

RESOLUTION NO. R-2019-114

A RESOLUTION authorizing a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 1122 representing the Transit Employee Bargaining unit for January 1, 2020 - December 31, 2023

WHEREAS, pursuant to Washington State law, the City and AFSCME Local 1122 have engaged in negotiations resulting in the attached collective bargaining agreement for the Transit Employee Unit for January 1, 2020 - December 31, 2023, and

WHEREAS, the AFSCME Local 1122 and City of Yakima negotiated in good faith to reach the proposed collective bargaining agreement; and

WHEREAS, the bargaining unit has voted on and approved the attached proposed collective bargaining agreement for January 1, 2020 - December 31, 2023, and

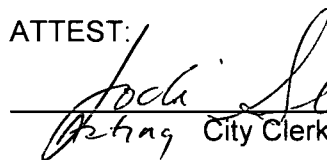
WHEREAS, the City Council has determined that it is in the best interest of the City of Yakima to agree to the terms and conditions of the attached collective bargaining agreement for January 1, 2020 - December 31, 2023, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

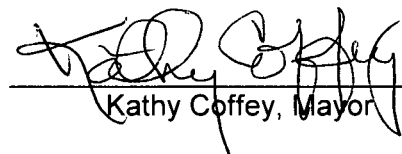
The City Manager of the City of Yakima is hereby authorized and directed to execute the attached and incorporated collective bargaining agreement between the City of Yakima and AFSCME Local 1122 representing the Transit Employee Bargaining unit for January 1, 2020 - December 31, 2023. The City Manager is also hereby authorized to and, without a further resolution, execute amendments to the collective bargaining agreement which may be necessary or appropriate to clarify its terms and conditions, maintain compliance the law, and/or make other minor adjustments

ADOPTED BY THE CITY COUNCIL this 3rd day of December 2019

ATTEST:


Jodi Stephens
City Clerk




Kathy Coffey, Mayor

2020 – 2023

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, 2020 through December 31, 2023

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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 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, wellbeing 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 Regular and Extra board Transit Operators, Transit Dispatchers, Transit Service Workers, the Transit Project Planner, the Transit Route Supervisor, Transit Operation Specialist, the Transit Office Assistant, Transit DA II, Transit Vehicle Cleaner, 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) days nor less than sixty (60) days prior to the expiration date of this agreement.

ARTICLE 2 - UNION MEMBERSHIP

2.1 Union Membership:

- 2 1** Transit employees listed above may become or remain a member of the Union. The Union will be given a minimum of thirty (30) minutes to provide Union education to

new employees within their first month of employment. Attendance by employee is optional. The education is designed to give the employee a more complete explanation of all of the benefits of Union membership.

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 itemized statement shall include: Name, address, job classification, department, hours worked, monthly gross wage and amount of dues.

The City agrees to honor the conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union until such time the Union notifies the Employer that the dues authorization has been properly terminated.

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 Resources 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 (current or as amended by Council) 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 - Special Assignment Pay

Section 2 20 100 - Classification Plan

Section 2 24 010 - Longevity Plan- Eligibility- Restrictions, Subsections A, C, D

Section 2 40 020 - Vacation Leave, Subsection A and Subsections C

Section 2 40 030 - Sick Leave, Sections A, B, C, D, E

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

Section 2 40 110 - Sick Leave Transfer

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.

All time used for Union duties/business that occurs during work time must be recorded and approved in the City's time and attendance program via leave request with appropriate coding.

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 a memorandum), notification shall also be submitted to the Union Staff Representative and/or Union President. 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. 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, work locations 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 herein above, 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.
- 10.4 **Agenda:**
In order to maintain flexibility and productivity, the agenda for each Labor- Management Meeting may be discussed and mutually agreed upon by the Labor-Management Committee during the prior meeting. Otherwise, it is understood that the Labor-Management Committee will meet to address Transit policy and procedure. Labor-Management meetings will also provide opportunity to discuss route related issues and concerns.

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 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 in accordance with Charter Civil Service Rules.

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, slowdown 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 the 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.

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 - Business Leave 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 by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the employer to comply with the timelines will entitle the Union to move the grievance to the next step of the process.

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 fifteen (15) calendar 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 thirty (30) calendar 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 thirty (30) calendar 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 thirty (30) calendar 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 thirty (30) calendar days after receipt of the Department Head's decision.

The City Manager or his designee shall make such investigation and shall, within thirty (30) calendar 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 thirty (30) calendar 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) calendar 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 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) calendar 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 a reasonable time 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 - 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 16 - SALARIES AND DEFERRED COMPENSATION

16.1 Wages:

- 1/1/2020 2.25% of base pay increase
- 1/1/2021 2.25% of base pay increase
- 1/1/2022 2.25 % of base pay increase
- 1/1/2023 2.25% of base pay increase

Catch-Up Provision for Transit Operators & Dispatchers Only

- 1/1/2020 1.5% of base pay increase
- 1/1/2021 1.25% of base pay increase
- 1/1/2022 1.0% of base pay increase
- 1/1/2023 1.0% of base pay increase

16.2 Direct Deposit:

The parties recognize that Direct Deposit is the most effective way of banking. All employees shall be able to participate in direct deposit at their own financial institution that offers this service.

16.3 Deferred Compensation:

Each bargaining unit member shall be paid, in accordance 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 2.20.11.0.

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 17 - LONGEVITY

17.1 Longevity:

Longevity Compensation shall be in accordance with Yakima Municipal Code Section 2 24 010A as may be subsequently amended

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

Longevity Compensation

<u>Years of Service</u>	<u>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 and less than 360 months	8 0%
At least 360 months or more	10 0%

- B)** Accruals shall be prorated per month on actual hours in pay status for extra board employees

ARTICLE 18 - SHIFT DIFFERENTIAL

18.1 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 six percent (6%) per hour over base pay will be paid for all hours worked within the stipulated period to the nearest one-half (1/2) hour

18.2 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)

18.3 Extra Board transit operator:

Extra Board transit 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 to eight and one-half (8 0 – 8 5) or ten to ten and one-half (10 0 to 10 25) 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 19- OVERTIME AND CALL OUT

- 19.1** 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. However, compensatory time off at the time and one-half rate (1-1/2) 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

- 19.2** Compensatory time off may be accrued to a maximum of sixty (60) hours. Compensatory time must be taken prior to the use of accrued vacation leave until the compensatory time balance is forty (40) hours or less

The City Manager has the authority to authorize additional accrual because of an emergency or other unusual circumstance

- 19.3** Employees may accept any shift(s), and or shift piece(s) of available overtime by seniority. No shift shall be split more than once unless circumstances require for uninterrupted service
- 19.4** Time spent by an employee beyond the normal working day for job-related training classes, business and/or safety meetings approved by the Division Manager shall be considered time worked for calculation of overtime pay/compensatory time. The employee must

attend the training class or safety meeting in its entirety in order to be compensated for attending

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

19.6 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

19.7 Mandatory Overtime:

When Yakima Transit does not have the necessary number of Operators to efficiently operate the transit system, Yakima Transit management may assign mandatory overtime. Mandatory overtime will be assigned from the least senior Operator to the most senior Operator.

19.8 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 ensure the employee obtains a meal at the Employer's expense

19.9 Call Out Pay:

Regular Operators

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 and has already clocked out on timekeeping system or, is called to return to work after leaving the work site or
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 (1-1/2)

19.10 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.

19.11 Extra board transit operator Overtime:

An Extra board transit operator will be eligible to receive overtime payments in accordance with Article 20 – Overtime & Call Out if they work more than forty (40) hours in any work 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, including job-related training classes, business and/or safety meetings approved by the Division Manager. The employee must attend the training class or safety meeting in its entirety.

ARTICLE 20 - STANDBY PAY

- 20.1** The determination of the need for an assignment of standby time is a responsibility of Management. Standby assignments are considered open work and will be bid and/or assigned by seniority.
- 20.2** Compensation for assigned standby time will be four dollars (\$4.00) per hour.
- 20.3** 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 21 - BILINGUAL PAY

Bilingual/Biliterate compensation is subject to prior written approval of the employees' respective Department Head and subject to achieving a passing score on the bilingual and/or biliterate skills examination conducted under the Charter Civil Service Rules and Regulations and administered by the Civil Service Chief Examiner or designee. Once certified and compensated for the bilingual and/or biliterate special pay, the employee can only stop providing the service if the Department Head determines the skill is no longer needed.

- A. Employees who have Spanish/English bilingual capacity shall receive 3% of their base pay per month for their work in that capacity.
- B. Employees who have Spanish/English biliterate capacity shall receive 2% of their base pay per month for their work in that capacity.
- C.

Employees who have capacity for American Sign Language (ASL) and have achieved a passing score on a skills examination administered by the Civil Service Chief Examiner or designee shall receive 3% of their base pay per month for their work in that capacity.

ARTICLE 22 - HEALTH CARE

22.1 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.

22.2 Employee Only Medical/Vision Coverage:

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

22.3 Dependent Medical/Vision Coverage:

For employees who enroll one or more dependents in the healthcare plans, the monthly dependent unit premium costs shall be borne as follows:

1. Fifty percent (50%) shall be paid by the participating employee
2. Fifty percent (50%) shall be paid by the City

Any increase or decrease in the total premium cost shall be shared between the employer and employee on a fifty-fifty percent (50/50%) basis for all benefit categories except employee only, which will remain fully covered by the employer.

22.4 Dental Insurance Coverage:

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

22.5 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

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 Union will select voting and non-voting 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.

22.8 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 23 - HEALTH HAZARDS
INOCULATIONS & CERTIFICATIONS**

- 23.1** 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.

23.2 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 Driver's 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.

23.4 Bargaining unit members may be reimbursed up to \$100.00 per year for work-appropriate footwear purchased through an approved vendor

ARTICLE 24 - LIFE INSURANCE

24.1 The City shall provide life insurance for bargaining unit members with a face value of One Hundred Thousand Dollars (\$100,000) per member. The life insurance premium shall be paid in full by the City

- The amount of Life and Accidental Death and Dismemberment Insurance reduces to sixty-five percent (65%) when you reach age 65, to fifty percent (50%) when you reach age 70 and to thirty-five percent (35%) when you reach age 75

ARTICLE 25 - HOLIDAYS

25.1 Annual Holidays:

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

25.2 Personal Holiday:

Permanent employees shall be entitled to sixteen (16) hours of personal holiday per calendar year. Employees who work a 4/10 schedule shall be entitled to twenty (20) hours of personal holiday per calendar year. Both are subject to the following conditions. Personal holiday shall be limited to sixteen (16) hours for employees who work more than eight (8) hours but less than a ten (10) hour shift, 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
- F)** Personal holiday must be used in its entirety in one single use and may not be broken into less than an eight (8) or ten (10) hour complete shift.

25.3 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 pre-empted 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, equivalent hours off will be granted and added to the employee's in-lieu account.

- 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. Hours of holiday compensatory time earned for every hour worked, if, provided that on the day of the holiday the employee's compensatory time does not exceed sixty (60) hours, then all hours of holiday compensatory time may be earned as compensatory time. If the employee's compensatory time account exceeds sixty (60) hours, the holiday hours worked must be taken as overtime pay. If not specified here the general holiday agreement applies.
- G) Employees working a 4 day/10 hour schedule shall earn ten (10) hours credit per holiday. All other provisions of this Article will continue to apply.

ARTICLE 26 - 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	7 3/4 hours per month (88 hours per year; 40 hours may be taken after 6 months)
After two (2) full years	8 6/7 hours per month (104 hours per year)
After five (5) full years	10 6/7 hours per month (128 hours per year)
After ten (10) full years	13 3/4 hours per month (160 hours per year)
After fifteen (15) full years	15 3/4 hours per month (184 hours per year)
After twenty (20) full years	19 3/4 hours per month (232 hours per year)

Vacation accruals for Extra Board employees will be prorated based on the difference between the total numbers 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.

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 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

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

A) A minimum of one point seven five (1 75) hours of vacation time must be requested.

26.5 Vacation Sell-Back Program:

Employer implemented vacation sell-back program where one time per calendar year, an employee is eligible to sell back to the City up to one-third (1/3) of their accrued vacation leave within a twelve (12) month period (based on a calendar year) as per the City of Yakima Municipal Code 2 40 120.

EXAMPLE:

A ten year employee accrues 13 67 hours per month at 165 hours per year 165 hours of vacation leave at 1/3 (.333) would equal 55 hours of vacation time payable to the employee at their current hourly rate

ARTICLE 27 - SICK LEAVE

27.1 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 Extra Board employees

B) Unused sick leave shall accumulate to a maximum of 1040 hours

27.2 Use:

Sick leave cannot be used during the month of accrual

27.3 Permissible Use of Sick Leave:

Sick leave may be used in accordance with ADM 1-1250; the Family and Medical Leave Act of 1993; ADM 1-900 and ADM 4-400.

27.4 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 one (1) hour before 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. 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.

27.5 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.

27.6 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 \$20,000.

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 28 - BEREAVEMENT LEAVE

28.1 Employees shall be granted up to and including three (3) days Bereavement Leave for each 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) For the intent of this CBA, the "Immediate Family" includes spouse, child (includes biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status) or grandchild (includes step, adopted or natural), parent (includes biological adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a registered domestic partner; grandparent, sibling (includes step, adopted or natural), or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin.
- B) The term immediate family does not include persons sharing the same general household when the living style is primarily that of a dormitory or commune.

- C) 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 29 - SENIORITY

29.1 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 and days

29.2 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 reemployment/recall period, resignation, termination for cause, or abandonment of position

29.3 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.

29.4 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.

29.5 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 30 -CHANGE OF WORK STATUS

- 30.1** Transit seniority as defined in Article 31 - Seniority shall govern the bidding for full-time and Extra Board transit operator's status of quarterly sign ups, run selection, shifts, and workweek selection by full time and extra board transit operators All permanent Transit Operators shall bid on all scheduled runs and/or shifts by seniority
- 30.2** To facilitate payroll operations, full time and Extra Board transit operators will simultaneously bid for their Extra Board status at the same time as they bid their work schedules
- 30.3** Work schedule bidding shall be completed within a total time period of eighteen (18) working days

ARTICLE 31 -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 however, operators must enter their leave requests five (5) days in advance. 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 Extra board transit operators changes due to significant modifications of service, this article may be renegotiated in accordance to Article 37.2 (Entire Agreement)

31.1 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 0) hour or more shifts shall include a total of thirty (30) minutes of non-service rest period compensation
- C) Straight shifts shall be considered as split shifts when filled by more than one (1) employee and Section D below shall apply
- D) All split, eight hour (8 0) hour or more shifts shall include fifteen (15) minutes of non-service rest period compensation within each shift pieces. One (1) fifteen (15) minute rest compensation period shall be before and one (1) rest compensation period shall be after the shift split granted for each three and three-quarter (3 75) hours of paid time
- E) 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.
- F) 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

31.2 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 0) 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

31.3 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 with a one-half (1/2) hour unpaid meal period 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)

31.4 Vehicle Cleaners:

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 six (6) or more hours with a one-half (1/2) hour unpaid meal period 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 vehicle cleaners with clean uniforms

E) Foul Weather Gear:

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

31.5 Community Transportation Coordinator, Transit Project Planner, Transit Operations Specialist 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 minimum of a one-half (1/2) hour unpaid meal 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

31.6 Transit Maintenance Crew Leader:

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 with a minimum of one-half (1/2) hour unpaid meal 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 Crew Leader(s) with clean uniforms

E) Foul Weather Gear:

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

31.7 Regular 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 (8 0 to 8 5) or (10 0 to 10 25) hours in a 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 (8 0 to 8 5) hour days, with two (2) days off or four (4) consecutive or non-consecutive (10 0 to 10 25) hour days with three (3) days off

D) Uniforms:

The Employer shall provide uniforms for each regular Transit Operator commensurate with current Transit Division standard issue

31.8 Extra Board Transit Operators:

A) Extra Board transit operators Scheduled Work:

It is recognized and expected that an Extra Board transit operator may be assigned work to fill in while regular transit operators 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 time for each work day

2. Scheduled Work Day:

Extra Board transit operator runs shall consist of a work day of (10 25) 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, Extra Board transit operators shall be assigned to a specific work schedule not requiring split days off in a calendar week

B) Extra Board Transit Operators 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. It is agreed, however, that an Extra Board Operator waves his/her daily bidding seniority for circumstances as stated in section V below.

2. Open Work Day:

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

I. Full Shifts:

- (a)** Extra Board transit operator may accept by seniority any full shift that is available. Refusal or "not able to contact" may initiate the provisions agreed to in section V below.
- (b)** Once an Extra Board transit operator accepts a full shift of eight (8.0) or more 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)** An Extra Board transit operator may by seniority (except when section V applies) 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 two (2) hours available for another operator to work.
- (c)** In case of a piece of work getting assigned to two (2) operators in error, the regular operator will take the run and the extra board operator will have one of the two below listed options:
 - Assigned other work to perform equal to the original hours for said day; or,
 - Perform a two (2) hour assignment and will have the first choice of any other work that becomes available during said day.

III. Scheduled Assignments Less Than 8.0 Hours:

An Extra Board transit operator who has a regularly scheduled bid shift of less than 8.0 hours, may accept extra work that does not conflict which may be combined not to exceed ten and one-quarter (10 25) hours for that workday

IV. Extra Hours:

When all available Extra Board transit 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 25 hours in a workday

- V.** If an employee is unable to be contacted by Dispatch (and could have had an assignment) or decides to pass up a full shift, or a shift piece, they agree to waive seniority bidding opportunities and will rotate to the least senior bidding position for five (5) calendar days beginning the next day after the refusal day. The rotation to the least senior bidding position does not apply to those who have been in a pay status (Sick Leave, Vacation Leave, Holiday Leave) for 38 hours during the work week. This temporary waiver of seniority rights shall not mitigate away from other seniority rights as stated in Article 31 of this agreement.

3. Same Day Work Assignment:

- I.** Work becoming available after 2:00 p.m. the previous day and/or piece(s) remaining from the 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 an Extra Board transit 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 Extra Board operators must submit a leave request for the day(s) they wish not to be available (N/A) weekly, at a maximum of two (2) days per week. N/A's cannot be scheduled prior to two (2) weeks of the proposed N/A date. Standard leave request procedures will be followed

D) Working over 40 Hours:

An Extra Board transit 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 three-quarters (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 Extra Board transit operator commensurate with current Transit Division standard issue.

31.9 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.

31.10 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 point-two-five (10.25) hours.

31.11 Work Schedule Changes:

Any overall, long term change in work schedules will be discussed between the Employer and the Union Staff Representative and/or Union President 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

33.9 Emergency Situations:

The Employer shall determine when an emergency situation exists. In the case of emergencies, management shall 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. Emergency fill-in assignments may not be assigned per seniority. During an emergency situation, management shall assign work in a manner that most effectively addresses the emergency situation.

33.10 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.

33.14 Immediate Replacement For On Duty Employees:

In the event that a Transit Operator, Dispatcher, or other Transit personnel is to be relieved their assigned shift due to a sudden and unexpected leave of absence, transit management may assign the remainder of that employee's daily shift to a qualified Transit employee, regardless of seniority. The exception for assigning a shift by seniority only applies to a shift in which the employee has reported to work, but must be immediately replaced. The exception to bypass seniority does not apply to situations in which an employee cannot report to work before their shift begins.

ARTICLE 32 - EXTRA BOARD TRANSIT OPERATOR

32.1 Telephone:

Extra Board transit operators may, as a condition of their employment, be required to have a phone in their possession so that they may be notified if they are needed to work on a particular day.

32.2 Vacation, Sick Leave, and Holidays:

Extra Board transit operator 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, Extra Board transit operator 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 33 - 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. Trading work will be limited to one (1) time per month per requesting driver and a maximum of six (6) trades per year per employee total, whether they are the requesting driver or the driver accepting the trade. Once the trade is approved that now becomes each employee's new workday for scheduling purposes. 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 34 - "ROADEO"

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

ARTICLE 35- ENTIRE AGREEMENT

- 35.1** 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.
- 35.2** 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 36 - SAVINGS CLAUSE

36.1 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.

36.2 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 37 - TERMINATION

This Agreement shall be deemed effective from and after the 1st day of January, 2020 and shall terminate on December 31, 2023, 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 38 – EXECUTION

EXECUTED THIS 4th DAY OF DECEMBER, 2019

FOR THE UNION

Eddie Allan

Eddie Allen, Staff Representative
WSCCCE Council 2

Dusty Morford

Dusty Morford
Local 1122 President

Joyce Selting

Joyce Selting, Local 1122
Bargaining Team Member

Martha Torrico

Martha Torrico, Local 1122
Bargaining Team Member

Scott Schwehm

Scott Schwehm, Local 1122
Bargaining Team Member

FOR THE CITY OF YAKIMA

Alexander Meyerhoff

Alexander Meyerhoff
Interim City Manager

Connie Mendoza

Connie Mendoza
Director of Human Resources



ATTEST

Sonya Claar Tee
Sonya Claar Tee
City Clerk (Acting)

CITY CONTRACT NO: 2019-181
RESOLUTION NO: R-2019-114

Appendix A
Page 1 of 2

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 Driver's 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

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 (COL) 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.

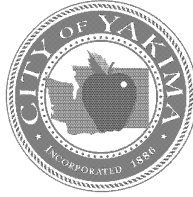
I agree to all of these terms on behalf of myself, my child (if applicable), my spouse (if applicable), my family, my heirs, my executors and personal representatives of my estate, and this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement is binding on them.

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



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 6.B.
For Meeting of: December 3, 2019

ITEM TITLE: Resolution authorizing a collective bargaining agreement with AFSCME Transit for January 1 2020 - December 31, 2023

SUBMITTED BY: Connie Mendoza, Director of Human Resources

SUMMARY EXPLANATION:

The City and AFSCME Transit Local 1122 representatives negotiated in good faith, a contract setting forth the wages, hours, and other terms and conditions of employment for the next four years (2020-2023). To that end, both parties recommend the City Council review and approve the attached CBA proposal. The AFSCME Transit group has voted and ratified this proposed agreement.

Highlights of the proposed CBA include:

- Wage adjustment of 2.25% for 2020, 2021, 2022 & 2023. During the negotiation process, it was recognized that the AFSCME Transit group's Driver's and Dispatchers wages were below market comparables making it difficult to recruit and retain employees. To help bridge this gap, drivers and dispatchers will receive a catch-up provision of: 2020: 1.5%, 2021: 1.25%, 2022: 1.0%, and 2023: 1.0%. Increased efficiencies have successfully grown the Transit Fund Operating Reserves to healthy levels that can be sustained through the corresponding budget years.
- Bilingual/Biliterate stipends were updated to be consistent with other collective bargaining agreements. The English/Spanish bilingual stipend is 3% of base pay and an additional 2% of base pay is added for English/Spanish biliterate capacity.

ITEM BUDGETED: Yes


STRATEGIC PRIORITY: Public Trust and Accountability

APPROVED FOR SUBMITTAL BY THE CITY MANAGER

RECOMMENDATION:

Adopt Resolution

ATTACHMENTS:

Description		Upload Date	Type
	Resolution	11/21/2019	Cover Memo
	2020-2023 AFSCME Transit CBA	11/21/2019	Cover Memo