

City of Blaine
Request for Council Action
Meeting Date: November 23, 2020

Subject: Blaine City Light Crew Collective Bargaining Agreement

Department: City Manager

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Attachments:

1. Final Draft Collective Bargaining Agreement Between City of Blaine, Washington, And Blaine City Light Crew 1/1/2021-12/31/2022
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Background/Summary:

The City of Blaine electric workers group composed of employees serving in Lineman, Lead Lineman and Electric Foreman positions are an organized, non-union bargaining group. The City has been in negotiation with the bargaining group to establish a new collective bargaining agreement (CBA) to replace the CBA expiring on December 31, 2020.

The City Manager presents Attachment 1 (Final Draft Collective Bargaining Agreement between City of Blaine, Washington and Blaine City Light Crew 1/1/2021-12/31/2022) for City Council consideration. The CBA aligns with our 2021 Budget and sets standards and parameters similar to those that apply to other bargaining groups.

Budget Implications: Current Budget New Budget Request Non-Budgetary

The CBA is non-budgetary in 2020. It aligns with the proposed 2021 Budget.

Recommendation:

The City Manager recommends that the City Council approve the agreement and authorize the City Manager to execute the Collective Bargaining Agreement between City of Blaine, Washington, and Blaine City Light Crew.

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)



Collective Bargaining Agreement Between
City of Blaine, Washington
And
Blaine City Light Crew

January 1, 2021 through December 31, 2022

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ARTICLE 1 GENERAL CONDITION

1.0 General Condition

1.01 The City and the Light Crew recognize that harmonious relations should be maintained between them and with the public. The City hereby recognizes the Light Crew as the exclusive bargaining representative of all employees employed within the bargaining unit defined by the classifications listed in EXHIBIT A.

1.02 The City is engaged in public service requiring continuous operation and it is agreed that the obligation of continuous service is recognized by the City and its employees who are members of Blaine City Light.

1.03 Any and all rights concerned with the management operations of the City and its departments are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt reasonable rules for the operation of a department and the conduct of its employees provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The City has the right to discipline, temporarily lay-off, or discharge employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned to duty at any time and such other rights as are normal to municipal corporations and not expressly limited by this Agreement or applicable laws.

The Light Crew recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet and discuss with the Light Crew, prior to implementation of such performance standards. The City and the Light Crew agree that performance standards will be reasonable.

Notwithstanding any other provisions of this Agreement, the employer may take all actions necessary to comply with the Americans with Disabilities Act.

1.04 All City policies referred to herein are accepted as part of the Collective Bargaining Agreement and will not be changed without mutual consent during the term of this Agreement.

1.05 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 interest of efficiency, economy, and improved work product or emergency.

1.06 It is the intention that the provisions of this contract comply with all local, state and federal laws. If changes occur to the law during the length of the agreement, such practices will be amended to comply with the law.

1.07 No employee will be laid off and have his/her work outsourced until the Light Crew and

the affected employee(s) have a reasonable opportunity to offer a competitive alternative/solution. The decision to outsource remains with the City.

- 1.08 The federal regulations and the Electrical Workers Safety Rules – W.A.C. 296-45 shall be observed and copies shall be made available by the City and the Light Crew. The rules provide the minimum standards of safety to be observed by the Employer and the employees. The safe work practices that are in effect on City of Blaine property, which are more stringent than in this Agreement, shall apply.
- 1.09 **NO STRIKE, NO LOCKOUT.** The City and the Light Crew agree that public interest requires efficient and uninterrupted performance of municipal services and for this reason it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement: (a) The Employer shall not lock out its employees; and (b) neither the employees nor their agents or other representatives shall directly or indirectly authorize, assist, or encourage or participate in any way in any strike including walk out, slow down, or any other interference with the operations of the Employer.
- 1.10 In the event the duties of a particular classification change due to new technologies or future automation, the City shall provide training/retraining opportunities. The City will make every effort to find positions for those displaced by new technology or automation.
- 1.11 The parties of this Agreement agree that this Agreement will be binding upon any successor or assigns of the City and the provisions and terms may not be affected or changed in any respect by the consolidation, merger, sale or transfer of the Light Department Utilities.
- 1.12 **Drug/Alcohol Policy.** A drug and alcohol policy as outlined in the City's Drug and Alcohol Control Policy #3-21 shall be incorporated by reference and serve as a part of this Agreement.

ARTICLE 2 CLASSIFICATIONS COVERED

- 2.0 Classifications Covered
- 2.01 The classifications of all employees of the City covered by this Agreement and eligible for Light Crew membership shall be listed in EXHIBIT A attached hereto and made a part of this Agreement.
- 2.02 Whenever the City creates a new position to be included in the Bargaining Unit, or changes an existing job, the City shall prepare a job description and evaluate the job, and shall then provide the Light Crew with a copy of the job description and the classification information. The City and the Light Crew may discuss the new or changed job. Wages for any newly created positions will be determined by the wage formula stipulated in EXHIBIT A.
- 2.03 Other employee classification status:

2.03.1 New Hires – New employees shall serve a six-month probation period. Upon successful completion of the probationary period, an employee shall become a regular employee. During the probationary period, the employee may be terminated without cause from employment and the termination shall not be subject to the grievance procedure.

2.03.2 Regular Part-Time Employees – Regular part-time employees are employees hired for an indefinite period of time in a regular position and whose normal work schedule is less than 40 and more than 20 hours per week. Regular part-time employees are eligible for benefits on a pro-rata basis.

2.03.3 Temporary Employees – Temporary employees are employees who are hired for a defined period of time and may be either full-time or part-time. Temporary employees shall not be on employee status for more than six months in a twelve-month period, and are not eligible for fringe benefits including sick leave, vacation and holiday pay. If an employee on temporary employment status becomes a probationary employee, the employee shall receive credit for continuous service for purposes of vacation and sick leave accrual. For purposes of medical insurance coverage, holiday, and other benefits, the employee shall be considered a new employee as of the date of change to probationary status. Employees who are employed in a seasonal or temporary capacity with the City and are subsequently appointed to a full-time or part-time regular position may have any time served in their most recent appointment credited towards their probationary period. This will not be applicable for purposes of computing seniority, or fringe benefits or other leave benefits.

- a) The City shall annually notify the Light Crew of the base rates to be paid to temporary employees.
- b) Temporary employees doing bargaining unit work for an entire shift shall be paid at an appropriate step rate as specified in the Agreement.
- c) A temporary employee may be retained on temporary status beyond six months in a twelve-month period by mutual agreement between the City and the Light Crew.
- d) A temporary employee may be terminated by the Public Works Director prior to the end of the projected work period.

ARTICLE 3 GRIEVANCES AND ARBITRATION

3.0 Grievance Procedures and Arbitration

3.01 Purpose — It is the purpose of this article to provide a procedure for prompt, equitable adjustment of grievances concerning the interpretation or application of a provision or provisions of this Agreement.

3.02 Step 1 — An employee or group of employees who feel they have a legitimate grievance related to a provision of this agreement may discuss the matter with their immediate supervisor, or refer the grievance to the Light Crew Steward for discussion with the Public Works Director, within ten working days of the occurrence or knowledge of the occurrence giving rise to the grievance. The supervisor shall submit an answer within

ten working days.

- 3.03 Step 2 — Grievances not satisfactorily settled by the Public Works Director shall be reduced to writing by the Light Crew and submitted to the City Manager within ten working days of the receipt of the supervisors answer. A Light Crew representative and the City Manager shall meet and consider the written grievance within ten working days of receipt of the grievance. The City shall give its decision in writing within ten working days after the termination of such meeting.
- 3.04 Step 3 — If the City Manager's answer to the grievance does not resolve the matter, the grievance may be submitted to arbitration by written notice to the City Manager within fifteen working days of receipt of the City Manager's answer. The parties shall first attempt to select an arbitrator by mutual agreement. If agreement on an arbitrator is not made within fifteen calendar days, either party may request a list of nine arbitrators from the Federal Mediation and Conciliation Service, but such request must be mailed within thirty calendar days of receipt of the City Manager's grievance answer. The arbitrator shall be chosen from the list by alternate striking of arbitrator names. When each party has stricken four names, the remaining arbitrator shall be the appointed arbitrator. The order of striking names from the list shall be determined by the flip of a coin.
- 3.05 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, or amend the terms of this Agreement. The arbitrator's power shall be limited to the interpretation or application of a provision or provisions of this Agreement.
- 3.06 The cost of the arbitrator and hearing room shall be borne equally by the City and the Light Crew, and each party shall bear the costs of presenting its own case, including time lost from work by their respective representatives and witnesses.
- 3.07 Extension of Time Limitations — The time limits provided for in this article may be extended by mutual agreement in writing. Failure by the employee/Light Crew to process the grievance in accordance with these time limits without such mutual agreement shall constitute an abandonment of the grievance. Failure by the employer to submit a reply within the specified time limits shall cause the grievance to advance to the next step in the grievance procedure.
- 3.08 A grievance may be initiated at Step 2 of the grievance procedure by mutual agreement.

ARTICLE 4 EMPLOYEE BENEFITS

4.0 Paid Leave

4.01 Holidays

The following days shall be considered as paid holidays:

January 1

Martin Luther King Jr. Day

Presidents Day

Memorial Day

July 4th

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two Floating Holidays

4.02 All scheduled work performed on a holiday shall be paid at two times the base hourly rate in addition to the holiday pay. Holiday pay shall be defined as eight hours pay at the straight time rate.

4.03 The employee shall schedule floating holidays at least one week prior to taking floating holiday. Approval shall not be unreasonably withheld. Floating holidays must be taken within the calendar year and cannot be carried to the next year. New employees hired June 30 or before shall receive two personal holidays that calendar year. Those hired on or after July 1 will receive one personal holiday that calendar year.

4.04 When a holiday falls on a Sunday, the Monday following shall be the holiday. If a holiday falls on a Saturday, the Friday preceding will be considered as the holiday. If a conflict occurs concerning the day the holiday will be recognized, the State of Washington recognized day will apply.

4.05 Employees must be in a pay status on the work day prior to and the work day following a holiday to be eligible for holiday pay.

4.06 Regular part time employees shall observe the established holidays and be compensated for the same in ratio of hours actually worked, providing the holiday falls on the employee's regularly scheduled workday.

4.07 If an employee's religious belief requires observance of a holiday not included in the basic holiday schedule, the employee may request to take the day off using a floating holiday, vacation, compensatory time, or leave without pay.

4.08 Annual Vacation

Regular full time and regular part time employees shall be given annual vacation. Regular part time employees shall accrue vacation based on the ratio of hours actually worked to 2,080 hours. Temporary employees are not eligible for these benefits. The maximum vacation carryover balance from one calendar year to the next will be limited to 280 hours. Employees separating from City employment will be allowed to cash out up to 240 hours of vacation.

Vacation shall be accrued monthly as follows:

1 thru 2 years of employment	13 days of vacation or 8.67 hours per month
After 2 years of employment	14 days of vacation or 9.33 hours per month
After 3 years of employment	15 days of vacation or 10.00 hours per month
After 4 years of employment	16 days of vacation or 10.67 hours per month
After 5 years of employment	17 days of vacation or 11.33 hours per month
After 8 years of employment	18 days of vacation or 12.00 hours per month
After 10 years of employment	19 days of vacation or 12.67 hours per month
After 12 years of employment	20 days of vacation or 13.33 hours per month
After 15 years of employment	25 days of vacation or 16.67 hours per month

4.09 Sick leave

It is recognized that there are times when an employee will need time off due to illness, injury and unforeseen emergencies. Therefore, a paid sick leave program is created to act as a type of insurance policy in the event an employee may not be able to work for certain periods of time. Sick leave is earned and to be used under the following conditions:

- a) Full-time regular employees shall accrue sick leave at the rate of eight hours each month worked to a maximum of 1200 hours. Regular part time employees shall accrue sick leave based on a pro-rated amount to reflect their normally scheduled work week as compared to a full time work week of 40 hours.
- b) Sick leave may be taken when one is ill, injured, disabled or has been exposed to a contagious disease in which the presence of the employee is considered a possible risk to the health of others, or for medical examination or treatment when such appointments cannot be scheduled outside of working hours.
- c) Department heads may require a doctor's certificate or other evidence of illness at his/her discretion.
- d) Employees are required to inform their supervisor of any inability to come to work. This should be done within a reasonable time of the scheduled starting time.

4.10 Coordination of Sick Leave with Time Loss Payments — In the event of an on-the-job injury that causes a regular employee to take time off of work for treatment and/or recuperation, that time will be charged to the employee's sick leave balance, if any, until the Washington State Department of Labor and Industries has determined whether the claim is covered under the Worker's Compensation Program. If the claim is covered, the

sick leave account of the employee will be restored by the amount of the time loss award divided by the employee's normal rate of pay computed on an hourly basis. In order to be eligible for this benefit, the employee must turn in all the time loss payments from the State to the City. If and when sick leave is exhausted, this same procedure will be continued using the employees accrued vacation and/or compensatory time balance. Once all sick leave and vacation leave balances are depleted, the employee will be eligible for a salary equal to their time loss payments from the State.

4.11 Paid Family Medical Leave —Family Medical Leave: Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. The Employer shall pay the required Employer share of the premium. Employees shall pay the required Employee share of the premium through payroll deduction.

4.12 Other Leaves

a) Medical Leaves of Absence — Unpaid leaves of absence up to six months may be granted in the case of an employee's sickness or disability when supported by a physician's certificate of necessity and reasonable expectation of a timely return to duty. Prior to application for a medical leave of absence, an employee's accrued sick leave, annual leave, compensatory time and floating holidays must be exhausted. Such medical leaves will be coordinated with and counted toward the Family and Medical Leave of Absence.

b) Continuation of Benefits — Employees on paid sick leave, vacation, military or jury duty leave shall continue to receive all benefits including the accrual of vacation, sick leave, holiday pay, pension and all insurance benefits. Those in other than paid leave status shall not be entitled to and shall not accrue any of the benefits of the City.

c) Bereavement Leave - If an employee covered by this contract suffers a death in the immediate family, such employee shall be allowed three (3) working days off without loss in pay, except in the event of the death of the employee's spouse, domestic partner, child, or parent in which case the employee shall be allowed five (5) working days off without loss in pay.

1. Immediate family is defined as spouse, domestic partner, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, step-children, grandparents and grandchildren of either employee or employee's spouse.

2. In the event of a death of a relative not a member of the employee's immediate family as defined in Article 8.02 or the death of an individual of the employees household, the employee shall be allowed one (1) working day off without loss in pay.

d) .

d) Military Leave – Refer to City Policy #3-11.

e) Leave of Absence Without Pay – The City Manager may grant regular full time and part time employee's leave of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off

work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, or other reasons which would be to the interest and welfare of the City and are not solely for the employees personal gain or profit, or fulfilling a military obligation in excess of 21 working days per year. An employee on a leave of absence without pay does not accrue vacation or sick leave and all other benefits paid or unpaid will cease.

f) Sick Leave Donation –

1. Any employee covered by this agreement may donate a portion of their accrued sick leave to another employee of the City who has completed at least six (6) months of service, upon written notice to the donating and receiving employees department heads.
2. Any employee covered by this agreement suffering from a “serious” illness or injury and are within eighty (80) hours of exhausting their own sick leave may make one request for sick leave donations. One request is permitted during a rolling twelve-month period.
3. The receiving employee must be suffering from a “serious” illness or injury and the receiving employee must have exhausted their own sick leave. “Serious” is defined as to be a condition which is likely to cause the employee to take leave without pay or to terminate employment.
4. Sick leave donations are strictly voluntary. Donations shall be in increments of eight (8) hours. No employee may donate more than forty (40) hours in a calendar year.
5. No donation shall be allowed unless the donating employee’s sick leave bank immediately subsequent to the donation is two-hundred and forty (240) hours or more.
6. Donated sick leave hours must be used within one-hundred and eighty (180) calendar days. Unused sick hours after one-hundred and eighty (180) days will return to the original donor. Donated sick leave hours are excluded from the sick leave cash out provisions of the agreement.

- g) Sick Leave Cash Out - Upon retirement, or separation of employment in good standing with at least twenty (20) years of service, the employee will receive pay for fifteen percent (15%) of his/her accumulated sick leave, up to the accrual limit of (one-thousand two-hundred) 1200 hours.

ARTICLE 5 SCHEDULES OF WAGES

5.01 In the event that the City and the Light Crew cannot reach agreement on a schedule of wages, the following power utilities will be used for guidance:

1. Kittitas County PUD
2. Ferry County PUD
3. City of Milton
4. City of Cheney
5. City of Sumas

5.02 The contractual wage rates are shown in EXHIBIT A.

- 5.03 Longevity – Employees covered by this Agreement who start their sixth year of employment shall receive a monthly amount of \$36.00 and thereafter \$6.00 per month for each year of service to a maximum of \$150.00 at 25 years of service.
- 5.04 The City shall reimburse employees for all reasonable job required expenses incurred, such as safety equipment, commercial driver's license and required immunizations. When submitting a claim, the employee will include itemized receipts.
- 5.05 Shoe and Clothing Allowance: Employees covered by this Agreement shall have an annual shoe and clothing allowance in the amount of \$1,000.00 (one thousand dollars) gross. Such allowances shall be payable in a lump sum, effective January 1st of each year to be paid in the January month end payroll not later than February 15th.
- a) New employees shall have an initial shoe and clothing allowance in the amount of \$1,500.00 (one thousand five-hundred dollars) gross to be paid with their first end of month payroll distribution after hire.
 - b) It is the employee's responsibility to ensure that clothing is approved fire retardant such as to comply with OSHA 29 CFR 1910.269
 - c) Allowance Payback (First Year Only): The City will have the option to re-coup a pro-rated amount of the shoe and clothing allowance under the following conditions:
 - 1. The employee has taken advantage of the provision(s), and
 - 2. The employee's employment is terminated within one (1) calendar year of the employee's initial date of hire, then
 - 3. The actual amount to be recouped shall be the disbursement amount divided by 12, times the number of months owed. For example, if the employee's employment is terminated with three (3) months to go in a calendar year, the City will recoup \$375 for a \$1,500 outlay ($\$1,500/12 = \125 ; $\$125 \times 3 = \375).
 - 4. The amount owed will be withheld from the employee's final paycheck
 - d) New employees hired after June 30 of any year shall receive one-half of the first year clothing allowance to be distributed with their first month's payroll. Allowance payback shall apply to one-half disbursements as described above.
 - e) Raingear is not included in the employee clothing allowance. Fire retardant raingear shall be provided by the City for employee use and shall be City property.

ARTICLE 6 BENEFITS

- 6.01 Health and Welfare, Dental and Vision Care: The City agrees to pay 90% of the employee, spouse, domestic partner, and eligible dependent premiums for health insurance. Employees will pay the remaining 10% of insurance costs through a

payroll deduction. The City agrees to pay 100% of the dental and vision benefits. Eligibility for coverage shall be based on 80 hours or more of compensation in the previous month. The City will provide coverage at substantially the same level of benefits during the life of this Agreement. The City retains the exclusive right to select the plans and carriers (or to develop and implement a self insurance plan) for medical, dental and/or vision coverage, provided that the successor plan(s) shall provide substantially equal coverage to the pre-existing plan(s). Substantially equal shall be construed to mean that a reasonable person would conclude, after comparing the pre-existing and successor plans, that the alternative plans overall provide reasonably equivalent coverage even though specific benefits may vary between plans. Before changing plans, the City shall give the Light Crew an opportunity to meet, review and discuss the matter. The Light Crew shall, at that time, raise any contention it wishes to make that the successor plan would not be substantially equivalent. Otherwise, the Light Crew and/or employees may not grieve the substantial equivalence of the successor plan(s). If at this time the Light Crew contests that the successor plan would not meet the substantial equivalence test, the City may submit the question of substantial equivalence to binding arbitration by written notice to the Light Crew under Article 3 of this Agreement. Should State or Federal legislation prohibit the ability of the Employer to provide current levels of benefits, the Employer agrees to provide no less than State and Federal mandated level of benefits.

- 6.02 The City agrees to be a participating Employer for the term of this Agreement to the following unless modified above:
- Machinist Medical Plan 14 Regence plus preventative care add-on, or Kaiser.
 - Washington Teamsters Welfare Trust under the Teamsters Dental Plan A.
 - Washington Teamsters Welfare Trust under the Extended Benefits Vision Plan.
- 6.03 Life and Long Term Disability Insurance – Term Life Insurance will be provided in an amount not to exceed \$30,000 per employee and \$1,000 per dependent. The City agrees to pay the full cost of providing these life insurance amounts. The City retains the right to select the plan and carrier for any successor plan. Long Term Disability Insurance will be provided at substantially the same level of benefits during the life of this Agreement. The City retains the right to select the plan and carrier for Long Term Disability Insurance, provided that the successor plan shall provide substantially equal coverage to the preexisting plan. Substantially equal shall be defined as provided in Section 6.01–Health and Welfare, Dental and Vision Care, of this Agreement.

ARTICLE 7 WORK SCHEDULE

- 7.01 Normal work hours shall be between 7:00 A.M. and 5:00 P.M., Monday through Friday. The employee will be given 48 hours notice of work schedule changes, however, and the employee may request a temporary alternative work schedule.
- 7.02 All work performed outside the regularly scheduled working hours and on Saturday, Sunday and holidays as set forth in Article 4, Section 4.01, shall be paid at 2 times the base hourly rate.

- a) Employees shall receive an amount not less than 2 hours at the overtime rate of pay each time they are called out from their homes other than regular or scheduled working hours. They shall be paid the overtime rate from the time they leave their homes until the time they return to their homes, except that the total compensated travel time shall not exceed a total of one hour. Employees will not be compensated for time spent eating or sleeping. If the employee works in excess of 8 hours as a result of this call he/she will remain on the overtime rate of pay until he/she is offered an 8 hour rest break.
- 7.03 A joint Labor/Management Committee will establish an equitable procedure for overtime callouts and other areas of concern.
- 7.04 Compensatory Time Off – Compensatory time in lieu of overtime pay that is requested by the employee and granted by the Employer may be accrued up to a maximum of sixty (60) hours. Scheduling of any compensatory time off shall be at a time mutually agreeable to the employee and the Employer. Compensatory time shall accrue at the applicable overtime rate for each overtime hour worked.
- a) Carry-over of up to forty (40) hours is allowed at the end of a calendar year. On a case by case basis and with City Manager approval, the annual carry-over limit of 40 hours could be waived and increased.
- 7.05 Standby compensation will be at a rate of 14 hours of regular pay. Standby compensation may be split between two (2) employees in two (2) hour increments per day during the same standby week upon approval from the Public Works Director or his/her designee.
- 7.06 Rest Breaks – Employees shall be allowed two 15-minute rest breaks during each shift to be taken at the job site if possible. Rest breaks, if possible, shall be taken at approximately the mid-point of each half shift.
- 7.07 Lunch Periods – The Employer shall establish a standardized lunch period of at least 30 minutes.
- 7.08 Rest Period – Employees who work four (4) hours or more during the eight (8) hour period immediately prior to the beginning of their shift, or have worked more than sixteen (16) consecutive hours, shall either continue at the overtime rate (except intermission for meals) or be relieved from duty for not less than eight (8) consecutive hours. The rest period shall begin immediately following completion of the overtime work. Returning to work during or after this eight (8) hour rest period shall be at the direction of the Public Works Director or his/her designee. In the event of a call-out or scheduled overtime work, when all or part of the employee’s eight (8) hour rest period extends into the employee’s regular shift, the employee will receive pay at the straight-time rate for the regular shift.
- 7.08.1 – Required to Return to Work – An employee will not be required to return to work after the eight (8) hour rest period if three and one-half (3.5) or fewer hours remain on the employee’s regular shift unless otherwise directed by the Public Works Director or

his/her designee, when an emergency exists or when the person is needed to fill a crew component so the crew work can continue.

7.08.2 – Declared Emergency Work – As a result of uncontrollable events (i.e. storms, fires, floods, etc.) the City may choose to declare a system wide emergency. The declaration of an emergency will be based on information mutually provided by the City's line workers and supervisors. After an emergency has been declared, the City's line workers will be assigned to work sixteen (16) hours on and eight (8) hours rest schedule. It is understood that when the line workers are assigned to the emergency schedule, they will be compensated at the current overtime rate, until the declared emergency is over. The City's line workers will be the first workers assigned to the declared emergency and the last workers relieved from the declared emergency. The suspension of the declared emergency will be determined by the City after reviewing information mutually provided by the City's line workers and supervisors..

7.09 Training – Reasonable training opportunities within the City approved budget shall be made available for employees who request them.

7.10 Inclement Weather – As per City Policy #3-09.

7.11 Temporary Classification Change:

a) In the absence of a Foreman on duty for one day or longer, out of class work will be assigned to a Linemen by the Maintenance and Operations Manager or Public Works Director. Out of class work assignment is not seniority based.

b) An employee placed on temporary assignment to a higher classification shall receive the rate of pay for the higher classification as outlined in Exhibit A. Premium pay for out of class work shall be subject to approval by said supervisor(s).

c) Employees are eligible for out of class pay in increments of eight (8) hours or more.

7.12 Transfers - When an employee is transferred to any position within the bargaining group where the employee has no previous experience, the employee shall be given a reasonable break-in period with an experienced employee.

ARTICLE 8 SENIORITY RULES

8.01 Seniority in the Light Division will be determined by length of employee service in the Division. In the case where two or more employees start work on the same day, the date of application for employment shall establish seniority.

8.02 The first six months of employment shall constitute a probationary period, during which time seniority will not apply.

8.03 It is understood and agreed that in all cases of promotion, where employees' job knowledge, training, ability and physical fitness are relatively equal, length of division service and

performance evaluation shall govern who is promoted.

8.04 When a reduction in force (R.I.F.) is initiated, the resulting employee layoff will be in reverse order of seniority. The least senior employee will be laid off first and rehired last. In the event of a recall, the reverse order will apply.

8.04.1 An employee shall receive a minimum of 2 weeks notice of layoff. The notified employee has the right to bump an employee in the same or lower classification, provided that the bumping employee is able to perform the full range job duties of the displaced employee.

8.04.2 An employee notified of layoff shall notify his department head in writing within 2 weeks of receiving a lay-off notice if they intend to bump another employee. Failure to meet this time line will result in the employee's loss of bumping rights.

8.05 The City will create and maintain a laid off employee recall list. The names of all layoff employees and the order that they were laid off will remain on this list for a minimum of 12 months from the last date of City employment. While on this recall list, the laid off employee will retain but not accrue seniority. Failure to keep human resources notified of a current mailing address or not responding by written correspondence within 7 business days to a recall notice will result in loss of recalled employee's seniority.

ARTICLE 9 POSTING PROCEDURES

9.01 Posting Procedure — Refer to City Policy #3-04.

ARTICLE 10 TERMS OF AGREEMENT AND AMENDING PROCEDURE

10.01 Term of the Agreement shall be from January 1, 2021 to December 31, 2022. Negotiations for renewal of this Agreement shall begin with written notification by either party to the other at least 60 days before the termination date of this Agreement.

_____ Michael Jones City Manager City of Blaine	Date	_____ Wayne Schouten Lineman	Date
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_____ Mark Kaufman Lead Lineman	Date	_____ Justin Pixley Lineman	Date
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_____ Mike Schrader Lineman	Date	_____ Luke Baldwin Lineman	Date
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EXHIBIT A

Wages Effective January 1, 2021 (1% COLA for 2021)

POSITION	2021
Foreman	\$9,295
Lead Lineman	\$8,488
Lineman	\$8,083
Apprentice Lineman	
1st Six Months	\$6,064
2nd Six Months	\$6,305
3rd Six Months	\$6,468
4th Six Month	\$6,628
5th Six Months	\$6,952
6th Six Months	\$7,275

EXHIBIT A

Wages Effective January 1, 2022 (2% for 2022)

POSITION	2022
Foreman	\$9,482
Lead Lineman	\$8,657
Lineman	\$8,245
Apprentice Lineman	
1st Six Months	\$6,185
2nd Six Months	\$6,431
3rd Six Months	\$6,597
4th Six Month	\$6,761
5th Six Months	\$7,091
6th Six Months	\$7,421