

COLLECTIVE BARGAINING 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, 2010 through December 31, 2012

(Amended per attached MOU dated January 9, 2012)

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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 1 - 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 Transit Operators, Transit Dispatchers, Transit Service Workers, the Transit Project Planner, the Transit Route Supervisor, the Transit Office Assistant DA II, and the Marketing/Program Administrator.
- 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 2 - UNION MEMBERSHIP

2.1 Union Membership:

All employees in the bargaining unit shall, within thirty (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 3 - COLLECTIVE BARGAINING

3.1 Bargaining Teams:

Collective bargaining between the parties shall be carried out by the City Manager or his/her designee, the City Human Resource Manager or his/her designee, the Union Staff Representative, the Union President, and four (4) additional members from each party. No additional representatives for either party shall be allowed without the consent of the other party. 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 prior to the first bargaining session.

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:

Prior to the termination of this CBA, the Union and the City shall exchange written proposals for any changes in negotiable matters pertaining to wages, hours and working conditions sought for the subsequent year(s). Thereafter, negotiations shall be governed by RCW 41.56.

ARTICLE 4 - 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, unless required by law.

ARTICLE 5 - 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 2.20.010 - 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 Subsection 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 Subsection 5.

Section 2.20.088 - Uniform Allowance - Special Assignment Pay, Subsections (3) and (4).

Section 2.20.100 - Classification Plan, Subsections A and E.

Section 2.20.110 - Compensation Plan, Subsection 1.

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

Section 2.40.020 - Vacation Leave, Subsection A, Subsection 1, and Subsections B (1), (4).

Section 2.40.030 - Sick Leave, Sections A (1), B, C, D, E.

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, Subsections A, B, C, D, E, F, G, H, K.

Section 2.40.100 - Overtime Pay, Subsections A(4), B, C, D, E.

ARTICLE 6 - UNION CONSTITUTION AND BYLAWS

Upon request of the City Manager or his or her designee, the Union shall promptly furnish to the City Manager a current copy of the constitution, bylaws and any other rules or regulations of the Union, including any revisions thereto.

ARTICLE 7 - BUSINESS LEAVE

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) conducted during the steward's work shift. 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 8 - EMPLOYEE RIGHTS

8.1 **Personnel Files:**

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

8.2 **Performance Evaluations:**

The initial discussion regarding a probationary, special or annual performance evaluation shall take place solely between an employee and his or her 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, and/or performance shall not be considered disciplinary action and shall not be subject to this provision. Appeals of performance evaluations shall be made in accordance with the Charter Civil Service Commission's Rules and Regulations and shall not be subject to the grievance procedure.

8.3 Off-Duty Actions:

Except as otherwise provided in state, federal, and local law, the City Charter, or the Charter 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 Safety and Health Committee:

The City agrees to maintain a Safety and Health Committee in accordance with state law. 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 Union Participation:

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.

8.7 Probationary Period:

The probationary period for promotions to all bargaining unit positions shall be six (6) months. Effective April 1, 2006, the probationary period for new hires to all bargaining unit positions shall be twelve (12) months, provided that probationary employees may use vacation leave and are eligible for step increases after six (6) months of employment, subject to and in accordance with all other rules, policies, the Yakima Municipal Code, and this CBA.

ARTICLE 9 - 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 33 - Work Week Provisions.
- 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 10 - LABOR MANAGEMENT COMMITTEE

10.1 Intent:

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

10.2 Makeup:

In order to accomplish these goals, a Labor-Management Committee shall be established consisting of three (3) Union members chosen by the Union, the Union Staff Representative, the City Manager or his/her designee, and three (3) individuals selected by the City Manager.

10.3 Time Frame:

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.

10.4 Agenda:

At least ten (10) working days 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 party. A final agenda shall be established and distributed to all parties at least 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.

10.5 Resolution:

Should the Labor/Management process result in a proposed change in wages, hours, and working conditions, the parties may pursue amendment of this Agreement in accordance with Article 37 of this Agreement.

ARTICLE 11 - 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 12 - STRIKES AND LOCKOUTS PROHIBITED

12.1 Strikes:

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 therefore 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 Lockouts:

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 his or her 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 13 - REDUCTION IN FORCE

Any reduction in force shall be accomplished in accordance with reduction in force procedures set forth in the Charter Civil Service Rules and Regulations. 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 14 - 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 Remedies:

The Union may either grieve matters according to this Article or the Union may appeal to the City of Yakima Charter Civil Service Commission according to the Commission's Rules and

Regulations. However, the Union may not exercise both approaches but must choose one or other.

14.3 Definitions:

A) A "grievance" is a dispute concerning the interpretation, application, or alleged violation of any provision of this Agreement.

B) The term "employee" as used in this Article means a permanent or probationary employee who is a member in good standing of the bargaining unit or group of such employees, accompanied by a representative if so desired.

C) The term "working day" as used in this Article means Monday through Friday excluding holidays.

14.4 Special Provisions:

A) The aggrieved party and his or her chosen representative shall be granted time off without loss of pay for the purpose of processing a grievance in accordance with Article 7 of this Agreement. 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.

B) Grievances on behalf of one or more employees may be initiated or pursued without the employees' consent.

C) 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.

D) 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 of either party to meet the time limit or extended time limit for responses or appeals at any step in the process shall render the decision in favor of the other party.

14.5 Procedure:

To be reviewable under this procedure a Union grievance must be filed in writing within thirty (30) calendar days after the action or decision giving rise to the grievance and must comply with the following :

A) Be filed on an AFSCME Form F-29.

B) Identify the facts and circumstances relating to the alleged misapplication, misinterpretation, or violation of a specific provision of this labor agreement.

C) Specify the relief sought.

14.6 Step 1 – Informal Discussion with Immediate Supervisor:

Prior to filing a written grievance as described in Step 2 below, the employee shall meet with his or her immediate supervisor to discuss the subject of dispute. If the subject of dispute is discipline greater than a verbal reprimand, the employee shall skip Step 1 and proceed directly to Step 2. If the subject of dispute is the immediate supervisor, the employee shall meet with his/her Division Manager to discuss the subject of dispute. After such a meeting, the immediate supervisor or Division Manager, as the case may be, shall investigate the relevant facts and circumstances of the grievance and provide a written decision within ten (10) working days.

14.7 Step 2 - Written Grievance to Division Manager:

The affected employee shall pose the question of the grievance in writing to his or her Division Manager within thirty (30) calendar days of the action or decision giving rise to the grievance. The Division Manager shall make a separate investigation and notify the employee in writing of his or her decision, and the reasons therefore, within fifteen (15) working days after receipt of the employee's grievance.

14.8 Step 3 - Written Grievance to Department Head:

If the employee is dissatisfied with the decision of his Division Manager, the employee may submit the grievance in writing to the Department Head within fifteen (15) working days after receipt of the Division Manager's decision. The Department Head shall make a separate investigation and notify the employee in writing of his or her decision, and the reasons therefore, within fifteen (15) working days after receipt of the employee's grievance.

14.9 Step 4 - Written Grievance to City Manager:

If the employee is dissatisfied with the decision of the Department Head, the employee may obtain a review by the City Manager by submitting a written request to the City Manager within fifteen (15) working days after receipt of the Department Head's decision. The City Manager or his designee shall make such investigation and shall, within fifteen (15) working days after receipt of the employee's request for review, inform the employee in writing of the City Manager's findings and decision.

14.10 Grievance Filed by the City:

Any grievance by the City against the Union shall be reduced to writing and submitted, no later than thirty (30) calendar 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 investigate 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 14.11 below.

14.11 Step 5 - Final Resolution of Grievance Disputes:

Either party to this Agreement may refer unsettled grievances to Arbitration.

A) A request for Arbitration shall be in writing and shall be submitted to the other party not more than thirty (30) 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. Alternatively, the parties may mutually request a list of eleven (11) arbitrators from either Public Employment Relations Commission (PERC), American Arbitration Association (AAA), or Federal Mediation and Conciliation Services (FMCS). In the event the parties cannot agree on which agency to request a list from within fifteen (15) working days of the request for arbitration, the parties must request a list of eleven (11) arbitrators from PERC. Within a reasonable period of time from the receipt of the list the parties shall 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) PERC rules and procedures shall govern the arbitration 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) The Arbitrator's fees and expenses, room rental, if any, and cost of the transcripts shall be shared equally by the parties. Each party shall bear the remaining costs of the preparation and presentation of its own case, including attorneys' fees, regardless of the outcome.

ARTICLE 15 - 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 16 - 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, national origin, marital status or disability.

ARTICLE 17 – SALARIES AND DEFERRED COMPENSATION

17.1 Effective January 1, 2010:

The compensation plan for the bargaining unit in effect December 31, 2009 shall not be increased.

The parties agree to a wage opener for 2011 and 2012 in September 2010.

17.2 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.

17.3 Deferred Compensation:

Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred earned compensation each month in an amount equal to a percentage of said monthly salary as provided below. The deferred compensation contribution is separate pay and is not part of base monthly salary as codified in the Yakima Municipal Code Pay and Compensation Ordinance 2.20.110.

This provision is subject to the City's deferred compensation rules and regulations and IRS regulations. The computation of retirement contributions and pension benefits shall be governed by applicable state law.

- A) The City will contribute three percent (3%) of each employee's base monthly salary to a deferred compensation plan.

ARTICLE 18 - LONGEVITY

18.1 Longevity:

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

- A) All permanent employees shall accrue longevity as follows:

<u>Years Service</u>	<u>Longevity Compensation Percentage of Base Pay</u>
At least 60 months and less than 120 months	1.75%
At least 120 months and less than 180 months.....	3.5%
At least 180 months and less than 240 months.....	5.0%

At least 240 months and less than 300 months.....	6.5%
At least 300 months or more.....	8.0%

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

ARTICLE 19 - 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 shall receive six percent (6%) shift differential for fifty percent (50%) of the hours worked on any split work day, up to twenty (20) hours per week.

B) Transit Employees who work a five (5) day work week and have one (1) weekday off, shall receive a six percent (6%) shift differential, for twenty (20) hours a week.

C) Transit Employees who work a four (4) day work week and have two (2) weekdays off, shall receive a six percent (6%) shift differential, for twenty (20) hours a week.

D) Shift differential shall be limited to thirty (30) hours per week for employees who meet the requirements of (A & B) or (A & C).

19.3 Permanent Part-Time

Permanent part-time operators shall receive shift differential pay as follows:

A) For hours worked before 6:00 a.m. and after 6:00 p.m.

B) For the same hours of whoever's complete regularly scheduled full-time shift they fill.

C) For partial shifts pieced together, with an unpaid time lapse of thirty (30) minutes or greater: shift differential shall be paid for fifty percent (50%) of the total hours worked that day, rounded up to the nearest one-half (1/2) hour.

D) For all additional hours worked before or after a straight eight (8) or ten (10) hour shift, provided that there is an unpaid time lapse of thirty (30) minutes or greater.

E) When working a regularly scheduled split shift, no additional compensation shall be paid for extra hours worked during that day.

ARTICLE 20 – OVERTIME AND CALL OUT

- 20.1 Employees who are required to work more than forty (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 forty (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. No shift shall be split more than once.
- 20.4 Time spent by an employee beyond the normal working day for job-related training classes approved by the Division Manager 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 Due to the nature of work performed by bargaining unit employees, the Union and the City agree that in the event an employee works beyond his or her regular shift quitting time, that employee shall not have any meal period(s) otherwise required by law.
- 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 (1-1/2) rate will be paid to an employee as follows:
- 1) Who is requested to return to work at the completion of his or her shift while still at the work site/relief point, or, Is called to return to work after leaving the work site/relief point at the completion of his or her shift,
 - 2) Is called to report to work prior to the start of his or her shift, or
 - 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. Any time worked in excess of the two (2) hours shall be paid at the time and one half rate.

20.9 Dispatcher Overtime:

Permanent Dispatchers shall be offered any available overtime on a seniority 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 seniority basis.

20.10 Permanent Part-Time Employee Overtime:

Permanent part-time employees will be eligible to receive overtime payments in accordance with Article 20 only if they work more than forty (40) hours in any calendar week. No overtime compensation will be paid to an employee who exceeds the regularly scheduled work day unless such work causes the employee to work more than forty (40) hours in the work week.

ARTICLE 21 - 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 \$3.00 per hour.
- 21.3** Employees on assigned standby time are required to maintain the same physical and mental capacity that is required during regular scheduled work hours and are to be reachable if called.

ARTICLE 22 - BILINGUAL PAY

Employees who have Spanish bilingual capacity shall receive Sixty (60) Dollars per month for their work in that capacity subject to prior written approval from the Director of Public Works and subject to achieving a passing score on the bilingual skills examination conducted under the Charter Civil Service Rules and Regulations and administered by the Civil Service Chief Examiner. The Chief Examiner may waive this testing requirement if the employee can demonstrate to the satisfaction of the Chief Examiner, through documentation (i.e. court interpreter certification from the State of Washington) that the employee has sufficient bilingual skills in the Spanish language.

ARTICLE 23 - HEALTH CARE

23.1 Availability:

Employees shall participate in the City of Yakima Employees' Health Care Plan. Eligible dependents and retirees may also participate in the Plan. Eligibility rules, types and levels of benefits, payment of premiums through a cafeteria plan, co-payments, co-insurance and deductibility requirements and all other terms and conditions for the provision of these health

benefits shall be governed by the City of Yakima Employees' Welfare Benefit Program. Premium base rates shall be determined annually by the applicable broker of record.

23.2 Employee Only Medical/Vision Coverage:

The City shall pay one hundred percent (100%) of monthly employee only medical/vision premiums.

23.3 Dependent Medical/Vision Coverage:

For employees who enroll one or more dependents in the Health Care Plans, 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 City.

The City will freeze the employee Medical Plan contribution rate for January 2010 – December 31, 2010 at the 2009 rate. The City will pay the Plan cost increase.

The parties agree to a Medical Plan premium opener for 2011 and 2012 in September 2010.

23.4 Dental Insurance Coverage:

The City shall pay the premium for employee and dependent family dental insurance.

23.5 Retiree Coverage:

A) Upon payment of the full premium as required in 23.5-D, herein, retirees may elect to remain in the group health care plan until they reach age 65.

B) Spouses of retirees may remain in the group health care 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 health care plan as long as they remain eligible under the provisions of the plan and until coverage for the retiree and spouse, or, the spouse of a deceased retiree terminates, at which time such dependent insurance coverage ceases regardless of the age of the dependents.

D) Retirees, or spouses of deceased retirees, shall pay the full 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.

23.6 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.

23.7 Employee Welfare Benefit Board:

- A) The Union will select voting and nonvoting members to serve on the City of Yakima Employees' Welfare Benefit Board (hereinafter referred to as the Board) according to Article III of the City of Yakima Employees' Welfare Benefit Program.
- 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 the following:
- 1) The City will provide complete and open disclosure of information necessary for the Board to complete its duties within the confines of the law and concerns for medical confidentiality.
 - 2) Any member(s) of the Board who for any reason steps down as a Board member, shall be replaced by the selection process outlined in Article III of the City of Yakima Employees' Welfare Benefit Program.

23.8 Right of Withdrawal:

The Union shall continue to have the right to withdraw from the City of Yakima Employees' Welfare Benefit Program by notifying the City in writing six (6) months in advance.

ARTICLE 24 - HEALTH HAZARD INOCULATIONS & CERTIFICATIONS

- 24.1 For employees who are exposed to health hazards by direct contact with raw sewage, industrial waste, human waste, or animal waste, the City will arrange and provide for inoculations or vaccines recommended by the Washington State Department of Health.
- 24.2 The City of Yakima will pay required fees for any license/certificate required by the City as a condition of continued employment, provided however, that reinstatement costs that are the employee's fault shall be paid by that employee.
- A) Employees may elect to renew their Commercial Drivers License (CDL) medical certification through their regular attending physician at their own expense or at the medical clinic authorized by the City at the City's expense.
- B) The employee will sign a waiver agreeing to hold the city harmless to liability if they purposely misrepresent or do not accurately disclose medical conditions to their physician during the CDL medical certification process. The employee and physician waivers are incorporated into this Agreement as Appendix A.

- 24.3 As part of the City's Wellness Program and the City's encouragement of good health practices, the City will reimburse the employee for the co-payments related to an annual preventive physical examination up to One Hundred Dollars (\$100.00) per employee.
- 24.4 Bargaining unit members may be reimbursed up to \$75.00 per year for work-appropriate footwear.

ARTICLE 25 - LIFE INSURANCE

- 25.1 The City shall provide life insurance for bargaining unit members with a face value of Seventy-Five Thousand Dollars (\$75,000) per member. The life insurance premium shall be paid in full by the City.
- 25.2 **Retiree Life Insurance:**
Upon retirement, retirees may elect to continue their participation in the life insurance coverage through a conversion policy. The conversion coverage policy requires that retired employees pay their own premium for said coverage.

ARTICLE 26 - HOLIDAYS

26.1 Annual Holidays:

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

26.2 Personal Holiday:

Permanent employees shall be entitled to eight (8) hours of personal holiday per calendar year. Employees who work a 4/10 schedule shall be entitled to ten (10) hours of personal holiday per calendar year. Both are 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 fourteen (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 the Transit Division from providing continued public service and does not interfere with the efficient operation of the Transit Division, 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.

26.3 General Holiday:

- 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) 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) Full-time employees whose regularly scheduled Friday and/or Saturday shifts are preempted due to no holiday service and/or reduced holiday service shall be compensated at pay code 10 for Friday and pay code 77 for Saturday.
- D) 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.
- E) Holiday hours will be offered by seniority as defined in Article 31 - Seniority, to permanent employees, prior to offering the open holiday work to temporary employees, and
- F) Time and one-half (1-1/2) 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 one and one-half (1-1/2) days being granted off within sixty (60) days. If not specified here the general holiday agreement applies.
- G) Employees working a 10/4 schedule shall earn ten (10) hours credit per holiday. All other provisions of this Article will continue to apply.

ARTICLE 27 - VACATION

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

27.1 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	7.34 hours per month (88 hours per year, 40 hours may be taken after 6 months)
After two (2) full years.....	8.67 hours per month (104 hours per year)
After five (5) full years	10.67 hours per month (128 hours per year)
After ten (10) full years.....	13.34 hours per month (160 hours per year)
After fifteen (15) full years	15.34 hours per month (184 hours per year)
After twenty (20) full years.....	19.34 hours per month (232 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 monthly.

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

27.3 Employees who become ill while on approved vacation may utilize sick leave for the period of illness subject to the provisions of Article 28 - Sick Leave, Section 28.3 and 28.4 and provided the employee immediately upon becoming ill notifies the Division Manager and, upon return to work, presents the Division Manager with a physician's certificate stating the nature of the illness and the length of the incapacity.

27.4 Vacation leave cannot be used during the month of accrual.

ARTICLE 28 - SICK LEAVE

28.1 **Accrual:**

Sick leave with pay is maintained 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 accumulate to a maximum of 1040 hours. Any sick leave that would otherwise accumulate over 1040 hours for a Union member will be credited to the AFSCME sick leave pool.

28.2 Use:

Sick leave cannot be used during the month of accrual.

28.3 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 by the employee and the employee's dependents enrolled in the City of Yakima Employees' Health Care Plan 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:

The sick leave buy back program for work related injuries is eliminated and time loss compensation will be paid in accordance with City of Yakima Administrative Policy PER 405 and in compliance with State of Washington Labor and Industries industrial insurance laws.

A member who is receiving industrial insurance benefits and whose authorized leave of absence for the injury exceeds 12-weeks covered by the federal Family and Medical Leave Act shall be required to pay only the employee's portion of the health insurance premium for an additional 12-week period. At the end of the second 12-week period and if the employee has not returned to work, the employee shall be required to pay for both the employee and the City's portions of the applicable health insurance premium.

E) To care for a child of the employee with a health condition that requires treatment, transportation, or supervision. "Child" as used herein means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent ("in loco parentis" as legally defined) who is (a) under 18 years of age or (b) 18 or older and incapable of self-care because of a mental or physical disability.

F) To care for a spouse, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an emergency condition. "Parent" as used herein includes an individual who stood in the place of a parent ("in loco parentis" as legally defined) to an employee when the employee was a child.

G) For bereavement leave as provided in Article 30 of this Agreement.

H) For 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, and/or supervision of the affected individual.

The term "Immediate Family" means:

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

D) 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).

* 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.

28.4 Requirements for All Paid Sick Leave:

A) Absence Reported:

Employees must report to the representative designated by their Division Manager the reason for their 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) Incidents Greater Than Three Days:

Employees must keep their Division Manager informed of their condition if their absence is of more than three (3) consecutive working days in duration.

C) Physician's Statement:

A statement by an employee's 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 Division Manager. If a physician's statement is to be requested by the Division Manager, the employee shall be so notified before his or her return to work.

D) Home Visits:

Employees may choose to permit home visits.

E) Medical Examinations:

Employees 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.

28.5 Enforcement of Sick Leave Provisions:

A) Failure to Comply:

Any failure to comply with the provisions of Article 28 - Sick Leave 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) Disciplinary Action:

Misrepresentation of any material fact 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) Oversight:

It shall be the responsibility of the Department Head or his/her designated representative to:

- 1) Review all sick leave or other paid leave taken in lieu of sick leave and approve that which 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) Unscheduled Sick Leave:

- 1) 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. Any sick leave incident in which the employee submits a statement from a health care provider verifying the illness or injury of themselves or a family member(s) shall be considered a scheduled absence.
- 2) 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.

28.6 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) Upon Retirement or Death:

Upon retirement or death the employee's accrued sick leave up to and including 840 hours will be exchanged for pay at the rate of 100% of the employee's current base pay. The maximum payment shall be \$16,500.

B) Upon Termination – Up to 719.99 Hours:

Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to and including 719.99 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. The maximum payment shall be \$7,500.

C) Upon Termination – 720 Hours or More:

Upon termination under honorable conditions, as distinct from retirement or death, employees who have accrued sick leave of 720 hours or more will be exchanged for pay at the rate of 50% of the employee's current base pay, up to a maximum of and including 840 hours. Honorable termination includes layoff for budget reasons, as well as resignation with at least fourteen (14) calendar days notice. The maximum payment shall be \$7,500.

D) Additional Vacation Days:

Employees who have accrued 720 hours or more 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 eight (8) 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. No request to exchange sick leave for vacation will be granted for less than thirty-two (32) hours of sick leave or eight (8) hours of pay.

E) Sick Leave Exchange Procedure:

Any permanent employee may exchange accrued sick leave as provided above, 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 exchange will be granted to an employee who has been terminated for cause.
- 4) In the event of layoff, exchange requests are the responsibility of the employee.

ARTICLE 29 - MATERNITY LEAVE

Pregnancy will be treated in accordance with the law.

ARTICLE 30 - BEREAVEMENT LEAVE

30.1 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. Employees shall discuss the duration of the leave with the Transit Manager or his/her designee at the onset of the leave.

A) The term "immediate family" means:

- 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.
- 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.

* 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.

ARTICLE 31 - SENIORITY

31.1 Transit Seniority Defined:

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

31.2 Transit Seniority Provisions:

- A) Transit Seniority shall begin on the actual date of hire in a permanent classified Transit status including the probationary period.
- B) Transit Seniority for on-call and seasonal positions shall only include the actual time accrued in a pay status.
- C) Transit Seniority shall continue from one (1) classified Transit position to another classified Transit 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 Transit 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 Transit Seniority.
- F) Any and all time on suspension due to a sustained disciplinary action shall be excluded from Transit Seniority.
- G) Employees who are separated from service due to a reduction in force shall retain the Transit Seniority they held upon separation, however, no additional Transit Seniority shall accrue during the period of separation should rehire occur.
- H) All Transit Seniority shall lapse and become void upon the expiration of the re-employment/recall period, resignation, termination for cause, or abandonment of position.

31.3 Seniority Application:

Transit Seniority shall be applied to all matters of work assignments. City of Yakima Civil Service Seniority shall be applied to all matters of reductions in force.

31.4 Seniority Records:

- A) The Operations Supervisor with the support of the Human Resources Division shall maintain a current record of individual Transit Seniority for each employee in the Transit Bargaining Unit.
- B) The individual Transit Seniority records shall be adjusted to reflect any periods of exclusion from seniority, with written notification to the negatively affected employees.
- C) The City shall compile from the individual records a single descending rank order list of employees from the greatest Transit Seniority to the least seniority. The list will be available to the Union upon request.
- D) The single list of Transit Seniority shall be updated prior to and posted with any and all sign-up bids and markdown bids.

E) Current copies of the Transit Seniority list shall be maintained by the Transit Division and the Human Resources Division. The City of Yakima Charter Civil Service Commission's Seniority list will be available from the Human Resource Manager upon request.

31.5 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 32 - CHANGE OF WORK STATUS

- 32.1 Transit seniority as defined in Article 31 shall govern the bidding for full or part-time status (for periods of quarterly sign-ups), run selection, shifts, and workweek selection by permanent full-time and permanent part-time Transit Operators. All permanent Transit Operators shall bid on all scheduled runs and/or shifts by seniority.
- 32.2 To facilitate payroll operations, Transit Operators will simultaneously bid for their full or part-time status at the same time as they bid their work schedules.
- 32.3 Work schedules bidding shall be completed within a total time period of eighteen (18) working days.

ARTICLE 33 - WORK WEEK PROVISIONS

Employees shall be scheduled to work regular hours for each work day and each work week in accordance with the provisions established below. The City will grant time off work for a minimum of five (5) Operators per weekday, excluding sick leave and operators who are physically unable to perform their work duties. Management shall determine the maximum number of employees off per day. Employees' schedules will conform to the provisions of this Article unless specifically modified by an Addendum to this contract.

If the current ratio of permanent full time to permanent part time changes due to significant modifications of service, this article may be renegotiated in accordance to Article 37.2 (Entire Agreement).

33.1 Meal and Rest Periods for Transit Operators:

- 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.

E) Due to the nature of work performed by bargaining unit employees, the Union and the City agree that employees shall not have any meal period(s) otherwise required by law.

33.2 Transit Dispatchers:

A) Regular Hours:

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

B) Work Day:

Employees will be scheduled to a work day 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) Uniforms:

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

33.3 Service Workers:

A) Regular Hours:

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

B) Work Day:

Employees will be scheduled to a work day 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).

33.4 Marketing and Program Administrator, Transit Project Planner, and Transit Office Assistant DA II:

A) Regular Hours:

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

B) Work Day:

Eight (8) or ten (10) consecutive hours with a one (1) hour lunch break 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.

33.5 Route Supervisor:

A) Regular Hours:

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

B) Work Day:

Eight (8) or ten (10) 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 or non-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.

33.6 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 work day.

B) Work Day:

Employees will be scheduled to a work day 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) Uniforms:

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

33.7 Permanent Part-Time Transit Operators:

A) Permanent Part-Time Scheduled Work:

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 they may not be considered to have a regularly scheduled work shift. In the event they have a regularly scheduled work shift, the following shall apply:

1) Scheduled Regular Hours:

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

2) 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.

3) Scheduled Work Week:

The work week shall start on Monday and end on Sunday; and shall consist of up to five (5) consecutive or non-consecutive work days. The scheduled work week shall be scheduled to meet the needs of the Transit Division. Whenever possible permanent part-time employees shall be assigned to a specific work schedule not requiring split days off in a calendar week.

B) Permanent Part Time Open Work:

1) Open Regular Hours:

The Employer shall establish each work assignment which shall provide for regular starting and quitting times for each work day. Open work will be offered daily by seniority.

2) Open Work Day:

Known Leave Assignment; Previous Day Before 2:00 p.m.:

I) FULL SHIFTS

- a) Permanent part-time employees may accept by seniority any full shift that is available.
- b) Once a permanent part-time operator accepts a full shift of either 8 or 10 hours no extra hours will be offered that day until all less senior operators have been offered a work assignment.

II) PIECES OF OPEN WORK

- a) A permanent part-time operator may by seniority accept to choose a shift piece(s) of available open work. Open pieces of work that do not conflict may be combined to exceed 10 hours each workday. A shift piece may be split only when needed to reach 40 hours for the week.
- b) No piece of work will be split that does not leave at least 2 hours available for another operator to work.

III) SCHEDULED ASSIGNMENTS LESS THAN 8 HOURS

A permanent part-time operator who has a regularly scheduled bid shift of less than 8 hours may accept extra work that does not conflict which may be combined to exceed 10 hours for that workday.

IV) EXTRA HOURS

When all available permanent part-time operators have been offered a work assignment and there is still open work, the most senior available operator will be offered extra hours that could cause them to work more than 10 hours in a workday.

- V) If an employee 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.

3) Same Day Work Assignment:

- I) Work becoming available after 2:00 p.m. the previous day and/or piece(s) remaining from previous night's assignments.
- II) Work is offered by following the same guidelines outlined in (2) above to the 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.

4) 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.

C) Call To Report:

When called to fill open work the following shall apply:

- 1) Accepted work report time is one (1) hour from acceptance, and regular report rules apply.
- 2) Arrival within the first one-half (1/2) hour after the shift starts will be paid from the start of the shift.

- 3) 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.
- 4) All Permanent Part-time Operators must submit a leave request for the day(s) they wish to be not available (N/A). Standard leave request procedures will be followed.

D) Working over 40 Hours:

A permanent part-time operator may be assigned a full shift or complete shift piece that causes their accumulative weekly total to exceed 40 hours for the week. Such assignment shall not exceed 0.75 hours of overtime. Such assignment will be offered only if no other combination of shifts are available to be worked that would give exactly 40 hours for the week.

E) Uniforms:

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

33.8 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.

33.9 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.

33.10 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) work days notice prior to the effective date of the new schedule. The five (5) work day 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.

33.11 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.

33.12 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 34 - PERMANENT PART-TIME EMPLOYEES

34.1 Telephone:

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.

34.2 Vacation, Sick Leave, and Holidays:

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 35 - TRADING WORK

Employees may trade work with other employees in their same classification, within the same work week (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 1:00 p.m. on the day prior to the earliest affected shift.

ARTICLE 36 - "ROADEO"

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

ARTICLE 37 - ENTIRE AGREEMENT

- 37.1 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, provided however that this Agreement shall be subject to such periodic modifications as may be voluntarily agreed upon in writing by the parties during the term hereof. 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 or executed in writing.
- 37.2 The City and the Union acknowledge that each party has had ample opportunity to submit proposals with respect to any subject or matter regarding wages, hours, and working conditions not removed from the collective bargaining process by law 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 38 - SAVINGS CLAUSE

38.1 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 and 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.

38.2 Effects of Charter Civil Service Rule Changes:

It is understood that, should modification of the Charter Civil Service Rules and Regulations take place during the contract period, the parties agree the CBA will be reopened, if requested by either party, to address each modification.

ARTICLE 39 - TERMINATION

This Agreement shall be deemed effective from and after the 1st day of January, 2010 and shall terminate on December 31, 2012; 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.

Appendix A

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City of Yakima Uniformed Transit Operator Commercial Driver License Medical Examination Declaration

MEDICAL EXAMINER DECLARATION

The City of Yakima provides paid medical examination services to all employees who are required to have a Commercial Drivers License endorsement as an essential function of their job. Your patient has selected to have you, their regular physician, complete this examination, at their own expense.

I am a licensed physician in _____ and conducted an examination of _____, a patient known to me, in order to determine their physical qualification for operating a commercial vehicle in accordance with the requirements of 49 CFR 391.41 -49.

By signing below, I declare that I am familiar with the requirements and guidelines developed by the Federal Motor Carrier Safety Regulations in making my determination of qualification, as well as the driver's responsibilities and work environment outlined in the introductory comments under "The Driver's Role" to 49 CFR 391.41.

I further declare that I have read and understand the "Instructions to the Medical Examiner" section of 49 CFR 391.41 including both the General Information and Interpretation of Medical Standards paragraphs.

Signature of Physician

Date: _____

Printed name of Physician

Appendix A

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City of Yakima
Uniformed Transit Operator Commercial Driver License Medical Examination Liability Waiver

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

I am a Uniformed Transit Operator for the City of Yakima who must maintain a valid Commercial Driver's License (CDL) in order to operate any commercial motor vehicle. I understand that I must be physically qualified to do so in accordance with the Physical Qualifications for Drivers standards as set forth in 49 CFR 391.31, and must obtain a medical examiner's certificate initially and for subsequent license renewals. The City of Yakima provides paid medical examination services for this purpose. As an alternative to the City provided examination, I am electing to utilize my regular physician for the screening and certificate at my own expense.

I acknowledge my obligation to fully represent all medical information to my evaluating physician, and to accurately disclose any medical information or condition to the physician, requested or not, to the best of my ability.

I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF YAKIMA, AND ITS ELECTED OR APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY CLAIM, DAMAGE, COST OR LIABILITY RESULTING FROM, OR RELATED TO; ANY INTENTIONAL MISPRESENTATION OR ANY FAILURE TO ACCURATELY DISCLOSE WHAT I KNOW TO BE RELEVANT MEDICAL INFORMATION TO MY EXAMINING PHYSICIAN.

I agree to all of these terms on behalf of myself, my child (if applicable), my spouse (if applicable), my family, my heirs, my executors and personal representatives of my estate, and this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement is binding on them.

I have read and understand the information in this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement.

Signature of Operator

Date: _____

Printed name of Operator

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF YAKIMA AND AFSCME TRANSIT LOCAL 1122**

THIS ADDENDUM to the 2010 - 2012 Collective Bargaining Agreement is made and entered into by and between Council 2, Washington State Council of County and City Employees (WSCCCE) representing Local 1122 American Federation of State County and Municipal Employees ("AFSCME"), hereinafter the "Union" and the City of Yakima, a Washington municipal corporation, hereinafter the "City" and was approved by the Yakima City Council January 17, 2012 by Resolution R-2012-15.

WHEREAS, the City and the Union executed a collective bargaining agreement effective January 1, 2010 that expires December 31, 2012.

WHEREAS, pursuant to the collective bargaining agreement and state law, the City and the Union engaged in negotiations on the matter of wages and medical plan premiums.

WHEREAS, the parties have reached an agreement on wages and benefits for 2012.

NOW, THEREFORE, it is agreed by and between the City and the Union as follows;

Effective January 1, 2012:

- \$100,000 Life Insurance (City paid)
- 6% shift differential – All shifts
- \$4.00 per hour Standby pay
- Transit Dispatchers position reallocated to pay code 665 from 660

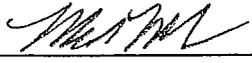
Additionally, for 2012 only:

- \$1,500 "In-Lieu Settlement" for 2011 paid to each member; and
- A Memorandum of Understanding (MOU) was executed and signed January 9, 2012 reflecting a \$193.00 per month wage adjustment for members who have dependent coverage effective January 1, 2012 through December 31, 2012.

The terms of this agreement shall be incorporated into the next collective bargaining agreement for 2013, should such an agreement be reached.

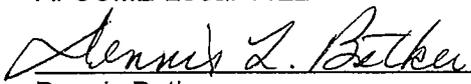
THIS ADDENDUM is executed by the parties this 9th day of January, 2012.

CITY OF YAKIMA

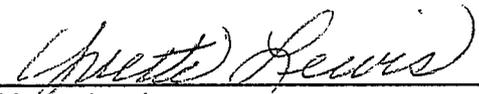


Michael A. Morales
Interim City Manager

AFSCME Local 1122



Dennis Betker
President, ~~Local 1122~~



Yvette Lewis
Staff Representative

ATTEST:



Dawn Clark
City Clerk



City Contract No. 2012-11
Resolution No. R-2012-15

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Date: _____

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I agree to all of these terms on behalf of myself, my child (if applicable), my spouse (if applicable), my family, my heirs, my executors and personal representatives of my estate, and this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement is binding on them.

I have read and understand the information in this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement.

Signature of Operator

Date: _____

Printed name of Operator