

**Labor Agreement**

**by and between**

**City of Longview, Washington**

**and**

**Amalgamated Transit Union, Local 758, AFL-CIO**

**Representing Full-Time, Regular Part-Time,  
and Casual Transit Operators**

**2009-2011**



## Table of Contents

	<u>Page</u>
Preamble .....	1
Article 1 Recognition .....	1
Article 2 Management Rights .....	1
Article 3 Union Security .....	2
Article 4 Strikes and Work Actions .....	3
Article 5 Union Activities .....	4
Article 6 Grievance Procedure .....	4
Article 7 Wages.....	6
Article 8 Hours of Work and Overtime .....	7
Article 9 Insurance .....	8
Article 10 Longevity .....	9
Article 11 Workers Compensation.....	9
Article 12 Vacation Leave .....	9
Article 13 Sick Leave and Disability Leave.....	11
Article 14 Other Leaves of Absence .....	13
Article 15 Holidays .....	15
Article 16 Seniority and Reduction in Force.....	16
Article 17 Uniforms .....	16
Article 18 Suspension and Dismissal.....	17
Article 19 Position Vacancies .....	17
Article 20 Savings .....	18
Article 21 Entire Agreement .....	18
Article 22 Termination.....	19

## **Preamble**

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**This Agreement**, made and entered into this fifteenth day of December 2005, by and between the City of Longview, a municipal corporation of the State of Washington, herein after referred to as the "Employer" or "City", and the Amalgamated Transit Union, Local 758, AFL-CIO, hereinafter known as the "Union".

## **Article 1 - Recognition**

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- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Full-Time, Regular Part-Time, and Casual Transit Operators.
- B. The Employer and the Union agree that supervisors, confidential employees, seasonal/temporary, Part-Time employees, and employees hired for a specific period of time under specific Federal or State government act funding are specifically excluded. Seasonal/temporary, Part-Time employees are defined as employees who work unspecified hours on irregular shifts on an "as-needed" basis, as provided in the annual City budget. These employees are paid at an hourly rate and are not eligible for benefits other than state or federally mandated benefits.

## **Article 2 - Management Rights**

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- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.
- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:
  - 1. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
  - 2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
  - 3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures.
  5. To implement new and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
  6. To assign and distribute work.
  7. To assign shifts, workdays, hours of work, and work locations.
  8. To determine the need for and the qualifications of new employees, transfers and promotions.
  9. To discipline, suspend, demote or discharge an employee.
  10. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and to assign employees to such duties for periods to be determined by the employer.
  11. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
- C. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

### **Article 3 - Union Security**

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- A. All members within the scope of this Agreement shall become members of the Union within thirty-one (31) calendar days from their date of hire and shall remain members in good standing as a condition of continued employment with the Employer. It is recognized that the employees may remove the Union provided a petition is submitted to the Public Employment Relations Commission not less than sixty nor more than ninety days prior to the expiration of this Agreement.
- B. Pursuant to state law, the right of association shall not be required of employees who object and are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee unions. However, every such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the charitable organization shall be designated in accordance with State law.
- C. The Employer agrees to deduct, once a month, Union dues and initiation fees uniformly required of membership from the pay of those employees who request in writing that such deductions be made. The total amount of these deductions shall be remitted, by the Employer to the Treasurer of the Union. If an employee has no compensation earned for the month, or insufficient compensation to cover the dues or fair share payment in lieu of dues, no deduction shall be made from the employee's pay for that month.
- D. The Union may, once a year, change the schedule of Union dues and initiation fees without assessment of an administrative fee by the Employer. If additional changes are requested

during the year, the Employer is authorized to charge the Union a service fee of three dollars (\$3.00) per employee each time the Union changes the schedule of Union dues and initiation fees. The Union shall remit the appropriate amount to the Employer by the tenth day of the month in which notice of the Union dues or initiation fee change is received by the Employer.

- E. The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Employer under the provisions of this Article.
- F. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, political affiliation, veteran status, or mental, physical, or sensory disability or any other legally protected status unless there is a bona fide occupational qualification. The Union and the Employer shall share equally the responsibility for applying this provision of the Agreement. Employees believing themselves to have been the subjects of unlawful discrimination shall seek relief through the appropriate Federal or State agency charged with investigating such matters. This provision of this Agreement shall not be subject to the grievance procedure contained in Article 6 of this Agreement.

#### **Article 4 - Strikes and Work Actions**

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- A. The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line in the line of duty. The Union recognizes and agrees that disciplinary action including discharge, may be taken by the Employer at its discretion against any employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Employer.
- B. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will, within one (1) hour of such notification by the Employer, attempt to secure an orderly return to work within two (2) hours of such notification. This obligation and the obligations set forth in paragraph A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance procedure and arbitration provisions of this Agreement.
- C. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

## **Article 5 - Union Activities**

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- A. No Union member or officer shall conduct any Union business on Employer time or Employer premises unless authorized by the Employer.
- B. The Employer agrees to recognize two (2) shop stewards to represent the employees of the bargaining unit, any one of which shall be sufficient to represent an employee of the bargaining unit.
- C. The Employer agrees to permit duly authorized representatives of the Union to have access to the Employer's premises for the purpose of adjusting grievances or conferring with other Union members, subject to security regulations; provided that such representative obtains advance permission from the City Manager or designee, notifies the City Manager of the reason for his/her presence, and does not interfere with the Employer's operations.
- D. The Union will be permitted to erect one (1) bulletin board in a location designated by the Employer. No materials shall be posted except notices of Union meetings and elections, election results, changes in Union by-laws, notices of employee social occasions and similar Union notices, letters and memoranda. All material shall be signed by an officer of the Union. The Union will limit the posting of any material on the Employer's premises to its bulletin board.
- E. The City agrees to allow the Union to conduct official Union meetings in the Transit Lunch Room or other mutually agreeable location pursuant to established facility procedures, provided that the Union receives prior approval of the meeting time and such activity does not result in an additional cost to the City.

## **Article 6 - Grievance Procedures**

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- A. The purpose of this grievance procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle grievances informally with the first level supervisor or others as appropriate and to settle grievances at the lowest possible level; and there shall be no suspension of work or interference with the operations of the Employer.
- B. For the purpose of the Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement.

Grievances shall be processed in accordance with the following procedures within the stated time limits:

- C. Steps in the grievance procedure:
  - 1. *Step 1:* The grievant employee shall present the grievance to his/her immediate supervisor, within fourteen (14) calendar days of the date on which the grievant employee may reasonably have had knowledge of the alleged occurrence giving rise to the grievance. The immediate supervisor shall attempt to resolve it within fourteen (14) calendar days after receipt of the grievance. The grievance presentation and/or response may be oral or written.

2. *Step 2:* If after fourteen (14) calendar days after receipt of the immediate supervisor's response, the grievant employee and the Union are not satisfied with the immediate supervisor's solution, the Union shall submit written notice to the Transit Manager or designee. The notice shall include: (1) a statement of the grievance and relevant facts; (2) specific provision(s) of the contract allegedly violated; and (3) the remedy sought. The Transit Manager or designee shall respond in writing to the Union with a copy to the employee within fourteen (14) calendar days from receipt of the written notice.
3. *Step 3:* If, after seven (7) calendar days from receipt of the Transit Manager's reply, the grievance remains unresolved, the grievance as set forth in Step 2 shall be submitted to the City Manager or designee who shall respond in writing to the Union with a copy to the employee within fourteen (14) calendar days from receipt of the written grievance.
4. *Step 4: Mediation:* In the event the grievance is not resolved within fourteen (14) calendar days after it's submission to the City Manager and the Union wishes to pursue it further, the parties shall decide whether to submit the grievance to mediation. This step requires mutual agreement. If this step is mutually agreed to, the parties shall request the Washington Public Employment Relations Commission to assign a mediator to meet with the parties to attempt to reach a resolution of the grievance. The mediator shall have no authority to direct or require a specific resolution of the grievance, but will work with the parties to explore the merits of the grievance and possible resolution of it. Either side may terminate mediation at any time after fourteen (14) calendar days from the first mediation meeting.
5. *Step 5: Arbitration:* In the event the grievance is not resolved through mediation and the Union wishes to pursue it further, it shall within twenty-one (21) calendar days of receipt of the notice of completion or termination of mediation at Step 4, refer it to arbitration. If mediation is not used, the Union shall have twenty-one (21) calendar days from receipt of the Step 3 response to refer the matter to arbitration. Such referral shall be in writing delivered to the /Transit Manager with a copy to the City Human Resources Department. The parties shall attempt to agree on a mutually acceptable arbitrator within fourteen (14) calendar days of the request for arbitration. If unsuccessful the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which the parties may select one (1). Any arbitrators considered must be members of the National Academy of Arbitrators (NAA). The representatives of the City and Union shall alternately eliminate the name of one person from the list until only one name remains, with the parties flipping a coin to see which party strikes first. The last name left on the list shall be the arbitrator.
  - a. All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or their designated representatives. The arbitrator shall render a decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days from the date of the formal hearing. The arbitrator shall be limited to interpreting this Agreement and determining if the disputed article has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to substitute its judgment on matter or condition for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition. Neither shall the arbitrator make any award that shall involve action by the Employer or the Union that is beyond the jurisdiction of either party. The decision of the arbitrator within these stated limits shall be final and binding on both parties.

- b. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right of relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the arbitrator which shall allow any accruals for more than ten (10) calendar days prior to the date when such grievance shall have first been presented.
  - c. Expenses for the arbitrator's services and cost of the report of proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses.
  - d. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum.
  - e. In the event the arbitrator finds that it has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- D. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee or the Union to submit the grievance in accordance within these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time limits shall constitute a separate contract violation.

## **Article 7 - Wages**

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- A. Basic wages for employees in the bargaining unit shall be in accordance with the following schedule:
- 1. Effective January 1, 2009 all salaries shall be increased by 3.50%
  - 2. Effective January 1 of the years 2010 and 2011, all salaries shall be increased by a percentage equal to 85% of the Portland Consumer Price Index (CPI "W") for the period of July to July of the preceding year, provided the percentage of adjustment shall be no less than 2.25% and no more than 4.0%.
- B. Progression to the next step of the wage schedule shall be considered on the employee's date of hire. An employee must complete one calendar year of service at his or her current step before being considered for an increase to the next higher step. Dates of hire from the 1<sup>st</sup> through the 15<sup>th</sup> of the month will be considered to be effective on the first of the month. Dates of hire from the 16<sup>th</sup> through the end of the month will be considered to be effective the first of the following month.
- C. If a casual operator secures a regular Full-Time transit position, his/her beginning, hourly salary as a Full-Time operator shall never be less than his/her salary as a casual operator.

## **Article 8 - Hours of Work and Overtime**

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For the purpose of this Agreement, Full-Time, Regular Part-Time, and Casual employees are defined as follows:

1. A Full-Time Transit Operator is an employee who is regularly scheduled to operate a transit vehicle on a fixed route thirty-two (32) or more hours per week.
  2. A Regular Part-Time Transit Operator is an employee who is regularly scheduled to operate a transit vehicle on a fixed route less than thirty-two (32) hours per week.
  3. A Casual Transit Operator is an employee who operates a transit vehicle. Casual Transit Operators do not have regularly scheduled hours, nor do they work a minimum number of hours per week. These employees work on an "on-call", "as-needed" basis.
- A. The normal work week shall be defined as commencing at 12:01 a.m. Sunday and ending 12:00 midnight the following Saturday.
- C. The normal work week for Full-Time employees shall consist of a minimum of thirty-two (32) hours and a maximum of forty (40) hours within the designated work week.
- D. The Employer will pay a minimum of two (2) hours at the employee's applicable rate of pay to an individual called in or scheduled for any assignment, to include mandatory driver's meetings, that is not contiguous to a regularly scheduled work shift.
- E. Overtime shall be defined as authorized work performed in excess of forty (40) hours within the work week as designated. All overtime shall be compensated at the rate of time-and-one-half of the employee's regular rate of pay.
- E. An employee who is required to work on his/her regularly scheduled day off shall be paid at the rate of time-and-one-half his/her regular rate of pay for all time worked.
- F. Whenever two or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of his/her applicable rates shall apply.
- G. Overtime work will be offered on a rotational basis. In the event no one accepts the overtime assignment, the least senior person will be required to work.
- H. Run schedules shall include fifteen (15) minutes preparatory time for runs commencing at the Employer's maintenance base which require the employee to start a coach, and ten minutes preparatory time for runs which do not require the employee to start a coach.
- I. Nothing in this section shall be interpreted as a limitation on the Employer's ability to require any employee to work overtime, or on the employer's ability to require any casual transit operator to work regular hours. A casual operator's continued or repeated unavailability for work shall be cause for dismissal, except when the operator is not available because of an approved leave.
- J. Scheduling Random Drug Tests: If a test is taken during a scheduled lunch break, the operator will receive a lunch break of not less than 30 consecutive minutes.

## Article 9 - Insurance

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- A. The City agrees to provide health care and \$10,000 life insurance to all full-time transit operator employees and the option to provide coverage for their dependents.
- B. The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits remains substantially the same as those which were provided on the date of entry of this Agreement. However, in the event the aggregate insurance premiums paid increase by more than 10% per year, both parties agree to review and consider available cost savings measures, i.e. increased co-payments.

Employees covered by this agreement will be given the option to choose Willamette Dental or Washington Dental Service for dental coverage. The City will hold an open enrollment period annually to allow employees to make their dental selection.

- C. The City maintains Long Term Disability benefits on full time employees that specifies a 90 day waiting period.
- D. The premium costs for the insurance plans named above will be based on a composite rate (city wide average) taking into consideration all city employees and dependents covered by the plans.
  - 1. During 2009, 2010, and 2011 the City will pay 90% of the total premium based on the highest cost medical/dental/vision plan provided the City's contribution toward medical and dental insurance does not increase by more than 10 percent (10%). In the event the aggregate costs increase by more than ten percent (10%) it is agreed that the City and employees will bear equally the added costs.
  - 2. In order to provide internal equity, the City will increase the employee contribution toward the lowest cost plan to \$50/month on 1/1/2009; \$60 per month on 1/1/2010 and \$75 per month on 1/1/2011.
- E. An employee that chooses to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$550 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage plan. At no time shall the number of ATU employees electing VEBA exceed their percentage representation within the total employee census. This clause is to ensure that the City's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than 25% of the City's employees from opting out of medical coverage. Example: In 2008 ATU employees represent 3% of the total City FTE. Twenty-five percent (25%) of this number equals two (2) employees that may participate in VEBA. The City will recalculate this number each year based on the employee census on September 30. The union president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no ATU members will be allowed to newly elect VEBA until the number of participating ATU employees is below the maximum pro-rated amount.

In the unlikely event that ATU employees exceed their allowed pro-rated representation in VEBA, the last employee joining may be required to drop their VEBA election and join one of the City sponsored medical plans.

- E. The above benefits are available to Regular Part-Time Transit Operators at a level of fifty percent (50%) of the City-paid premium portion for Full-Time Transit Operators.
- F. The City will reimburse an employee for the cost of the CDL physical for license renewal purposes, provided the physical is performed by a City-approved physician and as required by law. If the employee's insurance pays for the physical, then the City will pay for any co-payment required by the insurance company up to fifty dollars (\$50.00).

## **Article 10 - Longevity**

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- A. All Full-Time employees shall receive longevity pay in addition to their basic rate of pay, beginning with the month of the anniversary date, as follows:

<u>Years of Service</u>	<u>Longevity Pay Per Month</u>
5 through 9 years	\$10.00
10 through 14 years	\$20.00
15 through 19 years	\$30.00
20 through 24 years	\$40.00
25 years and more	\$50.00

- B. Longevity pay shall be paid in fifty (50%) percent installments in each pay period.

## **Article 11 - Workers Compensation**

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- A. All employees shall be covered by the State Workers Compensation program or some program with equal benefits.

## **Article 12 - Vacation Leave**

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- A. Vacation Accrual: All Full-Time and regular part-time employees shall accrue and be charged vacation leave on an hourly basis based on regular hours worked (excludes overtime hours). Paid vacation and holiday hours (fixed and floating) shall be treated as regular hours worked for vacation accrual purposes. The rate of accrual shall be according to the following schedule:

<b>Years of Service</b>	<b><u>Vacation Accrual Rate</u></b>	<b>Max. Accrual</b>
Start	0.019*	120
Years 2 through 5	0.038	160
Years 6 through 13	0.058	200
Years 14 through 18	0.077	240
Years 19 and above	0.096	280

\*Vacation leave shall be credited to the employee's account each pay period. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation shall not be taken prior to having completed six (6) consecutive months of employment with the Employer.

Casual transit operators shall be granted a lump sum amount equal to the compensation of forty (40) hours worked at their current, regular rate of pay after completion of 2,080 hours of service.

- B. Taking of Vacation Leave: All vacation leave earned may be taken at the request of the employee upon approval of his/her immediate supervisor with due regard to both the employee and the needs of the Employer.
  
- F. Approval of Vacation Leave Request: All requests for vacation leave must be submitted to the employee's immediate supervisor on the Department-designated leave request form at least forty-eight (48) hours prior to the beginning of the vacation period and must be approved by the immediate supervisor before it is taken. In considering a vacation leave request, the immediate supervisor will take into consideration the needs of the Employer and of the employee. A request for vacation will not be denied based solely on the failure of the employee to submit the request forty eight (48) hours prior the beginning of the vacation period. The Employer, in recognition of the need for employees to have a break from duties and responsibilities of the job will generally require all employees to take their vacation leave in consecutive days unless otherwise approved by the Transit Manager.

If the employee has not received a response to his/her request for vacation leave from his/her immediate supervisor within ten (10) working days from the date the request was submitted, the employee may request a response to the request from the Transit Manager.

- E. Seniority: In the event two or more employees request vacation for the same period of time, the most senior employee's request will be granted preference; provided that such seniority must be exercised at least forty-five (45) calendar days prior to the commencement date of the vacation leave in which the conflict exists.
  
- F. Preservation, Loss and Retirement Compensation of Earned Vacation Leave: Employees who have worked six (6) consecutive months or more shall be entitled to payment in lieu of accrued vacation leave upon separation from the Employer's employment.

G. Vacation Sellback. Employees may elect pay in lieu of vacation up to a maximum of forty (40) hours per calendar year. Vacation sellback is subject to the following requirements and procedures:

1. The opportunity to cash out vacation shall be offered twice per year in the months of June and November. Requests must be submitted by May 1st and November 1st on forms designated by the Human Resources Department. Exceptions to this timeframe will be considered only in the event of an emergency and will be permitted only as approved by the City Manager, or designee.
2. To be eligible to sell back vacation, an employee must have used a total of eighty (80) hours vacation and floating holiday in the prior calendar year. The total of vacation sold may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the May and November sales periods.
3. The vacation sellback option is subject to availability of adequate department budget funds. Vacation sales may be restricted or suspended by the Employer. In the event vacation sales requests exceed available funds, the Human Resources Department shall develop procedures to equitably apportion vacation sales among employees with pending requests.

## **Article 13 - Sick Leave and Disability Leave**

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- A. Sick Leave Defined: Sick leave means a period of time, but not constituting compensation, the purpose of which is to encourage temporarily ill, injured, or disabled employees to remain away from their work in order to avoid endangering other employees by the spread of illness or the possibility of injury caused by an employee incapable of fully performing his job due to illness, injury, or disability.
- B. Accumulation of Sick Leave: All Full-Time and Regular Part-Time employees shall accrue sick leave benefits on an hourly basis. The rate of accrual shall be ninety-six (96) hours on the day of employment for Full-Time employees with no additional accrual to that employee until after twelve (12) calendar months of continuous employment. Part time employees will receive a pro-rated sick leave accrual on their first day of employment.
- C. Continued Accrual of Sick Leave: Sick leave after the first twelve (12) calendar months of continuous service shall accrue to the employee at the rate of 0.046 hours per hour worked and will be credited to the employee's account on a monthly basis worked without limit; however, no accumulation of sick leave shall accrue to the benefit of any employee while he or she is absent from work for twenty (20) or more calendar days in a month as a result of an on-the-job injury, illness, or leave without pay.
- D. Use of Sick Leave: Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

Sick leave shall be charged in minimum increments of one (1) hour. Employees absent from work due to illness or injury will be charged one hour of sick leave for each hour absent from work.

- E. Coordinating Benefits - Avoidance of Duplicate Wages: Whenever a request for sick leave is approved, the employee who was absent from employment and whose request for sick leave was approved shall receive, as sick leave payment, a sum equal to the difference between his/her regular wage and any amounts payable to such employee as time loss compensation under the provisions of the Washington State Industrial Insurance Act, as the same now exists or is hereafter amended, for such time as he or she was absent from employment. No sick leave payment will be paid for any absence from employment in excess of the accumulated sick leave of the employee.
- F. Review of Sick Leave - Denial: In the event that a request for sick leave is denied by the immediate supervisor, the request may be submitted in writing to the Transit Manager or his/her designee for review. The decision of the Transit Manager or designee shall be final and binding and not subject to further review.
- G. Availability to Return to Work: An employee on sick leave wishing to return to work must notify the Employer before 3:00 p.m. of the day before he/she desires to return to work.
- H. Family Illness Usage: Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this section, immediate family is defined as spouse, dependent children incapable of self-care and parents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.
- I. Medical and Dental Appointments: Sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.
- J. Preservation, Loss, and Retirement Compensation of Earned Sick Leave:  
An employee upon regular retirement, termination of employment or death shall be paid for all accrued unused sick leave in accordance with the following schedule:

Employees hired before 5/1/79: An employee, upon (1) regular retirement or death, (2) disability retirement after at least 20 years of service with the City, or (3) early retirement after at least twenty years of service with the City, shall be paid for up to, but not in excess of 120 days of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued unused sick leave to his/her credit earned after May 1, 1979 in accordance with the schedule set forth below.

For those employees hired after 5/1/79 and before July 1, 1984: accrued but unused sick leave will be cashed out at the employees base hourly rate of pay upon termination according to the following formula:

<b>Years of Service</b>	<b>Amount to be Paid</b>
Less than 10 years of full-time employment	None
After 10 years of full-time employment	12.5% of accrued unused SL
After 15 years of full-time employment	25% of accrued unused SL
After 20 years of full-time employment	37.5% of accrued unused SL
After 25 years of full-time employment	50% of accrued unused SL

Employees hired after July 1, 1984: accrued but unused sick leave will be cashed out at the percentage indicated in the above table, based on years of service, and at the employee's December 31 hourly rate of pay for the year in which the sick leave was accrued.

Upon death of an employee the legal beneficiary shall be paid at the 50% rate.

- K. Occupational Disability Allowance: Whenever a Full-Time employee suffers a service incurred disability, where such employee is entitled to receive time loss compensation under the Washington State Industrial Insurance Act, and such employee is required to be absent from his or her employment, benefits will be coordinated as previously stated in "Coordinating Benefits - Avoidance of Duplicate Wages". After exhaustion of all accrued sick leave, the employee shall not be entitled to receive any additional benefits except as provided by the Washington State Industrial Insurance Act.

## **Article 14 - Other Leaves of Absence**

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- A. Bereavement Leave: All Bereavement leave must receive prior approval from the immediate supervisor.
1. Five (5) scheduled working days, without deduction from accumulated vacation time or sick leave, may be taken in the event of the death of Full-Time or Regular Part-Time employee's spouse.
  2. Three (3) scheduled working days, without deduction from accumulated vacation time or sick leave, may be taken in the event of the death of the following members of a Full-Time or Regular Part-Time employee's family and spouse's family: the employee's son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, or grand-daughter, step child or step parent.
  - 2.
  3. If necessary, seven (7) additional working days may be allowed with approval of the Transit Manager or his/her designee. The additional approved days will be deducted from the employee's accumulated vacation leave, floating holiday, comp-time, or sick leave.
- B. Jury and Witness Leave: In the event any employee is called for jury duty or is required to attend court as a witness, such employee shall be granted a leave of absence without loss of wages. Any compensation which such employee shall receive by reason of having served as a juror or as a witness may be retained by the employee in addition to such employee's basic rate of pay. There shall be no reduction of accrued vacation or sick leave during juror or witness leave. In the event that an employee is called for jury duty and excused prior to the

end of his or her work day, such employee shall report back to work immediately and continue normal work activities until again called for jury duty.

C. Military Leave:

1. Reinstatement following active military duty: Any employee who upon demand vacates a position or employment to determine his/her physical fitness to enter, or who actually does enter upon active duty or training in the Washington National Guard, the armed forces of the United States, or the United States Public Health Service, shall, provided he/she meets the requirements hereinafter set forth, be re-employed in accordance with applicable state and federal laws
2. If such employee is qualified to perform the duties of his/her former position, he/she shall be restored to that position or to a position of like seniority status, and pay. If he/she is not so qualified as a result of disability sustained during his/her service, but is nevertheless qualified to perform the duties of another position, he/she shall be re-employed at such other position; provided, that such position shall provide him/her with like seniority, status, and pay, or the nearest approximation thereto consistent with the circumstances of the case. In order to be eligible for the re-employment benefits set forth above, an applicant for re-employment must comply with the following requirements:
  - a. He/she must furnish a receipt of an honorable discharge, report of separation, certificate of satisfactory service or other proof of having satisfactorily completed his/her service. Rejectees must furnish proof of orders for examination and rejection.
  - b. He/she must make written application to the Employer within ninety (90) calendar days of the date of his/her separation or release from training and service. Rejectees must apply within thirty (30) calendar days from date of rejection.
  - c. If, due to the necessity of hospitalization while on active duty, he/she is released or placed on inactive duty and remains hospitalized, he/she is eligible for re-employment as above provided if he/she applies for his/her former position within ninety (90) calendar days after discharge from such hospitalization.

D. Military Leave of Absence: Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) work days during each calendar year. Such leave shall be in order that such employee may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which such employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive from the Employer his/her normal pay providing he/she submits a copy of his/her orders to his immediate supervisor prior to starting his/her tour of duty.

E. FMLA Leave: Leave will be granted in compliance with all State and Federal regulations and applicable city policy.

F. Leave Without Pay: Leaves of absence without pay of twenty-four (24) scheduled work hours or less may be granted upon an oral or written request by the employee. Upon written

request by any employee, leave without pay for a specific period of time in excess of twenty-four (24) scheduled work hours may be granted. All requests for leaves without pay in excess of twenty-four (24) scheduled work hours must be submitted in writing to the immediate supervisor and approved by the City Manager at least seventy-two (72) hours prior to the date on which the requested leave is to commence. During the period of approved leave without pay, the Employer paid portion of medical, dental, and life insurance benefits will be paid by the employee. Failure of an employee to report for work promptly at the expiration of his/her approved leave without pay shall be regarded as a voluntary resignation. An employee's seniority will be adjusted for leaves of absence without pay of thirty (30) calendar days or more.

- G. Leave Sharing: The City's policy on Catastrophic Leave Sharing will govern all leave sharing requests. The City will notify the Union in advance of any proposed changes to this policy.

## **Article 15 - Holidays**

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A. All Full-Time transit operators shall receive holiday pay as described in Section E below for each of the following holidays:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Employees required to work on any of the above holidays shall be paid at time-and-one-half his/her basic rate of pay, exclusive of premium or special pay for all work performed on the holiday.

- B. In addition to the fixed holidays listed above, each Full-Time transit operator shall be entitled to six (6) floating holidays. Part time employees will receive a pro-rated accrual in accordance with their reduced work schedule. Time off for the floating holiday shall be granted provided a request is made in writing at least forty-eight (48) hours prior to the date on which the floating holiday is to occur; and provided further, that the employee's absence will not adversely affect the staffing requirements of the Employer. To be eligible for the floating holidays, the employee must have completed six continuous months of full or Regular Part-Time employment with the Employer. The floating holiday must be used in the contract year in which it is earned and cannot be carried forward into the following contract year.
- C. New Full-Time and Regular Part-Time transit operators will be credited for floating holidays on a prorata basis according to the number of months remaining in the contract year. Likewise, terminating employees will have floating holidays deducted from their leave balances or final wages on a prorata basis according to the number of months remaining in the contract year.
- D. Full-Time transit operators required to work on a previously approved floating holiday shall be paid at the employee's basic rate of pay, exclusive of premium or special pay, for all work performed.
- E. Holiday pay for floating holidays and for the holidays listed in Section A above shall be the employee's actual scheduled run time at the employee's basic rate of pay, exclusive of premium or special pay, for Full-Time and Regular, Part-Time employees. Any Full-Time or Regular Part-Time employee not required to work on holidays listed in paragraph A above shall receive eight (8) hours of holiday pay.
- F. Holiday pay shall be used in the calculation of eligibility for overtime pay only if an employee would have been regularly scheduled to work on the specific holiday listed above. Holiday pay will not be used in calculating eligibility for overtime pay if the specific holiday listed above is also a regularly scheduled day off from work for an employee.

## **Article 16 - Seniority and Reduction in Force**

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- A. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service in the bargaining unit, excluding authorized leaves of absence in excess of thirty (30) calendar days, since the last date on which the employee was hired in a classification covered by this Agreement.
- B. Seniority shall be terminated when an employee resigns, is discharged or retires.
- C. When the Full-Time or Regular Part-Time transit operator employee force is reduced; employees will be laid off in inverse order of their seniority. Provided however, that any such Full-Time or Regular Part-Time transit operator who is laid off will be offered work, if available, before Casual operators are called to fill any work.
- D. Reassignment and Bumping. Employees facing layoff shall be offered reassignment and bumping rights within the bargaining unit as indicated below, so long as the employee meets the current qualifications for the position. In the event there is more than one person subject to reassignment/bumping and the knowledge, skills, and abilities of the candidates are substantially equal, reassignment/bumping shall be determined on the basis of seniority. In a bumping situation, the employee may bump only into the position occupied by the most junior employee, not any less senior employee. The order of consideration shall be:
- a. Vacant positions in the classification from which the employee is being laid off (regular full-time is a separate classification from regular part-time);
  - b. Vacant positions in formerly held classifications;
  - c. Occupied positions held by less senior employees that the employee has previously held;
  - d. Vacant positions not previously held that the employee is otherwise qualified to perform provided they are equally or more qualified than external candidates on the same eligibility list.
- E. Recall Procedure. In the event a person is on lay-off (no longer working at the City in any capacity) notice of recall shall be sent by certified mail to the last address reflected in the employee's official personnel file, and the employee must respond within fourteen (14) calendar days of the date of the notice. If the person is actively employed at the City, informal notification of the recall will be provided and a certified letter to their mailing address is not required.

The City may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

Employees may be removed from the recall list for any one of the following reasons:

- The expiration of twelve (12) months from the date of layoff or as otherwise extended by mutual agreement.
- Failure to respond within fourteen (14) days to a communication regarding availability of employment.
- Refusal to return to formerly held position.

- Request in writing by the laid-off employee to be removed from the list.
- F. Rights Upon Recall. Employees recalled from layoff shall not forfeit previously accumulated seniority and shall have all unpaid accrued sick leave as of the date of layoff restored. The seniority date shall be adjusted to reflect the time they were not actively working, but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

## **Article 17 - Uniforms**

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- A. For Regular, Full-Time and Regular Part-Time Transit Operators, the Employer will supply and replace the following uniform articles: one (1) jacket; one (1) sweater; three (3) pairs of trousers; and five (5) shirts. Damaged or worn uniform items will be replaced upon approval of the immediate supervisor.
- B. For Casual Transit Operators, the Employer will supply and replace the following uniform articles: one (1) jacket; one (1) sweater; two (2) pairs of trousers; and three (3) shirts. Damaged or worn uniform items will be replaced upon approval of the immediate supervisor. If a Casual Transit Operator terminates employment prior to driving 500 hours, the Operator shall be required to reimburse the Employer for the cost of uniforms provided.
- C. Neck ties and caps are optional. Employees shall pay for their own neckties and caps, but such caps and neckties shall conform to the Employer's standards.
- D. All uniform items issued by the Employer shall remain the property of the Employer, and shall be returned to the Employer upon request.

## **Article 18 - Suspension and Dismissal**

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- A. An employee may be suspended without pay or dismissed for cause. An employee may appeal his/her suspension or dismissal by filing a written notice requesting review within five (5) working days of his/her notification of dismissal. Disciplinary actions involving only suspensions without pay and dismissals shall be subject to the grievance provision of this Agreement.
- B. New Regular Full-Time and Regular Part-Time Transit Operators shall serve a nine (9) month probation, which may be extended an additional three (3) months upon written notification from the supervisor stating the reason (s) for the extension and notification to the Union. Probationary employees may be suspended without pay or discharged within that period with no appeal of the suspension or discharge. The probationary period shall commence upon date of appointment to Regular Full-Time or Regular Part-Time Transit Operator.

- C. A Casual Transit Operator who is appointed to a Regular Full-Time or Regular Part-Time Transit Operator position shall serve a three (3) month probation period provided the employee has completed the Casual Transit Operator probationary period of 1040 hours, and may be suspended without pay or discharged within that period with no appeal of the suspension or discharge. The four (4) month probationary period shall commence upon date of appointment to Regular Full-Time or Regular Part-Time Transit Operator, and may be extended an additional three (3) months upon written notification from the supervisor. However, if the Casual Transit Operator has not completed his/her probationary period prior to being promoted to a regular full-time or part-time position, the regular position probationary period will be nine (9) months minus one month for each 140 hours of Casual Transit Operator probation completed, but no less than four (4) months. Such probationary period may be extended an additional three (3) months upon written notification from the supervisor. A Casual Transit Operator appointed to Regular Full-Time or Regular Part-Time may request a transfer back to a Casual Transit Operator position at any time during the probationary period.
- D. A Casual Transit Operator shall drive 1,040 hours probation and may be suspended without pay or discharged within that period with no appeal of the suspension or discharge. The probationary period shall commence upon date of appointment to Casual Transit Operator.

## **Article 19 - Position Vacancies**

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- A. The Employer will select replacements for any open Full-Time Transit Operator shifts from among those Transit Operators, Full-Time or Regular Part-Time, who express an interest in such shifts. If the Employer determines that two or more Transit Operators are equally qualified to fill an open shift, the most senior employee shall be selected to fill the shift. The above language is the process used for filling Union position promotions within department.

## **Article 20 – Savings**

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- A. Should any provisions of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Both parties agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties.

## **Article 21 - Entire Agreement**

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- A. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's direction and control.

## **Article 22 - Termination**

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This Agreement shall be effective as of January 1, 2009 and shall be binding upon the Employer, the Union, and members of the bargaining unit and shall remain in full force and effect through December 31, 2011.

City of Longview, Washington

Amalgamated Transit Union #758

Robert J. Gregory, City Manager

Isaac Tate, ATU, President/Business Agent

DATED:

DATED:

Witness: Robbie Berg

Committee Member:

DATED:

DATED: