

**AGREEMENT BY AND BETWEEN**

**THE CITY OF BELLINGHAM**

**And**

**LOCAL NO. 114-F (Prospect Communications Center)**

**of the American Federation Of State, County and  
Municipal Employees, AFL-CIO, and the  
Washington State Council Of County And City Employees**

**FOR THE YEARS 2020-2022**

**The City of Bellingham  
and  
AFSCME Local #114–F  
2020-2022 Labor Contract**

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**AGREEMENT BY AND BETWEEN  
CITY OF BELLINGHAM  
and  
Local No. 114-F  
For the Years 2020 through 2022**

**ARTICLE 1 - PREAMBLE**

This agreement is between the City of Bellingham, hereinafter referred to as the City, and Local No. 114-F of the American Federation of State, County and Municipal Employees, AFL-CIO, and the Washington State Council of County and City Employees, hereinafter referred to as the Union. This agreement between the aforementioned parties has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with any subject or matter not specifically referred to or covered in this agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

**ARTICLE 2 - RECOGNITION AND BARGAINING UNIT**

**2.1 Unit Composition** - The City recognizes the Union as the exclusive bargaining representative for all uniformed, non-exempt employees of the City of Bellingham Fire Communications Center.

Excluded from the bargaining unit are: elected officials; employees in E-Team positions; positions covered by other City bargaining units; temporary positions and

employees or non-benefited part-time positions not meeting the criteria for Union membership as stated in this document.

**2.2 Definitions** - The following definitions apply to the terms used in this contract:

**Non-Exempt Employee:** An individual in a position that is subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

**Full Time Employee:** An employee in a position regularly scheduled to work 40-42 hours per week.

**Regular Position:** A position established to perform functions expected to continue for an ongoing basis.

**Regularly Scheduled:** Scheduled and works an average number of hours per week for a period of 12 months.

**Limited Term Position:** A budget-approved position established to work for at least 8 months, but no more than 2 years. Position may be extended one additional year, per policy. These positions would receive benefits as per City policy.

**Probation:** A trial period following appointment of an individual to a continuing position. During this period, employees do not have access to grievance arbitration as provided in Article 19.

**Adjusted Start Date:** The adjusted date from which an employee is considered to be in a bargaining unit position. The adjusted start date for employees who become subject to bargaining unit jurisdiction on or before the 15th day of the calendar month is the first day of that month. After the 15th day of the calendar month, the adjusted start date is the first day of the following calendar month.

**2.3** This contract supersedes all previous contracts, commitments, side agreements and prevailing conditions for any right, condition or situation covered under this contract. During the life of this contract, no Union employee may voluntarily relinquish any right or condition covered by this contract nor may management request or coerce the employee to do so in any manner. No side agreement shall have any effect upon the condition described in this contract unless signed by the authorized representatives of AFSCME Local 114-F, AFSCME Council 2, and the City.

## ARTICLE 3 - UNION MEMBERSHIP

**3.1 Bargaining Unit Member** - The Fire/EMS Dispatch Supervisor and all current Fire/EMS Dispatchers working at the Prospect Communications Center at the signing of this agreement shall remain Union members. Should a bargaining unit member accept a position that is either non-represented (E-Team) or represented by another City bargaining unit, such person will no longer be a member of this bargaining unit on the effective date of the appointment.

The Employer shall remain neutral when communicating with employees about Union membership and direct employees to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorization for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, 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 dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employees. The parties agree that this Article will be interpreted consistently with state and federal law.

**3.2 Union Deduction** - The City will make deductions on a regular basis from an employee's pay for regular Union dues, service fees, assessments and initiation fees upon the employee's execution of a payroll deduction authorization. The authorization for Union membership and/or dues is valid whether executed in writing or electronically.

**3.3 Political Action Check-off** - The City of Bellingham agrees to deduct and transmit to the Washington State Council of County and City Employees the amount specified from the wages of those employees who voluntarily authorize such contributions on forms provided for that purpose by the Union. Once an employee sets the amount of such deduction, the amount shall not be altered for a period of 12 months.

Such transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. The City shall not be required to prepare more than one check monthly for transmittal.

**3.4 Indemnification** – The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article.

**3.5 Discrimination Clause** - There shall be no discrimination by the City or the Union against any employee based on race, religion, creed, color, national origin, gender, sexual orientation, age or sensory, mental or physical disability. The parties also agree that there shall be no discrimination for membership or non-membership in the Union or for past or present Union activities.

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS CLAUSE**

Any and all rights concerned with the management and operation of the City and its departments are exclusively that of the City unless otherwise provided by the terms of this agreement. The City has the authority to adopt rules for the operation of a department and conduct of its employees, provided such rules are not in conflict with the provisions of this agreement, Civil Service rules or with applicable law. The City has the right to, among other actions: discipline, temporarily lay off, demote or discharge employees; assign work and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at any time; and perform all other functions not otherwise expressly limited by this agreement, the provisions of the Civil Service rules or applicable laws.

## ARTICLE 5 - APPLICATION OF UNIVERSAL POLICIES

Supervisors and members of the bargaining unit require clarity about which rules and policies of the City, in addition to the Collective Bargaining Agreement, apply to members of this bargaining unit. If the City proposes a Universal City Policy (applicable to all employees, including members of the bargaining unit), the City will provide the bargaining unit draft language of the policy prior to finalization. The City will provide a reasonable notice period and an opportunity to discuss permissive subjects or bargain mandatory subjects. If the bargaining unit does not request discussions, the City will implement the policy and apply to all members of the union, unless there are provisions in the Collective Bargaining Agreement that supersede or contradict. The bargaining unit relinquishes no rights to bargain on terms or conditions of employment, and the City waives no management rights by this provision. This provision does not include policies or procedures that would ordinarily not be discussed with a bargaining unit (such as Fleet and Finance policies or Purchasing procedures).

## ARTICLE 6 - HOURS OF WORK AND WORKING CONDITIONS

### 6.1 Definitions:

**Shift:** Regularly scheduled continuous working hours.

**Standard Shift:** 12 working hours. Day shift is designated as 0630 to 1830 hours and night shift is designated as 1830 to 0630 hours.

**Alternative Shift:** A pattern of working hours that varies from the above, such as a shift of more or fewer hours, or one that is split.

**Fire/EMS Dispatch Supervisor Shift:** Scheduled 4/10's designated as 1000 hours through 2000 hours equaling a 40 hour work week.

**Power Shift:** A shift assignment for which an additional dispatcher is scheduled to work a shift that splits the time between day and night shifts.

**Day:** A fixed and regularly recurring period of 24 hours used for the purpose of establishing a schedule.

**Standard Day:** The 24-hour period extending from 0630 to 0630 hours.

**Work Week:** A fixed and regularly recurring period of 7 consecutive days, for purposes of calculating Fair Labor Standards Act overtime.

**Quarter:** The four work periods in the year comprised of three fourteen-week periods and one ten-week work period.

**Schedule:** A fixed and regularly recurring combination of days and shifts worked.

## **6.2 Change in Work Week, Schedule or Shift**

**(a) Change Without Notice:** If the employee is not given written notice at least 10 calendar days in advance, schedule disruption pay is due as provided in Article 16.7. The department may cancel comp time with 48 hours' notice as provided for in policy without incurring schedule disruption pay. Employees assigned to the Power Shift must be paid schedule disruption pay as provided in Article 16.7. Power Shift employees will be provided at least an eight-hour break before working the next scheduled shift. Changes to the typical power schedule must take into consideration the impact on both day and night shifts.

**(b) Flextime:** At the employee's request, providing there will be no adverse financial or performance cost to the City, an employee's shift may be modified. These modifications can include, but are not limited to shift start time, shift end time, and authorized break times.

**(c) Alternate Work Schedule:** The workweek, shift, or schedule may be changed if the department head or designee and the individual(s) involved agree to the change. If the change is initiated by the employee(s), the overtime provisions of Article 16.3 and Article 16.7 shall not apply. A schedule change for the entire work group requires agreement of two thirds of the group. If management-directed schedule changes disrupt the last of the consecutively scheduled days off, the management-directed time worked is subject to the overtime provisions of Article 16.7.

If after a period it can be shown that there is adverse impact on cost, productivity, or customer service, management may terminate these alternative work schedules with at least one month's notice to the work force. The Union may request termination of the alternative work schedule through the Labor/Management Committee process.

**6.3 Travel Time -** Employees shall travel to and from job sites from the regularly assigned headquarters on the City's time.

For out-of-town training required or approved by the Department, the City will pay for the time spent in training and for round-trip travel time before or after a work day, to include days off, from the work place to the training site and back, consistent with the Fair Labor Standards Act, whether a driver or a passenger.

The City may approve tuition reimbursement or payment for courses that is voluntary and outside the employee's regular schedule. Ordinarily, this training is not "hours worked" for compensation purposes.

#### **6.4 Meal Breaks/Rest Periods**

**(a)** No employee shall be required to work for more than 5 hours without a meal break, except when emergency conditions exist.

**(b)** In the event an employee is required by the City to work through his or her meal break, the City will call in additional staff in order to provide relief.

**(c)** The rest periods/meal breaks will be as follows:

- Thirty (30) minutes after three hours of work or as close as possible to this time.
- Thirty minutes in the middle of the shift.
- Thirty minutes after nine hours of work or as close as possible to this time.

**(d)** Normally, when an employee is required to work beyond his/her scheduled shift, and it is anticipated that overtime will be 2 hours or more, employees shall be allowed a 15-minute paid rest period at the end of their regular shift prior to starting the overtime assignment, and a 10 minute paid rest period every 2 hours thereafter.

If agreed with the other dispatcher(s) on the shift, and department schedule permits, dispatchers may combine part of the early and late rest periods (up to 15 minutes from each) to take a longer mid-shift meal break.

(e) The above procedures shall not in any way affect operations under emergency conditions which may necessitate missing break time completely.

**6.5 Shift Schedules and Vacation Bidding** - Shift schedules and vacation shall be bid in order of seniority per Article 20.1. The vacation and shift bidding sign up process shall be posted no later than November 1 for the following year's bid.

**(a) Shift Schedules:** Shifts shall be twelve (12) hours in length. Day shift is designated as 0630 to 1830 hours and night shift is designated as 1830 to 0630 hours. The Power Shift will typically be designated from 1030 to 2230 hours.

Shift schedules shall be bid in advance of the calendar year.

The Fire/EMS Dispatch Supervisor will work 4/10's, designated as 1000 hours through 2000 hours, equaling a 40 hour work week.

Both parties agree that if a second Fire/EMS Dispatch Supervisor position is approved through the WhatComm board budget process, supervisors will transition to 12-hour shifts. Both parties agree that additional impacts bargaining will need to occur to convert the supervisors to 12-hour shifts.

**(b) Vacation Bidding:** Approximately one week after the completion of shift bidding, dispatchers will bid vacation days for the following calendar year. Vacation time will be bid by seniority in rounds as specified in department procedures. Selected vacation days must be taken as vacation days. Written requests to cancel selected vacation days will be reviewed on a case by case basis. Employees must have the time available in their vacation bank prior to requesting the time off.

Fire/EMS Dispatch Supervisor vacation requests shall be submitted in writing to the Communications Division Chief.

**(c) Scheduling of Compensatory Time:** The following applies to scheduling of compensatory time off when the Prospect Dispatch center, or any of the four regular shift schedules is running at minimum staffing levels as determined by the Department (2012 minimum staffing is defined as two dispatchers). For the purposes of scheduling compensatory time off, staffing levels of each of the four regular shift schedules will be considered individually:

- i. Employee may only request the amount of compensatory time off they have already accrued. Schedule changes must be approved by the Fire/EMS Dispatch Supervisor or Communications Division Chief during regular business hours or when they are available and on site. Regular business hours are defined as Monday through Friday from 8 AM to 5 PM excluding designated holidays.
- ii. Requests for scheduling of compensatory time off must be submitted no fewer than 14 calendar days prior to the shift being requested. The City will grant requests on a first-come basis, provided that volunteer coverage for the 12 hour overtime shift is found. All requests for compensatory time shall be approved or denied within 7 days of the request. Volunteer coverage will follow the normal overtime hiring process. Should volunteer coverage only be found for 4, 6, or 8 hours of the 12-hour shift, the employee requesting the time off has the option of only taking the partial hours or cancelling the request.
- iii. The department reserves the right to cancel scheduled compensatory time up to 48 hours before the time scheduled off is taken, except that the first two bid compensatory time days each quarter cannot be canceled, once approved.
- iv. Should the employee ask to cancel his/her scheduled compensatory time off, the Department will automatically cash out the scheduled time. Under rare circumstances and upon an employee's written request, the Fire Chief has

sole discretion to allow an employee to retain the cancelled time in his/her accrued compensatory leave bank.

- v. Should the Department request that the employee work during his/her scheduled compensatory time, the employee will have the option of cashing out the time or retaining the time in his/her accrued compensatory leave bank.
- vi. Employees may request, through the Fire Chief or their designee, to reschedule non-bid compensatory time. If the request is approved, the rescheduling of non-bid compensatory time must follow the appropriate process as outlined in 6.5(c).

The following applies to scheduling of compensatory time off when the Prospect Dispatch center, or any of the four regular shift schedules is running **above** minimum staffing levels as determined by the Department (2012 minimum staffing is defined as two dispatchers). For the purposes of scheduling compensatory time off, staffing levels on each of the four regular shift schedules will be considered individually:

- i. Employee may only request the amount of compensatory time off they have already accrued. Schedule changes must be approved by the Fire/EMS Dispatch Supervisor or Communications Division Chief during regular business hours or when they are available and on site. Regular business hours are defined as Monday through Friday from 8 AM to 5 PM excluding designated holidays
- ii. Requests for scheduling of compensatory time off submitted no fewer than 14 calendar days prior to the shift being requested shall be considered "protected" time off. All requests for compensatory time shall be approved or denied within 7 days of the request.
  - The City will grant requests on a first-come basis. The department reserves the right to cancel scheduled compensatory time up to 48 hours before the time scheduled off is taken, except that the first two

bid compensatory time days each quarter cannot be cancelled, once approved.

- iii. Requests for compensatory time off submitted fewer than 14 calendar days prior to the shift being requested will not be "protected" and may be cancelled at the city's discretion at any time.
- iv. Should the employee ask to cancel his/her scheduled compensatory time off, the Department will automatically cash out the scheduled time. Under rare circumstances and upon an employee's written request, the Fire Chief has sole discretion to allow an employee to retain the cancelled time in his/her accrued compensatory leave bank.
- v. Should the Department request that the employee work during his/her scheduled compensatory time, the employee will have the option of cashing out the time or retaining the time in his/her accrued compensatory leave bank.
- vi. Employees may request, through the Fire Chief or their designee, to reschedule non-bid compensatory time. If the request is approved, the rescheduling of non-bid compensatory time must follow the appropriate process as outlined in 6.5(c).

**(d) Voluntary Exchanges of Time**

- i. An employee shall have the right to exchange a workday (Shift) or a partial workday with another employee upon their mutual agreement, subject to the approval of the Fire/EMS Dispatch Supervisor, Division Chief or designee.
- ii. Approval of the employee's request shall not be unreasonably withheld, provided that:
  - Shift exchanges resulting in more than 21 consecutive days off, including vacation days, require approval by the Fire Chief or designee.
  - Shift exchanges shall not result in any additional cost to the City.

- Shift exchanges shall not interfere with Department operations.
- Shift exchanges shall be conducted in accordance with Department policies and procedures.

iii. Leaves While on Exchange

- An employee who cannot work an approved exchange of time because of illness or injury shall reimburse the City from the sick leave accrual bank at the rate required for replacement personnel.
- An employee who is approved to work an exchange may, with management approval, use leave to take time off.

**6.6 Uniform Allowance** - The City will purchase uniform shirts. Employees shall receive a taxable clothing allowance each calendar year to privately purchase their own uniform pants. The uniform pants allowance will be issued by the last day of the February pay period. Effective upon ratification of this Agreement, the uniform pants allowance shall be \$96 each calendar year. Newly hired employees will receive the allowance within sixty (60) days of hire. The City will not pay for alterations of privately purchased uniform pants. All clothing must meet department standards.

## **ARTICLE 7 - SAFETY**

**7.1 Hazardous Conditions** - If an employee reasonably believes a working condition to which he or she is exposed poses an unreasonable risk of harm to the employee or others, the employee will stop working, immediately notify a supervisor of the condition and may report the condition to a Union representative. The Union representative may request and perform a prompt inspection of the condition, together with a representative of the City. The inspection shall be performed at a time and in a manner that will minimize disruption to the City's activities. After consideration of the Union representative's recommendation, the City shall then determine whether any hazard abatement or other action is required before requiring the employee to return to the condition called into question. No employee shall be disciplined for reporting a hazard or requesting an inspection pursuant to this provision.

**7.2 Safety Gear** - When safety gear is required by the City, it shall be provided or fully paid for by the City.

**7.3 Safety Policies** - The City and all employees shall comply with WISHA regulations and City policies and rules related thereto. The City and the Union will work together to assure that such standards are met.

## **ARTICLE 8 - CLASSIFICATION AND JOB DESCRIPTION**

**8.1 Classification Plan** - An employee position classification plan is to be established and maintained by the Human Resources Department for all positions within the jurisdiction of Local 114-F. This will include a documented, written job description and/or classification specification for each position, a copy of which shall be provided to Local 114-F.

**8.2 Change in Classification** - If an employee's job is reclassified to a position that would normally receive a lesser rate of pay, or if an employee is required to serve in a lower classification, that employee's previous rate of pay shall be continued until exceeded by the new classification's pay rate.

The City will provide the Union with a copy of the job description when a new position is created or an existing position is revised. If the City believes the position should be excluded from the bargaining unit, the City shall notify the Union. If the Union takes exception to the position being given such status, it shall notify the Human Resources Manager within 10 working days from the receipt of the job description. If thereafter, the parties cannot reach agreement in regard to the status of the position, the matter shall be referred to the Public Employment Relations Commission (PERC) for resolution.

The City may, at its discretion, fill such new or vacant position prior to PERC's determination. In the event PERC upholds the Union's position, the position shall be immediately placed in the Local 114-F bargaining unit.

**8.3 New Classification** - The City will notify the Union when a new classification is created. If the Union disagrees with the proposed pay rate, the Union will notify the City and negotiations will commence not later than 30 working days from the date of the notice.

## **ARTICLE 9 - JOB AUDIT**

**9.1** A job audit may be requested when there has been a substantial and permanent change in the duties and responsibilities since the last significant revision of a job description or last job audit review. The employee may request the review. The request should be submitted using the appropriate form with a justification for the request that includes the following information:

**(a)** New duties and responsibilities assigned on a continuing basis must be identified. Other inaccuracies in the job description must be specifically pointed out. If the job description does not reflect essential and significant duties assigned on a regular and recurring basis, the employee must clearly identify those duties.

**(b)** The reasons for believing the job may be classified incorrectly should be clearly stated.

**9.2** The department head or designee will review the job audit request form and discuss it with the employee. The department head will complete his/her section of the job audit request form to ensure the description is accurate and up to date. A copy of the comments will be provided to the employee. The department head will forward the job audit request form to the Human Resources Manager within thirty days of receipt from the employee.

**9.3** The Human Resources Manager or designee will review the request and make a determination if a new job description is necessary and/or if the job is accurately classified. The review may include a desk audit or discussion with the employee and the supervisor and/or department head.

**9.4** The Human Resource Manager's decision, with an explanation of the findings, will be provided to the employee and the department head within five months of the date the

complete audit request was submitted to the Human Resources Department. If the decision supports reclassification which results in an upgrade, the pay action will be effective the date the request was received in the Human Resources Department. If the decision is to downgrade the position, the employee will retain pay but will not receive any further increases until the incumbent's pay is within the salary range for the reclassified position.

**9.5** An employee may appeal the classification decision of the Human Resources Manager to the Bellingham Civil Service Commission.

**9.6** At any time in this process, if it is found that the employee is being assigned or performing higher grade duties which change the grade of the position, such duties may be withdrawn based on budgetary limitations or sound position management principles. If the decision is to continue to assign the duties to the employee, the position description will be revised to reflect the duties and appropriate changes in the classification will be effected.

## **ARTICLE 10 - WASHINGTON STATE PAID SICK LEAVE**

**10.1** The City will provide paid sick leave in accordance with the Washington State Sick Leave Law. The parties will bargain a sick leave policy during the term of this agreement. Contract Sick leave will be accrued at 8 hours per month MINUS the state sick leave accrual for the same month period. Eg: accrual of 3 hours of state sick leave will result in 5 hours contract leave and accrual of 5 hours of state leave will result in 3 hours of contract leave. At the end of each calendar year, up to 40 hours of state sick leave will be rolled over per the law. Any remaining hours in the state sick leave bank will be removed. An equivalent number of contract sick leave hours will be placed in the contract sick leave bank.

**10.2 Washington State Sick Leave Bank Cascade** – Washington State sick leave requested in excess of the accrued leave balance available will default in the following order and draw down available balances until the request is filled or until no paid leave time is available and will then revert to leave without pay (LWOP):

1. Contract Sick Leave
2. Compensatory time
3. Vacation
4. Leave without pay (LWOP)

## ARTICLE 11 - CONTRACT SICK LEAVE

**11.1 Contract Sick Leave Accrual** - Benefits eligible employees accrue up to 8 hours contract sick leave, calculated in conjunction with Washington State paid sick leave, for every calendar month they are in paid status for 120 hours or more, beginning with their adjusted start date:

A maximum of 1040 hours of contract sick leave may be accumulated.

**11.2 Use of Sick Leave** – Contract sick leave may be requested and shall be approved for the following reasons:

- employee's illness;
- medical, dental, or vision appointments in accordance with Article 11.3;
- to care for:
  - a child of the employee with a health condition that requires treatment or supervision; or
  - a spouse\*, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition;
- the employee's physical or mental incapacity to such an extent that the employee is unable to perform the duties of their position, unless released by their physician for light duty
- Enforced quarantine in accordance with certain health regulations

\*For purposes of this article, the term "spouse" shall also include any Washington State Registered Domestic Partner.

Accrued contract sick leave is accrued during a calendar month, and may be used in the following month after it is accrued.

**11.3 Approval of Contract Sick Leave Requests** – When possible, an employee shall notify the department two hours prior to the start of each shift that he or she is unable to report for duty and the reasons for sick leave. Failure to do so may be cause for denial of contract sick leave pay. Disciplinary action may result from an unauthorized absence. Except

in rare situations, employees will not schedule medical, or vision appointments during scheduled work time. Use of contract sick leave for such appointments requires written authorization of the Fire Chief. Where serious medical conditions exist, the Fire Chief may grant "blanket" authority to an employee for scheduling of appointments during scheduled shifts. The employee will notify the Communications Division Chief at the time the appointment is scheduled.

**11.4 Medical Certification** - Employees requesting approval of more than 3 days contract sick leave may be required to provide their department head with a doctor's statement which supports the necessity for the absence. Failure to submit such documentation, when requested, may result in disciplinary action for unauthorized absence.

**11.5 Perfect Attendance Bonus Day** – Any time a bargaining unit member who attains a record of twelve (12) consecutive pay periods of perfect attendance, exclusive of vacation leave, military leave, funeral leave, annual dental or medical check-up if required by the City's insurance carrier and other leave authorized by the City, shall be credited with twelve hours of contract sick leave. Family and Medical leave absences (including FMLA sick, FMLA vacation, FMLA compensatory time off and FMLA unpaid leave) will count as sick leave for the purposes of calculating this incentive.

**11.6 Contract Sick Leave Bank Cascade** – Contract sick leave requested in excess of the accrued leave balance available will default in the following order and draw down available balances until the request is filled or until no paid leave time is available and will then revert to leave without pay (LWOP):

1. Compensatory time
2. Vacation
3. Leave without pay (LWOP)

## **ARTICLE 12 - OTHER LEAVE**

**12.1 Bereavement Leave** - In the event of a death in the immediate family of an employee, that employee shall be granted time off with pay to attend the funeral or otherwise discharge family obligations, as follows:

- Up to three days for one way within 150 miles of Bellingham.
- Up to three additional days with pay may be granted if it is necessary to travel a greater distance than provided above, at the discretion of the department head.

For the purposes of this article, immediate family shall be defined as follows:

- Spouse\* and children of employee;
- grandchildren of employee;
- mother, father, brother, sister of employee;
- mother, father of employee's spouse;
- grandparents;
- grandparents of spouse;
- grandchildren of spouse; and
- any other family member or friend at the discretion of the department head.

\*For purposes of this article, the term "spouse" shall also include any Washington State Registered Domestic Partner.

**12.2 Compassionate Leave** - Employees who suffer an extended serious illness or injury and who have exhausted their accrued leaves (vacation, compensatory time, contract sick leave, etc.) may be eligible for the compassionate leave donation program set forth in City Policy PER 07.01.08.COMPASSIONATE LEAVE DONATION PROGRAM.

**12.3 Dental Leave** – Dental leave of up to three hours per calendar year may be used for a single appointment. This leave must be used in a single increment up to the limit of three hours.

**12.4 Fire/EMS Dispatch Supervisor Compensatory Leave** – Employees in Fire/EMS Dispatch Supervisor positions will be credited with 6 hours of compensatory time per calendar year.

## ARTICLE 13 - HOLIDAYS

**13.1 Entitlement to Holidays** – Benefits eligible employees are paid for up to 13 holidays (11 designated holidays and 2 floating holidays) per year.

Benefits eligible employees receive holidays from the beginning of employment. An employee who is in an unpaid status for the entire pay period in which a holiday occurs will not be entitled to the holiday pay.

**13.2 Designated Holidays:**

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

The Day after Thanksgiving

Christmas (Two Days)

Any day proclaimed by the City of Bellingham as a holiday.

Console-assigned Dispatchers work any holiday their work schedule specifies. Therefore, each console-assigned Dispatcher shall be awarded 12 hours of holiday time (8 hours of holiday time, at time and one half) as each City holiday occurs. This time will be provided as compensatory time and is subject to the provisions addressing compensatory time in Article 16.3 of the bargaining agreement.

Supervisors work any holiday their work schedule specifies. Therefore, each supervisor shall be awarded 12 hours of holiday time (8 hours of holiday time, at time and one half) as each City holiday occurs. This time will be provided as compensatory time and is subject to the provisions addressing compensatory time in Article 16.3 of the bargaining agreement.

**13.3 Entitlement to Floating Holiday** – A benefits eligible employee shall be credited with two 12-hour floating holidays for use by December 31 of the current calendar year. An employee working in the Fire/EMS Dispatch Supervisor position shall be credited with three 8-hour floating holidays for use by December 31 of the current calendar year. New employees with an Adjusted Hire Date of October 1 or earlier will be credited with one floating holiday on their Adjusted Hire Date; new employees hired after October 15 will not be credited until the next January. Unused floating holidays will not be carried over to the next calendar year or paid upon retirement or termination of employment. If unused, they will be forfeited. The floating holidays will be awarded based upon standard hours worked (e.g. 12-hour shift employees will receive a 12 hour floating holiday), except supervisor shall be awarded 8 hour floating holidays as described above. Floating holidays must be used in full shift increments. Supervisors may use additional leave banks to achieve 10 hours (full shifts) off.

Floating holidays may be scheduled immediately following the vacation bid, based upon seniority. Floating holidays may also be scheduled when staffing levels are long. Floating holidays cannot be scheduled if it would result in overtime costs. Management may cancel non-bid floating holidays with a minimum of 48 hours of notice. Management may not cancel bid floating holidays. For the Fire/EMS Dispatch Supervisor, floating holidays will be submitted for approval to the Communications Division Chief.

In the event management cancels a floating holiday, the employee may reschedule the day with approval of the Fire/EMS Dispatch Supervisor or the Communications Division chief. If, after the cancellation, there are no available shifts before the end of the year, the holiday hours will be cashed out at the employee's normal rate of pay.

## **ARTICLE 14 - VACATIONS**

**14.1 Vacation Accrual** – Benefits eligible employees shall accrue vacation credit for each calendar month of service in which they were in paid status for 120 hours or more.

**14.2 Accrual Schedule:**

<b>During Year:</b>	<b>Hours Per Month</b>	<b>Hours Per Year</b>
0-1 <sup>st</sup>	7.33	88
2 <sup>nd</sup>	8.67	104
3 <sup>rd</sup>	9.33	112
4 <sup>th</sup>	10.00	120
5 <sup>th</sup>	10.67	128
6 <sup>th</sup>	10.67	128
7 <sup>th</sup>	11.33	136
8 <sup>th</sup>	12.00	144
9 <sup>th</sup>	12.00	144
10 <sup>th</sup>	13.33	160
11 <sup>th</sup>	13.33	160
12 <sup>th</sup>	14.00	168
13 <sup>th</sup>	14.00	168
14 <sup>th</sup>	14.00	168
15 <sup>th</sup>	15.33	184
16 <sup>th</sup>	16.67	200
17 <sup>th</sup>	16.67	200
18 <sup>th</sup>	17.33	208
19 <sup>th</sup>	17.33	208
20 or more	18.67	224

**14.3 Vacations Granted** - Vacation leave may be used after the completion of 12 months continuous service. Continuous service shall be determined from the employee's adjusted start date as defined in Article 2.2. With approval of department head or designee, accrued vacation may be used after 6 months of continuous service.

**14.4 Vacation Accumulation** – The limit for vacation accumulation shall be 24 months of accrual.

**14.5 Leave Cash-Out Upon Retirement** - In the event of resignation, termination, or separation from service with the City, an employee's accrued vacation and compensatory time will be cashed out. Unless agreed by the parties, paid leave may not be run out at separation or retirement and the employee's last day worked will be the last day of employment.

**14.6 Annual Vacation Cash Out** - On October 15th of each year, employees will be permitted to cash out up to 40 hours (but not less than 8 hours) of accrued vacation leave, provided the vacation leave bank does not go below 80 hours after the cash out. Vacation leave cash-out payments are made to eligible employees by the pay period ending December 15 of each year.

**14.7 Vacation Leave Bank Cascade** - Vacation leave requested in excess of the accrued leave balance available will default in the following order and draw down available balances until the request is filled or until no paid leave time is available and will then revert to leave without pay (LWOP):

1. Compensatory time
2. Leave without pay (LWOP)

## **ARTICLE 15 - HEALTH AND WELFARE**

**15.1 Medical Dental and Vision Benefit Plans** - Medical, dental and vision benefits will be provided to eligible employees and their dependents who are listed in Article 15.2. Coverage is as set forth in the medical, dental, and vision benefits plan document, including amendments. Copies of these plans are available in the human resources department.

(a) Medical insurance will be provided to bargaining unit employees through City selected providers.

(b) Medical Flexible Spending Accounts (FSAs) will terminate effective December 31, 2016.

(c) In each of 2020, 2021 and 2022, the City will increase the City's contributions toward medical premiums by 5% each year (Maximum Monthly Employer Contribution Amounts will be set forth in Appendix B when determined). If an employee's premium is higher than the Maximum Monthly Employer Contribution Amount, the employee will be responsible for paying the difference. If an employee's premium is lower than the Maximum Monthly Employer Contribution Amount, the Employer will pay 100% of the premium. For employees choosing a High Deductible Health Plan (HDHP) with Health Savings Account (HSA), the City will apply the difference between the HDHP plan premium and the Maximum Monthly Employer Contribution to the employee's HSA account. The combined annual contributions by the City and the employee may not exceed the maximum allowable by the Internal Revenue Service. The HDHP with HSA will comply with all IRS regulations.

(d) Medical plans offered in 2020 will include:

- a. Premera Heritage Plus PPO \$0 deductible
- b. Premera Heritage Plus PPO \$250 deductible
- c. Premera HDHP with HSA

(e) Vision Care: The City will provide vision care benefits for employees and their eligible dependents per the VSP Plan for City of Bellingham E-Team Employees and Dependents, except that:

1. vision exams will be provided annually through the medical plan for employees on any of the non-high-deductible health plans; and,
2. vision exams are not covered for employees who choose the HDHP option.

**15.2 Medical and Vision Benefits Eligibility** – Benefited employees are eligible for the medical plan starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.

### 15.3 Dental Coverage Eligibility

(a) Regular and Limited Term full time employees and their dependents are covered by the dental benefit plan starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.

**15.4 Voluntary Medical Insurance “Opt-Out” with Incentive** - The City will provide a financial incentive for employees declining coverage on the City’s medical plan.

<b>Family Member</b>	<b>Incentive Per Month</b>
Employee	\$150
Spouse	\$150
1 <sup>st</sup> Child Dependent	\$75
2 <sup>nd</sup> Child Dependent	\$75

- Payable monthly as taxable wages, unless the employee elects to contribute an equivalent amount to a deferred savings plan or FSA during the specified enrollment period.
- Capped at employee, one spouse and two children.

**15.5 Life Insurance** - The City will provide the following employees with insurance for life and accidental death and dismemberment for the term of this agreement:

- Regular benefited full-time
- Limited-term employees.

The amount of coverage will be equal to the employee's annual salary, unless the employee is age 65 or older. The amount of the life insurance benefit for employees at age 65 and older will be determined from the schedule of insurance, as identified by the Life Insurance Plan Document on Staff Central.

**15.6 Long Term Disability Insurance** – The City will provide a long term disability insurance program for all benefited employees in the bargaining unit. The City will pay 100 percent of the premium.

**15.7 Health and Welfare Committee -**

The City hereby agrees to maintain a joint labor-management Health and Welfare Committee. This Committee shall meet on an annual basis or as required, on City time, for discussion of health and welfare issues of mutual concern. The Unions shall name one (1) member and one (1) alternate. Other members are appointed by the City and other bargaining units.

The Committee will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to employees and the City. The Committee will have the authority to recommend changes to the plans offered by the City. The City will work with a third-party benefits broker to evaluate feasibility of the recommendations and report back to the Committee. The City recognizes the recommended changes may require ratification by the members. The recommended changes must apply to all participating bargaining units to be implemented.

The Committee shall make a good faith effort to inform all affected employees on how to reduce costs of the medical, dental, and vision services. The union will take an active role in promoting and educating its members in prudent health care use.

**15.8 Wellness Program** - The City agrees to have in place a program (a) to provide employees with information, advice and activities concerning health and fitness with the goal of encouraging healthy lifestyle behaviors to reduce the risk of serious disease and injury, and (b) to encourage bargaining unit members and their families to utilize medical benefits wisely and in a cost-savings manner.

**15.9 COBRA** - Employees will be entitled to receive health and welfare benefits provided by the Federal Comprehensive Omnibus Budget Reconciliation Act of 1986.

## ARTICLE 16 - WAGES

**16.1 Regular Wages** - Wages or salary shall be in accordance with Appendix A, which reflects the following general increases:

- Effective January 1, 2020 3.0% or the first day of the month after both parties ratify, whichever is later.
- Effective January 1, 2021 3.0% or the first day of the month after both parties ratify, whichever is later.
- Effective January 1, 2022 3.0% or the first day of the month after both parties ratify, whichever is later.
- Effective January 1, 2018, in consideration for discontinuation of the Attendance Incentive Program as outlined in Article 10.6 of the 2015-2017 CBA, all bargaining unit classifications shall receive an additional one and three quarters percent (1.75%) increase in base pay.

**16.2 Step Increases** - Full-time employees in continuing positions shall be eligible for step increases as indicated in Appendix A on the anniversary of their adjusted start date in the Prospect classification.

**16.3 Overtime** - Because the Prospect dispatch schedule results in a 42 hour work week, bargaining unit members will be paid at the overtime rate for the 41/42 hours in any week with 40 hours of compensation that includes at least 2 hours of work time. Employees may not hold the 41/42 worked hours for use as compensatory time off. (Example: Employee works 24 hours and is out on vacation for 18 hours. The employee would be paid at straight time for 40 hours and receive overtime for the 41/42 hours).

- When there is no worked time for an entire pay period, the employee does not need to account for more than 40 hours per work week.
- Overtime shall be paid for work in excess of 12 hours per day, rather than in excess of eight hours per day.

- Fire/EMS Dispatch Supervisor duties include both console and non-console time. The Fire/EMS Dispatch Supervisor shall receive overtime for time worked exceeding 10 hours per day unless flex time was requested and approved in advance.
- The Fire/EMS Dispatch Supervisor position falls under the paged overtime rotation and is eligible for voluntary or mandated overtime shifts. The Fire/EMS Dispatch Supervisor will be paid at the appropriate contractual overtime rate when volunteering to cover paged overtime, or when mandated.
- Work performed on scheduled days off shall be paid at the regular overtime rate, except that work performed on the last scheduled day off shall be paid at double time. Double time on the last day off shall not apply when an employee is scheduled at least five (5) calendar days in advance for trainings or meetings. Note: Overtime rates shall not apply when an employee voluntarily exchanges shifts with another employee. The Fire/EMS Dispatch Supervisor position shall not receive overtime for work performed on scheduled days off, except per Article 6.2(c) and FLSA.

**(a)** In the event the City deems it necessary to assign overtime, the employee shall be given reasonable notice. The City shall not be obligated to provide such notice where an emergency condition exists or the employer's ability to maintain a full operation is impaired as a result of employee illness or unforeseen circumstances. The City shall make a reasonable effort to assign overtime changes first on a voluntary basis. In the event no qualified employee volunteers for the overtime, the appropriate supervisor shall make a reasonable effort to take into consideration previous commitments of the employees in making the overtime assignment.

**(b)** An employee who elects to designate earned overtime as compensatory time may accumulate a total maximum bank of 96 straight hours. All accumulated hours over 96 hours will be automatically paid as overtime pay.

Employees may request pay for accrued compensatory time whenever they wish, and it will be paid at the next regular pay period. Requests for payouts must be for a minimum of four hours, unless the employee has less than four hours in which case all compensatory time will be paid out.

**(c)** All accumulated hours over 96 hours will be automatically paid as overtime pay. Employees may request special consideration to increase the banked time to 144 straight hours for the purpose of a planned and scheduled medical leave, such as maternity leave or planned surgery. Such special requests will be submitted in writing to the employee's supervisor and will be considered on a case by case basis. Once the condition prompting the special request no longer applies, the bank limit will return to 96 with any hours over 96 cashed out.

**(d)** Employees with an accumulated compensatory time bank of at least 12 hours may request to schedule the compensatory time off by submitting the request in writing to their supervisor.

**(e)** The City will grant the requests on a first-come basis, provided that volunteer coverage for the 12 hour overtime shift is found and it does not constitute an undue hardship. Volunteer coverage will follow the normal overtime hiring process, but no volunteer for compensatory time coverage shall be compensated at a double time rate allowed in Article 16.3. Should volunteer coverage only be found for 6 hours of the 12-hour shift, the employee requesting the time off has the option of only taking the 6 hours or canceling the request.

**(f)** When a bargaining unit member volunteers to work overtime to cover for another member utilizing compensatory time off, the covering member shall be paid at the overtime rate of time and one half (1 & ½). No double time rate of pay shall be applicable. Such overtime shall be compensated in pay only and cannot be banked as future compensatory time off. In the event a member is on approved compensatory time off and another calls in for an unscheduled leave, this section would not apply to the member filling this unscheduled leave.

Examples of circumstances that constitute an undue hardship include (but are not limited to):

- Mandatory overtime
- Double time pay
- A request that will bring the Dispatch Center below minimum staffing on a fully staffed shift team
- Short term illness that have already generated additional overtime
- Total staffing levels that are two or more below the budgeted number of positions

The requirement to pay a volunteer at the overtime rate of 1.5 shall not constitute an undue hardship.

**16.4 Holiday Pay** - In the event a Dispatcher leaves City employment prior to taking an earned holiday off, he or she will be paid for the holiday hours commensurate with hours earned as identified in Article 13 for each City holiday that has occurred. The floating holidays shall be handled as currently provided for in Article 13.3 of the bargaining agreement.

**16.5 Hire Back** - A hire back is defined as when an employee is asked to return to work any time after completion of his or her regular shift, except when called back within 2 hours prior to the beginning of his or her regularly scheduled shift.

(a) Dispatchers hired back to work the console shall receive a minimum of 4 hours straight time for the time he/she is hired back. Employees shall be paid actual time, at the applicable overtime rate, when returning on scheduled days off for meetings and training sessions.

(b) The Fire/EMS Dispatch Supervisor call-outs shall receive one hour minimum of flex time, or actual time if more than one hour. Call-out hours worked, when pre-approved by the Communications Division Chief, may be paid at a time and one-half overtime rate with a minimum of one hour, or actual time if more than one hour, except when required by the FLSA.

**16.6 Shift Differential** - Dispatchers working the entire day shift (0630 to 1830) receive no shift differential. Dispatchers working the entire night shift (1830-0630) will receive \$1.00 per hour shift differential for all hours worked. Dispatchers working any other hours than the above designated shifts will receive \$1.00 per hour shift differential for any hours worked between 1830 and 0630. No differential is earned for hours worked between 0630 and 1830. No shift differential shall be paid for any period of time for which the overtime rate is being paid except as required by the Fair Labor Standards Act.

**16.7 Schedule Disruption Pay** - Employees who have their shift or schedule modified under Article 6.2 (a) will receive premium pay of 50 percent of base pay for the first day of the new shift or schedule. The remainder of the days will be paid at the rate they would have earned had the change not taken place.

**16.8 Daylight Savings Changeover** - Employees who work 1 extra hour during the fall when clocks are set back 1 hour shall be paid at the appropriate rate for the extra hour worked. Employees who work 1 hour less in the spring when clocks are set ahead 1 hour will not be docked 1 hour pay for that day.

**16.9 Training Pay**

**(a)** The person responsible for training a new dispatcher(s) will be paid a premium of 6% over his/her regular monthly salary for the duration of the time assigned to perform training duties. This will include time off for sick leave, vacation or compensation time. The training pay will conclude when the Dispatcher in Training is assigned to another trainer or is promoted to Fire/EMS Dispatcher. The Fire/EMS Dispatch Supervisor position is not eligible for Training Pay.

**(b)** If the trainer is absent for any period of time and the department requests that another dispatcher complete a trainee report on the trainee's activities and progress, the person who completes this report will be paid a premium of 3% of salary for the shift. Other employees will be expected to participate in training activities as provided for in the job description without additional pay.

**(c)** When trainers are needed, interested employees may submit a letter to the Communication Division Chief, requesting to be considered for this assignment. The

communications Division Chief, in consultation with the Assistant Chief, will select the trainers based on the letter of interest unless otherwise agreed to by the parties.

(d) Up to three trainers may rotate through the training assignment to provide training consistent with the goals and objectives of the training program as approved by the Communications Division Chief. The department will provide an overall training plan that the trainers will be expected to follow. The trainers will be responsible for developing specific lesson plans and providing evaluations and feedback on the trainee's progress to the Communications Division Chief.

**16.10 Certification Premium** - An employee who obtains and maintains the Telecommunicator I, II, and IV certifications through the Washington Criminal Justice Training Commission will receive one percent (1%) certification premium pay, beginning when all three certifications are obtained. This premium may be stacked with any other specialty pay or premium pay. The Fire/EMS Dispatch Supervisor position shall not be eligible for the certification premium. Both parties agree in concept that an alternative to CJTC is needed. Designing an alternative program will be accomplished through LMC.

**16.11 Master Service Premium** - Employees who have reached 8 years of service will be eligible to receive a 1% master service premium. The Fire/EMS Dispatch Supervisor position shall not be eligible for the master service premium. To retain 1% premium, dispatchers must:

- Have no sustained disciplinary action (written warning or above). The Corrective Action Notice will identify the duration of time the employee will not be eligible for the premium;

In addition, must have completed at least one (1) of the following in the preceding year:

- Serve and actively participate on any special committee or cross-functional team (such as CAD team);
- Participate in delivery of public education and/or user outreach programs; or
- Perform two (2) service improvement projects.

**Service Improvement Projects** - Any improvement that increases the effectiveness and efficiency of the dispatch center. Service improvements can include (but not limited to) the updating of resource materials at the consoles (lists, maps, resource manuals), creation of check lists/forms, upgrading of CAD information, organizing/inventorying work stations, and/or assisting with development or revamping of policy/procedures. Projects shall have a written plan of action documenting agreed upon objectives between the dispatcher and Communication Division Chief.

### **16.12 Lead Workers**

**(a) Lead Worker** – One Lead Worker shall be assigned to each shift (D1, D2, N1, N2) with a 6% premium. Employees bidding power shifts will be ineligible for Lead during that bid. The City and Labor will work collaboratively through LMC to design the selection process for Lead Workers.

**(b) Acting Lead Worker** – An Acting Lead Worker will be assigned in the absence of the Division Chief, Fire/EMS Dispatch Supervisor and Shift Lead. Acting Lead Worker's will receive a 6% premium for actual time (in six minute intervals) spent as Acting Lead.

Lead Worker Duties Include:

- Check for staffing levels at the beginning of the shift
- Hire overtime coverage as needed to cover last minute staffing shortages in accordance with department staffing policies. Utilize the Mandatory Overtime Policy/Procedure as appropriate.
- Update the schedule board and seating chart to reflect any changes in staffing. (e.g. sick leave, FMLA, vacation, training)
- Complete password resets for CAD system
- Complete airport gate resets as needed
- Coordinate minor equipment repair (radios, phones and ITSD resources)
- Complete recordings as required for Public Disclosure Requests (PDR)
- Implement shift trainings, track completion or progress when required
- Quality Assurance review work, four quality assurance reviews per work week (up to two hours of shift time will be designated for this work)
- Place “emergency flags” in CAD for emergency responders

- Notify the supervisor and the Division Chief via email of any complaints about services or other issues.
- Notify the supervisor and Division Chief immediately of major equipment malfunctions (e.g. CAD crashes, telephone outages, etc.) and significant events that may impact Prospect
- Note any significant incidents and/or equipment issues in the incident log

Acting Lead Worker Duties Include:

- Check for staffing levels at the beginning of the shift
- Hire overtime coverage as needed to cover last minute staffing shortages in accordance with department staffing policies. Utilize the Mandatory Overtime Policy/Procedure as appropriate.
- Update the schedule board and seating chart to reflect any changes in staffing. (e.g. sick leave, FMLA, vacation, training)
- Complete password resets for CAD system
- Complete airport gate resets as needed
- Coordinate minor equipment repair (radios, phones and ITSD resources)
- Notify the supervisor and the Division Chief via email of any complaints about services or other issues.
- Notify the supervisor and Division Chief immediately of major equipment malfunctions (e.g. CAD crashes, telephone outages, etc.) and significant events that may impact Prospect
- Note any significant incidents and/or equipment issues in the incident log

## **ARTICLE 17 - EXPERIENCED PUBLIC SAFETY DISPATCHER HIRING**

**17.1** The City and AFSCME 114F share a joint interest in attracting and retaining experienced public safety dispatchers.

**17.2 Eligibility** - Experienced dispatchers must have a minimum of 24 months of full time paid experience as an emergency services dispatcher within the last 36 months. The experience must be in a jurisdiction of at least similar size and call volume. The City and the union shall jointly review qualifications of experienced dispatchers to determine

“experienced” placement. WhatComm Dispatchers who transfer to Prospect are subject solely to provision 17.6.

**17.3 Wage Placement** - Newly hired experienced dispatchers will begin at Step 1 of Dispatcher in Training. Upon successful completion of training, the experienced dispatcher will be placed at Step 1 of the fully qualified pay scale effective the first day of the following month. Subsequent step movement will be granted in six month intervals until the new employee achieves step placement that is commiserate with their continuous experience at hire.

(Eg: An experienced dispatcher is hired with 5 years of continuous experience. The dispatcher completes probation and is placed at fully qualified Step 1 on July 1, 2017. On January 1, 2018 they would move to Step 2, on July 1, 2018 they would move to Step 3, on January 1, 2019 they would move to Step 4, July 1, 2019 they would move to Step 5, on January 1, 2020 they would move to Step 6 which is commiserate with their experience at hire. They would then move to Step 7 on January 1, 2021).

**17.4 Sick Leave Bank Adjustment** - Upon hire, experienced dispatchers receive a one-time contract sick leave lump sum of 40 additional hours added to their sick leave bank.

**17.5 Vacation Leave Bank Adjustment** - Upon completion of training and placement on the fully qualified wage scale, experienced dispatchers receive a one-time vacation leave lump sum of 8 hours per year of previous experience added to their vacation leave bank, up to 40 hours. (Eg. 3 years' experience = 24 hour lump sum).

**17.6 WhatComm Transfers To Prospect** - Upon transfer from WhatComm to Prospect, accrued time off currently in leave banks (sick and vacation) will be maintained. Vacation accruals will be calculated based on years of service with the City and transferees will be placed at the appropriate level in the 114F vacation schedule. Upon successful completion of training, the transferred dispatcher will be placed at a step commiserate with their years of experience on the fully qualified pay scale.

(Eg. 15 years of experience will be placed at Step 7, 4 years of experience will be placed at Step 5.) WhatComm transfers will become eligible for the Master Services Premium when they have achieved 8 years of combined dispatch experience.

## **ARTICLE 18 - DISCIPLINARY ACTION**

The City retains the right to discipline, suspend or discharge employees for cause. Probationary employees and employees on time limited appointments are not subject to just cause provisions and do not have access to the arbitration process in Article 19, Step 4. Appeal rights are exclusively through the grievance procedure in this agreement.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.1 Purpose** - The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

### **19.2 Definitions:**

**Grievant:** A Grievant is an employee or group of employees, or in the case of the Union's contractual rights, the Union.

**Grievance:** A dispute involving the application or interpretation of the specific terms of this agreement.

**Civil Service Appeal:** A dispute that may be appealed to the Civil Service Commission. These do not include disputes addressed in Article 18 Article 17 - which are subject to the provisions of Article 19 (Grievance Procedure).

**Days:** Days in this procedure are calendar days.

**19.3 Timeliness** - Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the City at any step in this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the Grievant to lodge an appeal at the next step of this procedure.

Failure on the part of the Grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits shall render the grievance waived.

#### **19.4 Process**

**Step 1: Submission to Division Chief** - Within 15 days of the action or event giving rise to the grievance or when the event becomes known or reasonably should have been known, the employee and/or a shop steward will present the grievance to the Division Chief. The presentation may be oral or written, but it must be stated that it is intended to be Step 1 of a grievance. The following should be stated clearly:

1. The specific action, event or practice that is being grieved and the dates of occurrences.
2. Explanation of why the action is perceived to be in conflict with terms of the contract, including the specific article of the contract concerned.
3. The resolution sought.

The Division Chief will respond within 15 days of presentation of the grievance. Response may be verbal but the supervisor will clearly indicate completion of Step 1 of the grievance.

Time limits at any step of this procedure may be extended by written agreement of the management official and the Grievant.

**Step 2: Presentation to Department Head** - If the grievance is not resolved at Step 1, and the Grievant wishes to pursue the issue further, the Grievant must submit a written

grievance to the department head within 15 days of the response from the first Division Chief or within 15 days of the date when such response was due. A grievance presented by the Union, representing a group of employees, must be signed by the Union president.

The written grievance must contain the information listed under Step 1. Additionally, it must state the date the grievance was presented to the Division Chief and the date of the Division Chief's reply. The Grievant shall provide a copy of the written grievance to the Union and to the Human Resources Manager.

The department head or his or her designee will review the grievance, meet with the parties concerned and provide a written reply to the Grievant with a copy to the Union and the Human Resources Manager.

If the grievance pertains to a matter that cannot be resolved at the department head level, such as application of a City wide policy, the department head will forward the grievance to the Human Resources Manager, with a copy to the Union.

**Step 3: Request for Mediation** - The department head may request mediation at any point in Step 2 by submitting a request to the Department of Human Resources.

If the grievance is not resolved at Step 2, the Union may submit a written request for mediation to the Human Resources Manager within 15 days of the department head's reply or within 30 days of the submission of the grievance to the department head. If the Union and the Human Resources Manager agree, a mediator will be jointly selected. Efforts will be made to acquire no-cost mediation services.

The Union may bypass Step 3 and proceed to arbitration by presenting a written request to the Human Resources Manager within 15 days of receipt of the decision at Step 2, or within 15 days of the completion of mediation.

#### **Step 4: Arbitration**

**(a)** When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within 15 days after submission of the written request for arbitration, the provisions in paragraph (b), below, shall apply to the selection of an arbitrator.

**(b)** In the event an arbitrator is not agreed upon as provided in paragraph (a), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine arbitrators located in Washington and/or Oregon. Once the list of arbitrators is received, the parties shall have the right to strike a name from the panel until only one name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by coin toss.

**(c)** Arbitration proceedings shall be in accordance with the following:

1. The arbitrator, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, data and testimony the arbitrator deems pertinent to the grievance, and shall render a decision in writing to both parties within 30 days, unless mutually extended, of the closing of the record.
3. The arbitrator shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration, which decision shall be final and binding on both parties.
4. The arbitrator shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

5. Each party to the proceedings may call witnesses in the order in which their testimony is to be heard. Testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. The arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
6. Each party shall pay any compensation and expenses relating to its own witnesses and representatives, including attorney fees.
7. In proceedings involving discipline and discharge, the arbitrator shall specify in the award that the City or the Union, whichever is ruled against by the arbitrator, shall pay the compensation of the arbitrator, including necessary expenses. In all other proceedings, the arbitrator's expenses shall be borne equally by the parties.
8. The total cost of the stenographic record, if requested, shall be paid by the party requesting it. If the other party also requests a copy, the party will pay ½ of the stenographic cost.

**(d) Binding Effect of Award** - All decisions arrived at under the provisions of this article by the representatives of the City and the Union at Steps 1, 2, 3 and 4, or by the arbitrator, shall be final and binding upon both parties. However, in arriving at a decision, neither of the parties nor the arbitrator shall have the authority to alter this agreement in whole or in part.

**(e) Limits of the Arbitrator** - The arbitrator cannot order the City to take action contrary to the law.

**(f) No Duty to Maintain Status Quo** - The City has no duty to maintain the status quo or to restore the status quo pending arbitration. However, if a return to the status quo is

ordered by the arbitrator, the return shall be carried out in accordance with the arbitrator's award.

**(g) Freedom from Reprisal** - There shall be no reprisals against the Grievant, or others, as a result of his/her participation in this process.

## **ARTICLE 20 - SENIORITY**

**20.1 Seniority** - Seniority shall be defined as the first day of continuous employment in a bargaining unit position. Seniority for the Dispatchers who transferred from the What-Comm Center to the Prospect Communications Center in 1998 will be based on employment as a Public Safety Dispatcher with the City of Bellingham. All employees hired or transferred after this date will have their seniority based solely on experience at the Prospect Communications Center.

Seniority earned while in the Communications Operations Officer role will be credited to the Fire/EMS Dispatch Supervisor per Civil Service action.

Seniority and Civil Service service credit shall be earned by service credit months. For full-time employees, a service credit month is defined as 1 calendar month in which the employee is paid for 120 hours. Service credit months cannot accrue at a rate exceeding one service credit month per calendar month. No service credit shall be given for any fraction of a calendar month. Service in more than one class or position during a given service credit month shall be credited to the class or position in which the employee actually served the greatest number of working hours.

**20.2 Probation for new employees** - Upon appointment to or conversion to a Union position, probationary periods are as follows:

<b>Type of Appointment</b>	<b>During first</b>
Full-time continuing positions	12 months

**20.3 Reduction in Force** - In the event of a reduction in force, and after the City has determined which services and positions are to be affected by the reduction, employees with less seniority at the Prospect Communication Center shall be laid off first. No employee can be displaced because of a reduction in force displacement of another employee in another bargaining unit.

**20.4 Reinstatement Registers** - Laid off employees shall be placed on the reinstatement register for the position or class from which laid off and shall be recalled to work based upon seniority, provided the recalled employee has the ability to perform the available work. The employee's name shall remain on the reinstatement register for three years. If requested in writing by the employee, an additional year's eligibility shall be granted by the Civil Service Commission. Refusal to accept appointment from a reinstatement register shall terminate all rights granted under this provision.

## **ARTICLE 21 - UNION BUSINESS**

**21.1 Union Officials Extra Duty Pay** - The City agrees to pay, at a straight time rate (except as required by FLSA), or provide relief, for up to two union officials for the following:

- Designated representatives to engage in contract negotiations, and;
- Designated representatives to engage in labor management meetings as described in Article 22, and;
- Other subcommittee workgroup meetings resulting from negotiations and/or Labor Management meetings, determined to be of benefit to the City, and pre-approved for pay.

**21.2 Time Off Without Loss of Pay** - The City agrees to allow time off without loss of pay for the following:

- A designated Union representative shall be granted limited time for the handling of grievances, elections and contract ratification votes provided there is no additional cost to the City;

- A reasonable amount of time shall be granted to the president and to the vice-president of AFSCME Local 114-F for the conduct of business directly pertaining to the administration of the agreement, provided that there is no additional cost to the City; and
- An employee designated as the AFSCME Local 114-F Civil Service representative will be allowed to attend Civil Service meetings when there is an item on the agenda pertaining to Local 114-F. This applies to hours which coincide with his/her regular work shift. The parties agree to make every reasonable effort to avoid additional cost to the City.
- A designated Union representative will be allowed to attend labor relations conferences determined by the City to be of mutual benefit to the parties, provided there is no additional cost to the City.

Union members engaged in the above activities shall not leave their work stations without the prior approval of their supervisor, and shall notify their supervisors upon return to their work station.

**21.3 Time Off Without Pay** - The City agrees to allow employees who are Union officials and conducting business vital to the bargaining unit to have time off without pay. Approval shall be granted upon reasonable prior notice to the department head, and provided no emergency condition exists. This will also apply to delegates elected to attend a state or national conference.

**21.4 Union Representative Access to Work Place** - A Council 2 staff representative shall be allowed reasonable access to Union members during working hours. If the mayor and/or Human Resources Manager determine that the practice is disruptive, they shall have the authority to curtail it. All representatives requesting access to the Dispatch Center must establish and maintain a confidentiality agreement with the department and abide by the terms therein.

**21.5 Limited E-Mail Access** - The City shall allow Union members who have e-mail privileges to use e-mail to send brief messages concerning Union business via the City system. These messages shall be limited to advising members of meeting dates and times

and requesting return phone communications. This shall include use of the Internet e-mail subject to the same restrictions.

This article will be interpreted consistent with PERC law.

## **ARTICLE 22 - DURATION**

Except as otherwise provided herein, the provisions of this agreement shall be effective upon signing and shall remain in full force and effect until December 31, 2022. The parties further agree that no later than 90 days prior to the expiration of this agreement, negotiations shall commence for a successor agreement.

## **ARTICLE 23 - DISTRIBUTION OF CIVIL SERVICE DOCUMENTS**

The City agrees to provide the Union's designated representative with a copy of all documents affecting the bargaining unit the City submits to the Civil Service Commission simultaneously with their submittal to the Civil Service Commission.

## **ARTICLE 24 - LABOR MANAGEMENT COMMITTEE**

**24.1** In recognition of the value of cooperative problem solving, there shall be a joint labor/management committee which shall meet periodically during the term of this agreement to discuss matters of mutual concern.

**24.2** The committee shall meet a minimum of two (2) times each calendar year, with the first meeting of each year occurring no later than June 30.

**24.3** The committee shall meet at the request of either party but the parties shall not be obligated to meet more than once during each calendar quarter.

**24.4** Each party shall advise the other, in writing, at least one week in advance of each meeting, of matters it wishes to discuss.

**24.5** The committee shall consist of 2 members appointed by the Union and 2 members appointed by the City.

## **ARTICLE 25 - DRUG TESTING**

Consistent with the requirements of state and federal law, members of the bargaining unit shall be subject to the drug testing procedures set forth in City Policy PER 01.00.03. Others identified as being in “safety sensitive positions” are also required to pass a drug and alcohol test prior to starting the new position. All members of the bargaining unit are subject to reasonable suspicion testing.

The parties agree that reasonable suspicion testing and post-accident drug testing for marijuana will utilize the Washington State Patrol testing method/s and limits to measure active impairment and;

The Washington State Patrol testing methods and thresholds utilized to measure active marijuana impairment may change, therefore the City of Bellingham will utilize the most accurate, economical and accessible methods available and;

Both parties agree that if the Washington State Patrol changes the testing methodology or limits to measure active marijuana impairment, those which are currently in place at the time of testing will be the measure utilized.

## **ARTICLE 26 - SAVINGS CLAUSE**

Should any provisions of this agreement be found to be in violation of any federal, state or local law, all other provisions shall remain in full force and effect for the duration of this agreement. Should state or federal law require the amendment or deletion of an article or section, the City and the Union shall meet and confer for the purpose of reaching an agreement consistent with such legislation.

**ARTICLE 27 - DEFERRED COMPENSATION**

The City shall provide matching contributions to a deferred compensation plan on a monthly basis, at the rate of up to one and one-half (1.5 percent) percent of the employee's salary per Appendix A. This match is calculated on the basis of 1.5 percent of the employees' monthly salary.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, for **AFSCME LOCAL #114-F:**

\_\_\_\_\_  
*President, AFSCME Local #114-F*

\_\_\_\_\_  
*Council 2 Staff Representative*

\_\_\_\_\_  
*Negotiating Team Member, AFSCME Local #114-F*

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, for the **CITY OF BELLINGHAM:**

**Departmental Approval:**

\_\_\_\_\_  
*Mayor*

**Attest:**

\_\_\_\_\_  
*Finance Director*

\_\_\_\_\_  
*Fire Chief*

**Approved as to Form:**

\_\_\_\_\_  
*Office of the City Attorney*

\_\_\_\_\_  
*Human Resources Services Manage*

## APPENDIX A – SALARY TABLES

APPENDIX A								
CITY OF BELLINGHAM								
2020								
PLAN M								
<u>Fire/EMS Dispatcher Salary Structure</u>								
<u>Local 114 F</u>								
<u>3% Increase January 1, 2020</u>								
Plan includes a deferred compensation match up to 1.5% of the wage.								
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
	<b>\$4,211</b>	<b>\$4,338</b>						
<i>Hourly Rate</i>	24.29	25.03						
Fire/EMS Dispatcher in Training								
	<b>\$4,464</b>	<b>\$4,598</b>	<b>\$4,736</b>	<b>\$4,878</b>	<b>\$5,024</b>	<b>\$5,175</b>	<b>\$5,330</b>	
<i>Hourly Rate</i>	25.75	26.53	27.32	28.14	28.98	29.86	30.75	
Fire/EMS Dispatcher								
	<b>\$6,183</b>	<b>\$6,368</b>	<b>\$6,559</b>	<b>\$6,756</b>	<b>\$6,959</b>			
<i>Hourly Rate</i>	35.67	36.74	37.84	38.98	40.15			
Fire/EMS Dispatch Supervisor*								
*Effective 1/1/2020 Fire/EMS Dispatch Supervisor replaces the Communications Operations Officer								

APPENDIX A

**CITY OF BELLINGHAM**

**2021**

**PLAN M**

**Fire/EMS Dispatcher Salary Structure**

**Local 114 F**

**3% Increase January 1, 2021**

Plan includes a deferred compensation match up to 1.5% of the wage.

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
	<b>\$4,338</b>	<b>\$4,468</b>					
<i>Hourly Rate</i>	25.03	25.78					
Fire/EMS Dispatcher in Training							
	<b>\$4,598</b>	<b>\$4,736</b>	<b>\$4,878</b>	<b>\$5,024</b>	<b>\$5,175</b>	<b>\$5,330</b>	<b>\$5,490</b>
<i>Hourly Rate</i>	26.53	27.32	28.14	28.98	29.86	30.75	31.67
Fire/EMS Dispatcher							
	<b>\$6,368</b>	<b>\$6,559</b>	<b>\$6,756</b>	<b>\$6,959</b>	<b>\$7,168</b>		
<i>Hourly Rate</i>	36.74	37.84	38.98	40.15	41.35		
Fire/EMS Dispatch Supervisor*							
*Effective 1/1/2020 Fire/EMS Dispatch Supervisor replaces the Communications Operations Officer							

APPENDIX A

**CITY OF BELLINGHAM**

**2022**

**PLAN M**

**Fire/EMS Dispatcher Salary Structure**

**Local 114 F**

**3% Increase January 1, 2022**

Plan includes a deferred compensation match up to 1.5% of the wage.

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
	<b>\$4,468</b>	<b>\$4,602</b>					
<i>Hourly Rate</i>	25.78	26.55					
Fire/EMS Dispatcher in Training							
	<b>\$4,736</b>	<b>\$4,878</b>	<b>\$5,024</b>	<b>\$5,175</b>	<b>\$5,330</b>	<b>\$5,490</b>	<b>\$5,655</b>
<i>Hourly Rate</i>	27.32	28.14	28.98	29.86	30.75	31.67	32.63
Fire/EMS Dispatcher							
	<b>\$6,559</b>	<b>\$6,756</b>	<b>\$6,959</b>	<b>\$7,168</b>	<b>\$7,383</b>		
<i>Hourly Rate</i>	37.84	38.98	40.15	41.35	42.59		
Fire/EMS Dispatch Supervisor*							
*Effective 1/1/2020 Fire/EMS Dispatch Supervisor replaces the Communications Operations Officer							

**APPENDIX B - MAXIMUM MONTHLY EMPLOYER CONTRIBUTION AMOUNTS**

Coverage Type	2020 Employer Contribution per Tier
EE	\$717.15
EE & SP	\$1,397.10
EE & 1 CH	\$1,062.10
EE & 2 CH	\$1,344.61
EE SP & 1 CH	\$1,742.05
EE SP & 2+ CH	\$2,024.56

Coverage Type	2021 Employer Contribution per Tier
EE	\$753.01
EE & SP	\$1,466.96
EE & 1 CH	\$1,115.21
EE & 2 CH	\$1,411.84
EE SP & 1 CH	\$1,829.15
EE SP & 2+ CH	\$2,125.79

Coverage Type	2022 Employer Contribution per Tier
EE	\$790.66
EE & SP	\$1,540.31
EE & 1 CH	\$1,170.97
EE & 2 CH	\$1,482.43
EE SP & 1 CH	\$1,920.61
EE SP & 2+ CH	\$2,232.08