

Labor Agreement

by and between

City of Longview, Washington

and

Amalgamated Transit Union, Local 758, AFL-CIO

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

2016-2018



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Preamble

This Agreement, made and entered into this ninth day of January 2009, 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

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Regular Full-Time, Regular Part-Time, and Casual Transit Operators.
- B. 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.
- C. Upon contract ratification, the City shall initiate the development of a Transit Operator's Handbook and shall collaborate with the Union to review draft handbook provisions. The draft Transit Operator's Handbook, when completed, shall be provided to the Union President and/or designee who shall have 10 business days to comment before finalization and distribution.

Article 2 - Management Rights

- 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

- 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, twice per 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

- 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 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.
- 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 while on duty.

D. 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

- 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. Space for suggestion box will be provided as well.
- 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

- A. 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.
- 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 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.
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.
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
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.
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.

- 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 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.

- 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.
- 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 violation denial of the grievance.

E. Business days shall be defined as Monday through Friday.

Article 7 - Wages

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

- 1. Effective January 1, 2016 all salaries shall be increased by 0.60%.
- 2. For 2016, all regular full-time employees shall receive a one-time lump sum of \$600.00. Regular Part-Time employee shall receive a pro-rated sum of \$600.00 equal to the Regular Part-Time benefits schedule in Article 9(F). Effective January 1, 2017 cost-of-living

increase equal to 100% of the unadjusted CPI-W, Portland, July 2015 – July 2016 to employees on the payroll December 31, 2016.

3. Effective January 1, 2018 cost-of-living increase equal to 100% of the unadjusted CPI-W, Portland, July 2016 – July 2017, to employee on the payroll December 31, 2017.
- 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 1st through the 15th of the month will be considered to be effective on the first of the month. Dates of hire from the 16th 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 or Regular Part-Time Transit Operator position, his/her beginning, hourly wage as a Regular Full-Time operator shall never be less than his/her salary as a casual operator, provided the Operator has successfully completed the Casual Operator probationary period. If the Casual Operator has not completed the probationary period, the Operator will be eligible for an increase to the next step in the Full-Time or Part-Time wage schedule upon completion of 1,040 working hours since the date of hire. The Operator will again be eligible for Progression to the next step of the wage schedule on the employee's date of hire as a Regular Full-Time or Regular Part-Time Operator.
- D. 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.
- E. Transit Operator Trainee Pay – Applies to those employees hired for the purpose of becoming a transit operator who have not completed the City's bus operator training program. Trainee Operator Pay will be 90% of Grade 60, Step A.

Article 8 - Hours of Work and Overtime

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

1. A Regular Full-Time Transit Operator is an employee who is regularly scheduled to work forty (40) hours per week.
2. A Regular Part-Time Transit Operator is an employee who is regularly scheduled to work less than forty (40) hours per week.
3. A Casual Transit Operator is an employee who operates a fixed route transit vehicle to fill open pieces of work. 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, except that Casual Transit Operators may be scheduled for known open work for a two-week period of time. Such schedule may be determined and published up to one week in advance of the two-week schedule.

4. Regularly Scheduled: Work scheduled and assigned through shift bidding for the duration of Shake-Up. For Full-Time and Part-Time Operators, regularly scheduled work shall include two consecutive days off. Casual Operators' two-week schedules are not considered regularly scheduled work.
5. 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.
6. Shake-Up: There shall be at least one shake-up per calendar year as close as practicable to January. All regularly scheduled work shall be declared vacant and open to bid by seniority and classification for the Regular Full-time and Regular Part-time Operators. The Employer will collaborate with Operators to develop shift assignments; however, the Employer will make the final determination regarding the shifts assignments in the Shake-Up. The employer will endeavor to make as many straight runs as possible
7. Extra Board is a piece of work assigned to an Operator to be on duty, performing a variety of tasks including but not limited to vehicle start up, checking, and re-supply. The Operator must be available to operate a transit vehicle on a fixed-route piece of work during and immediately following the Extra Board piece of work due to an unscheduled absence of the Operator regularly scheduled for that route. In the event the Extra Board operator's unscheduled filling of a shift, when combined with the Operator's scheduled shifts for that work week, will result in the Operator working overtime, the Employer shall release scheduled whole pieces of work from that Operator which would have been paid at the overtime rate. Such released pieces of work will become open work and will be filled in accordance with the Non-Overtime Open Work or Overtime Open Work procedures, as applicable.
8. Open Work is a piece of work that is either not assigned to a bidden shift or has been released from a bidden or assigned shift for any reason, including but not limited to, operators utilizing paid or unpaid leave. Some pieces of work remain unassigned and become open work after developing shifts for full-time and part-time operators. Pieces of work filled by the Extra Board due to another operator's unscheduled absence are not open work.
9. Overtime is 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.

A. 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 regularly scheduled work shift, 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 regularly scheduled work shift. 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..

- B. A Full-Time or Part-Time Operator who is required to work on his/her regularly scheduled day off shall be paid at the rate of time-and-one-half the Operator's regular rate of pay for all time worked.
- C. 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.
- D. 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.
- E. Non-Overtime Open Work
 1. Open Work remaining after developing bidden shifts will normally be assigned to Casual Operators in two-week periods of time. Open work that later becomes available will be offered to Casual and Part-Time Operators, in that order, provided it will not result in overtime.
 2. The Casual Operator with the fewest hours assigned for the week will receive the first offer for the available piece of open work. If that Operator declines the work, the work will be offered to the Casual Operator with the next fewest hours assigned for the week. This process continues until all Casuals have been offered the work, provided it would not result in overtime.
 3. If no Casual Operator accepts the work, the open work will be offered to the Part-Time Operator with the fewest number of hours. If that Operator declines the work, the work will be offered to the Part-Time Operator with the next fewest hours assigned for the week. This process continues until all Part-Time Operators have been offered the work, provided it would not result in overtime.
 4. Should the open work remain unfilled, the work will be assigned to the least senior Part-Time Operator.
 5. 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 does not answer or respond, the work will be offered to the next Operator on the list. No waiting period is required before offering the work to the next Operator.
 6. Operators on approved leave will not be offered non-overtime open work.
- F. Overtime Open Work
 1. If open work cannot be filled without resulting in any Operator working more than forty (40) hours in a work week, that open work becomes overtime open work and will be offered to Operators based on classification and seniority.
 2. Overtime open work will be offered first to the most senior Full-Time Operator. If that Operator declines the work, the next most senior Full-Time Operator will be offered the work. This process continues until all Full-Time Operators have been offered the overtime work.
 3. If the offer of overtime work is not accepted by any Full-Time Operator, the work will be offered to the most senior Part-Time Operator. If that Operator declines the work, the next most senior Part-Time Operator will be offered the work. This process continues until all Part-Time Operators have been offered the overtime work.
 4. If the offer of overtime work is not accepted by any Part-Time Operator, the work will be offered to the Casual Operator with the fewest hours assigned for the week.

5. In the event no one accepts the offered open work, the least senior Full-Time Operator not on approved leave will be required to work the open piece of work.
6. Overtime 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 does not answer or respond, the work will be offered to the next Operator on the list. No waiting period is required before offering the work to the next Operator.
7. Operators on approved leave will not be required to work if no other Operator accepts the offer of overtime open work.

G. 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.

H. 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.

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

J. 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 authorizing the Operator to be unavailable for work.

K. Scheduling Random Drug Tests: If a test is taken during a scheduled meal break, the operator will receive a meal break of not less than 30 consecutive minutes.

L. 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.

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

Article 9 - Insurance

- A. 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 Employee Assistance Program to all Regular Full-Time and Regular Part-time Transit Operators.
- B. 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 of benefits levels.

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

1. For 2017, effective the first month following all ratifications and Open Enrollment completion, for all eligible regular employees and eligible dependents, the Employer will pay 100% of the premium costs of either the AWC/Regence HSA Qualified High Deductible Health Plan or the Kaiser Permanente Washington HSA Qualified High Deductible Health Plan. Union employees obtaining Healthcare coverage from the Employer shall select from one of these two plans; 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. 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.
2. 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 SPD, not to exceed the HDHP out-of-pocket maximum.
3. Covered medical expenses per the SPD that exceed the HDHP out-of-pocket maximum, will be paid at 100% by the HDHP.
4. Claims, billings, refunds, account balances, and HRA transfers to VEBA accounts will be managed by a Third Party Administrator (TPA) selected by the City.
5. The City will pay 80% of the applicable tiered premium for Dental Insurance (Delta Dental Plan F or Willamette Dental).
6. The City will pay 100% of the premium for Vision Insurance (VSP or Kaiser Vision Rider).
 1. Effective January 1, 2018, for all eligible regular employees and eligible dependents, the Employer will pay 95% of the premium costs of either the AWC/Regence HSA Qualified High Deductible Health Plan or the Kaiser Permanente Washington HSA Qualified High Deductible Health Plan. Union employees obtaining Healthcare coverage from the Employer shall select from one of these two plans; no other Healthcare plans will be offered.
 - 2.

D. 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 2011 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. 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.

F. The above benefits are available to Regular Part-Time Transit Operators at the following City-paid premium portions.

Regular Scheduled Hours per Workweek		City Paid Portion
At Least	Less Than	Percent (%)
20	26	71.0
27	32	92.5
32+		100.0

G. Effective January 1, 2016, the City 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, the employee shall be responsible for the costs of all future or repeat examinations to obtain the new license or license renewal.

Article 10 - Longevity

A. All Regular Full-Time and Regular Part-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 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

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

Article 12 - Vacation Leave

Vacation Accrual: All Regular Full-Time employees shall accrue vacation according to the following schedule. Vacation leave will accrue on a pay period basis and be charged on an hourly basis (to the nearest tenths). Regular Part-Time employee's vacation accrual is pro-rated in accordance with their regular schedule. Regular Part-Time employees shall accrue vacation on a pay period basis according to the following schedule and be charged vacation leave on an hourly basis (to the nearest tenths. 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:

Regular Full-Time Employee Accrual Schedule

<u>Years of Service</u>	<u>Annual Vacation Accrual</u>	<u>Max. Accrual</u>
Start	80	N/A
Years 2 through 5	96	192
Years 6 through 13	160	320
Years 14 through 18	176	352
Years 19 and above	200	400

Regular Part-Time Employee Accrual Schedule

<u>Scheduled Hours</u>	<u>Annual Vacation Accrual Rate</u>
20-26	71% of Full-Time
27-32	92.5% of Full-Time
32+	100% of Full Time

*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 payment 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. 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 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 on-tenth (.10) of an hour.
- C. 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 day before he/she desires to return to work.
- D. 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 two business days prior to the beginning of the vacation period and must be approved by the immediate supervisor before it is taken. Due to the needs of the Employer, requests for vacation leave submitted less than two 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.

If the employee has not received a response to his/her request for vacation leave from his/her immediate supervisor within (5) business days from the date the request was submitted, the employee may request a response to the request from the Transit Manager who must respond within five (5) business days

- 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. Vacation leave requests submitted less than

forty-five (45) calendar days prior to the date of the requested leave will be considered on a first-come, first served basis.

- 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

- 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 Regular 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 Regular 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, based on their regular work schedule on their first day of employment.
- C. Continued Accrual of Sick Leave: Sick leave thereafter shall accrue at the rate of eight (8) hours each calendar month 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.

Regular Part-Time employee sick leave accrual is pro-rated in accordance with their normal work schedule.

For Regular Full-Time and Part-Time employees hired after June 1, 2016, sick leave shall be accumulated to a maximum of 1,200 hours.

- D. Use of Sick Leave: Scheduled sick leave less than one full day in duration shall be taken a minimum of two (2) hours 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 (.10) of an hour.
- 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. 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.
- G. 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.
- H. 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.
- I. 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. * Upon the death of an employee the legal beneficiary shall be paid at the 50% rate:

Years of Service	Amount to be Paid
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
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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.

Regular Full-Time and Part-Time employees hired after June 1, 2016, and their legal beneficiary, are not eligible for sick leave cash out.

J. Occupational Disability Allowance: Whenever a Regular Full-Time and Regular Part-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

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 a Regular 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 Regular 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.
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.

B.
Civic Duty Leave

1. ***Jury Duty***
Leave with pay shall be granted to Regular Full-time and Regular Part-time 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.

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.

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. 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.

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: 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 City 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 may be required to successfully complete a fitness for duty or pre-employment medical examination and a drug screen prior to returning to duty.

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.

H. Taking of Leave: Except for jury and witness leave as authorized in Section B 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.

I. Availability to Return to Work: Except for jury and witness leave as authorized in Section B 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

A. All Regular Full-Time and Part-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 Regular Full-Time Transit Operator shall be entitled to 48 floating holiday hours. Regular Part-Time Transit Operators will receive a pro-rated accrual in accordance with their reduced work schedule and the benefit portion table in Article 9, Section F. Time off for the floating holiday hours may be granted provided a request is made in writing at least two (2) business days prior to the date on which the floating holiday hours are 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 Regular Full-Time or Regular Part-Time employment with the Employer. 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.
- C. New Regular Full-Time and Regular Part-Time 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.
- D. Regular Full-Time 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.
- E. Holiday pay for the holidays listed in Section A above 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, for Regular Full-Time employees. Holiday pay for a Regular Part-Time employee for the holidays listed in Section A shall be the employee's actual scheduled run time, or eight (8) hours of holiday pay pro-rated in accordance with their reduced work schedule and the benefit portion table in Article 9, Section F, whichever is greater, at the employee's basic rate of pay, exclusive of premium or special pay. Floating holiday hours will be paid at the employee's basic rate of pay, exclusive of premium or special 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 in Paragraph A

above. Holiday pay will not be used in calculating eligibility for overtime pay if the specific holiday listed in Paragraph above is also a regularly scheduled day off from work for an employee.

- G. 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.
- H. Availability to Return to Work: An employee desiring to cancel approved scheduled floating holiday hours 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 16 - Seniority and Reduction in Force

A. Kinds of Seniority

- 1. Classification Seniority: An employee's aggregate service, including authorized leaves of absence, since being appointed to the classification.

B. Seniority Provisions

- 1. The Employer recognizes one (1) classification seniority list for the Full-Time Operators; one (1) classification seniority list for Regular Part-Time Operators; and one (1) classification seniority list for Casual Operators.
- 2. If the date of appointment to the classification 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.

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

D. When the Regular Full-Time or Regular Part-Time Transit Operator employee force is reduced, employees will be laid off in inverse order of their seniority. Any such Regular Full-Time or Regular Part-Time Transit Operator who is laid off will be offered a Casual Operator position.

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. 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.

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

Section 1: General

A. The Employer will provide uniforms in accordance with the uniform issue list below within sixty (60) calendar day of an employee's hire date. 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.

B. No employee will receive an initial issue and replacement in the same year. Any employee whose date of hire is July 1st 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.

C. A Regular Part-Time or Casual Operator appointed to a Regular Full-Time Operator position will be issued two (2) additional shirts and trousers to supplement their existing quantities of uniform items, in accordance with the quantities specified in Section 3A.

D. 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.

- E. 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.
- F. 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.
- G. Upon termination of employment, the employee must return all patches from the uniforms which would associate the uniform or its wearer with the Employer.

Section 2: Replacement Uniform Allocation

- A. Regular Full-Time Operator Annual Replacement Allocation: \$250.00
- B. Regular Part-Time and Casual Operator Annual Replacement Allocation: \$200.00
- C. 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.
- D. The allocation shall be applied toward replacement or replenishment of uniform items purchased through the Employer-designated uniform supplier.

Section 3: Uniform Issue List

- A. The Employer will supply the following uniform articles; style, color, design and fabric are to be determined by Employer.
 - 1. Regular Full-Time Operators:
 - 5 Pairs of Trousers
 - 5 Shirts
 - 1 Jacket
 - 1 Sweater
 - 1 Cap (Optional)
 - 1. Regular Part-Time and Casual Operators:
 - 3 Pairs of Trousers
 - 3 Shirts
 - 1 Jacket
 - 1 Sweater
 - 1 Cap (Optional)

Article 18 - Suspension and Dismissal

- 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. . A Regular Part-Time Operator appointed to fill a vacant Regular Full-Time Operator position shall not be subject to an additional probationary period, provided the Operator has completed his/her probationary period as a Regular Part-Time Operator. If the Operator has not completed his/her probationary period, the remaining probationary period shall continue after appointment to the Regular Full-Time position.
- 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 three (3) 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 Regular 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 three (3) 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 position may request a transfer back to a Casual Transit Operator position at any time during the probationary period.
- D. A Casual Transit Operator shall work 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

- A. Operator vacancies will be filled in the following manner:
 - 1. Regular Full-Time Vacancies
 - a. Regular Part-Time and Casual Operators are eligible to apply for the open position. Except as provided below, selection for the position will be made from existing Operator applicants based on a personal interview and

past employee performance reviews. When the selection decision is narrowed to two individuals and the knowledge, skills and abilities of the candidates are substantially equal, preference shall be granted based on seniority. The Employer is not obligated to select an Operator who has received written disciplinary action during the past twelve (12) months.

- b. If a position remains vacant after the internal recruitment process, the position may be filled by an open recruitment process.

2. Regular Part-Time Vacancies

- a. Regular Full-Time and Casual Operators are eligible to apply for the open position. Except as provided below, selection for the position will be made from existing Operator applicants based on a personal interview and past employee performance reviews. When the selection decision is narrowed to two individuals and the knowledge, skills and abilities of the candidates are substantial equal, preference shall be granted based on seniority. The Employer is not obligated to select an Operator who has received written disciplinary action during the past twelve (12) months.
- b. If a position remains vacant after the internal recruitment process, the position may be filled by an open recruitment process.

3. Casual Operator Vacancies

- a. Positions will be filled by an open recruitment process.

Article 20 – Savings

- 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

- 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

This Agreement shall be effective as of March 9, 2017 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, 2018.

City of Longview, Washington

Amalgamated Transit Union #758

David M. Campbell, City Manager

DATED:

Isaac O. Tate, ATU, President/Business Agent

DATED:

Witness: Chris K. Smith

DATED:

Committee Member:

DATED:

Addendum A

