

# *COLLECTIVE BARGAINING*



# *AGREEMENT*

**BY AND BETWEEN**

**FERNDAL PUBLIC WORKS**

**AND**

**GENERAL TEAMSTERS UNION LOCAL 231**

**(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)**

**JANUARY 1, 2020- DECEMBER 31, 2022**

**Teamsters Union Local 231/City of Ferndale  
PUBLIC WORKS EMPLOYEE AGREEMENT  
January 1, 2020 - December 31, 2022**

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This Agreement is made and entered into by and between the City of Ferndale, Washington, hereinafter referred to as City, and General Teamsters Union Local 231, hereinafter referred to as Union.

Preamble:

The purpose of this Agreement is to achieve and maintain a harmonious relationship between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, benefits, and conditions of employment.

The parties to this Agreement share a common commitment to serve the citizens and businesses of the City of Ferndale to address the needs of the community, for the greater good.

The parties are committed to a collective bargaining relationship, which acknowledges the unique nature of public service both in terms of the demands placed upon employees, as well as budgetary restraints for public agencies. Both parties strive to identify equitable solutions within these constraints, and to seek meaningful, sustainable, and competitive compensation. Both parties also seek to honor the diversity of the City's workers, both in terms of the various backgrounds they may bring to the job, but the needs of each employee, with respect to health, family, childcare, and/or post-career expectations.

Both parties seek to provide high quality working conditions, and to enhance an ongoing relationship of trust and respect.

This Agreement has been jointly created by representatives of the City and the Union through the use of the Interest Based Bargaining (IBB) process. We are committed to continued use of the IBB process in our work together, and to resolving conflict whenever possible through achievement of consensus upon acknowledgement of all parties' interests. To that end, a Labor Management Committee is established through Article 12, for the purposes of maintaining and enhancing this relationship.

## **ARTICLE 1** **UNION RECOGNITION**

**1.01 RECOGNITION CLAUSE:** The City of Ferndale, Washington, recognizes the Union as sole and exclusive representative for the purposes of collective bargaining for all full-time and part-time employees of the City, excluding temporary employees hired in the Parks Department only, for no more than four hundred eighty (480) hours during the period of May 1 through September 30th, in a calendar year, office clerical employees, supervisors with the authority to hire and discharge employees, Police Officers and IAM technical employees.

**1.02** No employee shall be discharged or discriminated against for upholding Union principles and any employee working under instruction of the Union or who serves on a committee may do so without losing employee's position and without being discriminated against for such activity.

**1.03 NON-DISCRIMINATION:** Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, sexual orientation or gender identity, national origin, age, gender, marital status, mental, sensory or physical disability.

**1.04** 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 regards to Union dues and/or initiation fees.

## **ARTICLE 2**

### **UNION-MANAGEMENT RELATIONS**

**2.01** All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the City.

**2.02 NO STRIKE - NO LOCKOUT:** Neither the Union nor its officers, agents, representatives or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other concerted stoppage of work. There shall be no lockout by the City during the term of this Agreement as a result of a labor dispute with the Union, unless there is a violation of the above provision.

## **ARTICLE 3**

### **NEW HIRE NOTIFICATION**

**3.01** The City agrees to notify the Union of all new hires within seven (7) days of the hire date. Notification must list name, address and hire date.

**3.02** New Hire Orientation: The City will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. The orientation shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) days.

## **ARTICLE 4**

### **WORK SCHEDULE**

**4.01** The workweek for all employees shall commence at 12:01 a.m. on Monday and end at midnight the following Sunday. With the exception of the Water and Sewer Treatment Plant Operators, the weekly work schedule shall be Monday through Friday. All hours worked over eight (8) hours per day or over forty (40) hours per week shall be paid at the rate of time and one-half. At the option of the employee, compensatory time, as permitted by the Fair Labor Standards Act, with a maximum of bank of one hundred twenty (120) hours by the end of each calendar year, may be taken in lieu of overtime. By mutual agreement between the parties, alternative work schedules such as four (4) ten-hour shifts may be established.

**4.01.1** There shall be no mandatory split shifts and all shift changes shall require a one (1) week notice. Exceptions to this would be in the case of emergency or by mutual agreement. Emergencies may include such events such as storms, floods or fires. In the event City Hall is closed during a regularly scheduled workday those Employees who work will be awarded comp time, up to eight (8) hours, for coming in during the closure.

**4.01.1.1** If it is necessary to respond to an emergency, in the judgement of the Supervisor in consultation with Management and for the purpose of equitably distributing overtime and the maintenance of a rested workforce, it shall be the responsibility of the Supervisor to seek to provide equal overtime opportunities, with the goal of distributing overtime equally amongst the workforce. In calculating the distribution of overtime, the City shall consider the overall time period of the emergency event, and shall base overtime calculations on the hours of work in excess of a standard eight (8) hour workday within a twenty-four (24) hour period (I.E., in a three day, 72 hour, event, an employee would typically be expected to work 24 hours. Any work in excess of the 24 hours would then be paid at the overtime rate).

- (a) Should the Supervisor not be able to distribute overtime equally due to the length or magnitude of the emergency event, the Supervisor shall seek to coordinate overtime in a future event such that those individual(s) who were unable to take overtime will be given priority consideration for future overtime opportunities.
- (b) Within the context of this section, the Supervisor shall seek first to distribute overall amount of overtime equally and shall second seek to ensure that there is equal distribution of day and night shift overtime.

**4.02** Employees called back to work on a Saturday, Sunday or holiday shall be paid a guarantee of two (2) hours at the rate of time and one-half; all hours worked over two (2) shall be paid for at time and one-half.

**4.03** The weekly work schedule for Water and Sewer Treatment Plant Operators shall be as follows:

|          |                          |   |
|----------|--------------------------|---|
| Operator | #1                       |   |
| Shift:   | Monday through Friday    | 8:00 a.m. - 4:00 p.m. or<br>7:00 a.m. - 3:00 p.m. |
| Operator | #2                       |   |
| Shift:   | Sunday through Thursday  | 7:00 a.m. - 3:00 p.m.                             |
| Operator | #3                       |   |
| Shift:   | Tuesday through Saturday | 7:00 a.m. - 3:00 p.m.                             |

Shift Table  
Numerals Represent Shift Numbers

|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
|   | 1 | 1 | 1 | 1 | 1 |   |
| 2 | 2 | 2 | 2 | 2 |   |   |
|   |   | 3 | 3 | 3 | 3 | 3 |

**4.04 Water/Waste Water Treatment Plant Operators "On-call Duty":** Water/Waste Water Treatment Plant Operators who are assigned to "on-call duty" will be assigned a cellular telephone or laptop computer. On-call duty compensation shall be as follows:

**(a) Weekdays, Weekends and Holidays:** Employees will be on-call for twenty-four (24) hour periods. A different schedule may be utilized on mutual agreement between the City and the Employee. Compensation will be two (2) hours at the employee's regular hourly rate for each of these 24-hour periods.

**(b) Call-outs:** If the employee is able to respond from home using the laptop computer, compensation shall be one (1) hour at the rate of time and one-half in addition to the on-call pay. If the employee is required to physically respond and return to work, compensation shall be a minimum of two (2) hours at the rate of time and one-half. All hours actually worked over the two hours shall be compensated at time and one-half. The time necessary for the employee to physically respond and return to work shall not be included in the two (2) hour guarantee.

**4.04.1** While assigned to on-call status, employees are to refrain from any activity or conduct that would impair them from performing call-back duties. Employees will be expected to be able to return a telephone call within ten (10) minutes and respond as requested within thirty (30) minutes, or as soon as possible, considering inclement weather or other unforeseen events. Failure to respond within these time lines, when

called, shall mean that the employee will forfeit their on-call pay for that period and may be subject to discipline.

**4.04.2** The employee will be required to be on "on-call duty" no longer than two (2) calendar weeks (14 consecutive days) without relief from that duty. The "on-call duty" schedule will be prepared and posted one (1) month prior to the employee's on-call duty. The City will provide a minimum of one (1) week's notice to require a change in the on-call schedule. Exceptions to this would be in the case of an emergency situation. Emergency can mean such events as storms or floods. Exceptions may also result under by mutual agreement between the City and the employee.

**4.04.3** Employees will be allowed to trade on-call assignments in a fair and equitable manner; employees will be allowed to volunteer for additional on-call time to cover for those who desire to be excused; if there are inadequate volunteers, assignments may become mandatory.

**4.05 Public Works "On-call Duty":** Qualified Public Works Utility workers who are assigned to "on-call duty" will be compensated as follows:

**(a) Weekdays, Weekends and Holidays:** compensation for on-call duty shall be, at the choice of the employee, either two (2) hours for every day on on-call at the employees regular hourly rate, two (2) hours of comp time, or the use of a City vehicle for daily travel to and from work during the on-call period. The use of a city vehicle for on-call duties shall not be considered compensation for the purposes of IRS reporting. On-call periods are the seven consecutive 24 hour periods beginning 8:00 a.m. Monday and ending at 8:00 a.m. the following Monday.

**(b) Call-outs:** If the employee is able to respond from home compensation shall be a minimum of one (1) hour at the rate of time and one-half in addition to the on-call pay. When actually called in for duty in off hours, the responding employee shall be guaranteed a minimum of two (2) hours at the rate of time and one half. If actually called in for duty time spent on the phone prior to physically returning to work shall not be subject to compensation. All hours actually worked over the two (2) shall be compensated at time and one-half. The time necessary for the employee to physically travel to and from their home and worksite will not be considered hours worked or included in the two (2) hour guarantee.

**4.05.1** Employees assigned to the on-call schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry City communication equipment and are able to respond within the time limits stated. While assigned to on-call duty, employees shall refrain from any activity or conduct that would impair them from performing call-back duties, including but not limited to the operation of motor vehicles and equipment. Employees will be expected to be able to return telephone calls within ten (10) minutes and respond within thirty (30) minutes, or as soon as possible, considering inclement weather or unforeseen events. Failure to

respond within these timelines shall mean the employee may be subject to discipline. The hours spent on-call are not to be considered to be hours worked.

**4.05.2** To the extent the Employer may be able to do so; they shall work cooperatively with the affected employees to create a rotating schedule for on-call assignments. Such on-call assignments shall be equally allocated to all qualified employees who volunteer to be included in the on-call rotation. Qualified employees shall mean Public Works Supervisor, the Public Works Foreman, Mechanic or Utility Workers that are at Step 4 or above on the pay scale. This provision shall not preclude alternative rotation methods agreeable to all such qualified employees and the City. The employees will be allowed to trade on-call assignments with prior notification to the Public Works Supervisor or the Public Works Foreman and will be allowed to volunteer for additional on-call time to cover for those who desire to be excused. If there are inadequate volunteers, assignments may become mandatory. On-call duty rotation shall be for no more than two (2) consecutive weeks but of different duration with mutual agreement.

## **ARTICLE 5 PAID HOLIDAYS**

**5.01** The following days shall be considered as holidays:

|                      |                  |                        |
|----------------------|------------------|------------------------|
| January 1            | July Fourth      | Day after Thanksgiving |
| M. L. King Day       | Labor Day        | Christmas Eve          |
| President's Day      | Veteran's Day    | Christmas Day          |
| Friday before Easter | Thanksgiving Day | Personal Holiday       |
| Memorial Day         |                  | Employees Birthday     |

**5.02** All work performed on a holiday shall be paid for at the rate of time and one-half in addition to holiday pay.

- (a) By mutual agreement between employee and supervisor, the employee may select any day within the same calendar year of employee's birthday as the holiday.
- (b) The employee shall notify the Employer one (1) week prior to taking employee's personal holiday. Selection shall be by mutual agreement.
- (c) Holiday pay shall be in addition to pay for work performed on a holiday.
- (d) When a holiday falls on a Sunday, the Monday following shall be the holiday. If a holiday falls on a Saturday, the Friday preceding may be considered as the holiday.

### **5.03 Holiday Duty for Water and Sewer Treatment Plant Operators:**

- (a) All Operators may be required to change their shift to cover other Operators with time off. Time off for all Operators will be scheduled and approved by the Public Utilities Superintendent.
- (b) The Operator whose normal day off falls on the holiday will either take the adjacent day off, if scheduling allows, or eight (8) hours regular time will be accrued to be taken off at a later date, within thirty (30) days. The thirty (30) day time frame may be extended, subject to approval of the Public Works Director, provided such time shall be taken off at the earliest opportunity thereafter, and in no event later than sixty (60) days following the date of accrual.
- (c) The Operator working the holiday will be paid eight (8) hours holiday pay, plus work for four (4) hours at time and one-half and will be allowed to end the shift after four (4) hours. If problems arise which keep such Operator working beyond four (4) hours, the Operator shall be paid at time and one-half for actual time worked. Emergencies requiring callouts after the Operators shift has ended will be called out according to the call-out list which coincides with the Operator who is on duty for the holiday.

## **ARTICLE 6 VACATION SCHEDULE**

**6.01** A schedule of paid vacations shall be on the following basis. Vacation time shall be accrued monthly and credited to the employee each pay period as follows:

- (a) During the first year of employment, ten (10) days of vacation with full pay, credited incrementally with each pay period.
- (b) Beginning with the fifth (5<sup>th</sup>) year of employment, fifteen (15) days of vacation with full pay, credited incrementally with each pay period.
- (c) Beginning with the tenth (10<sup>th</sup>) year of employment, twenty (20) days of vacation with full pay, credited incrementally with each pay period.
- (d) Beginning with the fifteenth (15<sup>th</sup>) year of employment, the employee shall have twenty-five (25) vacation days with full pay, credited incrementally with each pay period. An employee may elect to receive pay for up to forty (40) hours of accumulated unused vacation hours, which shall be deducted from the leave balance. The employee must inform the City of their intent to receive pay no later than December 1. Pay cannot be received prior to the employee's anniversary date. If the employee chooses the option of twenty-five (25) days of paid vacation time, the fifth (5<sup>th</sup>) week must be scheduled after all employees have

scheduled their current year vacation time or at a time when no employees have chosen to schedule their current year vacation and shall comply with the carryover provision as outlined in 6.02. Once notified that an employee has chosen to receive pay for their vacation hours, the employee will be paid on the following pay period.

**6.02 VACATION CARRYOVER:** The maximum amount of vacation an employee may carryover into a new calendar year shall be one hundred (100) hours. When the carryover amount exceeds this limit, such vacation shall be forfeited. An additional forty (40) hours carryover may be authorized with management approval upon demonstration that the surplus carryover will be utilized within the first quarter of the next year.

**6.03** Pro-rated vacation shall be paid to employees who terminate their employment, or who are terminated, on the basis of their earned vacation from the employee's anniversary date to date of termination.

**6.04** Employees who work less than full time shall be paid a pro-rated vacation based on actual hours worked.

**6.05** For purposes of this clause, employees who work 1600 hours or more in their anniversary year shall be considered full time.

**6.06 Vacation Call Back:** Should an employee be called back to work while on vacation, the employee shall receive a guaranteed eight (8) hours at time and one-half. In addition, for such recall, the employee shall be credited that day(s) vacation back into his/her vacation bank.

## **ARTICLE 7 SICK LEAVE PAY**

**7.01** Employees covered by this Agreement shall receive sick leave pay as follows:

- (a) Sick leave shall build at the rate of one (1) hour for every forty (40) hours worked with a minimum of one (1) day per month. Employees may carry over a maximum of one thousand eighty (1,080) hours of sick leave from one (1) calendar year to the next.

**7.02** Employees who leave employment with the City to enter into the PERS retirement system shall be entitled to cash upon termination in the amount twenty-five percent (25%) of their sick leave bank at time of termination, with the bank maximum of one thousand eighty (1080) hours.

**7.03** Sick leave may be used for doctor appointments. Employees shall make every effort to schedule such appointments so as to least interfere with the normal eight (8) hour workday.

## **ARTICLE 8**

### **FAMILY LEAVE**

**8.01** All employees who have worked for the employer for at least 1,250 hours in the last twelve months are entitled to twelve (12) workweeks of unpaid family leave every twelve (12) months to (1) care for the employee's newborn child or adopted child, or (2) care for a child under 18 years of age who is suffering from a serious health condition, or (3) care for the employee's parent or spouse who is suffering from a serious health condition, or (4) due to the employee's own serious health condition. If both parents of the child are employed by Employer, they are together entitled to twelve (12) workweeks of unpaid leave in a twelve (12) month period. Parental leave taken for the care of a newborn or newly adopted child must be completed within twelve (12) months of the child's birth or placement for adoption. This policy will be administered in accordance with the Federal Family Medical Leave Act of 1993 (FMLA). Employees, if sick leave eligible, shall be required to utilize all accrued sick leave, compensatory time and all but five (5) days accrued vacation before any non-paid time off shall be utilized. Employees, if not sick leave eligible, shall use all accrued compensatory time and all but five (5) days accrued vacation before any non-paid time off shall be utilized. All leave granted in accordance with state or federal laws, whether paid or unpaid, shall count against the twelve (12) week period and each shall run simultaneously. For record keeping purposes, eligibility for the twelve (12) week leave shall be calculated on a rolling basis measured by looking at the twelve (12) months prior to the date a specific leave is to begin.

The City may recapture any premiums paid for health care for the employee on leave who fails to return to work for reasons other than the serious health condition of the employee or an immediate family member as defined by the FMLA. During the time employees are on unpaid leave, they shall not be entitled to any benefits granted under the terms of this Agreement other than health care.

**8.02** The City will comply with the Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), which establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. The City will post required posters (once available from ESD) to educate employees about this new state benefit and may adopt personnel policies to provide employees with guidance on PFML.

The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. For the period ending December 31, 2020, premiums will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted by the State). Each year, consistent with the law, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, consistent with RCW 50A.10.030. Should the State modify

PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes.

Employees can begin applying to ESD for leave and benefits as of January 1, 2020. ESD will make eligibility determinations. When applying to ESD, employees must also notify the City of the need for leave; employees should provide at least 30 days' advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable. Consistent with State law, PFML leave must run concurrently with FMLA if both are applicable.

If ESD approves a claim for benefits, benefit payments will be made by ESD directly to an eligible employee. Employees may not supplement the State PFML benefits with accrued or other paid leave from the City and will not be eligible for PFML benefits if receiving time loss benefits through the workers compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of City policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City policy and subject to any FMLA requirements.

## **ARTICLE 9** **JURY DUTY**

**9.01** Any employee covered by this Agreement that is called upon for jury service in any Municipal, County, State or Federal Court, shall advise the Employer upon receipt of such call and if taken from their work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service provided they exhibit to the Employer their properly endorsed check and permit the Employer to copy the check or voucher they receive for such service. The amount the employee shall be reimbursed shall not exceed the employee's regular rate of pay.

Employees who are dismissed from jury service by twelve o'clock noon shall report to employee's supervisor available for duty as soon as practical following release from service.

## **ARTICLE 10** **BEREAVEMENT LEAVE**

**10.01** If an employee covered by this Agreement suffers a death in the immediate family, such employee shall be allowed three (3) working days off without loss in pay. An additional two (2) days without loss in pay shall be allowed if such death necessitates travel outside of Washington State.

**10.02** Immediate family shall be defined as wife, husband, son, daughter, mother, father, stepmother, stepfather, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-grandchildren and grandchildren.

**10.03** Up to three (3) days of accrued leave may be used to attend the funeral of a friend or family member that is not listed above.

**10.04** Accrued Leave may be used if extended time off is needed.

## **ARTICLE 11** **LUNCH PERIODS**

**11.01** Employees shall be allowed lunch periods of at least thirty (30) minutes but not more than one (1) hour. Modifications may be permitted on a case-by-case basis as flex time, provided that adequate coverage is preserved, that no diminishment in overall hours worked during a pay period occurs, and that the employee receives prior approval from their supervisor.

**11.02** Rest breaks (coffee breaks) shall be allowed by the Employer approximately half-way through the first and second half of each shift when practical rest breaks should be scheduled in a manner that minimizes disruption of ongoing tasks. Not more than fifteen (15) minutes shall be allowed for each break.

## **ARTICLE 12** **LABOR MANAGEMENT COMMITTEE**

**12.01** A Labor Management Committee (LMC) is hereby established composed of representatives from Teamsters Union Local 231 Public Works, including a representative from each work area (City Hall, Parks, Public Works and Treatment Plants), and from Management representing the City of Ferndale. The Union Business Agent, and a shop steward or a bargaining unit member from each applicable work area shall be allowed to volunteer as members of the LMC. The Labor Management Committee shall meet on a quarterly basis in March, June, September, and December of each year, unless the parties agree that a meeting is not necessary for that quarter. The purpose of these meetings is for the parties to this Agreement to meet and discuss items of mutual interest and to establish a forum to facilitate resolution of issues and concerns as informally as possible. The Committee shall not have the power to change provisions of this Agreement, negotiate new Agreements or resolve grievances beyond what has been agreed to within this Agreement. Time spent in LMC meetings by Employee representatives, shall be paid, if said Employee is on duty, up to a maximum of three (3) hours per meeting.

**ARTICLE 13**  
**HEALTH AND WELFARE**

**13.01 MEDICAL, DENTAL AND VISION INSURANCE:** The City agrees to pay the required monthly premiums, during the term of this Agreement, to the Association of Washington Cities to provide medical coverage, to the employees and their dependents, as outlined in 13.02, and to the Washington Teamster Welfare Trust to provide dental and vision coverage, to the employees and their dependents, as outlined in 13.03 and 13.04, for each employee covered under this Agreement who was compensated for eighty (80) hours or more in the previous month. Said payments are to be made by the tenth (10<sup>th</sup>) day of each month.

**13.01.1 Maintenance of Benefits:** Employee monthly medical premium co-pays shall be as follows: Five percent (5%) of the medical premium Co-Pay amounts will be by payroll deduction using the City's pre-tax IRS Section 125 plan if the Employee chooses this option.

**13.02 MEDICAL COVERAGE:**

Effective January 1, 2020: AWC Health First 250 Plan, the Kaiser Permanente \$20 Co-pay Plan, or the Kaiser Permanente PPO Plan. The High Deductible Plan with a Health Savings Account will also be an option as previously practiced.

**13.03 DENTAL COVERAGE:** TEAMSTERS PLAN A.

**13.04 VISION COVERAGE:** TEAMSTERS EXTENDED PLAN.

**13.05 TERMS OF INSURANCE POLICIES TO GOVERN:** The extent of coverage under the insurance policies referred to above shall be governed by the terms and conditions set forth in said insurance contracts. Any question concerning coverage related to individual employee claims shall be resolved in accordance with the terms and conditions in said policy and the administrative review procedures provided therein and shall not be subject to the grievance procedure set forth in this Agreement.

**13.06** During the term of this Agreement the City agrees to discuss VEBA options.

**13.07 Medical Opt-Out benefit:** Employees who have medical coverage through their spouse, may choose to discontinue their medical coverage with the City of Ferndale, with written notice to the City, and receive a monthly cash benefit in the amount of 40% of the monthly medical premiums discontinued. The City will retain the balance of 60% of the monthly premium discontinued. The employee may re-enroll for medical coverage with a 30 day written notice to the City and forfeit their monthly cash reimbursement in the month(s) they receive medical coverage. Medical opt-out requests will be allowed on a first come/first serve basis by approval of the City so as not to jeopardize the participation requirements of the City's insurance provider. The employee requesting to

opt-out of medical coverage, provided by the City, agrees to indemnify and hold the City and the Union harmless against any and all claims, suits, orders and judgments brought and issued against the City or the Union in regards to the employee discontinuing their medical insurance coverage with the City.

**13.08** For Employees selecting the Kaiser Permanente \$20.00 Co-pay Plan or the Kaiser Permanente PPO plan, the employee shall receive forty percent (40%) of the difference between the cost for that plan and the cost of the Regence 250 plan, after deduction of the employee's five percent (5%) premium share.

## **ARTICLE 14** **SCHEDULE OF WAGES**

### **14.01** [SEE ADDENDUM "A" SALARY SCHEDULE]

**Anniversary Dates:** Employees hired on the 1st through 15th of a month will be assigned the first of that month as an anniversary date. Employees hired on the 16th through the end of a month will be assigned the 16th of that month as an anniversary date.

**14.02 LONGEVITY:** Employees covered by this Article who start their sixth (6<sup>th</sup>) year of employment shall receive a monthly amount of forty dollars (\$40.00) and thereafter an additional ten dollars (\$10.00) per month for each year of service. Employees who have reached their sixth year of employment prior to January 1, 2020 shall receive the additional ten dollars (\$10.00) per month beginning on their anniversary date in 2020; the longevity stipend amount shall not be retroactive.

**14.03 SHOE AND CLOTHING ALLOWANCE:** The City will reimburse employees for expenses associated with purchasing safety shoes and work related clothing (i.e. winter jacket, insulated coveralls) for up to two hundred seventy five dollars (\$275.00) per calendar year. Payment shall be made within fifteen (15) days of submission of receipts and properly filled out reimbursement request form to the Payroll Department. Employees purchasing safety shoes or clothing with the allowance provided in this section shall be required to wear said safety shoes or clothing, as appropriate, on the job.

**14.04 EXPENSE REIMBURSEMENT:** The City will reimburse employees for the following job related expenses as required:

- (a) Certification Fees
- (b) Commercial drivers license fees (excluding base license fees)
- (c) Immunizations or physicals necessary for continued certifications, licenses, etc.

Payment shall be made within fifteen (15) days of submission of receipts and properly filled out reimbursement request form to the Payroll Department.

**14.05** Employees working overtime shall receive a fifteen-dollar (\$15.00) meal allowance for every five (5) consecutive hours of overtime worked.

**14.06 Travel pay:** Employees required to travel out of town to attend meetings, etc., shall receive their regular rate of pay for time spent to and from the location of said meetings, etc. Those employees using their own vehicle, with prior approval from a supervisor, will also receive the applicable IRS mileage reimbursement to and from the meeting location. This compensation will be in addition to the employee's compensation for normal working hours, lodging and per diem expense allowance.

Travel within Whatcom County shall typically utilize City vehicles, unless the employee does not expect to return to work following the meeting or event, in which case the employee's vehicle may be used but will not be subject to mileage reimbursement.

**14.06.1 Per Diem Meal Allowance:** The City will pay a per diem rate for meal expenses based on the current General Service Administration (GSA) rate. Per diem amounts include taxes and tips, no receipts are required, amounts shall be adjusted for partial day travel and the City does not pay if a specific meal was included in the conference/training. The GSA rate will be the current GSA per diem amounts as listed on the GSA website.

**14.07 Out of Class pay:** An employee will be paid five percent (5%) above his/her current rate of pay when a manager assigns duties and responsibilities that are typical of a higher classification. When determining whether the employee is eligible for out of class pay, the manager shall first identify in writing the anticipated scope and duration of the out of class work. The manager shall only authorize out of class pay when it is determined that the tasks for which the employee will be responsible are substantive in nature and demonstrably outside of the normal course of work for the employee. Managers shall not authorize out of class pay only for incremental or periodic work such as responding to phone or email, filing or similar tasks.

**14.08 Certification Premiums:** Employees shall receive a monthly premium of 1%, with a 2% maximum, for certifications relevant to their employment, Premium for certifications shall not be payable if certification is a job requirement. Training for such certification(s) shall not be paid for by the City however, with mutual consent of the employee and the City, the City may pay for certifications but such certifications will not be eligible for the premium. Any training for certification(s) that will qualify for a premium payment shall have the prior approval of the City Administrator. The City reserves the right to limit the number of certifications that qualify for the premium. Existing certifications or certifications held at the time of employment do not apply.

**14.09 Deferred Compensation:** For any Employee that chooses to enroll in the State of Washington Deferred Compensation Program, the City will contribute up to one hundred thirty-five dollars (\$135.00) per month for each full-time Employee, on a matching basis. It is the Employee's responsibility to notify DRS of any change to their deferral amount. The City's contribution will begin upon notification from DRS.

**14.10 CDL Annual Physical:** For those employees' whose job requires CDL certification, the employee shall use the medical provider contracted by the City for their CDL physical or they may use their existing physician when their physician is qualified to perform CDL physicals.

**14.11 Education Incentive:** Employees shall receive a monthly educational incentive for a B.A. or B.S. degree from an accredited college or university in the amount of one hundred dollars (\$100.00).

## **ARTICLE 15** **SENIORITY**

**15.01** Length of service shall govern in layoff and recalling employees. Layoff shall be with the most junior employee laid off first and recalled last; provided, however, ability to perform the available work shall be required. Employees hired as trainees on State or Federal funded programs will not accrue seniority until such time as they are assigned as regular employees.

**15.02** Job openings shall be offered to qualified applicants in seniority order. Minimum job qualifications are to be set within ninety (90) days of the new CBA ratification for all current promotable job positions in the bargaining unit to give current employees a chance to become qualified for a position if there is interest before there is a vacancy. Newly created jobs must have the qualifications set as soon as possible and prior to posting so employees know what the qualifications consist of for that position. A reasonable probation period of up to ninety (90) days shall be in effect for the City or the employee to determine the employee return to their original position.

## **ARTICLE 16** **PROBATION PERIOD**

**16.01** New employees shall be placed on probation for a period of nine (9) months. At the completion of six (6) months the employee shall receive a written evaluation. After the employee has served the full probationary period, the employee shall be placed on the seniority roster as of the employee's date of employment.

**ARTICLE 17**  
**PAY PERIODS**

**17.01** Paychecks shall be issued on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) day of each month. Checks shall be available by noon on each assigned pay day.

**ARTICLE 18**  
**WARNING NOTICE**

**18.01 (a)** No employee shall be discharged or suspended except for just cause, and no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee, and a copy sent to the Union, of a complaint against the employee concerning the employee's work or conduct except that no such prior warning notice shall be necessary if such causes for discharge or suspension are drinking related to employee's employment, proven dishonesty on or off the job, or other similarly serious offenses.

**(b)** The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for discharge or suspension. No such warning notice shall remain in effect for a period of more than nine (9) months.

**(c)** Discharge or suspension must be by proper written notice to the employee and the Union within ten (10) days exclusive of Saturday, Sunday and holidays of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension except where dishonesty is involved. In cases where dishonesty is involved, the discharge or suspension notice must be within a reasonable time after discovery of the alleged dishonesty.

**(d)** Any employee may request an investigation as to the employee's discharge or suspension. Should such investigation prove an injustice has been done an employee, the employee shall be reinstated.

**(e)** Protests to suspension or discharge notice must be made in writing to the Employer within ten (10) days of the date of service of such notice exclusive of Saturday, Sunday and holidays. If the matter is not resolved to the satisfaction of the parties, either party may file the case under terms of the grievance and arbitration clause listed herein.

**ARTICLE 19**  
**INITIATION FEE AND DUES CHECKOFF**

**19.01** For employees who individually and voluntarily certify, in writing, that they authorize such deductions, Union initiation fees and dues shall be deducted by the Employer and remitted to the Secretary-Treasurer of Teamsters Union Local 231.

Accompanying said monies shall be a list showing names and social security numbers of each employee and the actual amount to be credited to their account. The Union will promptly furnish the Employer written notification of an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified the Employer will stop deducting initiation fees and dues.

**19.02** The City shall deduct and transmit to D.R.I.V.E., IBT 25 Louisiana Avenue, N.W., Washington, D.C., 20001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in writing signed by the employee on a form provided for that purpose by the International Brotherhood of Teamsters ("IBT"). The amount of such deductions, and the transmittal of such voluntary contribution(s), shall be as specified in such forms and in conformance with any applicable law. Such forms received by the City's Finance Department by the tenth (10th) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the City.

**19.03** The City shall remit to D.R.I.V.E. at the address above one (1) check covering all deductions made in the prior month no later than the fourteenth (14th) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the City have been satisfied.

**19.04** An employee may withdraw from the D.R.I.V.E. program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E. and the City's Finance Department. Such notices received by the City's Finance Department by the tenth (10th) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month.

**19.05** IBT shall indemnify and hold the City harmless from any claims which may be made by employees arising out of or related to the application of this Article.

## **ARTICLE 20** **UNION ACTIVITY**

**20.01** Uncompensated time off for Union activity may be requested. Such time off will be allowed so long as it does not unnecessarily disrupt the operation of the City, does not trigger overtime and is subject to the approval of the Department Head and City Administrator.

**ARTICLE 21**  
**SEPARABILITY AND SAVINGS**

**21.01** If any article or section of this Agreement should be held invalid by operation of law or by any tribunal 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 tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**22.01** A "Grievance" is a difference that arises between the City and its employee or between the City and the Union as to the interpretation or application of the provisions of this Agreement. It is the intent and purpose of the Union and the City to avoid and prevent grievances and misunderstandings. However, should such differences arise, an earnest effort shall be made to settle the difference as soon as practical between the aggrieved employee and/or the Union at the lowest level in the following grievance procedure. Grievances shall be settled in the following manner.

**STEP ONE:** A grievance shall be first discussed by the employee with his immediate Supervisor with or without his Union Steward present, as desired by the employee, within ten (10) business days of the incident or of the employee knowing of the incident. The Supervisor shall give an answer to the grievance within ten (10) business days of the discussion.

**STEP TWO:** If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2, it shall be referred in writing to the City Administrator within ten (10) business days after the Supervisor's answer. The written grievance shall contain: (1) Facts upon which the grievance is based, (2) Whenever possible, reference to the section or sections of the Agreement alleged to have been violated, (3) The remedy sought. The City Administrator shall answer within ten (10) business days after receipt of the grievance.

**STEP THREE:** In the event the grievance is not resolved in Step 2, either party may, within fifteen (15) business days after the City Administrator response, give written notice of arbitration to the other party.

Once the notice of arbitration is provided, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. The parties shall, at a mutually agreeable time, attempt to agree on an arbitrator from the list. If such efforts fail, the parties shall select an arbitrator by alternately striking one name from the list until only one name remains, said person being the arbitrator. The order of striking shall be by a coin toss. The arbitrator selected shall be jointly notified of his selection.

The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement, his authority being limited to the question submitted. Each party shall bear the cost of preparing and presenting their case, and 50% of the arbitration fees and all other costs. The decision of the arbitrator shall be final and binding on the parties.

All grievances and replies shall be in writing and shall be decided within the maximum periods stipulated, but excluding Saturdays, Sundays and all holidays as business days. The Postmarked date shall be considered as the start date for the purpose of calculating time periods in this Article. No grievance shall advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. In the event the parties do not comply with the maximum time limits established, the party who has not followed the time limits shall forfeit the grievance and the grievance shall be deemed waived and the other party shall prevail. Grievances so forfeited shall not establish a precedent. The time limits may be extended by mutual agreement of the Union and the City.

## **ARTICLE 23** **MANAGEMENT RIGHTS**

**23.01** It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement.

These rights include but are not limited to:

- (a) The right to determine its mission, policies and to set forth all standards of service offered to the public;
- (b) To plan, direct, control and determine the operations or services to be conducted by employees of the City;
- (c) To determine the methods, means and number of personnel needed to carry out the department's mission;
- (d) To direct the working forces;
- (e) To hire and assign or to transfer employees within the City;
- (f) To promote, suspend, discipline or discharge for just cause;

- (g) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (h) To make, publish and enforce rules and regulations;
- (i) To introduce new or improved methods, equipment or facilities;
- (j) To contract out for goods and services;
- (k) To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor, City Administrator; provided, that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

## **ARTICLE 24**

### **SUBCONTRACTING**

**24.01** It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

**24.02** Except where an emergency situation (including natural and/or man-made disasters) exists, at least sixty (60) days before the City contracts out work in a general area, where such contracting out would result in the lay-off of existing bargaining unit employees, the City will notify the Union and offer the Union an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off. Such discussion may include, among other items, the relative economic costs and the effect of such action upon bargaining unit employees who may be laid off as a result of such contracting.

## **ARTICLE 25**

### **TERMINATION CLAUSE**

**25.01** This Agreement shall be in full force and effect from January 1, 2020, to and including December 31, 2022.

**25.02** If either party desires to negotiate modifications, a written notice must be given to the other party at least sixty (60) days prior to January 1, 2023.

**25.03** Revisions agreed upon shall be effective January 1 of the year request has been made for modifications to the Agreement. Notwithstanding any other provision in this

Agreement, the parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

This Agreement is executed this 27<sup>th</sup> day of December 2019, by the duly authorized agents and representatives of the parties hereto.

CITY OF FERNDAL, WASHINGTON

TEAMSTERS UNION LOCAL NO. 231

By \_\_\_\_\_  
Jon Mutchler  
Mayor

By Richard J. Ewing  
Richard J. Ewing  
Secretary-Treasurer

## ADDENDUM "A"

Effective 1-1-2020 Salary Schedule (2019 increased by 3.5%)

Effective 1-1-2021 all wages shall increase by 3.25%

Effective 1-1-2022 all wages shall increase by 2%

Employees move to the next step each year on their anniversary date.

| Step (2%)<br>Grade(5%) | 1       | 2       | 3       | 4       | 5       | 6       | 7       |
|------------------------|---------|---------|---------|---------|---------|---------|---------|
| 15                     | \$7,127 | \$7,270 | \$7,415 | \$7,563 | \$7,715 | \$7,869 | \$8,026 |
| 14                     | \$6,788 | \$6,924 | \$7,062 | \$7,203 | \$7,347 | \$7,494 | \$7,644 |
| 13                     | \$6,465 | \$6,594 | \$6,726 | \$6,860 | \$6,997 | \$7,137 | \$7,280 |
| 12                     | \$6,157 | \$6,280 | \$6,405 | \$6,534 | \$6,664 | \$6,798 | \$6,934 |
| 11                     | \$5,864 | \$5,981 | \$6,100 | \$6,222 | \$6,347 | \$6,474 | \$6,603 |
| 10                     | \$5,584 | \$5,696 | \$5,810 | \$5,926 | \$6,045 | \$6,166 | \$6,289 |
| 9                      | \$5,318 | \$5,425 | \$5,533 | \$5,644 | \$5,757 | \$5,872 | \$5,989 |
| 8                      | \$5,065 | \$5,166 | \$5,270 | \$5,375 | \$5,483 | \$5,592 | \$5,704 |
| 7                      | \$4,824 | \$4,920 | \$5,019 | \$5,119 | \$5,222 | \$5,326 | \$5,433 |
| 6                      | \$4,594 | \$4,686 | \$4,780 | \$4,875 | \$4,973 | \$5,072 | \$5,174 |
| 5                      | \$4,375 | \$4,463 | \$4,552 | \$4,643 | \$4,736 | \$4,831 | \$4,928 |
| 4                      | \$4,167 | \$4,250 | \$4,335 | \$4,422 | \$4,511 | \$4,601 | \$4,693 |
| 3                      | \$3,969 | \$4,048 | \$4,129 | \$4,212 | \$4,296 | \$4,382 | \$4,469 |
| 2                      | \$3,780 | \$3,855 | \$3,932 | \$4,011 | \$4,091 | \$4,173 | \$4,257 |
| 1                      | \$3,600 | \$3,672 | \$3,745 | \$3,820 | \$3,896 | \$3,974 | \$4,054 |

| <u>Position</u>                       | <u>Grade</u> |
|---------------------------------------|--------------|
| Public Works Supervisor               | 15           |
| Public Utilities Superintendent       | 15           |
| Building Official                     | 14           |
| WWTP Chief Operator                   | 12           |
| Public Works Foreman                  | 12           |
| Plans Examiner                        | 11           |
| Building Inspector/Plans Examiner     | 11           |
| WWTP Lead                             | 11           |
| Senior Public Works Inspector         | 11           |
| PW Inspector                          | 10           |
| Capital Projects Inspector            | 10           |
| Mechanic                              | 9            |
| Public Works Lead                     | 9            |
| Right of Way Inspector/Utility Worker | 9            |
| Code Enforcement Officer              | 8            |
| PW Worker                             | 8            |

| <u>Position</u>         | <u>Grade</u> |
|-------------------------|--------------|
| Operator in Training    | 7            |
| Parks Lead              | 7            |
| Parks Worker            | 5            |
| Public Works Laborer    | 3            |
| Parks Laborer           | 3            |
| Part Time Parks Laborer | 1            |

\*\*No Current Employee will suffer a reduction in pay due to the ratification of this agreement. The minimum salary increase for all employees covered by this agreement on January 1, 2020 will be 3.5% above their salary on December 31, 2019.

## 2021 Wages

| Step (2%)  | 1       | 2       | 3       | 4       | 5       | 6       | 7       |
|------------|---------|---------|---------|---------|---------|---------|---------|
| Grade (5%) |         |         |         |         |         |         |         |
| 15         | \$7,359 | \$7,506 | \$7,656 | \$7,809 | \$7,965 | \$8,125 | \$8,287 |
| 14         | \$7,008 | \$7,149 | \$7,292 | \$7,437 | \$7,586 | \$7,738 | \$7,893 |
| 13         | \$6,675 | \$6,808 | \$6,944 | \$7,083 | \$7,225 | \$7,369 | \$7,517 |
| 12         | \$6,357 | \$6,484 | \$6,614 | \$6,746 | \$6,881 | \$7,018 | \$7,159 |
| 11         | \$6,054 | \$6,175 | \$6,299 | \$6,425 | \$6,553 | \$6,684 | \$6,818 |
| 10         | \$5,766 | \$5,881 | \$5,999 | \$6,119 | \$6,241 | \$6,366 | \$6,493 |
| 9          | \$5,491 | \$5,601 | \$5,713 | \$5,827 | \$5,944 | \$6,063 | \$6,184 |
| 8          | \$5,230 | \$5,334 | \$5,441 | \$5,550 | \$5,661 | \$5,774 | \$5,890 |
| 7          | \$4,981 | \$5,080 | \$5,182 | \$5,286 | \$5,391 | \$5,499 | \$5,609 |
| 6          | \$4,744 | \$4,838 | \$4,935 | \$5,034 | \$5,135 | \$5,237 | \$5,342 |
| 5          | \$4,518 | \$4,608 | \$4,700 | \$4,794 | \$4,890 | \$4,988 | \$5,088 |
| 4          | \$4,303 | \$4,389 | \$4,476 | \$4,566 | \$4,657 | \$4,750 | \$4,845 |
| 3          | \$4,098 | \$4,180 | \$4,263 | \$4,348 | \$4,435 | \$4,524 | \$4,615 |
| 2          | \$3,903 | \$3,981 | \$4,060 | \$4,141 | \$4,224 | \$4,309 | \$4,395 |
| 1          | \$3,717 | \$3,791 | \$3,867 | \$3,944 | \$4,023 | \$4,104 | \$4,186 |

## 2022 Wages

| Step (2%)<br>Grade (5%) | 1       | 2       | 3       | 4       | 5       | 6       | 7       |
|-------------------------|---------|---------|---------|---------|---------|---------|---------|
| 15                      | \$7,506 | \$7,656 | \$7,809 | \$7,965 | \$8,125 | \$8,287 | \$8,453 |
| 14                      | \$7,149 | \$7,292 | \$7,437 | \$7,586 | \$7,738 | \$7,893 | \$8,050 |
| 13                      | \$6,808 | \$6,944 | \$7,083 | \$7,225 | \$7,369 | \$7,517 | \$7,667 |
| 12                      | \$6,484 | \$6,614 | \$6,746 | \$6,881 | \$7,018 | \$7,159 | \$7,302 |
| 11                      | \$6,175 | \$6,299 | \$6,425 | \$6,553 | \$6,684 | \$6,818 | \$6,954 |
| 10                      | \$5,881 | \$5,999 | \$6,119 | \$6,241 | \$6,366 | \$6,493 | \$6,623 |
| 9                       | \$5,601 | \$5,713 | \$5,827 | \$5,944 | \$6,063 | \$6,184 | \$6,308 |
| 8                       | \$5,334 | \$5,441 | \$5,550 | \$5,661 | \$5,774 | \$5,890 | \$6,007 |
| 7                       | \$5,080 | \$5,182 | \$5,286 | \$5,391 | \$5,499 | \$5,609 | \$5,721 |
| 6                       | \$4,838 | \$4,935 | \$5,034 | \$5,135 | \$5,237 | \$5,342 | \$5,449 |
| 5                       | \$4,608 | \$4,700 | \$4,794 | \$4,890 | \$4,988 | \$5,088 | \$5,189 |
| 4                       | \$4,389 | \$4,476 | \$4,566 | \$4,657 | \$4,750 | \$4,845 | \$4,942 |
| 3                       | \$4,180 | \$4,263 | \$4,348 | \$4,435 | \$4,524 | \$4,615 | \$4,707 |
| 2                       | \$3,981 | \$4,060 | \$4,141 | \$4,224 | \$4,309 | \$4,395 | \$4,483 |
| 1                       | \$3,791 | \$3,867 | \$3,944 | \$4,023 | \$4,104 | \$4,186 | \$4,269 |

# City of Ferndale Public Works Department Laborer Position

## JOB DESCRIPTION:

1] The Laborer will be able to work with all types of hand tools, such as:

|  |                  |
|--|------------------|
| Chain saws                                   | Weedeaters       |
| Cutoff saws                                  | Blowers          |
| Power tools                                  | Tire changer     |
| Wrenches                                     | Torches          |
| Pumps  | Pavement grinder |
| Hand, backpack, or battery powered sprayers. |                  |

2] The Laborer will be a helper to the Utility Worker, and will always be in the secondary position. They will:

|   |                |
|---|----------------|
| Help Replace signs                      | Shovel         |
| Help lay Buttons                        | Spray          |
| Help lay out Premark                    | Flag           |
| Help clean pump stations                | Shovel asphalt |
| Wash and clean vehicles                 | Paint          |
| Help patch pot holes                    | Jack hammer    |
| Help replace PRV's                      | Drive pickups  |
| Mow and weed-eat City lawns or property | Go for parts   |

3] The Laborer will be restricted from driving any heavy equipment. The Laborer will not need a CDL. However if the Laborer receives the proper permit they may operate the following equipment under the direct supervision of a qualified Utility Worker. Restricted equipment includes:

|                  |               |
|------------------|---------------|
| Dump trucks      | Rollers       |
| Backhoes         | Paintstriper  |
| Graders          | Tar pot       |
| Front end loader | Jet truck     |
| Dozers           | Vacuum truck  |
| Sanders          | Tractor mower |
| Snow plows       | Tractors      |

4] The Laborer will be restricted from performing the following duties, but for training purposes, may perform this work under the direct supervision of a Utility Worker:

|                   |                   |
|-------------------|-------------------|
| Changing meters** | Doing Locates     |
| Installing meters | Doing Inspections |

5] The Laborer will be allowed to work in the Mechanic Shop but will not perform mechanic work. The Laborer may:

Clean parts  
Clean shop  
Pick up tools  
Straighten bolt bins and parts room

Put stock away  
Inventory parts  
Change tires

6] The Laborer will be restricted from:

Service of vehicles  
Setting up vehicles to be put in service  
Any other mechanical work

7] The Laborer will be called for overtime work only after all Utility Workers have been given the opportunity for such work and the Laborer shall only be a helper to the Utility worker(s) in a secondary capacity.

8] There will be a ratio of one (1) Laborer to not less than four (4) Utility workers at all times. The ratio will be based on the total number of employees covered by the Public Works Collective Bargaining Agreement. If the ratio is reduced due to retirement or termination of a Utility Worker, the Laborer with the most seniority, provided they are qualified, will be upgraded to Utility Worker. If there are no current Laborers qualified to be upgraded, the City will have up to thirty (30) calendar days to correct the ratio of Laborers to Utility Workers or the Laborer(s) with the least seniority will be laid off to bring the ratio into compliance with this Agreement.

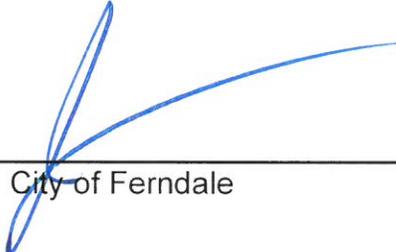
\*\*After one year on the job the Laborer will be allowed to change residential ¾" meters, if deemed proficient, without the direct supervision of a Utility Worker.

## CITY OF FERNDALE

### EMPLOYEE RECLASSIFICATION PROCEDURES

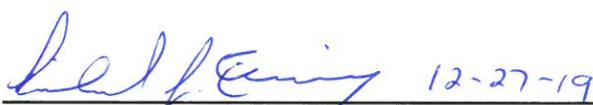
1. All positions shall have an approved job description which shall include a description of the anticipated duties and responsibilities. The job description shall also include the anticipated skills, training, education, and experience required for each position.
2. The City shall endeavor to provide all necessary training and education needed to enable the employee to meet the requirements of their job description.
3. The City encourages all employees to gain additional skills, training and education that enables them to better complete their job requirements. Should the City and/or an employee desire to receive training or education that is not strictly within their job responsibilities but may benefit the City, such requests shall be considered.
4. Whenever an employee feels that 50% or more of their daily job duties exceed the parameters outlined in their respective job description, they may petition the City for a job reclassification.
5. Such petition shall be provided to the Department Head and shall include a copy of their existing job description, the new and/or expanded duties that have been performed, a description of how the expanded job responsibilities exceed their current job requirements, and a recap of the time over the last six months that the expanded job duties have been performed. In addition, the petition shall include a statement by the employee as to their desired reclassification title/range/step.
6. Within 10 days following the submission of the reclassification petition to the Department Head, the employee and Department Head shall meet and discuss the petition, its accuracy, and the sufficiency of the required documentation.
7. Within 10 days following the meeting between the employee and the Department Head, the Department Head shall submit the petition and the required documentation to the City Administrator, The submission of the petition to the City Administrator shall also include a statement by the Department Head as to whether they support the petition and whether the supporting documentation supports a reclassification.
8. The City shall make a formal decision on the reclassification petition within 30 days of submission to the City Administrator.

9. Should the City agree to the reclassification, the new title/range/step shall commence on the next full pay period following the submission of a Job Action form. In addition, the reclassified position shall carry a nine (9) month probation period. During this time they may elect to return to their previous classification without loss of seniority, or the Employer may, after a fair and reasonable opportunity, determine that the employee is unable to perform the work required in the new classification, in which event the employee shall be returned to their former classification without loss of seniority. This right of return shall not apply to employees that are terminated from employment for just cause by the Employer.
10. Should the City not agree to the reclassification, a conference meeting shall be held with the employee within 10 days of the City's denial of the reclassification. The purpose of this conference shall be to discuss if the reclassification petition could be so modified as to receive approval by the City. This conference meeting may include such City and employee representatives as each party may deem appropriate. Any reconsideration decision by the City shall be made within 10 days following the conference meeting.
11. Should the City deny the reclassification petition following the conference meeting, the employee may subject the issue to the Grievance Procedures outlined in the union contract.
12. The approval or denial of a reclassification request, or the rationale for such a decision including an attempt to equalize pay or maintain comparative pay for other employees, shall not be utilized as grounds or precedent for any other reclassification request.



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City of Ferndale



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Teamsters Union Local 231

# GLOSSARY OF TERMS

Within the context of this agreement, the following terms shall apply:

Emergency, or Emergency Situation shall mean an incident or incidents of variable duration, whether manmade, natural disaster, or other such similar event, which requires a substantive but temporary change in workforce necessary to prevent or mitigate major damage, destruction, or interruption of service. An emergency event may be caused by, but is not the same as, inclement weather.

Inclement Weather shall mean significant weather events, most commonly heavy snowfall, flooding, or major wind, that may interrupt power to City facilities, or which result in dangerous driving conditions such that the average driver may experience significant hardship in arriving to work on time, if at all.

Essential Personnel, during an Emergency or Emergency Situation, shall mean those City Staff whose primary duty in an Emergency or Emergency situation shall be in responding to the event. Those individuals determined to be Essential Personnel may vary depending upon the nature of the Emergency, and may evolve during an Emergency or Emergency Situation, as determined by the supervisor, department head, or Mayor/ City Administrator.

City shall mean the City of Ferndale, Washington.

Union shall mean the Public Works Unit of General Teamsters Union Local 231.

Management shall mean: Department Head, Human Resources Director/City Clerk, City Administrator/Mayor.

Labor Management Committee shall mean a group composed of Management and Union members and meets for the purpose of identifying improvements that may be made to this Agreement between scheduled negotiations.

Full-Time Employee shall mean one regularly scheduled to work a minimum of thirty-five (35) hours per week.

Permanent Part-Time Employee shall mean an employee who is regularly scheduled to work seventy-nine (79) hours or less per month, with no established end-date to the position.

Separation-Eligible Employee shall mean an employee who has not accrued sufficient time in accordance with the Department of Retirement Services, or the PERS program, and is eligible for retirement.

Retirement-Eligible Employee shall mean an employee who has accrued sufficient time either in accordance with the Department of Retirement Services or the PERS

Grievance is a difference that arises between the City and its employee or between the City and the Union as to the interpretation or application of the provisions of this agreement.

Complaint shall mean a written communication from one or more employees to management or a supervisor expressing dissatisfaction, grief, conflict or concern, generally concerning items that are not regulated by this Agreement.

Temporary Employee shall mean an employee who is hired for not more than one hundred twenty (120) calendar days. Such employee is excluded from the bargaining unit and the benefits set forth in this Agreement.

Flex Time shall mean the ability for employees to coordinate limited variability in work schedules to accommodate periodic scheduled absences, provided that adequate coverage of that employee's duties is retained. Employees are authorized to coordinate additional work schedule variability with their supervisor so as to accommodate more frequent or repetitive modification to the standard schedule, provided that adequate coverage is ensured and that there is no reduction in the total required hours worked during a pay period.

Union Shop Steward shall mean a Teamster Bargaining Unit Member that the Union has appointed to act as Shop Steward to carry out duties as assigned by the Secretary-Treasurer of Teamsters Local 231.

## **WEINGARTEN RIGHTS FOR BARGAINING UNIT EMPLOYEES**

**\* The Union recommends employees exercise their Weingarten rights as follows:**

- 1.** If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward or business representative present. If possible, notify the Union steward or business representative of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
- 2.** If you are unable to obtain representation before entering the meeting, you should:
  - (a)** Ask whether you are free to leave the room if you choose to do so;
  - (b)** Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - (c)** If so, ask that (1) a Union steward or business representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union steward or business representative in private prior to the questioning;
  - (d)** If a Union steward or business representative is unavailable, ask that the meeting be postponed until one can be present;
  - (e)** In the event the Employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

**\* These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.**