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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 1122

Occupations Represented
Busdrivers

Bargaining Agency City of Yakima

Agency industrial classification (NAICS):

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BeginYear 1998 **EndYear** 1999

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Notes

Contact

Full text contract begins on following page.

COLLECTIVELY BARGAINED AGREEMENT

Between

City of Yakima, Washington

and

**Council 2,
Washington State Council of
County and City Employees**

Representing

**Local 1122
Uniformed Transit Employees**

**American Federation of State County and Municipal
Employees, AFL-CIO**

Effective

January 1, 1998 Through December 31, 1999

Table of Contents

Table of Contents 02

PREAMBLE 04

ARTICLE I - RECOGNITION OF UNION -
 BARGAINING UNIT 04

ARTICLE II - UNION MEMBERSHIP 05

ARTICLE III - COLLECTIVE BARGAINING..... 05

ARTICLE IV - PUBLIC DISCLOSURE 07

ARTICLE V - CODE PROVISIONS 07

ARTICLE VI - UNION CONSTITUTION AND BY LAWS..... 08

ARTICLE VII - BUSINESS LEAVES..... 08

ARTICLE VIII - EMPLOYEE RIGHTS 08

ARTICLE IX - MANAGEMENT RIGHTS 09

ARTICLE X - LABOR MANAGEMENT COMMITTEE 10

ARTICLE XI - CONTRACTING WORK..... 11

ARTICLE XII - STRIKES AND LOCKOUTS PROHIBITED 11

ARTICLE XIII - REDUCTION IN FORCE 11

ARTICLE XIV - GRIEVANCE PROCEDURE..... 12

ARTICLE XV - SOCIAL SECURITY 14

ARTICLE XVI - EQUAL OPPORTUNITY CLAUSE..... 14

ARTICLE XVII - SALARIES 15

ARTICLE XVIII - LONGEVITY 15

ARTICLE XIX - SHIFT DIFFERENTIAL..... 16

ARTICLE XX - OVERTIME..... 16

ARTICLE XXI - STANDBY PAY 17

ARTICLE XXII - MEDICAL/DENTAL/VISION BENEFIT PACKAGE..... 17

ARTICLE XXIII -	HEALTH HAZARD INOCULATIONS & CERTIFICATIONS	19
ARTICLE XXIV -	LIFE INSURANCE.....	20
ARTICLE XXV -	HOLIDAYS	20
ARTICLE XXVI -	VACATION.....	22
ARTICLE XXVII -	SICK LEAVE	23
ARTICLE XXVIII -	MATERNITY LEAVE	26
ARTICLE XXIX -	BEREAVEMENT LEAVE	26
ARTICLE XXX -	SENIORITY	27
ARTICLE XXXI -	CHANGE OF WORK STATUS.....	28
ARTICLE XXXII -	WORK WEEK PROVISIONS	28
ARTICLE XXXIII -	PERMANENT PART-TIME EMPLOYEES	34
ARTICLE XXXIV -	TRADING WORK.....	34
ARTICLE XXXV -	"ROADEO"	34
ARTICLE XXXVI -	ENTIRE AGREEMENT	34
ARTICLE XXXVII -	SAVINGS CLAUSE	35
ARTICLE XXXVIII -	TERMINATION.....	35
ARTICLE XXXIX -	EXECUTION.....	36
Appendix "A" -	WAGE GRID FOR 1998.....	37

PREAMBLE

This Agreement, made and entered into by and between the City of Yakima, Washington, hereinafter called the Employer and Council 2, Washington State Council of County and City Employees, representing Local 1122, Bargaining Unit; Uniformed Transit Employees, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union.

WITNESSETH:

WHEREAS, Chapter 41.56 of the Revised Code of Washington contemplates the execution of collective bargaining agreements between cities and unions representing government employees, the intent and purpose of such act being the promotion of the continued improvement of the relationship between public employers and their employees by providing a uniform basis for implementing the right of employees to join labor organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with public employers, and

WHEREAS, the parties to this agreement recognize that benefits accrue to Union employees of the City by virtue of union membership, and that the best interests of the citizens of the City of Yakima are served by the City's official recognition of the Union.

NOW, THEREFORE, pursuant to Chapter 41.56 of the Revised Code of Washington, and in accordance with the intent and purpose thereof, and for the purpose of promoting the morale, well being and security of the Union employees of the City, and for the purpose of promoting the general efficiency of the government of the City of Yakima, the parties hereto agree as follows:

ARTICLE I - RECOGNITION OF UNION - BARGAINING UNIT

1.1: The City recognizes the Union as the exclusive bargaining representative of the bargaining unit consisting of all permanent Uniformed Transit Division City employees, except the Operations Supervisor, the Transit Manager, and those person(s) appointed to exempt or unclassified positions, as agreed by the parties in PERC Case Number 08382-C-90-00474, and the Senior Project Planner (Transit) as agreed by the parties in PERC Case Number 10654-C-93-626.

1.2: In accordance with RCW 41.56.050 through RCW 41.56.080, an application for certification as exclusive bargaining representative for an appropriate unit may be filed with the Public Employment Relations Commission during a period of not more than ninety (90) nor less than sixty (60) days prior to the expiration date of this agreement.

ARTICLE II - UNION MEMBERSHIP

2.1: Union Membership:

All employees in the bargaining unit shall, within 30 days after hiring, as a condition of employment, become members of the Union, provided that exceptions to membership shall be subject to the provisions of RCW 41.56.122(1).

2.2: Payroll Deductions:

The City agrees to deduct Union fees, dues and other assessments by the Union against its members within the bargaining unit from the pay of employees who authorize the City to do so, which authorization shall be in writing and signed by each person authorizing such deductions, and filed with the City. The Union shall notify the Employer's Finance Director, Payroll Officer, or their designee of amounts to be deducted from the pay of each such person. The City shall transmit to the Washington State Council of County and City Employees, PO Box 750, Everett, Washington, 98206-0750, the aggregate of such deductions, together with an itemized statement, on or before the 20th day of each month following the month for which deductions are made.

The Union agrees to defend, indemnify and hold harmless the City for any loss or damage arising from the operation of this Article knowingly caused by the Union. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

2.3: Union Insignia:

Employees who are members of the Union, and in good standing, shall be permitted, with the mutual agreement of Transit Management, to wear while on duty, the standard type of Union pin prescribed by their State or International organization.

ARTICLE III - COLLECTIVE BARGAINING

3.1: Collective bargaining between the parties shall be carried out by the City Manager, or his representatives, on behalf of the City of Yakima, and a person or persons elected by Transit employees representing the Union. Said collective bargaining committees shall not exceed four (4) members each without mutual consent of the parties. The Union Staff

Representative and the City Manager shall exchange in writing the names of the person or persons representing the respective parties for collective bargaining purposes.

3.2: Wages Hours and Working Conditions:

Where negotiable matters pertaining to wages, hours and working conditions are fixed by various City ordinances, the City Manager shall give notice to the Secretary of the Union with a copy to the Staff Representative of any proposed enactment or repeal of, or any amendments to, any such ordinance applicable to members of the bargaining unit. Such notice shall be given no less than ten (10) days prior to the first meeting of the City Council where such ordinance is considered, and shall be in writing and contain a copy of the ordinance proposed to be enacted or of the proposed amendment, or shall refer by code number to any ordinance proposed to be repealed. No ordinance affecting wages, hours or working conditions of members of the bargaining unit shall be enacted by the City Council unless mutually agreed upon between the City Manager (or designee) and the collective bargaining committee of the Union.

3.3: Negotiations Timetable:

Per RCW 41.56.492 application of uniformed personnel collective bargaining provisions to employees of public passenger transportation systems - conditions. In addition to the classes of employees listed in RCW 41.56.030(7), the provisions of RCW 41.56.430 through 41.56.452, 41.56.470, 41.56.480, and 41.56.490 shall also be applicable to the employees of a public passenger transportation system of a metropolitan municipal corporation, county transportation authority, public transportation benefit area, or City public passenger transportation system, subject to the following:

- A) Negotiations between the public employer and the bargaining representative may commence at any time agreed to by the parties. If no agreement has been reached sixty (60) days after commencement of negotiations, either party may demand that the issues in disagreement be submitted to a mediator. The services of the mediator shall be provided by the commission without cost to the parties, but nothing in this Section or RCW 41.56.440 shall be construed to prohibit the public employer and the bargaining representative from agreeing to substitute at their own expense some other mediator or mediation procedure; and

- B) If an Agreement has not been reached following a reasonable period of negotiations and mediation, and the mediator finds that the parties remain at impasse, either party may demand that the issues in disagreement be submitted to an Arbitration panel for a binding and final determination. In making its determination, the Arbitration panel shall mindful of the legislative purpose enumerated in RCW 41.45.430 and as additional standards or guidelines to aid it in reaching a decision(s), shall take into consideration the following factors:
 - 1) The Constitutional and Statutory authority of the Employer.
 - 2) Stipulations of the parties;

- 3) Compensation package comparisons, economic indices, fiscal constraints, and similar factors determined by the Arbitration panel to be pertinent to the case; and
- 4) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment.

ARTICLE IV - PUBLIC DISCLOSURE

Neither party shall independently issue releases to any news media, nor otherwise make public disclosure, during Pre-Mediation negotiations as the parties work towards a collective bargaining agreement.

ARTICLE V - CODE PROVISIONS

The following sections of the Yakima Municipal Code are hereby incorporated by reference and made a part of this Agreement. All sections listed shall be in accord with the terms of this Agreement and in the event of a conflict the terms of the Agreement shall prevail.

Section 2.04.030 - City Contributions A, A-4, B-4, C-2.

Section 2.20.010 - Persons Subject to Plan.

Section 2.20.020 - Content of Plan.

Section 2.20.040 - Policy for Pay Steps.

Section 2.20.050 - Policy for Present Employees Subparagraph (a).

Section 2.20.060 - Transfer, Promotion, Reclassification, Demotion, or Reinstatement of Employees.

Section 2.20.070 - Reduction of Salary.

Section 2.20.085 - Reimbursement for Expenditures Subparagraph E.

2.20.088 - Uniform Allowance - Special Assignment Pay, Subparagraphs B and C.

Section 2.20.100 - Classification Plan, Subparagraph (b).

Section 2.20.110 - Compensation Plan, Subparagraph (e).

Section 2.20.120 - Shift Differential.

Section 2.24.010 - Longevity Plan - Eligibility - Restrictions, Subparagraphs A, C, D.

Section 2.40.020 - Vacation Leave, Subparagraphs A, Submit 1, and Subparagraphs B, C, D, E.

Section 2.40.030 - Sick Leave.

Section 2.40.120 - Sick leave pool

Section 2.40.060 - Leave Without Pay.

Section 2.40.070 - Unauthorized Absences.

Section 2.40.080 - Holidays with Pay, Subparagraphs A, B, C, D, E, F, G, H, J, K.

Section 2.40.090 - Work Week.

Section 2.40.100 - Overtime Pay, Subparagraphs A-4, B, C, D, E.

ARTICLE VI - UNION CONSTITUTION AND BY LAWS

Upon request of the City Manager or his designee, the Union shall promptly furnish to the City Manager a current copy of the Union constitution and by laws, or any other rules and regulations of the Union. Any revisions thereof shall be promptly furnished by the Union to the City Manager.

ARTICLE VII - BUSINESS LEAVES

7.1: Members representing the Union, not exceeding four (4) in number, shall be paid at the applicable rate of pay for actual time spent for all meetings between the City and the Union for the purpose of negotiating wages, hours and working conditions, terms of this agreement, or for processing grievances. When such meetings take place at a time during which any such members are scheduled to be on duty, they shall be granted leave from duty without any loss of pay. Actual time spent for meetings shall be limited to the time spent in the meetings.

7.2: Business Leaves:

Such officers and members of the Union may be designated by the Union, not to exceed four (4) in number at any one time shall be granted leave from duty with pay for Union business, such as but not limited to attending labor conventions and educational conferences, collective bargaining preparations and civil service, provided that notice of such conventions or conferences shall be requested and approved by the Department Head, and provided further that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed one hundred thirty-five (135) hours in any fiscal year.

7.3: Shop Stewards:

Shop stewards shall be allowed up to one (1) hour per month with pay to attend shop stewards meeting(s). The number of shop stewards in the bargaining unit shall be determined by a ratio of one (1) steward per twenty (20) members in the bargaining unit. The Union shall keep the City notified of the current shop stewards and Local Union Officers.

ARTICLE VIII - EMPLOYEE RIGHTS

8.1: An employee shall have the right, upon request, to inspect their personnel file. No material referring to the employee's job competence or conduct shall be placed in the file without the employee's knowledge and the opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee by the initiating department.

8.2: The initial discussion of a probationary, special or annual performance evaluation shall take place solely between an employee and their immediate rating supervisor. Thereafter an employee may be accompanied by a Union representative where job conduct or said performance evaluation is reviewed in a conference with management. On-the-job discussions between employee(s) and supervisor(s) regarding job duties, assignments or performance shall not be considered disciplinary action and shall not be subject to this provision. Appeals of performance evaluations and disciplinary actions shall be made in accordance with Civil Service Rules and Regulations and shall not be subject to the grievance procedure.

8.3: Except as otherwise provided in State law, City Charter or Civil Service Rules and Regulations, off-duty activities of an employee shall not be cause for disciplinary action unless such activity is detrimental to the employee's performance on the job.

8.4: Work Rules:

A) Work rules and policy shall be posted for employees and be in writing. They shall be uniformly applied. When existing work rules, policy or procedure are changed or new rules or procedures established, employees whose work assignment is affected shall be notified in writing (that is circulating memorandum) and the new rule or procedure shall be posted prominently on appropriate bulletin boards for a period of seven (7) calendar days before becoming effective, except for changes of an emergency nature.

B) Employees shall comply with all existing rules that are not in conflict with the express items of this Agreement, provided that rules are uniformly applied and uniformly enforced, and provided that reasonable notice has been given of the existence of the rule.

C) Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

8.5: The City agrees to establish a Safety and Health Committee in accordance with WAC 296.24.045. Such committee shall receive and investigate complaints of unsafe or unhealthy working conditions and shall recommend appropriate remedies to the City. Unresolved complaints of violations of Washington Industrial Safety and Health laws may be referred to the Washington State Department of Labor and Industries, Industrial Safety Division, for investigation.

8.6: An employee has the right to hold Union office, seek Union assistance, file a grievance or use other benefits of this Agreement according to the terms set forth without reprisal, repression, intimidation, prejudice, or discrimination.

ARTICLE IX - MANAGEMENT RIGHTS

9.1: Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the City retains all legal and inherent exclusive rights with respect to matters of legislative and managerial policy. Furthermore, the City reserves all customary management prerogatives including, but not limited to, the right to:

- A) Establish, plan for, and direct the work force toward the organizational goals of the municipal government.

- B)** Determine the organization, and the merits, necessity and level of activity or service provided to the public.
- C)** Determine the City budget and financial policies including accounting procedures.
- D)** Establish, regulate and administer a personnel system, in conformity with the City Charter and Civil Service Rules and Regulations, which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions.
- E)** Discipline or discharge of employees for cause as provided by the General Rules and Regulations of the City's Charter Civil Service Commission and in conformity with this Agreement.
- F)** Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency thereof.
- G)** Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all City functions.
- H)** Assign work to and schedule employees in accordance with Civil Service classifications and position descriptions, and to establish and change work schedules in accordance with Article XXXI; 31.10.
- I)** Relieve any employees from duty due to lack of work or insufficient funds.
- J)** Take all actions necessary to carry out the mission of the City in emergencies.

9.2: The above-cited management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to the City. It is understood that any of the rights, power and authority the City had prior to the signing of this Agreement are retained by the City.

9.3: Any employee within the bargaining unit who may feel aggrieved by the unfair or discriminatory exercise of any of the Management Rights specified hereinabove, or any other claimed prerogative may seek their remedy by the grievance procedure provided in the Agreement.

ARTICLE X - LABOR MANAGEMENT COMMITTEE

10.1: The City and the Union shall cooperate to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity in all departments of City government.

In order to accomplish these goals, a Labor-Management Committee shall be established consisting of three Union members chosen by the Union, the Union Staff

Representative, the City Manager or his designee, one Transit management team member chosen by the City Manager, and may include two City Council members chosen by the Council.

- 10.2:** The Labor-Management Committee shall schedule meetings at mutually agreeable times, but not later than fifteen (15) working days from the date of a request for a meeting by a party to this Agreement. Requests shall be in writing and contain the item(s) or topic(s) at issue.

10.3: Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other parties. A final agenda shall be established and distributed to all parties three (3) working days prior to the date of the meeting. Items not on the agenda shall not be discussed at the meeting unless mutually agreed by all parties.

10.4: Resolution:

- A) Disposition of matters covered in a labor relations meeting shall not contradict, add to, or otherwise modify the terms and conditions of the contract between the City and the Union but shall approach the matter(s) at issue with a problem-solving effort.
- B) However, should the Labor/Management process result in a particular change in wages, hours, and working conditions, the change shall be reduced to writing in the form of a Letter of Understanding, Memorandum of Agreement, etc.

ARTICLE XI - CONTRACTING WORK

The City agrees that no permanent employee shall be laid off as a direct result of the City contracting work currently done by City Employees. The City however, retains the right to contract work as deemed desirable or necessary by the City and reassign employees who might otherwise be laid off as a result thereof. The City further retains the right to lay off employees at the discretion of the City, due to lack of funds.

ARTICLE XII - STRIKES AND LOCKOUTS PROHIBITED

12.1: The Union shall neither cause, encourage nor counsel employees within the bargaining unit to strike, nor shall it in any manner cause, encourage nor counsel any such employee or employees to directly or indirectly commit any concerted acts of work stoppage, slow-down or refusal to perform any customarily assigned duties; provided, however, in the event the laws of the State of Washington should be changed so as to allow the right to strike, or to substitute therefor any other right in its place, this Agreement shall be construed so as to allow the Union to exercise any such right that is hereafter provided by law or change of law, and the parties to this Agreement hereby agree to be bound by the terms of any such law or change of law.

12.2: The City agrees that during the term of this Agreement, there will be no lockouts. However, a complete or partial reduction of operations for economic or other compelling business reasons shall not be considered a lockout. In addition, if an employee is unable to perform their duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

ARTICLE XIII - REDUCTION IN FORCE

13.1: In the event that it becomes necessary to amend the reduction in force procedure in the Civil Service Rules, the City and the Union shall cooperate to develop reduction in force procedures which shall be mutually acceptable for submission to the Civil Service Commission.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.1: Policy:

The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this agreement may be resolved as fairly and expeditiously as possible.

14.2: Exclusions:

Matters covered by the general rules and regulations of the Civil Service Commission of the City of Yakima shall not be covered by this procedure.

14.3: Grievance Defined:

A grievance is an alleged wrong or dispute, considered by an employee or group of employees as grounds for complaint, pertaining to employment conditions covered by this Agreement or its application, meaning or interpretation.

14.4: Special Provisions:

- A) The term "employee" as used in this Article shall mean a permanent or probationary employee who is a member of the bargaining unit or group of such employees, accompanied by a representative if so desired.
- B) The aggrieved party and their chosen representative shall be granted time off without loss of pay for the purpose of processing a grievance. City employees attending hearings as a witness for the aggrieved party shall be granted time off without loss of pay for the purpose of providing testimony, including Civil Service Commission meetings. The aggrieved party's representative may, after making advance notification to the relevant Division Manager, visit the work location of employees covered by this Agreement for the purpose of investigating a grievance. Said investigation shall be conducted so as not to disturb the work of uninvolved employees.
- C) Grievances on behalf of an individual employee may not be initiated or pursued without their consent. However, contract grievances may be initiated or pursued by the Union.
- D) A grievance may be entertained in or advanced to any step in the grievance procedure if requested by one party in writing and agreed to by the other party in writing.
- E) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended. Failure to meet the

time limit or extended time limit for responses by the City shall render the decision in favor of the grievant.

- F)** Any grievance shall be considered settled at the completion of any steps if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time. If the grievance is not appealed as prescribed the issues shall be deemed withdrawn.

14.5: Procedure:

To be reviewable under this procedure a grievance must:

- A) Be filed in a grievance format which has been mutually agreed upon by the City and the Union, specifically the format of AFSCME Form F-29.
- B) Identify matters or incidents that are alleged to have occurred.
- C) Identify an act or omission by management regarding aspects of this agreement.
- D) Arise out of a specific situation, act or acts complained of as being unfair which has resulted, or identifies an inequity or damage to an employee.
- E) Specify the relief sought.

1) Step 1 - Discussion with Supervisor:

Whenever there is an apparent misunderstanding or dispute between an employee and the City, an effort must first be made to resolve the matter informally with the supervisor and/or Division Manager. The affected employee shall pose the question of the misunderstanding and/or dispute in writing to the supervisor(s) and the supervisor(s) shall answer the question of the misunderstanding and/or dispute in writing (then and there) at the initial meeting. If the misunderstanding and/or dispute remains unresolved after the initial informal meeting, the employee shall reduce the dispute, in writing to the Department Head, within ten (10) working days, as a formal grievance.

2) Step 2 - Grievance Appealed to Department Head:

An employee who is dissatisfied with the decision of the supervisor and/or Division Manager may submit the grievance in writing within seven (7) working days after notification to the employee of the decision of the supervisor and/or Division Manager to the Department Head. The Department Head shall make a separate investigation and notify the employee in writing of his decision, and the reasons therefore, within seven (7) working days after receipt of the employee's grievance.

3) Step 3 - Grievance Appealed to City Manager:

If the employee is dissatisfied with the decision of his Department Head, the employee may obtain a review by the City Manager by submitting a written request to him for a review, which request shall be submitted within seven (7) working days after the notification to the employee of the decision of the Department Head. Said appeal shall delineate the areas of agreement and disagreement with the response given by the Department Head. The City Manager shall make such investigation and conduct such hearings as he deems necessary, and shall, within fifteen (15) working days after the receipt of the employee's request for review, inform the employee in writing of the City Manager's findings and decision.

- 4) A duplicate copy of all statements of grievance, requests for review and written decisions shall be filed by the person making them in the office of the Personnel Officer.

- 5) Any grievance which the City's management may have against the Union shall be reduced to writing and submitted, no later than ten (10) working days after having been made reasonably aware of the issue, to the President of the Union local with a copy to the staff representative. The Union President shall make an investigation of the relevant facts and shall, within fifteen (15) working days, provide a written decision, and the reasons therefore. If the matter is not satisfactorily settled, an appeal may be instituted as set forth in 14.6 below.

- 6) For purposes of this Article, workdays shall refer to Monday through Friday, excluding holidays.

14.6: Step 4 - Final Resolution of Grievance Disputes:

Either party to this Agreement may refer unsettled grievances which concern provisions of this Agreement to Arbitration.

- A) A request for Arbitration shall be in writing and shall be submitted to the other party not more than ten (10) working days after the reply of the City Manager, or the Union President as applies, or their designee, unless the time shall be extended by written mutual agreement. Such request shall identify the previously filed grievance which is the basis for the request for Arbitration and shall set forth the issue which the party making the request seeks to resolve.
- B) The Arbitrator may be selected by mutual agreement between the City Manager and the Union. In the event the parties cannot agree on the selection of the Arbitrator within ten (10) working days after the request is filed, then either the City Manager or the Union may request PERC to assign an Arbitrator from its staff. Provided that if the parties mutually agree, the parties may request a list of nine (9) arbitrators, from either Public Employment Relations Commission (PERC), American Arbitration Association (AAA), or Federal Mediation and Conciliation Services (FMCS). Within five (5) working days from the receipt of the list the parties shall meet and alternately strike names from the list until one (1) name remains, who shall serve as arbitrator. The party to strike the first name shall be determined by a coin flip.
- C) The Arbitrator shall be limited to determining whether the City or the Union has violated or failed to apply properly the terms and conditions of this Agreement. The Arbitrator shall have no power to destroy, change, delete from or add to the terms of this Agreement.
- D) The Arbitration hearing shall be convened within thirty (30) calendar days after the selection process is completed. PERC rules and procedures shall govern the hearing.
- E) The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.
- F) Cost of the Arbitration shall be shared equally by the parties, including the Arbitrator's fee and expenses; room rental, if any, and cost of the record.
- G) Each party shall bear the cost of the preparation of its own case.

ARTICLE XV - SOCIAL SECURITY

The City will continue to provide the employer's share of FICA (Social Security) coverage for the employees covered in the bargaining unit.

ARTICLE XVI - EQUAL OPPORTUNITY CLAUSE

In accordance with Revised Order No. 4 implementing U.S. Executive Order 11246, "Equal Employment Opportunity Act" of 1972 and the "Vocational Rehabilitation Act" of 1973 as amended and implementing regulations, and the "Americans with Disabilities Act" (ADA) OF 1991 it is the policy of the City of Yakima and the Union to not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin, marital status or handicap.

ARTICLE XVII - SALARIES

17.1: Effective January 1, 1998, the compensation plan for the bargaining unit in effect on December 31, 1997, shall be increased by Three and One-Half Percent (3.5%).

17.2: Effective July 1, 1998, the compensation plan for the bargaining unit in effect on June 30, 1998, shall be increased by One Percent (1.0%).

17.3: Effective January 1, 1999, the compensation plan for the bargaining unit in effect on December 31, 1998, shall be increased by Three and One-Quarter Percent (3.25%).

17.4: Direct Deposit:

The parties recognize that Direct Deposit is the most effective way of banking. When such service becomes available, all employees shall be able to direct deposit at their own financial institution that offers this service.

ARTICLE XVIII - LONGEVITY

18.1: Longevity:

Longevity Compensation shall be in accordance with Yakima Municipal Code Section 2.24.010, Subparagraph A as may be subsequently amended.

A) All permanent employees shall accrue longevity as follows:

Years Service	Longevity Compensation Percentage of Base Pay
At least 60 months and less than 120 months	1.5%
At least 120 months and less than 180 months	3.0%
At least 180 months and less than 240 months	4.5%
240 months or more	6.0%

B) Accruals shall be prorated on actual hours in pay status for permanent part-time employees.

- C) Accruals shall be prorated for permanent part-time employees, based on previous six (6) months.

ARTICLE XIX - SHIFT DIFFERENTIAL

19.1: After Hours:

For employees who work a regularly scheduled shift where all or part of the shift hours fall between 6:00 p.m. and 6:00 a.m., an additional five percent (5%) per hour over base pay will be paid for all hours worked within the stipulated period to the nearest one-half (1/2) hour. Persons working overtime past their normal shift will not be entitled to payment under this Article unless all of the scheduled hours of the second shift are worked.

19.2: Split Shift:

- A) Transit Employees who work a split shift or split workweek shall receive five percent (5%) shift differential for 20 hours per week.
- B) Transit Employees who work a five day work week and have one (1) weekday off, shall receive a five percent (5%) shift differential, for twenty hours (20) hours a week.
- C) Transit Employees who work a five day work week and work both a split shift and have one (1) weekday off shall receive a five percent (5%) shift differential, for thirty (30) hours a week.
- D) Transit Employees who work a four (4) day work week and have two (2) weekdays off, shall receive a five Percent (5%) shift differential for twenty (20) hours a week.
- E) Transit Employees who work a four (4) day work week and work both a split shift and have two (2) weekdays off, shall receive a five percent (5%) shift differential, for thirty (30) hours a week.

ARTICLE XX - OVERTIME

- 20.1:** Employees who are required to work more than 40 hours in any work week shall be paid one and one-half (1-1/2) times the regular rate of pay for credited time in excess of forty (40) hours per week. Credited time shall be in fifteen (15) minute increments. However, compensatory time off at the time and one-half rate in lieu of overtime pay may be requested by the affected employee. In that case, compensatory time may be taken at such time as is agreed upon by the Employer and the employee, but may not be imposed

by the Employer upon any employee who has not so requested such compensatory time off.

20.2: Compensatory time off may be accrued to a maximum of 40 hours unless the City Manager approves additional accrual because of an emergency or other unusual circumstance. Provided, however, existing compensatory time in excess of forty (40) hours shall remain until used.

20.3: Employees may accept any shift(s), and or shift piece(s) of available overtime by seniority rotation. No shift shall be split more than once.

20.4: Time spent by an employee beyond the normal working day for training classes, shall be considered time worked for calculation of overtime pay.

20.5: Authorized travel time spent in the performance of the job shall be considered time worked for the calculation of overtime pay.

20.6: The City shall grant time off to eat to any employee who is requested to and does work beyond the regular shift quitting time. The Employer shall grant thirty (30) minutes to eat every four (4) hours thereafter while the employee continues to work.

20.7: In the event the employee is unable to provide or obtain the meal(s) due to location or time of day or emergency, the Division Head shall insure the employee obtains a meal at the Employer's expense.

20.8: Call Out Pay:

A) A minimum of two (2) hours pay at the time and one-half (1.5) rate will be paid to an employee as follows:

(1) who is requested to return to work at the completion of their shift while still at the work site/relief point,

or,

(2) is called to return to work after leaving the work site/relief point at the completion of the shift,

(3) is called into work on a day off.

B) Call Out time is counted from the time the employee begins work until the employee is released from the workplace.

ARTICLE XXI - STANDBY PAY

21.1: The determination of the need for and assignment of standby time is a responsibility of Management. Employees will have the opportunity to volunteer or exchange for standby prior to being made a required assignment. The employee must notify their supervisor in writing by the end of the previous shift of an exchange with another employee for assigned standby.

21.2: Compensation for assigned standby time will be \$1.00 per hour.

21.3: Employees, when on assigned standby time, are required to maintain the same required physical and mental capacity that is required during regular scheduled work hours and are to be reachable if called.

ARTICLE XXII - MEDICAL/DENTAL/VISION BENEFIT PACKAGE

22.1: Employee Only Medical/Vision and Dental Coverage:

Medical and Dental Benefit Package;
(Medical/Vision and Dental Insurance):

The City shall pay one hundred percent (100%) of the monthly employee only medical/vision and dental insurance premiums for coverage as set by the City of Yakima Employees' Welfare Benefit Board. Employee only medical/vision and dental insurance premiums shall be at no cost to the employee.

22.2: Dependent Medical/Vision and Dental Coverage:

Medical and Dental Benefit Package;
(Medical/Vision, and Dental, Insurance):

The monthly dependent unit premium costs shall be borne as follows:

- A) Fifty percent (50%) shall be paid by the participating employee.
- B) Fifty percent (50%) shall be paid by the Employer.

This cost sharing shall only be applicable to those employees who enroll their dependents in the Employer's Health Care Plan.

22.3: Retiree Coverage:

- A) Upon payment of the premium as required in 21.3-D, herein, retirees may elect to remain in the group medical plan until they reach age 65.
- B) Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until they reach age 65 or remarry, whichever occurs first.
- C) Other dependents of retirees may remain in the group medical plan as long as they remain eligible under the provisions of the plan or when coverage for the retiree and spouse, or, the spouse of deceased retiree terminates, at which time such dependent insurance coverage would cease regardless of the age of the dependents.
- D) Retirees, or spouse of deceased retirees, shall pay the premium (including dependents if enrolled) which shall be the same as the normal group rate assessed for coverage of active City employees and dependents as applicable. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

22.4: Vision Care:

The medical program shall include a vision care program as part of the major medical benefits plan for employees and their eligible dependents.

22.5: Dental Insurance:

Dental insurance for eligible employees and their dependents shall be provided. The dental insurance program shall be part of the medical benefit package premium calculation specified in 21.1 and 21.2 above.

22.6: Wellness Committee:

A representative from this bargaining unit will be appointed to the Wellness Committee. The Committee will discuss such topics as heart life programs and physical exam coverage.

22.7: Employee Welfare Benefit Board:

- A) The City of Yakima and AFSCME Local 1122 will each select four (4) members and one (1) nonvoting member from the transit bargaining unit to serve on the City of Yakima Employees' Welfare Benefit Board, hereinafter referred to as the Board.
- B) The purpose of the Board shall be to study and become informed regarding health insurance programs including the City's modified self-funded program; to identify perceived and real problems, and make recommendations to the City and the Union on ways to improve and enhance in an economical fashion the health insurance program.
- C) To enable the Board to become knowledgeable and to make reasonable and objective recommendations for change, the City agrees to:
 - 1) Complete open disclosure and cooperation to the Board with City staff and insurance provider on information necessary for the Board to complete its duties.
 - 2) The Board shall be permanent. Any member(s) of the Board who for any reason steps down as a Board member, shall be replaced by the same selection process above.

22.8: Right of Withdrawal:

The Union shall continue to have the right to withdraw from the City's self-insured program by notifying the City six (6) months prior to the expiration of this contract.

ARTICLE XXIII - HEALTH HAZARD INOCULATIONS & CERTIFICATIONS

23.1: For employees who are exposed to health hazards by direct contact with raw sewage, industrial waste, human or animal waste, the City will arrange and provide for inoculations or vaccines recommended by the Yakima County Health Officer.

23.2: Beyond the basic license fee, the City Of Yakima will pay initial and required renewal fees for any license/certificate required by the City as a condition of employment. Employee fault License/Certificate reinstatement cost shall be born by that employee.

23.3: As part of the City's Wellness Program and the City's encouragement of good health practices, the City will provide an annual physical examination fee for a physical performed by the City's doctors, or if the employee chooses their own doctor to perform the examination, the City will provide up to Seventy-Five (\$75.00) for such a physical examination.

ARTICLE XXIV - LIFE INSURANCE

24.1: The life insurance premium shall be paid in full by the City. The face value of the Life Insurance Policy shall be Twenty-Five Thousand Dollars (\$25,000) per member.

24.2: Retiree Life Insurance:

Upon retirement, the retiree may elect to continue their participation in the life insurance coverage through a conversion policy. This conversion coverage policy requires the retired employee to pay their own premium for said coverage.

The parties note that during the recent 1122 Municipal Employees Bargaining Unit Negotiations, the third party administrator notified the parties that the concept expressed in Section 24.2 Retiree Life Insurance:, was not available in the insurance marketplace.

Subsequently, the parties note that this coverage is available in the marketplace.

ARTICLE XXV - HOLIDAYS

25.1: The following shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas	December 25th
One (1) personal holiday.	

25.2: Personal Holiday:

The personal holiday may be taken subject to the following conditions:

- A)** The employee has been or is scheduled to be continuously employed by the City for more than six (6) months, and

- B) The employee has given not less than 14 calendar days of written notice to the Division Manager, provided however, the employee and the Division Manager, or their designee, may agree on an earlier day, and
- C) The Division Manager **or their designee**, has approved the day, and
- D) The day selected does not prevent a department from providing continued public service and does not interfere with the efficient operation of the department, and
- E) The personal day must be taken during the calendar year of entitlement or the day will lapse except when an employee has requested a personal holiday and the request has been denied.
- F) **Pro Rating Personal Holiday For Permanent Part-Time Employees:**
As per economic settlement "January 1, 1995", increase the personal holiday time for permanent part-time employees by prorating each permanent part-time employee's personal holiday time to a maximum of eight (8) hours depending upon the average time in a pay status each month over a calendar year. In January of each calendar year an adjustment shall be made to the personal holiday leave account for each permanent part-time Transit employee based on the previous year's average time in pay status. In the event an employee has used more personal holiday time than they have accrued based upon the previous year's average monthly hours paid, an adjustment shall be deducted in January from the employee's accrued annual leave balance, other available accrued leave balances, other than sick leave, or from actual pay, in the event all accrued leave balances have been exhausted.

25.3: General Holidays:

- A) Whenever any holiday specified by State Law falls on Saturday, the preceding Friday shall be the holiday. Employees who work Friday in such case shall be paid according to City Code Section 2.40.080 Subsection E. Whenever any holiday specified by State law falls on Sunday the following Monday shall be the holiday. Employees who work Monday in such case shall be paid according to City Code Section 2.40.080 Subsection E.
- B) **Weekend Workers:**
Whenever a holiday falls on a Saturday, the holiday shall be observed Saturday or if a holiday falls on Sunday, the holiday shall be observed Sunday for those employees regularly scheduled to work on Saturday or Sunday.
- C) If a holiday falls on a normal day off, an equivalent day off will be granted to be scheduled within sixty (60) days of the holiday.
- D) Time and one-half will be paid for the hours worked on a holiday in addition to the employee's rate of pay. At the employee's option, the premium holiday pay shall be received or the employee may be paid at straight time with the equivalent of 1-1/2 days being granted off within sixty (60) days. If not specified here the general holiday agreement applies.

E) 10/4 Schedule:

Employees working a 10/4 schedule shall earn ten (10) hours credit per holiday listed above. All other provisions of this Article will continue to apply.

ARTICLE XXVI - VACATION

Employees shall be granted annual vacation pursuant to the following conditions:

26.1: All full time employees shall accrue vacation with pay as follows:

<u>Years of Service</u>	<u>Accrual Rates</u>
After one (1) full year	6.67 hours per month (80 hours Per year, 40 hours may be Taken after 6 months)
After two (2) full years	8.0 hours per month (96 hours per year)
After five (5) full years	10.0 hours per month (120 hours per year)
After ten (10) full years	12.67 hours per month (152 hours per year)
After fifteen (15) full years	14.67 hours per month (176 hours per year)
After twenty (20) full years	18.67 hours per month (224 hours per year)

Vacation accruals for permanent part-time employees will be prorated based on the difference between the total number of actual hours in pay status in the previous month versus the total number of hours available to work in the previous month. Accruals shall be adjusted annually.

26.2: Employees shall be allowed to accrue a total amount of vacation time equal to the amount which can be earned in two years.

26.3: Employees who become ill while on approved vacation may utilize sick leave for the period of illness subject to the provisions of Article XXVI, Section 26.3 and 26.4 provided the employee immediately upon becoming ill, notifies the Division Manager and presents to the Division Manager upon return to work a physician's certificate stating the nature of the illness and the length of the incapacity.

ARTICLE XXVII - SICK LEAVE

27.1: Accrual:

Sick leave with pay is established as an insurance program for salary continuation during periods of illness, and particularly extended illness as follows:

- A)** All full-time employees shall accrue sick leave with pay at the rate of eight (8) hours per month for each full calendar month of the eligible employee's continuous service with the City. Said accrual shall be prorated for permanent part-time employees.
- B)** Unused sick leave shall be cumulative for succeeding years to a maximum of 1040 hours. No additional credits will be subsequently allowed above 1040 hours.

27.2: Permissible Use of Sick Leave:

An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- A)** Personal illness or physical incapacity resulting from causes beyond employee's control;
- B)** Verifiable visits to a physician or dentist for examination and/or treatment.
- C)** Quarantine of employee due to exposure to a contagious disease.
- D)** On-the-job injuries. Any employee receiving sick leave with pay, who is eligible for time loss payments under the Workman's Compensation Law may be paid full salary (sick leave) and on receipt of time loss payments may endorse such payments to the City to restore a portion of their used sick leave based upon the following formula:
 - 1. Time loss payment divided by the employee's regular hourly rate of pay equals hours of leave to be restored.
 - 2. At the option of the employee, the employee can retain their time loss payment. Employees retaining the time loss payment can continue to use accumulated sick leave.
- E)** Care for a child of the employee under the age of 18 years of age with a health condition that requires verifiable treatment, transportation, or supervision.
- F)** The death of a member of the immediate family of an employee, or employee's spouse.
- G)** Serious injury or illness to other members of employee's immediate family constituting an emergency or crisis, provided the employee is engaged in care/treatment, transportation, or supervision of the effected individual.
- H)** The term Immediate Family shall include:
 - 1)** Spouse, children, children of spouse, spouse of children;

- 2) Step or foster family relationship;
- 3) Mother, father, brother, sister of employee or spouse;
- 4) Grandparent or grandchild of employee or spouse;
- 5) Aunt or uncle of employee or spouse.

6) Any person living in the Immediate Household* of the employee.

* Members of the Immediate Household means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

7) In cases where an employee is responsible for funeral arrangements sick leave will be granted.

I) Employees who have exhausted all accumulated sick leave may use accumulated vacation leave, compensatory time, in lieu time, or their personal holiday in lieu of sick leave subject to the requirements of all other provisions of this Agreement (contract).

27.3: Requirements for All Paid Sick Leave:

A) Every employee must report to the representative designated by their Department Head the reason for the absence as far in advance of the starting of their scheduled work day as possible. This report shall be made no later than five (5) minutes after the scheduled report time.

B) An employee must keep their Department Head informed of their condition if absence is of more than three (3) working days in duration.

C) For each absence an employee must submit upon the approved form an explanation of the reason for such absence. A statement by the attending physician may be required if an absence caused by illness or injury extends beyond three (3) consecutive working days, or for each absence, if requested by the Department Head. If a physician's statement is to be requested by the Department Head, the employee shall be so notified before their return to work.

D) Employees may choose to permit home visits. The employee must permit medical examinations as designated by the City, at the expense of the City, and at the mutual convenience of the City and the employee.

27.4: Enforcement of Sick Leave Provisions:

A) Any failure to comply with the provisions of Article XXVII shall be grounds for denial of sick leave with pay or other paid leave taken in lieu of sick leave for the period of absence.

- B)** Misrepresentation of any material facts in connection with paid sick leave or other paid leave taken in lieu of sick leave by an employee shall constitute grounds for disciplinary action.

- C) It shall be the responsibility of the Department Head or his designated representative to:
- 1) Review all sick leave or other paid leave taken in lieu of sick leave and approve that which is bona fide and complies with the provisions of this Section and forward approved time cards to the Finance Department. The Payroll Officer shall not certify the payment of sick leave or other paid leave taken in lieu of sick leave until the approved applications have been received, except that employees still absent at the end of a pay period may be certified for payment of sick leave or other paid leave taken in lieu of sick leave by the Payroll Officer upon recommendation of the Department Head as indicated by their signing the time sheet and subject to the receipt of an approved application for sick leave pay or other paid leave taken in lieu of sick leave immediately upon the employee's return to work;
 - 2) Investigate any suspected abuse of sick leave or other paid leave taken in lieu of sick leave;
 - 3) Withhold approval of sick leave pay or pay for other leave taken in lieu of sick leave in the event of unauthorized use;
 - 4) Initiate disciplinary action if, as a result of investigation, it is determined that an employee has been guilty of willful misrepresentation in a request for sick leave pay or other pay taken in lieu of sick leave pay.
- D) 1) Permanent employees shall not exceed twelve (12) incidents of unscheduled sick leave in a calendar year. Exceeding twelve (12) incidents may be cause for discipline.
- 2) An unscheduled sick leave incident shall be defined as any continuous period of absence due to illness or injury. One absence equals one incident regardless of the length of time of absence.
 - 3) Any sick leave period of absence in which the employee submits a statement by the attending Health Care Provider regarding the illness or injury of themselves or a family member(s), shall be exempt from the unscheduled sick leave definition, and be considered a scheduled absence.

27.5: Sick Leave Exchange:

Any permanent employee may exchange accrued sick leave for pay or for additional leave time as appropriate, in accordance with the options provided the employee, subject to the following provisions:

- A) Employees who have accrued less than 720 hours of sick leave may exchange sick leave for additional vacation days or for cash as follows:
- 1) Upon retirement or death the employee's accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of 50% of the employee's current base pay. Effective January 1, 1988, maximum payment shall be \$6,250.
 - 2) Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of 25% of the employee's current base pay. Honorable termination includes layoff for budget reasons, as well as resignation with at least fourteen (14) calendar days notice. Effective January 1, 1988, maximum payment shall be \$6,250.

- B)** Employees who have accrued 720 hours or more of sick leave may exchange sick leave for additional vacation days or for cash subject to the following provisions:
- 1)** Upon retirement or death, the employee's accrued sick leave up through a maximum of 720 hours will be exchanged for pay at the rate of 100% of the employee's current base pay. Effective January 1, 1988, maximum payment shall be \$12,500.
 - 2)** Upon termination under honorable conditions, as distinct from death or retirement, the employee's accrued sick leave up to a maximum of 720 hours will be exchanged for pay at the rate of 50% of the employee's current base pay. Effective January 1, 1988, maximum payment shall be \$6,250.

- 3) Employees who have accrued more than 720 hours of sick leave may exchange such sick leave for bonus (additional) leave days at the rate of 32 hours of sick leave for each additional 8 (eight) hours of leave, not to exceed a total of 40 added leave hours annually, utilization of which would be subject to the scheduling and approval by the Department Head.

C) Sick Leave Exchange Procedure:

Any permanent employee may exchange accrued sick leave as provided in Section 26.5, A or 26.5, B above at the option of the employee, subject to the following conditions and provisions:

- 1) A request for such an exchange shall be made to the Finance Director. All requests shall be in writing and shall be signed by the employee making the request.
- 2) Requests will be accepted only during the first five (5) working days of each month with exchanged leave to be available within fifteen (15) calendar days of the date the request is received by the office of the Finance Director. Exceptions to the above will be made for termination, layoff or disability retirement
- 3) No request will be granted for less than eight (8) hours pay or a minimum of three (3) days leave.
- 4) No exchange will be granted to an employee who has been terminated for cause.
- 5) In the event of layoff, exchange requests are the responsibility of the employee.

ARTICLE XXVIII - MATERNITY LEAVE

T.A. 11/24/97

Pregnancy will be treated as any other disability. An employee may work with her doctor's consent as long as she is able and if not able, will be put on disability in accordance with the Municipal Code and as governed by RCW Chapter 49.60 and WAC 162-30-120.

ARTICLE XXIX - BEREAVEMENT LEAVE

29.1: Employees shall be granted up to and including three (3) days Bereavement Leave in the event of a death in the immediate family of the employee.

- A) The term Immediate Family shall include:
 - 1) Spouse, children, children of spouse, spouse of children;
 - 2) Step or foster family relationship;

- 3) Mother, father, brother, sister of employee or spouse;
- 4) Grandparent or grandchild of employee or spouse;
- 5) Aunt or uncle of employee or spouse

- 6) Any person living in the Immediate Household* of the employee.

* Members of the Immediate Family means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

- 7) In cases where an employee is responsible for funeral arrangements bereavement leave will be granted.

- B) The employee shall upon returning to work provide written documentation of the death of the immediate family member before bereavement leave shall be paid. This requirement may be waived by the Transit Manager or his designee.

ARTICLE XXX - SENIORITY

30.1: Seniority Defined:

Seniority is defined as the length of time accrued in a permanent non-exempt Civil Service Classification position and shall be subject to the following provisions. Seniority shall be recorded as follows: years; days; hours; and minutes.

30.2: Seniority Provisions:

- A) Seniority shall begin on the actual date of hire in a permanent classified status including the probationary period.
- B) Seniority for On-Call and Seasonal positions shall only include the actual time accrued in a pay status.
- C) Seniority shall continue from one (1) classified position to another classified position through transfer or promotion.
- D) Any and all time in a leave without pay status which is not both pre-requested and pre-approved shall be excluded from seniority.
- E) Any and all time in a leave without pay status, which resulted from the employee's failure to maintain the minimum qualifications of the position, shall be excluded from seniority.
- F) Any and all time on suspension due to a sustained disciplinary action shall be excluded from seniority.
- G) Seniority of employees who are separated from service due to a reduction in force shall be retained for the duration of the re-employment/recall period.

However, no additional seniority shall accrue during the period of separation should rehire occur.

- H)** All seniority shall lapse and become void upon the expiration of the re-employment/recall period, resignation, termination for cause, or abandonment of position.

30.3: Seniority Application:

Seniority by definition and provisions shall be recognized and applied to all matters of work assignments, and reductions in force.

30.4: Seniority Records:

- A) The Operations Supervisor with the support of the Human Resources Department shall maintain a current record of individual seniority for each employee in the Transit Bargaining Unit.
- B) The individual seniority records shall be adjusted to reflect any and all of the seniority provisions immediately after each occurrence, with written notification to the negatively affected employees.
- C) The Operations Supervisor shall compile from the individual records, a single descending rank order list of employees from the greatest seniority to the least seniority.
- D) The single list of seniority shall be updated prior to and posted with any and all sign-up bids and markdown bids.
- E) Copies of the individual records and the seniority list shall be forwarded by the Operations Supervisor to the Human Resources Department with the individual records to be placed in the respective personnel files.

30.5: Separability Of Service Length:

This Article sets specific parameters on the length of service for purposes of rank order for the classified employees. It is not the intent of this Article to alter the individual length of continuous, uninterrupted service with the City which may include temporary, and/or exempt service that the employee's vacation, sick leave, longevity, retirement, and holiday adjustments are based on.

ARTICLE XXXI - CHANGE OF WORK STATUS

31.1: Permanent employees may bid, based on their seniority, for a full-time or a part-time status, for periods of one (1) sign-up. They may change status at the end of each sign-up without loss of seniority.

31.2: To facilitate payroll requirements (programming availability), operators will simultaneously bid for their status, "full-time or part-time," while bidding their work schedules.*

31.3: *Work schedules bidding shall be completed within a total time period of eighteen (18) working days.

ARTICLE XXXII - WORK WEEK PROVISIONS

Employees shall be scheduled to work regular hours for each workday and each workweek in accordance with the provisions established below. Employees' schedules will conform to the provisions of this Article unless specifically modified by an Addendum to this contract.

32.1: Bidding Work:

Seniority shall, (as defined in Article XXIX), prevail in the bidding for full or part-time status, run selection, and work week selection.

32.2: Rest Period:

- A) Time recovery layovers shall not be considered in calculating rest period compensation.
- B) All straight, eight (8) or ten (10) hour, shifts shall include a total of thirty (30) minutes of non-service rest period compensation.
 - 1) Straight shifts shall be considered as split shifts when filled by more than one (1) employee and Section C below shall apply.
- C) All split, eight (8) or ten (10) hour, shifts shall include fifteen (15) minutes of non-service rest period compensation within each shift piece(s). One (1) rest compensation period shall be before, and one (1) rest compensation period shall be after, the shift split.
- D) All open work and special operations work shall include fifteen (15) minutes of non-service rest period compensation within each four (4) hour period of work.

32.3: Transit Dispatchers:

A) Regular Hours:

The Employer shall establish each work schedule which shall provide for regular starting and quitting times for each workday.

B) Work Day:

Employees will be scheduled to a workday of eight (8) or ten (10) consecutive hours within a twenty-four (24) hour period.

C) Work Week:

The work week shall start on Monday and end on Sunday. It shall consist of four (4) or five (5) consecutive days, with two (2) or three (3) days off.

D) Shifts:

Shifts shall be assigned by mutual agreement of the Dispatchers; however, seniority bid shall prevail where a consensus agreement cannot be reached.

E) Working Out Of Classification:

Dispatchers may stand in for Transit Operators in limited emergency situations and break periods.

F) Overtime:

Permanent Dispatchers shall be offered any available overtime on a rotational basis among the permanent Dispatchers. If the permanent Dispatchers are not available to work overtime, the work will be offered to other qualified permanent employees on a rotational basis.

G) Uniforms:

The Employer shall provide uniforms for each Dispatcher commensurate with current Transit Division standard issue.

32.4: Service Workers:

A) Regular Hours:

The Employer shall establish each work schedule which shall provide for regular starting and quitting times for each workday.

B) Work Day:

Employees will be scheduled to a workday of eight (8) or ten (10) consecutive hours within a twenty-four (24) hour period.

C) Work Week:

The work week shall start on Monday, end on Sunday, and shall consist of four (4) or five (5) consecutive days, with two (2) or three (3) days off.

D) Uniforms:

The Employer shall provide service worker(s) with clean uniforms daily.

E) Foul Weather Gear:

The Employer shall provide foul weather gear such as, but not limited to coats, boots, and gloves for the Service Worker(s).

32.5: Route Supervisor, Customer Relations Coordinator:

A) Regular Hours:

These employees may or may not have regularly scheduled work hours.

B) Work Day:

Eight (8) or ten (10) consecutive hours within a twenty-four (24) period.

C) Work Week:

The work week shall start on Monday, end on Sunday, and shall consist of four (4) or five (5) consecutive days, with two (2) or three (3) days off.

D) Uniforms;

The Employer shall provide uniforms for each Route Supervisor commensurate with current Transit Division standard issue.

32.6: Permanent Full-Time Transit Operators:

A) Regular Hours:

The Employer shall establish each work schedule which shall provide for regular starting and quitting times for each workday.

B) Work Day:

Employees will be scheduled to a workday of eight (8) or ten (10) consecutive or non consecutive hours within a twenty-four (24) period.

C) Work Week:

The work week shall start on Monday and end on Sunday; and shall consist of five (5) consecutive or non consecutive eight (8) hour days, with two (2) days off or four (4) consecutive or non consecutive ten (10) hour days with three (3) days off.

D) Scheduled Bidding:

Permanent full-time Operators shall bid on scheduled full-time runs by seniority.

E) Uniforms:

The Employer shall provide uniforms for each permanent full-time Transit Operator commensurate with current Transit Division standard issue.

32.7: Permanent Part-Time Transit Operators:

1) Permanent Part-Time Scheduled Work:

A) Scheduled Regular Hours:

The Employer shall establish each work schedule, which shall provide for regular starting and quitting times for each workday.

B) Scheduled Work Day:

Permanent part-time runs shall consist of a work day of ten (10) hours or less and may be for consecutive or non consecutive hours.

C) Scheduled Work Week:

The work week shall start on Monday and end on Sunday; and shall consist of five (5) consecutive or non-consecutive workdays. The

scheduled work week shall be scheduled to meet the needs of the Transit Division.

D) Scheduled Bidding:

Permanent part-time operators shall bid on scheduled permanent part time runs by seniority.

E) Uniforms:

The Employer shall provide uniforms for each permanent part-time Transit Operator commensurate with current Transit Division standard issue.

2) Permanent Part Time Open Work:

A) Open Regular Hours:

The Employer shall establish each work assignment which shall provide for regular starting and quitting times for each work day.

B) Open Work Day:

Known Leave Assignment; Previous Day Before 4:00 p.m.:

I) Permanent part-time employees may accept any shift(s) and/or shift piece(s) of available open work by seniority. Preferential splitting of work will not be done prior to offering the entire shift(s) and/or shift piece(s) to all available permanent part-time employees.

II) When all full shift(s) have been assigned or if a more senior Operator opts to work a shift piece(s) then the next most senior Operator can bid on a shift(s) or shift piece(s).

III) If an employee(s) fails to contact dispatch (and could have had an assignment), or decides to pass up a full shift they will rotate to the least senior bidding position for the next day's "same day" assignments.

C) Same Day Work Assignment:

I) Work becoming available after 4:00 p.m. the previous day and/or piece(s) remaining from previous night's assignments.

II) Work is offered to most senior available employee who can work the shift(s) or piece(s) without loss of service. An employee who passes up work shall rotate to the least senior bid position.

III) Open work that is offered to a temporary Employee shall be split to accommodate a permanent part-time Operator who may be available to work a portion of that shift.

D) Open Work Week:

Any open work will be split as necessary on the day of the week in which the employee's cumulative hours total forty (40) hours (or as near 40 hours as possible) without leaving a remaining open work piece of less than two (2) hours.

E) Open Bidding:

Permanent part-time employees will be offered open work daily by seniority.

3) Call To Report:

When called to fill open work the following shall apply:

- A) Accepted work report time is one (1) hour from acceptance, and regular report rules apply.
- B) Arrival within the first one-half (1/2) hour after the shift starts will be paid from the start of the shift.
- C) Arrival after the first one-half (1/2) hour from the shift start time will be paid in quarter (1/4) hour increments rounded to the previous quarter (1/4) hour.
- D) Permanent part-time Operators must notify dispatch in advance to be "not available" on a service day. They should make such notification as soon as possible, but no later than 3:00 p.m. the preceding day.

32.8: On Call Employees:

On Call Employees will not be scheduled for a regular set shift, but rather, will be called to work to fill in during the absence of another employee. On call employees will be entitled to the meal and rest periods provided for in the scheduled shift for which they are filling in.

32.9: Minimum and Maximum Shift:

No employee will be scheduled to a regular shift of less than two (2) consecutive hours. No employee shall be scheduled to a regular shift of greater than ten (10) hours.

32.10: Work Schedule Changes:

Any overall, long term change in work schedules will be discussed between the Employer and the Union prior to implementation. The Employer may change the regular starting and quitting times and the days worked in a week with five (5) workdays notice prior to the effective date of the new schedule. The five (5) workday notice may be waived upon written mutual agreement between Management and the Union. Although reasonable warning will be given whenever possible, the five (5) work day notice provision will not be required for temporary individual shift assignment changes which may be made only to cover for the absences of another employee due to termination, resignation, vacations, or sick leave. Other than the reasons cited above, an employee's work shift shall not be changed to avoid payment of overtime when an employee is called to work outside that employee's regular work shift or called to work before the regular starting time or retained to work beyond the regular quitting time.

32.11: Emergency Situations:

The Employer shall determine when an emergency situation exists and an emergency shall be defined as a sudden, unexpected event which creates a situation endangering the public or employees' health and/or safety. In the case of emergencies, management may make schedule changes as required to protect the public or employees without discussion with the Union or notice to the employees. However, management will endeavor to preserve employee work schedules whenever possible.

32.12: Addenda Procedures:

Recognizing the diversity of the work force in the Bargaining Unit, the Union and the Employer agree that other work week provisions may, from time to time, be required for various groups of employees. It is therefore, agreed that alternative work week provisions may be adopted. These alternative provisions will be adopted as written Addenda to this contract and will require approval of the City and the Union and a majority of the employees covered by the Addenda.

ARTICLE XXXIII - PERMANENT PART-TIME EMPLOYEES

- 33.1:** Whenever possible permanent part-time employees shall be assigned to a specific work schedule not requiring split days off in a calendar week.
- 33.2:** Permanent part-time employees may, as a condition of their employment, be required to have a telephone in their personal residence so that they may be notified if they are needed to work on a particular day. It is recognized and expected that permanent part-time employees may be assigned work to fill-in while permanent full-time employees are absent due to vacation, illness, or other cause which may preclude the assignment of a specific work schedule and therefore not considered to have a regularly scheduled work shift.
- 33.3:** Permanent part-time employees will be eligible to receive overtime payments in accordance with Article XIX (19.1) only if they work more than forty (40) hours in any calendar week. No overtime compensation will be paid if such employee exceeds the regularly scheduled workday unless such work causes the employee to work more than forty (40) hours in the work week.
- 33.4:** Permanent part-time employees will accrue vacation and sick leave and shall be compensated for holidays at the accrual rate prescribed in this Agreement prorated to reflect the actual percentage of time worked. In order to facilitate crediting to those accounts, permanent part-time, benefits will be initially assigned to 50%, 75%, or 100%, as determined by the appointing authority, of the accrual rate. Employees' benefit accruals will be adjusted monthly to reflect actual benefit accrual rates. Holiday and personal holiday time will be adjusted annually.

ARTICLE XXXIV - TRADING WORK

Employees may trade work with other employees in their same classification, within the same workweek (Monday through Sunday), as long as the wage cost to the Employer does not exceed the wage cost had the trade not occurred. The employees shall give notice, on the official form, to the Dispatcher no later than 3:00 P.M. on the day prior to the earliest effected shift.

ARTICLE XXXV - "ROADEO"

The Employer will encourage the participation of employees in bus "ROADEOS".

ARTICLE XXXVI - ENTIRE AGREEMENT

- 36.1:** This Agreement constitutes the complete and entire Agreement between the parties and neither the City nor the Union shall be bound by any requirement not specifically stated in this Agreement or applicable Civil Service rules. The parties are not

bound by the past practices or understandings of the City or the Union unless such past practices or understandings are incorporated in this Agreement.

36.2: The City and the Union acknowledge that each party has had ample opportunity to submit proposals with respect to any subject or matter not removed from the collective bargaining process by law and regarding wages, hours, and working conditions and agree that all said proposals have been negotiated during the negotiations leading to this Agreement. The parties further agree that negotiations will not be reopened on any item during the life of this Agreement except by the mutual consent or as provided in R.C.W. 41.56.492.

ARTICLE XXXVII - SAVINGS CLAUSE

37.1: Applicability to and Compliance with Law:

It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto, however, such invalidity shall not affect the remaining Articles of this Agreement. Notwithstanding any other provisions of this Agreement the parties may take all actions reasonable to comply with the Americans with Disability Act and the Family & Medical Leave act. If the Washington State Health Services Act of 1993 or Federal Health Care legislation mandates changes to the Health/Care Fringe Benefits Article of this Agreement, then the parties agree to negotiate the effects of those mandated changes.

37.2: Effects of Charter Civil Service Rule Changes:

A: It is understood that, should modification of the Charter Civil Service rules and regulation take place during the contract period, the CBA will be reopened to address each modification.

ARTICLE XXXVIII - TERMINATION

This Agreement shall be deemed effective from and after the 1st day of January, 1998 and shall terminate on December 31, 1999 provided, however, that this Agreement shall be subject to such periodic changes or modifications as may be voluntarily and mutually agreed upon by the parties hereto during the term hereof.

ARTICLE XXXIX - EXECUTION

EXECUTED THIS _____ DAY OF _____, 1998.

FOR THE UNION:

FOR THE CITY OF YAKIMA:

**Ron Gray, Staff Representative
WSCCCE. Council 2**

**Glenn Rice
Assistant City Manager**

**Jeff Sampson
Local 1122 President**

**William W. Schultz
Transit Manager**

**Wayne Parsley
Local 1122 Bargaining Team**

**Archie Sutton
Human Resource Manager**

**Kurt Cooper
Local 1122 Bargaining Team**

**Richard L. Lyons
Transit Supervisor**

**Jeff Beaver
Local 1122 Bargaining Team**

**R. A. Zais, Jr.
City Manager**

ATTEST:

**Jenece Manees
Local 1122 Bargaining Team**

**Karen Roberts
City Clerk**

APPENDIX "A" - WAGE GRID FOR 1998

17.1 Effective January 1, 1998, the compensation plan for the bargaining unit in effect on December 31, 1997, shall be increased by Three and One/Half Percent (3.5%).

17.2 Effective July 1, 1998, the compensation plan for the bargaining unit in effect on June 30, 1998, shall be increased by One Percent (1.0%).

Section Subsection 2.20.110 I of the City of Yakima Municipal Code is hereby amended to read as follows:

"I. Transit Civil Service Classes

Pay Range			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	Class Code	Allocated Classes
650	M	1/1/98	1903.1	1988.1	2081.6	2171.8	2284.4	23101	Transit Service Worker
	O		6	0	9	2	9		
	HR	1/1/98	10.98	11.47	12.01	12.53	13.18		
	M	7/1/98	1922.2	2007.1	2102.4	2194.3	2307.0		
	O		3	6	9	6	2		
	HR	7/1/98	11.09	11.58	12.13	12.66	13.31		
655	M	1/1/98	2081.6	2171.8	2284.4	2376.3	2489.0	22101	Transit Operator
	O		9	2	9	5	2		
	HR	1/1/98	12.01	12.53	13.18	13.71	14.36		
	M	7/1/98	2102.4	2194.3	2307.0	2400.6	2513.2		
	O		9	6	2	2	9		
	HR	7/1/98	12.13	12.66	13.31	13.85	14.50		
660	M	1/1/98	2171.8	2284.4	2376.3	2489.0	2606.8	22102	Transit Dispatcher
	O		2	9	5	2	8		
	HR	1/1/98	12.53	13.18	13.71	14.36	15.04		
	M	7/1/98	2194.3	2307.0	2400.6	2513.2	2632.8		
	O		6	2	2	9	8		
	HR	7/1/98	12.66	13.31	13.85	14.50	15.19		
665	M	1/1/98	2426.6	2544.4	2660.6	2780.2	2980.4	21101	Transit Route Supervisor
	O		2	8	2	1	8		
	HR	1/1/98	14.00	14.68	15.35	16.04	16.78		
	M	7/1/98	2450.8	2570.4	2686.6	2807.9	2937.9		
	O		9	8	2	5	4		
	HR	7/1/98	14.14	14.83	15.50	16.20	16.95		

670	M	1/1/98	2723.0	2849.5	2974.3	3121.6	3265.5	20101	Customer Relations
	O		1	5	4	7	4		
	HR	1/1/98	15.71	16.44	17.16	18.01	18.84		Coordinator
	M	7/1/98	2750.7	2877.2	3003.8	3152.8	3298.4		
	O		5	8	1	7	7		
	HR	7/1/98	15.87	16.60	17.33	18.19	19.03"		