

MEMORANDUM OF UNDERSTANDING

City of Sedro-Woolley and AFSCME Local 176-SW

Regarding the implementation of the Solid Waste department's plan to bring residential curbside recycling, yard waste pick up and commercial recycling in-house.

May 27, 2015

The City of Sedro-Woolley and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, are party to a collective bargaining agreement (CBA) effective from January 1, 2015 through December 31, 2018.

The City of Sedro-Woolley is party to contracts with Waste Management that address residential curbside recycling, curbside yard waste, commercial recycling, recycling drop off and garbage in recently annexed areas. The contract dealing with residential curbside recycling, yard waste and commercial recycling expires on August 31, 2015.

None of the residential curbside recycling, yard waste pick up or commercial recycling is bargaining unit work today and the city is free to perform that work in the most economical and efficient manner as it desires.

The Solid Waste department has developed a plan to perform this work in-house and the city council has expressed its preliminary intent to adopt the plan. In addition to approximately \$550K in capital, the plan will require the addition of one FTE to perform the new work.

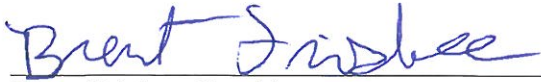
The purpose of this MOU is to allow the implementation of the plan for a trial period so the city may determine if it is operationally sustainably and in the event it is not operationally sustainable, to return the FTE and work to the status quo without the need for additional bargaining at that time.

The City and the Union agree as follows:

1. Implementation of the plan includes hiring one FTE and brings work that is not currently bargaining unit work into the unit (residential curbside recycling, commercial recycling and yard waste).
2. The trial period is twenty four months, beginning September 1, 2015 and ending August 31, 2017.
3. If, at any time during the trial period, at the sole discretion of the city, the city determines that this plan is not operationally sustainable, then the city shall provide the Union with ninety (90) days' notice prior to laying off the new FTE (position) and making other arrangements for the work. In this event, the city shall have the right to perform the work with the same discretion that it had prior to entering into the MOU (e.g., this returns the city to status quo as of May 2015 and the city is free to perform the work in-house, contract it out, or otherwise

have the work performed in the most economical and efficient manner as it desires).

This agreement shall not establish a precedent for purposes of collective bargaining.



Brent Frisbee, President
AFSCME Local 176-SW



Mike Anderson
Mayor



Dean Tharp, Staff Representative



Eron Berg, City Supervisor/Attorney