.1.2 On January 1, 2024, the following positions will be adjusted, based on market conditions:

- Accounting Technician from Grade 116 to Grade 117
- Maintenance OPNS Supervisor from Grade 123 to Grade 124
- WW Operator in Training from Grade 114 to Grade 115
- EMS Billing Accounting Technician from Grade 117 to Grade 118

A.1.3 On January 1, 2024, each bargaining unit member will move up one step, with the exception of those employees who are in the 2023 table Steps 1-3, as they will be receiving additional step(s) to get to Step 4, and those at Step 12, who will receive the value of a step increase in a one-time amount.

A.1.4 On January 1, 2024, employees occupying the Operator 1 positions within the Sanitation Department shall be reclassified as Operator 2. Operator 1 as a classification will not be eliminated.

A.1.5 Step increases identified in section A.1 shall become effective on the employee's anniversary date.

A.2 Specialty Pay. A 2% premium will be added to the AFSCME member selected to act as the City's social media representative.

A.3 COLAs. On January 1, 2025, the wage table in A.1 shall be adjusted by 100% of the Seattle-Tacoma-Bellevue CPI-U (October-October), with a minimum of 1% and a maximum of 4%.

On January 1, 2026, the wage table in A.1 shall be adjusted by 100% of the Seattle-Tacoma-Bellevue CPI-U (October-October), with a minimum of 1% and a maximum of 4%.

A.4 If at any point during this contract period, the non-represented employees of the City receive a COLA that is higher than the COLA provided to AFSCME employees, the employees shall receive the difference above the 1% minimum and/or 4% maximum.

A.5 Longevity. In addition to the rates of pay identified in section A.1, each employee who is qualified shall receive longevity pay based on the following years of service:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
Beginning 5 th Anniversary	\$30.00 per mo.
Beginning 6 th Anniversary	\$35.00 per mo.
Beginning 7 th Anniversary	\$40.00 per mo.
Beginning 8 th Anniversary	\$45.00 per mo.
Beginning 9 th Anniversary	\$50.00 per mo.
Beginning 10 th Anniversary	\$55.00 per mo.
Beginning 11 th Anniversary	\$65.00 per mo.
Beginning 12 th Anniversary	\$70.00 per mo.
Beginning 13 th Anniversary	\$75.00 per mo.
Beginning 14 th Anniversary	\$80.00 per mo.
Beginning 15 th Anniversary	\$85.00 per mo.
Beginning 16 th Anniversary	\$95.00 per mo.
Beginning 17 th Anniversary	\$100.00 per mo.
Beginning 18 th Anniversary	\$105.00 per mo.
Beginning 19 th Anniversary	\$110.00 per mo.
Beginning 20 th Anniversary	\$115.00 per mo.
Beginning 21 st Anniversary	\$120.00 per mo.
Beginning 22 nd Anniversary	\$125.00 per mo.
Beginning 23 rd Anniversary	\$130.00 per mo.
Beginning 24 th Anniversary	\$135.00 per mo.
Beginning 25 th Anniversary	\$140.00 per mo.
Beginning 26 th Anniversary	\$145.00 per mo.
Beginning 27 th Anniversary	\$150.00 per mo.
Beginning 28 th Anniversary	\$155.00 per mo.
Beginning 29 th Anniversary	\$160.00 per mo.
Beginning 30 th Anniversary	\$165.00 per mo.
Beginning 31 st Anniversary	\$170.00 per mo.
Beginning 32 nd Anniversary	\$175.00 per mo.
Beginning 33 rd Anniversary	\$180.00 per mo.

Beginning 34 th Anniversary	\$185.00 per mo.
Beginning 35 th Anniversary	\$190.00 per mo.

A.6 All new hires shall begin at Step 1 of the appropriate pay range. Exceptions shall be by explicit agreement between the Employer and the Union. This language shall not apply to promotions and transfers.

A.7 Should an employee be promoted to a higher classification the employee shall be placed into the step of the higher classification that reflects an increase over the previous step.

A.8 Prior continuous service with the city shall be granted to all employees toward their longevity.

A.9 For the term of this agreement, the hourly rate for Seasonal Workers shall be \$16.28 - \$22.00.

A.10 Employees that maintain the following certifications shall receive a Fifty Dollar (\$50.00) per month stipend per certification:

- City Hall – CAPP, NIGP, Certified Municipal Clerk (CMC)
- Public Works – CESCL, Pesticide Applicator’s License, Playground Inspection Certification

APPENDIX B

DRUG AND ALCOHOL POLICY

B.1 Statement of Purpose - The City and the Union agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize drug and alcohol dependency as illnesses and major health problems. Employees needing help in dealing with such problems are encouraged to use the City's health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record, so long as disciplinary matter is not pending.

B.1.1 Definitions

B.1.1.1 Accident: Accident means an incident:

- a) resulting in the death of a human being; or
- b) resulting in bodily injury to a person; or
- c) resulting in one or more vehicles incurring damage (a minimum of \$500 to each vehicle) or causing other property damage as a result of the accident; for the purposes of this sub-section, accident does not include incidents such as:

damage occurring as the result of thrown rocks from the normal use of equipment;
damage to unmarked or improperly marked utilities;
damage to overhead utility lines occurring as a result of regular operations and activities.

(The Union and the City agree to meet as needed to review and discuss this sub-section.)

B.1.1.2 Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.

BA .1.3 Commercial motor vehicle: A motor vehicle or combination of vehicles used in commerce if the motor vehicle:

- 1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- 2) Has a gross vehicle weight rating of 26,001 or more pounds; or
- 3) Is designed to transport 16 or more passengers, including the driver; or
- 4) Is of any size used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded.

B.1.1.4 Driver: Any person who operates a commercial motor vehicle, including but not limited to full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operated contractors who are either employed by or under lease to an employer or who operate a commercial motor vehicle at the direction or with the consent of the Employer.

B.1.1.5 Performing: (a safety-sensitive function). A driver is considered to be performing a safety-sensitive function during periods in which he or she is actually performing, ready to perform, or immediately available to perform any of those on-duty functions (a) through (g) listed in the definition of safety-sensitive function.

B.1.1.6 Safety-sensitive function: Any of those on-duty functions listed below. On-duty time means all time from the time the driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and includes:

- a) All time at a facility waiting to be dispatched, unless the driver has been relieved from duty;
- b) All time inspecting equipment as required by federal regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- c) All time driving;
- d) All time, other than driving time, in or upon any commercial motor vehicle, except time spent resting in a sleeper berth;
- e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving receipts for shipments loaded or unloaded.
- f) All time spent performing the driver requirements related to an accident; and
- g) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

B.1.2 Prohibitions

B.1.2.1 Alcohol: With respect to alcohol use, no employee shall:

- a) Report to duty or remain on duty while having an alcohol concentration of 0.04 or higher;
- b) Possess alcohol while on duty;
- c) Use alcohol while performing safety-sensitive functions;
- d) Perform safety-sensitive functions within 4 hours after using alcohol;
- e) Use alcohol for 8 hours after an accident, or until he/she undergoes an alcohol test; or
- f) Refuse to submit to a required alcohol test.

B.1.2.2 Controlled Substances - An employee is not allowed to report to duty when he/she uses any controlled substance, except when the use is prescribed by a physician who has advised the employee the substance does not adversely affect the ability to operate a vehicle or machinery.

B.1.3 Required Alcohol and Controlled Substances Tests -Employees will be tested for alcohol and/or controlled substances use under the following circumstances:

B.1.3.1 Pre-employment: Prior to the first time an employee performs a safety sensitive function, the individual must undergo testing.

B.1.3.2 Post-accident: Following an incident that meets the definition of an accident as used in this policy, each surviving driver will submit to a post-accident test.

B.1.3.3 Reasonable Suspicion:

a) Employer representatives may direct an employee to submit to an alcohol and/or controlled substances test when that supervisor has reasonable suspicion to believe an employee has violated the prohibitions in the Prohibition section above. The belief must be based on specific, contemporaneous, articulable observations made by the employer representative making the reasonable suspicion determination concerning the appearance, behavior, speech, or body odors of the employee.

b) Document reasonable suspicion: Designated employer representatives' recommendations to test employees will be in writing and describe the behavior and circumstances observed by that employer representative that is the basis for recommending that an employee be tested. The record of facts and observations will be made as soon as is practical and without delaying the testing process. The record will include a description of the factors such as the employee's appearance, behavior, speech and witnesses to these factors.

B.1.3.4 Return-to-duty: An employee who has violated a prohibition in the Prohibition section must undergo a return-to-duty alcohol test with a result of under 0.02 before returning to duty if the violation was for alcohol; and/or must undergo a controlled substances test with a result indicating a negative result if the violation was for controlled substances use.

B.1.3.5 Follow-up testing: An employee who has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use is subject to follow-up testing. Follow-up testing consists of at least six unannounced tests in the first 12 months following the employee's return to duty. Additional testing during the initial 12 month period or additional testing during a period as long as 60 months may be required by a substance abuse professional.

B.1.4 Alcohol Testing Procedures: All alcohol tests, except for post-accident tests, shall be conducted by a breath alcohol technician (BAT) using an evidential breath testing device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on its Conforming Products List of Evidential Breath Measurement Devices. A BAT-qualified supervisor of an employee may only conduct the alcohol test for that employee if there is no other BAT-qualified supervisor available. For post-accident tests, alcohol tests may be conducted using an evidential breath testing device as described above or by a blood test.

B.1.5 Controlled Substances Testing Procedures:

B.1.5.1 Tests for controlled substances shall be conducted only by urinalysis, except for post-accident tests, and shall be performed by a laboratory certified by the Department of Health and Human Services (DHHS) to conduct such testing. For post-accident tests, tests for controlled substances may be conducted by urinalysis or by a blood test.

B.1.5.2 Specimens will only be tested for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

B.1.5.3 Urination will not be observed except as required by federal regulations. When visual observation is required, the observer shall be of the same gender as the employee.

B.1.5.4 The Employer shall pay for all controlled substances testing, except re-testing of the split sample requested by an employee unless the second test invalidates the original test.

B.1.5.5 The Employer shall not require an employee to inform the Employer of any over-the-counter medication or other therapeutic drug use except when the use of a controlled substance is prescribed by a physician who has advised the employee that the substance may adversely affect the employee's ability to operate a vehicle or other machinery. At the collection site, the employee may, though it is not required, list any medications they are taking only on the back of the employee copy of the chain-of custody form to serve as a memory aid.

B.1.5.6 Prior to making a final decision to verify or report a positive test result, the medical review officer (MRO) shall give the employee an opportunity to discuss the test results. If the MRO determines there is a legitimate medical explanation for the positive test result, he or she shall take no further action and report the test result as negative.

B.1.6 Pay-status - Employees shall be paid for all time pertaining to the administration of alcohol and controlled substances tests, including overtime. All time used by employees under this section will be considered time worked for purposes of wages, overtime, seniority, and other benefits.

B.1.7 Referral, Evaluation and Treatment:

B.1.7.1 Any employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40 will be evaluated by a Substance Abuse Professional (SAP). A SAP is a licensed physical psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

Assessment by a SAP does not shield an employee from disciplinary action or reinstatement with the City. The Mayor or his/her designee should be consulted to determine the penalty for performance-based infractions and violation of policy provisions.

If an employee is allowed to return to duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must pass return-to-duty drug and alcohol tests, and be subject to unannounced follow-up tests for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

B.1.7.2 Selection of SAP: The SAP shall meet the qualifications established in federal regulations and will be mutually acceptable to both parties.

B.1.7.3 Rehabilitation: Rehabilitation programs will be available through established health insurance programs.

a) **Continuation of Pay:** A leave of absence shall be allowed for treatment on an in-patient or out-patient basis. Employees participating in rehabilitation programs shall be entitled to use their accumulated vacation, holiday, and other accrued leave time.

b) **Return to non-safety-sensitive duties:** The Employer shall make reasonable efforts to re-assign employees who are participating in an out-patient rehabilitation program to duties within their job description which do not require the performance of safety-sensitive functions, or to another position for which he/she is qualified that does not require the performance of safety-sensitive functions.

B.1.8 Consequences for Employees:

B.1.8.1 The Employer may take appropriate disciplinary action up to and including termination against employees for a violation of the prohibitions listed in the Prohibition section.

B.1.8.2 An employee who has tested positive for alcohol (.04 or greater) or controlled substances and is consequently prohibited from performing a safety-sensitive function shall be given a verbal explanation of the charges and the factual basis prior to being removed from the safety-sensitive function. Said employee shall be placed in Suspension with Pay status pending the completion of the investigation.

B.1.8.3 No employee shall refuse to take a directed alcohol or drug test or to provide urine. If the employee should refuse to take an alcohol test, there will be a presumption that the employee has a positive reading of .04 or greater alcohol concentration. If the employee should refuse to take a drug test or to provide urine, there shall be a presumption that the employee tests positive for one of the five controlled substances. Any employee refusing to take a drug and alcohol test will be subject to termination.

Providing False Information and/or Attempting to Contaminate or Alter a Urine Specimen: Any employee providing false information about a urine specimen and/or attempting to contaminate a urine specimen will be subject to termination.

Refusal or Failure to Comply with Treatment Recommendations: Any employee refusing or failing to comply with treatment and after-care recommendations will be subject to termination.

B.1.8.4 An employee who receives an alcohol reading in the .02 to .039 range shall be retested at 15 minute intervals thereafter.

An employee who receives a final alcohol reading in the .02 to .039 range, shall be assigned to a non-safety sensitive position for the duration of the shift.

B.1.9 Call-in Procedure - With the exception of employees on call, employees who are called in to work outside of their regularly scheduled hours shall be provided the opportunity to acknowledge they have consumed alcohol within the previous four hours or have reason to believe that their alcohol concentration level would be 0.02 or greater. These employees will not be required to submit to an alcohol test, be subject to disciplinary action, or be assigned to perform a safety-sensitive function.

B.1.10 Union Representation - The Employer shall afford employees the right to union representation, if requested, whenever an employee is directed to submit to an alcohol or controlled substances test. All discipline stemming from this policy is subject to the grievance and arbitration procedures in the collective bargaining agreement.

FOR EMPLOYEES COVERED BY FEDERAL ALCOHOL
AND CONTROLLED SUBSTANCES REGULATIONS

B.2 Statement of Purpose: - The provisions of this section are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations, including those of the Federal Highway Administration (FHA).

B.2.1 Required Random Alcohol and Controlled Substance Tests: In addition to the circumstances described in section B.1.3 above, drivers covered by federal alcohol and controlled substances testing regulations will be tested for alcohol and/or controlled substances use on a random basis as follows:

B.2.1.1 a) Rate of testing: The employer will conduct random alcohol and controlled substances testing of covered employees as a participant in the Association of Washington Cities' Consortium. The AWC will determine the rate of testing in accordance with law.

b) Selection method: The selection of drivers shall be determined by a random number table of a computer-based random number generator that is matched with a driver's unique identification number. Each driver shall have an equal chance of being tested each time the selections are made. The dates for random testing will also be selected on a random basis.

c) Restrictions on random alcohol testing: A driver shall only be randomly tested for alcohol while the driver is performing safety-sensitive functions (items a. through g. defined in the Definition section above), just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

d) Application to drivers on leave: When drivers are off work due to long-term layoffs, illnesses, injuries or vacations, the Employer will skip that employee and select the next person appearing on the list of individuals selected at random. The Employer shall not notify any driver to submit to a test while the driver is off work due to these extended leave periods.

B.2.2 Notice Requirements:

B.2.2.1 For each employee covered by federal alcohol and controlled substances testing regulations, the Employer shall provide detailed educational materials to each covered employee that explains federal regulations and the Employer's policies. At a minimum, the materials shall include:

- a) The categories of drivers who are subject to these regulations;
- b) Information about safety sensitive functions to make clear what period of the work day the driver is required to be in compliance;
- e) Specific information on conduct that is prohibited;
- d) The circumstances under which an employee may be tested for alcohol and/or controlled substances;
- e) The procedures that will be used to test for the presence of alcohol or controlled substances;
- g) The requirement that a driver submit to a test;
- h) An explanation of what constitutes a refusal to submit to a test;
- i) The consequences for drivers found to have violated a prohibition in this policy; including the requirement that the driver be immediately removed from safety sensitive functions;
- j) The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04;
- k) Information on the effects of alcohol and controlled substances;

The person designated by the Employer to be contacted for questions or additional information; and,

- 1) The employees' right to representation in relation to alcohol and controlled substances testing under the collective bargaining agreement.

B.2.2.2 The Employer shall ensure that each covered employee is informed of these requirements and that the Employer retains a statement signed by each covered employee that he or she has received a copy of the materials described in this section.

CITY OF SEDRO-WOLLEY
January 1, 2024

Master Schedule for AFSCME and Non-Represented Staff

Grade/Step	Position	1	2	3	4	5	6	7	8	9
104	INTERN - ADMIN SUPPORT	19.55	20.14	20.74	21.36	21.79	22.23	22.56	22.90	23.24
		3,388.58	3,490.25	3,594.92	3,702.75	3,776.83	3,852.33	3,910.17	3,968.83	4,028.33
		40,663	41,883	43,139	44,433	45,322	46,228	46,922	47,626	48,340
105	PARK CARETAKER	20.19	20.79	21.41	22.06	22.50	22.95	23.29	23.64	24.00
		3,498.83	3,603.83	3,711.92	3,823.25	3,899.75	3,977.75	4,037.42	4,098.00	4,159.42
		41,986	43,246	44,543	45,879	46,797	47,733	48,449	49,176	49,913
106	INTERN - TECHNICAL SUPPORT	20.86	21.49	22.14	22.80	23.25	23.72	24.08	24.44	24.80
		3,616.50	3,725.00	3,836.75	3,951.83	4,030.83	4,111.50	4,173.17	4,235.75	4,299.33
		43,398	44,700	46,041	47,422	48,370	49,338	50,078	50,829	51,592
107	RECEPTIONIST	21.57	22.22	22.89	23.57	24.04	24.52	24.89	25.26	25.64
		3,739.00	3,851.17	3,966.75	4,085.75	4,167.42	4,250.83	4,314.58	4,379.25	4,445.00
		44,868	46,214	47,601	49,029	50,009	51,010	51,775	52,551	53,340
108		22.32	22.99	23.68	24.39	24.88	25.38	25.76	26.14	26.54
		3,868.92	3,985.00	4,104.50	4,227.67	4,312.25	4,398.50	4,464.42	4,531.42	4,599.42
		46,427	47,820	49,254	50,732	51,747	52,782	53,573	54,377	55,193
109		23.11	23.81	24.52	25.26	25.76	26.28	26.67	27.07	27.48
		4,006.17	4,126.33	4,250.17	4,377.67	4,465.17	4,554.50	4,622.83	4,692.17	4,762.50
		48,074	49,516	51,002	52,532	53,582	54,654	55,474	56,306	57,150
110	CUSTODIAN YARD WASTE ATTENDANT	23.95	24.66	25.40	26.17	26.69	27.22	27.63	28.05	28.47
		4,150.75	4,275.25	4,403.50	4,535.67	4,626.33	4,718.92	4,789.67	4,861.50	4,934.42
		49,809	51,303	52,842	54,428	55,516	56,627	57,476	58,338	59,213
111	ADMINISTRATIVE CLERK I GRAD INTERN	24.82	25.57	26.34	27.13	27.67	28.22	28.64	29.07	29.51
		4,302.67	4,431.75	4,564.75	4,701.67	4,795.75	4,891.58	4,965.00	5,039.50	5,115.08
		51,632	53,181	54,777	56,420	57,549	58,699	59,580	60,474	61,381
112	MAINTENANCE CUSTODIAN	25.76	26.53	27.33	28.14	28.71	29.28	29.72	30.17	30.62
		4,464.42	4,598.42	4,736.33	4,878.42	4,976.00	5,075.50	5,151.67	5,228.92	5,307.33
		53,573	55,181	56,836	58,541	59,712	60,906	61,820	62,747	63,688
113	ACCOUNTING CLERK ADMINISTRATIVE CLERK II PERMIT TECHNICIAN	26.73	27.53	28.36	29.21	29.80	30.39	30.85	31.31	31.78
		4,633.58	4,772.58	4,915.75	5,063.17	5,164.50	5,267.75	5,346.75	5,427.00	5,508.42
		55,603	57,271	58,989	60,758	61,974	63,213	64,161	65,124	66,101
114	IT WORKSTATION SUPPORT SPEC MAINTENANCE OPERATOR I COLLECTIONS SPECIALIST I	27.76	28.60	29.45	30.34	30.95	31.56	32.04	32.52	33.01
		4,812.42	4,956.83	5,105.50	5,258.67	5,363.83	5,471.17	5,553.25	5,636.50	5,721.08
		57,749	59,482	61,266	63,104	64,366	65,654	66,639	67,638	68,653
115	VEHICLE SERVICING MECHANIC PLANNING TECHNICIAN WW OPERATOR IN TRAINING	28.85	29.72	30.61	31.53	32.16	32.80	33.29	33.79	34.30
		5,001.17	5,151.17	5,305.75	5,464.92	5,574.17	5,685.67	5,771.00	5,857.50	5,945.42
		60,014	61,814	63,669	65,579	66,890	68,228	69,252	70,290	71,345
116	WW ADMINISTRATIVE ASSISTANT ENGINEERING TECHNICIAN I PERMIT TECHNICIAN - SENIOR WW TREATMENT OPERATOR I	30.01	30.91	31.84	32.80	33.45	34.12	34.63	35.15	35.68
		5,202.08	5,358.17	5,518.92	5,684.50	5,798.17	5,914.17	6,002.83	6,092.92	6,184.33
		62,425	64,298	66,227	68,214	69,578	70,970	72,034	73,115	74,212
117	MAINTENANCE OPERATOR II PAYROLL/HR TECHNICIAN IT USER SUPPORT TECHNICIAN ACCOUNTING TECHNICIAN	31.23	32.16	33.13	34.12	34.81	35.50	36.04	36.58	37.12
		5,412.92	5,575.25	5,742.50	5,914.83	6,033.08	6,153.75	6,246.08	6,339.75	6,434.83
		64,955	66,903	68,910	70,978	72,397	73,845	74,953	76,077	77,218
118	ENGINEERING TECHNICIAN II VEHICLE TECHNICAL MECHANIC EMS BILLING CLERK INFRASTRUCTURE & MAPPING SPEC	32.51	33.49	34.50	35.53	36.24	36.97	37.52	38.08	38.65
		5,635.92	5,805.00	5,979.17	6,158.50	6,281.67	6,407.33	6,503.42	6,601.00	6,700.00
		67,631	69,660	71,750	73,902	75,380	76,888	78,041	79,212	80,400
119	DEPUTY CITY CLERK WW TREATMENT OPERATOR II COURT CLERK	33.87	34.89	35.94	37.01	37.75	38.51	39.09	39.67	40.27
		5,871.17	6,047.33	6,228.75	6,415.58	6,543.92	6,674.75	6,774.92	6,876.50	6,979.67
		70,454	72,568	74,745	76,987	78,527	80,097	81,299	82,518	83,756
120	MAINTENANCE OPERATOR LEAD ADMINISTRATIVE ANALYST	35.30	36.36	37.45	38.57	39.35	40.13	40.73	41.34	41.96
		6,118.67	6,302.25	6,491.33	6,686.08	6,819.83	6,956.17	7,060.50	7,166.42	7,273.92
		73,424	75,627	77,896	80,233	81,838	83,474	84,726	85,997	87,287
121	BUILDING INSPECTOR I DATA SYSTEMS SPECIALIST ENGINEER I (GRADUATE) WW TREATMENT OPERATOR III	36.81	37.92	39.05	40.23	41.03	41.85	42.48	43.12	43.76
		6,380.92	6,572.33	6,769.50	6,972.58	7,112.08	7,254.33	7,363.17	7,473.58	7,585.67
		76,571	78,868	81,234	83,671	85,345	87,052	88,358	89,683	91,028
122	ASSISTANT PLANNER WW TREATMENT OPERATOR LEAD	38.40	39.55	40.74	41.96	42.80	43.65	44.31	44.97	45.65
		6,655.42	6,855.08	7,060.75	7,272.58	7,418.00	7,566.33	7,679.83	7,795.08	7,912.00
		79,865	82,261	84,729	87,271	89,016	90,796	92,158	93,541	94,944
123	BUILDING INSPECTOR II SOLID WASTE SUPERVISOR	40.08	41.28	42.52	43.80	44.67	45.56	46.25	46.94	47.65
		6,947.08	7,155.50	7,370.17	7,591.25	7,743.08	7,897.92	8,016.42	8,136.67	8,258.67
		83,365	85,866	88,442	91,095	92,917	94,775	96,197	97,640	99,104
124	WW TREATMENT SUPERVISOR ENGINEER (EIT) IT SYSTEM INTEGRATION ANALYST MAINTENANCE OPNS SUPERVISOR	42.10	43.36	44.67	46.01	46.93	47.86	48.58	49.31	50.05
		7,297.67	7,516.58	7,742.08	7,974.33	8,133.83	8,296.50	8,421.00	8,547.33	8,675.50
		87,572	90,199	92,905	95,692	97,606	99,558	101,052	102,568	104,106

CITY OF SEDRO-WOLLEY January 1, 2024 Master Schedule for AFSCME and Non-Represented Staff										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
125	PLANNER	44.09	45.42	46.78	48.18	49.15	50.13	50.88	51.64	52.42
		7,642.75	7,872.00	8,108.17	8,351.42	8,518.50	8,688.83	8,819.17	8,951.42	9,085.75
		91,713	94,464	97,298	100,217	102,222	104,266	105,830	107,417	109,029
126	BUILDING OFFICIAL (CMMI INSP)	46.19	47.57	49.00	50.47	51.48	52.51	53.30	54.10	54.91
		8,006.08	8,246.25	8,493.67	8,748.50	8,923.50	9,101.92	9,238.50	9,377.00	9,517.67
		96,073	98,955	101,924	104,982	107,082	109,223	110,862	112,524	114,212
127	HUMAN RESOURCE MANAGER ASSISTANT ENGINEER	48.41	49.86	51.35	52.89	53.95	55.03	55.86	56.69	57.55
		8,390.42	8,642.08	8,901.33	9,168.42	9,351.75	9,538.83	9,681.92	9,827.08	9,974.50
		100,685	103,705	106,816	110,021	112,221	114,466	116,183	117,925	119,694
128	SENIOR PLANNER	50.74	52.27	53.83	55.45	56.56	57.69	58.55	59.43	60.32
		8,795.58	9,059.42	9,331.25	9,611.17	9,803.42	9,999.42	10,149.42	10,301.67	10,456.25
		105,547	108,713	111,975	115,334	117,641	119,993	121,793	123,620	125,475
129	ASSISTANT FIRE CHIEF	53.22	54.81	56.46	58.15	59.31	60.50	61.41	62.33	63.26
		9,224.33	9,501.00	9,786.08	10,079.67	10,281.25	10,486.83	10,644.17	10,803.83	10,965.83
		110,692	114,012	117,433	120,956	123,375	125,842	127,730	129,646	131,590
130	DIRECTOR, INFO TECHNOLOGIES POLICE LIEUTENANT CITY ENGINEER	55.83	57.50	59.23	61.00	62.22	63.47	64.42	65.39	66.37
		9,676.50	9,966.83	10,265.83	10,573.83	10,785.25	11,001.00	11,166.00	11,333.50	11,503.50
		116,118	119,602	123,190	126,886	129,423	132,012	133,992	136,002	138,042
131	DIRECTOR, FINANCE DIRECTOR, COMMUNITY DEVEL	58.57	60.33	62.14	64.00	65.28	66.59	67.59	68.60	69.63
		10,152.33	10,456.92	10,770.58	11,093.67	11,315.58	11,541.92	11,715.00	11,890.75	12,069.08
		121,828	125,483	129,247	133,124	135,787	138,503	140,580	142,689	144,829
132		61.47	63.31	65.21	67.17	68.51	69.88	70.93	71.99	73.07
		10,654.25	10,973.83	11,303.08	11,642.17	11,875.00	12,112.50	12,294.17	12,478.58	12,665.75
		127,851	131,686	135,637	139,706	142,500	145,350	147,530	149,743	151,989
133	DIRECTOR, PUBLIC WORKS POLICE CHIEF FIRE CHIEF	64.53	66.46	68.46	70.51	71.92	73.36	74.46	75.58	76.71
		11,184.92	11,520.42	11,866.08	12,222.00	12,466.50	12,715.83	12,906.58	13,100.17	13,296.67
		134,219	138,245	142,393	146,664	149,598	152,590	154,879	157,202	159,560
134		67.76	69.79	71.88	74.04	75.52	77.03	78.19	79.36	80.55
		11,744.33	12,096.67	12,459.58	12,833.33	13,090.00	13,351.83	13,552.08	13,755.33	13,961.67
		140,932	145,160	149,515	154,000	157,080	160,222	162,625	165,064	167,540
135		71.16	73.30	75.50	77.76	79.32	80.90	82.12	83.35	84.60
		12,335.08	12,705.17	13,086.33	13,478.92	13,748.50	14,023.42	14,233.83	14,447.33	14,664.00
		148,021	152,462	157,036	161,747	164,982	168,281	170,806	173,368	175,968
136	CITY ADMINISTRATOR	78.54	80.90	83.32	85.82	87.54	89.29	90.63	91.99	93.37
		13,613.42	14,021.83	14,442.50	14,875.75	15,173.25	15,476.75	15,708.92	15,944.50	16,183.67
		163,361	168,262	173,310	178,509	182,079	185,721	188,507	191,334	194,204