

MEMORANDUM OF AGREEMENT

Re: Working Conditions for Employees of the Bellingham Municipal Court

THIS MEMORANDUM OF AGREEMENT (MOA) is by and between the Bellingham Municipal Court ("Court") and the Teamsters Union, Local NO. 231 ("Teamsters"), collectively the "parties."

I. RECITALS

- A. Teamsters represents employees in various City departments, the library, and the Court ("Bargaining Unit");
- B. The City of Bellingham ("City") and Teamsters have entered into the Collective Bargaining Agreement ("Agreement"), effective January 1, 2024, through December 31, 2026, which covers Court employees;
- C. Washington State Court General Rule 29(f) ("GR29") requires the Court's Presiding Judge to be responsible for judicial and administrative duties concerning the Court, including but not limited to supervising the court's daily operation and employees;
- D. In compliance with GR 29, this MOA applies to Court employees' working conditions. The City is responsible for all economic subjects covering the Bargaining Unit; and

II. AGREEMENT

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree to the following:

- 1. The Agreement applies to all Court employees except for the terms provided herein.
- 2. The Agreement shall be modified as provided in Attachment A.
- 3. This MOA's terms shall supersede any conflicting working conditions in the Agreement.
- 4. The terms of this MOA will be incorporated in the parties' successor Agreement, unless otherwise agreed to in writing by the parties.
- 5. This MOA is effective upon full execution.

IN WITNESS WHEREOF, the parties have executed this MOA as their free and voluntary act on the dates below.

BELLINGHAM MUNICIPAL COURT

TEAMSTERS UNION, LOCAL NO. 231


Hon. Debra Lev
Presiding Judge

6/13/24
Date


Rich Ewing
Secretary/Treasurer

5-6-24
Date

Attachment A

ATTACHMENT A

1. The parties agree the following terms provided Articles in the Agreement apply with no changes:

Article	Subject/Issue
1	Union Recognition
2	Definitions
3	Union Membership
4	Check Off Authorization
5	Non-Discrimination
11	Universal Polices
12	Discipline and Discharge
13	Union Business
15	Strike Prohibition
16	Vacation
17	Sick Leave
18	Other Leaves
19	Holidays
20	Lunch and Rest Breaks
21	Health, Dental, Life, Long-Term Disability, Prescription Drug and Vision Insurance
22	Deferred Compensation
23	Salary Schedule
25	Safety Equipment
26	Drug Testing
27	Duration
28	Savings and Separability
Appendices	A & B

2. The parties agree to amend the terms of the Agreement for Court employees, as follows:

The CITY OF BELLINGHAM, a first-class municipal corporation of the State of Washington (hereinafter the "City") and GENERAL TEAMSTERS UNION LOCAL 231 of the International Brotherhood of Teamsters (hereinafter the "Union"), in consideration of the mutual covenants herein, agree as follows:

GENERAL PURPOSE

In order to serve the interests of the citizens of Bellingham, the City and the Union do hereby reach agreement for the purpose of establishing and enhancing a relationship between the City and its professional and supervisory employees conducive to productivity, efficiency, morale and a mutually beneficial working relationship between the parties.

For terms concerning working conditions in this Agreement covering Court employees, the "City" or "employer" shall refer to the Bellingham Municipal Court ("Court"). Except for Article 14 (Grievance Procedure), references to "Department Head" shall mean "Court Director." References to "Mayor" shall mean "Presiding Judge."

In accordance with the state Supreme Court's General Rule 29, the Presiding Judge of the Court shall supervise the Court's daily operations and shall maintain full control over the working conditions, hiring, discipline, and termination decisions of all Court employees.

ARTICLE 6 – PROFESSIONAL LICENSURE AND DEVELOPMENT

6.1 Professional Licenses and Memberships

The City will pay for professional membership fees or renewing individual professional licenses or certifications, when holding such membership or license is a requirement or preferred qualification for the position. Additionally, the City may pay for professional membership fees, licenses, or certifications that provide a benefit to the City.

6.2 Training Opportunities

The City shall provide each employee yearly opportunities to attend prior City-approved professional training events in his/her technical or managerial field.

6.3 Career Opportunities

In the event an opening occurs within the Bellingham Municipal Court for a position within the bargaining unit, employees of the bargaining unit within the Bellingham Municipal Court shall have an opportunity to compete and be considered for the open position. If qualified for the position, they shall be granted an employment interview. The Bellingham Municipal Court retains the discretion to hire the best-qualified applicant for the open position.

ARTICLE 7 – SENORITY AND ARTICLE 8 – REDUCTION IN FORCE

Seniority will be by classification within the Court. Similarly, reduction in force and reinstatement from layoff will also follow seniority by classification within Court.

ARTICLE 9 – WORK SCHEDULE

Add the following language to the Agreement:

Court employees' work schedules shall be set by the Court consistent with the direction of the Administrative Office of the Courts (AOC) and the

Presiding Judge. Unless otherwise directed by the AOC and the Presiding Judge, the normal work week for full-time employees shall be Monday through Friday, forty (40) hours per week, eight (8) hours per day.

ARTICLE 10 - MANAGEMENT'S RIGHTS CLAUSE

Add the following language to the Agreement:

Court Personnel Governed by GR 29(f). All terms and conditions of this Agreement apply to Bellingham Municipal Court ("Court") personnel who are bargaining unit employees. However, pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of the Court is delegated exclusive authority over Court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and discharge decisions, but excluding wages or benefits directly related to wages.

The parties also recognize the judicial and administrative duties in GR 29(f) rest exclusively with the Presiding Judge and cannot legally be delegated to the City Council, Mayor, or the City. Any provision of this Agreement referring to the City Council, Mayor, or the City will be substituted with the Court/Presiding Judge.

JOB POSTING AND VACANCIES

Add the following provision to the Agreement:

Candidate Selection

The Employer and the Union agree that permanent job vacancies shall be filled based on applicants' qualifications, skills, ability to perform the work without training, prior Court or City employment, suitability for the posted position(s), among other factors.

Posting of Vacancies

Job vacancies will be posted internally and externally for at least five (5) working days. Court employees who are absent during the full posting period will receive a notice of the posting by email or text message.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Purpose

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

14.2 Definitions

- **Grievant.** A grievant is an employee or, in the case of the Union's contractual rights, the Union.
- **Grievance.** A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- **Days.** Days in this procedure are normal City office workdays.

14.3 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 of 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 of the grievant (employee or Union) to present or proceed with the grievance within the specified or mutually extended time limits shall render the grievance waived.

14.4 Union Assistance to Grievant

Nothing herein shall prevent an employee from seeking the assistance of the Union, or the Union from furnishing such assistance, at any stage of the grievance procedure.

14.5 Process

Step 1. Informal Level – Informal submission of grievance to Court Director.

Within 20 days following the occurrence of the event, giving rise to the grievance, or 20 days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the Court Director. The employee will advise the Court Director that the matter is a grievance. The Court Director shall respond informally within 10 days of the employee's presentation.

Step 2. Formal Level – Written submission of grievance to the Presiding Judge.

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the Presiding Judge within 10 days after receipt of the informal response. The written grievance shall contain:

- a. A statement of the alleged grievance, including the facts upon which the grievance is based;
- b. Reference to the specific terms of the Agreement which have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

The Presiding Judge shall inform the employee and the Union in writing of the disposition of the grievance within 10 days of the presentation of the written grievance.

Step 3. Request for Mediation– The Union may submit a written request for mediation to the Presiding Judge or designee.

- a. **Individual Grievance.** If the grievance is not settled at Step 2, and the employee wishes to pursue the grievance to Step 3, the employee shall file a request for mediation with the Public Employment Relations Commission (PERC) within 10 days after receipt of the Presiding Judge's written response in Step 2 above.
- b. **Union Grievance.** Any Union grievance involving the interpretation or application of the specific terms of this agreement relating to Union rights, shall be commenced by filing a written grievance in the format outlined in Step 2 above. Such filing shall be within 20 days following the occurrence of the event giving rise to the grievance, or 20 days after the event is known or reasonably should have been known. The Union shall file a request for mediation with the Public Employment Relations Commission (PERC) within 10 days after the receipt of the Presiding Judge's written response in Step 2 above.

Step 4. Arbitration – If no settlement is reached in Step 3, the Union may request that the matter be submitted to an arbiter as hereinafter provided:

- a. Written notice of a request for arbitration shall be made to the Presiding Judge within 10 days of receipt of the disposition letter issued pursuant to Step 3.

- b. Arbitration shall be limited to issue(s) involving the interpretation or application of the specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the Union and the Presiding Judge shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within 10 days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an arbiter.
- d. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the Union and the Presiding Judge shall jointly request the Federal Mediation and Conciliation Service to submit a panel of nine arbiters who reside and/or practice in Washington and Oregon. Such request shall state the issue of the case. When notification of the names of the nine arbiters is received, the Union and Presiding Judge, in turn, shall have the right to strike a name from the panel until only one name remains. The remaining name shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.
- e. The arbitration shall be conducted in accordance with the following procedures:
 - 1. The arbiter, once appointed, shall inform the parties as to procedures not otherwise contained herein.
 - 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance.
 - 3. Each party to the proceedings may call such witnesses as may be necessary. Such 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. Subject to the approval of the arbiter, both parties may submit written briefs within a time mutually agreed upon.
 - 4. The arbiter shall rule only on the basis of information presented in the hearing, and shall refuse to receive any information after the hearing except by mutual agreement of the parties.
 - 5. The arbiter shall render a decision, in writing, to both parties within 30 days of the closing of the record, unless such time is extended by mutual agreement of the parties.
 - 6. The arbiter's decision shall be based upon the record and shall be final and binding upon both parties.

7. The arbiter's fees and expenses, the cost of any hearing room, the cost of the shorthand reporter, and of the original transcript if requested by the arbiter, shall be borne equally by the City and the Union. All other expenses and costs, including attorney fees, shall be borne by the parties incurring them.

14.6 Binding Effect of Award

All decisions arrived at under the provisions of this article, at any step of this process, shall be final and binding upon both parties; provided, however, that in arriving at such decisions, neither of the parties nor the arbiter shall have the power to alter this Agreement in whole or in part.

14.7 Freedom from Reprisal

Neither the Bellingham Municipal Court nor the Union shall affect reprisals against the grievant or others as a result of his/her participation in this process.

14.8 Applying the Grievance Process for Court Employees

Working Conditions Grievances: For grievances concerning working conditions for Court employees, Step One will be adjusted by the Court Director and Step Two will be adjusted by the Presiding Judge.

Example: If a grievance is filed alleging an employee's work schedule was improperly changed without the required notice, the dispute concerns a working condition subject so the Court shall adjust the grievance.

Economic Grievances: For grievances concerning economics for Court employees, the City shall adjust grievances.

Example: If a grievance is filed alleging overtime pay was improperly calculated, the dispute concerns an economic subject so the City shall adjust the grievance.

Working Conditions and Economics Grievances: For grievances concerning working conditions and economics for Court employees, the Court and the City shall jointly adjust grievances concerning their respective bargaining subjects as outlined in the above step procedures.

Example: If a grievance is filed alleging: (a) an employee's work schedule was improperly changed without the required notice and (b) resulted in the improper calculation of overtime pay, the dispute

concerns both economic and working condition subjects, so the Court and the City shall jointly adjust the grievance.

ARTICLE 24 – JOB AUDIT AND APPEAL

24.1 Job Audit Request

Employees who believe their jobs are not properly described in the current job description for their position and/or evaluated using the SAFE job evaluation system may request a job audit. The request should be submitted utilizing the prescribed job audit request form to the Court Director or designee with a justification that addresses one or more of the following:

- a. The specific inaccuracies in the job description must be pointed out. If the job description does not reflect essential and significant duties which are being assigned on a regular and recurring basis, the employee must clearly identify those duties.
- b. The reasons for believing the job may be improperly evaluated using the SAFE job evaluation system should be clearly stated.

24.2 Court Director Review

The Court Director or designee will review the justification and discuss it with the employee. The Court Director will prepare written comments on the employee's justification indicating agreement or disagreement with the relevant issues addressed in the employee's justification. A copy of the comments will be provided to the employee. The Court Director will forward the employee's request and a copy of the comments to the Human Resources Manager or designee within thirty (30) days of receiving the request.

24.3 Human Resources Review

The Human Resources Manager or designee will review the request and make a recommendation to the Presiding Judge whether a new or revised job description is necessary and/or if the job is accurately evaluated under the job evaluation system in effect. A desk audit or discussion with the employee and the Court Director may be conducted if necessary, to reach a decision.

24.4 Decision Communication and Effective Date of Pay Changes

Human Resources' decision, with an explanation for the findings, will be provided to the employee with a copy to the Court Director within five (5) months of the date the complete audit request was submitted to the Human Resources Department. If it is found that there have been substantial and permanent changes to the essential and significant duties in the current job

description, the job description will be revised, and a new analysis of salary placement will be conducted utilizing the SAFE system. If a salary change is recommended through the SAFE job evaluation system the pay action will be adjusted as of July 1 or January 1, whichever date follows the date the request is received in Human Resources. If the salary change results in placement at a lower salary range, the employee will retain pay but will not receive any further increases until the incumbent's pay is within the new salary range for the position.

24.5 Right to Remove Duties

At any time in this process, if it is found that the employee is being assigned or performing duties which impact 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 job evaluation points will be affected.

24.6 Right to Appeal

Employees who disagree with Human Resources' decision may submit an appeal to the Joint Audit Review Committee within thirty (30) days of the date they are notified of the decision by the Human Resources Department. A desk audit with the employee and Court Director or designee will be conducted by the Committee. The Committee will determine if the position is accurately evaluated under the SAFE job evaluation system based on the job factors used by the system, including: Work Level, Work Complexity, Working Conditions, Mental Stress and/or Effort, Interpersonal Skills and Communication Skills, Level of Responsibility, Organizational Impact and Consequences. The decision of the Committee and the resulting points and salary grade are final.

24.7 Joint Audit Review Committee

The parties have established an Appeal/Audit committee comprised of two S&P members selected by the Union, and two members selected by management, not more than one of which will be from Human Resources. The Committee has established details of how it functions and is charged with responsibility for resolving appeals of job audit decisions or salary grade placement based on the Systematic Analysis and Factor Evaluation System (SAFE) job evaluation system relative to other positions within the bargaining unit.