

**2022-2024**  
**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF PULLMAN, WASHINGTON AND**  
**ATU LOCAL NO. 1015**

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of November, 2022, by and between the City of Pullman, Washington, hereinafter referred to as the "Employer" and Amalgamated Transit Union Local 1015, hereinafter referred to as the "Union" is effective from January 1, 2022 until December 31, 2024.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide harmonious labor relations, to prevent strikes and lockouts, to insure that costs may be as low as possible, and generally to encourage a spirit of helpful cooperation between the Employer and employee groups to their mutual advantage and that of the investing public.

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular employees listed in Appendix B. A regular employee shall be defined as an employee who is hired for a specified number of hours on an on-going or regular basis. On-call or casual employees who are hired to fill vacancies in an "as needed" capacity shall not be members of the bargaining unit.

**ARTICLE 2 - UNION SECURITY**

2.01 The Employer recognizes the Union's right to encourage all employees covered hereunder to become and remain members in good standing of the Union. Any present or future employee eligible for coverage under this agreement may become a member of the Union. Neither party shall discriminate against any employee or applicant for employment because of membership or non-membership in any labor union or other employee organization.

- a. Membership. Membership or non-membership in the union shall be the individual choice of employees covered by this Agreement.
- b. New Employees. A newly hired employee shall determine within thirty (30) days whether he or she wishes to (1) join the union and pay union dues and fees or (2) decline to join the union.

- 2.02 The Employer shall deduct from each paycheck, the regular semi-monthly dues and assessments uniformly required of all members, and initiation fees prescribed by the Constitution and By-Laws of the Union, and remit to the Financial Secretary/Treasurer of the Union, in accordance with its prevailing practice; provided, however, that no deductions shall be made except as permitted by law and in pursuance of written authorization received by the Employer from each employee, and for so long only as such authorizations shall remain valid and effective. Consistent with federal, state and local law, the Employer shall honor and adhere to specific provisions agreed to by the employee in the authorization, irrespective of the employee's membership status in the Union.
- 2.03 The City will provide the Union with semi-monthly payroll reports for the purpose of calculating dues. Invoice will be provided from the Union. A payroll report for hours worked from the 1<sup>st</sup>-15<sup>th</sup> pay period and the 16<sup>th</sup>-month end pay period will be sent by the City to the Union no later than two business days after the end of the payroll period, excluding weekends and the designated holidays listed in 6.01. The Union will submit an invoice to the City no later than two business days after the date of receipt of the payroll report, excluding weekends and the designated holidays listed in 6.01. *[Both parties agree to act in good faith and submit their respective report/invoice as soon as reasonably possible to not impact or delay processing of the payroll warrant.]* Dues will be withheld on the same payroll warrant for the semi-monthly pay period as designated in Article 5, with dues for the 1<sup>st</sup>-15<sup>th</sup> pay period withheld on the warrant distributed on the 25<sup>th</sup> of the current month, and dues for the 16<sup>th</sup>-month end pay period withheld on the warrant distributed on the 10<sup>th</sup> of the following month.
- 2.04 The sole authorized representative of the Union for the purpose of certifying the amount of any change in monthly dues or initiation fees to be deducted by the Employer, shall be the Secretary-Treasurer of the Union.
- 2.05 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under such provisions.
- 2.06 The Union shall have the right to appoint a Shop Steward and to notify the Employer of the selection. The Employer will grant time off to the Shop Steward on any day it shall be necessary to conduct Union business in blocks of two (2) hours, unless it is to represent members in disciplinary meetings with the Employer. The Union shall pay for all such time spent on Union matters.
- 2.07 No Union member or officer shall conduct any Union business on Employer time if such conducting of business interferes with operations.
- 2.08 Stewards and all other authorized Union representatives not on leave of absence, are subject to all of the rules and regulations regarding the conduct of employees on the premises of the Employer. No Union member or officer shall conduct any Union business on employer time or employer premises without the

Employer's permission. The Employer agrees not to discriminate against employee for their activity on behalf of or membership in the Union.

- 2.09 The Employer agrees to permit duly authorized representatives of the Union to have access to the Employer's premises for the purpose of adjusting grievances or conferring with other Union members, subject to security regulations provided that such representative obtains advance permission from the Employer's Transit Manager or his designate, notifies the Manager of the reason for his presence, and does not interfere with normal operations.
- 2.10 The Employer agrees that any member of the Union who now holds office, or shall be appointed or elected to any office in said Union, which requires his or her absence from the Employer's employ and requires a leave of absence for more than thirty (30) days shall upon retirement from said office be placed in their former position with full seniority rights, rate of pay, vacation and retirement pay rights within ninety (90) days after retirement from said office if position still exists. Union business is further defined to mean employment directly and solely by the Union, the International Union of which it is a Division.
- 2.11 In an effort to maintain positive working relations, the parties agree to hold such meetings, labor management meetings and any other non-grievance meetings as mutual agreed upon. Furthermore, the Union and management representative(s) agree to attend meetings as scheduled or rescheduled and/or cancel, with reasonable notice given to the other party.
- 2.12 The Employer shall notify the Union of all new bargaining unit Employees immediately upon hire and allow the Union thirty (30) minutes of paid time to meet with new Employees of the bargaining unit within the first thirty (30) days of employment.
- 2.13 Consistent with federal, state, and local law, the Employer shall honor and adhere to the specific provisions of the Employee's written authorization for the deductions of dues, fees, and assessments regarding the duration, renewal, and procedure for the revocation of such authorization. An Employee who seeks to revoke such authorization must provide written notice to the Union. Upon receipt of such a request from the Employee, the Union will promptly transmit the request for revocation to the Employer. When the Employee is entitled to revoke his/her authorization, every effort will be made to end the deductions on the first payroll, but no later than the second payroll, after the Employer's receipt of the Employee's written notice.
- 2.14 The Employer shall deduct COPE contributions from the wages of any bargaining unit Employee for whom the Union has submitted a written authorization card to the Employer. The amount deducted shall be mailed each month to the union. COPE contributions will continue until written authorization revoking such contributions are received by the Union.
- 2.15 The Employer shall post a copy of the Pullman Transit Annual Report and the WSTIP annual report in the driver break room. Electronic copy will be provided to Union representative.



### **ARTICLE 3 - HOURS OF WORK AND OVERTIME**

- 3.01 Employees shall be paid the applicable straight time hourly rate for time worked during regularly scheduled/constructed work shifts. Full-time employees scheduled/constructed work shifts will be 8-, 9-, or 10-hour work shifts. No regular scheduled/constructed shift shall exceed 10 hours. Circumstances may require an employee to work more than 10 hours; however, that time would not be part of an employee's regularly scheduled shift. If an employee reports to work after their scheduled start time, pay shall be calculated to the nearest quarter hour. Employees will only be paid for actual hours worked or time covered by approved leave.
- 3.02 Compensation at the rate of time-and-one-half the employee's regular hourly rate of pay shall be paid under the following conditions:
- a. For work performed in excess of the scheduled/constructed 8, 9, or 10 hour shifts, or forty (40) hours within the employee's established work week.
  - b. For work performed on an employee's regularly scheduled day off, regardless of employment status (full-time, part-time or Extra Board) where a minimum of two (2) hours overtime shall be paid.
  - c. All hours worked in excess of the 13-hour spread time (as defined in 7.04) shall be paid at one-and-one-half (1.5) times the driver's regular straight time hourly rate of pay.
- 3.03 Employees working authorized overtime shall be entitled to his/her regularly hourly rate times one and one-half. However, at the employee's request and with the concurrence of the supervisor, the employee shall be compensated with time off at the time and one-half rate. Employees with authorized overtime entitlement to compensatory time off may not accrue such "credit" over 48 hours. An employee accumulating more than 48 hours of compensatory time shall be paid for all time in excess of 48 hours monthly. All compensatory time remaining on the books shall be cashed out on the first December paycheck.
- 3.04 When an employee is required to report for work, they shall be guaranteed a minimum of two (2) hours at the applicable rate for the job. Employees are expected to work for two hours. If the employee is late or requests to leave early, they will only be paid for the actual hours worked.
- 3.05 Employees may work in excess of their regular scheduled shift up to a maximum of 12 total work hours per day if overtime is available.
- 3.06 Additionally, Dispatch and Bus Washer shifts consisting of at least four hours continuous work will receive rest breaks consistent with L & I's intermittent or "mini



break” concept.

- 3.07 All Employees covered under this agreement shall have two (2) guaranteed days off per week, unless an employee voluntarily choses to work their days off in accordance with Article 8. Days off will be determined by current mark ups.
- 3.08 Employees working out of class shall be paid at the higher rate of pay of the two classifications being worked.
- 3.09 Employees will use Comp or Vacation time for their shift hours, minus any built in overtime, for hours unavailable due to a temporary or unplanned schedule change, or while on pre-scheduled vacation, paid at their regular wage.

#### **ARTICLE 4 - WAGE AGREEMENT & SAFE DRIVING INCENTIVES**

- 4.01 Effective January 1, 2022, wages will be increased by 4% across the board as set forth in Appendix B.
- 4.02 Effective January 1, 2023, an across the board increase equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the preceding twelve (12) months (as viewed in September from the August-August index) with a minimum of two percent (2%) and a maximum of four percent (4%).
- 4.03 Effective January 1, 2024, an across the board increase equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the preceding twelve (12) months (as viewed in September from the August-August index) with a minimum of two percent (2%) and a maximum of four percent (4%).
- 4.04 Anniversary dates for pay steps will be January 1. The employee’s hire date will be used as the anniversary date for all other benefits. Employees hired after January 1, 2016, will have a pay step anniversary date based on their date of hire. Anniversary dates for all employees will not be adjusted for layoff periods.
- 4.05 Trainees shall be paid at the step one rate for the position they were hired, effective on the original date of hire.
- 4.06 An annual safety incentive will be paid after the successful completion of each year that the transit staff member goes without a preventable accident/safety violation. Payment shall be made on the first of December paycheck and determined based on start date or date of last incident, whichever date is sooner.

Years 1 through 4 incident free:	\$500 paid each year
Years 5 through 10 incident free:	\$1,000 paid each year
Years 11 through 15 incident free:	\$1500 paid each year
Years 16+ incident free:	\$2,000 paid each year

#### **ARTICLE 5 - PAYDAYS**

Payroll warrants shall be distributed semi-monthly on the 10<sup>th</sup> and 25<sup>th</sup>, or on the business

day prior if it happens to fall on a weekend or holiday. Hours worked from the 1<sup>st</sup>-15<sup>th</sup> will be paid on the 25<sup>th</sup> of the current month. Hours worked the 16<sup>th</sup> – month end will be paid on the 10<sup>th</sup> of the following month. Said payroll warrants shall contain all pay elements claimed by the employee and approved by the department head through the last day of the prior pay period.

## **ARTICLE 6 - HOLIDAYS**

6.01 All employees covered by this Agreement shall receive twelve (12) paid holidays per year as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	
Floating Holiday	

6.02 When the transit system is shut down for an additional day, either before or after a holiday, where one day is the holiday and the other day would be a normal workday, employees will be paid straight time for the holiday and given the option of using annual leave or compensatory time, or taking leave without pay for the regular work day.

6.03 Employees on unpaid leave of absence shall not be entitled to holiday pay. To be eligible for holiday pay, transit staff must be signed up on the primary sign up (see 8.02) in which the holiday occurs ( December, April & August primary sign-ups). For Memorial Day, Juneteenth and the 4<sup>th</sup> of July, only those employees who are signed for a shift on a regular benefit accruing Summer sign-up are eligible to sign for these holidays. Employees in the work status "Not Signing/But Available" who work a holiday will be paid at the 1.5 times regular rate.

6.04 If a holiday falls during an employee's scheduled day off, the employee shall receive an additional day off on their next scheduled work day unless they work the holiday. Advance notice (two-weeks) is required if staff elect not to take the additional day off. An employee who chooses to work a Holiday during the primary sign up shall not receive any additional time off.

6.05 A floating holiday remaining to the credit of an employee sixty (60) days prior to the end of the calendar year shall be taken during those sixty (60) days. A sign-up list shall be posted five (5) working days prior to the commencement of the sixty (60) day period with selection to be by seniority exercised only once. Employees who do not sign the posting shall have their day off assigned by the Employer. Employees shall notify the Employer at least one (1) week prior to the desired day off and approval shall be contingent upon the staffing requirements of the Employer. A floating holiday cannot be carried over into succeeding calendar years.

6.06 Trial employees will be eligible for the floating holiday after six months.

- 6.07 Holiday pay shall be paid based on the employee's working status (FT,  $\frac{3}{4}$ ,  $\frac{1}{2}$ ) as of the primary sign up for which the holiday occurs in but not to exceed eight (8) hours per holiday.
- 6.08 Eligible employees shall receive holiday pay at their regular hourly straight time rate. Regular part-time employees working twenty (20) or more hours per week shall receive holiday benefits on a pro-rata basis. (FT = 8,  $\frac{3}{4}$  = 6,  $\frac{1}{2}$  = 4) Employees who work the holiday, see section 6.04. Employees who don't work the holiday but whose holiday accrual is less than their regular shift hours are eligible to use vacation and comp time to make up the difference.
- 6.09 If an employee works on a paid holiday, they shall be paid for time worked at their time and a half hourly rate in addition to the calculation of holiday pay as computed in "6.07" and "6.08", above.

## **ARTICLE 7 - SPLIT SHIFTS**

The City retains its management prerogative to set levels of service and determine shift schedules. However, where possible it will maintain straight shifts. For example, if runs are available allowing for a driver to work a straight shift, the City shall not without justifiable reason require the driver to work a split shift.

- 7.01 A split shift is defined as a shift constructed to be composed of two (2) or more pieces of work. All work performed in excess of five (5) consecutive hours or more shall be provided a thirty minute paid meal break.
- 7.02 No split shift shall be constructed to have more than one (1) unpaid period.
- 7.03 Any interval in a constructed shift of forty-five (45) minutes or less shall be paid as consecutive work time for all drivers. An employee who accepts an upgrade that is not part of their constructed shift resulting in an interval of 15 minutes or less between shifts will be paid as consecutive work time.
- 7.04 The duration of the drivers work day shall be constructed so as to contain a spread of hours not to exceed thirteen (13) hours, with a maximum of twelve (12) hours worked unless authorized by management

## **ARTICLE 8 - SELECTION OF RUNS, ROUTES, AND SHIFTS**

- 8.01 All regular bargaining unit employees, shall select their work shifts or runs in accordance with their individual seniority in classification (as applicable), provided



that the employee is qualified for the work shift or run. Management will hang and electronically post the blank signup documents no less than one week prior to April 1 for Summer Signups, August 1 for Fall Signups and December 1 for Spring Signups. The employees will submit a Shift Preference form or meet in person with the Shop Steward to sign for shift. Preference for shifts or runs will be given to operators in accordance with their seniority. The Shop Steward will present the completed signup package (including shift preference forms for all employees) within two weeks from the signup start date of April 1, August 1, and December 1. If the Union demonstrates seniority rights have been violated by the sign-up procedures used by the Employer or schedule changes have occurred, the Union may call additional sign-ups per contract year. Existing schedules will remain in effect until the new sign-up is completed. The Employer may make minor changes in schedules of thirty (30) minutes or less for a period of two weeks or less without a sign-up.

- 8.02 Routes are posted for bid whenever service levels change. All service level change sign-ups will be based on seniority from the most senior to the least senior. The following list is illustrative only.

December (Primary)	Spring Semester Sign-up Spring Break Sign-up Spring Semester Finals Week Sign-up All holidays that occur during this period will also be signed at this time.
April (Primary)	School District Service Sign-up Summer Service Sign-up All holidays that occur during this period will also be signed at this time.
August (Primary)	Fall Semester Sign-up Thanksgiving Break Sign-up Fall Semester Finals Week Sign-up Christmas Break Sign-up All holidays that occur during this period will also be signed at this time.

Thanksgiving break signup shifts will include two scheduled days off that do not occur on Thursday or Friday.

Additional available sign-ups for service level changes on holidays shall be determined by seniority. WSU home football game service level changes occurring on Saturday will be offered to those who have regularly scheduled days of work on that date first, ~~but no assigned hours~~. Overtime hours shall be assigned by seniority.

- 8.03 Bus Drivers will be assigned a time and a date to select their route bid by seniority. The Bus Driver bid assignment schedule will be posted five (5) days prior to the bidding process and bidding will begin at least fifteen (15) calendar days prior to the effective date of the new bid cycle.

- 8.04 Bus Drivers will bid a single run or block piece of work and will drive/operate their selected run or block of work for the entire length of the bid cycle.
- 8.05 The failure of any Bus Driver to bid at their assigned time or provide their first, second, or third bid choices in writing to the Union representative will result in the Union Representative choosing their work and days off as close as possible to what they are currently working. Once a bid has been selected (initialed) it is final and binding.
- 8.06 Extra-Board Drivers ~~will sign up for available~~ shifts be assigned available straight-time work, including built-in overtime by seniority, with the most hours going to the most senior. On regularly scheduled work days, overtime shifts will similarly be assigned (not offered) to the most senior Extra-Board driver first, up to the daily maximum. ~~but~~ Extra-Board drivers must be available to work any of Pullman Transit's services.
- 8.07 Extra Work Assignment Sequence.
- a. All Employees intending to make themselves available for extra work assignment must sign a shift preference form at the time they bid for their work shift. If an employee fails to sign a shift preference form at the time they bid, they will not be offered extra work until such a time that they turn in a shift preference form.
  - b. Pullman Transit will offer all extra work from a "Will Work" list compiled from a signed Preference Forms on a strictly seniority basis. Upgrades/extra work will be offered to senior part-time employees first unless it is overtime. Part-time employees may give up their assigned work as needed for the upgrade.
  - c. The extra work must fall outside of the driver's regularly scheduled/constructed work hours except when the work is the same route and same bus.
  - d. Once extra work has gone all the way down by part-time seniority, it will be offered starting at the top senior employee as overtime. (Same Day before Day Off overtime).
  - e. If the work makes it all the way down the seniority list and is not filled, it will be assigned to Drivers by reverse seniority of "Forced Work". If a "Forced Work" situation arises, Transit management shall notify the Union representative as soon as practicable and explain why the work was considered "Forced Work".
- 8.08 If a run is canceled, the affected employee may displace the employee with less seniority, provided he is qualified to perform the work, the displaced employee shall exercise his/her seniority rights in the same manner and displace an employee with less seniority. Such displacement shall not constitute a "shake-up".

8.09 Service planning process concerns/questions may be discussed in a labor/management meeting process.

8.10 Bus washers will be offered extra bus washing work as well as bus washing overtime before bus drivers or dispatchers are asked to perform the work.

8.11

- a. All coach operators assigned by the City, at its exclusive discretion, to route train and instruct a cadet shall be paid an additional one (1) dollar per hour for hours actually spent training with the cadet, in addition to their regular rate of pay. All extra hours paid for this extra responsibility will be at a regular wage, and overtime provisions do not apply.
- b. No more than one (1) cadet will be assigned to work with the operator at a time.

#### **ARTICLE 9 - STARTING AND QUITTING LOCATIONS**

The schedules shall be so arranged whereby the employees' starting and quitting time will be at the same designated place.

#### **ARTICLE 10 - BULLETIN BOARD**

The Union will be entitled to have bulletin boards for the posting of notices of meetings and other matters pertinent to Union business.

#### **ARTICLE 11 - STATE LAWS**

The Employer shall observe the state law with regard to Workers' Compensation and safety regulations. The Employer shall observe all city, county, and state traffic laws.

#### **ARTICLE 12 - SMOKING POLICY**

Smoking by City of Pullman employees while on duty shall not be allowed within any city vehicle, city building, or city work area. Smoking by employees will be allowed in designated areas only and in no case less than 25 feet from a public facility, bus, or gathering place.

#### **ARTICLE 13 - DRUG FREE WORKPLACE**

13.01 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in and on property owned or controlled by the Employer. The use of alcohol on property owned or controlled by the Employer is also prohibited. No employee will report to work while under the influence of alcohol or any unlawful controlled substance which has not been medically prescribed for the employee. Violation of this policy by any employee may result



in a referral for mandatory evaluation or treatment for a substance abuse disorder. Disciplinary action may include dismissal from employment.

13.02 To comply with federal law, the Employer requires that an employee notify the employing official of any criminal drug statute conviction for any violation occurring in the workplace no later than five days after conviction. If the employee is engaged in the performance of a federally sponsored grant or contract, the Employer must notify the agency within ten days of having received notice that the employee has been convicted of a drug statute violation occurring in the workplace. The Employer will take disciplinary action against, or require the satisfactory participation in a state-certified alcohol or drug abuse assistance or rehabilitation program, by any employee who is so convicted. Disciplinary action may include dismissal or other appropriate personnel action(s).

13.03 The Employer and the Union strongly oppose the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace and the consumption of alcohol in the workplace. However, both acknowledge that a reasonable drug policy must strike a balance between protecting the safety of the public and other employees on the one hand and protecting the employee's privacy rights on the other. Accordingly, as it pertains to the seizure of an employee's bodily fluids, the Employer shall restrict such drug testing to those tests specifically required by state or federal statute, rule, or regulation and to those situations which would lead a reasonable person to suspect an employee of being under the influence of or affected by the use of alcohol or a non-prescribed controlled substance. Testing will be done in accordance with the Substance Abuse Policy as established by the Employer. The Employer strongly encourages employees with alcohol or substance abuse problems to take advantage of the City of Pullman's Employee Assistance Program (EAP). For confidentiality, employees may contact an EAP counselor directly. The Employer prefers, when feasible, voluntary rehabilitation over disciplinary actions when dealing with alcohol and substance abuse problems.

#### **ARTICLE 14 - RESTROOMS**

The Employer shall make every effort to have each bus line designed where Pullman Transit or public restroom facilities are available to all shifts

#### **ARTICLE 15 - EXACT FARE SYSTEM**

The Employer shall maintain the exact fare system.

#### **ARTICLE 16 - EXTRA BOARD**

The City of Pullman is investing in more full time Driver hours, and making adjustments to the Extraboard position in support of that strategy.

- A. Designed as a coverage backup for an otherwise full-time driving staff, this position is guaranteed the opportunity for at least four hours of work per day, and has half time benefits. Should the employer add Driving positions other

than Extraboard that are not full-time, the Extraboard daily guarantee and benefit status revert to six hours, and three-quarter time.

- B. Daytime Dispatch will continue to shuffle vacant shifts, setting aside next day overtime as potential work for the Extraboard Driver. As has been the case in the past, overtime will not be pre-assigned.
- C. When the Extraboard Driver arrives at the start of the shift (6:10am example), work may be immediately assigned (work set aside the afternoon before, or newly available work from overnight calls) or the Driver will remain available and in the Transit break room for two hours. If the assigned work is later in the day, the Extraboard Driver will still remain on site for the initial two hours. If no active driving assignments are available, the only work the Extraboard Driver is expected to do in that two-hour period is to pre-trip one bus each morning.
- D. At any point during the Extraboard Driver's time on duty, he/she can be assigned additional shift work up to a total of 10 hours per day. This may include assignments of split shift work, and the 10 hours may be any time up to an ending point of 7: 10pm (per example), the point at which the 13-hour overtime rule kicks in.
- E. If the Extraboard Driver has not been assigned work after two hours, he/she has the option of staying an additional two hours and completing assigned office/shop projects (at their Driver rate of hourly pay), or leaving the Transit facility with only two hours pay for the day. The choice is the employee's. If the employee chooses to leave, he/she will remain our first call for work ending up until the 7: 10pm (per example, or 13-hour mark) end time, but the employee can refuse the work after leaving.
- F. On days when the Extraboard Driver is scheduled to be away from work (e.g. vacation time), this position will not be filled.

## **ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedures; and there shall be no suspension of work or interference with the operations of the Employer.

Grievance definition: For the purposes of this agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

17.01 The maintenance of discipline and efficiency is the province of the City of Pullman.

Penalties for violations of rules of discipline shall commence within fourteen (14) business days from time of said violations. When it is necessary for management to investigate facts, the penalty shall commence within fourteen (14) business days from time of completion of investigation.

17.02 Whenever any dispute shall arise between the Employer and the Union or employees covered by this Agreement over the interpretation of, adherence to, or the application of the terms and conditions of this Agreement, the matter shall be handled in the following manner:

Step 1. The dispute shall be taken up between the supervisor and the employee or Union representative as soon as possible but not later than ten (10) business days from the date the employee should have had knowledge of the alleged occurrence, excluding Saturday, Sunday, holidays, and authorized absences.

Step 2. If no agreement is reached within ten (10) business days, excluding Saturday, Sunday, holidays, and authorized absences, the grievance shall be reduced to writing setting forth the specific facts giving rise to the grievance, the section of the Agreement alluded to be violated, and remedy sought. This document shall be dated and signed by the Union and the Grievant. The Employer and the Union representative shall attempt to settle the dispute. Employer grievances may be initiated at this step. The Employer shall respond in writing within ten (10) business days excluding Saturday, Sunday, holidays, and authorized absences.

Step 3. Should the Employer and the Union fail to satisfactorily settle the grievance in Step 2, then the matter shall, upon written notice by the Union or the Employer be submitted to the Public Works Director.

Step 4. Should the Public Works Director and the union fail to satisfactorily settle the grievance in Step 3, then the matter shall, upon written notice by the Union or the Employer, be submitted to mediation through the Public Employee Relations Commission (PERC).

Step 5. The mediator assigned to the grievance shall meet without delay with the parties and the grievant and attempt to mediate/resolve the dispute. If an agreement is reached, it shall be reduced to writing and signed by each of the parties, including the grievant, and shall be final and binding.

Step 6. If the mediation session does not produce a settlement, the mediator shall become the arbiter, and immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply. The mediator/arbiter shall, on the same day of the hearing, issue a "bench decision" as a binding settlement of the grievance.

During the process of the above procedure, there shall be no strike or lockout. The decision of the arbitrator shall be final and binding upon the parties.

17.03 The fee of the mediator/arbitrator shall be borne equally by the parties. Each party shall bear its own other expenses of the mediation/arbitration process.

17.04 The mediator/arbitrator shall have no authority to modify or alter the terms of the Agreement, but shall be limited to interpretations of the Agreement.

17.05 The Union shall pay for all Union time involving the above procedure.



## **ARTICLE 18 - JURY DUTY**

An employee shall continue to receive his regular wages for any period of required service as a juror. All monies received for jury duty shall be surrendered to the Employer within three (3) working days of receipt of said monies. Employees will report for work when less than a normal day is required by such duties.

## **ARTICLE 19 - COMPASSIONATE LEAVE**

19.01 Up to a maximum of three days paid Compassionate Leave may be taken by regular full-time or regular part-time employees, except trial employees, who have a death in their immediate family, and wish to attend the funeral and/or memorial service. For the purpose of this section, "immediate family" shall include: parents, step-parents, parents-in-law, spouse or domestic partner, children, step-children, siblings, step-siblings, aunts, uncles, grandparents, grandparents-in-law, and grandchildren of the employee. Generally, eligible employees shall receive two (2) days of paid Compassionate Leave, except in the following circumstances:

- a. One additional day of paid Compassionate Leave, for a total of three days, may be granted if the funeral is being held in a location greater than a 300 mile radius from the City of Pullman.
- b. Compassionate Leave of not more than two days may be granted to a trial employee upon the approval of his/her department head, or the City Supervisor.

19.02 Employees may request additional leave if more time is needed. If granted, such additional leave time shall be charged to sick or annual leave or leave without pay. At the employees' discretion, however, accrued compensatory time may also be used.

## **ARTICLE 20 - VACATIONS**

20.01 Employees covered by this Agreement shall accrue vacation leave by reason of tenure based on the following schedule of continuous service.

Years of Service	Annual Vacation Days	Annual Vacation Hours
1-5	12	96
6-10	15	120
11-15	18	144
16-20	21	168
21-25	24	192
Over 25	27	216

20.02 Accrued vacation shall be credited as earned vacation for each pay period of service in accordance with the schedule in 20.01 above. Employees who have been laid off or whose status has been reduced to on-call for more than one-half of a month pay period are not entitled to vacation accrual. Trial employees will be

eligible for vacation after six months. The trial period shall remain at one year. No trial employee shall be paid for accrued vacation in the event of resignation, termination, or death.

- 20.03 The maximum number of vacation credits that may be carried over from year to year is thirty (30) days. Vacation credits in excess of thirty (30) days shall be reduced to thirty (30) days on December 31 of each year. Under no circumstances (resignation, dismissal, retirement, health, mutual agreement, reduction in force, or for any other reason) shall an employee separating from City service be compensated for more than the maximum allowable 240 hours.
- 20.04 The days of vacation shall be consecutive, unless a split vacation is agreeable to the Employer. Vacation dates are distributed on a first-come, first-serve basis. Vacation scheduling will be subject to operational needs. Vacation requests must be submitted a minimum of 21 days in advance.
- 20.05 Vacation accrual rate will be semi-monthly.
- 20.06
- a. Regular part-time employees working twenty (20) or more hours per week shall receive vacation benefits on a pro-rata basis.
  - b. Employees signing "not signing but available for work" will accrue vacation time one hour for every 25 hours worked during major reduced services such as summer and winter breaks.
- 20.07 If vacation plans fall through and the employee chooses not to take the time off, he/she must notify the scheduling supervisor before the schedule is put out to pull their time-off request and work their normal shift. If they cancel their time-off request after the schedule is put out, they will not be able to work their normal shift, but will be given the opportunity to work other work as it becomes available. Other work will be offered on a seniority basis.
- 20.08 Transit employees may use vacation time or compensatory time while transit is in a reduced status during Thanksgiving break, winter, and Spring break at their defined employee classification rate.
- a. Drivers signing for shifts with a School District route may use vacation, comp time, or the Employee's personal holiday to cover lost hours due to School District scheduled/unscheduled closures, early release, spring, and holiday breaks.
- 20.09 A calendar with the updated vacation schedule shall be available on the company computer weekly.

Trainers, dispatchers, customer service representatives, and bus washers shall choose from separate vacation lists than the drivers. Trainers and Bus Washers shall not be subject to the 21-day rule, but rather shall provide 7 days notice.

The City agrees to provide the schedule two weeks in advance with the Union's agreement that vacation requests be made a minimum of 21 days in advance as per 20.04, except in emergency situations.

## **ARTICLE 21 - SICK LEAVE**

21.01 Regular full-time employees will accumulate sick leave at a rate of one day (eight hours per month or four hours per pay period) for each calendar month of service. Sick leave accumulated in one year may be carried over to succeeding years to a maximum of eight hundred (800) hours. Regular part-time employees working twenty (20) or more hours per week shall receive sick leave benefits on a pro-rata basis. No compensation for accrued sick leave shall be paid at the termination of employment.

21.02 Sick leave shall not accrue during leaves of absence without pay or layoffs, except employees who work on-call during layoff, will receive one(1) hour of sick leave per 25 hours worked.

### **21.03 Availability**

- a. Employees are entitled to use their accrued, unused paid sick leave beginning on the first day of the pay period after it is earned.

### **21.04 Authorized Uses of Paid Sick Leave - Care of the employee or the employee's family member**

- a. Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member (definition below) for:
  - i. Mental or physical illnesses, injuries, or health conditions;
  - ii. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
  - iii. The need for preventive medical care.
- b. For the use of paid sick leave for an employee's family member, family member is defined as:
  - i. A child. Including a biological, adopted, 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;
  - ii. A parent. Including a 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;
  - iii. A spouse;
  - iv. A registered domestic partner;
  - v. A grandparent;
  - vi. A grandchild; or
  - vii. A sibling.

### **21.05 Closure of the company or the employee's child's school or place of care.**



- a. Employees may use their accrued, unused paid sick leave when The City of Pullman has been closed by order of a public official for any health-related reason; or
- b. When an employee's child's school or place of care has been closed by order of a public official for any health-related reason.
  - i. Please see the definition of "child" in the previous section.

21.06 To address issues related to domestic violence, sexual assault, or stalking.

- a. Employees may use their accrued, unused paid sick leave to:
  - i. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
  - ii. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
  - iii. Attend health care treatment for a victim who is the employee's family member;
  - iv. Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
  - v. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
  - vi. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
- b. For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:
  - i. Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

21.07 Reasonable Notice for use of Paid Sick Leave.

- a. If an employee's absence is foreseeable, the employee must provide the City with notice at least (10) days, or as early as possible, before the first day of paid sick leave is used.
- b. If an employee's absence is unforeseeable, the employee must contact his/her immediate supervisor as soon as possible but no later than one (1) hour before the employee's required start time.
- c. If an employee is unable to give advance notice because of an emergency or unforeseen circumstance related to the employee or the employee's family member, the employee or a designee must give oral or written notice

to the employee's supervisor no later than the end of the first day that the employee takes such leave.

21.08 Paid Sick Leave Increments of Use

- a. The City of Pullman requires employees to use paid sick leave in increments of 15-minutes.

21.09 Verification of Absences Exceeding Three Days.

- a. If an employee is seeking to use or has used paid sick leave for authorized purposes for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide the City with verification that establishes or confirms that the use of paid sick leave is for an authorized purpose. Verification must be provided with ten (10) days of the first day an employee use of paid sick leave to care for themselves or a family member that exceeds three consecutive working days.
- b. Employees are not required to provide any details concerning the specific nature of the health condition in order to use paid sick leave, unless otherwise claiming coverage under Family Medical Leave or other applicable law.
- c. When an employee or the employee's family member is sick for more than three (3) consecutive days for which the employee is required to work, acceptable verification may include:
  - i. A doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or an employee's family member (required for Family Medical Leave coverage); or
  - ii. A written or oral statement from the employee indicating that the use of paid sick leave is necessary to take care of themselves or a family member.

21.10 Verification of Absences relating to domestic violence, sexual assault or stalking.

The employee's choice of any of the following documents or any combination thereof satisfy this certification requirement.

- a. A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues;
- b. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
- c. Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
- d. A court order of protection;
- e. Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim:
  - i. An advocate for victims of domestic violence, sexual assault, or stalking;

- ii. An attorney;
- iii. A member of the clergy; or
- iv. A medical professional.

Verification must be provided in a timely manner. In the event that advance notice of the leave cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, verification must be provided to the employer within a reasonable time period during or after the leave.

- 21.12 Unreasonable Burden or Expense for Verification. If an employee believes that obtaining verification for use of paid sick leave would result in an unreasonable burden or expense on the employee, the employee must contact the Human Resources Manager orally or in writing. The employee must indicate that the absence is for an authorized purpose, and explain why verification would result in an unreasonable burden or expense on the employee.

Within 10 calendar days of receiving the employee's request, the Human Resources Manager will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense.

Possible options may include, but are not limited to:

- a. Company-provided transportation;
- b. Sharing the cost of getting a note from a medical provider;
- c. Providing a note of explanation in lieu of other forms of verification; or
- d. Exempting the employee from the verification requirement based on the explanation provided.

The City of Pullman may choose not to pay an employee for paid sick leave taken for such absences until verification is provided.

An employee has the right to contact the Public Works Director if the employee believes the proposed alternative still results in an unreasonable burden or expense.

- 21.13 Rate of Pay for Use of Paid Sick Leave. Employees must be paid their "normal hourly compensation" for each hour of paid sick leave used. "Normal hourly compensation" is the hourly rate that an employee would have earned for the time during which the employee used paid sick leave.

- 21.14 Carryover of Accrued, Unused Paid Sick Leave to the Next Year.

- a. Carryover Requirements
  - i. Accrued, unused paid sick leave balances of 800 hours or less must carry over to the following year.
  - ii. For example, if an employee has 825 hours of accrued, unused paid sick leave at the end of the year, 800 hours must carry over to the following year.
  - iii. If an employee carries over unused paid sick leave to the following year, accrual of paid sick leave in the subsequent year would be in

- addition to the hours accrued in the previous year and carried over.
- b. Definition of Year. The accrual year is January 1 – December 31.

#### 21.15 Separation and Reinstatement

- a. Separation. If an employee separates from employment, there will not be financial or other reimbursement to the employee for accrued, unused paid sick leave balances available at the time of separation.
- b. Reinstatement of Paid Sick Leave Hours Upon Rehire.
  - i. The City of Pullman will reinstate an employee's previously accrued, unused paid sick leave if it rehires an employee within 12 months of separation.
  - ii. If the period of time an employee separates from employment extends into the following year (see definition under "Definition of Year"), an employer is not required to reinstate more than 40 hours of accrued, unused paid sick leave.
  - iii. Upon rehire, The City of Pullman will provide notification to the employee of the amount of accrued, unused paid sick leave available for use by the employee.

#### 21.16 Retaliation Prohibited by Law

- a. Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed. The City of Pullman will not discriminate or retaliate against an employee for the lawful exercise of Minimum Wage Act rights.
- b. The City of Pullman may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.
- c. If an employee feels they are being discriminated or retaliated against for the exercise of their Minimum Wage Act rights, the employee may contact the human resources office. If an employee is not satisfied with the City's response, the employee may contact the Washington State Department of Labor & Industries.

### **ARTICLE 22 - FAMILY LEAVE**

The employer agrees to abide by the federal Family and Medical Leave Act and the Washington Family Leave Act (RCW 49.78) and their amendments. In addition, where the Acts conflict, the Act with the most generous benefit will be afforded the employee.

### **ARTICLE 23 - WORKERS' COMPENSATION/STATE INDUSTRIAL COVERAGE**

- 23.01 Regular or full-time employees and part-time employees working twenty (20) or more hours per week who must be absent from work due to an incident for which they are eligible to receive coverage from the Washington State Department of Labor and Industries shall mark "SI" on their timesheets for those days (hours) missed. During the period between the time an employee files a claim and the time L & I makes a determination concerning coverage, sick leave and then vacation time (if eligible) shall be used to cover until these two resources are exhausted. If L & I makes a determination that the claim is valid and provides coverage back to the date of the incident, the sick leave and/or vacation time



expended shall be credited back to the employee's account. Such crediting back of sick leave and/or vacation shall only take place, and further benefits can only be provided, if the employee reimburses the Employer with the amount received from L & I. Such reimbursement must be made within three days of the receipt of the L & I check. Failure to do so may result in legal action by the State for dual compensation and/or disciplinary action by the Employer. Once the initial period of coverage has been rectified from an accounting perspective, the employee may select one of the following options:

23.02 The employee may be placed on Leave Without Pay Status and receive L&I's Workers' Compensation payment while on injury leave. If the employee elects this option, then any leave charged the employee for time loss before L&I's determination, shall be credited back to the employee's leave balance, as noted above.

23.03 The employee may receive his/her full salary, including any premium pay being paid at time of injury, until such time as the employee exhausts all his/her available sick or annual leave provided that:

- a. The employee repays the City the amount covered by Workers' Compensation within three (3) business days of receiving payment from L&I; and,
- b. The employee has a positive leave balance. The difference between L&I's payment and the employee's salary shall be charged to the employee's sick leave and/or annual leave. An eligible employee may, however, choose to use any compensatory time he/she has accrued.
- c. Once the employee exhausts all available paid leaves, then he/she shall be placed on Leave Without Pay and shall only draw Workers' Compensation from L&I.

The maximum period of coverage that any employee may receive under this benefit is six calendar months from the date of the incident. After the six-month period, the employee shall receive no further contract benefits. During the two-year period following the incident, a fully rehabilitated employee shall retain bumping rights to return to his/her previous position.

## **ARTICLE 24 - MEDICAL AND DENTAL INSURANCE**

24.01 For the term of this Agreement, the Employer agrees to:

- A. Under AWC Health First \$250 Deductible plan, contribute 100% for Employee only coverage and 80% of the premiums for all eligible dependents medical insurance and 100% of the premium for dental, and vision insurance. Employees will be responsible for 20% of the cost of the premiums for dependent medical insurance coverage. Health and dental insurance shall be provided by AWC
- B. Under AWC Health First High Deductible, contribute 100% for Employee and all eligible dependents medical insurance and the City will contribute 50% of

the premium savings (of the difference between the Health First premiums and the High Deductible premiums) into an HSA for employee use.

- C. Under AWC Kaiser Permanente \$200 Deductible/\$20 co-pay plan, contribute 100% for Employee and all eligible dependents medical insurance.

The Employer will provide medical, dental, and vision coverage for each eligible Employee and their dependents for the life of the agreement. The Employer will pay 100% of the premium for AWC Delta Dental and City of Pullman self-insured Vision coverage. (See attached plan descriptions) In addition, term life insurance of \$15,000, accidental death and dismemberment insurance of \$15,000, and short-term disability and shall be provided by the Employer. Eligible Employees shall be responsible for a \$20 co-pay where applicable. In addition, there will be a co-pay on generic and brand-name prescription drugs.

24.02 Regular half-time, three-quarter time, or extra board employees shall pay proportionate share of the applicable premium based on their employment status. Half-time and extra board employees will be considered the same for purposes of benefits.

24.03 For transit employees, whose status over the summer is either laid-off or a reduction in hours, the City will pay their insurance premium for up to three months, at the same rate it pays during the regular school year, provided the employee returns to work in the fall. Employees seeking coverage must sign a statement agreeing to reimburse the City should they fail to return to regular employment status, and maintain their status for a minimum of thirty (30) days. Employees must remit to the Finance Department their portion of the insurance premium, if any, on or before the last business day of the month prior to the month in which it is due. For purposes of this section, regular employment status will mean full-time, three-quarter time, half-time, or "extra board."

24.04 The Employer retains the right to change insurance carriers as long as the basic coverage provided is not lowered. Regular part-time employees, including extra board, desiring health benefit coverage shall continue to pay a proportionate share of the applicable insurance premiums based on their employment status.

24.05 In order to receive incentives from AWC for the City achieving "Well City" status, bargaining unit members may take an active part in participating in City Wellness programs and activities.

24.06 The City does not permit duplication of coverage when spouses or domestic partners are both employed by the City. In such instances, an individual employee may insure himself or herself, and the spouse or domestic partner may insure any eligible dependents other than the insured spouse or domestic partner. Children may not be covered on both plans.

24.07 Supplemental insurance may be offered by the Union and paid through payroll deduction by the employee.

## **ARTICLE 25 - DISCIPLINE/DISCHARGE**

- 25.01 The Employer shall not discharge, suspend, or discipline any employee without just cause. Discipline up through written warning is not subject to arbitration as set forth in Article 17. Disciplinary actions, less than the level of suspension, and which are included in an employee's personnel file, will not be considered for disciplinary purposes after one (1) year except for disciplinary actions which involve gross misconduct, harassment, alcohol, or drug use.
- 25.02 The Employer agrees to notify the Union in writing of the discharge, suspension, or discipline of any regular employee.
- 25.03 The employee shall have the right to a hearing regarding a suspension or discharge if she/he requests same within five (5) days after notification of suspension or discharge. The employee may request Union representation.
- 25.04 New hire trial employees may be discharged or suspended at the discretion of the Employer, without recourse through the grievance and arbitration procedure of this Agreement. Such trial employees shall have the right to a hearing per 25.03 of this Article.
- 25.05 All employees, excluding trial employees, suspended or discharged shall have the right to process their suspension or discharge through the arbitration process of this Agreement covered in Article 17.
- 25.06 Employees shall be given an opportunity to sign all written requirements to acknowledge receipt of same provided it is not interpreted to mean that employees agree or disagree with said reprimands.

## **ARTICLE 26 - SENIORITY**

- 26.01 Seniority shall be defined by the length of continuous service as a regular employee with the Employer and shall be determined by the latest date of hire. Seniority shall be determined separately for each job classification.
- 26.02 The following conditions apply:

Continuity of service shall be broken and seniority shall terminate

- a. by resignation.
- b. by discharge for just cause.
- c. by failure to return to work from layoff within five (5) working days from date of return receipt certified letter to the employee's last known address.
- d. by absence without approved leave for three (3) consecutive scheduled working days.

Continuity of service shall not be broken and seniority shall not terminate

- a. by layoff not to exceed one (1) year.

- b. by approved leave of absence.
- c. by leave of absence to serve in the Armed Forces of the U.S. as provided by law.
- d. by absence due to an authorized vacation.
- e. by leave of absence to serve as an official of the Union.
- f. by promotion to a supervisory position with the Employer.

26.03 Layoff and Recall. The Employer shall be the sole determinate of when layoffs are necessary and which classification the layoffs will occur within.

- a. Seniority by classification shall be observed with regard to all layoffs and recalls.
- b. When forces are reduced, employees shall be laid off by classification in inverse order of their seniority.
- c. Employees shall be recalled in the reverse order of layoff, provided that the employee can do the available work.
- d. Notice of recall shall be sent to the employee's last known address by certified return receipt mail. If an employee fails to report for work within five (5) working days from the date of return receipt, he shall be considered to have quit and the employee's name shall be removed from the seniority list.
- e. Employees who have been selected for layoff shall have the right to bump back into a previously held classification, providing the employee is otherwise qualified and providing at the time of bumping they have greater classification seniority, in the classification they are attempting to bump into, than the individual who would be displaced as a result of the bumping.

If an employee's failure to report for work is due to an excused illness or injury, said employee may retain seniority and recall rights. It is recognized that the Employer may require the substantiation of the illness or injury.

26.04 Benefits shall not accrue or continue during layoff, except as outlined in 20.06b and 21.02.

26.05 All Trainers, Dispatchers and Customer Service Representatives shall be removed from the Drivers' Seniority list and placed into a separate list governing Trainers, Dispatchers, and Customer Service Representatives.

26.06 All new regular full-time and part-time employees with have a trial period of one (1) year. New hire trial employees may be discharged or suspended at the discretion of the Employer, without recourse through the grievance and arbitration procedures of this agreement. Such trial employees shall have the right to a hearing per 25.03 of this Agreement. The trial period may be extended by the



number of actual work days missed whenever excused leave of absence(s) without pay exceeds 14 cumulative work days.

An existing employee who accepts a new position/classification will serve a trial period of six (6) months from date of movement to the new position /classification. Should such employee fail to meet the requirements of the new position/classification during this six-month trial period in the sole determination of the City, the employee will be returned to their previously held position /classification. Personnel returning to their former position will be credited with all seniority earned in their former position for a period of six months from the date they were promoted.

Employees will not be returned to their previous position if the failure of the trial period was for other than performance issues, but rather will be subject to discipline up to and including termination. Personnel voluntarily returning to their former position after the six-month period will move to the bottom of the seniority list of their previous position.

During the six-month trial period, the determination of whether or not an employee has met the requirements of the trial period and the decision of reversion are not subject to appeal through the grievance procedure.

#### **ARTICLE 27 - TOOLS AND SAFETY EQUIPMENT**

- 27.01 The Employer agrees to reimburse employees up to \$400 annually for the replacement of employee furnished tools and safety equipment. Reimbursement requests shall be submitted in October of each year and must be documented by receipts. The City shall maintain insurance coverage for ERD employees' tools; however, a complete certified inventory will be required prior to the beginning of coverage.
- 27.02 The Employer agrees to replace worn-out, lost, or stolen tools required for on-the-job performance. At its option, the City may reimburse the employee the cost of the tool(s) with the appropriate receipts.

#### **ARTICLE 28 – UNIFORMS**

- 28.01 The Employer shall furnish uniforms, at no cost to the Employee. Under the current vendor contract, employees will be issued between 5 and 11 shirts and one jacket. Drivers between 9 and 11 pants and/or shorts and the vendor will launder the uniforms weekly. If the vendor contract is terminated, or expires and is not renewed (or not renewed with another vendor), the Transit Division shall furnish uniforms as outlined below at a minimum at no cost to the employee, and employees will be required to maintain them.

5 Shirt  
5 Pants or shorts (DRIVER'S ONLY)  
1 Jacket  
1 Fleece  
Hats (ball cap, stocking cap, beanies)

Transit employees are responsible for the cost of Brown, black or gray shoes. All issued uniforms items that are lost by the employee will be replaced at cost to the employee.

b. All transit employees may wear 'Cougar' clothing on days of home WSU football games, or any Friday year-round. Items that can be worn are WSU shirts, sweatshirts, coats, and hat. All items must be an official version of WSU gear, with a WSU logo. Items may not be torn, offensive and must be appropriate for the job. Personal jeans or slacks may also be worn on Friday but must not be dirty, torn and must be appropriate for the job. If a driver wears shorts on Friday, they must be transit issued. Personal shorts are not allowed. If the employee chooses not to wear Cougar gear, they are expected to be in their normal transit issued uniform.

28.02 ERD mechanics, as well as the bus washers, will be provided coveralls and one winter jacket upon hire, not to exceed \$150. Coveralls will be cleaned, repaired, or replaced as needed at employer expense. In addition, the ERD mechanics and bus washers will be credited up to \$150 plus tax for the purchase of work boots (employees will be able to purchase specialized boots or have existing boots repaired). Employees choosing to request reimbursement for the purchase of work boots will be required to wear them when they are working. A request for reimbursement for the purchase of one pair of boots can be made only once per year. The request for reimbursement must be made in April or October and must be documented by a receipt. Unused boot allowance may be carried into subsequent years. Maximum accrual shall be four hundred and fifty dollars (\$450) per employee. Employees must work a minimum of six months in order to qualify for the reimbursement.

## **ARTICLE 29 – BUS PASSES**

Bus passes will be issued, free of charge and upon request, for employees and dependents. Dependents include spouses, domestic partners, and/or children.

## **ARTICLE 30 - RIGHTS OF THE PARTIES**

30.01 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of City of Pullman Transit or any part of City of Pullman Transit. The Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

30.02 There shall be no strikes, work stoppages, slowdowns, picketing, lockouts, or any other restriction of work during the term of this Agreement. The Union recognizes and agrees that disciplinary action, including discharge, may be taken by the Employer at its discretion against any employee or employees engaged in a

violation of this section. Such disciplinary action may be undertaken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies which may be available to the Employer.

30.03 Nothing in this Article or any part of this Agreement is intended to restrict the sole authority of the Employer to determine the financial necessity of service reduction, the form of the reduction, and the duration of the layoff.

30.04 The employer agrees to notify the President/Business Agent of ATU Local 1015 by certified mail, thirty (30) days in advance of the Employer's intent to change or implement any new or existing policy.

## **ARTICLE 31 – CONTRACTING OUT**

It is understood by both parties that any contracting out of traditional bargaining unit work will require that negotiations be conducted between the City of Pullman and the Union and that an agreement be reached.

## **ARTICLE 32 – AUDIO/VIDEO AGREEMENT**

The parties agree that no recording device or GPS reports will be used by any manager, supervisor, or employee against any ATU member for the purpose of finding misconduct or issuing of discipline, referred to by both parties as “targeted surveillance” or “fishing”, except where there is an initiating event such as a complaint, accident, incident, or infraction which occurs. The Employer will fast forward through the recording until the triggering complaint/incident, and will then retain the recording thirty (30) seconds prior to the incident through thirty (30) seconds after the completion of the incident. For accidents, the Employer will fast forward through the recording until the accident, and will retain the recording one (1) minute prior to the accident through thirty (30) seconds after the driver is released from the scene.

Staff considers all materials generated by the DVR system as confidential. Staff will review materials under certain situations, such as, but not limited to:

- Accidents
- Incidents
- Investigations of misconduct
- Operator requests
- Passenger complaints
- Processing a public records request
- Police requests
- Safety Violation Complaints

The parties further agree that any audio record of a “protected” Union Member conversation shall not be used by any manager in a manner that would be construed to be “targeted surveillance” or “fishing” except where there is an initiating event such as a complaint, accident, incident, or infraction.

The Union agrees to caution its stewards, officers, agents, and members to exercise due diligence in protecting the Local's interest and the interests of its members.

It is further understood by both parties that the installation of the above-mentioned equipment is designed as a safety measure to protect the interest of the City, Union, employees and clients of Pullman Transit. It is not being installed for the explicit desire to cause undue harm to the Union or its members, or for any other reason. However, these enhancements may at times be used to determine what exactly did happen in the event of an incident such as, but not limited to, a complaint, accident, assault, injury while in the performance of their duties.

### **ARTICLE 33 - CDL MEDICAL EXAMS**

- 33.01 The employee must see a physician that is certified to perform a federally-approved CDL physical.
- 33.02 The cost associated with the employee using their own medical provider or other certified physician for the CDL physical may be direct-billed to the City of Pullman for the actual cost of the CDL physical up to, but not more than the fee schedule of the City's provider (currently \$168 at Palouse Medical);. The employee is responsible for all costs billed above the city's provider.
- 33.03 City of Pullman is not responsible or liable for any issues or complications that may arise relating to the renewal of an employee's CDL or associated medical exam because of the use of a non-certified provider. Nor, will an employee be allowed to report to work without a valid CDL due to any issue relating to the inability to renew the license or medical exam.
- 33.04 An employee may be medically required to receive more than one physical per calendar year; however, the City of Pullman will not pay for physicals more than once every ten months and documentation must be provided to explain the need for two physicals in a Calendar year.
- 33.05 Transit management will provide each transit employee a written reminder of pending CDL or physical card expirations at least one month prior to actual expiration date. Employees will schedule and attend their own appointments, and ensure both license and physical are renewed prior to the credential's expiration date.

### **ARTICLE 34 - DURATION**

This Agreement shall be effective January 1, 2022, except as otherwise indicated in this Agreement. The Agreement shall remain in full force until December 31, 2024, and shall remain in effect during the course of negotiations on a new contract.

### **ARTICLE 35 – SAVINGS CLAUSE**

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full



force and effect. Such invalid terms and conditions will be reconsidered and re-negotiated by the parties within thirty (30) days of the effective date of any such rules, regulations, or orders.

### **ARTICLE 36 - ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions. Collective bargaining on any subject, whether included in this Agreement or not, is closed for the term of this Agreement.

City of Pullman, Washington

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

City Administrator

Amalgamated Transit Union

Local No. 1015

  
\_\_\_\_\_

President/Business Agent

  
\_\_\_\_\_

Shop Steward

DATE: 11/30/22

