

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF NORTH BONNEVILLE, WA

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And

AMALGAMATED TRANSIT UNION,  
LOCAL 757

3-2-2011

3-2-11

May 1, 2010 - June 30, 2012

# Collective Bargaining Agreement

by and between

City of North Bonneville, Washington

And

Amalgamated Transit Union, Local 757

## ARTICLE 1

### PARTIES AND PURPOSE

**1.1 Parties.** This Agreement is between the Amalgamated Transit Union, Local 757 (hereafter referred to as "Union"), and City of North Bonneville, Washington (hereafter referred to as "Employer").

**1.2 Purpose.** The purpose of this Agreement is to establish hours of work, rates of pay, benefits, working conditions, and other terms and conditions of employment under which employees covered by this Agreement will be employed during its term.

## ARTICLE 2

### UNION RECOGNITION AND REPRESENTATION

**2.1 Union Recognition.** Employer recognizes the Union as the exclusive collective bargaining representative for Employer's employees in the classifications listed in **Schedule A**, and any new regular part-time or full-time positions created by the Employer.

**2.2 Bargaining Unit Exclusions.** The following categories of employees are excluded from the bargaining unit and will not be subject to any of the terms and conditions of this Agreement: any students, summer, seasonal help and/or temporary employees (for example, hired to replace disabled or otherwise absent regular employees or to meet special needs). The parties further agree to meet and discuss the inclusion or exclusion of any Office Manager or City Manager position which may be created in the future.

## ARTICLE 3

### UNION RECOGNITION AND DUES

**3.1 Dues.** All employees of the Employer as defined in Article 2 of this Agreement who are or become members of the Union on or after the effective date of this Agreement shall, as a condition of continued employment, maintain their membership in good standing in the Union during the term of this Agreement.

A. Membership. Those employees of the Employer who are not or have not become members of the Union on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment and to maintain their membership in good standing in the Union during the term of this Agreement.

Those employees of the Employer who are hired on or after the effective date of this Agreement shall be required to join the Union (or comply with Section B below) as a condition of employment within thirty (30) days.

B. In Lieu of Membership. In lieu of membership, an employee may elect to pay each month a service charge to the Union as a contribution toward the administration of this Agreement, provided that objections to joining the Union which are based on religious tenets or teachings of a church or religious body of which such member is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative for which such employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Washington PERC shall designate the charitable organization. It will be the responsibility of the Union to provide all disclosures required by law concerning service fees.

C. Failure to Maintain Membership. In the event an employee member of the Union fails to maintain his/her membership in the Union in good standing by regular payment of dues and assessments, the Union will notify the Employer in writing of such employee's delinquency. The Employer agrees to terminate such delinquent Union member from employment after fifteen (15) workdays from receipt of the Union notice of delinquency, sent to the Employer and employee, unless the Union notifies the Employer that said delinquent member is a member in good standing prior to the expiration of the fifteen (15) workday waiting period.

D. Dues Deductions. The Union agrees to provide the Employer with Union dues, assessments, and (voluntary) COPE contribution deduction authorization forms for each employee who desires to pay his/her deductions through payroll deduction (a sample is attached hereto as Appendix B). Such forms must be signed by the employee. The Employer will deduct such deductions from the wages of those employees and forward them to the Union office each month, provided that the Union has supplied the Employer a schedule of changes in any deductions by the fifth (5th) day of the month for which such check-offs are effective.

E. Notification. The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment.

F. Hold Harmless. The Union shall indemnify and hold harmless the Employer from any and all liability, loss or damage the Employer may suffer as a result of claims, demands, costs, attorney fees, and judgments which may arise by reason of action taken by the Employer under this Article.

## ARTICLE 4 UNION REPRESENTATIVES' RIGHTS

**4.1 Union Leave.** The Employer agrees that the officers of the Union will be granted reasonable leaves of absence for "Union business" as authorized by the Union when so requested, provided that the Employer can reasonably accommodate the absence.

"Union business" is further defined to mean employment directly and solely by the Union or the International Union of which it is a division. The Employer and Union further agree that the Employer's limited manpower and varying skill sets may make it difficult to grant such leaves and/or to grant such leaves to more than one employee at a time or for any significant period of time. It is further agreed that any member of the Union who is granted approved leave after appointment or election to any office in the Union that constitutes full-time employment by the Union and requires his absence from the Employer's employ, upon his retirement from such office will be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights if the employee continues to meet all qualifications of the job. Union further agrees that in the event of such full-time employment the Employer may provide coverage through the use of contractors or by other means.

**4.2 Bulletin Board.** The Employer will provide a bulletin board to be used exclusively for the posting of official Union notices. The Union may provide a locked bulletin board which the Employer will install in a location in an employee work area mutually agreed upon. All notices must bear the signature of the Union representative, steward or alternate responsible for the posting. The Union will keep the bulletin boards neat and orderly and agrees that since visitors may view the bulletin board periodically, all communications should be in good taste and that material that might reasonably be deemed derogatory, defamatory, inflammatory, or that violates the Employer's policy against all forms of unlawful discrimination or harassment will not be posted.

**4.3 Union Business During Working Hours.** Employees may not engage in Union activities or business during working hours (which will not include rest periods and meal periods).

## ARTICLE 5

## CHANGES TO CITY POLICIES AND RULES

**5.1** The Employer may establish, change and/or withdraw work and safety policies and rules. The Employer will provide the Union with copies of such policies and rules (and any changes) at least fifteen (15) calendar days prior to implementation (unless earlier implementation is mandated by federal, state or local legislation or regulations). Upon written request from the Union within ten (10) calendar days after receiving such copies, the Employer and Union shall discuss (by telephone or in a meeting) the policies and/or rules. After the discussion, the Employer may communicate the new policies, rules and/or changes to the bargaining unit, and the Union may file a grievance if it believes any such policies, rules or changes are inconsistent with any specific provision of this Agreement, but any such grievance must be filed within ten (10) calendar days after its effective date.

## ARTICLE 6

### MANAGEMENT RIGHTS

**6.1 Examples.** Except as expressly limited by specific provisions of this Agreement, the Employer shall in all respects have the right to manage its operations, affairs and work force, maintain the efficiency of operations; determine the methods, means and employees by which work is to be carried out; and to take such action as may be necessary to carry out services in extraordinary circumstances or emergencies without regard to other provisions of this Agreement; and to determine the need for any reduction or increase in the work force or in their hours of work.

**6.2 Use of Excluded Employees.** Nothing in this Agreement will prohibit persons excluded from the bargaining unit or volunteers from doing bargaining unit work, provided that it does not cause the layoff or any reduction in pay or benefit of any bargaining unit employee, nor will any such persons become subject to the terms and conditions of this Agreement.

**6.3 Contracting.** Nothing in this provision or in any other provision of this Agreement will limit or restrict Employer's right to continue assigning work to contractors in circumstances or situations similar to those in which such work had been contracted prior to the effective date of this Agreement, and such persons shall not become subject to any of the terms and conditions of this Agreement.

## ARTICLE 7

### NON-DISCRIMINATION AND HARASSMENT-FREE WORKPLACE

**7.1 Discrimination.** Employer will provide equal employment opportunities to all persons regardless of race, color, religion, ancestry, sex, national origin, marital or veteran status, sexual orientation, gender identity, political belief or affiliation, union activity or membership (or lack thereof,) physical or mental disability, on the job injuries, age, or any status otherwise protected under an applicable federal or state law or local ordinance, unless it is a bona fide occupational requirement reasonably necessary to its operations.

**7.2 Harassment.** Employer will provide a working environment free from all forms of unlawful harassment.

**7.3 Claims of Discrimination and Harassment.** Any employee who is subjected to, witnesses or suspects any violation of Sections 7.1 or 7.2 will immediately report the matter directly to the Mayor or designee so that Employer can discharge its legal obligation to timely conduct an appropriate investigation. Nothing in this provision will in any way prohibit an employee from also reporting the matter to any Union officer, representative or shop steward, but such individual will then immediately inform the Mayor of the report for the same purpose.

**7.4 Terminology.** The words "he" or "she" are used in this Agreement for explanatory purposes only and do not refer to the actual sex of any person.

## ARTICLE 8

### ADJUSTMENT OF GRIEVANCES AND ARBITRATION

**8.1 Grievance Defined.** For purposes of this Agreement, a "grievance" is defined as a complaint, dispute, or misunderstanding between an employee or the Union and Employer concerning the interpretation or application of specific provisions of this Agreement.

**8.2 Grievance Forms.** All grievances will be submitted on a form furnished by the Union and will clearly state the facts, the identity of the allegedly aggrieved employee(s), the specific provisions of the Agreement alleged to have been violated, and the requested remedy.

**8.3 Procedures and Time Limits.** Except as otherwise provided in this Agreement, all grievances filed after the effective date of this Agreement involving alleged violations which occurred during its term will be submitted according to the following procedures and time limits.

Step 1: An employee who has unsuccessfully attempted to informally resolve a grievance may invoke this procedure by reducing the grievance to writing as provided in Section 8.2 and presenting it to the Mayor or designee within ten (10) calendar days (excluding Saturdays, Sundays and holidays) from the date on which the alleged violation occurred or the date the

**8.5 Waiver.** Failure to file or appeal a grievance within the time limits (or any extension mutually agreed to in writing in advance), will constitute a waiver of all rights to relief by the Union and all employees subject to this Agreement. Failure of Employer to respond within the time limits (or any extension mutually agreed to in writing in advance) will cause the grievance to automatically be referred to the next step of the grievance procedure unless earlier withdrawn by the Union.

## ARTICLE 9

### PROBATION AND DISCIPLINE

**9.1** All new employees will serve a six- (6-) month probationary period (except noncertified police officers who shall have a twelve- (12-) month probationary period) during when the employec may resign or be terminated without cause or notice and without access to Article 8 related to grievances.

**9.2** No regular (*i.e.*, non-probationary) employee will be disciplined or discharged except for just cause.

## ARTICLE 10

### NO STRIKE, NO LOCKOUT

**10.1 No Strikes.** During the term of this Agreement, the Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, sympathy strike, work stoppage, sick-out, slowdown, picketing or any other disruption or restriction of work at the Employer's premises or at any other location where the Employer performs services or Employer representatives are present on official business.

**10.2 No Lockouts.** During the term of this Agreement, the Employer will not cause or engage in any lockout of its employees.

**10.3 Employer/Union Obligations.** If any activity occurs, which Employer believes violates Section 10.1 or Union believes violates Section 10.2, that party will immediately notify the other. The party so notified will investigate the matter and, if it believes a violation has occurred or is occurring, it will immediately take all reasonable steps to cause such activity to cease so that normal operations may resume.

grievant with reasonable diligence could have acquired knowledge of the occurrence. The Mayor or designee will respond within ten (10) calendar days (excluding Saturdays, Sundays and holidays).

Step 2: If the grievance is not satisfactorily resolved at Step 1, the employee or the Union will have ten (10) calendar days (excluding Saturdays, Sundays and holidays) from the receipt of the Step 1 answer to appeal the grievance in writing to the North Bonneville City Council. The City Council will deliver a written answer to a Union representative within fifteen (15) calendar days (excluding Saturdays, Sundays and holidays) **and within five days of the next City Council meeting** after the appeal is received. ✓

Step 3: If the grievance is not satisfactorily resolved by the Step 2 answer, the Union may refer any grievance arising during the term of this Agreement to arbitration by submitting its written request to the Mayor within ten (10) calendar days (excluding Saturdays, Sundays and holidays) after its receipt of the Step 2 answer or the date the answer was due in the event Employer failed to timely respond.

**8.4 Arbitration.** Employer and the Union will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, the moving party will request a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon from the Federal Mediation & Conciliation Service provided, however, that the request must be mailed within fourteen (14) calendar days of the date of the Union request to refer the grievance to arbitration. Within fourteen (14) calendar days of receiving the list, the parties will alternately strike names from the list, with the moving party to strike the first name, until one name remains, and he/she will serve as arbitrator. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

The decision of the arbitrator will be final and binding on the parties, and on all employees subject to this Agreement, but the arbitrator will confine his/her decision to the interpretation and application of the specific provisions of this Agreement which have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

Each party will bear its own costs and expenses in any such arbitration proceeding, including any attorneys' fees, and the parties will each pay one-half of the full cost of the arbitrator's and any separate arbitration fees (for example, the arbitrator's out of pocket or per diem charges). The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests the right of inspection, use, or a copy, in which event the full cost (including the cost of providing the arbitrator with the official record) will be equally divided between the parties.

## ARTICLE 11

### HOURS OF WORK

**11.1 Normal Workday.** Subject to the Employer's operating requirements, the normal workweek is forty (40) hours.

**11.2 Rest Periods.** Employees may take a paid fifteen- (15-) minute rest period during each half shift, scheduled or as near as feasible to the middle of each half shift. Consistent with operating requirements, employees who at the request of the Employer work two (2) or more hours beyond their regular quitting time will receive a fifteen- (15-) minute rest period in addition to the regular rest periods occurring during the shift. Each rest period will not exceed fifteen (15) minutes total. Rest periods will not interfere with or be detrimental to the public safety.

**11.3 Meal Periods.** A full-time employee shall be scheduled to receive not less than a thirty- (30-) minute nor more than a sixty- (60-) minute unpaid meal break at approximately the middle of the scheduled workday.

## ARTICLE 12

### HOLIDAYS

**12.1** Regular full-time employees will receive a day off with pay (eight (8) hours) on each of these recognized holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
One (1) Floating Holiday

The Floating Holiday is only granted to regular full-time and regular part-time employees who have worked for four (4) continuous months. This Holiday must be taken during the calendar year, except when an employee has requested the use of the day and the request was denied, and under no circumstances will it be cashed out if unused at the time of any separation from

employment. Scheduling shall always be subject to mutual agreement and Employer's staffing needs.

**12.2 Other Holidays.** An employee who needs time off to observe other holidays, such as days of worship or commemoration, normally will be permitted to do so provided his/her absence will not cause Employer an undue hardship. An employee may use any remaining earned vacation time.

**12.3 Weekend Holidays.** If a holiday falls on a Sunday, it will be observed on the following Monday. If a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

**12.4 Coordination With Other Time Off.** Employees who are off work on an unpaid leave of absence will not receive holiday pay. Employees who are off work due to sickness or vacation will be paid for the holiday in lieu of using vacation or sick leave credits.

**12.5 Holiday Leave for Part-Time Employees.** Holiday pay for part-time employees will be paid a pro-rata of eight (8) hours based on a forty- (40-) hour week.

## ARTICLE 13

### VACATIONS

**13.1** Regular full-time employees are eligible to earn and accumulate vacation leave as follows:

<u>Years of Service</u>	<u>Hours Earned</u>
0-3 years (1-36 months)	8 hours per calendar month
4-6 years (37-72 months)	10 hours per calendar month
7-10 years (73-120 months)	12 hours per calendar month
11-15 years (121-180 months)	13.3 hours per calendar month
16 years (181 months) or greater	16.7 hours per calendar month

**13.2** Based on service, a maximum of **three hundred (300)** hours of earned vacation leave may be accumulated and retained. (An employee shall cease earning additional vacation time once the maximum has been reached unless and until time has been taken **to reduce the total below the maximum number.**)

**Maximum accrual based on years of service:**

**0 – 9 years: 240 hours**

**10 – 19 years: 270 hours**

**20 years or greater: 300 hours**

**13.3** The vacation leave year shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup> of each calendar year. Vacation leave periods shall take into account paid holidays so that employees shall not lose vacation leave credits when overlapping state mandated holidays. No vacation leave may be taken during the first six (6) months of employment without specific authorization from the Mayor.

**13.4** Accumulated vacation leave on the books of the City Clerk shall be subject to compensation by the City at the individual's regular rate of pay upon termination or retirement.

**13.5** Vacation leave for regular part-time employees shall accrue on a prorated basis according to the actual hours the employee is on paid status.

**13.6** An employee may, once each calendar year, request and receive payment in exchange for accrued vacation leave at their current rate of pay. In requesting these payments the employee is also agreeing to indemnify and hold the Employer harmless from any taxes, penalties or damages assessed by IRS. The maximum number of vacation hours that may be exchanged **is equal to the number accrued by the employee in one (1) calendar year**, but the employee is required to take at least **two (2) weeks** of actual vacation time each calendar year.

**Maximum exchange based on years of service:**

**0 – 3 years may exchange up to 96 hours**

**4 – 6 years may exchange up to 120 hours**

**7 – 10 years may exchange up to 144 hours**

**11 – 15 years may exchange up to 159.6 hours**

**16 years or greater may exchange up to 200.4 hours**

**13.7** If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for the day if eligible for such pay and will not be charged for vacation benefits.

## ARTICLE 14

### SICK LEAVE

**14.1** Regular full-time employees shall earn and accumulate sick leave of eight (8) hours per each month of employment.

**14.2** A maximum of nine hundred sixty (960) hours of earned sick leave may be accumulated and retained. (An employee shall cease earning additional sick leave once the maximum has been reached unless and until time has been taken.)

**14.3 Use of Earned Sick Leave.** Earned sick leave shall be available for use in the circumstances described in this Article 14 as well as in any additional circumstances required by Washington law.

**14.4 Temporary Disability.** All incapacitating temporary disabilities shall qualify for sick leave purposes provided that any temporary disability in excess of three (3) consecutive days shall require a doctor's certificate. Planned sick leave for temporary disabilities, maternity leave or elective surgery in excess of three (3) consecutive days shall be a request by an individual employee in writing and such request shall be accompanied by a physician's statement of the anticipated term of temporary disability.

**14.5 Emergency Sick Leave.** Emergency sick leave may be granted which shall be considered as sick leave, when personal family emergencies regarding the health of a member of the employee's immediate family arise.

**14.6 Sick Leave Eligibility During Leave of Absence or While on Annual Leave.**

An individual on an authorized leave of absence or while on annual leave may claim accrued sick leave, provided that said claim is reported to the City Clerk and where said claim is based upon a temporary disability requiring hospitalization which is certified by a physician's statement. In the case of major accidental injury or catastrophic illness, the legal spouse or legally-dependent children residing with the employee may certify to the City Clerk, with a physician's statement, the nature of the particular circumstances and initiate the application of sick leave on behalf of the employee.

**14.7** Unused sick leave will be paid to the employee as follows, subject to a cash out maximum of two hundred forty (240) hours, and not otherwise:

Retirement or death with at least ten (10) years of service to the Employer	25%
Resignation with at least ten (10) years of service to the Employer	25%

**14.8** Subject to any applicable federal or state law and/or reasonable accommodation, a demonstrated ability to attend work regularly is an essential job function and requirement of continued employment.

14.9 Sick leave for regular part-time employees shall accrue on a prorated basis, according to the actual hours the employee is on paid status and the eight (8) hours per full month entitlement. The work month shall be based upon a two thousand eighty (2,080) hour calendar year or one hundred seventy-three (173) hours per month.

14.10 **Employees who have exhausted their sick leave and vacation benefits may receive a gift of vacation or sick leave from other employees if they require extended time off for illness or injury. Any gift of such hours will be pro-rated based on the wages of the employees involved to ensure the fiscal impact on the Employer does not change.** ✓

## ARTICLE 15

### HEALTH AND WELFARE BENEFITS

15.1 The Employer shall provide group medical, dental, long-term disability, and life insurance for eligible regular full-time and regular part-time employees. Coverage for eligible employees newly hired begins on the first day of the month following the employment month.

15.2 The Employer will pay one hundred percent (100%) of the cost of medical and dental premiums for regular full-time employees and their eligible dependents **at the same or similar levels of benefits currently in place at the time of this agreement, except the plan shall have a \$1500 (individual) and \$3000 (family) deductible.** The Employer will pay a prorated portion of the premiums for regular part-time employees, with the proration based on the employee's actual scheduled hours of work.

15.3 The Employer will provide life insurance, accidental death coverage, and long-term disability insurance as provided in AWC (Association of Washington Cities) for eligible regular full-time employees, with the Employer to pay the full premium for such coverage. The Employer will pay a prorated portion for regular part-time employees, with the proration based on the employee's actual scheduled hours of work.

15.4 The Employer will contribute ~~\$2000~~ 1500 (for employees who have only individual insurance coverage) and ~~\$3500~~ 3000 (for employees plus spouse and family coverage) annually into a medical health savings account (MHSA) called VEBA. The Employer will contribute an additional \$500 dollars to each employee's HSA to defray the additional burden incurred by changing from the existing plan to a plan with lower payment rates. The employer contribution shall be made at the beginning of each contract year.

*Keep original 2010 language.*

## ARTICLE 16

### BEREAVEMENT LEAVE

**16.1** In the event of the death of a member of the immediate family, all employees of the Employer shall be entitled to up to five (5) days paid bereavement leave. Bereavement leave for part-time employees shall be prorated according to the actual hours the employee is on paid status. Rate of pay will be given at the individual's current rate. "Immediate family" means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, step-children, grandchildren, siblings, and members of the employee's household.

## ARTICLE 17

### RETIREMENT PLANS

**17.1 PERS.** All eligible employees of the Employer will participate in the Washington Public Employees Retirement System (PERS) or Law Enforcement Officers or Fire Fighters (LEOFF) plans, as applicable.

**17.2 Deferred Compensation Plans.** Employees may voluntarily elect to defer a portion of his/her compensation into the Employer's deferred compensation plans currently offered. Enrollment information may be obtained through the Employer.

## ARTICLE 18

### PERSONNEL FILES AND JOB DESCRIPTIONS

**18.1 Personnel Files.** Employees will be permitted to inspect their personnel files at any time during regular business hours, after reasonable advance notice has been provided to the Employer. Employees may request copies of anything contained in their personnel file.

**18.2 Job Descriptions.** The Employer shall give the Union the opportunity to bargain any significant changes in bargaining unit job descriptions. In the event of any dispute whether the alleged changes were "significant," the Union shall have the burden of proof. In cases where no agreement can be reached, the Employer may implement its proposed changes but the Union may grieve the wage schedule. In the event any such grievance shall be referred to arbitration, each side shall present its "final offer" to the arbitrator within ten (10) calendar days prior to the hearing and he/she shall select one or the other, provided that no pay adjustment shall be

appropriate unless the arbitrator finds that a "significant change" occurred. The parties agree that by the expiration of this Agreement all job descriptions will be updated and reduced to writing.

## ARTICLE 19

### SENIORITY AND CONTINUOUS SERVICE DEFINITION

**19.1 Definitions.** Unless otherwise stated, wherever reference is made to "continuous service" or "continuity of service" or "seniority" in this Agreement, it will be interpreted to mean employment without a break with the Employer.

A. "Full-time seniority" dates from the most recent date an employee assumed a full-time position.

B. "Part-time seniority" dates from the date an employee assumed a part-time position. Part-time seniority may not be used in competition with full-time seniority for any purpose under this Agreement.

#### **19.2 Breaks in Service.**

A. Seniority and employment will be lost by any of the following:

- (1) By any resignation or other voluntary separation from employment,
- (2) By any termination of a probationary employee or of a regular employee for cause; and
- (3) By any layoff, illness, or injury in excess of the periods specified by law, or by any absence in excess of the maximum period for which leave is available under this Agreement or by law.

B. Continuity of service will not be broken and seniority will not terminate by any of the following:

- (1) By layoff due to reduction in force of less than one (1) year;
- (2) By an authorized leave of absence;
- (3) By a leave of absence to service in the armed forces of the United States, as provided by law;
- (4) By absence due to authorized vacation;
- (5) By absence due to sickness while such sickness continues, but not to exceed one (1) year unless extended by mutual agreement of Employer and the Union (the Employer will provide thirty (30) days' written notice of broken continuity of service and termination of seniority to the Union and the employee at the employee's last-known address);
- (6) By leave of absence to serve as an official of the Union; and/or
- (7) By leave of absence to serve in the Washington State Legislature.

**19.3 Promotions and Layoffs.** Promotions will be by job knowledge, skill and the ability to do the required work, and any job-related licenses or certifications, with seniority to govern if there are two or more fully-qualified applicants. Layoffs shall be by job classification in seniority order.

## ARTICLE 20

### SAFETY

**20.1 Safe Practices.** The health and welfare of employees of the Employer is a primary concern of both the Employer and the Union, and thus the parties recognize the importance of achieving and maintaining a high level of safety in all operations of the Employer. The parties also recognize the importance of reducing on-the-job injuries and controlling property damage, accidents and injury, and losses. Both parties recognize the value of safety rules and practices, as well as preventive and corrective safety measures. Therefore, the Employer and the Union, in recognition of their common commitment to these objectives, will jointly support efforts to implement policies, practices, procedures and other actions and initiatives during the duration of this Agreement to advance safety and loss prevention.

**20.2 Safety Training.** The Employer may require attendance at safety and educational programs that are related to safe and effective performance of job duties. Time of attendance at any such meeting will be paid for at the same pay rate as the employee would have been paid had the employee been working.

## ARTICLE 21

### JURY AND WITNESS DUTY PAY

**21.1 Jury Duty Leave.** Employees who are required to serve on a jury under some form of subpoena or court order may obtain a paid leave of absence for the period of time covered by the initial subpoena or court order and any involuntary extensions. Pay shall be as established in Section 21.4. An employee called for jury duty who is excused from attendance at a time which would allow him/her to return to work during normal scheduled hours must do so.

**21.2 Witness Duty Leave.** Employees who are required to appear in court or in federal, state or local administrative proceeding to testify under some form of subpoena or court order may obtain an unpaid leave of absence for the period of time necessary to do so. If the witness duty is connected with employment (excluding employees engaged in any litigation as plaintiffs or claimants) the employee will be reimbursed as established in Section 21.4.

**21.3 Advance Notice.** An employee who will require jury or witness duty leave must provide a copy of the summons or subpoena to the immediate supervisor on the first scheduled working day following its receipt.

**21.4 Pay.** Employees who are eligible for pay or reimbursement under this Article 21 will receive regular pay for the straight-time hours of work regularly scheduled and missed as a result

of the service. The employee shall then turn over their jury service pay (excluding subsistence or travel allowances) to the Employer.

## ARTICLE 22

### CONTRACTING WORK AND WORK ASSIGNMENTS

**22.1** The Employer may not contract any work performed by the bargaining unit, now or in the future, subject to Sections 4.1 and 6.2 and 6.3.

## ARTICLE 23

### WAGES AND PREMIUMS

**23.1** Wages. Employees shall be paid at the wage rates attached to this Agreement as **Schedule A**. 

**23.2** Paydays. The Employer's payday is monthly; employees are eligible to receive a mid-month draw if desired.

**23.3** Optional Deductions. Other deductions may be made from the employee's paycheck; these can include, but not limited to, the following:

- A. Monies due the Employer;
- B. Insurance contributions; and/or
- C. Deferred compensation contributions.

#### **23.4 On-Call Pay.**

A. The following positions shall be eligible to receive on-call pay: Police Chief; Police Officer; Public Utilities Manager; Assistant Public Utilities Manager; Utility Operator; and Maintenance Worker II.

B. On-call pay shall be five hundred and no/100 dollars (\$500.00) for each month that such duty has been assigned to the employee by the Mayor or designee.

C. On-call duty (during non-scheduled hours, including weekends and holidays) for employees in Utility classifications requires that the employee be available for all emergencies. "Available" shall mean by cell telephone, pager, radio or similar means, with the ability to respond within

fifteen (15) minutes during the actual period (weekly, etc.) the employee has been assigned on-call responsibility.

D. An on-call employee who is unable to fulfill the duty is responsible to find a qualified replacement employee.

E. An on-call employee who is called to work shall be paid one and one-half (1/2) times the hourly rate for the actual hours worked.

**23.5 Training and Meetings Pay.** All employees will be paid their regular hourly rate, including overtime when applicable under Article 24, when specifically required by the Mayor and/or City Council to attend training or meetings.

**23.6 Certification Pay.** Any certification that an employee in a Utility classification is required to obtain beyond those currently held shall result in the payment of a fifty (50) cent per hour premium.

## ARTICLE 24

### OVERTIME PAY

**24.1** Overtime at the rate of time-and-one-half will be paid for all time worked in excess of forty (40) hours per week for all employees.

**24.2** When an employee is called upon to work overtime, he will not be penalized by being required to take time off before or after such overtime, although the employee may be asked (or volunteer) to do so. Where more than one overtime provision is involved in any particular case, only one such provision will be applicable; the employee will be entitled, however, to have that overtime provision applied that will entitle to receive the greatest amount of overtime pay.

**24.3** For overtime calculations, the Employer shall count paid vacation, paid sick, holiday pay, jury duty pay, and paid bereavement leave as hours worked.

**24.4** Employees called out to work shall be guaranteed a minimum of two (2) hours at the time-and-one-half overtime rate, but may be asked to perform any available work. Employees may waive the two- (2-) hour guarantee to be relieved of duties.

24.5

## ARTICLE 25

### GENERAL PROVISIONS

**25.1 Employee Categories.** Regular "Full-Time employee" means an employee who works forty (40) hours per week.

"Regular Part-Time employee" means an employee who works less than forty (40) hours, and more than twenty-four (24) hours per week.

"Part-Time employee" means an employee who works twenty-four (24) hours or less per week.

**25.2 Domestic Partners.** In 2009, Senate Bill 5688 gave domestic partners registered with the State of Washington similar protections to those of married couples. The City complies with all Washington State laws concerning Domestic Partnerships. These provisions are intended to provide notice of benefits and not to create new rights nor limit rights granted under law.

**Tax Implications**

The tax consequences of a domestic partnership are the responsibility of the employee, not the City. Because the Internal Revenue Service does not recognize same-sex domestic partners as dependents, the value of the City's contribution for medical and dental benefits provided to a domestic partner may be considered taxable income. An employee's taxable compensation may consist of:

- His/Her regular earnings for the year; and
- The City's cost for medical and dental coverage for the employee's domestic partner (unless the employee's domestic partner and his/her children meet the IRS definition of dependents).

This total compensation will be reflected on the employee's W-2 form at the end of the year. The City will not withhold taxes on the cost of the medical and dental plan rates.

The only exception to the taxability of domestic partner benefits is if an employee's partner meets the definition of dependent as defined by IRS Section 152. A domestic partner and his/her children may meet the definition of a dependent for the purposes of family coverage if the following conditions are met:

- They lived with the employee for the entire year as a member of their household;
- They were U.S. citizens or resident aliens of the U.S., or residents of Canada or Mexico for part of the calendar year in which the employee's tax year began;
- They did not file a joint tax return; and
- The employee provided over half of their support for the calendar year.



If an employee's registered domestic partner and children meet all of the above requirements (even if s/he cannot claim an exemption for them on their tax return), the employee will need to complete a Certification of Dependent Status form. Once s/he submits this form, taxes will not be withheld.

#### **EMPLOYEE LEAVE**

For the purposes of using or applying for sick leave, domestic partners will be regarded in the same manner as legal spouses.

**25.3 Use of Personal Vehicles.** The Employer will pay mileage at the IRS authorized rate in effect at the time for use of an employee's personal car on Employer business, provided that the employee was specifically requested to use the personal vehicle by the Mayor or designee.

**25.4 Labor-Management Meetings.** The Employer and the Union agree that whenever either the Mayor or the President of the Union requests, they shall meet for consultation purposes on matters of mutual interest which would serve constructive purposes (1) to prevent or eliminate grievances, (2) on matters affecting employee health, safety, or (3) operating situations. Notice of topics for discussion shall be exchanged prior to any meeting, and the meeting shall be scheduled at a time mutually convenient to the parties, **except that such time shall be within 30 calendar days of the receipt of request for such a meeting.** These meetings are not intended as a substitute for either the Grievance Procedure or contract negotiations. ✓

**25.5 Examinations and Releases.** Except as otherwise required or allowed by law, Employer may request a medical or professional examination by a doctor of its choosing (at its expense) in circumstances where the nature of the employee's job, conditions and/or conduct or behavior raise potential fitness for duty, safety, or other bona fide business-related issues or concerns.

## **ARTICLE 26**

### **SOLE AGREEMENT AND AMENDMENTS**

**26.1** This Agreement contains the sole and entire agreement between the parties, and the Employer agrees not to enter into any agreement or contract with any of its individual employees covered by this Agreement which in any way conflicts with the terms and provisions of this Agreement without including the Union as a necessary party. The terms of the Agreement may be supplemented, amended, modified or waived only by a mutual agreement of the parties in writing.

**ARTICLE 27**

**SAVINGS CLAUSE**

**27.1** Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any federal or state law will become inoperative to the extent and duration of such conflict. Since it is not the intent of either party to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such federal or state law, the remainder of this Agreement will remain in full force and effect. Employer and the Union agree to attempt to negotiate substitute provisions with such negotiations to begin within thirty (30) calendar days.

**ARTICLE 28**

**TERMINATION AND RENEWAL**

This Agreement will be in full force and effect beginning May 1, 2010 until June 30, 2012, and thereafter from year to year unless not less than sixty (60) calendar days' written notice of termination is given by either party to the other prior to the expiration date. The parties agree to meet and negotiate at mutually acceptable times and places within the sixty- (60) day period immediately preceding the termination of this Agreement, or earlier by mutual agreement. ✓

**CITY OF NORTH BONNEVILLE, WA**

**AMALGAMATED TRANSIT UNION  
LOCAL 757**



## SCHEDULE A

### SALARY SCHEDULE

This salary schedule will be effective upon the first day of the pay period immediately following notice to the Employer that the proposal has been ratified. The parties further agree that during the term of this Agreement they shall establish a formal wage progression.

<u>Job Classification</u>	<u>Wage Rate</u>
Public Utilities Manager	<b>\$26.12</b>
Dep Clerk/Exec Sec	<b>\$15.67</b>
Clerk Typ/Recp	<b>\$10.97</b>
Police Chief*	<b>\$21.42</b>
Police Officer*	<b>\$18.25</b>
Planning Advisor	<b>\$21.42</b>
Asst. Public Util. Manager	<b>\$20.90</b>
Utility Operator	<b>\$16.72</b>
Maintenance Worker I	<b>\$10.45</b>
Maintenance Worker II	<b>\$12.02</b>

**The position of Police Chief is currently being contracted with the County, with agreement by the Union, and the position of Police Officer is currently unfilled.**



LETTER OF UNDERSTANDING

**This Letter of Understanding confirms that the current Planning ~~Adyisor~~ Advisor, Tom Jermann, will receive the same benefits as regular, full time staff, so long as the position works at least half time.**

For Amalgamated Transit Union, Local 757

For City of North Bonneville