



DAYTON CITY COUNCIL

REGULAR MEETING

111 S 1st Street

ZOOM MEETING - (Login Information is below) (REVISED 12/15/2021)

December 15th, 2021

6:00 p.m.

PRELIMINARY AGENDA

NOTE: Meetings are open to the public; however, in order to comply with the Governor's social distancing mandate, we are limiting attendance in person to City of Dayton Personnel and those scheduled on the agenda only .

A. Call to order

1. Roll call

B. Approval of agenda

1. ACTION: Consider authorizing 12/15/2021 City Council Agenda as presented

C. Public Comment

D. Ashley Strickland – Columbia County Emergency Management Director

E. Sheriff Joe Helm – Columbia County Sheriifs Department

F. Consent Agenda - Action

1. Approval of November 10th, 2021 City Council Meeting Minutes.
2. Appraisal of November 23rd 2021 Special Council Meeting Minutes.
3. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of = \$732,173.12
4. Approval of Payroll Voucher Warrants for November, 2021 = \$74,655.28

G. Items for Council Consideration/Action

1. Consider Authorizing Resolution 1484 - Authorizing the Mayor to execute a Interlocal agreement with Columbia County for Shoreline Planning/Master Plan Updates.
2. Consider Authorizing Resolution 1485 - Authorizing the Mayor to execute and approve a Collective Bargaining Agreement with AFSCME AFL-CIO, Council 2, Local 1191-CD for 2022 – 2024.
3. Consider Authorizing Ordinance 2021-1988- Authorizing the Mayor to approve Ordinance 2021-1988 Amending a portion of the 2021 Budget of the City of Dayton.
4. Consider Authorizing the Mayor to approve a Discretionary Holiday for all regular status City of Dayton employees as Wednesday December 22, 2021, as per section 6.6 of City Of Daytons Personal Policy & Procedures Manual.

H. Mayor Report/Comments

I. Standing Committee Reports/Comments

J. Department Reports

- K. Unfinished Business
- L. New Business
- M. Final Public Comment
- N. Adjournment

- Next City Council meeting is scheduled for 1/12/2022

City of Dayton is inviting you to a scheduled Zoom meeting.

Topic: Dayton Regular City Council Meeting

Time: December 15th, 2021 @ 6:00 pm – VIA ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/3561226503>

Meeting ID: 356 122 6503

One tap mobile

+12532158782,,3561226503# US (Tacoma)

DAYTON CITY COUNCIL MINUTES

Regular Meeting

Wednesday Nov. 10th, 2021

ZOOM MEETING

Dayton, Washington 99328

CALL TO ORDER:

A. Call to order

Mayor Weatherford calls the meeting to order at approximately 6:00 p.m.

Roll Call: Present: Councilmembers: Dain Nysoe, Christine Broughton, Fred Crowe, Heather Hiebert
Misty Yost, Mike Paris

Not in attendance: Byron Kaczmarek,

Staff: Debra Hays, Interim City Clerk

B. Approval of agenda

1. ACTION: Consider authorizing 11/10/2021 City Council Agenda as presented:

Crow makes a motion to authorize 11/10/2021 City Council Agenda as presented; Broughton seconds the motion. Agenda approved, unanimously.

C. Public Comment

No Public Comment.

D. Belinda Larson – Chamber of Commerce - Larson reports on her attendance to the Main Street Washington Program conference. She also updates council on past and upcoming community events.

E. Ashley Strickland – Columbia County Emergency Management Director –Strickland Reports on the amount of dispatch runs inside and outside of City Limits. Strickland also updates Council on the progress of the new radio system.

F. Sheriff Joe Helm – Columbia County Sheriff's Office – Sheriff Helm reports on the increase in mental health calls. Helm also address traffic issues as well as drug and alcohol problems in or community. He also updates the council on the status and hiring of new deputies, high call volumes, grant programs, town hall meetings as well as other programs that the Sheriff's department is working on.

G. Consent Agenda - Action

1. Approval of Oct. 13th, 2021, Regular City Council Meeting Minutes.

2. Approval of Claims Voucher Warrants as audited by the Finance Committee

in the amount of \$65624.00. Voucher #53400, 53402, 53448 Thru 53455,53492, 53493,53495

Approval of Payroll Voucher Warrants for October 2021 \$70157.86. Voucher #53432 thru 53446,

53466 thru 53491

Yost makes a motion to authorize Consent Agenda. Broughton seconds the motion.

Motion passes.

H. Items for Council Consideration/Action

1. Consider Authorizing Resolution 1481 - Authorizing the Mayor to execute a Interlocal agreement with City of Pomeroy for Street/Leaf Sweeping Services. ***Nysoe makes a motion to approve Resolution 1481 Interlocal agreement with the City of Pomeroy for Street/Leaf Sweeping Services. Yost seconds the motion. Motion is carried, unanimously.***

2. Consider Authorizing Resolution 1482 -Authorizing the Mayor to execute a professional service agreement with Randy Hinchliffe. **Council discusses lack of interest for the current open positions of Planner and City Clerk/Treasurer. Nysoe Makes a motion to have the positions for Planner and City Clerk/ Treasurer sent back to the Human Resources Committee and the Finance Committee for reevaluation of the job descriptions as well as the salary ranges. Yost seconds the motion. Motion is carried, unanimously.**

Crowe makes a motion Authorizing the Mayor to execute a professional service agreement with Randy Hinchliffe. Broughton seconds the motion. Motion is carried, unanimously

3. Council to Review / Approve Rowe Re-Plat Project – Dena Martin

Martin explains procedures and recommendations for Rowe Re-plat Project. Council discusses.

Nysoe makes a motion to approve the Row Re-Plat Project. Crowe seconds the motion. Motion is carried, unanimously

4. Council to Review and Approve the Main Street Safety Action Plan - Fred Crowe / Dain Nysoe

Nysoe and Crowe speak in regard to the Main Street Safety Action Plan. Council discusses.

Crowe makes a motion to approve the Main Street Safety Action Plan. Broughton seconds the motion. Motion is carried, unanimously

5. Consider Authorizing Resolution 1483 – Authorizing the Mayor to Authorize and Direct the disposal of Surplus Property and providing an effective date. **Mayor Weatherford address council in regard to the surplus of outdated property. Council discusses.**

Misty makes a motion to authorize the direct disposal of surplus property and provide effective dates. Nysoe seconds the motion. Motion is carried, unanimously.

6. Consider Authorizing Martin Property Supplement /Extension of Contract. **Mayor Weatherford updates council on status of the property agreement with Mr. Martin. He also explains the reason for the extension to the Contract. An addendum with the addition of the \$30,000 dollar payment to Mr. Martin would need to be added to the current contract to extend it to March 14th, 2022.**

Crowe makes a motion to authorize the Property Supplement/ Extension Contract with Brian Martin.

Nysoe seconds the motion. Motion is carried, unanimously

7. Public Hearing to review and receive public comment on the 2022 Preliminary Budget.

No public comment.

A. Mayor Report/Comments

I. Mayor Reports/Comments

Mayor Weatherford Reports on monies received from the US Forestry Service for use of the park. He also reports on progress of interviewing and hiring of open positions. Mayor Weatherford updates council on the Front Street Bridge Project and 1st Street Bridge Project. He also updates the Council on leaf pick up dates with BDI, and the Annual Distribution from the Blue Mountain Community foundation for the Dayton Cemetery Endowment in the amount of \$3231.00.

Standing Committee Reports/Comments

Public Safety -**Nysoe reports on meeting regarding MSSAP**

Public Works – **Not available.**

Finance – **Report was Inaudible.**

Parks – **Broughton reports that the committee met twice this month, and they are evaluating the needs for upgrades to the park.**

Planning and Community Development – **Nothing to report.**

Human Resources – **Yost reports the committee will be meeting soon regarding the positions that are open, to review the job description.**

Transportation – **Crowe ask Mayor Weatherford for information on street inventory repair projects.**

Chamber – **Yost – Nothing more to report. See previous report.**

J. Department Reports

County Commissioner –*Rundell -No flood District report. Rundell states that the Commissioners are in the middle of budgets so there is nothing to report. Rundell speaks in regard to upcoming job openings with the County. Nysoe inquiries about the broad band proposal with Port of Columbia. Rundell states that it has not been decided.*

Sherriff –*Not available.*

Mayor Pro Temp – *Nysoe speaks regarding the Lack of Child Care facilities and the need of such a facility to be built. The rest of the report was in-audible.*

Staff – *Debra Hays – Nothing to report*

Eddie Strickland – Strickland updates council on public works projects.

K. Unfinished Business – *No Unfinished Business*

L. New Business – *No New Business*

M. Final Public Comment – *Fred Crowe would like to congratulate the recent winners of the election.*

N. Adjournment

With no further business to come before the Council, the meeting is adjourned at 6:23 pm.

Broughton makes a motion to Adjourn the City Council meeting of Nov. 10th, 2021, Yost seconds the motion. Motion carries, unanimous.

Next special City Council meeting is scheduled for 11/23/2021.

City of Dayton

By: Zac Weatherford

Attested:

Approved:

Date

Deb Hays, Interim City Clerk

DAYTON CITY COUNCIL MINUTES

Special Meeting

Tuesday November 23, 2021

ZOOM MEETING

Dayton, Washington 99328

CALL TO ORDER:

1. Call to order

Mayor Weatherford calls the meeting to order at approximately 6:00 p.m.

Roll Call: Present: Councilmembers: Dain Nysoe, Misty Yost, Christine Broughton, Mike Paris, Fred Crowe, Heather Hiebert

Excused: Byron Kaczmarek

Staff: Debra Hays, Interim City Clerk

2. Public Comment – **No Public Comment.**

3. Approval of agenda

1. ACTION: Consider authorizing 11/23/2021 Special City Council Agenda as presented:

Yost makes a motion to authorize 11/23/2021 Special City Council Agenda as presented; Paris seconds the motion. Agenda approved, unanimously.

4. Items for Council Consideration/Action

1. Paul Ihle – Daycare facility update – ***Mayor Weatherford reads a letter of support for the Early Learning Facilities grant application and ask the council for permission to submit the letter of support to the Columbia County Health District. Yost makes a motion to authorize Mayor Weatherford to submit a letter of support to the Columbia County Health District for the Early Learning Facilities Grant Application. Broughton seconds the motion. Motion Carries unanimously. Paul Ihle gives presentation on the need for a childcare facility in Columbia County and ask for the City Council to consider possible locations on City Property. Council discusses placement of facility. Ihle completes presentation. Mayor Weatherford thanked him for his presentation and reiterates the City's support.***

2. Public Hearing to review and receive public comment on proposed revenue sources including a proposed 1% increase in property taxes as allowed by law.

No public comment. Some Council discussion

3. ACTION: Consider approval of the proposed 1 % increase in property taxes as allowed by law.

Paris motions for approval of the proposed 1% increase in property taxes as allowed by law. Crowe seconds the motion. Motion passes with 4 approving, 2 (Nysoe and Broughton) opposing.

- 4 Public Hearing to review and receive public comment on the 2022 Preliminary Budget
Randy Hinchliffe explains 2022 Preliminary Budget to the Public and Council.

No public comment. Some Council discussion.

5. Public Comment - ***Vicki Zoller 720 E. Tremont, Zoller comments on Ihle's presentation.***
6. Mayor's Report – ***No Report***
7. Adjournment
With no further business to come before the Council, The Special meeting is adjourned at 6:57 pm Broughton make a motion to Adjourn the Special meeting of Nov. 23rd, 2021, Yost seconds the motion. Motion carries, unanimous.

Next regular City Council Special meeting is scheduled for 12/1/2021.

City of Dayton

By: Zac Weatherford

Attested:

Approved:

Date

Deb Hays, Interim City Clerk

Register

Accounts Payables

Fiscal: 2021

Deposit Period: 2021 - December, 2021 - November, 2021 - October, 2021 - September
 Check Period: 2021 - December - December 31, 2021 - January 20, 2022, 2021 - December 31, 2021 - December - December 15, 2021
 - December - December 1, 2021 - November - November 15, 2021 - November - November 30, 2021 - November - November 10, 2021 -
 October - October 15, 2021 - October - October 28, 2021 - October - October 13, 2021 - September - September 15, 2021 - September -
 September 30, 2021 - September - September 6

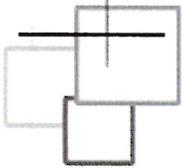
Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon				
	7270002352			
53401	AWC - Medical Insurance	9/30/2021	10/28/2021	\$1,306.14
53447	Dept Of Revenue	9/30/2021	9/30/2021	\$7,429.90
53494	Verizon Wireless	9/8/2021	9/30/2021	\$123.97
53495	Verizon Wireless	10/12/2021	10/28/2021	\$123.97
53496	Verizon Wireless	11/2/2021		\$123.81
53497	Col Co Planning & Building	10/28/2021		\$1,914.00
53498	Col Co Planning & Building	11/10/2021		\$2,058.00
53499	Centurylink	11/10/2021		\$2,021.82
53500	Port Of Columbia	11/3/2021		\$335,000.00
53516	Invoice Cloud	9/30/2021		\$230.20
53517	Invoice Cloud	10/28/2021		\$154.40
53518	Anatek Labs, Inc	10/28/2021		\$655.00
53519	Basin Disposal, Inc	10/28/2021		\$126.91
53520	Ferguson Waterworks #3011	10/28/2021		\$1,106.17
53521	Ferrellgas	10/28/2021		\$710.86
53522	Jamestown Networks	10/28/2021		\$260.16
53523	Platt Electric Supply	10/28/2021		\$192.46
53524	Skyline Parts Inc	10/28/2021		\$181.30
53525	U.S. Bank Global Corporate Trust Services	10/28/2021		\$892.86
53526	Vision Forms, LLC	10/28/2021		\$1,039.11
53527	Walla Walla Regional Water	10/28/2021		\$99.00
53528	Col Co Treasurer	11/15/2021		\$51,041.67
53529	Menke Jackson Beyer &	11/15/2021		\$3,745.30
53530	QUADIENT FINANCE USA, INC.	11/15/2021		\$42.91
53531	Bryan Martin	11/23/2021		\$30,000.00
53532	CI Information Management Shred Division	11/23/2021		\$43.76
53533	Skyline Parts Inc	11/23/2021		\$34.27
53534	Walker, Alan J.	11/23/2021		\$352.00
53535	Hinchliffe, Randy	11/30/2021		\$1,240.32
53562	Anderson Perry & Assoc	11/15/2021		\$69,489.01
53563	Anderson Perry & Assoc	11/30/2021		\$17,971.90
53564	Anderson Perry & Assoc	12/1/2021		\$56,135.46
53565	Pacific Power	10/28/2021		\$19,263.52

Number	Name	Print Date	Clearing Date	Amount
53566	Pacific Power	11/15/2021		\$16,208.09
53567	Bank Of America	10/28/2021	10/28/2021	\$290.40
53568	Bank Of America	12/6/2021		\$574.92
53569	City of Dayton	12/6/2021		\$7,300.96
53570	Jay's Garage	12/6/2021		\$236.17
53571	Vision Forms, LLC	12/6/2021		\$1,036.00
53572	City of Dayton	12/6/2021		\$1,934.60
53573	City of Dayton	12/6/2021		\$1,328.39
53574	City Lumber & Coal Yard	9/30/2021		\$56.88
53575	Col Co Treasurer	9/30/2021		\$186.49
53576	City Lumber & Coal Yard	10/28/2021		\$164.91
53577	Coleman Oil Company	10/28/2021		\$1,227.93
53578	Jackie Penner	10/28/2021		\$39.43
53579	City Lumber & Coal Yard	11/30/2021		\$425.23
53580	Coleman Oil Company	11/30/2021		\$1,763.29
53581	Zac Weatherford	11/30/2021		\$40.00
53582	Col Co Treasurer	12/7/2021		\$51,041.67
53583	Zac Weatherford	12/7/2021		\$40.00
53584	Dayton Tractor & Machine, Inc	9/30/2021		\$42.95
53585	CI Information Management Shred Division	10/28/2021		\$44.02
53586	Col County Health System	10/28/2021		\$7,740.00
53587	Dayton Chronicle	10/28/2021		\$220.06
53588	Dayton Mercantile	10/28/2021		\$42.16
53589	Dayton Tractor & Machine, Inc	10/28/2021		\$1,188.56
53590	Doug's Septic Service Inc	10/28/2021		\$115.00
53591	Staples Credit Plan	10/28/2021		\$406.26
53592	WA State Treasurer	10/28/2021		\$2,961.38
53593	Col County Health System	11/30/2021		\$3,612.00
53594	Dayton Mercantile	11/30/2021		\$39.96
53595	Dayton Tractor & Machine, Inc	11/30/2021		\$24.36
53596	Doug's Septic Service Inc	11/30/2021		\$135.00
53597	Jamestown Networks	11/30/2021		\$260.16
53598	WA State Treasurer	11/30/2021		\$3,349.57
53599	Col CO Solid Waste	12/1/2021		\$79.31
53600	Col County Health System	12/1/2021		\$300.00
53601	Dayton Electric	12/1/2021		\$1,111.10
53602	Dept Of Ecology	12/1/2021		\$1,431.00
53603	Ferguson Waterworks #3011	12/1/2021		\$1,189.48
53604	Ferrelgas	12/1/2021		\$2,023.80
53605	Humbert Asphalt, Inc.	12/1/2021		\$2,168.00
53606	Jamestown Networks	12/1/2021		\$260.16
53607	JP Cooke CO	12/1/2021		\$146.40
53608	Kie Supply Corporation	12/1/2021		\$40.31
53609	Konen Rock Crushing, Inc	12/1/2021		\$1,253.04
53610	Kottkamp, Yedinak & Esworthy, PLLC	12/1/2021		\$1,500.00
53611	McGregor Company	12/1/2021		\$147.15

Number	Name	Print Date	Clearing Date	Amount
53612	North Central Labs Of Wisconsin	12/1/2021		\$213.39
53613	One Call Concepts, Inc	12/1/2021		\$21.51
53614	Overhead Door Company	12/1/2021		\$560.97
53615	Oxarc Inc	12/1/2021		\$1,534.40
53616	Pape Machinery	12/1/2021		\$744.86
53617	Pepsi Cola - Walla Walla	12/1/2021		\$49.50
53618	Petty Cash - City Of Dayton	12/1/2021		\$46.02
53619	The General Store	12/1/2021		\$21.81
53620	Staples Credit Plan	9/8/2021	9/30/2021	\$365.37
53621	Invoice Cloud	11/30/2021		\$75.00
53622	Correct Equipment	12/1/2021		\$1,060.15
53623	Doug's Septic Service Inc	12/1/2021		\$135.00
53624	Staples Credit Plan	12/1/2021		\$131.66
53625	The Times	12/1/2021		\$476.00
53626	Total Energy Management	12/1/2021		\$2,139.38
53627	Total Office Concepts	12/1/2021		\$442.16
53628	U.S. Bank N.A. - Custody	12/1/2021		\$48.00
53629	USA Bluebook	12/1/2021		\$329.74
53630	Verizon Wireless	12/1/2021		\$124.23
53631	Vision Forms, LLC	12/1/2021		\$1,053.69
53632	Walla Walla Regional Water	12/1/2021		\$198.00
53633	Walla Walla Saw, LLC	12/1/2021		\$517.27
53634	Walla Walla Union-Bulletin	12/1/2021		\$578.62
53635	Walla Walla Web Weavers	12/1/2021		\$35.00
53636	Washington State Penitentiary	12/1/2021		\$434.68
	Total		Check	\$732,173.12
	Total		7270002352	\$732,173.12
	Grand Total			\$732,173.12

Payroll

Register



Fiscal: 2021

Deposit Period: 2021 - November

Check Period: 2021 - November - November 15, 2021 - November - November 30, 2021 - November - November 10

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon				
Check	7270002352			
53501	Costello, Wyatt M	11/15/2021		\$891.38
53502	Fletcher, Lloyd	11/15/2021		\$1,782.19
53503	Hays, Debra M.	11/15/2021		\$2,347.86
53504	John, Rob	11/15/2021		\$1,735.60
53505	Lambert, Isaiah J	11/15/2021		\$1,394.17
53506	Moton, Donald G.	11/15/2021		\$1,558.82
53507	Souza, Marcio	11/15/2021		\$1,650.04
53508	Strickland, Eddie L	11/15/2021		\$2,339.73
53509	Sweetwood, David	11/15/2021		\$1,867.63
53510	Walker, Alan J	11/15/2021		\$1,514.32
53511	Westergreen, Connie	11/15/2021		\$1,511.76
53512	Council No. 2	11/15/2021		\$401.71
53513	Daniel H Brunner, Chapter 13 Trustee	11/15/2021		\$414.50
53514	Internal Revenue Service - U S Treasury	11/15/2021		\$6,763.69
53515	Washington State Support Registry	11/15/2021		\$94.00
53536	Broughton, Christine	11/30/2021		\$138.52
53537	Costello, Wyatt M	11/30/2021		\$864.91
53538	Crowe, Frederick J	11/30/2021		\$138.52
53539	Fletcher, Lloyd	11/30/2021		\$1,820.90
53540	Hays, Debra M.	11/30/2021		\$2,300.00
53541	Hiebert, Heather G	11/30/2021		\$147.82
53542	John, Rob	11/30/2021		\$1,739.77
53543	Kaczmariski, Byron	11/30/2021		\$138.52
53544	Lambert, Isaiah J	11/30/2021		\$1,448.58
53545	Moton, Donald G.	11/30/2021		\$1,737.42
53546	Nysoe, Dain	11/30/2021		\$138.52
53547	Paris, Michael	11/30/2021		\$138.52
53548	Souza, Marcio	11/30/2021		\$2,104.76
53549	Strickland, Eddie L	11/30/2021		\$2,195.31
53550	Sweetwood, David	11/30/2021		\$1,690.78
53551	Walker, Alan J	11/30/2021		\$1,470.43
53552	Weatherford, Zachary M	11/30/2021		\$856.40
53553	Westergreen, Connie	11/30/2021		\$1,702.36
53554	Yost, Misty	11/30/2021		\$138.52
53555	AFLAC Remittance Processing	11/30/2021		\$225.85

Number	Name	Print Date	Clearing Date	Amount
53556	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	11/30/2021		\$10,067.18
53557	Daniel H Brunner, Chapter 13 Trustee	11/30/2021		\$414.50
53558	Dept of Retirement Systems	11/30/2021		\$8,513.46
53559	Internal Revenue Service - U S Treasury	11/30/2021		\$7,210.03
53560	Washington State Support Registry	11/30/2021		\$94.00
53561	WSCCCE	11/30/2021		\$952.30
	Total		Check	\$74,655.28
	Total		7270002352	\$74,655.28
	Grand Total			\$74,655.28

RESOLUTION NO. 1484

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN COLUMBIA
COUNTY AND THE CITY OF DAYTON FOR THE REGIONAL
SHORELINE MASTER PROGRAM UPDATE PROCESS**

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the Washington State Shoreline Management Act (RCW 90.58) and its associated rules (WAC 173-26) require local governments to administer shoreline master programs that include policies and regulations that govern designated shorelines within their respective jurisdictions; and,

WHEREAS, the City of Dayton is required to update its master program by June 30, 2023; and,

WHEREAS, Asotin County, Columbia Count, Garfield County and the City of Clarkston and Town of Starbuck previously formed the Southeast Washington Coalition to jointly update their shorelines master programs in 2016; and,

WHEREAS, the Washington State Legislature has provided funding through the Washington Department of Ecology (Ecology) for local governments to update their shoreline master programs; and,

WHEREAS, because shorelines cross jurisdictional boundaries, regulation of shoreline areas, public access to the shoreline and development in and adjacent to the shorelines is best achieved through cooperative and collaborative planning; and,

WHEREAS, funding and timing efficiencies and economies of scale in use of grant funds can be realized by cooperative and collaborative shoreline planning; and,

WHEREAS, the City of Dayton and City of Asotin recognize the benefits of joining the Southeast Washington Coalition for the 2023 shorelines master program update; and,

WHEREAS, Columbia County served as the project lead for the 2016 update; and,

WHEREAS, Columbia County and the City of Dayton have negotiated an agreement pursuant to which Columbia County will serve as project lead for the 2023 regional shorelines update program process, attached hereto as Exhibit "A"; and,

WHEREAS, the City Council finds and determines that entering into said agreement is in the best interest of the residents of the City of Dayton and will promote the general health, safety and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor is authorized to execute on behalf of the City of Dayton the Interlocal Agreement between Columbia County and the City of Dayton for the Regional Shoreline Master Program Update Process in the form attached hereto as Exhibit "A".

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. Effective Date. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated this 15th day of December, 2021.

CITY OF DAYTON

Zac Weatherford, Mayor

Attest/Authenticate:

Debra Hays, Interim City Clerk

Approved as to Form:

Quinn Plant, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
ASOTIN COUNTY, GARFIELD COUNTY AND COLUMBIA COUNTY
And the CITIES OF CLARKSTON and DAYTON
And THE TOWNS OF STARBUCK and ASOTIN FOR
REGIONAL SHORELINE MASTER PROGRAM UPDATE PROCESS**

**- - - - - AGREEMENT SPECIFIC TO THE CITY OF - - - - -
- - - - - DAYTON AND COLUMBIA COUNTY - - - - -**

This is an **Interlocal Agreement**, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Asotin County, Garfield County and Columbia County and the Cities of Clarkston and Dayton and the Towns of Starbuck and Asotin.

WHEREAS, pursuant to Chapter 39.34 RCW, one of more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the Washington State Shoreline Management Act (RCW 90.58) and its associated rules (WAC 173-26) require local governments to administer shoreline master programs that include policies and regulations that govern designated shorelines within their respective jurisdictions; and

WHEREAS, Asotin County, Garfield County and Columbia County and the Cities of Clarkston and Dayton and the Towns of Starbuck and Asotin are required to update their shoreline master programs by June 30, 2023; and

WHEREAS, the Washington State Legislature has provided funding through the Washington Department of Ecology (Ecology) for local governments to update their shoreline master programs; and

WHEREAS, Asotin County, Garfield County and Columbia County and the Cities of Clarkston and Dayton and the Towns of Starbuck and Asotin have agreed to coordinate to update their shoreline master programs using grant funding from Ecology; and

WHEREAS, because shorelines cross jurisdictional boundaries, regulation of shoreline areas, public access to the shoreline and development in and adjacent to the shorelines is best achieved through cooperative and collaborative planning; and

WHEREAS, funding and timing efficiencies and economies of scale in use of grant funds can be realized by cooperative and collaborative shoreline planning;

NOW, THEREFORE, the Parties agree as follows:

1. ADOPTION OF RECITALS

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

2. PURPOSE

The purpose of this Agreement is to set forth:

- 2.1 Administrative responsibilities;
- 2.2 Agreed-upon goals; and
- 2.3 Identified tasks and responsibilities for cooperative shoreline master program updates.

3. ADMINISTRATIVE RESPONSIBILITIES

This Agreement does not establish a separate legal entity to carry out the cooperative shoreline master program updates undertaken herein. The following paragraphs identify administrative responsibilities for cooperative shoreline master program updates.

- 3.1 Project Manager. Columbia County is the Project Manager designated to administer this Agreement.
- 3.2 Lead Agency. Columbia County take the Lead Agency Status for this project, which includes the responsibility for all Consultant Contract Administration, Grant Administration and SEPA activities
- 3.3 Communications. The Project Manager and the other Parties to this Agreement will communicate via in-person meetings, telephone or email to relay information, answer questions, or raise concerns. All Parties will respond promptly to communications. The Project Manager will ensure that information related to the project is timely provided to the Parties, between the Parties and between the Parties and Ecology.
- 3.4 Documents to be Provided. The Project Manager will distribute to each Party an electronic copy of review documents and deliverables.
- 3.5 Record-Keeping. The Project Manager will keep the official project records and make them available to each of jurisdictions for record-keeping associated with adoption of each jurisdiction's local shoreline master program.

4. AGREED-UPON GOALS

The Parties agree to the following goals necessary for cooperative shoreline master program updates:

- 4.1 It is the Parties' intent to develop consistent shoreline master programs.

- 4.2 Each Party will cooperate to carry out the terms of the grant agreement with Ecology, a draft copy of which is attached hereto.
- 4.3 The Parties will jointly establish countywide shoreline goals, a regional approach to public participation, the shoreline master program inventory, analysis, characterization and identification of restoration opportunities.
- 4.4 To the extent possible, the Parties will jointly develop shoreline environmental designations, a restoration plan, shoreline policies and regulations, and cumulative impacts assessment/no net loss demonstration.

5. IDENTIFIED TASKS AND RESPONSIBILITIES

- 5.1 The Parties hereby designate Columbia County as the "Recipient" of a portion of the Ecology Shoreline Management Act grant funds made available to the Parties for purposes of cooperative development of updated shoreline master programs for each of the separate jurisdictions. The amounts of those funds shall be as set forth below in 5.2 and 5.3.
- 5.2 The anticipated grant funds available from Ecology for all participating jurisdictions within this Agreement will not exceed \$302,400 for the fees, services and materials of the Consultant contract and reimbursable expenses for the participating jurisdictions.
- 5.3 Each participating jurisdiction will enter into a separate Interlocal Agreement with Columbia County. The combined funding of all jurisdictions, including Columbia County's portion, from Ecology will be \$302,400. As party to this Agreement, the City of Dayton agrees to provide to Columbia County (as Lead Agency) the following amounts from the Ecology grant towards the Consultant budget: \$11,200.
- 5.4 As Recipient of Ecology grant funds, Columbia County will be responsible to Ecology for administration of the grant, and for submission to Ecology of all required deliverables, reports and accounting for funds as required by the grant agreement, including an updated shoreline master program for each of the separate jurisdictions.
- 5.5 Columbia County shall work with the other jurisdictions to develop an appropriate approach to produce each jurisdiction's shoreline master program. Columbia County will also work with other interests participating in the shoreline master program update regarding the general direction of the effort.
- 5.6 As Recipient of Ecology grant funds and as the Project Manager for this shoreline master program process, Columbia County is responsible for the preparation of a shoreline master program that meets the State's procedural and substantive requirements.

Columbia County will provide staff and consultant services to the participating jurisdictions for their local shoreline master program adoption process. The participating jurisdictions are responsible for providing limited staff assistance in gathering necessary background information, performing review of draft policies and deliverables and for coordinating with Columbia County for the program adoption process.

- 5.7 As Recipient of Ecology grant funds and as the Project Manager for this shoreline master program process, Columbia County will have the lead role in conducting public participation that is designed to engage the public within the participating jurisdictions, generally set forth in the Public Participation Program which will be developed as part of this process. The participating jurisdictions are responsible for coordinating with and assisting Columbia County in those public participation efforts and may opt to conduct additional public participation within its own jurisdiction.
- 5.8 Columbia County anticipates issuing a Request for Proposals for technical consultant services necessary to implement the shorelines grant agreement scope of work. Upon receipt of commitment of grant funds from Ecology, Columbia County will contract for performance of those technical consultant services, using funds obtained from the grant.
- 5.9 Columbia County shall manage the consultant work for the cooperative shoreline master program updates.
- 5.10 Columbia County and the participating jurisdictions will take legislative action to adopt its own locally-adopted shoreline master program. Changes, if any, required as a result of the Ecology approval process (WAC 173-26-120) are the sole responsibility of each individual jurisdiction, if the changes are direct result of legislative action by that jurisdiction in with said jurisdiction may modify the draft shoreline master program.
- 5.11 Columbia County may unilaterally terminate all or part of this agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds. The Agreement shall terminate ten days from the date of mailing of such termination for lack of funds. Columbia County shall not be responsible for payment of any activities or expenses incurred after the ten day notice of Agreement termination.

6. TERM

This Agreement shall become effective upon the date it is authorized by the governing body of each municipal corporation. It shall remain in effect through June 30, 2023.

7. TERMINATION

Any Party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty days prior to termination. The terminating party shall have access to unexpended Ecology grant funds in accordance with Ecology rules and procedures. Any terminating party shall continue to be entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

8. DISPUTE RESOLUTION

Any dispute between the Parties regarding the delivery of services under this Agreement or any other controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement which cannot be resolved may be submitted to mediation.

9. INDEPENDENT CONTRACTOR

The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of personnel and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

10. HOLD HARMLESS - INDEMNIFICATION

It is understood and agreed that each Party will be responsible for its own negligence and will, to the extent of its negligence and hold harmless the other Parties from any and all claims, losses, or causes of action, suits, and actions in equity of any kind.

11. ATTORNEYS FEES AND COSTS

All Parties shall bear their own attorney's fees and costs of enforcing the rights and responsibilities under this Agreement.

12. NO THIRD PARTY BENEFICIARY

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend there be any third-party beneficiary to this Agreement.

13. WAIVER

No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

14. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2. Its duration is as specified in Section 6. Its method of termination is set forth in Section 7. Its manner of financing and of establishing and maintaining a budget therefore is described in the Grant Agreement in Section 15. No real or personal property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, which incorporates the terms and conditions of the draft Grant Agreement for this project between the Department of Ecology and Columbia County, governs and binds the parties hereto and contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

16. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

17. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be four duplicate originals of this Agreement prepared and distributed for signature by the necessary of each Party. Each Party who executes this Agreement shall cause two undated executed originals to be returned to the Project Manager, who shall date it below. Columbia County shall cause a copy of this Agreement to be posted on the County website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040) and shall provide a dated original to each of the participating jurisdictions for posting of a copy their website. Upon posting of a copy on the County's website, such signed original shall constitute an Agreement binding upon the parties.

18. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

19. SIGNATURES

In witness thereof, each of the Parties has caused this Agreement to be executed in its respective name by its duly authorized officers and has caused this Agreement to be dated as of the __15th__ day of December , 2021.

Columbia County Board of Commissioners

Chair

Member

Member

Attest: _____
Clerk of the Board

City of Dayton

Zac Weatherford, Mayor

Attest: _____
Debra M Hays, Interim City Clerk

RESOLUTION NO. 1485

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 2, LOCAL 1191-CD
(Term of January 1, 2022 through December 31, 2024)**

WHEREAS, the duly authorized representatives of the City of Dayton in good faith have negotiated a three-year collective bargaining agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Council 2, Local 1191-CD (“AFSCME”), concerning wages, hours, terms, and other conditions of employment for the term of January 1, 2022, through December 31, 2024; and

WHEREAS, the Agreement has been lawfully and properly ratified by the membership of AFSCME; and

WHEREAS, the City Council finds that the best interests of the City are served by executing the Agreement;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, Columbia County, Washington, as follows:

Section 1. The collective bargaining agreement between the City of Dayton and AFSCME, in the form attached hereto as Exhibit “A” is hereby authorized and approved. The Mayor is hereby authorized to execute the bargaining agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 2. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this __15th__ day of __December_____, 2021.

CITY OF DAYTON

Zac Weatherford, Mayor

Attest:

Deb Hays , Interim City Clerk-Treasurer

Approved as to Form:

Quinn Plant, City Attorney

~~2021~~2022-2024

COLLECTIVELY BARGAINED AGREEMENT

Between

CITY OF DAYTON, WASHINGTON

And

COUNCIL 2

**WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES**

Representing

Local 1191 - CD

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

EFFECTIVE

JANUARY 1, ~~2021~~2022, THROUGH DECEMBER 31, ~~2021~~2024

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PREAMBLE

This Agreement is between the City of Dayton, hereinafter referred to as the "Employer", and Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 1191-CD hereinafter referred to as the "Union". The purpose of this Agreement is to establish the standards regarding hours of work, rates of pay, working conditions, to eliminate as far as possible political consideration from policy, to promote the morale, well-being and security of the employees.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent, as authorized by the Washington State Public Employees Collective Bargaining Act, for all City employees except:

Temporary Employees

Uniformed Employees

Administrative and Supervisory Employees

Clerical Staff within City Hall

ARTICLE 2 - UNION SECURITY

- 2.1 Exclusive Bargaining Agent: The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES / AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.
- 2.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 2.3 Questions About Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.
- 2.4 Signed Dues Deduction Authorization: Current union members and those who choose to join the Union and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the Employer's Human Resources Department.

The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. The Employer shall continue to deduct and remit union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

- 2.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Council 2 and the aggregate deductions shall be remitted to Council 2, Washington State Council of County and City Employees, AFL-CIO, P.O. Box 750, Everett, WA 98206-0750, together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.
- 2.6 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union staff representative and Local Union President in writing of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 2.7 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, ...) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

ARTICLE 3 - UNION/MANAGEMENT RELATIONS

- 3.1 The purposes of this Agreement is to ensure true Collective Bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the Employer and its said employees, to encourage economy of operation, elimination of waste, cleanliness of plant, protection of City property, and safety of employees; and to that end the Employer pledges itself to give its employees considerate and courteous treatment, and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

- 3.2 All Collective Bargaining with respect to this Agreement shall be conducted by the authorized representatives of the Union. Union officers and elected delegates shall be granted time off with pay for negotiations with the City or their designees, and to conduct other general Labor/Management business.
- 3.3 Agreements reached between the parties to this Agreement shall become effective only when signed by the Staff Representative of the Union and the Mayor of the City of Dayton.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 **Retention of Rights.** Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs or any part thereof, and not specifically limited by this Agreement. It is jointly recognized that the Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral instruction or written work rule, existing or future.
- 4.2 **Management Rights.** The exclusive prerogatives, functions and rights of the Employer which it has the right to implement without negotiating about the decision(s) shall include, but not be limited to, the right to:
- 4.2.1 determine its mission and policies and to set forth all standards of service offered to the public;
 - 4.2.2 determine the nature and extent to which the Employer shall operate and to change such methods or procedures;
 - 4.2.3 direct and supervise all operations and functions affecting the Employer;
 - 4.2.4 use the services of temporary, part-time, and volunteer workers;
 - 4.2.5 promulgate and enforce all rules for operations, efficiency, and safety;
 - 4.2.6 decide, from time to time, the number and locations of offices;
 - 4.2.7 perform bargaining unit work under the following circumstances:
 - (a) in the instruction or demonstration of work methods and procedures; or
 - (b) during emergencies, as determined by the Employer, or other circumstances when failure or refusal to perform work would create or result in damage to materials, machinery, products, equipment, property, personnel or the public; or

(c) in the performance of experimental and developmental work until the Employer determines the work is ready for regular use; or

(d) other circumstances which the Employer determines it is appropriate.

4.2.8 determine the specific programs and services offered by the Employer, and the methods, means and facilities by which they shall be effectuated;

4.2.9 set standards of service, and establish or modify department policies, procedures, work rules, regulations, safety procedures and administrative instructions and procedures;

4.2.10 create or eliminate positions/classifications with notice to the Union;

4.2.11 create job descriptions and introduce new and revise existing duties within the bargaining unit with notice to the Union;

4.2.12 determine the nature and qualifications of the work force and assigning duties and equipment, along with deciding and determining employees' qualifications, including establishing the necessary minimum qualifications for any position.

4.2.13 evaluate employees' competency, performance, and direct their work assignments;

4.2.14 establish, assign and change job assignments, hours of work, work schedules, standards of performance.

4.2.15 determine staffing requirements and the quality and quantity of work performed.

4.2.16 create, assign and adjust shifts, workdays, hours of work and work locations, and determine work schedules and time off;

4.2.17 select, increase, diminish or change equipment, vehicles, machinery, etc., including the introduction of any and all new, improved or automated methods, equipment or facilities;

4.2.18 hire, classify, orient, promote, train, qualify, transfer, retain, layoff, discipline, suspend without pay, demote or discharge (for cause) employees in the bargaining unit;

4.2.19 require, distribute or eliminate overtime work;

4.2.20 reduce the number of authorized positions because of lack of work, budgetary restraints, physical limitations, organizational changes, or for other legitimate reasons, and recall employees when appropriate;

4.2.21 close, liquidate or discontinue offices, departments, jobs, operations of facilities, or combination of facilities, or relocate, reorganize, or combine the

work of offices, departments, jobs or facilities for budgetary or other legitimate reasons;

4.2.22 initiate, continue, or discontinue training and educational programs and determine the need and curriculum for additional educational courses, training programs, on-the-job training and cross-training, and assign employees to such duties for periods to be determined by the Employer; and

4.2.23 contract out for goods and services; Employer may temporarily assign contracted personnel to work with Employer personnel, as needed. The Employer will provide the Union notification as soon as practical when the Employer contemplates contracting out for goods and/or services. To the extent feasible, the notification will include the rationale for the Employer's decision. If requested by the Union, the Employer will meet and confer with Union to share information during the decision making process. Thereafter, the Employer will conclude its decision and has the right to implement the decision.

4.2.24 make any and all budgetary determinations including reducing or increasing the budgets.

4.3 Exclusive Rights. The Union recognizes that the above statement of management rights is for illustrative purposes only and agrees such rights will not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. The Employer expressly reserves, and the Union agrees that the Employer retains, all customary, usual and exclusive rights as set out in this Agreement.

4.4 Effects Bargaining. If the Employer makes a section 4.2 decision which has a significant effect on working conditions, the Employer will provide as much written notice as is practicable, based on the circumstances of the decision, to the Union and provide the Union with an opportunity to bargain the effects before the Employer implements the changes based on the Employer's decision. The notice to the Union will declare the implementation date. This provision pertaining to effects bargaining does not apply to those Employer decisions made and implemented based on the CBA's current provisions which already give the Employer the right to make changes and implement them.

ARTICLE 5 - DISCIPLINARY ACTION

5.1 The Employer may reprimand, suspend without pay or discharge/terminate an employee for the following causes, but not limited thereto:

- A. Consuming intoxicants or illegal drugs excluding drugs taken by prescription while on duty;
- B. Reporting for duty with the presence of alcohol in the bodily systems (blood, breath and/or urine);

- C. Disobedience to a legal request or directive by the employee's supervisor;
- D. Incompetence; inability to comply with or support goals of the Employer relating to the amount and quality of work;
- E. Deliberate destruction of Employer's or another employee's property;
- F. Neglect of duty;
- G. Unexcused discourtesy to the public;
- H. Non-compliance and/or violation of Employer rules, program regulations and policies and procedures;
- I. Disorderly conduct;
- J. Sleeping on duty;
- K. Giving or taking of a bribe of any nature;
- L. Failure to report for duty without a bona fide reason;
- M. Excessive absenteeism;
- N. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use;
- O. Misuse of sick leave policies;
- P. Violation of No-Strike clause;
- Q. Failure to maintain necessary licenses, credentials, certifications, continuing education/training, suspension of credentials and certifications, etc.;
- R. Loss of credentials and/or certifications through administrative and/or legal proceedings;
- S. Dishonesty, theft and/or misappropriation;
- T. Any other causes that normally support disciplinary action inclusive of but not limited to violation of Employer written and/or verbal policies, procedures and directives. This would include other causes addressed in arbitration cases and other employment type cases.

5.2 The disciplinary actions which the Director or designee may take against an employee include:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension from work without pay
- D. Demotion (NOTE: demotion means reduction in classification and pay)
- E. Discharge/termination

5.3 The Employer may suspend without pay, demote, discharge/terminate an employee for cause. The specified charges shall be made available to the employee in writing and notice shall be given to the Union at the time action is taken unless Section 5.4 is

applicable. An employee may not be suspended without pay for more than thirty (30) working days.

- 5.4** When circumstances are such that retention of the employee will likely result in disruption of Employer programs, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend an employee with pay in accordance with section 5.9 below.
- 5.6** The Employer may prepare, issue and enforce additional rules and safety regulations not specifically outlined above, necessary for safe, orderly and efficient operation as mandated by State law and/or regulations.
- 5.7** When existing work rules are changed or new rules are established, they shall be provided to the employees prominently in writing or via electronic communication system for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature. This provision is subject to the procedures set forth in Section 4.4.
- 5.8** Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule.
- Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- 5.9** **Suspension with Pay.** At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. Such suspension is not a disciplinary action and may not be grieved. If the charges are substantiated, disciplinary action may be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.
- 5.10** Written reprimands shall be removed from the employee's personnel file after two (2) calendar years, provided no similar disciplinary actions have occurred within the two (2) calendar years. If other disciplinary actions have occurred within the two (2) years then all reprimands shall remain in the file for two (2) more years, etc.
- 5.11** Suspensions without pay, demotions and discharges/terminations shall remain in the employee's personnel file permanently.
- 5.12** **Background Checks.** Employees who work with cash and/or are responsible for providing public services may be required to undergo and successfully complete a thorough background check if the Employer suspects the employee has engaged in activities which could adversely affect his job performance or the interests of the Employer in providing services to the public. This background check shall be at Employer expense.
- 5.13** **Loss of Credentials.** If an employee has necessary certification(s), license(s), etc. suspended or revoked, said employee is subject to discharge/termination. Examples

include but are not limited to CDL, valid driver's license, wastewater treatment certification(s), etc.

- 5.14 Disability discharge/termination.** An employee who has exhausted sick leave, FMLA leave and who has received ADA accommodation(s) by the Employer but cannot return to performing the essential functions of his/her job with reasonable accommodation will be subject to discharge/termination. The Employer will provide the employee written notice and provide the employee with the opportunity for a medical Loudermill hearing. Notice of such discharge/termination shall be provided to the employee and the union. Disability discharge/termination is not subject to the grievance procedures.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1** Any grievance which may arise between the parties concerning the application, meaning or interpretation of specific provisions of this Agreement shall be settled in accordance with the following procedures. Time frames specified in this article may be waived by mutual agreement of the parties in writing.

Should the employee or the Union fail to timely file a grievance or fail to comply with the prescribed time frames in the steps, the grievance shall be forever waived and lost. Should the Employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to timely proceed to the next step in accordance with the steps below.

All settlements reached in accordance with this Article at any step, excluding the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

- 6.1.1 The alleged grievance must contain the following:

- A. The specific contract provision violated.
- B. The specific action(s) that occurred.
- C. The names of the employee(s) affected by the alleged contract violation.
- D. When the alleged violation occurred.
- E. The remedy sought.

- 6.2 Informal Grievance.** The employee, with or without the Union representative, shall present the grievance to the employee's City Supervisor within twenty (20) calendar days of the occurrence giving rise to the grievance, or within twenty (20) calendar days of when the employee reasonably should have known of the occurrence. The City Supervisor shall set a date within twenty (20) calendar days for an informal meeting which includes the employee and a representative from the Union, the Mayor, and the City Supervisor wherein all pertinent facts and information will be presented and reviewed. The City Supervisor shall attempt to adjust the matter in writing within twenty (20) calendar days of the meeting.

6.2.1 If the City Supervisor fails to respond within twenty (20) calendar days or if the grievance remains unresolved, the Union representative may then proceed through the formal grievance process if timely filed.

6.3 Formal Grievance Process.

Step 1: Grievances that remain unresolved after the informal process shall be submitted by the Union representative to the City Supervisor within twenty (20) calendar days of the City Supervisor's response or his/her failure to respond. The City Supervisor shall have twenty (20) calendar days to investigate the grievance and to hold a meeting with the employee and the Union representative present along with the Mayor, or designee. Within ten (10) calendar days of the meeting, the City Supervisor may issue a written response to the Union. If the grievance involved a decision or action by the Mayor then the grievance shall be submitted directly to the Mayor at Step 2 below.

Step 2: If the grievance has not been settled at Step 1, the written grievance and if there is a City Supervisor's response, both shall be submitted to the Mayor within twenty (20) calendar days of receipt of the Step 1 response if issued or the due date if no response was issued. A grievance directly to the Mayor must be filed within twenty (20) calendar days of the date of the decision or action by the Mayor. If the grievance is timely filed at step 2 then the Mayor may hold a grievance meeting with the employee, the Union representative and the Department Manager present. The purpose of the grievance meeting is for the Union and employee to present the facts and issues to the Mayor. The Mayor will issue a written decision within twenty (20) calendar days of the grievance meeting. If the Mayor elects not to hold a grievance meeting then the Mayor will issue a decision within twenty (20) calendar days of when the Step 2 grievance was timely filed.

Step 3: If a party to the grievance is unsatisfied with the decision at Step 2, the dissatisfied party shall submit a written request for Public Employment Relations Commission (PERC) grievance mediation to the other party within twenty (20) calendar days of the Step 2 response or decision. Thereafter, the parties shall file a Request for Grievance Mediation with PERC.

Step 4: Final and Binding Arbitration.

- A. If Mediation (Step 3) fails then either party to this agreement (not an employee) may refer unsettled grievances which concern provisions of this agreement to an arbitrator.
- B. A request for arbitration shall be in writing and shall be submitted to the other party not more than twenty (20) calendar days after the Mediation process has failed unless the time shall be extended by mutual written agreement.
- C. After timely notice, the parties shall select an arbitrator to hear the matter. The parties shall meet and confer at the earliest possible date for the purpose of selecting a mutually acceptable arbitrator and said selection shall take place within ten (10) calendar days after receipt of the intent to arbitrate.

If the parties cannot agree on an arbitrator, a request shall be sent to the Public Employment Relations Commission (PERC) requesting a list of eleven (11)

names from the register. The arbitrator shall be selected by the Employer and the Union within a reasonable time after the list is received. Both the Employer and the Union shall have the right to alternately strike one (1) name from the panel beginning with the party filing for arbitration. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

The Employer and the Union agree that the decision of the arbitrator shall be final and binding on both parties; provided, however that the arbitrator's function shall be limited to determining whether the Employer or the Union have violated or failed to apply properly the terms and conditions of this agreement. The arbitrator shall have no power to destroy, change, delete from or add to the terms of this agreement. The arbitrator shall convene the hearing as soon as the arbitrator's calendar and the parties' representatives' calendars permit. The arbitrator shall issue his/her decision within a reasonable time from the date of the arbitration hearing.

- D. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The parties shall share equally the fees and expenses of the arbitrator.

ARTICLE 7 - SENIORITY, PROMOTIONS, LAYOFF & RECALL

7.1 **Seniority.** Means an employee's length of continuous service with the Employer since the employee's last date of hire.

- A) Seniority provisions shall not apply to new employees until completion of their initial probation.
- B) An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of one (1) year, discharged for just cause and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from their record.
- C) In the event of a change in seniority, the Employer shall post on the bulletin boards, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.
- D) Temporary employees who have worked more than a continuous one Hundred eighty (180) day period, and are hired to fill a regular full-time position, within one (1) year of their termination as a temporary, shall have their temporary time added to their length of service.

7.2 **Layoff and Recall.** When it is necessary to reduce the work force, the Employer shall determine the number of employees. The Local President will be notified of the number of employees designated for reduction, as soon as the determination is made. When reducing the work force, equal consideration will be given to the employee's qualifications, ability, experience, and seniority. If all things considered are equal, then seniority will be the determining factor.

Employees who are laid off shall be placed on recall status for a period of twelve (12) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff. When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification. Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status. Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within twelve (12) months from the date of the layoff shall have previously accrued bargaining unit seniority restored.

7.3 Job Posting/Promotions:

- A) The City shall be the sole determiner as to the need or necessity for filling any vacancy or new position.
- B) If Management determines that a vacancy or new position should be filled, then, and in that event, said opening shall be posted for one (1) work week at each duty station, prior to the selection of any employee. The vacancy or new position shall be filled within thirty (30) days from the date the bid sheet is posted. The bid sheet shall remain posted until the City starts a procedure for hiring from the outside.
- C) All regular employees covered by the Agreement, may be eligible to apply for the available position, provided Management has determined that it is going to fill said vacancy or new position.
- D) The City shall have the right to select the individual for the available position. Present employees will be given preference, provided said employees are qualified.
- E) In the event of a question as to the qualifications' of an employee applying for an available position, the City shall make the sole determination as to said employee's qualifications, taking into equal consideration work force requirements, job descriptions, ability, performance evaluations, seniority, experience and competence. In the event the City determines that two or more employees are equally qualified for the available position, the most senior employee shall be awarded the position.
- F) In the event that any employee, who has been determined by the City to be qualified for the available position, does not elect to accept the available position, then, and in that event, the next qualified employee as determined by the City shall be eligible. In the event the seniority list becomes exhausted, the City has the right to consider employees with less than ninety (90) days service or hire a new employee for the available position.
- G) In the event that an employee accepts an available position and fails to meet job standards within the trial service period of up to thirty (30) working days, he/ she

shall revert to their previously held position subject to prior approval by the City. The City shall be the sole determiner as to whether or not an employee fails to meet job standards within the previously referenced service period. The City may revert an employee at any time during the trial-service period, if the City determines that said employee is not capable of meeting the job standards.

- H) An employee who has refused a position shall not have the right to displace the holder of said position.
- I) The Employer on January 1, of each year will provide a seniority list of current employees, listing their anniversary dates. The Employer will not be required to provide a new seniority list annually unless there have been additions, deletions and/ or changes to the previous listing of employees.

ARTICLE 8 - HOLIDAYS

8.1 Legal holidays to be observed by the Employer are:

New Years' Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Two (2) Floating Holidays	

8.2 Any work performed on any of the holidays shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, in addition to the holiday pay. To be eligible for holiday pay, the employee must work the regular work day before and the regular work after the paid holiday, unless they are on paid leave of absence (e.g. sick or vacation leave). The Employer shall post a sign-up sheet for employees to sign up to work holidays. The most senior employee shall be given first choice. If a senior employee has signed up for a second holiday and an employee with less seniority signs up for the same holiday, the employee with least seniority shall get to work the holiday. If no employee signs up to work the holiday, the employee with the least seniority shall work the holiday. Notice will be given as to who works the holiday five (5) days prior to the actual holiday. Employees not scheduled to work the holiday, but are called into work shall either receive Holiday pay or shall at their option, receive a substitute holiday equal in length to their regular shift. Substitute holidays shall be taken by the end of the next pay period.

8.3 Any regular holiday that falls on a Saturday shall be observed on the preceding Friday. Any regular holiday that falls on a Sunday shall be observed on the following Monday. Whenever a holiday falls within a vacation period, or during a period when an

employee is on sick leave or vacation, the employee will not be charged for such holiday.

8.4 Floating holidays must be taken in the year in which they are earned.

ARTICLE 9 - VACATION

9.1 After six (6) months service with the Employer, all employees shall be eligible for paid vacation. Employees shall start earning annual leave allowance as of the date of hire.

9.2 Annual leave shall be earned and available annually, based on the following schedule:

Service	Days Per Month	Days Annually
Less than 1 year to 5 Years	1	10 Days
6 years to 10 years	1-1/4	15 days
11 years to 15 years	1-1/2	18 days
16 years to 20 years	1-2/3	20 days
21 years to 25 years	1-5/6	22 days
26 years or more	2	24 days

- The Employer shall make the determination as to interpretation of eligibility for each category above.

9.3 Vacation requests shall be submitted in writing with as much advance notification as possible. Vacation time for employees will be approved by the Superintendent, or his designee prior to the start of the vacation period. The employee with the greater seniority shall be given his/her choice of vacation in the event of a conflict over when vacation is to be taken; provided the employee with seniority has not scheduled vacation time previously in the current year.

9.4 Unused vacation is accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year or paid upon retirement or termination will be limited to thirty (30) working days.

9.5 An employee whose service is terminated by death, reduction of force, termination, resignation or by retirement, shall be paid for accrued vacation leave.

9.6 Employees have the right to use vacation in any manner they wish, provided requests shall be limited to a minimum of no less than half-day increments.

ARTICLE 10 - SICK LEAVE

10.1 Sick leave shall be cumulative to a total of one hundred twenty (120) working days, at the rate of one (1) day of leave for each month of service.

Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reason, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of the Agreement, the Union and the Employer agree that, they will work jointly to prevent misuse and/ or abuse of sick leave. This means consultation with the appropriate Local President or designee in regard to a specific problem.

10.2 An employee who is eligible for State Industrial Compensation because of an on- the- job injury, shall be paid sick leave and/or vacation leave in the amount of the difference between their regular pay and the amount paid by State Industrial for time off the job, after the first three (3) days. The first three (3) days shall be paid with the full amount of sick leave. Should the employee be later paid by State Industrial for the first three (3) days of absence, the amount paid to the employee by State Industrial for three (3) days, shall be credited to the City of Dayton as money due the employee in the next pay period. The prorated amount of sick leave and/ or vacation leave as determined by the ratio of regular sick leave and State Industrial Compensation that shall be charged to the employee as time off the job.

10.3 Sickness shall be reported to the department at the beginning of any period of sick leave prior to the beginning work hour. Any employee who is off work due to illness, for five consecutive (5) days or more may be required to provide a doctor's verification of the illness.

An employee whose attendance record is unsatisfactory and whose record has not improved, as a result of application of Section 1 of this Article, may be notified and required to provide a statement from a medical care provider in event of future absence from work. Such statement from the medical care provider must indicate if a condition exists which affects the employee's ability to perform his/her job duties.

10.4 Employee's sick leave may be used to tend to illness of the employee's spouse, child, parent, or spouse's parent. The use of sick leave for these purposes will be charged against the employee's accumulated sick leave. The Employer may require a signed doctor's statement certifying the seriousness of the family member's illness, when an employee uses personal sick leave in accordance with this Section, (R.C.W. 49.12.270).

10.5 Each permanent employee will be allowed up to three (3) days, with pay for bereavement leave, because of death in the immediate family. This leave will not be deducted from the employee's sick leave or vacation leave. At the Employer's option, the Employer may grant additional leave. "Immediate Family", shall include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents of the employee or any relative living in the employees immediate household.

10.6 An employee shall receive one (1) paid day off for every nine (9) days of accumulation over the one hundred twenty (120) day maximum of accumulated sick leave, where upon the accumulation shall drop aback to one hundred twenty (120) days.

10.7 **Retirement.**

A) Employees covered by PERS II, upon retirement or death of a City employee, after five (5) years or more of service, fifty percent (50%) of all accrued sick leave, not to exceed forty-five (45) days will be paid to the employee.

B) Employees covered by PERS I, in the event of separation due to death or retirement fully qualified under the PERS I retirement system, an employee will forfeit sick leave accumulated during the highest consecutive twenty- four (24) months of compensation preceding such separation or the employee's beneficiary. An employee will be paid fifty percent (50%) of the remaining accumulated sick leave up to a maximum of forty-five (45) days.

10.8 **Disability Discharge/Termination.** An employee who has exhausted sick leave, FMLA leave and who has received ADA accommodation(s) by the Employer but cannot return to performing the essential functions of his/her job with reasonable accommodation will be subject to discharge/termination. The Employer will provide the employee written notice and provide the employee with the opportunity for a medical Loudermill hearing. Notice of such discharge/termination shall be provided to the employee and the union. Disability discharge/termination is not subject to the grievance procedures.

ARTICLE 11 – SHARED LEAVE

11.1 Any employee may transfer up to sixteen (16) hours of sick leave or vacation leave to another employee who has expended all sick and other leave if the following applies:

A) Staff receiving leave have expended all sick leave and other leave due to illness or injury to themselves or immediate family

B) All transferred leave is subject to prior approval by the Employer.

ARTICLE 12 - WORKING REGULATIONS

12.1 The work week shall consist of five (5) eight (8) hour days or forty (40) hours of work.

12.2 Employees shall travel both ways on Employer's time, after checking in, en route to the job assignment. From regular assigned headquarters, the employee shall travel to and from work on transportation furnished by the Employer.

12.3 Employees shall be responsible for the servicing of the equipment, which he/she operates, such as grease, fuel, oil, etc., on Employer's time.

- 12.4** Any employee who is called for jury duty shall receive his/her regular pay for the actual time he/she is required to be absent from work, less any amount paid him/her for such jury duty.
- 12.5** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift whenever this is feasible.
- 12.6** All hours worked in excess of forty (40) hours in a work week shall be paid for at time and one half (1 ½) the employee's regular rate of pay. All hours of leave such as vacation, sick leave, and holidays shall be considered as hours worked.
- 12.7** For any call-in time, a minimum of two (2) hours shall be paid. An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one half (1 ½) times their regular straight time hourly rate. However, if the employee's regular shift starts less than one (1) hour from the time they started work on call back, they shall receive one and one half (1 ½) times their regular straight time hourly rate only for such time as occurred before their regular shift.
- 12.8** In lieu of overtime pay, compensatory time may be used with the following conditions:
- A)** The scheduling of such comp-time shall be subject to prior approval by the Employer.
 - B)** Comp-time may be accrued up to thirty (30) hours per calendar year for each employee.
 - C)** No more than thirty (30) hours may be carried over from year to year.
- 12.9** The maintenance crew employees will be paid on the first working day after the fifteenth (15th) day of the month, and the first working day after the last working day of each month.
- 12.10 Temporary Employees:**
- A)** Temporary employees may be used for a period not to exceed ninety (90) consecutive days or less. Any temporary full-time employees retained beyond ninety (90) days will be considered a regular full-time employee with all rights, benefits, and Union Membership as addressed in Article 2 – Union Security of this Agreement.
 - B)** The Employer agrees to use temporary employees for only ninety (90) days annually.
 - C)** Temporary employees will not be used for bargaining unit work, with the exception being, when no employee covered by this Agreement is available. Temporary

employees used to do bargaining unit work will be paid at the Common Skill Laborer pay rate for all time worked in that position.

- D) Temporary employees used by the Employer will have the right to be considered for regular full-time employment prior to outside hiring. Seniority shall begin on the ninety-first (91st) day of employment, when he/ she becomes a regular full-time employee.
- E) **Exception:** When a regular full-time employee is not available and a temporary employee is used to do bargaining unit work. At that time, the temporary employee will be paid at the Common Skilled Laborer rate. Any temporary full-time employee retained, as a regular full-time employee will be paid Skilled Laborer wages ninety (90) days after the date of hire.
- F) **Seasonal Employees:** An employee hired to work for a defined period of time, not to exceed ninety (90) working days in a twelve (12) month period. Such employees are not covered by the terms of this agreement and will not be entitled to benefits. They shall be paid an hourly rate not to exceed the rate of Common Skilled Labor as listed in Appendix "A" of this Agreement.

12.11 When an employee performs work at the request of management, which is outside the scope of their normal duties, in the capacity of a Supervisor or Lead person, the employee shall be paid for such work at the rate assigned to that position.

12.12 **Definitions:**

- A) **Regular Full-Time Employee:** An employee working forty (40) hours per work week.
- B) **Probationary Employee:** An employee hired to fill a regular full-time position of employment who has completed less than the initial six (6) month period of continuous employment. During the probationary period the employee shall be on a trial basis, during which period he/ she may be discharged for any reason without recourse to the grievance or arbitration procedure.

ARTICLE 13 - ANNUAL ALLOWANCE

13.1 Effective beginning in 2022, the Employer will pay an annual clothing and boot allowance of ~~two hundred fifty~~three hundred dollars (\$~~250.00~~300.00) to all Union employees of the City Maintenance crew on or before January 15th of each year subject to the payroll capabilities of the City.

13.2 Gloves will be provided for employees when needed. Payment for clothing allowance for all other new employees will be made after the probationary period.

ARTICLE 14 - PAYROLL DEDUCTION

- 14.1 The Employer agrees to deduct all Union Members monthly Union Dues when authorized by the employee, from the employee's paycheck.

ARTICLE 15 - NEGOTIATIONS

- 15.1 The Employer agrees to meet with a committee representing the employees and Council 2, on or before September 1, in which the Agreement expires, for the purpose of negotiating wages, benefits and contract changes. The Employer and the Union agree to make every effort to complete negotiations prior to December 31, in the year in which the Agreement expires.

ARTICLE 16 - GENERAL PROVISIONS

- 16.1 Appendix "A" and Wage Scale are binding to the contract.
- 16.2 The Employer agrees to furnish and maintain a bulletin board for the use of Local 1191-CD in an appropriate location in the City shop. The Union shall limit its posting of notices and bulletins to this bulletin board.
- 16.3 The Employer will provide to each Union employee a copy of the Working Agreement.

ARTICLE 17 - INSURANCE

- 17.1 The bargaining unit shall continue with the AWC Health First 250 Plan.
- Effective January 1, ~~2021,2022~~, the City agrees to pay one hundred percent (100%) of the employee only premium for medical coverage and seventy-five percent (75.0%) of the spouse-only and/or dependent coverage premiums. The remaining spouse-only and dependent coverage premiums shall be the sole responsibility of employees. Those shall be paid through payroll deductions.
- 17.2 If AWC discontinues the current AWC Health First 250 Plan, the parties agree and shall move to the next similar available plan. Similar is not to be construed as identical coverages and premiums. For example, if AWC discontinues the Health First 250 Plan, then the parties agree to move to the Health First 500 Plan, if available.
- 17.3 ACA – Cadillac Tax Protection: In ~~2021,2022, 2023 and 2024~~, if Employer determines that there will be a Cadillac Tax consequence for ~~2022–2022, 2023 and/or 2024~~, based on the current insurance coverages and premiums, then the parties agree to change insurance plans, coverages and premiums so that there shall not be any Cadillac Tax consequences.

- 17.4 For the term of the Agreement, the City will contribute the full premium required to maintain dental insurance for employee only, under Washington State Council of County and City Employees Dental Trust Plan V.
- 17.5 For the term of the agreement, the City will contribute the full monthly premium, for \$10,000 life insurance coverage for each employee.
- 17.6 For the term of the agreement, the City will contribute the full monthly premium required to maintain the vision insurance under AWC Plan Option 1 (with no deductible).
- 17.7 Health Savings Account (HSA) Plan: Subject to AWC Health Savings Plan (HSA), if applicable to these employees, the Employer will contribute a monthly contribution of up to twenty-five dollars (\$25.00) subject to the employee matching an equal amount to the Employer contribution. If the employee contributes a lesser amount, then the Employer's obligation to match is limited to the employee's contribution. All of the matching contributions to an HAS are subject to the applicable regulations and requirements as set for in the AWC Plan or plans as determined by the Employer.

ARTICLE 18 - WAGES

- 18.1 For 2021-2022, 2023 and 2024, an across the board increase shall be implemented in accordance with the following:
 - Effective January 1, 2021 — one point five percent (1.5%)
 - Effective January 1, 2022 – three percent (3.0%)
 - Effective January 1, 2023 – three percent (3.0%)
 - Effective January 1, 2024 – three percent (3.0%)

The revised pay plan shall be reflected in Appendix "A". Final calculations and the revised pay plan shall be determined by the Clerk or financial person of the City.

- 18.2 **Longevity.** The City will pay each member of the bargaining unit a Longevity payment of five cents (\$.05) per hour for each year worked up to a total of twenty-five (25) years.

ARTICLE 19 - SPECIAL LICENSE & CERTIFICATIONS

- 19.1 The City shall pay all costs associated with the acquisition and maintenance of City-required licenses and certifications.
- 19.2 The City will pay bargaining unit members a pay differential of twenty-five cents (\$.25) per hour for required job certifications, excluding CDL's. This benefit will be based upon each separate certification. The need for the respective certifications will be at the discretion of the Superintendent. (Note: This means an employee cannot obtain a

certification on his own and expect to be compensated. The certification must be considered necessary or required by the employer.)

19.3 During the term of this Agreement (2022-2024), the Employer will research and establish a certification and compensation schedule for applicable certifications as determined by the Employer.

19.4 The Employer will research and establish a schedule of tools for the shop and each applicable public works vehicle as determined by the Employer.

ARTICLE 20 - WORK STOPPAGE AND LOCKOUT

20.1 During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down other interference's with the City functions. Employees covered by this Agreement who engage in any of the forgoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

20.2 The Employer shall institute no lockout of employees during the term of this Agreement.

ARTICLE 21 – TERM OF AGREEMENT

21.1 This Agreement shall be effective as of the 1st day of January ~~2021,2022~~, and shall remain in full force and effect until the 31st day of December ~~2021,2024~~. Either party can reopen negotiations on all/parts of this Agreement by submitting such requests in writing to the other party no later than thirty (30) days prior to the termination of this Agreement.

ARTICLE 22 - SAVINGS CLAUSE

22.1 Should any part hereof or any provision herein be rendered or declared invalid by reason of any existing or subsequent legislation or by decree of a court of competent jurisdiction, such invalidation of such part of this Agreement shall not invalidate the remaining portions of this Agreement.

22.2 The Employer and the Union signatory to this Agreement agree the public interest requires the efficient and uninterrupted performance of all City services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this _____ day of _____, 2021.

FOR THE UNION:

FOR THE EMPLOYER:

Steve Pinkerton, Staff Representative
Council 2, Washington State Council of
County and City Employees

Zac Weatherford, Mayor
City of Dayton

Eddie Strickland, Local 1191-CD President
Negotiations Team Member

Trina Cole, City Clerk/Treasurer
City of Dayton

Represented by:

Anthony F. Menke, Management Attorney

APPENDIX "A"

WAGE SCHEDULE

Pursuant to Article 18-Wages, Section 18.1, an across the board increase will be implemented for 2021-2022, 2023 and 2024 in accordance with the following:

- Effective January 1, 2021 — one point five percent (1.5%)
- Effective January 1, 2022 – three percent (3.0%)
- Effective January 1, 2023 – three percent (3.0%)
- Effective January 1, 2024 – three percent (3.0%)

All calculations and revisions to the pay plan shall be determined by the Clerk.

Common Skilled Laborer: General Maintenance Worker(s), Park/Cemetery/Pool Maintenance Worker(s), WasteWater Treatment Plant Worker(s), Water Department/Street Workers

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Effective Date	6 Months	After Probation					<u>After 9 years</u>	<u>After 12 Years</u>	<u>After 16 Years</u>
<u>01/01/2021</u>	<u>19.32</u>	<u>21.65</u>	<u>22.25</u>	<u>22.72</u>	<u>23.22</u>	<u>23.71</u>			
<u>01/01/2022</u>	<u>19.60</u>	<u>21.85</u>	<u>22.51</u>	<u>23.19</u>	<u>23.89</u>	<u>24.61</u>	<u>25.35</u>	<u>26.11</u>	<u>26.89</u>
<u>01/01/2023</u>	<u>20.19</u>	<u>22.44</u>	<u>23.11</u>	<u>23.80</u>	<u>24.51</u>	<u>25.25</u>	<u>26.01</u>	<u>26.79</u>	<u>27.59</u>
<u>01/01/2024</u>	<u>20.80</u>	<u>23.05</u>	<u>23.74</u>	<u>24.45</u>	<u>25.18</u>	<u>25.94</u>	<u>26.72</u>	<u>27.52</u>	<u>28.35</u>

Placement in Steps shall be determined by the Mayor and the Clerk and/or financial person. Said determination shall be final and binding on the parties. Step placement shall be subject to the provisions of the SALARY STRUCTURE below which includes the level of performance of the individual not just the amount of time in the step.

LEADPERSON - Pay rate is \$1.00 more per hour than his/her normal pay rate.

WAGE DETERMINATION

Wages shall be constructed first from the base wage before adding any applicable COLA, and finally any longevity and certification pay rates shall be added last.

SALARY STRUCTURE

The salary step for the various job classifications is determined by the level of performance of the individual employee together with an annual employee's progress report by the Supervisor. Employee progress reports will be compiled on all employees as follows:

New Employees will be reviewed prior to the completion of a one hundred eighty (180) day entry level probationary period.

Regular Employees will be reviewed annually within thirty (30) days of their anniversary date or at a time prior to that date, at the Supervisor's discretion.

Steps in the pay plan are subject to job performance. If the Supervisor denies a step increase, the employee will be advised of this decision in writing, setting forth the reasons for denying the step increase. If the employee is denied a step increase, the employee and the Union shall not have the right to file and pursue a grievance through the labor agreement grievance article (Article 6 - Grievance Procedure). However, the Union and the employee may appeal the step increase denial only through the appeal process in the Complaint Procedures provisions set forth in the City's Personnel Policy. Subject to job performance, all employees that were employed by the City on or before January 1, 2006, shall be moved to step 5 of Appendix A.

Position classification pay differential for the following classifications:

- 1) Shop Mechanic - \$1.00 per hour
- 2) WasteWater Treatment Plant Operator - \$1.00 or Certification Pay, whichever is greater.

ORDINANCE 2021-1988

AN ORDINANCE AMENDING A PORTION OF THE 2021 BUDGET OF THE CITY OF DAYTON, AS ADOPTED IN ORDINANCE NO. 1970

WHEREAS, the City of Dayton adopted the 2021 Budget in final form by Ordinance 1970 on the 2nd day of December, 2020; and

WHEREAS, subsequent thereto it has become necessary for the City to amend said budget because of revenue and expenditures that could not reasonably have been foreseen at the time of adopting said budget and the related ordinance; and

WHEREAS, amendments are necessary to reallocate funds across multiple funds to cover costs associated with various city expenses and to allocate additional revenues.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Dayton, as follows:

Section 1. The following funds contained in the 2021 Budget is hereby amended to modify (*i.e.*, increase or decrease) revenues and expenditures by the amounts set forth below:

<u>FUND NAME & NO.</u>	<u>REVENUES</u>	<u>EXPENDITURES</u>	<u>AMND FND TTL</u>
301 – Capital Improvement Fund	\$250,000	\$250,000	\$330,000
Total	\$250,000	\$250,000	\$7,307,033

The Amended Fund (“Amnd Fund”) column shows the final budget for each respective fund for the 2021 Budget year following the increase or decrease in revenues and expenditures as set forth above.

Section 2. The budget for fiscal year 2021 is amended to provide for the changes as outlined above, the amendment is hereby adopted, ratified and confirmed.

Section 3. This Ordinance shall become effective from and after its passage by the Council as set forth above upon approval by the Mayor, and after publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DAYTON this 15th Day of December, 2021.

APPROVED

APPROVED AS TO FORM

Mayor Zac Weatherford

Quinn N. Plant, City Attorney

ATTEST:

Deb Hays, Interim City Clerk