

**Labor Agreement**

**by and between**

**City of Longview, Washington**

**and**

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

**Representing Transit Operators,  
and Transit Operator Trainees**

**2019-2021**

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## **Preamble**

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**This Agreement**, made and entered into, 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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- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all Transit Operators and Transit Operator Trainees.
- 1.2 The provisions of the City's Human Resources Manual and Transit Operators Handbook as amended from time to time, shall apply to all questions and issues not specifically covered by this Agreement. When there are changes that impact employees represented by the Union, the City will give the Union President and/or designee a period of ten (10) business days to comment.
- 1.3 The City shall develop and maintain a Transit Operator's Handbook and shall collaborate with the Union to review draft handbook provisions. The draft Transit Operator's Handbook and future revisions to the Handbook shall be provided to the Union President and/or designee, who shall have 10 business days to comment before finalization and distribution.
- 1.4 The Employer will provide a copy of the Handbook to each new employee during their orientation and training. Any additional updates to the handbook will be provided to employees to add to their handbook copy.

## **Article 2 - Management Rights**

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- 2.1 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.
- 2.2 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.
- 2.3 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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- 3.0 Dues Deductions: The Employer agrees to deduct from the paycheck of each employee who has authorized it, the regular initiation fees, regular monthly dues and assessments uniformly required of members of the Union for whom the Union has submitted a written signed employee authorization to the Employer. The amounts deducted shall be transmitted monthly to the Union on behalf of the employee(s) involved. Employee authorization shall be by an application of membership approved by the International Office of the Amalgamated Transit Union (ATU). The performance of this function is recognized as a service to the Union by the Employer.
- 3.1 If an employee has no compensation earned for the month, or insufficient compensation to cover the dues, fees, and assessments, no deduction shall be made from the employee's pay for that month. Should an employee revoke their authorization for deduction of Union dues and fees, the Union shall immediately notify the Employer to cease deduction of Union dues and fees.
- 3.2 Committee On Political Education (COPE): The Employer agrees to deduct from the paycheck of each employee who has authorized it, contributions to the ATU Committee on Political Education (COPE). Authorization by the employee shall be on a standard form provided by the International Office of the Amalgamated Transit Union and may be revoked

by the employee upon request. The amount deducted shall be transmitted monthly to the Union. The performance of this function by the Employer is recognized as a service to the Union.

3.2.1 If an employee has no compensation earned for the month, or insufficient compensation to cover the COPE contributions, no deduction shall be made from the employee's pay for that month.

3.3 Union Employee Information: The Employer shall provide each month to the Union an updated electronic list of bargaining unit employees, including name and monthly dues, assessments, and/or initiation fee deductions.

3.3.1 The Employer shall supply a copy of the offer letter to the Union for each newly hired bargaining unit employee within 5 business days of candidate acceptance of employment.

3.3.2 The Employer agrees that the Union will be notified of any termination of any bargaining unit employee within 5 business days after termination.

3.4 Employee Orientation: When an orientation program, formal or informal, is conducted by the Transit Department for new employees, the Employer shall provide the Union with advance notice of the orientation, and shall permit the Union not less than thirty (30) minutes to give a presentation, answer questions, distribute materials and solicit membership in the Union. When a newly hired employee does not attend an orientation, or is not scheduled to attend an orientation scheduled to take place within sixty (60) days of hire, the Employer shall provide the Union with not less than thirty (30) minutes outside the employee's meal or break period to meet with the employee. The meetings between the Union and employees shall take place during the employees' regular working hours with no loss of pay to the employees involved.

3.5 The Union may, twice per year, change the schedule of Union dues, initiation fees, and COPE contributions 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.

3.6 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.

3.7 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to Union membership, 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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- 4.1 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 while on duty. 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 that disciplinary action including discharge, may be taken by the Employer at its discretion against any employees engaged in a violation of this Article subject to just cause. 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.
- 4.2 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 4.1 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.
- 4.3 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 while on duty.
- 4.4 The City shall not institute a lockout of employees due to any contractual dispute between the Union and the City of Longview.

#### **Article 5 - Union Activities**

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- 5.1 No Union member or officer shall conduct any Union business on Employer time or Employer premises unless authorized by the Employer.

- 5.2 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.
- 5.3 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.
- 5.4 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. Space for a suggestion box will be provided as well.
- 5.5 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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- 6.1 The purpose of this grievance procedure is to provide an orderly method for resolving grievances and there shall be no suspension of work or interference with the operations of the Employer. The parties agree that every effort should be made to resolve matters informally with the first level supervisor or others as appropriate, to settle dispute/grievances at the lowest possible level. The Union/and or grievant and the appropriate Employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.
- 6.2 For the purpose of this 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:

- 6.3 Steps in the grievance procedure:
  - 6.3.1. *Step 1:* The claimed existence of a grievance should be presented by the grievant and the Union to the Transit Manager or his/her designee as soon as possible but not later than ten (10) business days following the date of the occurrence or circumstances giving rise to the grievance. The grievance shall be presented in writing on a form agreed to by

both the union and Employer. The Transit Manager or his/her designee shall respond in writing to the grievance within ten (10) business days.

6.3.2. **Step 2:** If the Union is not satisfied with the disposition of the grievance at Step 1, the Union shall present the grievance to the Public Works Director within fifteen (15) business days of the response at Step 1. The Public Works Director or his/her designee shall respond in writing to the grievance within fifteen (15) days.

6.3.3. **Step 3:** If the Union is not satisfied with the disposition of the grievance at Step 2, the Union shall submit the written grievance to the City Manager within fifteen (15) business days of the Public Works Director's response. The City Manager or his/her designee shall respond in writing to the grievance within fifteen (15) business days.

6.3.4. **Step 4: Mediation:** In the event the grievance is not resolved within fifteen (15) business days after its 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 within fifteen (15) business days from receipt of the Step 3 response. 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.

6.3.5. **Step 5: Arbitration:** In the event the grievance is not resolved through mediation and the Union wishes to pursue it further, it shall within fifteen (15) business 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 fifteen (15) business 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 jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators from the Oregon-Washington region 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.

6.3.5a) 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 this Agreement within sixty (60) business 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.

6.3.5 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) business days prior to the date when such grievance shall have first been presented.

6.3.5c) 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.

6.3.5d) 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.

6.3.5e) 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.

6.4 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 denial of the grievance.

6.5 Business days shall be defined as Monday through Friday.

## **Article 7 - Wages**

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7.1 Basic wages for employees in the bargaining unit shall be in accordance with the following schedule:

7.1.1 Effective January 1, 2019 all salaries shall be increased by 2.75%.

7.1.2 Effective January 1, 2020 a general wage increase equal to 2.50% to employees on the payroll on December 31, 2019.

7.1.3 Effective January 1, 2021 a general wage increase equal to 2.25%, to employees on the payroll on December 31, 2020.

7.2 Progression to the next step of the wage schedule shall be considered on the employee's date of appointment to the Transit Operator Classification. 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. The wage schedule for Transit Operator Trainees contains only one wage; such employees are not eligible for step increases.

7.3 Operator Trainer Premium – All employees who are assigned to train a coworker in excess of thirty (30) minutes shall receive a training pay premium of \$1.00 per hour for the time so worked.

7.4 Transit Operator Trainee Pay – Applies to those employees hired for the purpose of becoming a Transit Operator who have not completed the Employer's training program. Trainee Operator Pay will be 90% of Grade 60, Step A.

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

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### 8.1 DEFINITIONS

For the purpose of this Agreement, the following terms are defined:

8.1.1 Transit Operator Trainee: An employee enrolled in the Employer's training program to become a Transit Operator. A Transit Operator Trainee will become a Transit Operator after successfully completing the training program set forth by the Employer. The Transit Operator Trainee does not have a minimum hour guarantee and is not a benefited position.

8.1.2 Transit Operator: A benefited employee who is regularly scheduled to work a minimum of twenty-seven (27) hours to a maximum of forty (40) hours per week in the operation of a fixed route transit vehicle.

8.1.3 Extra Board Operator: A Transit Operator who does not have a set schedule and assignments may change on a daily basis. The Extra Board Operator shall be assigned a minimum of twenty-seven (27) hours to a maximum of forty (40) hours per week and shall be available to work forty (40) hours in the work week. The minimum and maximum assigned hours shall be inclusive of approved paid leave, and exclusive of work performed on scheduled days off.

8.1.4 Work Week: The normal work week shall be defined as up to forty (40) hours of work commencing at 12:01 a.m. Sunday and ending 12:00 midnight the following Saturday.

8.1.5 Shake-Up: There shall be at least two shake-ups per calendar year as close as practicable to March and September. All regularly scheduled bid assignments and Extra Board Operator bids shall be declared vacant and open to bid by seniority. The Employer will collaborate with Operators to develop bid assignments; however, the Employer will make the final determination regarding the bid assignments in the Shake-Up. The Employer will endeavor to schedule as many straight runs as possible.

8.1.6 Mini-Shake-Up: If a bid assignment becomes vacant sixty (60) days or more prior to the next system Shake-Up, the next most senior operator(s) from the vacating operator down shall have the opportunity to bid on the vacant assignment, which shall remain effective until a new Shake-Up is conducted. If a bid assignment becomes vacant less than sixty (60) days prior to the next system Shake-Up, the assignment may be filled by Extra Board Operators. The Employer may conduct an Extra Board Operator Mini Shake-up to change bid days off when changing circumstances warrant.

8.1.7 Bid Assignments: Work bid and signed by seniority for the entirety of the Shake-Up.

8.1.8 Open Work: Unassigned work hours left unfilled.

8.1.9 Overtime: 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 Operator's base wage.

8.1.10 Eligible: Eligible for open work is defined as an Operator not on approved leave or not currently driving or scheduled to drive a route in revenue service that overlaps the open work.

8.1.11 Overtime/Open Work Sign-Up Sheet: A form used to document Operator interest in volunteering to work outside of, or in addition to, their bid assignments.

## 8.2 SCHEDULING ASSIGNMENTS

8.2.1 Transit Operator Trainees shall be available Monday through Saturday to attend all scheduled training sessions, which may include off-site commercial driver license training, driving instructions and practice, and testing, and which may be provided by a third party.

8.2.2 All assignments bid by Transit Operators will go into effect at the beginning of a designated work week. Adjustments to benefits resulting from an Operator increasing or decreasing their bid assignment hours shall be made only at the beginning of the month following the Shake-Up.

- 8.2.3 Extra Board Operators shall be assigned their pieces of work by 5:00 p.m. of the day before the Operator's next scheduled day of work. Assignments will be posted in the Employer's scheduling software. Extra Board Operators shall check their schedule daily to confirm their next day's work assignment.
- 8.2.4 Extra Board Operators shall check in with Dispatch at the end of daily assignments and before leaving the work site each day, to determine if they have additional work assignments.
- 8.2.5 The Employer will assign Extra Board Operator work as equally as possible.
- 8.2.5.1 The Extra Board Operator with the least hours in the current work week shall be assigned the run with the most hours for the next day, provided the employee is eligible for the work.
- 8.2.5.2 Hours taken by an Extra Board Operator as paid or unpaid leave shall count toward equalizing hours.
- 8.2.5.3 Hours worked on an Extra Board Operator's bid day off shall not count in equalizing hours over the work week.
- 8.2.6 Extra Board Operators may be assigned non-driving duties to meet the minimum guaranteed number of hours as defined in this Agreement. However, said duties shall not reduce the work hours for employees represented by a different Union, or non-represented employees.
- 8.2.7 The Employer will pay a minimum of two (2) hours at the Operator's applicable rate of pay to an Operator scheduled for or called in for any assignment that is not contiguous to their previously scheduled assignment, provided the Operator works the assignment. The Employer will pay to an Operator, at the Operator's applicable rate of pay, for actual hours worked when the Operator is scheduled for or called in for any assignment contiguous to their previously scheduled assignment.
- 8.2.8 Days Off: Operators with bid assignments of thirty-two (32) hours or more per week shall have two (2) consecutive days off. Operators with bid assignments less than thirty-two (32) hours per week, and Extra Board Operators, shall have two (2) assigned days off when bid assignments are bid. The Employer will endeavor to schedule as few bid assignments with split days off in a work week as possible.
- 8.2.9 Assignment Errors
- 8.2.9.1 An Operator shall not be eligible for compensation if they are called in for an unscheduled assignment, but are cancelled within ten (10) minutes of acknowledging or accepting the assignment.

8.2.9.2 If work is assigned to both a bidded shift Operator and an Extra Board Operator in error and they both report for the assignment, the bidded shift Operator shall take the assignment provided it does not result in overtime payment to that Operator; unless, however, the overtime work assignment process has been followed. The Extra Board Operator erroneously assigned work shall have one of the three options listed below:

- a. Perform other work assigned by the Employer as noted in 8.2.5 and equal to the erroneously assigned hours for said day; or,
- b. Perform two (2) hours of work assigned by the Employer as noted in 8.2.5, and have first choice of any other driving work that becomes available during that day; or,
- c. Relinquish the erroneously assigned work as if it had not been assigned, with no compensation for reporting to work.

8.2.10 Shift assignment schedules shall include fifteen (15) minutes preparatory time for runs commencing at the Employer's maintenance base which require the Operator to start and pre-trip a fixed route coach for its first run of the day.

8.2.11 Nothing in this section shall be interpreted as a limitation on the Employer's ability to require any employee to work overtime.

8.2.12 Scheduling Random Drug Tests: If a test is taken during a scheduled meal break, the operator will be compensated at their appropriate rate of pay, and receive a meal break of not less than 30 consecutive minutes.

8.2.13 Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 C.401, the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. Operators are entitled to meal periods that begin up to 6.0 hours after the beginning of the Operator's shift start time. The Employer may, on a case by case basis, allow an Employee to voluntarily waive the requirement for a meal break at six (6) hours. Such waiver must be documented in writing by the Employee; if for convenience and timing reasons, the Employee verbally waives the meal break timing before performing the work, the Employee must provide written confirmation of the meal break waiver immediately following the work.

### 8.3 SCHEDULING OPEN WORK

8.3.1 All open work shall be assigned to and worked by Extra Board Operators until they each reach 40 hours for the work week, provided they are eligible to perform the work.

- 8.3.2 The Employer will assign Open Work to eligible Transit Operators who have signed the Overtime/Open Work Sign-Up Sheet (Work Sheet), if the Open Work would result in more than two (2) hours of overtime for eligible Extra Board Operators. If two or more Operators eligible for the Open Work assignment have signed the Work Sheet, the Operator with the lowest number of hours for the work week will be assigned the work.
- 8.3.3 Operators on approved leave will not be offered Open Work unless they have signed the Work Sheet.
- 8.3.4 In the event no Transit Operator has signed the Work Sheet or no Operator on the Work Sheet is eligible, the Open Work will be offered to:
- 1) Operators with less than forty (40) hours for the week provided the Open Work does not result in more than two (2) hours of Overtime; followed by
  - 2) Operators that would incur more than two (2) hours of Overtime, starting with the most senior Operator.
- 8.3.5 Transit Operators will be required to fill the Open Work in inverse seniority order if no operator accepts the Open Work:
1. Starting with the least senior eligible operator that is working the day the Open Work Occurs; followed by
  2. Operators that are on their assigned day off.
- 8.3.6 An Operator who is required to work as outlined in 8.3.5 on his/her assigned day off shall be paid at the rate of time-and-one-half the Operator's base wage for all time worked.
- 8.3.7 Operators on approved leave will not be required to work.
- 8.3.8 Except as otherwise noted in this Agreement, paid leaves, e.g. vacation, holiday, floating holiday, and sick leave will be treated as time worked for the purpose of calculating overtime.
- 8.3.9 Whenever two or more overtime or premium rates of pay may appear applicable to the same hour(s) worked by an Operator, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.
- 8.3.10 Open work will be offered to Operators via voice telephone, two-way radio, or mobile data terminal messaging on fixed route vehicles. If an Operator (including Extra Board) does not answer or respond, the work will be offered to the next Operator in the Open Work assignment process. No waiting period is required before offering the work to the next Operator.

8.3.11 In the event Open Work is not filled prior to two (2) hours in advance of its scheduled start time, the work may be assigned at the discretion of the Employer to meet its operational needs and ensure public transit service is maintained.

#### 8.4 OVERTIME/OPEN WORK SIGN-UP SHEET (WORK SHEET)

8.4.1 The Work Sheet will be maintained at the Dispatch Desk. Operators may sign up weekly starting Monday morning at 5:30 a.m. until Friday at 5:00 p.m. for work assignments occurring the following week. Eligible Transit Operators who have volunteered for Open Work by signing the Work Sheet will be assigned Open Work as outlined in 8.3, and will be notified of the assignment through the Employer's scheduling software and phone message. Operators must mark their availability in ink and be available to work whole pieces of work as assignments will not be cut. Any Operator wishing to remove their name must do so with a Dispatcher present to initial and date the removal. Employees may add their name to the Work Sheet only during the week prior to the week the Work Sheet is valid, but may remove their name by 2:00 p.m. the day before the potential assignment.

8.4.2 Employees on approved leave for the entire week may also contact the on-duty Dispatcher via voice telephone call to add or remove their name from the Work Sheet. Employees may add their name to the Work Sheet only during the week prior to the week the Work Sheet is valid, but may remove their name by 2:00 p.m. the day before the potential assignment.

8.4.3 Nothing in this article constitutes a waiver by the Union to bargaining the affects/impacts as required by law.

#### 8.5 REDUCED SERVICE BIDDING

The following procedures will be in effect for reduced service bidding:

8.5.1 Reduced service may be implemented on the following days: Martin Luther King Day, Presidents Day, Veterans Day, the Friday after Thanksgiving and Christmas Eve. Other days of reduced service may be added by the Employer based on ridership data, or based on insufficient funding or staffing.

8.5.2 Reduced service bid assignments will be determined by the Employer and reviewed by the Union one (1) week prior to posting.

8.5.3 Operators will bid work by seniority. Those operators on List A, below, choosing not to work must submit their leave in the Employer's scheduling software designating whether they wish to use vacation time, floating holiday, or leave without pay. The bidding priority will be:

1. Operators normally scheduled to work (List A)
2. Extra Board Operators not on a regularly scheduled day off (List B)

3. Operators scheduled to be off work (List C)

If there are not enough volunteers from Lists A, B, and C bidding the work, operators will be assigned in inverse seniority from List A.

## **Article 9 – Insurance**

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9.1 The City agrees to provide health care and \$50,000 life insurance, with the option to provide coverage for their dependents, Long Term Disability with a 90 day waiting period, and an Employee Assistance Program (EAP) to all Transit Operators.

9.2 The City, after consultation with the Benefits Committee, has complete authority to choose and change the providers of the medical, dental, vision, life insurance, Long Term Disability Insurance, and EAP benefits. The Union reserves the right to bargain over the impacts of any substantial changes to plan design or benefits levels.

The City will hold an open enrollment period annually to allow employees to make their health, dental, and vision coverage selection.

9.3 During the term of this agreement the city will pay:

Effective January 1, 2019, for all eligible Transit Operators and eligible dependents, the Employer will pay 95% of the premium costs of the AWC/ High Deductible Health Plan or the Kaiser Permanente Washington High Deductible Health Plan. Union employees obtaining Healthcare coverage from the Employer shall select from one of these two high deductible health plans (HDHP); no other Healthcare plans will be offered.

The City will fund a Health Reimbursement Arrangement (HRA) at the rate of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents. This HRA fund will be drawn down by any deductible medical expense payments during the calendar year. Such draw down is made on a reimbursable basis and is accomplished only after an employee submits claims for eligible medical expenses and documentation for each draw down. Any HRA funds remaining in the account of the employee at the end of the calendar year, minus any claimed deductible expenses for that calendar year paid prior to April 1 of the following year, will be transferred to the employee's personal VEBA account on or before April 10 of the following year. HDHP deductible expenses incurred by the employee and/or their dependents that exceed the employee's HRA balance shall be paid by the Employer.

9.3.1 After the annual HDHP deductible is satisfied, the Employer will pay the employee's and/or their dependents co-insurance amounts of the allowed and covered



medical expenses per the Summary Plan Description (SPD), not to exceed the HDHP out-of-pocket maximum.

9.3.2 Covered medical expenses per the SPD that exceed the HDHP out-of-pocket maximum, will be paid at 100% by the HDHP.

9.3.3 Claims, billings, refunds, account balances, and HRA transfers to VEBA accounts will be managed by a Third Party Administrator (TPA) selected by the City.

9.3.4 The City will pay 80% of the applicable tiered premium for Dental Insurance (currently Delta Dental Plan F or Willamette Dental).

9.3.5 The City will pay 100% of the premium for Vision Insurance (currently VSP or Kaiser Vision Rider).

9.4 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 can elect to receive \$900 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 2018 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.

9.5 An employee opting out of medical/vision insurance coverage but electing to be covered by dental insurance will contribute 20% of the tiered premium in place for that calendar year.

9.6 The above benefits are available to Transit Operators at the following City-paid premium portions.

Regular Scheduled Hours per Workweek		City Paid Portion
At Least	Up To	Percent (%)
27	32	92.5
32+	40	100.0

9.7. The City agrees to pay for first time and renewal Commercial Driver License (CDL) fees.

The City also agrees to pay the cost of DOT physical examinations by the City's contracted provider once per year. The City will pay the cost of one CDL physical examination per new license or license renewal. Should the employee fail the CDL physical examination or be required to submit to more frequent examinations, the employee shall be responsible for the costs of all additional or repeat examinations to obtain the new license or license renewal.

## **Article 10 - Longevity**

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10.1 Transit Operators 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 16 years	1% of base pay
17 through 24 years	1.75% of base pay
25 years and more	2% of base pay

## **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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12.1 Vacation Accrual:

All Transit Operators shall accrue and be charged vacation leave on an hourly basis based on regular hours worked (excludes overtime hours). Paid vacation leave 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	0.0385	N/A
Years 2 through 5	0.0462	192
Years 6 through 13	0.0769	320
Years 14 through 18	0.0846	352
Years 19 and above	0.0962	400

\*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 leave shall not be taken prior to having completed six (6) consecutive months of employment with the Employer.

12.2 Taking of Vacation and/or Floating Holiday Leave: Vacation leave earned may be taken at the request of the employee after approval by his/her immediate supervisor, with due regard to both the employee and the needs of the Employer. Vacation leave less than one full day in duration shall be taken at a minimum of two (2) hours at the beginning or end of a piece of work and at the beginning or end of a run at either the Longview Transit Center or Kelso Train Station. Time charged for vacation leave shall be recorded to the nearest one-tenth (0.10) of an hour. Operators shall not use leave without pay to supplement vacation leave.

12.2.1 Extra Board Operators shall deduct a minimum of 5.4 hours per full day off.

12.3 Availability to Return to Work: An employee desiring to cancel scheduled vacation leave and return to work prior to his/her previously scheduled date and time must notify the Employer before 2:00 p.m. of the business day before he/she desires to return to work. Said employee will be added to the Overtime/Open Work Sign-up sheet by Dispatch for the remaining vacation days originally scheduled to be taken by the employee. Said employee may not receive his/her regularly scheduled bidded shift/assignment and will be subject to the availability of open work and overtime in accordance with Section 8.4.

12.4 Approval of Vacation and/or Floating Holiday Leave Request: All requests for vacation leave must be submitted to the employee's immediate supervisor via the Employer's scheduling software at least five (5) business days prior to the beginning of the vacation period and are subject to approval by the immediate supervisor before the leave may be taken. Due to the needs of the Employer, requests for vacation leave submitted less than five (5) business days prior to the beginning of the desired vacation period will be denied except under extenuating circumstances or unless otherwise approved by the Employer. Vacation leave requests submitted with less than five (5) business days' notice may be considered and approved at the sole discretion of the Employer. Vacation requests shall be considered and granted, if approved, on a first come, first served basis, regardless of seniority.

12.5 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.

12.6 Vacation Sellback. Employees may elect to receive compensation in lieu of vacation leave 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 leave 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 sellback periods.

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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13.1 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.

13.2 Accumulation of Sick Leave: Transit Operators shall receive ninety-six (96) hours on the day of appointment as Transit Operator with no additional accrual to that employee until after twelve (12) calendar months of continuous employment

13.3 Continued Accrual of Sick Leave: Sick leave thereafter shall accrue at the rate of 0.046 hours for each hour worked of continuous employment; for those hired before June 1, 2016 there is no maximum accrual limitation. However, no accumulation of sick leave shall accrue to the benefit of any employee while he/she is in unpaid leave of absence.

For Transit Operators hired after June 1, 2016, sick leave shall be limited to a maximum of 1,104 hours carryover to the following calendar year.

- 13.4 **Reporting and Approval Procedure:** Where the need to use sick leave is foreseeable, employees must submit notice via the Employer's scheduling software of the need for leave to their supervisor at least 10 days in advance of the leave date(s) or as early as practicable; for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known unless it is not practicable to do so. If it is impracticable for the employee to notify their supervisor, another person may do so on the employee's behalf.

The City may require documentation regarding the use of leave, provided that

- a. documentation may only be required when an employee uses sick leave on more than three consecutive work days;
- b. employee will have up to 10 calendar days to provide the required documentation;
- c. documentation need not disclose the nature of the medical condition causing the need for leave except if required for federal Family Medical Leave Act coverage; and
- d. if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of the concern and the City will evaluate its request in light of the circumstances.

When practicable, scheduled sick leave less than one full day in duration shall be taken at the beginning or end of a piece of work and the beginning or end of a run at either the Longview Transit Center or Kelso Train Station. Time charged for sick leave shall be recorded to the nearest one-tenth (0.10) of an hour.

- 13.5. 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.
- 13.6 Availability to Return to Work: An employee on sick leave wishing to return to work must notify the Employer before 2:00 p.m. of the day before he/she desires to return to work.
- 13.7 Family Illness Usage: Employees may use sick leave for the following reasons:

13.7.1 The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.

13.7.2 The employee's care for family member with illness, injury or health condition; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employees stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child; spouse or registered domestic partner; grandparent; grandchild; or sibling.

13.7.3 Absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.

13.7.4 Absence covered by the Domestic Violence/Sexual Assault/Stalking leave as provided in the Human Resources Policy.

**13.8 Preservation, Loss, and Retirement Compensation of Earned Sick Leave:**

An employee, upon regular retirement or voluntary termination of employment, shall be paid for all accrued unused sick leave in accordance with the following schedule:

<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

Transit Operators hired after June 1, 2016 are not eligible for sick leave cash out.

13.9 Occupational Disability Allowance: Whenever a Transit Operator 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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### **14.1. Bereavement Leave**

All Bereavement leave must receive prior approval from the immediate supervisor.

- 14.1.1 Five (5) scheduled working days, without deduction from accumulated vacation time or sick leave, may be taken in the event of the death of a Transit Operator's spouse. Extra Board Operators shall be allowed five (5) work days of absence, and will receive compensation for each day at 5.4 hours per day.
- 14.1.2 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 Transit Operator'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. Extra Board Operators shall be allowed three (3) work days of absence, and will receive compensation for each day at 5.4 hours per day.
- 14.1.3 If necessary, seven (7) additional working days may be allowed with approval of the Transit Manager or his/her designee. The additional approved days may be deducted from the employee's accumulated vacation leave, floating holiday, or sick leave. Extra Board Operators shall use 5.4 hours of accumulated leave for each additional approved day.

### **14.2 Civic Duty Leave**

#### ***14.2.1 Jury Duty***

Leave with pay shall be granted to Transit Operators to serve as a member of a jury. Any compensation received by the employee for such duties, may be retained in addition to their regular compensation. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the Employer. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors. Extra Board Operators whose jury duty does not equal 27 or more hours for the week shall receive work assignments or otherwise be compensated equivalent to 27 hours of work for the week.

#### ***14.2.2 Witness Leave***

Service as a witness in matters arising from the course and scope of City employment or in response to a summons to testify as a court witness on behalf of the City shall be considered on-duty time. Upon completion of court witness service, such employee shall forward any reimbursement monies received from the court, or other party served, to the City's Finance Department with the exception of reimbursements received for out-of-pocket expenses paid by the employee such as meals, mileage and lodging that were not eligible or submitted for reimbursement through the City. Service as a witness or party to non-job related matters or for matters stemming from previous public employment

activities, shall be charged against the employee's vacation, floating holiday, or may be taken as unpaid leave at the option of the employee.

### 14.3 Military Leave

14.3.1. 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

14.3.2. 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. Rejecters 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. Rejecters 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.

### 14.4 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.



**14.5. FMLA Leave**

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

**14.6. Leave Without Pay**

Upon written request by an employee, leave without pay for a specific period of time may be granted. All requests for leave without pay must be submitted in writing to the immediate supervisor at least thirty (30) calendar days prior to the date on which the requested leave is to commence, except under extenuating circumstances. All requests for leave without pay are subject to city manager approval.

Unless otherwise authorized by the department head and human resources director, all accrued, earned, and available paid time off (except for sick leave) shall be exhausted prior to an employee becoming eligible for leave without pay.

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. An employee on leave without pay for ninety (90) calendar days or more will be required to successfully complete a fitness for duty or pre-employment medical examination and a drug screen prior to returning to duty.

**14.7. 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.

**14.8. Taking of Leave**

Except for jury and witness leave as authorized in Section 14.2 above, all leave covered by this Article, when less than one full day in duration, shall be taken in increments equal to a full piece of work that occurs immediately prior to or after a scheduled lunch break, and shall be recorded to the nearest one-tenth (0.10) of an hour.

**14.9. Availability to Return to Work**

Except for jury and witness leave as authorized in Section 14.2 above, an employee desiring to cancel scheduled leave and return to work prior to his/her previously scheduled date and time, must notify the Employer before 2:00 p.m. of the day before he/she desires to return to work.

**Article 15 - Holidays**

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15.1 Transit Operators shall receive holiday pay as described below for each of the following holidays:

1. New Year's Day
2. Memorial Day

3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Operators 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. Assignment on holidays shall follow Article 8.3.

- 15.2 Holiday pay for the holidays listed in 15.1 above for Operators who have a bidded shift shall be the employee's actual scheduled run time, or eight (8) hours, whichever is greater, at the employee's basic rate of pay, exclusive of premium or special pay. Holiday pay for Extra Board Operators for the holidays listed in Section 15.1 shall be 5.4 hours.
- 15.3 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 in 15.1 above. Holiday pay will not be used in calculating eligibility for overtime pay if the specific holiday listed in 15.1 above is also a regularly scheduled day off from work for an employee.
- 15.4 In addition to the fixed holidays listed above, each Transit Operator shall be entitled to 48 floating holiday hours.
- 15.5 Time off for the floating holiday hours may be granted provided a request is submitted via the Employer's scheduling software at least five (5) business days prior to the date on which the floating holiday hours are to be used; 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 employment with the Employer, and have completed the Employer's training program.
- 15.6 Taking of Leave: Floating holiday hours shall be taken in increments equal to a full piece of work that occurs immediately prior to or after a scheduled lunch break, and shall be recorded to the nearest one-tenth (0.10) of an hour.
- 15.7 Availability to Return to Work: An employee desiring to cancel scheduled holiday leave and return to work prior to his/her previously scheduled date and time must notify the Employer before 2:00 p.m. of the business day before he/she desires to return to work. Said employee will be added to the Overtime/Open Work Sign-up sheet by Dispatch for the remaining holidays originally scheduled to be taken by the employee. Said employee may not receive his/her regularly scheduled bidded shift/assignment and will be subject to the availability of open work and overtime in accordance with Section 8.4.
- 15.8 Transit Operators required to work on previously approved floating holiday hours shall be paid time and one-half the employee's basic rate of pay, exclusive of premium or special pay, and deduction of the approved floating holiday hours will be cancelled.

15.9 The floating holiday hours must be used in the contract year in which it is earned and cannot be carried forward into the following contract year.

15.10 Transit Operators will be credited for floating holiday hours on a pro rata basis according to the number of months remaining in the contract year. Likewise, terminating employees will have floating holiday hours deducted from their leave balances or final wages on a pro rata basis according to the number of months remaining in the contract year.

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

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### 16.1 SENIORITY

Operator seniority is the length of continuous employment of the employee in a Transit Operator position. Those presently in Transit Operator positions shall not suffer any loss of bid seniority or benefits.

### 16.2 SENIORITY PROVISIONS

16.2.1 The Employer recognizes one (1) seniority list for Transit Operators.

16.2.2 If the date of appointment to a Transit Operator position is the same for any two or more employees, seniority shall be determined by the order in which the employees were selected for hire, which shall be noted on the employer's Payroll Record Change or similar hiring form, for each employee at the time of hiring.

16.2.3 Seniority shall be terminated when an employee resigns, is discharged, or retires.

16.2.4 When the Transit Operator employee force is reduced, employees will be laid off in inverse order of their seniority.

### 16.3 RECALL PROCEDURE

16.3.1 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. If the person is actively employed at the City, written notification of the recall will be hand delivered and a certified letter to their mailing address is not required. The employee shall sign the written notice to acknowledge receipt of the notice.

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.

16.3.2 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.

16.3.3 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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### **17.1 GENERAL**

17.1.1 The Employer will provide uniforms in accordance with the uniform issue list below within sixty (60) calendar day of an employee's date of appointment as a Transit Operator. Replacement uniforms will be ordered from the uniform vendor within five (5) business days of receipt of an employee's written request, if such employee is eligible to receive replacement uniform items.

17.1.2 No employee will receive an initial issue and replacement in the same year unless extenuating circumstances beyond the employee's control warrant replacement. Any employee whose date of hire is July 1<sup>st</sup> or thereafter shall receive fifty percent (50%) of the designated replacement allowance for the next succeeding year only. For example:

*An employee hired after June 30 of Year 1 will receive an initial issue of uniforms during Year 1. In January of Year 2, the employee will receive fifty percent (50%) of the designated replacement allowance. In January of Year 3, and each succeeding year, the employee will receive one hundred percent (100%) of the designated replacement allowance.*

17.1.3 Uniform items will be replaced as deemed necessary by either the supervisor or the employee, provided the replacement costs can be covered within the uniform allocations prescribed herein.

17.1.4 All Operators are required to wear their uniforms while on duty, and shall maintain their uniforms in such a manner to present a clean, neat, and professional appearance at all times while on duty. Employee will reimburse Employer for all uniform

replacement costs that exceed the employee's replacement allocation amount, regardless of the cause for such replacement.

17.1.5 If an Operator voluntarily terminates employment prior to driving 500 hours, the Operator shall be required to reimburse the Employer for the cost of uniforms issued.

17.1.6 Upon termination of employment, the employee must return all uniforms which would associate the uniform or its wearer with the Employer.

## 17.2 REPLACEMENT UNIFORM ALLOCATION

17.2.1 Transit Operator Annual Replacement Allocation: \$225.00

17.2.2 The allocation will be per calendar year. Unused allocation will carry over to the following year, with a maximum accumulation of \$400.00 per Operator.

17.2.3 The allocation shall be applied toward replacement or replenishment of uniform items purchased through the Employer-designated uniform supplier.

## 17.3 UNIFORM ISSUE LIST

17.3.1 The Employer will supply the following uniform articles; style, color, design and fabric are to be determined by Employer.

- 5 Pairs of Trousers
- 5 Shirts
- 1 Jacket
- 1 Sweater
- 1 Cap (Optional)

## **Article 18 - Probation**

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### 18.1 PROBATION

18.1.1 Transit Operators shall serve a six (6) 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.

18.1.2 Probationary employees may be suspended without pay or discharged within that period with no appeal of the suspension or discharge.

18.1.3 The probationary period shall commence upon the date of appointment to the Transit Operator classification.

18.1.4 Periods of leave of absence without pay, and time worked in a transitional duty assignment, will not be included in computing the nine (9) month probationary period.

18.1.5 Transit Operator Trainees shall be on probation until they have successfully completed the Employer's training program. Upon promotion to Transit Operator, such employees shall serve the probationary period specified above.

## **Article 19 – Savings**

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19.1 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 20 - Entire Agreement**

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20.1 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.

20.2 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 21 - Entire Agreement**

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This Agreement shall be effective as of January 1, 2019 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, 2021


City of Longview, Washington



Kurt Sacha, City Manager

DATED: 8.5.2019

Amalgamated Transit Union #758



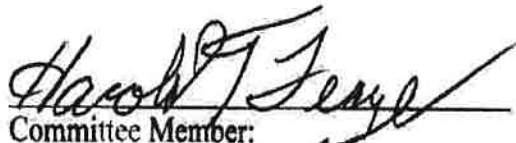
Isaac O. Tate, ATU, President/Business Agent

DATED: 7/18/19



Witness: Chris K. Smith

DATED: 7.19.2019



Committee Member:

DATED: 7/17/2019

## **Addendum A: Side Letter of Agreement**

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### **City of Longview and ATU Local 758 Side Letter of Agreement for 2019 – 2021 CBA**

#### **Side Letter of Agreement - Full-Time Shift Bids:**

The following Transit Operators occupy full time positions under the 2016 – 2018 Collective Bargaining Agreement. Effective upon ratification of the 2019 – 2021 Collective Bargaining Agreement, and equivalent number of shift bids consisting of 39 – 40 hours per week (full time shift bid) shall be retained until the expiration of the Agreement. These full time shift bids shall not be reduced in establishing shift schedules unless one or more of the named Operators listed below leaves the employ of the City. In the event one or more of the named Operators listed below leaves the employ of the City, one full time shift bid per operator leaving the employ of the City, shall become at the discretion of the Employer and will no longer be protected by this side letter agreement. This side letter agreement shall remain in effect until the Collective Bargaining Agreement expires.

Full-Time Transit Operators as of ratification of the 2019 – 2021 Collective Bargaining Agreement:

- 1) Judy Lavey
- 2) Laura Daly
- 3) Pat McMahan
- 4) Fran Nicholson
- 5) Don Walters
- 6) Dorothy Parker
- 7) Kathy King
- 8) Brenda Chester
- 9) Shawnda Hurley
- 10) Jennifer Johnson

Further, the following list of employees shall serve as the seniority list as of the ratification of the 2019 – 2021 Collective Bargaining Agreement:

- 1) Judy Lavey
- 2) Laura Daly
- 3) Pat McMahan
- 4) Fran Nicholson
- 5) Don Walters
- 6) Dorothy Parker
- 7) Kathy King
- 8) Brenda Chester
- 9) Shawnda Hurley
- 10) Jennifer Johnson
- 11) Tony Hays
- 12) Daniel Estey
- 13) Kimberly Cavender
- 14) Michael Gehrke
- 15) Glinda Creekmore
- 16) Steve Myall
- 17) Erin McBride
- 18) George Gorman



**Addendum B: Wage and Salary Scale**

2019 ATU - TRANSIT							
2.75% effective 1/1/2019							
Effective January 1, 2019							
GRADE	PER	STEPS					
		A	B	C	D	E	
TRANSIT OPERATOR							
60	HRLY	MO	\$3,690	\$3,898	\$4,097	\$4,302	\$4,519
		PP	\$1,845.00	\$1,949.00	\$2,048.50	\$2,151.00	\$2,259.50
		YR	\$44,280	\$46,776	\$49,164	\$51,624	\$54,228
		HR	\$21.29	\$22.49	\$23.64	\$24.82	\$26.07
TRANSIT OPERATOR TRAINEE							
62	HRLY	MO	\$3,321				
		PP	\$1,660.50				
		YR	\$39,852				
		HR	19.16				

2020 ATU - TRANSIT							
2.50% effective 1/1/2020							
Effective January 1, 2020							
GRADE	PER	STEPS					
		A	B	C	D	E	
TRANSIT OPERATOR							
60	HRLY	MO	\$3,782	\$3,995	\$4,199	\$4,410	\$4,632
		PP	\$1,891.00	\$1,997.50	\$2,099.50	\$2,205.00	\$2,316.00
		YR	\$45,384	\$47,940	\$50,388	\$52,920	\$55,584
		HR	\$21.82	\$23.05	\$24.23	\$25.44	\$26.72
TRANSIT OPERATOR TRAINEE							
62	HRLY	MO	\$3,404				
		PP	\$1,702.00				
		YR	\$40,846				
		HR	19.64				

2021 ATU - TRANSIT							
2.25% effective 1/1/2021							
Effective January 1, 2021							
GRADE	PER	STEPS					
		A	B	C	D	E	
TRANSIT OPERATOR							
60	HRLY	MO	\$3,867	\$4,085	\$4,293	\$4,509	\$4,736
		PP	\$1,933.50	\$2,042.50	\$2,146.50	\$2,254.50	\$2,368.00
		YR	\$46,404	\$49,020	\$51,516	\$54,108	\$56,832
		HR	\$22.31	\$23.57	\$24.77	\$26.01	\$27.32
TRANSIT OPERATOR TRAINEE							
62	HRLY	MO	\$3,480				
		PP	\$1,740.00				
		YR	\$41,764				
		HR	20.08				

**City of Longview and ATU Local 758 Side Letter of Agreement for 2019-2021 CBA**

**Side Letter of Agreement – Leave Cancellation:**

Employees accrue vacation and floating holiday leave to provide opportunities for periods of time away from work for stress relief, recreation, to handle personal matters, and other non-work related activities. Employees who request and are approved for specific vacation and floating holiday leave time may exclude other employees from taking leave during that same time period.

In recognition that employee needs and circumstances may change after leave requests have been approved, while also balancing the impacts on other employees from an employee reserving and later cancelling leave time, the Union and Employer agree that employees may cancel approved leave in advance of the first day of such leave, without being subject to Article 12.3, Availability to Return to Work, of the Labor Agreement, under the following circumstances:

Consecutive Days of Approved Leave (Vacation and Floating Holiday)	Notification Deadline to Cancel Leave in Advance of First Day of Leave
2 Full Days or Less	5 Days
3 Days or more	14 Days

Note: Bid scheduled days off and fixed holidays identified in the Labor Agreement are not considered when determining the number of consecutive days of approved leave.

 Date 5/30/19

Isaac O. Tate  
President/Business Agent  
Amalgamated Transit Union Local 758

 Date 8.20.2019

Chris K. Smith  
Human Resources Director