

**COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN**

**THE CITY OF BELLINGHAM**

**AND**

**LOCAL NO. 114 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 OF 2018 & 2019**

**THE CITY OF BELLINGHAM and AFSCME LOCAL #114  
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**AGREEMENT BY AND BETWEEN**  
**CITY OF BELLINGHAM**  
**and**  
**LOCAL NO. 114**  
**For the Years 2018 and 2019**

**ARTICLE 1 - PREAMBLE**

This agreement is between the City of Bellingham, hereinafter referred to as the City, and Local No. 114 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 will be in effect for the period stated herein. The officials executing this agreement on behalf of the City and the Union are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations which they represent.

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 will 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 non-uniformed, non-exempt employees of the City of Bellingham in the following positions:

- Regular Full-Time and Part-Time Employees;
- Limited Term employees;
- Employees in Eight to Nine Month Seasonal Positions; and
- Employees in Six to Seven Month Seasonal Positions and Regular Non-benefited Positions who have completed 1040 hours working an average of at least 12 hours per week, on an annual basis, during the 12 months preceding attainment of the 1040 hour

threshold.

Excluded from the bargaining unit are: elected officials; employees in Schedule E positions; positions covered by other City bargaining units; temporary, part-time, or seasonal positions not meeting the criteria for Union membership as stated above.

## 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)

**Exempt Employee:** An individual in a position that is not subject to the overtime provisions of the Fair Labor Standards Act.

**E-Team Employee:** An employee in:

- a continuing position that is not represented by any City bargaining unit and is listed on Plan E;
- the Executive, Council, Legal or Human Resources;
- a position whose work requires handling of confidential labor relations matters, either directly or by providing assistance to those with direct responsibility for that work;
- an elected official position or any other status exempted from bargaining unit coverage.

**Regular Full Time Employee:** An employee in a budget-approved position regularly scheduled to work 40 hours per week, on an annual basis. These positions are eligible to receive benefits.

**Regular Part Time Employee:** An employee in a budget-approved position regularly scheduled to work from 20 to 39 hours per week, on an annual basis. These positions receive benefits as per City policy.

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

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

**Eight to Nine Month Seasonal Position:** An eight to nine month, reoccurring, budgeted seasonal 40-hour per week position. These positions receive benefits as per City policy, except long term disability insurance.

**Six to Seven Month Seasonal Position:** A six to seven month, reoccurring, budgeted seasonal 40-hour per week position, except that Aquatic Invasive Species Prevention Program Staff will be assigned to work 20-40 hours per week. When union eligible (See Article 2.1), these positions receive:

- Paid scheduled holidays (floating holiday excluded) as per Holiday Schedule on Staff Central which occur during employment period. Work performed on the holiday shall be paid at the holiday overtime rate. (See Article 13.5).
- 24 hours of Paid Time Off (prorated for Aquatic Invasive Species Prevention Program Staff based on the number of worked hours) at the beginning of their returning six to seven month season, or first of the month following union eligibility.
  - Paid Time Off will be cashed out at the end of the season, if not already used.
  - Must work to scheduled end of season to be cashed out for any remaining Paid Time Off hours.
- Requests for time off shall be handled as per collective bargaining agreement
- Other clauses of this contract apply to 6-7 Month Seasonal Positions, similar to Temporary Position employees.

**Three to Four Month Seasonal Position:** A three to four month, reoccurring, seasonal position, scheduled up to 40-hours per week. These positions do not receive benefits, except as required by law.

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

**Benefited or Benefits Eligible Position:** Employees in positions included in unit composition, per Article 2.1 except temporary employees who have met the hourly threshold for union membership.

**Regular Non-benefited Position:** A position established to perform continuing duties and regularly scheduled to work part-time basis not more than 69 hours per calendar month, with the exception that Library Pages are permitted to work up to 19 hours per week. These positions do not receive benefits, except as required by law.

**Temporary Position:** A position established to work no more than 6 months at between 17 and 40 hours to meet a short term employment need of City Departments. (These positions will not be used to replace regular budgeted positions.) These positions do not receive benefits, except as required by law.

An individual may work up to a total maximum of 7 months for the following reasons:

- When filling in for an employee on an extended medical absence;
- To meet a special project need of limited scope and duration;
- To perform functions earmarked for possible abolishment;

- To cover a vacant position during recruitment.

**Retirement System Coverage Requirements:** The Public Employees Retirement System's rules mandating inclusion of a position or employee in the system, e.g., a position scheduled to work more than 69 hours per month during any five months in the calendar year and which is continued from year to year is subject to the retirement system.

**Probation:** A trial period following appointment of an individual to a continuing or seasonal position. During this period, employees do not have access to grievance arbitration as provided in Article 18.5 nor in-house consideration for unit positions as provided in Article 19.7.

**Adjusted Start Date:** 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.

**Internal Candidate:** Any employee in the following employment categories from City Policy PER 01.00.06: Regular Employees, Seasonal Employees, Limited Term Employees, Regular Non-Benefitted Employees, in good standing (as defined in Article 15.11) and on City payroll at the time the job announcement is closed; including Seasonal Employees who are in off-season status and intending to return the next season.

### **2.3 New Position Creation**

In the event a new position is created or an existing position is revised, which the City believes should be excluded from the bargaining unit, the City will notify the Union and provide the Union with a copy of the job description. If the Union takes exception to the position being given such status, it will 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 will 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 will be immediately placed in the Local 114 bargaining unit.

### **2.4 Temporary Labor /Agency Workers**

The City agrees not to use temporary workers or agency workers to supplant bargaining unit work unless there is a Labor/Management Committee agreement on the use of such workers. The City also agrees not to use temporary workers or agency workers to perform work for which

any former bargaining unit member who is on layoff is willing and qualified to perform. The Labor Management Committee will establish a procedure to contact and to identify the interests and skills of bargaining unit members who are interested in temporary assignments. The City will endeavor to communicate to the Union President to the best of its ability when a temporary or agency worker is performing bargaining unit work and the reason for the assignment.

## **2.5 Contract**

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 will have any effect upon the condition described in this contract unless signed by the authorized representatives of AFSCME Local 114, WSCCCE Council 2 and the City.

## **ARTICLE 3 - UNION MEMBERSHIP**

### **3.1 Bargaining Unit Member**

All members of the bargaining unit who are members of the Union at the signing of this agreement will remain members in good standing. 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.

Any employee who comes under the jurisdiction of the bargaining unit as outlined in Article 2.1 will, within 30 days of entering the bargaining unit, become and remain a member of the Union for the remaining term of this agreement. In the event said employee does not wish to become a member of the Union because of bona fide religious tenets per RCW 41.56.122(1), he or she will pay each month an amount of money equivalent to regular current union dues to the Union, who will then transmit that amount to a non-religious charity that is agreeable to the Union and the Employee. The parties agree that this Article will be interpreted consistently with state and federal law.

### **3.2 Union Deduction**

The City will make deductions each pay period from an employee's pay for regular Union dues, service fees, and assessments upon the employee's execution of a payroll deduction authorization. Union will provide amount of deductions and effective dates to the City.

### **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 will not be altered for a period of 12 months.

Such transmittals will occur each pay period and will 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 will not be required to prepare more than one check each pay period for transmittal.

### **3.4 Cause for Dismissal**

The failure of a bargaining unit member to pay required Union dues or service fees will be cause for dismissal.

### **3.5 New Employees**

At the Union's request, the City will distribute a union-provided fact sheet to employees at new employee orientation.

## **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 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, exclusive of meal breaks.

**Standard Shift:** Eight working hours between the hours of 8 a.m. to 5 p.m. exclusive of meal breaks.

**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.

**Shift Work:** Positions that are scheduled for multiple shifts in a 24-hour period.

**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 12 midnight to 12 midnight.

**Alternative Day:** A 24-hour period extending from a time other than 12 midnight to 12 midnight, e.g., 12 noon to 12 noon.

**Work Week:** A fixed and regularly recurring period of 7 consecutive days used for the purpose of establishing a schedule.

**Standard Work Week:** The 7-day period Sunday through Saturday.

**Alternative Work Week:** A 7-day period other than Sunday through Saturday, e.g., Tuesday through Monday.

**Schedule:** A fixed and regularly recurring combination of days and shifts worked, and days for the established workweek.

**Standard Schedule:** The 5 shifts falling on Monday through Friday with the 2 days off being Saturday and Sunday.

**Alternative Schedule:** Hours worked and days off for the established work week that varies from the above, e.g., four ten-hour shifts worked Tuesday through Friday with Saturday, Sunday, and Monday off.

**City Hall Work Day:** A day City Hall is normally scheduled to be open for business. Unanticipated closing due to weather or other unforeseen circumstances will count as a normally scheduled day.

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

### **a) Change With Notice:**

The employee is given a written notice at least 10 City Hall days in advance. No pay changes except as defined in ARTICLE 16 - Wages.

### **b) Change Without Notice:**

The employee is not given written notice at least 10 City Hall days in advance. Pay is due as provided in Article 16.10.

### **c) Emergency Change:**

Notification and implementation procedures are as per City of Bellingham Policy PER 7.01.01, Providing City Services During Inclement Weather and the Emergency Operation Plan (date issued) December 31, 2013. Premium pay is due per Article 16.10. All other special pays defined in ARTICLE 16 - still apply.

### **d) 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. See Flextime Guidelines - Appendix F for additional information.

### **e) Alternate Work Schedule:**

The workweek, shift, or schedule may be changed if the department head or designee and two thirds (2/3) of the membership of the affected work group(s) agree to the change. The department head or designee must agree before the vote occurs. Only those actually working the changed workweek, shift, or schedule will be considered "affected" for the purposes of voting. All those entitled to cast a vote will be counted toward the two thirds (2/3) needed for approval of the change. If the change is initiated by the work group, the provisions of Article 16.3a) and 16.3b) and Article 16.10 will not apply. 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.

### **f) Shift Trades:**

Shift workers wanting to work another's shift or partial shift may do so if the following conditions are met:

- i) The shift worker is qualified to act in this capacity;

- ii) The schedule change has the approval of the supervisor; and
- iii) There will be no additional cost to the City and meets the requirements of the FLSA.

### **6.3 Travel and Training Time**

- a)** Employees will travel to and from the job sites from the regularly assigned headquarters on the City's time, in transportation furnished by the City, unless mutually agreed otherwise.
- b)** 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 an 8-hour work day from the work place to the training site and back, whether a driver or a passenger.
- c)** The City may approve tuition reimbursement or payment for courses or tuition reimbursement that is voluntary and outside the employee's regular schedule. Ordinarily, this training is not "hours worked" for compensation purposes. Reimbursement payments may be subject to applicable taxes if the training is voluntary and for purposes of professional growth or if required by IRS rules.

### **6.4 Meal Breaks**

The parties agree to the following provisions, which supersede WAC 296-126-092.

- a)** No employee will be required to work for more than 5 hours without a meal break, except:
  - as provided in Appendix C; or,
  - when emergency conditions exist; or,
  - Library employees who work a shift that is 5 ½ hours or less will not receive a meal break; or,
  - Museum Information/Security Attendants who work a shift that is 5 ½ hours or less will not receive a meal break. When a Museum Information/Security Attendant is scheduled to work a special event that commences immediately after the regular shift and is required to work through the meal break, he or she will be paid at 1 ½ times the regular rate of pay for the meal break.
- b)** In the event an employee is required by the City to work through his or her meal break, he or she will be paid at 1½ times the regular rate of pay for the meal break, except as provided in Appendix C, Work Group Provisions.

An employee who takes the later meal break will also be paid at the rate of 1½ times the regular rate for the missed meal break, but will receive no pay whatsoever for any duty-

free meal break of thirty minutes or more

**c)** Any employee required to continue working after the end of their regular shift for more than 4 continuous hours or called back to work for more than 4 continuous hours will be reimbursed for meal costs as provided below, unless otherwise provided with a meal. If an employee works more than 8 continuous additional hours, the employee will receive two meal costs as provided below, unless otherwise provided with meals.

Breakfast (2 a.m. – 10:00 a.m.)	\$8.00
Lunch (10:00 a.m. – 4:00 p.m.)	\$10.00
Dinner (4:00 p.m. – 2:00 a.m.)	\$10.00

In no event will the City be obligated to provide or reimburse an employee for a meal during the regular work period.

**d)** Employees performing work in the field of such a nature that requires special cleanup because of possible contamination where no adequate sanitary facilities exist at the job site will, for the regularly scheduled meal break, be allowed to travel to the nearest City facility designated by the field supervisor to clean up.

## **6.5 Rest Period**

The parties agree to the following provisions, which supersede WAC 296-126-092.

**a)** An employee will be allowed a rest period of 15 minutes of employer's time for each 4 hours of working time, though no employee will be required to work more than 3 hours without a rest period. Rest periods will be taken as near as possible to the midpoint of the work period or as otherwise operationally feasible.

**b)** 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 will 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.

**c)** The above procedures will not in any way affect operations under emergency conditions which may necessitate missing break time completely.

**d)** City vehicles will not be used for transportation during the rest period unless expressly authorized by the responsible supervisor.

**e)** An employee who misses a rest period will tell a supervisor. Rest periods do not accrue from one day to the next and cannot be cashed out.

**6.5 e) and f), 6.6 AND 6.7 SEE APPENDIX C, WORK GROUP RULES FOR POLICE AND PUBLIC WORKS PLANTS**

## **ARTICLE 7 - SAFETY**

### **7.1 Safety Committee**

The central safety committee, which includes at least 1 Union representative, will continue to promulgate rules and safety instructions for the City.

### **7.2 Hazardous Conditions**

If a supervisor determines a hazardous condition exists, a minimum of 2 qualified employees will be on the job site at all times.

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 will 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 will 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 will be disciplined for reporting a hazard or requesting an inspection pursuant to this provision.

### **7.3 Safety Gear**

Where safety gear or personal protective equipment (PPE) is required/mandated by the City, it will be paid for by the City 100%, excluding safety boots, which will be paid as addressed below. Regular Benefited and seasonal employees who are required by the City to wear safety boots will be offered safety boots as follows: employees may select boots from a City-authorized vendor at work or from a non-City authorized vendor on the employee's own time. Prior to purchasing a pair of safety boots, authorization from a supervisor is required. The maximum amount allowable for a pair of safety boots is \$200. Employees who purchase safety boots from a non-City authorized vendor must submit a receipt for reimbursement. Employees on probation may receive one pair of safety boots. After probation, employees may acquire a second pair of safety boots. Safety boots may be replaced when worn out beyond their useful life. On an exceptional basis and based on the needs of a particular position (e.g., electrician boots), a supervisor may authorize the purchase of one pair of safety boots costing up to \$400

instead of two pairs of safety boots costing up to \$200 each. Failure to wear required safety boots on the job will be grounds to send an employee home without pay.

It will be the responsibility of the employee to wear safe, appropriate personal clothing while at work. The administration will make the determination of what is mandated after considering any recommendation of the safety committee.

#### **7.4 Safety Policies**

The City and all employees will 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.

#### **7.5 CDL Renewals and Required Certifications**

The City will pay for all commercial driver's license endorsement and required certification renewals required by the City. The City will also pay for up to 2 hours of release time to complete any part of the required CDL or certification examination. Additional release time may be approved by a supervisor.

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

#### **8.1 Classification Plan**

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

#### **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 will be continued until exceeded by the new classification's pay rate.

#### **8.3 Job Title Listing**

Appendix A of this agreement, will list currently budgeted job classification titles and pay ranges for positions covered by the bargaining unit. This appendix will be updated as changes occur.

#### **8.4 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.

### **8.5 Market Premium**

Market studies will be regularly conducted during the course of contract negotiations. During mid-term of a contract, a market study may be requested by the Bargaining Unit or the City if there is reason to believe that a classification or position may not be compensated at a market competitive rate. A significant issue in retention, recruitment, or significant disparity with the relevant market will constitute reason for a study. A disparity of 5% or less will not ordinarily result in any change. The result of any market study that indicates more than 5% disparity is subject to negotiations with the bargaining unit. Any market premium or reduction will be reviewed during the next regular negotiations market study.

## **ARTICLE 9 - JOB AUDIT**

### **9.1 Request**

A job audit will be conducted when the Human Resources Department receives a written request that 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 shall 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 Department Head Review**

The department head or designee will review the justification 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 HR Review**

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 HR Decision**

The Human Resource Manager's decision, with an explanation for the findings, will be provided to the employee, the Union, 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 and the decision is to 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 Appeals**

An employee in a position covered by Civil Service may appeal the classification decision of the Human Resources Manager to the Bellingham Civil Service Commission.

#### **9.6 Assignment of Higher Grade Duties**

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 SICK LEAVE**

The City will provide paid state sick leave in accordance with the Washington State Sick Leave Law. The parties will bargain a state sick leave policy during the term of this Agreement. Contract sick leave for those eligible to receive it will be accrued at 8 hours per month MINUS the state sick leave accrual for the same month period, e.g., accrual of 3 hours of state sick leave will result in 5 hours of contract leave; accrual of 5 hours of state sick leave will result in 3 hours of contract leave.

At the end of each calendar year, up to 40 hours of unused state sick leave will roll over to the following year. Any hours above 40 in the state sick leave bank will be removed. An equivalent number of hours that are removed will be placed into the contract sick leave bank of employees entitled to contract sick leave.

Sick leave accruals existing as of January 1, 2018 will be treated as contract sick leave.

## **ARTICLE 11 - CONTRACT SICK LEAVE**

### **11.1 Contract Sick Leave Accrual**

Employees in benefited positions accrue 8 hours total sick leave for every calendar month they are in paid status (excluding compassionate leave) for 120 hours or more, beginning with their adjusted start date, except that employees working less than full time accrue sick leave pro-rata on the basis of actual hours worked.

### **11.2 Use of Contract Sick Leave**

Contract sick leave may be requested and shall be approved for the following reasons:

- An employee's injury or illness;
- Medical dental, or vision appointments, including same-day appointments
- To care for
  - a son or daughter or foster child of the employee or the employee's spouse, with a health condition that requires treatment or supervision; or
  - a spouse\*, parent, parent-in-law, grandparent, grandchild, or sibling of the employee who has a serious health condition or an emergency condition;
  - a child for whom the employee or the employee's spouse serves as a legal guardian or stands in as a parent who has a health condition that requires treatment or supervision.
- 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.

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**

An employee will notify his or her department according to established department procedures at least 15 minutes prior to the start of each shift that he or she is unable to report for duty and the reasons for contract sick leave. Failure to do so may be cause for denial of contract sick leave pay. Disciplinary action may result from an unauthorized absence.

### **11.4 Medical Certification**

Employees requesting approval of more than 5 days contract sick leave may be required to provide their supervisor with a qualified medical provider'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 Vacation or Compensatory Time Leave in Lieu of Contract Sick Leave**

If an employee chooses to use vacation or compensatory time in lieu of contract sick leave, the procedures for requesting and approving contract sick leave, not vacation or compensatory time, will apply.

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

### **11.7 Contract Sick Leave Cash Out**

Contract sick leave may be cashed out on the following terms:

- With an accrual bank of 480 hours on December 15<sup>th</sup>, 25% of the contract sick leave accrued and not used between December 16<sup>th</sup> of the previous year and December 15 of the current calendar year may be cashed out at the rate in effect on December 31<sup>st</sup> of the current calendar year. The employee's contract sick leave balance will be reduced by the amount of leave cashed out.
- With an accrual bank of 720 hours on December 15<sup>th</sup>, 50% of the contract sick leave accrued and not used between December 16<sup>th</sup> of the previous year and December 15<sup>th</sup> of the current calendar year may be cashed out at the rate in effect on December 31<sup>st</sup> of the current calendar year. The employee's contract sick leave balance will be reduced by the amount of leave cashed out.
- With an accrual bank of 960 hours on December 15<sup>th</sup> of the current calendar year, the employee may cash out six (6) contract sick leave days at the rate in effect on December 31<sup>st</sup> of the current calendar year. The employee's contract sick leave balance will be reduced by the amount of leave cashed out.
- For regular part-time and seasonal employees, the amount required in the accrual banks for each set of conditions above will be a pro rata amount, based upon regularly scheduled hours. For example, a 9-month seasonal employee's maximum accrual bank will be 720 hours (75% of 960 hours). A ½ time employee scheduled for 20 hours per week would have a maximum bank of 480 hours (50% of 960).

### **11.8 Contract Sick Leave Retirement Donation**

Upon PERS retirement, an employee may donate up to 40 hours of unused contract sick leave to the City's Compassionate Leave Donation Program.

### **11.9 Contract Sick Leave Donation**

When a bargaining unit member is approved for leave from the Compassionate Leave Donation Program, the City will accept donations of contract sick leave into the Compassionate Leave Donation Program for at least ten calendar days.

## **ARTICLE 12 - OTHER LEAVE**

### **12.1 Bereavement Leave**

In the event of a death in the immediate family of an employee, that employee will be granted paid leave to attend the funeral or to otherwise discharge obligations to his/her family as follows:

- 3 days for travel within 150 miles (one way)
- 6 days for travel beyond 150 miles (one way)

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

- Spouse\* and son, daughter, stepson, or stepdaughter 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

Other paid bereavement leave up to 1 day may be granted for any other family member or friend at the discretion of the department head. If more than 1 day is requested, approval is at the discretion of the Human Resources Manager or designee.

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

### **12.2 Military Leave and Associated Benefits**

- a) **Paid Military Service Leave** – See PER 7.01.14.

### **12.3 Compassionate Leave**

Employees who suffer an extended serious illness or injury and who have exhausted their accrued leaves (vacation, compensatory time, sick leave, etc.) may be eligible for the

compassionate leave donation program set forth in City Policy PER 07.01.08.

#### **12.4 Emergency Absences**

Occasional unexpected events may result in an employee not reporting to work on time (e.g. vehicle breakdown, serious family concerns, household breakdowns that cannot be left unattended). Employee must follow the notice procedures from Article 11.3 and call in advance of the shift unless emergency conditions make it impossible to do so.

Supervisor or designee will normally approve the absence or late reporting time and authorize use of accrued compensatory time, vacation/floating day, or permit straight-pay flextime if within the same work week (e.g. work one extra hour each day for three days following a three-hour absence).

Accrued sick leave may not be used unless the employee or family member is sick.

In determining whether to approve the absence and permit compensatory or vacation pay, or authorize a flextime schedule, the supervisor may consider the emergency nature of the event and the employee's attendance record.

#### **12.5 Jury Duty**

An employee receiving a summons to jury duty will notify their supervisor as soon as possible, but no later than ten (10) working days before the jury duty report date.

The employee will receive regular salary and benefits for the term of the jury duty. If necessary, the City will adjust the employee's work schedule to regular day shift hours for the duration of the jury duty term. (Article 6.2 shall not apply.) An employee released from jury duty during regular day shift hours shall report to the supervisor at the work site for the remainder of the shift. With the approval of the supervisor, the employee may elect to take vacation leave or compensatory time for the remainder of that particular shift.

For rotating shift workers, there must be a minimum of 12 hours from the end of the jury duty term to the resumption of the pre-jury duty work schedule. Hours missed for this reason will be credited as jury duty.

In the event that jury duty occurs while an employee is on vacation leave, the vacation bank will be credited for the actual hours of jury duty.

Payments made to the employee by the Court for jury duty (with the exception of mileage) will

be reimbursed to the City, payable to the City Finance Director, within (10) days of receipt.

## **ARTICLE 13 - HOLIDAYS**

### **13.1 Entitlement to Designated Holidays**

Employees in benefited positions receive 8 hours of holiday pay for 11 designated holidays per year. Eligibility for holiday pay will start 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. Part-time employees are entitled to holidays pro-rated on the basis of budgeted position. Alternative schedule employees will be required to use other paid time accruals to make up a full shift of pay, in addition to the 8 hours of 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

The day before or after Christmas

Any day proclaimed by the City of Bellingham as a holiday. (See Staff Central for specific dates.)

### **13.3 Entitlement to Floating Holiday**

A benefits eligible employee will be credited with one floating holiday for use by December 31 of the current calendar year. New employees with an adjusted start date of October 1 or earlier will be credited with one floating holiday on their adjusted start date and then on January 1 thereafter; new employees hired after October 15 will not receive one 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.

### **13.4 Temporary and Regular Non-benefited Employees**

Temporary and regular non-benefited employees are not granted time off with pay for holidays.

### **13.5 Holiday Pay**

Employees who work on designated holidays will be paid at the rate of 1½ times the regular rate of pay for all hours worked. This is in addition to the regular rate of pay for the holiday and any additional hours worked in excess of regular hours (the worked hours are the equivalent of “double-time-and-a-half” total).

This premium pay does not apply to temporary employees who are paid their regular rate of pay for hours worked (according to FLSA provisions).

### **13.6 Limitation**

- a) An employee who receives double time and one-half compensation for working a paid holiday will not also receive a compensating paid holiday off.
- b) An employee who works in a 7 day per week operation and works on the actual holiday will have the choice of receiving a compensating holiday off or receiving double time and a half compensation for working the holiday. This applies only to the holidays of Christmas and New Year’s Day and only when these holidays fall on a weekend.

### **13.7 Holiday Scheduling**

- a) Except as provided in Appendix C, 6.7 (d), whenever a designated holiday falls on the day preceding the first working day of an employee's work week, the next following day will be considered a paid holiday. Whenever a designated holiday falls on the day following the last working day of an employee's work week, the preceding day will be considered a paid holiday.
- b) For employees on an alternative work schedule (example: “4/10 schedule”) under Article 6.2 e), a designated holiday that falls on the last regularly scheduled day off will be observed on the employee’s next regularly scheduled workday. Otherwise, the holiday will be observed on the last regularly scheduled workday of the preceding workweek.

For purposes of clarification, “Designated Holidays” are specified in Appendix B. “Observed” means the scheduled date on which the employee is not expected to work, in order to observe the holiday. Designated holidays that fall on regularly scheduled workdays are observed on the date they fall but those that fall on regularly scheduled days off are observed on what would otherwise be regular work days.

## **ARTICLE 14 - VACATIONS**

### **14.1 Vacation Accrual**

Benefits eligible employees will accrue vacation credit for each calendar month of service in which they were in paid status (excluding compassionate leave) for 120 hours or more.

Park maintenance seasonal employees will cash out any unused vacation at the end of the season.

Vacation accrual for employees working less than full time is pro-rated based on the accrual schedule below in Article 14.2.

The following bargaining unit members do not earn vacation leave:

- temporary employees
- regular non-benefited employees

**14.2 Accrual Schedule**

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

**14.3 Vacations Granted**

Vacation leave is earned during a calendar month, and may be used in the month following the accrual.

#### **14.4 Holidays During Vacation**

If a holiday specified in this agreement falls within the employee's vacation period, the employee is not charged a vacation day.

#### **14.5 Sick Leave in Lieu of Vacation Leave**

An employee who experiences a serious health condition during their vacation may request to substitute sick leave accrual for vacation accrual. The request may be approved at the sole discretion of the Human Resources Manager, taking into consideration the nature and duration of the illness, possible hospitalization, and other relevant factors. The request must be received no later than one pay period after the employee returns to work.

#### **14.6 Vacation Accumulation**

No vacation accumulation will be allowed in excess of the vacation entitlement for 24 months accrual.

#### **14.7 Vacation Scheduling**

Vacation days will be scheduled by management as nearly as possible with employee seniority and preference, and at times which constitute minimum conflict with the work schedule. For any workgroup that uses a bid process, seniority will be the determining factor in granting requests. Outside of a bid process, a written vacation request made by a more junior employee will not be bumped by a more senior employee's later date request.

#### **14.8 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)

#### **14.9 Annual Vacation Leave Cash Out**

On October 15<sup>th</sup> 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.

#### **14.10 Leave Cash Out upon Retirement**

In the event of resignation, termination, or separation from service with the City, an employee's accrued vacation shall be paid in full except as provided below:

- a) In the event of retirement of a PERS 1 employee, the maximum amount of leave of any kind which can be exchanged for cash at the time of retirement is 240 hours. Any vacation accrued, but not taken, over the 240 hour limitation, or remaining bonus days, or floating holidays, must be run out prior to retirement and shall not under any circumstances be credited in such a way as to increase the employee's retirement benefits in a manner that requires excess compensation payment by the City. For the purposes of this section, "retirement of a PERS 1 employee" shall include any separation from the City that would be considered a retirement for the purposes of calculating PERS 1 retirement payments.
- b) In the event of retirement of a PERS 2 or 3 employee, accrued vacation and floating holidays will be cashed out up to 320 hours only to the extent that such cash out shall not under any circumstances be credited in such a way as to increase the employee's retirement benefits in a manner that requires excess compensation payment by the City to the State Retirement system.

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

#### **15.1 Medical, Dental and Vision Benefits**

- a) Benefit Eligibility
  - i) Regular Full-Time and Limited Term full-time bargaining unit members and any eligible family members may enroll in medical, vision and dental plan coverage starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.
  - ii) Regular Part-Time and Limited Term part-time bargaining unit members may enroll in medical, vision, and dental plan coverage starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position. 8-9 Month Seasonal bargaining unit members are eligible for benefits

only during the months they are in paid status.

- iii) Regular Non-benefited and Temporary employees are not eligible for medical, dental, or vision benefits.
- iv) Eligible family members include an employee's state registered domestic partner and eligible dependent(s), as identified on the State of Washington Registered Domestic Partner registry, and who have completed other required enrollment forms. Employees with state registered domestic partners and eligible dependent(s) may also receive the City's medical opt-out payments, should they choose to do so per the guidelines for that program.

**b) Benefit Providers**

- i) Medical insurance will be provided to eligible bargaining unit employees through a City selected benefit provider. Vision insurance will be provided through the City's self-insured vision plan. During the term of this Agreement the Union and the City agree in principle to partner in exploring comparable plans through other vendors that would provide a premium-savings.
- ii) Medical and vision coverage is set forth in the medical Summary Plan Document (SPD) and vision benefit plan documents, including amendments. Copies of these plan documents are available in the Human Resources Department.
- iii) Dental insurance will be provided through the WSCCCE, Council 2 dental trust. Effective within a reasonable period after ratification of this Agreement, dental insurance will transition to a City selected dental provider.
- iv) If the medical plan vendor(s) change the terms of any of the plans offered, the City can implement those changes on the date the change is effective.

**c) Benefit Choice**

i) Medical Plans:

- Each year, the Union has the option to offer any available employer sponsored plan to its members. The Union must offer a High Deductible Health Plan (HDHP) with a Health Savings Account. In 2018, the following plans will be offered: the Premera Heritage Plus PPO \$0 deductible; Premera Heritage Plus PPO \$250 deductible; United Health Care Navigate \$10 co-pay; United Health Care Navigate \$200 deductible; and Premera HDHP with HSA.

- The parties will meet after premium rates are released for the following year to select new plans, if necessary. No plan will be offered that triggers a federal excise tax (includes Employer contributions to the HSA). Should the parties be unable to select new plans by three weeks prior to the day Open Enrollment begins, the plans for the following year will be the plans that fall just below any applicable federal excise tax cap.
- An employee may choose their family's plan coverage from a HDHP, or from any other available plan selected by the bargaining unit.
- Medical Flexible Spending Accounts (FSA) terminated effective December 31, 2016, except as mutually agreed by the parties in a MOU.

ii) Dental: Dental plan coverage will be provided through the WSCCCE, Council 2 dental trust. Effective within a reasonable period after ratification of this Agreement, dental insurance will transition to a City selected dental provider.

iii) Vision: The City agrees to maintain the vision plan coverage at the current rate of coverage. The vision plan provides coverage for glasses and contacts, and the medical plan provides coverage for eye exams.

**d) Self-Pay of Health Benefits for Dependents**

i) Medical - Bargaining unit members in Regular and Limited Term part-time positions, as well as 8-9 Month Seasonal positions, shall be eligible when in paid status to enroll their eligible dependents in the medical, dental and vision plans by electing to self-pay 100% of the dependent premiums through pre-tax payroll deduction.

ii) Each year during open enrollment bargaining unit members may elect to enroll all, some, or none of their eligible dependents in the medical and vision plans. The enrollment status of those eligible dependents will remain (either enrolled or not enrolled) until:

- A change is made during a future open enrollment period
- The dependent is no longer eligible for enrollment, per underwriting guidelines, or
- There is a change in family status, as defined by the IRS.

iii) The premium amounts will be updated annually, to reflect current medical and City vision plan premiums.

**e) Benefit Cost-Sharing**

i) Medical Plans:

- Premium cost-sharing contributions from the Employer and Employee will be established by a maximum contribution from the Employer as set forth in Appendix D (“Maximum Monthly Employer Contribution Amounts”). The City will increase the City's contributions toward medical premiums by 5% each year in 2018 and 2019. 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 put the difference between the premium for the HDHP plan and the Maximum Monthly Employer Contribution at the employee's tier into a HSA up to the applicable IRS limit. 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.
- Plan premium rates will be established annually by the providers.

ii) Dental Plan:

The Union will provide a trust program to provide dental coverage for eligible bargaining unit members and dependents. Effective within a reasonable period after ratification of this Agreement, dental coverage will transition to a City selected dental provider.

Effective January 1, 2018 until dental coverage transitions to a City selected provider, the City shall pay into the trust a composite rate, which shall be for eligible full-time employees \$123.31 per member per month, and the composite rate for eligible part-time employees shall be \$61.66 per member per month. Should additional funds be required, the employees shall be responsible for all such amounts, and shall assume all risk in connection with this program.

The determination of eligibility requirements, benefit coverage, and all other related matters related to the Union dental trust program shall be the responsibility of the Union, and not the City. The Union agrees to provide the City, upon request, with all information which is reasonably necessary to enable the City to periodically evaluate this benefit program, and ensure itself that funds are being properly spent.

iii) Vision Plan:

The City will pay the full cost of vision coverage.

**f) Voluntary Medical Plan Opt-Out**

The employer will provide the following incentive rates for medical opt-out to employees who voluntarily opt-out eligible enrollees from the City medical coverage:

	<b>Incentive Per Month</b>
Employee	\$150
Spouse Dependent	\$150
1st Child Dependent	\$75
2nd+ Child Dependents	\$75

- Payable monthly as taxable wages
- Capped at employee, one spouse and two children.
- if one child remains on the medical plan and two or more children are opted out, the opt-out payment for children is capped at \$75 per month.
- Eligible enrollees include Washington State registered domestic partners of employees and their eligible dependents.

**15.2 Life Insurance**

The City will provide, life and accidental death and dismemberment insurance for the term of this agreement to all benefit-eligible employees, as defined in the medical, dental and vision section of this Article. The amount of coverage will be equal to the employee’s annual salary, rounded up to the next thousand dollars. There is a reduction in benefits for employees over 65 years old per Certificate and Summary Plan Description.

**15.3 Long Term Disability Insurance**

The City will provide all benefit-eligible employees, as defined in the medical, dental and vision section of this article, the same long term disability insurance plan in effect for E-Team plan employees. The employer shall pay 100% of the premium. Excludes eight and nine month seasonal positions who receive benefits per City policy.

**15.4 Health and Welfare Committee**

The City and Union agree to maintain a joint health and welfare committee. This committee will meet on an annual basis or as required on City time. The Union shall appoint its own representatives to this committee.

### **15.5 Wellness Program**

A wellness program will be established to provide employees with information, advice and activities concerning health and fitness.

### **15.6 COBRA**

Employees will be entitled to receive health and welfare benefits provided by the Federal Consolidated Omnibus Budget Reconciliation Act of 1986. Continuation of dental benefits through COBRA will be provided by the Union dental trust for the dental plan, and, after transition, by the City selected dental provider.

### **15.7 Retirement, Social Security and Workers' Compensation**

The employer shall make the Employer contributions required by statute under the Washington State Public Employees Retirement System (PERS), Federal Insurance Contributions Act (FICA) and the Washington State Industrial Insurance Program.

### **15.8 Employee Assistance Program**

Employee Assistance Program (EAP) benefits will be provided to all bargaining unit employees through a City selected EAP provider.

## **ARTICLE 16 - WAGES AND DEFERRED COMPENSATION**

### **16.1 Regular Wages**

Effective and retroactive to January 1, 2018, all bargaining unit classifications shall receive a five percent (5%) COLA as provided in Appendix A. Retroactive pay will be calculated based on an individual's gross wages (excluding any medical opt-out); employees must be on the payroll at the time of ratification to be eligible to receive it; on a non-precedent setting basis, employees who are on payroll at the time of ratification but who separate employment before retro is paid, will still be eligible for retro. Additionally, on a non-precedent setting basis, employees who completed their full season prior to ratification (eg they didn't quit mid-season), will also receive the retro payment as outlined above. The City will calculate and pay

retro to impacted employees no later than 90 calendar days after ratification by both parties.

## **16.2 Step Increases**

Full-time employees in continuing positions will be eligible for step increases as indicated in Appendix A on their step anniversary date according to PER 07.01.09. Other bargaining unit members will be eligible for any applicable step increase on the completion of 2080 hours unless otherwise indicated on Appendix A. For all leaves exceeding 30 days, the step anniversary date will be adjusted relative to the duration of the absence, rounded to whole months, according to PER 07.01.09.

## **16.3 Overtime**

Except as required by the Fair Labor Standards Act or as specified in this agreement, overtime will be paid at the rate of 1½ times the regular hourly rate of pay as specified in Appendix A for the following reasons:

- a)** Work in excess of 8 hours per shift or in excess of the alternate shift established pursuant to the provisions of Article 6.2e)
- b)** Work performed on the first scheduled day off of the work week will be paid at the regular overtime rate. Work performed on the second scheduled day off will be paid at the rate of double time. These provisions will apply to part time employees only when they have worked at least 40 hours in a workweek prior to working on a scheduled day off. Otherwise, part time employees will receive overtime for work on scheduled days off in accordance with provisions of the FLSA.
- c)** For employees of Police Records when on a 4/10's schedule, work performed on all but the last scheduled day off (weekend) of each workweek will be paid at the regular overtime rate. Work performed on the last scheduled day off of the workweek (whether the third or fourth day off) will be paid at double time. Overtime rates will not apply when an employee voluntarily exchanges a shift with another employee as permitted by their supervisor.
- d)** For employees of Public Works Operations: As has been the custom during the annual "4/10's work schedule, except for calendar Sunday, work performed on all scheduled days off of the employee's 3 day week end will be paid at the regular overtime rate of time and one half. Work performed on calendar day Sunday of the employee's three-day weekend will be paid at double time.

e) In the event the City deems it necessary to assign overtime, the employee will be given reasonable notice. The City will 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. The City will 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 will make a reasonable effort to take into consideration previous commitments of the employees in making the overtime assignment.

f) Subject to the limits established in Article 16.8, an employee may request compensatory time off in lieu of overtime pay, holiday pay, or call out pay, at the rates defined in Sections (3) (4) and (5) of this article.

#### **16.4 Standby Pay**

Employees required by the City to serve on standby will receive \$3.00 per hour of standby pay for each hour served outside the employee's regular work schedule. Shift differential does not apply to standby pay. Standby pay may not be accrued as compensatory time and will not be included in the base rate of pay unless required by law. An employee on standby will not receive Call Out or Call In pay and instead will receive overtime for work outside of regular work hours as follows:

- When the employee is required to respond to a physical location, the employee will be paid overtime from the time of the initial telephone response to the dispatcher until completion of the work.
- Response to a telephone call or similar remote communication will be considered as incidental to standby pay, provided that it lasts 15 minutes or less. Remote communications lasting more than 15 minutes will be compensated with overtime for the length of the telephone call.

Standby will be assigned to eligible Regular Full Time and Seasonal employees at least 2 months in advance through voluntary sign-up and then, if needed, mandated through reverse seniority. Standby will normally be assigned in one week durations. With a supervisor's approval, standby may be traded, provided that no employee may be on standby for more than 3 consecutive weeks. The following work groups may be required to provide one employee on standby at all times:

Communications  
Water - Facilities and Water standards combined  
Streets  
Sewer & Stormwater combined

## Plants Maintenance

The City reserves the right to modify the work groups required to provide standby, provided that prior to assigning standby to a work group not listed above, it will notify the Union at least 90 days in advance.

While on standby, employees are required to:

- be ready and available to work in a safe and responsible manner;
- be available to respond to pages, telephone calls, texts, emails, etc. within 10 minutes; and
- be available to report onsite within Bellingham City limits within approximately 30 minutes of contact.

Employees on standby shall follow any required standby procedures, including using any assigned specialized vehicle and carrying any required equipment or electronic devices. The decision to assign a specialized vehicle is within the City's discretion. An employee on standby who responds to a call for service using a personal vehicle will be reimbursed for mileage incurred in accordance with City policy.

Employees on standby who are required to work more than 4 hours in duration and the work ends within 8 hours of the employee's regularly scheduled shift start time shall be granted uninterrupted time away from work in accordance with Article 16.5 a).

The City reserves the right to continue its practice of requiring employees who are not on standby to remain available for work in emergency events. These employees will not receive standby pay but are eligible for Call Out and Call In pay.

### **16.5 Call Out and Call In**

a) Call Out. "Call out" is any time an employee is asked to return to work after the completion of his or her regularly scheduled shift, unless called out within 2 hours prior to the commencement of his or her regularly scheduled shift.

Employees will receive a minimum of 4 hours straight time for any call out that is 2.67 hours or less (4 divided by 1.5). If the call out period is longer than 2.67 hours, the time will be paid at the rate of 1½ times the regular rate of pay for the total call out period.

Employees called out prior to the beginning of their regular shift and who work continuously until the beginning of their regular shift have the right to complete their regular shift.

Employees called out on holidays or on their last scheduled day off will receive a minimum of 4 hours straight time for any call out that is 2.0 hours or less in duration. If the call out exceeds 2.0 hours, the employee will be paid at double time for the actual hours worked.

Except in declared emergencies, when an employee's call out is more than 4 hours in duration and ends within 8 hours of the employee's regularly scheduled shift start time, the employee will be granted 8 hours of uninterrupted time away from work prior to working their next scheduled shift. The employee will be compensated at the regular rate for any hours of the next scheduled shift that were missed because the employee went home to rest.

b) Call In. "Call-in" is any time an employee is required by the City to work outside of his or her regularly scheduled shift via remote communication, such as by telephone, email, or text. Employees will be paid for call in work lasting at least 15 consecutive minutes at the rate of 1 ½ times the regular rate of pay for the total call in period.

## **16.6 Shift Differential**

### **Definitions:**

**Swing shift:** any shift in which 5 or more continuous working hours fall within the hours of 4 p.m. to midnight.

**Graveyard shift:** any shift in which 5 or more continuous working hours fall within the hours of midnight to 8 a.m.

A shift differential of \$.60 per hour will be paid for swing shift; a differential of \$1.00 per hour will be paid for graveyard shift.

In addition to applying shift differentials to full shifts, any regularly scheduled work of at least 3 hours but less than 5 hours falling within the above defined shift hours will receive the appropriate differential for those hours worked. When an employee is required to work a split shift, any worked hours falling within the swing shift or graveyard hours as defined above will be paid the appropriate differential for those hours worked.

Shift differential will apply in addition to holiday pay (Article 13.5) as appropriate. However shift differential does not apply to any time the overtime rate is being paid, except as required by the Fair Labor Standards Act (for hours worked over 40 in one week).

## **16.7 Out of Classification Pay**

When a supervisor assigns an employee to a higher classified position for 5 or more shifts, the employee will be paid at the rate of the higher classified position for all subsequent shifts.

Once this time requirement is met, the employee will be paid this premium in full shift increments when assigned to work any part of a shift in the higher classified position.

This provision is intended to cover absences of short duration, not to exceed 3 months. Situations of longer duration require a temporary promotion to a higher classification.

### **16.8 Compensatory Time**

Accrued overtime will be paid on the next regular pay check after it has been earned, unless the employee submits a written request to hold overtime on the books for use as compensatory time off. The maximum number of overtime hours that can be held for compensatory time is 90; any accrued hours over that amount will be paid in the manner described above.

In the event 4-hour call out pay would increase the employee's compensatory time accrual above the maximum allowed, the employee shall be cashed out for the entire 4-hour call out.

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. Compensatory time may be used in any increment.

An employee who is separated from employment with the City for any reason shall be paid for all accrued compensatory time.

### **16.9 Lead/Training Pay**

- a) Lead pay will be paid to employees who are assigned by their supervisor to perform lead duties or responsibilities that are not identified as a job duty in the employee's job description or classification specification. Lead pay will be 3% of the employee's regular rate of pay, and will be paid in full-shift increments, for worked time, when any part of the shift is spent in assigned lead activities (e.g., if an employee is scheduled as a Lead for an 8-hour shift but has to leave work due to illness after 5 hours, lead pay is only paid on the 5 hours of worked time).
- b) Training pay will be paid to employees when the following conditions are met:
  - 1. The employee is requested or directed by a supervisor to provide a minimum of one hour of training to another employee or group of employees. Preparation for training is included in training time. Training can include proficiency exercises as part of the training session. Trainers may be asked to provide feedback on a trainee's proficiency as a result of the training; and
  - 2. The training requires specialized skills by the trainer and is more than information sharing, job shadowing, or similar activities. For example, a custodial employee

teaching a co-worker how to wax floors or a Finance employee showing a co-worker how to enter information into a database are not engaged in training. In contrast, a Public Works employee delivering a commercial Driver's License ("CDL") training program to employees seeking to obtain a CDL is engaged in training; and

3. Training is not identified as an essential function in the employee's job description or classification specification. Training may also be referred to as "instruction" or other similar words. If a job description or classification specification states that training "may" be an essential function of the employee's job, training pay shall be paid if training is an infrequent part of that employee's job.

Providing orientation to a new or transferred employee does not constitute training. Training pay will be 3% of the employee's regular rate of pay and will be paid for training hours worked.

Employees will not receive both training and lead pay if assigned both training and lead duties.

#### **16.10 Schedule Disruption Pay**

Employees who have their shift or schedule modified under Article 6.2 6.2b) or 6.2c) will receive premium pay of 50% 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.

#### **16.11 Service Quality Step**

Any employee in Good Standing who has 10 or 20 years of service and is at the top step shall be raised to the Service Quality Step calculated as a 1% step for 10 years, and an additional 1% step for 20 years of service.

**Good Standing:** The employee must remain in Good Standing to continue eligibility for the Service Quality Step. "Good Standing" will be lost immediately upon a sustained first Written Warning (the second step in progressive discipline after a documented verbal warning) or more serious warning for job-related reasons including performance standards, safety violation, attendance, or behavior. Should a disciplinary action be grieved which potentially involves the loss of the Service Quality Step(s) the grievance will waive the contractual Step One level and will be issued at the Step Two level (to Department Head) in order to allow an independent discussion of the matter and expedite the process toward resolution.

In the case of 20+ year employees, the Service Quality Steps will be incrementally removed and regained. At a sustained first Written Warning, 1% will be removed. At a sustained 2nd

Written Warning (with or without suspension), the second 1% will be removed. Those with 10+ years of service and 1% in Service Quality Step will lose and regain their Steps in one increment at the first Written Warning.

“Good Standing” and the affiliated Service Quality Step(s) may be reinstated when the conditions surrounding the discipline are corrected. In the case of a 20+ year employee, 1% will be regained when these conditions are fully corrected. The second 1% will be regained after the Good Standing has been retained for a period of six months. In the case of a 10+ year employee, the 1% step will be reinstated when the conditions surrounding the discipline are corrected. The City will provide reasonable coaching, support and follow-up during the disciplinary process to afford the employee the best chance at being successful.

Note that this reference to progressive discipline in this Article is not intended to apply to all situations, as misconduct or other serious on-the-job infractions may result in expediting the progressive discipline steps and similarly expediting the removal of Service Quality Steps.

#### **16.12 Daylight Savings Changeover**

Employees who work 1 extra hour during the fall (when clocks are set back 1 hour) will 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 lose 1 hour of pay for that day.

#### **16.13 Assumed Hours Method for Worked Hours**

The Department of Labor and Industries allows employers to use one of two methods to report work hours. Employers may report:

- The actual hours worked for each employee, or
- Assume 160 hours/month for all part-time and full-time employees

The City uses the “assumed hours” method for all employees paid on a salary basis. Police Support Services Specialists and Plant Operators are paid on an hourly basis. The City and the Union agree to continue negotiations regarding the transition of remaining employees to pay on an hourly basis.

#### **16.14 See Appendix C, Museum Work Group Rules for Special Events.**

#### **16.15 Matching Contribution**

Effective on May 1, 2012, the date of the health care change, the City will provide a 1.5% matching contribution of eligible, benefited employee’s regular rate of pay per Appendix A, for compensation earned on or after the effective date of the health care change, to a 457 account administered by the International City Managers Association Retirement Corporation (ICMA-

RC).

#### **16.16 Interpreter Pay**

Qualified employees will receive \$8.00 per hour in addition to what the employee would otherwise receive for time spent performing City-required interpreter or translation duties. To be eligible for the pay, the duties must be assigned by a supervisor and must require a minimum of 15 minutes to complete. To be qualified, an employee must be a native speaker, court certified translator, or City approved equivalent.

### **ARTICLE 17 - 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 17.5, STEP 4. Appeal rights are exclusively through the grievance procedure in this agreement.

### **ARTICLE 18 - GRIEVANCE PROCEDURE**

#### **18.1 Purpose**

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

#### **18.2 Union Representation**

An employee has a right to request and have a union representative present at any investigatory interview that the employee reasonably believes could be related to or result in disciplinary action, or disputes related to this agreement. An employee may stop any meeting in progress in order to obtain Union representation. An employee may waive the right to union representation at investigatory interviews.

- a)** The employee has a right to prior consultation with the representative before an investigatory interview.
- b)** The employee has a right to be informed of the subject matter of an investigation before an interview takes place.
- c)** It is the employee's responsibility to contact the shop steward or representative. If a shop steward or representative is available, the interview may be conducted in accordance with the requirements of 17.2. However, if none is readily available, a

reasonable period up to 2 working days will be provided for scheduling the representative. In the case of a serious disciplinary issue and formal investigation, a reasonable period of up to 3 working days may be required.

The Parties agree that a union representative may be useful in resolving a non-disciplinary matter, but there is no right to union representation for a workplace conversation or other work transaction to occur, unless such interaction becomes investigatory or disciplinary during the course of the meeting.

### **18.3 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 16 (Disciplinary Action), which are subject to the provisions of ARTICLE 17 (Grievance Procedure).

**Fact-finding:** A necessary step for Due Process and Just Cause. This may include pre-disciplinary questions, investigatory interviews, or any opportunity to respond to allegations that could lead to discipline.

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

### **18.4 Timeliness**

Grievances will 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 will 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 will render the grievance waived.

### **18.5 Process**

**Step 1:** Submission to First Level Supervisor - 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 first level supervisor. 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:

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

The immediate supervisor 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 level supervisor 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 first level supervisor and the date of the first level supervisor's reply. The grievant will 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 within 15 days of receiving the Step 2 grievance. The meeting may be waived when mutually agreed upon.

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 Director, 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 Human Resources Department.

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 Manager of Human Resources 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**

1. When a timely request has been made for arbitration, the parties will 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 (2), below, will apply to the selection of an arbitrator.
2. In the event an arbitrator is not agreed upon as provided in paragraph (1), above, the parties will jointly request the American Arbitration Association to submit a panel of nine arbitrators from Washington and/or Oregon. Once the list of arbitrators is received, the parties will, in turn, have the right to strike a name from the panel until only one name remains. The remaining person will be the arbitrator. The right to strike the first name from the panel will be determined by coin toss.
3. Arbitration proceedings will be in accordance with the following:
  - a. The arbitrator, once appointed, will inform the parties as to the procedures which will be followed.
  - b. The arbitrator will hear and accept pertinent evidence submitted by both parties and will be empowered to request, through subpoena if necessary, data and testimony the arbitrator deems pertinent to the grievance, and will render a decision in writing to both parties within 30 days, unless mutually extended, of the closing of the record.
  - c. The arbitrator will be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration, which decision will be final and binding on both parties.
  - d. The arbitrator will rule only on the basis of information presented at the hearing and will refuse to receive any information after the hearing except by mutual agreement.
  - e. Each party to the proceedings may call witnesses in the order in which their testimony is to be heard. Testimony will 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, will be confined to and directed at the matters set forth in the grievance.

- f. Each party will pay any compensation and expenses relating to its own witnesses and representatives, including attorney fees.
  - g. In proceedings involving discipline and discharge, the arbitrator will specify in the award that the City or the Union, whichever is ruled against by the arbitrator, will pay the compensation of the arbitrator, including necessary expenses. In all other proceedings, the arbitrator's expenses will be borne equally by the parties.
  - h. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, the party will pay ½ of the stenographic cost.
  - i. Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be bifurcated and resolved in a proceeding separate from and prior to arbitration on the merits of the grievance.
- 4. 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, will be final and binding upon both parties. However, in arriving at a decision, neither of the parties nor the arbitrator will have the authority to alter this agreement in whole or in part.
- 5. Limits of the Arbitrator** - The arbitrator cannot order the City to take action contrary to the law.
- 6. 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 will be carried out in accordance with the arbitrator's award.
- 7. Freedom from Reprisal** - There will be no reprisals against the grievant, or others, as a result of his/her participation in this process.

## **ARTICLE 19 - GENERAL WORKPLACE DISPUTE AND DISCRIMINATION/HARASSMENT**

### **19.1 General Dispute**

A dispute concerning an action or practice alleged to be unfair, inequitable, or which intrudes

on an employee's ability to perform his or her job in a non-hostile work environment, or any workplace relationship issues that affect the parties' ability to work together. The parties will review Alternative Dispute Resolution systems to more effectively resolve disputes of this nature.

## **19.2 Discrimination and Harassment**

There will be no discrimination by the City or the Union against any employee for membership or non-membership in the Union or for past or present Union activities, race, religion, creed, color, national origin, gender, sexual orientation, age or sensory, mental or physical disability. \*\*\*\* A dispute involving the application or interpretation of the specific terms of this agreement must be brought as a grievance, pursuant to ARTICLE 17 (Grievance Procedure). Complaints about discrimination that allege a violation of State or Federal law, such as race discrimination or sexual harassment, should be raised with the Human Resources Department (see PER 11.02.01 ) and are not addressed in this Article or Collective Bargaining Agreement.

## **ARTICLE 20 - SENIORITY, ACCESS TO REGISTERS, LAYOFF AND REINSTATEMENT**

### **20.1 Seniority**

Seniority will be by classification (or series if applicable).

Seniority or service credit will be earned by service credit months. For regular full time employees, a service credit month is defined as 1 calendar month in which the employee is paid for 120 hours of paid time (excluding compassionate leave). For other than full time regular employees, a service credit month is 120 hours. Service credit months cannot accrue at a rate exceeding one service credit month per calendar month. No service credit will be given for any fraction of a calendar month. Service in more than one class or position during a given service credit month will be credited to the class or position in which the employee actually served the greatest number of working hours. A Limited Term Employee does not earn service credit for seniority and is not eligible for this provision 19.5. However, if the incumbent of the Limited Term position is placed into the same classification on a regular and on-going basis, service credits for the time served in the Limited Term position will be assigned to the incumbent.

### **20.2 Probation for new employees**

Upon appointment to or conversion to a Union position, probationary periods are as follows:

<b><u>Type of Appointment</u></b>	<b><u>During first</u></b>
Regular Full-time continuing positions	12 months
Regular Part-time continuing positions	12 months
Eight and nine month seasonal positions	2080 hours

New employees who were previously employed by the City and left in good standing, who have completed their probationary period, and are re-employed in either the same position or a lower classified position in the same series within six months of separation, will not be subject to a probationary period.

### **20.3 Probation for placement in a different position**

Bargaining unit members who apply and compete for a different position within the bargaining unit will be on probation the longer of their remaining probation period or six (6) additional months following the date of placement. For employees who are promoted, the employee may elect or the City may require that the employee return to his or her former position. If during the course of the probation the supervisor determines that the employee is not performing adequately in the new position, he/she will notify the employee in writing and furnish an explanation of the deficient performance and provide a plan for improvement.

### **20.4 Probation for Lateral Transfer**

Bargaining unit members laterally transferred to positions within the bargaining unit to either the same classification or a lower classified position in the same series will be on probation the longer of their remaining probation period or six (6) additional months following the date of lateral transfer. During the 6-month lateral transfer probationary period, the employee may elect, or the City may require, that the employee return to his or her former position. Newly hired employees in their initial 12-month probationary period do not have the right to return to the former position. If, during the course of the 6-month lateral transfer probationary period, the supervisor determines that the employee is not performing adequately in the new position, he/she will notify the employee in writing and furnish an explanation of the deficient performance and provide a plan for improvement. For the duration of the lateral transfer probationary period, all bargaining unit rights will be retained, except the right to grieve a decision to require the employee to return to his/her prior position, unless just cause is shown.

### **20.5 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, the least senior employees in the classification eliminated will be laid off first. Effective with the ratification of the 2006 labor agreement, only seniority earned while serving in this bargaining unit may be used for displacement of members in this bargaining unit. All service credit earned by non-bargaining unit members prior to 12/31/05 will be retained.

### **20.6 Reinstatement from Layoff**

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

**b) Leave Benefits upon Reinstatement**

- 1) Sick leave banks will be restored to the balance accrued and unused at the time the employee separated from City employment up to the maximum balance applicable per the bargaining agreement or City policy and minus any donations or cash-out requested by the employee;
- 2) Vacation and sick leave accrual rates will be restored to the level appropriate to the employee's years of service at the time when the employee was separated from City employment. The accrual rates will be according to the Collective Bargaining Agreement or City policy in effect at the time of the reinstatement;
- 3) Time away from the City will not count toward the employee's years of service or seniority;
- 4) Should the employee return to City employment under any circumstances other than recall from the reinstatement register or returns to employment in a classification other than the classification from which laid off, the employee will be considered a new employee for matters of administering leave benefits;
- 5) Once the employee's eligibility for the reinstatement register has expired the employee will be treated as a new employee for matters of administering leave benefits;
- 6) An employee returning to a position which is not otherwise eligible for leave benefits by Collective Bargaining Agreement or City policy (such as a regular non-benefited position or temporary position) will not be eligible for restoration of leave benefits;
- 7) These agreements apply only when the reason for placement on the reinstatement register was the result of a layoff.

**20.7 Parallel Registers**

Non-Civil Service bargaining unit members who meet the definition of Internal Candidate and

position minimum requirements will be placed on parallel registers and will be considered for all entry level bargaining unit openings for which they apply.

## **ARTICLE 21 - UNION BUSINESS**

### **21.1 Time Off With Pay**

The City agrees to allow time off with pay for the following:

- a mutually agreed upon number of designated representatives to engage in contract negotiations, provided that the number of all union representatives shall be equal to the number of all city representatives.
- authorized Union representatives will be granted limited time off with pay for the handling of grievances, elections, workplace voting, and contract ratification votes;
- up to 4 hours shared per week will be available for the president, the vice-president, and/or the chief steward of AFSCME Local 114 for the conduct of business directly pertaining to the administration of the agreement. These hours do not roll over from one week to the next; and
- employees designated as AFSCME Local 114 Civil Service representatives will be paid for their attendance at Civil Service meetings during those hours which coincide with their regular work shift.
- designated Union representatives will be paid for their attendance at labor relations conferences determined by the City to be of mutual benefit to the parties.
- designated Civil Service union rep will be granted 1 hour per month, non-cumulative to review materials (this will not be overtime but on regular work shift).
- employees appealing issues to an administrative hearing level including Civil Service, arbitration, and mediation.

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

### **21.2 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 will 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.

### **21.3 Union Representative Access to Work Place**

A Council 2 Staff Representative will 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 will have the authority to curtail it.

#### **21.4 Limited E-Mail Access**

The City will allow Union members who have e-mail privileges to use e-mail to send brief messages concerning Union business via the City system. Unless specifically agreed to otherwise, these messages will be limited to matters pertaining to scheduling (union meetings, etc.) and communications with management and representatives of the union (including shop stewards) concerning the administration of the collective bargaining agreement. This will include use of the Internet e-mail subject to the same restrictions. (Note: The City email system is not confidential and these communications may not be private.)

#### **21.5 Membership List**

Each month the City will provide the President of Local 114 with a current list of all members. The list will be in compatible electronic format and will include, if available, name, classification, address, primary phone number, secondary phone number, email address, start date, and work group. The list will be treated as confidential by the Union and will be used only for official communications with members.

#### **21.6 Information Boards**

The City shall allow the Union to place ten (10) bulletin boards in mutually agreed upon locations, which the Union may use for the posting of notices of Union business.

### **ARTICLE 22 - DURATION**

Except as otherwise provided herein, the provisions of this agreement will be effective upon signing and will remain in full force and effect until December 31, 2019. The parties further agree that no later than 90 days prior to the expiration of this agreement, negotiations will commence for a successor agreement.

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

The City agrees to provide the Union's designated Civil Service representative and the Union President with a copy of all documents affecting the bargaining unit the City proposes to submit to the Civil Service Commission simultaneously with their submittal to the Commission's secretary for inclusion on the Commission's agenda.

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

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

The committee will meet a minimum of four (4) times each calendar year, with the first meeting of each year occurring no later than March 30<sup>th</sup>.

The committee may mutually agree to meet additional times.

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

The committee will consist of 3 members appointed by the Union and 3 members appointed by the City, unless otherwise agreed upon.

## **ARTICLE 25 - DRUG TESTING**

Consistent with the requirements of state and federal law, members of the bargaining unit will be subject to the drug testing procedures set forth in City Policy PER 01.00.03. All members of the bargaining unit who are required to have a CDL as a condition of employment are required to pass a drug and alcohol test prior to starting the new position, and are required to comply with random drug testing. Others identified as being in "safety sensitive positions" (e.g. Fleet

Mechanic) 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.

## **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 will 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 will meet and confer for the purpose of reaching an agreement consistent with such legislation.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, for **AFSCME LOCAL #114:**

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

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

**Attest:** \_\_\_\_\_  
*Secretary*

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, for the **CITY OF BELLINGHAM:**

**Approved as to Form:**

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

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

**Attest:**

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

\_\_\_\_\_  
*Deputy Administrator*

**APPENDIX A**  
**CITY OF BELLINGHAM**  
**2018**  
**Non-Uniformed Salary Structure**  
**PLAN B**

**(5% Increase effective and retroactive to January 1, 2018)**

Regular Non-Benefitted (RNB) Step Increases After 1040 Hours	-1-	-2-	-3-		1% Service Quality -4-	-5-		10 Years	20 Years
<b>Salary Grade (B4)</b>	<b>\$1,883</b>	<b>\$1,934</b>	<b>\$1,993</b>		<b>\$2,013</b>	<b>\$2,033</b>			
Hourly Rate	10.86	11.16	11.50		11.61	11.73			
<b>Salary Grade (B3)</b>	<b>\$1,993</b>	<b>\$2,053</b>	<b>\$2,115</b> †		<b>\$2,136</b>	<b>\$2,157</b>			
Hourly Rate	11.50	11.84	12.20		12.32	12.44			
Library Page (RNB)									
<b>Salary Grade (B2)</b>	<b>\$2,115</b>	<b>\$2,175</b>	<b>\$2,242</b>		<b>\$2,264</b>	<b>\$2,287</b>			
Hourly Rate	12.20	12.55	12.93		13.06	13.19			
<b>Salary Grade (B1)</b>	<b>\$2,242</b>	<b>\$2,308</b>	<b>\$2,374</b>		<b>\$2,398</b>	<b>\$2,422</b>			
Hourly Rate	12.93	13.32	13.70		13.83	13.97			
Annual Step Increases for Full Time Part Time Step Increases After 2080 Hours	-1-	-2-	-3-	-4-	-5-	-6-	-7-	1% Service Quality -8-	-9-
<b>Salary Grade (1)</b>	<b>\$2,374</b>	<b>\$2,452</b>	<b>\$2,524</b>	<b>\$2,598</b>	<b>\$2,679</b>	<b>\$2,758</b>	<b>\$2,840</b>	<b>\$2,868</b>	<b>\$2,897</b>
Hourly Rate	13.70	14.15	14.56	14.99	15.46	15.91	16.38	16.55	16.71
Aquatic Center Cashier (RNB)									
Aquatic Leader (RNB)									
Maintenance Aide 2									
<b>Salary Grade (2)</b>	<b>\$2,524</b>	<b>\$2,598</b>	<b>\$2,679</b>	<b>\$2,758</b>	<b>\$2,840</b>	<b>\$2,927</b>	<b>\$3,015</b>	<b>\$3,045</b>	<b>\$3,075</b>
Hourly Rate	14.56	14.99	15.46	15.91	16.38	16.89	17.39	17.57	17.74
Certified Aquatic Leader (RNB)									
Custodian (RNB)									
<b>Salary Grade (3)</b>	<b>\$2,679</b>	<b>\$2,758</b>	<b>\$2,840</b>	<b>\$2,927</b>	<b>\$3,015</b>	<b>\$3,106</b>	<b>\$3,194</b>	<b>\$3,226</b>	<b>\$3,258</b>
Hourly Rate	15.46	15.91	16.38	16.89	17.39	17.92	18.43	18.61	18.80
Maintenance Aide 3									
Aquatic Invasive Species Prevention Program Staff									
Recreation Instructor									
<b>Salary Grade (4)</b>	<b>\$2,840</b>	<b>\$2,927</b>	<b>\$3,015</b>	<b>\$3,106</b>	<b>\$3,194</b>	<b>\$3,296</b>	<b>\$3,396</b>	<b>\$3,430</b>	<b>\$3,464</b>
Hourly Rate	16.38	16.89	17.39	17.92	18.43	19.02	19.59	19.79	19.98
Aquatic Center Main Cashier									
Custodial Maintenance Worker 1									
Museum Visitor Services Attendant									
Office Assistant 1									
Security Information Attendant									
<b>Salary Grade (5)</b>	<b>\$3,015</b>	<b>\$3,106</b>	<b>\$3,194</b>	<b>\$3,296</b>	<b>\$3,396</b>	<b>\$3,497</b>	<b>\$3,600</b>	<b>\$3,636</b>	<b>\$3,672</b>
Hourly Rate	17.39	17.92	18.43	19.02	19.59	20.18	20.77	20.98	21.18
Ambulance Billing and Reimbursement Specialist 1									
Secretary 1									
<b>Salary Grade (6)</b>	<b>\$3,194</b>	<b>\$3,296</b>	<b>\$3,396</b>	<b>\$3,497</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,859</b>	<b>\$3,898</b>
Hourly Rate	18.43	19.02	19.59	20.18	20.77	21.39	22.04	22.26	22.49
Accounting Assistant 1									
Custodial Maintenance Worker 2									
Exhibits Assistant									
Library Clerk									
Office Assistant 2									
Parking Controls Tech 1									
Program Assistant									
Secretary 2									
<b>Salary Grade (7)</b>	<b>\$3,396</b>	<b>\$3,497</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,938</b>	<b>\$4,054</b>	<b>\$4,095</b>	<b>\$4,136</b>
Hourly Rate	19.59	20.18	20.77	21.39	22.04	22.72	23.39	23.63	23.86
Accounting Assistant 2									
Ambulance Billing and Reimbursement Specialist 2									
Library Specialist 1									
Office Assistant 3									
Park Worker									
Secretary 3									
Library Coordinator									
<b>Salary Grade (8)</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,938</b>	<b>\$4,054</b>	<b>\$4,175</b>	<b>\$4,299</b>	<b>\$4,342</b>	<b>\$4,385</b>
Hourly Rate	20.77	21.39	22.04	22.72	23.39	24.09	24.80	25.05	25.30
Accounting Assistant 3									
Court Process Specialist									
Library Specialist 2									
Network Technician 1									
Police Support Services Specialist									
Purchasing and Materials Assistant									
Service Representative 1									
Utility Worker 1									



APPENDIX A

CITY OF BELLINGHAM

2018

Non-Uniformed Compensation Structure

"Grandfathered" Employees

Special Ranges

(5% Increase effective and retroactive to January 1, 2018)

	-1-	-2-	-3-	-4-	-5-	-6-	-7-	1% Service Quality -8-	-9-
								10 Years	20 Years
Annual Step Increases for Full Time									
Part Time Step Increases After 2080 Hours									
<b>Salary Grade (8-1)</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,938</b>	<b>\$4,054</b>	<b>\$4,175</b>	<b>\$4,299</b>	<b>\$4,342</b>	<b>\$4,385</b>
Hourly Rate	20.77	21.39	22.04	22.72	23.39	24.09	24.80	25.05	25.30
Cataloging Technician	(S. James, S. Burmester)								
Library Assistant 1	(F. Fenske)								
Library Assistant 2	(S. Emley)								
<b>Salary Grade (14-1)</b>	<b>\$5,129</b>	<b>\$5,282</b>	<b>\$5,442</b>	<b>\$5,607</b>	<b>\$5,774</b>	<b>\$5,949</b>	<b>\$6,122</b>	<b>\$6,183</b>	<b>\$6,245</b>
Hourly Rate	29.59	30.47	31.40	32.35	33.31	34.32	35.32	35.67	36.03
Incinerator Operator 1	(M. Bastedenbeck, James Walton)								

† Minimum wage will be paid where the contractual rate of pay is less than minimum wage

**APPENDIX A**  
**CITY OF BELLINGHAM**  
**2018**  
**Non-Uniformed Salary Structure**  
**PLAN B**

(0% Increase - reflects classification changes in Public Works effective 8/1/18 and Police Records effective 9/1/18)

Regular Non-Benefitted (RNB) Step Increases After 1040 Hours	-1-	-2-	-3-	1% Service Quality					
				-4-	-5-	10 Years	20 Years		
<b>Salary Grade (B3)</b>	<b>\$1,993</b>	<b>\$2,053</b>	<b>\$2,115</b> †	<b>\$2,136</b>	<b>\$2,157</b>				
Hourly Rate	11.50	11.84	12.20	12.32	12.44				
Library Page (RNB)				<b>\$2,264</b>	<b>\$2,287</b>				
Hourly Rate	12.20	12.55	12.93	13.06	13.19				
<b>Salary Grade (B2)</b>	<b>\$2,242</b>	<b>\$2,308</b>	<b>\$2,374</b>	<b>\$2,398</b>	<b>\$2,422</b>				
Hourly Rate	12.93	13.32	13.70	13.83	13.97				
Annual Step Increases for Full Time Part Time Step Increases After 2080 Hours	-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-
								10 Years	20 Years
<b>Salary Grade (1)</b>	<b>\$2,374</b>	<b>\$2,452</b>	<b>\$2,524</b>	<b>\$2,598</b>	<b>\$2,679</b>	<b>\$2,758</b>	<b>\$2,840</b>	<b>\$2,868</b>	<b>\$2,897</b>
Hourly Rate	13.70	14.15	14.56	14.99	15.46	15.91	16.38	16.55	16.71
Aquatic Center Cashier (RNB)				Maintenance Aide 2					
Aquatic Leader (RNB)									
<b>Salary Grade (2)</b>	<b>\$2,524</b>	<b>\$2,598</b>	<b>\$2,679</b>	<b>\$2,758</b>	<b>\$2,840</b>	<b>\$2,927</b>	<b>\$3,015</b>	<b>\$3,045</b>	<b>\$3,075</b>
Hourly Rate	14.56	14.99	15.46	15.91	16.38	16.89	17.39	17.57	17.74
Certified Aquatic Leader (RNB)									
Custodian (RNB)									
<b>Salary Grade (3)</b>	<b>\$2,679</b>	<b>\$2,758</b>	<b>\$2,840</b>	<b>\$2,927</b>	<b>\$3,015</b>	<b>\$3,106</b>	<b>\$3,194</b>	<b>\$3,226</b>	<b>\$3,258</b>
Hourly Rate	15.46	15.91	16.38	16.89	17.39	17.92	18.43	18.61	18.80
Maintenance Aide 3				Recreation Instructor					
Aquatic Invasive Species Prevention Program Staff									
<b>Salary Grade (4)</b>	<b>\$2,840</b>	<b>\$2,927</b>	<b>\$3,015</b>	<b>\$3,106</b>	<b>\$3,194</b>	<b>\$3,296</b>	<b>\$3,396</b>	<b>\$3,430</b>	<b>\$3,464</b>
Hourly Rate	16.38	16.89	17.39	17.92	18.43	19.02	19.59	19.79	19.98
Aquatic Center Main Cashier				Office Assistant 1					
Custodial Maintenance Worker 1				Security Information Attendant					
Museum Visitor Services Attendant									
<b>Salary Grade (5)</b>	<b>\$3,015</b>	<b>\$3,106</b>	<b>\$3,194</b>	<b>\$3,296</b>	<b>\$3,396</b>	<b>\$3,497</b>	<b>\$3,600</b>	<b>\$3,636</b>	<b>\$3,672</b>
Hourly Rate	17.39	17.92	18.43	19.02	19.59	20.18	20.77	20.98	21.18
Ambulance Billing and Reimbursement Specialist 1				Secretary 1					
<b>Salary Grade (6)</b>	<b>\$3,194</b>	<b>\$3,296</b>	<b>\$3,396</b>	<b>\$3,497</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,859</b>	<b>\$3,898</b>
Hourly Rate	18.43	19.02	19.59	20.18	20.77	21.39	22.04	22.26	22.49
Accounting Assistant 1				Office Assistant 2					
Custodial Maintenance Worker 2				Parking Controls Tech 1					
Exhibits Assistant				Program Assistant					
Library Clerk				Secretary 2					
<b>Salary Grade (7)</b>	<b>\$3,396</b>	<b>\$3,497</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,938</b>	<b>\$4,054</b>	<b>\$4,095</b>	<b>\$4,136</b>
Hourly Rate	19.59	20.18	20.77	21.39	22.04	22.72	23.39	23.63	23.86
Accounting Assistant 2				Park Worker					
Ambulance Billing and Reimbursement Specialist 2				Secretary 3					
Library Specialist 1				Library Coordinator					
Office Assistant 3									
<b>Salary Grade (8)</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,938</b>	<b>\$4,054</b>	<b>\$4,175</b>	<b>\$4,299</b>	<b>\$4,342</b>	<b>\$4,385</b>
Hourly Rate	20.77	21.39	22.04	22.72	23.39	24.09	24.80	25.05	25.30
Accounting Assistant 3				Purchasing and Materials Assistant					
Court Process Specialist				Service Representative 1					
Library Specialist 2				Traffic Worker 1*					
Plants Maintenance Technician in Training*				Utility Worker 1					
Network Technician 1									



**APPENDIX A**  
**CITY OF BELLINGHAM**

**2018**  
**Non-Uniformed Compensation Structure**  
**"Grandfathered" Employees**  
**Special Ranges**

**(0% Increase - reflects classification changes in Public Works effective 8/1/18 and Police Records effective 9/1/18)**

Annual Step Increases for Full Time	-1-	-2-	-3-	-4-	-5-	-6-	-7-	1% Service Quality	-8-	-9-
Part Time Step Increases After 2080 Hours								10 Years	20 Years	
<b>Salary Grade (8-1)</b>	<b>\$3,600</b>	<b>\$3,708</b>	<b>\$3,821</b>	<b>\$3,938</b>	<b>\$4,054</b>	<b>\$4,175</b>	<b>\$4,299</b>	<b>\$4,342</b>	<b>\$4,385</b>	
<i>Hourly Rate</i>	<i>20.77</i>	<i>21.39</i>	<i>22.04</i>	<i>22.72</i>	<i>23.39</i>	<i>24.09</i>	<i>24.80</i>	<i>25.05</i>	<i>25.30</i>	
Cataloging Technician	(S. James, S. Burmester)									
Library Assistant 2	(S. Emley)									
<b>Salary Grade (14-1)</b>	<b>\$5,129</b>	<b>\$5,282</b>	<b>\$5,442</b>	<b>\$5,607</b>	<b>\$5,774</b>	<b>\$5,949</b>	<b>\$6,122</b>	<b>\$6,183</b>	<b>\$6,245</b>	
<i>Hourly Rate</i>	<i>29.59</i>	<i>30.47</i>	<i>31.40</i>	<i>32.35</i>	<i>33.31</i>	<i>34.32</i>	<i>35.32</i>	<i>35.67</i>	<i>36.03</i>	
Incinerator Operator 1	(M. Bastedenbeck, James Walton)									

† Minimum wage will be paid where the contractual rate of pay is less than minimum wage

## APPENDIX B – WORK GROUP PROVISIONS

The following are provisions specific to a specific group of employees or work group, rather than the entire bargaining unit:

### POLICE DEPARTMENT

#### 6.6 24-Hour Rotating Shifts in the Police Department

24-hour rotating shifts in Police Records are covered under this section.

**a) Work Week** - The regular workweek will consist of 40 hours of work in a 7-day period with all days worked and all days off being consecutive. Any change from current practice for each unit must be mutually agreed as per Article 6.2e) at least 3 months in advance to coincide with the next shift change. If the work group votes approval, a shift may be included that has one day off in the middle of the work week and two consecutive days off at the end of the work week. The second of the contiguous two days off will be considered the third day off for premium pay calculations.

**b) Schedule Duration** - Schedule Rotation Periods for Police Records will be approximately 12 weeks long with shift changes beginning on the first Sunday of January, April, July and October.

**c) Shifts** - Employees assigned to rotating shifts will be paid the appropriate differential for all hours worked based upon the start time of the shift. The shift differential rate of pay will be as set forth in Article 16.6. Non-worked hours reported on a time sheet (sick leave, vacation, etc.) do not receive shift differential.

~Rotating shifts are defined by start times as follows:

~Day shift periods begin at 5 a.m. through 10:59 a.m.

~Swing shift periods begin at 11 a.m. through 4:59 p.m.

~Graveyard shift periods begin at 5 p.m. through 4:59 a.m.

Start times for shift purposes will be reviewed annually and may be adjusted as necessary to maintain optimum operation of the business with voted approval of the work group. If shift start times are adjusted, the hours for day, swing and graveyard as specified in 6.6(c) will determine the rate of shift differential to be paid.

For purposes of shift voting, the work group is defined as those who bid for rotating shifts.

#### **d) Vacation Bidding**

- i) **Posting:** The vacation bid will be posted immediately following the completion of the shift bid process and completed no later than December 31 of the year preceding the vacation period being bid.
- ii) **Seniority:** Vacation selection will be made on the basis of seniority determined by length of service with the City.

**Limitation:** -- The maximum number of Records employees allowed off on vacation at any time will be three.

#### **Procedure:**

1. The vacation bid will be conducted in rounds. Employees will have two consecutive scheduled working days to make a vacation selection during each round.
2. For the purpose of vacation bidding, the calendar bid week is defined as Sunday to Saturday.
3. Employees will select two, one-week vacations or one two-week vacation and then pass on to the next employee for bid.
4. When all employees have made their first round selection, the process will begin again for a second round selection, with each employee repeating the same process.
5. Five individual days (only one able to be bid on a recognized City holiday) may be bid during the third round, or in the second round if an employee does not intend to bid in the third round.
6. In order of seniority, employees with enough vacation accrued to bid after the third round may bid any available balance after the third round has been completed.

- iii) **Absences during Vacation Bid Process:** In the event an employee will be absent during the vacation bidding process, the employee must notify the Records Supervisor of their absence prior to the bidding process.

The employee will provide the Records Supervisor a listing of the employee's choice of vacation blocks being bid, or make arrangements to provide bid choices within the two consecutive scheduled working when s/he would bid. If the employee does not provide the Supervisor with such a list, nor makes arrangements to bid within the two working days, the Records Manager will determine how the bidding process will be completed.

Day shift employees and employees on rotating shifts bid together.

#### e) Shift Bidding

##### i. Definitions:

**Shift Rotation Period (SRP):** A “shift rotation period” is defined as the 12-week work period for which Police Records employees bid per this agreement. Shift periods begin on the first Sunday of January, April, July, and October.

**Shift:** A “shift” is defined as regularly scheduled continuous working hours in a day such as “day”, “swing”, and “graveyard”.

##### ii. Police Records:

- **Posting:** The Records Supervisor will post the SRP/Shift bidding document for Records employees who rotate shifts for the coming year no earlier than October 1 and no later than October 15 of the current year.
- **Seniority:** Records employees who rotate shifts will bid shifts in order of Seniority within the roster of rotating employees in Records.
- **Procedure:**
  1. Each employee will bid their SRP/Shifts for the entire year within the employee’s three consecutive scheduled workdays, at the end of which they will pass the bid document to the next senior employee for bid.
  2. The bid document will remain posted in the Records Bureau until the bidding process is completed. It may not be taken home.
- **Absences during SRP/Shift Bidding:** In the event an employee will be absent during the bidding process, the employee is responsible for notifying the Records Supervisor prior to the start of the bidding process. The employee will provide the Records Supervisor a listing of the employee’s choice of Shift and days off for each Shift Rotation Period being bid, or make arrangements to be notified within their appointed time to bid.

If no notice is received nor arrangements made and the employee is passed in the SRP/Shift bid process, the Records Manager will determine how the bidding process will be completed

- **Two Shift Bid Limit and Shift Transfer/Trade Requests:** Employees may not bid the same shift three consecutive times, however, shift transfer/trade requests will be considered. The employee must submit transfer/trade requests to the Records Supervisor in writing after the bidding process has

concluded. The Supervisor will consider shift transfer requests on a “first come, first served” basis. Transfer/trade requests will not count towards the three consecutive shift times.

- **Records Rotators--Shift Vacancies:** If after evaluating staffing needs, a vacant shift is determined to be available for bidding, Records Supervisors will issue a notification to the work group when a shift vacancy occurs 30 days or more before the starting date of a new shift. Rotators who are interested in the shift vacancy can then submit a request for a re-bid. Only those less senior than the vacated employee’s shift are eligible to re-bid. Their request(s) will be considered based on seniority and shift bidding criteria specified in Section E. For each subsequent vacancy, the same process will apply.

A senior employee can always request a transfer to a vacant shift, but only after less senior employees are given the opportunity to bid the vacated shift.

**f) Staff Meetings** – Hours worked to attend scheduled monthly staff meetings are regular schedule overtime and are not subject to call out pay or schedule disruption pay.

**g) Holiday Pay** – Employees are not required to use leave time to fill the shift on a worked holiday, although they may choose to do so. On a non-worked holiday, employees are required to fill in the holiday with leave time up to the regularly scheduled shift. Hours worked on a holiday count towards hours worked under federal and state law for overtime purpose. The City uses premium pays to offset overtime requirements.

**h) Ensuring Continuous Operations** – At least one Records Specialist must be on shift 24 hours a day, 7 days per week. “Ensuring Continuous Operations” refers to unplanned, emergent circumstances when staffing falls below this. In the event of an incident of Ensuring Continuous Operations, coverage will be obtained in the following order:

1. Overtime to specialists on-duty and/or on-coming shift;
2. Overtime to specialists on the voluntary overtime list;
3. Overtime to specialists on designated days off;
4. Overtime to specialists on vacation and self-designated for overtime;
5. Overtime to specialists on secondary vacations;

Employees will be contacted in order until coverage is obtained. Overtime is mandatory unless the employee is ill or travelling outside of Whatcom County. Overtime assigned

in these situations will not affect placement on the voluntary overtime list.

## **PUBLIC WORKS PLANTS**

### **6.7 24-Hour Rotating Shifts in Public Works Plants**

The Plant Operator job coverage is required at the water and wastewater treatment facility 24 hours per day, 7 days per week. The employees will rotate between 7 different shift assignments. Work schedule (days on/off) varies to ensure weekend coverage. The shift rotation schedule will be published six months in advance.

#### **a) Schedule, Shifts and Duties**

##### **8-hour Schedule with paid meal break within the shift**

- |                     |              |
|---------------------|--------------|
| (1) Day shift       | 0600 to 1400 |
| (2) Swing shift     | 1400 to 2200 |
| (3) Graveyard shift | 2200 to 0600 |

##### **8-hour Schedule with paid meal break within the shift**

- (4) Day shift 1 0600 to 1400

##### **8-hour Schedule without paid meal break within the shift**

- (5) Day shift 2 0730 to 1600

##### **12-hour Schedule**

- |                 |              |
|-----------------|--------------|
| (6) Day shift   | 0600 to 1800 |
| (7) Night shift | 1800 to 0600 |

- (8) Lead plant operator: Normally 0700 to 1530, does not receive a paid meal break. Can also be used as backup.

#### **b) Work Week Schedule**

The regular workweek will consist of a rotating 36/40/44 hours of work in a 7-day period with all days worked and scheduled days off being consecutive; except that the 0600-1400 relief shift may vary according to coverage needs. The employee shall use accrued compensatory or vacation time to make the short 36 hour work weeks whole 40 hour work weeks.

#### **c) Vacation Schedule Bidding**

The annual vacation schedule covers the period from February 1 through the end of the following January. Annual vacation bidding is determined by Union seniority and occurs between the preceding December 1 and January 15.

Vacation requests submitted after January 15th will be granted on a first come first served basis unless more than one request for the same time is submitted on the same day, in which case, seniority will govern. Vacation requests may be submitted any day, but will only be considered to be received on City Hall work days. Other non-bid vacation requests must be submitted a minimum of 15 calendar days early to provide for planned shift/schedule change notification of the relief operator.

**d) Overtime and Premium Pay Situations Affecting Plant Operators -**

The following are situations that are peculiar to the plant operators' rotating shifts with changing days off.

- (1) Overtime - Work performed on regularly scheduled days off, will be paid at the rate of one and a half (1 1/2) times the hourly rate of pay as specified in Appendix A. Overtime will not apply when an employee voluntarily exchanges a shift with another employee as permitted by their supervisor.
- (2) Holiday Pay - Any hours in excess of the scheduled rotating shift (8 hours or 12 hours), will be paid at the rate of one and a half (1 1/2 ) times the holiday rate of pay as specified in Appendix A.
- (3) Pay For Holiday Worked - Operators who work on designated holidays, will be paid at the rate of one and a half (1 1/2) times the regular rate of pay for all hours worked, in addition to earning 8 hours at the hourly rate of pay as specified in Appendix A for the holiday. Holidays start at beginning of day shift (0600).
- (4) Call Out - Operators will be paid in accordance with the provision of Article 15.5, except that callout will be paid at the rate of one and half (1 1/2) times the hourly rate of pay as specified in Appendix A, except designated holidays, which will be paid at the rate of double time for the actual hours worked.
- (5) Shift Differential - Operators working the entire day shift (0600 - 1800) receive no shift differential. Operators working the entire night shift (1800 - 0600) will receive \$1.00 per hour shift differential for all hours worked. Operators working any hours other than these designated shifts will receive \$1.00 per hour shift differential for any hours worked between 1800 and 0600. No differential is earned for hours worked between 0600 and 1800. 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.

**e) Entitlement to Designated Holidays and Floating Holiday** - Receive 8 hours of holiday pay for 11 designated holidays and one floating holiday. Compensatory time or vacation time may be used to make a whole 12 hour shift.

**f) Sick Leave Accrual and Use** - Accrue 8 hours sick leave for every calendar month as outlined in article 10.1. Sick leave will be used for the length of the scheduled shift, vacation and compensatory time may be use in lieu of sick leave in accordance with article 10.5.

## MUSEUM EMPLOYEES

### **15.14 Special Events Scheduling, Changes, Cancellations** (Whatcom Museum of History and Art – Security and Information Attendants Only)

“Special event” is defined as an evening event scheduled at the Museum that results in the attendant working beyond their regularly scheduled shift. Attendants voluntarily accept these extra hours (these are not “assigned” hours).

**Notice and Scheduling:** City will make a good faith attempt to give at least 3 days notice of an addition/change/cancellation of a scheduled special event, by meeting announcements, distribution of rental agreements, or by email. The Union understands that unavoidable circumstances may occur which may preclude this from happening.

When a special evening event is announced, hours will be offered to regular attendants on a voluntary basis. Substitute attendants or management staff will fill in for hours not voluntarily taken by regular attendants.

**Late Changes/Cancellations of Special Events:** In the event that a special event is changed or cancelled and an attendant has already volunteered for the hours, the following conditions will apply:

If an attendant is working a special event that is not scheduled to commence immediately upon the end of their regularly scheduled shift, and is notified of a cancellation or date change of an event less than 2 hours prior to the scheduled arrival time of the attendant, 2 hours compensation will be due the attendant.

If the special event is due to commence immediately upon the end of the attendant’s regular shift, and notification of a cancellation or date change is less than 2 hours prior to the regular shift starting time, 2 hours compensation will be due the attendant.

If the Museum makes a good faith effort to call the attendant to notify him/her of the change or cancellation and is not able to reach the attendant through no fault of the Museum (i.e. no answer at the phone number on file, no answering machine, message left but no call back, etc.) the attendant will not be eligible for compensation under this clause.

If the Museum has not made a good faith effort to notify the attendant of the cancellation, and upon arrival at the Museum the attendant finds the event has been cancelled or changed, the attendant will be paid for the actual number of hours for which they were scheduled.

Both City and Union agree that language in Article 16.10 (Schedule Disruption Pay) and/or the language in Article 16.5 (Call Out) does not apply to the special events circumstances described herein.

Both City and Union understand that any hours paid as compensation for short notice cancellations of events are not “hours worked”. Therefore, the hours paid as described above will not apply toward hours worked for overtime calculations or any other benefit based upon “hours worked”.

## APPENDIX C – PREMIUM SHARING SCHEDULE

### Maximum Monthly Employer Contribution Amounts

Effective 1/1/2018

### Maximum Monthly Employer Contribution Amounts

Coverage	
Employee Only	\$626.13
Employee & Spouse	\$1,242.87
Employee & 1 Child	\$940.64
Employee & 2 Children	\$1,255.16
Employee, Spouse & 1 Child	\$1,557.39
Employee, Spouse & 2 Children	\$1,871.90

Effective 1/1/2019

### Maximum Monthly Employer Contribution Amounts

Coverage	
Employee Only	\$657.44
Employee & Spouse	\$1,305.01
Employee & 1 Child	\$987.67
Employee & 2 Children	\$1,317.92
Employee, Spouse & 1 Child	\$1,635.26
Employee, Spouse & 2 Children	\$1,965.50

## **APPENDIX D – FLEX TIME**

### **Flex Time Guidelines**

Article 6.2 (d) of the agreement between the City of Bellingham, and Local Number 114 of AFSCME allows employees to flex their shifts provided there will be no adverse financial or performance cost to the City. At the employee's request, the employee's shift may be modified. The modifications may include, but are not limited to shift start time, shift end time, and authorized break times.

An optional form is located on Staff Central to facilitate the process: Supervisors may choose whether to use this form or use any reasonable alternative, as long as the application of the flex-time requirements are consistent.

The City has an interest in ensuring the letter and spirit of the bargaining unit agreement is followed and flex-time requests are not denied without giving a reason as outlined above. The Union has an interest in getting the benefit of the negotiated agreement and consistent administration of the provision. To ensure consistent administration the City and Local 114 have agreed to these guidelines:

### **Scope**

This procedure covers all employees who are members of the AFSCME 114 bargaining unit.

### **Procedures for Making Request**

The employee will:

- Make requests in advance except in extenuating circumstances the employee could not anticipate. (Flex-time is not intended to prevent the loss of wages due to employee tardiness except in emergency situations.)
- Complete the flex-time form or follow the supervisor's request procedure and submit it to the direct supervisor or designee.

### **Approving and Denying Requests**

The direct supervisor or designee:

- Will make request forms or an alternative available.
- Will approve flex-time requests unless there is an adverse financial or performance cost to the City.
- Will provide an explanation for a denial and be consistent in approving and denying flex-time requests in similar situations. Performance cost may include consideration of other work group staff schedules.
- May deny a request when made after the employee has already unilaterally altered the schedule. (Lack of advance notice removes the ability of management to arrange adequate staffing and to evaluate the financial and performance costs of the schedule alteration.)
- May, in the event of an emergency, approve an absence, late reporting time or skipped meal period and may authorize the use of straight-pay flextime regarding emergency

absences. In such cases, the supervisor or designee may consider the emergency nature of the event and the employee's attendance record before approving or denying the request.

- The City is committed to a safe and healthy workplace. Rest breaks provide an essential ergonomic and mental rest from the stresses of work. Start and end times for rest breaks may be altered. However, the employee may not combine rest breaks with meal periods, to leave early or to report late to work.

#### **Recording Time Worked**

- The manager will keep the approved Flex-Time Request or other approved documentation. This documents the employee's agreement that s/he waives the right to any premium pay, shift differential, overtime, etc. that was triggered by the change of schedule. The employee cannot waive the right to overtime pay for hours worked beyond 40 in a workweek.
- When the employee flexes time within a workweek but across pay periods, regular full-time employees will not normally see any difference in pay for the two pay periods involved. The employee should not report leave without pay (LWOP) unless unable to make up the time and no applicable accrued leaves are available to cover the absence. Note: This situation does not technically qualify under the flex-time provision of the agreement. The monthly pay of those employed as part-time, as extra labor, or as seasonal employees will vary according to the hours reported in each of the pay periods.