

AGREEMENT BY AND BETWEEN
THE CITY OF BELLINGHAM
and
TEAMSTERS UNION, LOCAL NO. 231
SUPERVISORY AND PROFESSIONAL UNIT
FOR THE YEAR 2018, 2019

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THE CITY OF BELLINGHAM
and
TEAMSTERS UNION, LOCAL NO. 231
SUPERVISORY AND PROFESSIONAL UNIT
FOR THE YEAR 2018, 2019

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

GENERAL PURPOSE

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

ARTICLE 1 - UNION RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time, FLSA exempt, regular part-time and limited term professional and supervisory non-uniformed employees of the City of Bellingham. Exclusions from the unit are:

- Elected officials,
- Officials appointed for fixed terms,
- Confidential employees, per RCW 41.56 (Legal, Executive and Human Resources)
- Department heads and their principal assistants,
- Employees working less than 20 hours per week,
- Uniformed personnel, and
- FLSA non-exempt employees.

ARTICLE 2 - DEFINITIONS

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 per City Policy. A part-time employee in this bargaining unit would ordinarily be compensated on a salaried basis.

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

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

Limited Term Position: A budget-approved position established to work for at least 8 months, but no more than 2 years, unless extended a maximum of one additional year. These positions would receive benefits per City Policy.

Interim Appointment to Senior Management Team: A temporary appointment of an S&P member to a vacant department head or other E-Team position.

Break in Service: A termination of service by either the City or the employee and excludes maternity leaves, military leaves, extended sick leave, FMLA qualifying leaves and approved leaves without pay. Employees on approved Leaves of Absence will not have a break in service until the end of the approved leave, if such leave is not approved for an extension or other event causing a separation from payroll.

Breaks in service stop service credit from accruing, and remove previously earned service credits from an employee's record. Except as otherwise provided in this contract, service credit is forfeited at the time of separation from service with the City and is not reinstated upon reemployment except as otherwise provided in this contract.

Benefited or Benefits Eligible Position: A Regular Full-Time, Regular Part-Time or Limited Term position.

Regular Non-Benefited Position: A position established to perform continuing duties and regularly scheduled to work on a part-time basis not more than 16 hours per week. These are not bargaining unit positions and do not receive benefits, except as required by law.

Temporary Position: A position established to work no more than 3 months up to 40 hours per week or 6 months up to 25 hours per week to meet a short-term employment need of City Departments. (These positions will not be used to replace regular budgeted positions.) These are not bargaining unit positions and do not receive benefits, except as required by law. An individual may work up to a total maximum of 7 months at a maximum of 25 hours per week for the following reasons:

- When filling in for an employee on an extended medical absence;
- To meet a special project need;
- To perform functions earmarked for possible abolishment;
- To cover a vacant position during recruitment.

E-Team Employee: An employee in a continuing position that is not represented by any City bargaining unit: ordinarily a confidential employee or other status exempt from bargaining unit coverage.

Changes in Classification or Employment Status: Any change of job classification or change from or to any of the employment status types listed below. All such changes will be effective on the first day of a pay period (the first or the sixteenth day of the month.) If an assignment or schedule change occurs mid-pay period, the status and /or classification change will be effective on the first day of the next pay period. Leave accruals and benefit eligibility will be administered based on the employment status as of the last day of the month.

- Regular Full-Time;
- Regular Part-Time;
- Temporary;
- Regular Non-Benefited;
- Interim Appointment to Senior Management Team

ARTICLE 3 - UNION SECURITY

3.1 Union Membership

All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing with the Union as a condition of continued employment with the City.

3.2 Conditions of Employment

All present employees not members of the Union and all new employees hired on or after the effective date of this Agreement shall, no later than the 31st day from the date of hire; fulfill one of the two following requirements as a condition of continued employment with the City:

- a. Become a member of the Union in good standing.
- b. In lieu of membership, an employee who declines or resigns membership in the Union shall pay to the Union a sum equivalent to the Union initiation fee and a monthly service charge equivalent to regular Union dues in recognition of the costs incurred by the Union in fulfilling its obligation in representing all members of the bargaining unit. The parties agree that this requirement will be applied so as to be consistent with State and Federal Law.

3.3 Religious Exemption

If an employee does not wish to join the Union or pay, the initiation fee and/or service charge because of a bona fide religious belief or for reasons based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, a third alternative shall be available.

Such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the representative of the Union. The employee shall furnish written proof that this has been done. If the employee and the representative of the Union do not reach agreement on the above matter, the matter shall be referred to the Public Employment Relations Commission for its final determination on the matter.

ARTICLE 4 - CHECK OFF AUTHORIZATION

4.1 Payroll Deduction

For employees who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the employees' payroll and remitted to the Secretary-Treasurer of the Union. Accompanying said monies shall be a list of employees and amounts to be credited to their account.

4.2 City Held Harmless

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought and issued against the City as a result of any action taken or not taken by the City in regard to Union dues and/or initiation fees.

ARTICLE 5 - NON-DISCRIMINATION

5.1 Collective Bargaining

Neither the City nor the Union shall discriminate against any employee for exercising or choosing not to exercise their rights under RCW 41.56, the Public Employees Collective Bargaining Law.

5.2 Equal Opportunity

Neither the City nor the Union shall engage in any unlawful discrimination against any employee because of Union membership or lack thereof, race, color, religion, national origin, sex, marital status, disability, sexual preference or age, except where such constitutes a bona fide occupational qualification.

ARTICLE 6 - PROFESSIONAL LICENSURE AND DEVELOPMENT

6.1 Professional Licenses and Memberships

The City will pay for professional membership fees or renewing individual professional licenses or certifications, when holding such membership or license is a requirement or preferred qualification for the position. Examples include Professional Engineer, AICP, CPA, CMA or similar qualifying requirements.

6.2 Training Opportunities

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

6.3 Career Opportunities

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

ARTICLE 7 - SENIORITY

7.1 Seniority and Service Credit Defined

Seniority shall, for the purpose of this Agreement, be defined as the first day of continuous employment in a regular bargaining unit position. "Continuous employment in a regular bargaining unit position" refers to the most recent continuous appointment to a bargaining unit position (or positions). A break in service will result in loss of seniority and service credits to that point. Seniority and service credits are not cumulative across breaks in service, except as specifically stated in this document. Seniority lists shall be maintained by Department and Classification.

Seniority and service credits will be earned by service credit months.

- For Regular Full-Time Employees, a service credit month is defined as one calendar month in which the employee is paid for at least 120 hours (excluding compassionate leave). 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.
- For Regular Part-Time Employees and Limited Term Employees, a service credit month is defined as 120 hours of paid time (excluding compassionate leave). One service credit month can accrue over a period of more than one calendar month.

Service in more than one class or position during a service credit month will be credited to the class or position in which the employee actually served the greatest number of working hours. Prior to January 1, 2009, service credits represent the number of months worked in a regular position in each classification within a department, regardless of whether a position is full-time or part-time.

7.1 (a) Temporary Assignments Outside the Unit

Temporary assignments to fill in for a higher classified position in E-Team (i.e. temporary Department Director) will not constitute a break in service or loss of service credit in the bargaining unit for that period of time.

7.1 (b) Former Limited Term Employees

Teamsters who at one time served in a Limited Term position within the bargaining unit, in the same position to which they gained regular status, will receive service credit for the period during which they served in this limited term capacity.

7.1 (c) Status Change

Any change of job classification or employment status will be effective on the first day of a pay period (the first or the sixteenth day of the month). If an assignment or schedule change occurs mid-pay period, the status and/or classification change will be effective on the first day of the next pay period. Leave accruals and benefit eligibility will be administered based on the employment status as of the last day of the month.

7.2 Probationary Employees

- a. New employees shall be on probation for the first 12 months of employment. During this 12-month probationary period, any action initiated by the employer under Article 12 of this agreement shall not be subject to the grievance procedure set forth in Article 14. After 12 months, the employee shall be given a seniority date as of the first day of continuous employment in a bargaining unit position.
- b. Bargaining unit members promoted to positions within the bargaining unit shall be on probation for 6 months following the date of promotion. During the 6-month period, the employee may elect or the City may require that the employee return to his or her former position.

7.3 Interim Appointment to E-Team

Interim Appointments shall have the following:

- a. The employee will
 - Remain a Union member on inactive status with the Union;
 - Retain Union seniority rights;
 - Temporary assignments to fill in for a higher classified position in E-Team (i.e. temporary Department Director) will not constitute a break in service or loss of service credit in the bargaining unit for that period of time.
- b. The City will
 - Provide an offer letter to the employee outlining the terms and conditions of employment outlined herein and any others deemed appropriate to the situation;
 - Establish a rate of pay appropriate to the level of duties assigned;
 - Maintain the employee on the benefits plans and schedules outlined in the Collective Bargaining Agreement.
- c. The Union will
 - Waive Union dues;
 - Credit the interim appointment as continuing the member's employment in a regular bargaining unit position;
 - In the event of a corrective action with another Union member, represent the Union member in danger of corrective action and not the interim appointee.
- d. By mutual agreement between the Union, the employee and the City
 - In the event of potential discipline, the interim appointee may be afforded the right to representation and full due process rights.

ARTICLE 8 - REDUCTION IN FORCE

8.1 Order of Layoff

In the event of a reduction in force, the City shall determine which services and positions are to be affected by the reduction. Employees shall be laid off in the following order:

- a. Temporary Employees;
- b. Probationary Employees;

- c. Employees in accordance with their departmental seniority by classification; provided however the senior employee must be qualified for the available work in that classification.

8.1 (a) Bumping

“Bumping” is the displacement of one employee by another, based on the number of service credits earned in a particular classification. Teamsters members receiving a Reduction-in-Force notice may bump the least senior employee in the same class, department and unit/section (if appropriate). Teamsters members receiving a layoff notice may bump the least senior employee in the same class, department and unit/section (if appropriate).

If no such position exists, they then may bump the least senior person in a lower classification in the same series from which laid off, as long as they possess greater service credits in that classification than the least senior employee. This bumping must be within the department, section or unit to which assigned at the time of the layoff. (Decision on what constitutes a “section or unit” will be determined by the same team of people who determine fitness and/or qualification for Re-employment Pool Placement. See “Determination of Qualifications” below) “Series” is defined as:

- Accountant 1,2
- Development Specialist 1,2
- Division Supervisor/Manager Series
- GIS Specialist, GIS Analyst, GIS Analyst-Sr.
- Planner 1, 2 and Sr. Planner
- Systems Analyst 1,2

No bumping will be allowed outside of the series from which laid off even if the employee holds service credits in another classification within the Teamsters bargaining unit.

8.1 (b) Trial Period After Bumping

A trial period may be required at the discretion of the Human Resources Director for the purpose of determining that the reduced employee is capable of performing the duties of the position or class. Such trial period will not exceed three (3) months, unless extended by agreement of both parties. The reduction shall be complete upon the satisfactory completion of the trial period, or if no trial period is required, the effective date of the reduction.

8.1 (c) Determination of Qualifications

Should a senior employee bump the least senior in the same classification, or in a previously held classification within the same series, determination as to the capability of the senior employee to perform the work will be determined by the hiring manager, Human Resources representative and a technical expert from within the City. This determination will be made by interview, submission of application materials and/or a testing component. Protests to the outcome may be grieved through the contract grievance process.

8.2 Re-employment Pool

Laid off employees shall be placed in the Re-employment Pool for the classification from which laid off and shall be recalled to work based upon broad seniority by classification without regard to department, provided the recalled employee has the ability to perform the available work. A determination of ability to perform the work will be evaluated as shown in 8.1(c) above. An employee who has received a written Reduction in Force notice will be considered laid off for the purpose of placement in the Re-employment Pool. There shall be no return rights to a restructured and reclassified job, as it is not the same job, by definition, and the original position from which an employee was laid off has likely been removed from the budget.

The employee's name shall remain on the Re-employment Pool list for two years. A written request for an additional year of eligibility shall be granted. NOTE: Accepting another City position, other than one in the classification from which laid off, will not cause the removal of the employee's name from the re-employment pool list. However, refusal to accept an appointment from a re-employment pool list, to the same classification from which laid off, will remove his/her name from the register and terminate all rights to a recall.

It shall be the responsibility of employees in the Re-employment Pool to provide Human Resources with their current address and phone number. Employees who are eligible for recall shall be given 14 calendar days' notice of recall, sent to the employee by certified or registered mail with a copy to the Union. The employee must notify Human Resources of intention to return to work within 5 days after receiving notice of recall. If a laid off employee refuses an offer of a position which he/she is qualified to fill, his/her name shall be taken off the Re-employment Pool list and the employee shall be so notified in writing.

The employment status of a Limited Term Employee is scheduled to have an ending date, and therefore these employees are not eligible for this Article.

8.3 Leave Benefits upon Reinstatement from a Layoff

Laid off members of Teamsters S&P who are recalled from an active Re-employment Pool List following a reduction in force shall be entitled to the following restoration of leave banks:

- **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.
- **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 reinstatement.
- Time away from the City will not count toward the employee's years of service or seniority.
- Should the employee return to City employment under any circumstances other than recall from a Re-employment Pool List 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.
- Once the employee's eligibility for the Re-employment Pool List (two years plus an additional year, upon request) has expired, the employee will be treated as a new employee for matters of administering leave benefits.
- An employee returning to a position which is not otherwise eligible for leave benefits by Collective Bargaining Agreement or City policy (such as regular non-benefitted position or temporary position) will not be eligible for restoration of leave benefits.
- These agreements apply only when the reason for the placement on the Re-employment Pool List was the result of a layoff.

8.4 Civil Service Rights for S&P Members in the Event of a Layoff

S&P employees on a Leave of Absence from Civil Service and who are laid off must exhaust contract remedies before exercising their return rights to positions covered by Civil Service. An S&P employee who is laid off and is not on a Leave of Absence from Civil Service, may petition the Civil Service Commission for placement on a Reinstatement Register as an Employee Without Standing. An Employee Without Standing who is placed on a Reinstatement Register will have a right to the next appropriate vacancy, per Civil Service Rules, after AFSCME 114, or other Civil Service-covered employees have been placed.

An S&P employee who has received a layoff notice and has been granted access to a Reinstatement Register has a right to be placed into an appropriate vacancy before separation from employment.

ARTICLE 9 - WORK SCHEDULE

9.1 Normal Work Week Schedule and Work Days

The normal workweek schedule shall be 40 hours, Monday through Friday. The normal workday shall be eight hours. The parties agree that, given the nature of the bargaining unit and its FLSA-exempt status, flexible scheduling of the hours of work is desirable and shall be permitted at the reasonable discretion of the Department Head, providing there will be no adverse financial or performance cost to the City or other reasonable operating concern. If after a period, management determines that there is a business reason to discontinue an alternative work schedule, management will inform the affected employee of the proposed change to schedule, and allow an opportunity to discuss the reasons and possible alternative solutions to schedule change. If a decision to change the alternative schedule is finalized, management will provide reasonable written notice of the change, including the reasons for the change and an explanation about suggested alternative solutions.

9.2 Alternative Work Week Schedule and Work Days

Certain positions within the bargaining unit may be regularly scheduled for a workweek other than Monday through Friday. The City reserves the right to schedule or designate for any position in the unit a workweek other than Monday through Friday and a workday other than 8:00 a.m. to 5:00 p.m. for legitimate business interests such as efficiency or effective service delivery. Such alternative work schedules shall not subject the City to an obligation for additional pay.

9.3 Holidays for Alternative Work Week Schedules

If, because of an alternative workweek schedule, an employee's work schedule does not include a designated holiday, another day during the workweek shall be substituted. The department head and the employee shall, by mutual agreement, select such day.

9.4 Time Off for Work Load Fluctuations

The parties recognize that the nature of the work of salaried professional and supervisory employees may require work beyond the traditional work schedule to meet project needs and workload fluctuations. Therefore, upon employee request for a change of schedule and by mutual agreement between the employee and the department directors, "flex time" may be used. Such agreements shall not result in any reduction in service to the public and must not increase the City's compensation costs.

9.5 Compensatory Hours for Additional Hours Worked

When an employee is authorized by the department head to work more than their normal work schedule during a pay period, the employee may accrue a compensatory hour for each additional hour worked over their normal schedule for that period. Up to a maximum balance of 60 compensatory hours may be held for time off during periods of lesser work demand or for personal needs. The scheduling of the use of such compensatory hours shall be with the approval of the department head based upon departmental staffing needs. Under special circumstances, the department head may authorize a maximum balance of up to 80 compensatory hours. Use of accrued compensatory hours shall be with the approval of the department head based upon departmental staffing needs. The department head may direct the employee to use up to 16 previously accrued compensatory hours in any pay period.

Compensatory hours cannot be cashed out upon separation or retirement. With adequate notice to the department head, the employee may use compensatory hours during the period immediately prior to separation from service. Employees transferring into this bargaining unit who have a compensatory bank accrual from the previous position will be cashed out to a zero balance, at the pre-transfer rate of pay.

9.6 Standby Pay

Information Technology (IT) and What-Comm Dispatch employees required by their Director or designee to serve on standby will be compensated sixteen (\$16.00) for each day in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.

While on standby, employees are required to:

- be ready and available to work in a safe responsible manner;
- be in cell range and available to respond to pages, telephone calls, texts, emails, etc. within 30 minutes;
- be able to take laptop and cell phone if out of the area more than 1 hour;
- be available to report onsite within Bellingham City limits within approximately two (2) hours of contact unless travelling with another IT or What-Comm Dispatch employee for City business. In these situation, must be prepared to take separate care, work laptop, and equipment to off-site location.

9.7 *Extraordinary Service During an Emergency*

When a bargaining unit employee is called upon to work for substantial and extended periods of time under emergency conditions, the Mayor may authorize payment of a monetary award in recognition of this extraordinary effort.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1 *Management Rights Defined*

The City, on its own behalf and on behalf of the citizens of Bellingham, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Washington and of the United States, and by the Charter of the City including, but without limiting the generality of the foregoing, the right:

- a. To the executive management, organization and administrative control of the City and its properties and facilities, and the activities of its employees.
- b. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services.
- c. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; to evaluate their performance; and to promote, assign, and transfer all such employees.
- d. To establish policies, procedures, goals and objectives to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of City operations.
- e. To build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action in any matter in the event of an emergency.

10.2 *Conformance with State and Federal Law*

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Washington and of the United States and the Charter of the City.

ARTICLE 11 - 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 the 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 union 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 12 - DISCIPLINE AND DISCHARGE

12.1 *Just Cause Standard*

No employee shall receive a written warning, be suspended, or discharged without just cause. The reasons for the above disciplinary actions shall be provided to the employee in writing, and copy of suspension or termination shall be provided to the union. An employee may request the presence of a Union representative at meetings, which may result in disciplinary action. The relevant FLSA regulations shall be applied in the event of unpaid suspension of an employee who is exempt from FLSA overtime requirements. For purposes of this provision, "written warning" does not include documented coaching or oral warning or performance appraisals.

12.2 *Timely Investigation and Disciplinary Action*

The City will investigate and administer disciplinary actions in a timely manner after an event or knowledge of an event occurs. "Timely" will be determined by the circumstances and nature of the problem, including whether an investigation is required and the availability of necessary parties during that time period.

ARTICLE 13 - UNION BUSINESS

The City will allow Union members who have email privileges to use email 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, and will not exceed five (5) minutes in duration. This will include use of the internet email subject to the same restrictions. (Note: The City email system is not confidential and these communications may not be private.)

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 *Purpose*

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

14.2 *Definitions*

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

14.3 *Timeliness*

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

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

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

14.4 Union Assistance to Grievant

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

14.5 Process

Step 1. Informal Level – Informal submission of grievance to supervisor.

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

Step 2. Formal Level – Written submission of grievance to department head.

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

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

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

Step 3. Human Resources Department – Written submission of grievance to Human Resources Manager or designee.

- a. **Individual Grievance.** If the grievance is not settled at Step 2, and the employee wishes to pursue the grievance to Step 3, the employee shall file the grievance in writing with the Human Resources Manager or designee within 10 days after receipt of the supervisor's written response in Step 2 above. The Human Resources Manager or designee, shall review the grievance with the parties involved and provide a written statement of the disposition to the employee, with a written copy to the Union, within 10 days of receipt of the grievance.
- b. **Union Grievance.** Any Union grievance involving the interpretation or application of the specific terms of this agreement relating to Union rights, shall be commenced by filing a written grievance in the format outlined in Step 2 above. Such filing shall be within 20 days following the occurrence of the event giving rise to the grievance, or 20 days after the event is known or reasonably should have been known. The Human Resources Manager or designee shall review the grievance and provide a written statement of the disposition to the Union within 10 days of receipt of the grievance.

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

- a. Written notice of a request for arbitration shall be made to the City Attorney within 10 days of receipt of the disposition letter issued pursuant to Step 3.
- b. Arbitration shall be limited to issue(s) involving the interpretation or application of the specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within 10 days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an arbiter.
- d. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of nine arbiters who reside and/or practice in Washington and Oregon. Such request shall state the issue of the case. When

notification of the names of the nine arbiters is received, the parties, in turn, shall have the right to strike a name from the panel until only one name remains. The remaining name shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

- e. The arbitration shall be conducted in accordance with the following procedures:
 1. The arbiter, once appointed, shall inform the parties as to procedures not otherwise contained herein.
 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance.
 3. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Subject to the approval of the arbiter, both parties may submit written briefs within a time mutually agreed upon.
 4. The arbiter shall rule only on the basis of information presented in the hearing, and shall refuse to receive any information after the hearing except by mutual agreement of the parties.
 5. The arbiter shall render a decision, in writing, to both parties within 30 days of the closing of the record, unless such time is extended by mutual agreement of the parties.
 6. The arbiter's decision shall be based upon the record and shall be final and binding upon both parties.
 7. The arbiter's fees and expenses, the cost of any hearing room, the cost of the shorthand reporter, and of the original transcript if requested by the arbiter, shall be borne equally by the City and the Union. All other expenses and costs, including attorney fees, shall be borne by the parties incurring them.

14.6 Binding Effect of Award

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

14.7 Freedom from Reprisal

Neither the City nor the Union shall effect reprisals against the grievant or others as a result of his/her participation in this process.

ARTICLE 15 - STRIKE PROHIBITION

It is agreed and understood that there shall be no strike, work stoppage, slow down, willful absence from assigned work, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Union or by its officers, agents or members, during the term of this Agreement.

ARTICLE 16 - VACATION

16.1 Vacation Accrual Schedule

Employees shall accrue vacation benefits in accordance with the following schedule:

(NOTE: Part-time employees accrue vacation pro-rated on the accrual schedule below.)

Beginning	Through	Hours Accrued Per Month
Adjusted date of hire	Completion of 4 years of service from adjusted date of hire	10.00
5th year of service	Completion of 9 years of service from adjusted date of hire	13.33
10th year of service	End of employment	18.67

16.2 Commencement of Vacation Accrual

Employees shall accrue vacation benefits commencing on their adjusted date of hire as set forth in Article 21.14.

NOTE: In the case of reinstatement from layoff, see Article 8.2.

16.3 Vacation Accrual Rate upon Rehire

A bargaining unit employee who in any manner terminates employment with the City, and is subsequently rehired, shall receive no service credit toward vacation accrual upon being rehired.

NOTE: In the case of reinstatement from layoff, see Article 8.3.

16.4 Scheduling of Vacation Use

Vacation shall be taken within two years of the date of accrual. Vacation scheduling shall be at the discretion of the department head. In no case shall an employee be allowed to take vacation in excess of 30 vacation days at one time, unless authorized by the Mayor.

16.5 Vacation Accumulation

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

16.6 Timing of Use

Bargaining unit employees shall be allowed to take vacation time after he/she has accrued it. This provision includes those serving in their first year of City employment. Provided, employees shall not be allowed to take vacation time in the same month as it is earned.

16.7 Vacation Cascading

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):

- a. Compensatory time
- b. Leave without pay (LWOP)

16.8 Accrual Eligibility

Vacation time is accrued from the adjusted date of hire. Vacation is accrued for each month in which the employee is paid for 120 or more workhours. Part-time employees accrue on a prorated basis for each hour paid, exclusive of worker's compensation time loss and compassionate leave. The employee's status (part-time, full-time, temporary, non-benefitted) on the last day of the month determines accrual eligibility for the month.

16.9 Payment of Vacation Balance

In the event of resignation, termination, or separation from service with the City, an employee's accrued vacation shall be paid in full and may not be run out at separation or retirement except as provided below to avoid excess compensation payments for retiring PERS 1 members. Otherwise, employment ends on the last day worked.

- a. In the event of retirement of a PERS I 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 I employee" shall include any separation from the City that would be considered a retirement for the purposes of calculating PERS I retirement payments.
- b. In the event of retirement of a PERS II or PERS III employee, accrued vacation may be cashed out 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.

16.10 Annual Vacation Leave Cash Out

Employees will be permitted to cash out annually some accrued vacation leave with the following conditions:

- Allowed one time per year on October 15th of each year;
- May cash out up to 40 hours of vacation leave;
- May not cash out less than 8 hours;
- Balance of at least 80 hours of accrued vacation leave remains in the bank when the transaction is completed.

16.11 Notice to Supervisor

One full day's notice shall be given to the employee's supervisor for each day off requested by the employee.

Examples:

One day off – requires one day's notice

Two days off – requires two days' notice, etc.

One week off – one week's notice

Two weeks off – two weeks' notice

16.12 Lack of Adequate Notice

Vacation requests which do not comply with the aforesaid notice requirement may be authorized at the discretion of the department head.

16.13 Timing of Requests

Whenever possible, employees are expected to request vacation as far in advance as possible, in order to not impede departmental efficiency, service levels or program implementation. Where two or more employees in the same work unit request simultaneous vacation days, the department head may authorize leave based upon seniority. Senior employees may not bump junior employees with vacation already scheduled and approved.

16.14 Missing Approvals or Exceeding Vacation Banks

Absences not approved in the proper manner, or which exceed accrued vacation banks, shall result in loss of pay for the period of absence.

ARTICLE 17 - SICK LEAVE

17.1 Sick Leave Accrual Rate

Employees shall be entitled to the same sick leave benefits provided to division heads and non-represented employees below the level of department head as of the date of ratification of this Agreement by the Union, up to a maximum of 1040 hours. Provided, however, that new employees shall not be credited with sick leave at the time of appointment.

Employees shall accrue eight hours of sick leave in any month in which they receive compensation equivalent to at least 120 hours, exclusive of sick leave, commencing upon their adjusted date of hire as set forth in Article 21.14. Part-time employees accrue sick leave based on a pro-rata of full-time accrual for each hour paid, exclusive of worker's compensation time loss and compassionate leave. The employee's status (part-time, full-time, temporary, non-benefitted) on the last day of the month determines accrual eligibility for the month. Employees on L&I leave may supplement their income with accrued sick leave, up to the level of their regular base pay, and recognizing the tax-free status of L&I payments.

17.2 Verification of Illness

Sick leave of longer than five consecutive working days must be certified in writing by a physician upon request by the department head.

17.3 Sick Leave Cash Out

A sick leave cash out program is established as follows: With an accrual bank of 480 hours on December 15, 25 percent of the sick leave accrued and not used between December 16 of the previous year and December 15 of the current calendar year may be cashed out at the rate in effect on December 31 of the current calendar year. The employee's sick leave bank balance will be reduced by the amount of leave cashed out.

With an accrual bank of 720 hours on December 15, 50 percent of the sick leave accrued and not used between December 16 of the previous year and December 15 of the current calendar year may be cashed out at the rate in effect on December 31 of the current calendar year. The employee's sick leave bank balance will be reduced by the amount of leave cashed out.

With an accrual bank of 960 hours on December 15 of the current calendar year, the employee may cash out six sick leave days (48 hours) at the rate in effect on December 31 of the current calendar year, with no reduction in sick leave balance.

Levels for sick leave accrual for payout shall be pro-rated for part-time employees based on work schedule.

By December 1 of each year, the eligible employee must notify Payroll on a prescribed form of their request to cash out their allowable allotment of sick leave.

There shall be no sick leave cash out upon separation or retirement unless such separation or retirement coincides with the December 15 cash out period described above.

17.4 Sick Leave Cascading

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):

- a. Vacation
- b. Compensatory time
- c. Leave without pay (LWOP)

17.5 Eligibility

The definition of excused absences due to illness shall be in accordance with City Policy PER 7.01.04.

17.6 Compassionate Leave

Employees may donate accrued leave to eligible colleagues consistent with City policy. Compassionate leave donations reduce the donating employee's balance, but do not count as use for purposes of cash out for the calendar year.

ARTICLE 18 - OTHER LEAVES

18.1 Family and Medical Leave

Family and Medical Leave shall be provided per City policy; provided that Bargaining Unit members may retain two weeks of accrued vacation and five days sick leave before leave without pay is utilized. All other paid leave accruals must be utilized before taking leave without pay.

18.2 Education/Training/Conference Leave

Employees may attend educational and training conferences if authorized by their department head. All leaves of over three days' duration, and attendance at out-of-state conferences, must be authorized by the Mayor after authorization by the department head on the prescribed form. Reimbursement of expenses shall be in accordance with City Policy.

18.3 Military Leave and Associated Benefits

Military Leave shall be provided per City policy PER 7.01.14.

18.4 Bereavement Leave

An employee who experiences a death in his/her immediate family shall be granted up to three days leave if the funeral is within a 150 mile radius of Bellingham, and up to three additional days if outside a 150 mile radius.

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

- Spouse of employee;
- Children of employee and spouse;
- Grandchildren of employee;
- Grandparents of employee;
- Grandparents of employee's spouse;
- Mother, father, brother or sister of employee;
- Mother or father of employee's spouse.

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

18.5 Jury Duty

Service on a jury, causing an employee to miss regularly scheduled work, is to be authorized by the department head 7 days prior to the jury service period unless an emergency exists. Employees shall receive their regular salary for the period of service. Payments made to the employee by the Court for service are to be declared by the employee and reimbursed to the City as soon as practicable following receipt.

18.6 Leave Without Pay (LWOP)

Except as detailed in 18.1, LWOP will not be allowed until all other applicable leave banks are exhausted.

ARTICLE 19 - HOLIDAYS

19.1 Entitlement to Designated Holidays

Employees in benefited positions receive 8 hours of holiday pay for each designated City holiday (see below). Employees with an alternative workweek will receive 8 hours holiday with pay in accordance with Article 9.3.

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. 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.

19.2 Designated Holidays

All members of the bargaining unit shall be granted time off with pay on the following designated holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas
- A day before or day after Christmas

The actual day of the holiday is based upon the Federal Holidays schedule. See Staff Central for schedule.

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

19.3 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 Hire Date of October 1 or earlier will be credited with one floating holiday on their Adjusted Hire Date. New employee hired after October 15 will not be credited until the next January. Floating holidays may only be taken in full-shift increments, do not carry over year from year and may not be cashed out. They must be used before the end of the calendar year, or be forfeited.

19.4 Holiday Scheduling

Whenever a designated holiday falls on the day preceding the first working day of an employee’s work week, the next following day shall be considered a paid holiday. Whenever a legal holiday falls on the day following the last working day of an employees work week, the preceding day shall be considered a paid holiday.

ARTICLE 20 - LUNCH AND REST BREAKS

20.1 Breaks

All employees covered by this Agreement shall be allowed two rest breaks not to exceed 15 minutes, to be taken approximately half-way through the first and second half of each workday. A lunch break of not less than 30 minutes shall be allowed.

20.2 Allowance for Meal Costs when Recalled

An employee recalled to work for four or more hours, or an employee working four or more hours as an extension of their regular workday, shall be allowed an allowance for meal costs as follows:

Breakfast (2:00 a.m. to 10:00 a.m.)	Up to \$ 4.00
Lunch (10:00 a.m. to 4:00 p.m.)	Up to \$ 5.00
Dinner (4:00 p.m. to 2:00 a.m.)	Up to \$10.00

ARTICLE 21 - HEALTH, DENTAL, LIFE, LONG-TERM DISABILITY, PRESCRIPTION DRUG AND VISION INSURANCE

21.1 Benefit Eligibility

- a. Regular full-time and Limited Term full-time bargaining unit members and any eligible family members may enroll in the City's medical, dental and vision plan coverage starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.
- b. Regular part-time and Limited Term part-time bargaining unit members may enroll in the City's medical, dental and vision plan coverage starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.
In addition, these employees may enroll and self-pay for medical and vision coverage for eligible family members, if they choose to do so.
- c. Regular non-benefited and temporary employees are not eligible for medical, dental or vision benefits.

21.2 Benefit Providers

- a. Medical and dental 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.
- b. Coverage is set forth in the medical, dental and vision benefit plan documents, including amendments. Copies of these plan documents are available in the Human Resources Department.
- c. 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.

21.3 Benefit Choice

- a. Medical Plans:
 1. 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 (HSA). In 2018, the following plans will be offered: the Premera Heritage Plus PPO \$0 deductible; Permera Heritage Plus PPO \$250 deductible; United Health Care Navigate \$10 co-pay; United Health Care Navigate \$200 deductible; and Premera HDHP with HSA.
 2. 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.
 3. An employee may choose their family's plan coverage from a HDHP, or from any other available plan selected by the bargaining unit.
 4. Medical Flexible Spending Accounts (FSAs) terminated effective December 31, 2016..
- b. Dental: The City agrees to maintain dental plan coverage comparable in plan design to AWC dental plan F.
- c. 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, except that the HDHP plan does not have an exam provision.

21.4 Self-Pay of Health Benefits for Dependents

- a. Bargaining unit members in Regular and Limited Term part-time positions shall be eligible to enroll their eligible dependents in the medical, dental and vision plans by electing to self-pay premiums through pre-tax payroll deduction.
- b. Eligible dependents shall include spouses and dependent children as defined by the plans.
- c. Each year during open enrollment bargaining unit members may elect to enroll all, some or none of their eligible dependents. The enrollment status of those eligible dependents will remain (either enrolled or not enrolled) until:
 1. A change is made during a future open enrollment period

2. The dependent is no longer eligible for enrollment, per underwriting guidelines, or
 3. There is a change in family status, as defined by the IRS.
- d. The premium amount will be updated annually, to reflect current medical, dental and City vision plan premium.

21.5 Benefit Cost-Sharing

a. Medical Plans:

1. Premium cost-sharing contributions from the Employer and Employee will be established by a maximum contribution from the Employer as set forth in Appendix B, Table C (“Maximum Employer contribution Amount”). The City will increase the City’s contributions toward medical premiums by up to 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 the 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.
2. Plan premium rates will be established annually by the providers.

b. Dental Plan:

The City will pay the full cost of dental coverage.

c. Vision Plan:

The City will pay the full cost of vision coverage.

21.6 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:

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

1. Payable monthly as taxable wages.
2. 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.

21.7 Life Insurance

The City will provide life, 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 twice 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.

21.8 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.

21.9 Wellness Program

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

21.10 COBRA

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

21.11 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.

21.12 Adjusted Hire Date

For the purpose of accruing the benefits set forth in this provision, the adjusted date of hire shall be the first day of the month, as follows:

- a. For an employee who begins employment on or before the 15th day of a month, the adjusted date of hire shall be the first day of the month in which their employment commenced.
- b. For an employee who begins employment on or after the 16th day of a month, the adjusted date of hire shall be the first day of the next succeeding month.
- c. For all leaves exceeding 30 days, the step anniversary date will be adjusted relative to the duration of the absence, rounded to whole months per PER 07.01.09.

ARTICLE 22 - DEFERRED COMPENSATION

The City will provide up to 1.5% (of employee's base pay – Salary Appendix A for compensation earned on or after July 1, 2011) matching contribution to a 457 account administered by the International City Managers Association Retirement Corporation (ICMA-RC) or one of the other two City 457 plans (effective July 1, 2011).

ARTICLE 23 - SALARY SCHEDULE

23.1 Salary Schedules

The 2018, 2019 Salary Schedules for bargaining unit employees are as follows (salary tables attached as Appendix A):

- March 1, 2018: 5.0% increase
- January 1, 2019: \$650.00 lump sum payment

Employees on payroll on January 1, 2019 will receive a signing bonus as a gross lump sum payment of \$650.00.

23.2 Compression

Supervisory and professional employees shall be paid at a rate not less than 5 percent above the salary paid to directly reporting subordinates of equal or less seniority. In the event of such compression, the supervising employee shall receive a salary adjustment so as to ensure a 5 percent higher salary than the salary of the directly reporting employee. This salary adjustment shall only remain in effect during the period of time compression exists.

23.3 Market Adjustments

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.

23.4 Salary Step Increases

Full-time and part-time employees in continuing positions will be eligible for step increases as indicated in Appendix A on the anniversary of their adjusted anniversary date. The adjusted anniversary date may be altered per Article 21.14(c).

ARTICLE 24 - CLASSIFICATION AND JOB AUDIT

24.1 Joint Classification Committee

The parties have established an Appeal/Audit committee comprised of two S&P members selected by the Union, and two members selected by management, not more than one of which will be from Human Resources. The Committee has established details of how it functions and is charged with responsibility for resolving classification issues.

24.2 Job Audit Request

Employees who believe their jobs are not properly described and/or classified may request a job audit. The request should be submitted to their department head or designee with a justification that addresses the following:

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

24.3 Departmental Review

The department head or designee will review the justification and discuss it with the employee. The department head will prepare written comments on the employee's justification indicating agreement or disagreement with the relevant issues addressed in the employee's justification. A copy of the comments will be provided to the employee. The department head will forward the employee's request and a copy of the comments to the Human Resources Manager or designee.

24.4 Human Resources Review

The Human Resources Director 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 under the classification system in effect. A desk audit or discussion with the employee and the supervisor and/or department head may be conducted if necessary to reach a decision.

24.5 Decision Communication and Effective Date of Pay Changes

Human Resources' decision, with an explanation for the findings, will be provided to the employee with a copy to the department head. If the decision supports reclassification and the decision is to upgrade, the pay action will be adjusted as of July 1 or January 1, whichever date follows the date the request is received in Human Resources. If the 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.

24.6 Right to Remove Higher Class Duties

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

ARTICLE 25 - SAFETY EQUIPMENT

All required safety clothing and equipment, except for safety boots, shall be provided by the City. Employees required to wear safety boots shall be reimbursed up to \$200 for one pair of safety boots. Safety boots may be replaced when worn beyond their useful life. Prior authorization from a supervisor is required prior to purchasing a pair of safety boots.

ARTICLE 26 - DRUG TESTING

Consistent with the requirements of state and federal law, members of the bargaining unit shall be subject to the drug testing procedures set forth in City Policy PER 01.00.03. 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" 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 27 - DURATION

This agreement shall remain in full force and effect until midnight on December 31, 2017. The agreement may be amended at any time by the mutual consent of both parties, and it may be modified and/or terminated at the end of the contract period by notice in writing by one party served 60 days prior thereto upon the other party. All acts taken by the parties prior to the actual execution date of this agreement consistent with the terms contained herein are hereby ratified and confirmed.

ARTICLE 28 - SAVINGS AND SEPARABILITY

If any article or Section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the court of competent jurisdiction, or may be renegotiated for the purpose of an adequate replacement.

EXECUTED this _____ day of _____, 2018, for **TEAMSTERS, 231:**

Richard Ewing, Teamsters 231 Secretary/Treasurer

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

Kelli Linville, Mayor

Approved as to Form:

Office of the City Attorney

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Attest:

Finance Director

Human Resources Services Manager

Salary Grade (8)	\$5,540	\$5,706	\$5,877	\$6,053	\$6,235	\$6,422	\$6,615
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Accountant 2*
**5% Market Step for Accountant 2 \$6,946*
 Business Systems Analyst
 Development Specialist 2

 Division Supervisor
 GIS Analyst
**5% Market Steps for GIS Analyst*
\$6,946 and \$7,293

Museum Curator
 Planner 2*
**5% Market Step for Planner 2 \$6,946*
 Program Coordinator
 Systems Analyst
 1*
**5% Market Step for Systems Analyst 1*
\$6,946 and \$7,293

Salary Grade (9)	\$5,877	\$6,053	\$6,235	\$6,422	\$6,615	\$6,813	\$7,017
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Division Supervisor II
 Landscape Architect
 Project Manager *
** 5% Market Step for Project Manager*
\$7,368

Water Quality Specialist *
** 5% Market Step for Water Qual Spec \$7,368*

Salary Grade (10)	\$6,235	\$6,422	\$6,615	\$6,813	\$7,017	\$7,228	\$7,445
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GIS Analyst, Senior*
**5% Market Step for GIS Analyst, Senior \$7,817*
 Department System Specialist
 Technical Systems Administrator

Traffic Operations Engineer
 Utility Engineer
 Utility Operations Engineer

Salary Grade (11)	\$6,615	\$6,813	\$7,017	\$7,228	\$7,445	\$7,668	\$7,898
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Program Manager 1
 Senior Planner*
**5% Market Step for Senior Planner \$8,293*

Systems Analyst
 2*
**5% Market Steps for Systems Analyst 2*
\$8,293 and \$8,708

Salary Grade (12)	\$7,017	\$7,228	\$7,445	\$7,668	\$7,898	\$8,135	\$8,379
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Network Administrator*
**5% Market Step for Network Administrator \$8,798*
 Program Manager 2
**5% Market Steps for Tech Services Mgr \$8,798 and \$9,238*

Project Engineer*
**5% Market Step for Project Engineer \$8,798*

Salary Grade (13)	\$7,445	\$7,668	\$7,898	\$8,135	\$8,379	\$8,630	\$8,889
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Building Official

Salary Grade (14)	\$7,898	\$8,135	\$8,379	\$8,630	\$8,889	\$9,156	\$9,431
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APPENDIX B: MARKET STUDY

The City and Union agree that an in depth market study needs to be conducted for positions in the Supervisory and Professional Bargaining Unit and that during the negotiations for the 2018 and 2019 agreement there was not enough information to complete this process.

The following is what was agreed to complete this process:

- The City and Union will use Labor/Management Committee (LMC) meetings to identify the classifications and/or job descriptions that no longer accurately reflect the scope of work performed and will work with Department Heads and employees to make appropriate updates prior to working with the consultant.
- The City will use the Request for Proposal (RFP) process to select a consultant to complete the market study. The City agrees to share the RFP with the union in advance of posting so the union may provide feedback on the scope of work.
- Through the Market Study, if position(s) are determined to be compensated at greater than 5% above the consultant-determined market, the union will be given an opportunity to discuss the assumptions used in the assessment through the LMC meetings. The salary assessment will include currently designated Market Steps (inserted into Salary grades 5-12) that were based on subjective factors such as recruitment and retention that may be difficult to capture in a survey.
- The Market Survey will be completed by July 2019. Per Article 23.3 the agreement by and between the City of Bellingham and the Teamsters Local 231, a pay disparity of more than 5% in either direction is subject to negotiations with the bargaining unit.

APPENDIX C: HEALTH AND WELFARE/BENEFITS COST-SHARING SCHEDULE

**Maximum Employer Contribution Amounts
2018 and 2019 Maximum Monthly Employer Contribution Amounts**

Coverage Tier	2018 Employer Max Contribution	2019 Employer Max Contribution
EE	\$ 626.13	\$ 657.44
EE & SP	\$ 1,242.87	\$ 1,305.01
EE & 1 CH	\$ 940.64	\$ 987.67
EE & 2 CH	\$ 1,255.16	\$ 1,317.92
EE SP & 1 CH	\$ 1,557.39	\$ 1,635.26
EE SP & 2+ CH	\$ 1,871.90	\$ 1,965.50

Please see Staff Central for Monthly Medical Premium Rates

APPENDIX D: COMPENSATORY TIME TRAINING

For the term of this agreement, training will be provided to appropriate personnel, as needed, regarding schedule adjustments (“flex time”) and the accrual and use of compensatory time in accordance with Articles 9.4 *Time Off for Work Load Fluctuations* and 9.5 *Compensatory Hours for Additional Hours Worked*.