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**Union** ATU (Amalgamated Transit Union) AFL-CIO

**Local** Local Division 1384

Occupations Represented
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**Bargaining Agency** Intercity Transit of Olympia, WA

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**Full text contract begins on following page.**

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AGREEMENT

Between

INTERCITY TRANSIT

of

OLYMPIA, WASHINGTON

and

AMALGAMATED TRANSIT UNION

LOCAL DIVISION 1384

AFL-CIO

for the period

JANUARY 1, ~~1999~~**2000** THROUGH DECEMBER 31, ~~1999~~ 2002

*PRINTED ON RECYCLED PAPER*

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# **AGREEMENT**

**Between**

**INTERCITY TRANSIT  
of  
OLYMPIA, WASHINGTON**

**and**

**AMALGAMATED TRANSIT UNION  
LOCAL DIVISION 1384  
AFL-CIO**

## **PREAMBLE**

**(PREAMBLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

THIS AGREEMENT, made and entered into this 1st day of January ~~1999~~ **2000**, by and between INTERCITY TRANSIT, Olympia, Washington, hereinafter known as the Employer, and the AMALGAMATED TRANSIT UNION, LOCAL DIVISION 1384, AFL-CIO, hereinafter known as the Union.

## **ARTICLE I - RECOGNITION**

### **(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

- A. The Employer recognizes the Union as the appropriate collective bargaining representative for coach operators, van operators, and customer service representatives working in classifications listed in Appendix A of this Agreement.

Van Operator shall be defined as those employees operating vehicles less than 25 feet in length and having a passenger seating capacity of 19 or less; provided however, it is agreed that the 25 feet in vehicle length refers to the dimensions of the body design of the vehicle exclusive of bumpers; and that in the interests of safety, vehicle protection devices (for example Help bumpers) may be installed by the Employer as long as the body design does not exceed 25 feet in length.

- B. It is further agreed that supervisors and confidential employees are specifically excluded. Supervisory personnel will not perform bargaining unit work when bargaining unit employees are available; provided however, it is understood that the supervisory personnel of the Customer Services Division will perform bargaining unit work. The Employer agrees not to use supervisory personnel for the purpose of avoiding overtime costs.
- C. The Employer agrees to meet and deal with the duly accredited representatives of the Union on all questions arising between the Employer and the Union.
- D. The Union agrees to notify the Employer in writing of the duly accredited representatives and committees representing the Union immediately upon their election or appointment to such offices.



## **ARTICLE II - UNION SECURITY**

### **(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

- A. All employees within the scope of this Agreement shall become members of the Union within thirty (30) days from the date of certification of successful completion of training and shall remain members in good standing as a condition of continued employment with the Employer. The Employer agrees to provide each new employee with written notice of the provisions of this Section of the Agreement within five (5) days from the date of certification and further, to furnish a copy of such written notice to the Union.
- B. Upon receipt of a written, signed authorization, the Employer will deduct, in the manner provided by law, union dues and assessments from wages of employees working under this Agreement. The amount so deducted shall be mailed to the Union each month.
- C. Objections by any employee to joining the Union which are based on bonafide religious tenets or teaching of a church or religious body of which an employee is a member shall be observed. Any such employee shall pay an amount equal to regular union dues and initiation fee to a non religious charity or to another charitable organization mutually agreed upon by such employee and the Union. The 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 the recipient of this payment, the Department of Labor and Industries shall designate the charitable organization.
- D. The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE III - UNION ACTIVITIES**

### **(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

- A. The Employer agrees that no employee will be discriminated against because of their affiliation or activity in the Union.
- B. No Union member or officer shall conduct any Union business on Employer time.
- C. 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 representatives obtain advance permission from the Employer's General Manager or the General Manager's designee, notifies the General Manager or the General Manager's designee of the reason for their presence, and does not interfere with normal operations.
- D. An employee elected to or appointed to a full-time Union office shall, upon written request to the Employer, be granted a leave of absence without pay for the purpose of fulfilling the duties of their elected or appointed office.

Such leave of absence shall be subject to the following provisions:

- 1. An employee shall accrue seniority during the leave of absence and shall be reinstated to their former position with the Employer upon completion of the employee's term of office.
- 2. An employee shall retain any available sick leave hours and available vacation leave hours the employee had on record with the Employer at the commencement of the leave of absence; provided however, the employee shall not accrue sick leave hours or vacation leave hours during the leave of absence period.
- 3. If permitted by State and/or Federal law, the Union and/or the employee shall be allowed to make contributions to Employer sponsored retirement plans, such as the Washington State Public Employees' Retirement System, the ICMA 457 Plan, and the 401(k) Retirement Plan, in accordance with the plans' rules and regulations. In such cases, such leave of absence may be designated as paid leave when agreement is made in cases where the Employer is reimbursed monthly by the Union and/or the employee for salary, retirement contributions, and any other related costs incurred by the Employer. It is understood that the Employer shall not make nor be held liable for any portion of the allowed contributions.
- 4. If permitted by the Employer's insurance carrier, the Union and/or the employee shall be allowed to pay the premium cost for health related insurance coverage in accordance with the insurance carrier's rules and regulations; provided however,

the Employer shall not make nor be held liable for any portion of the premium cost for said health related insurance.

Further, the Union and/or the employee shall indemnify and hold the Employer harmless from any and all claims or suits made against any insurance carrier regarding disagreement with said carrier relating to a claim and/or coverage.

5. Except as specifically addressed in this Section, the employee shall not be eligible to apply for nor receive any other Employer provided benefits during such a leave of absence.

## **ARTICLE IV - UNION BULLETIN BOARD**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

The Employer agrees that the Union may maintain in employee report areas, a bulletin board for their exclusive use where notices pertaining to meetings, social events, and information of general interest to Union members may be posted. The Employer agrees to provide said bulletin board. The Union agrees that the bulletin board will not be utilized for inflammatory or political purposes.

## **ARTICLE V - COPE CHECK-OFF LANGUAGE**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

The Employer agrees to deduct and transmit to the treasurer of the Amalgamated Transit Union Local Division 1384 for transmission to the Amalgamated Transit Union Committee on Political Education, (ATU-COPE), the amounts specified by each employee from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the ATU-COPE. These transmittals shall occur semi-monthly or monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

## **ARTICLE VI - STRIKES AND WORK ACTIONS**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

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 Article. 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.

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

### **(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

- A. 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 INTERCITY TRANSIT or any part of INTERCITY 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 and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:
1. To direct and supervise all operations, functions, and policies of INTERCITY TRANSIT in which the employees in the bargaining unit are employed.
  2. To close or liquidate an office, branch, operation or facility or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
  3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
  4. To establish, revise, and implement standards for hiring, classifications, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral or written work rule, existing or future.
  5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
  6. To create shifts, workdays, and hours of work and work locations.
  7. To designate and to assign all work duties.
  8. To introduce new and revise existing duties within the unit.

9. To determine the need for and the qualifications of new employees, transfers, and promotions.
  10. To discipline, suspend, demote, or discharge an employee.
  11. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the Employer.
- C. The rights of employees in the bargaining unit and the Union hereunder are limited to those set forth in this Agreement.
- D. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

## ARTICLE VIII - GRIEVANCE PROCEDURE

### (ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)

- A. **Purpose:** 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 procedure, and there shall be no suspension of work or interference with the operations of the Employer.

Prior to formal grievance procedures starting, the Employer and the Union will meet to define the issue under question and by sharing information and joint fact finding, attempt to resolve the issue. This guideline will be used at each level of the formal grievance.

- B. **Time Limits:** Any and all time limits specified in the grievance procedure may be waived by written mutual agreement of the parties.

Failure of the employee or the Union to submit the grievance in accordance with the time limits specified without such waiver shall constitute abandonment of the grievance. If the Employer fails to meet or answer the grievance in accordance with the time limits specified without such waiver the grievance shall immediately advance to the next step in the grievance process.

A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee stating that the matter has been resolved.

- C. **Definition and Steps:** For the purpose 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.

#### **STEP 1: Department Director**

In the event of any dispute or grievance involving the true interpretation of this Agreement, the matter shall first be submitted in writing within fifteen (15) calendar days of the occurrence of the event which gives rise to the grievance by the individual affected or through their Shop Steward, to the employee's department director, or the director's designee.

The employee's department director, or the director's designee, shall attempt to satisfactorily settle the grievance within ten (10) calendar days from the date of receipt of the employee's Step 1 grievance. No grievance shall be settled without the knowledge of the Shop Steward.

Step 1 will include the following:

- a. statement of the grievance and relevant facts;
- b. the specific provision(s) of the Agreement violated; and
- c. the remedy sought.

**STEP 2: General Manager**

In the event the grievance cannot be settled at the Step 1 level as defined above, it shall be submitted in writing within ten (10) calendar days from the date of the department director's, or the director's designee's, Step 1 reply, by the Shop Steward to the Employer's General Manager and the Business Agent of the Union.

The written submission of a Step 2 grievance shall include the reasons for dissatisfaction with the department director's, or the director's designee's, solution.

The Employer's General Manager shall attempt to satisfactorily settle the grievance within fifteen (15) calendar days from the date of receipt of the Step 2 grievance. The General Manager and the Union Representative will try to jointly agree to settle or abandon the grievance at this step. If no agreement is reached they will decide whether to submit the grievance to mediation or formal arbitration as defined below.

**PERC MEDIATION SERVICES:** In the event the grievance is not settled at the Step 2 level as defined above, the written grievance may be submitted to mediation through the Public Employment Relations Commission (PERC) within fifteen (15) calendar days from the date of receipt of the Step 2 response. Both the Employer and the Union must agree to utilize PERC mediation services. If there is no agreement, either party may submit the grievance to arbitration in accordance with Step 3 as defined below.

In the event the grievance is submitted to mediation and the recommendations of the mediator are not acceptable to either party, either party may request arbitration in accordance with Step 3 as defined below.

**STEP 3: Board of Arbitration**

In the event that such dispute cannot be settled at the Step 2 level as defined above, the written grievance shall be submitted to a Board of Arbitration to be selected as follows:

- a. The party demanding arbitration of the question or questions in dispute shall request the same in writing and name their arbitrator by the thirtieth (30th) calendar day after receipt of the written grievance by the General Manager. The other party shall within fifteen (15) calendar days after receipt of such request, name its arbitrator and notify the party demanding arbitration of its selection in writing. The two thus selected shall have a period of fifteen (15) calendar days in which to try to settle the dispute.

In the event that the two arbitrators are unable to agree upon a mutually satisfactory adjustment within that period, they shall try to agree upon a third arbitrator. In the



event of a disagreement and a selection not being made within fifteen (15) calendar days, such third arbitrator shall be selected by said arbitrators by process of elimination from a list of nine (9) submitted by the Director of the Federal Mediation and Conciliation Service, Washington, DC.

If one party requests arbitration, as herein provided, and the other party fails or refuses to name its arbitrator within fifteen (15) calendar days as herein provided, it shall forfeit its case and the demands of the other party requesting arbitration shall be deemed to have been granted.

- b. It shall be the function of the Board to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private, and shall include only such parties in interest and/or designated representatives. The Board shall render its decision within thirty (30) calendar days after such hearing. The power of the Board shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated.

The Board shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute its judgment on a matter or condition for that of the Employer where the Employer has not negotiated and limited its authority on the matter or a majority thereof, within these stated limits shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer beyond its jurisdiction.

Neither the Board nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

- c. Each party shall bear the expense of its own arbitrator and all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. The fees and expenses of the third arbitrator and the proceedings shall be borne equally by the parties. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- d. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the Board which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the Board which shall allow any alleged accruals prior to the date when such grievance shall have first been presented.

- e. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all

rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

- f. In the event the Board finds that it has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

## ARTICLE IX - DISCIPLINE

(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)

**Definitions: Active for Work**

For purposes of this Article "active for work" is defined as: All paid time being credited towards the specified period of time with the following exceptions:

1. Sick leave used to supplement a medical leave without pay beyond ten (10) consecutive calendar days will NOT be considered active for work.
2. Sick leave used to supplement an on-the-job injury beyond ten (10) consecutive calendar days will NOT be considered active for work.
3. Leave of absence without pay beyond ten (10) consecutive calendar days will NOT be considered active for work.
4. Time off from work due to an on the job injury will NOT be considered active for work.

A. Determining Level of Discipline

The Employer will determine the level of discipline for violations of Intercity Transit Policy.

B. Initiating Discipline

When the Employer is made aware of an incident or infraction that may result in an assessment of discipline, the Employer will do one of the following within fifteen (15) calendar days when the employee is "active for work":

1. Discipline the employee for the incident or infraction; OR
2. Notify the employee in writing that the incident or infraction is being investigated and could result in disciplinary action upon completion of the Employer's investigation.

**The fifteen (15) calendar day time limit will not include any time the employee is not available for work due to sick leave (paid or unpaid), vacation leave, or floating holiday leave.**

C. Scheduling Union Representation at Discipline Meetings

When a meeting with an employee has been requested by the Employer, and where there may be discipline involved, it is agreed that it is the responsibility of the affected

employee to request representation from their Shop Steward. If a Shop Steward is requested, the meeting will be scheduled for the next day, if necessary. If relief is required, it is the responsibility of the Shop Steward to request time-off.

#### D. Changing Disciplinary Status

~~The employee's disciplinary status at the Written Warning level can be changed by both the passage of time and whether the employee commits additional violations. In imposing a Written Warning, all violations and discipline steps prior to the Written Warning must occur in a twelve (12) month period when the employee was "active for work". Any Written Warning issued will remain in effect for twelve (12) months when the employee is "active for work", with the exception noted below pertaining to Late Reports.~~

~~If an employee does NOT commit another violation during the twelve (12) month Written Warning period when the employee is "active for work", the employee will no longer be in a disciplinary status and the disciplinary documentation will be retired from the employee's personnel file. If the employee commits another violation, the employee may be placed in the next level of discipline. The employee will remain in that category of discipline for twelve (12) months when the employee is "active for work" unless the next level of discipline resulted in termination.~~

~~If an employee does NOT commit another violation during the twelve (12) month period at the next level of discipline above the Written Warning, the employee will no longer be in a disciplinary status and the disciplinary documentation will be retired from the employee's personnel file. If the employee commits another violation, the employee may be placed in the next level of discipline which may include dismissal. However, with regard to discipline for an employee's traffic safety record, the Employer may take into account violations that occurred within the preceding thirty-six (36) months when the employee was "active for work".~~

**The employee's disciplinary status at the Written Warning level and above can be changed by both the passage of time and whether the employee commits additional violations.**

#### **Disciplinary Practice Specific To Category A and B Violations**

**Any Category A or B violation issued, which does not result in the employee's termination, will remain in effect for twelve (12) months when the employee is "active for work."**

**If the employee does NOT commit another violation during the twelve (12) month period, the employee will no longer be in a disciplinary status and the disciplinary documentation will be retired from the employee's personnel file. If the employee commits another violation, the employee may be placed in the next level of discipline which may include dismissal. The employee will remain in that**

category of discipline for twelve (12) months when the employee is “active for work” unless the next level of discipline resulted in termination. However, with regard to discipline for an employee’s traffic safety record, the Employer may take into account violations that occurred within the preceding thirty-six (36) months when the employee is “active for work.”

Disciplinary Practice Specific to ~~Late Reports~~ Category C Violations

1. Operators:

**In imposing a Written Warning, all violations and discipline steps prior to the Written Warning must occur in a twelve (12) month period when the employee is “active for work.”** A Written Warning will remain in effect as long as there are three (3) infractions within the previous twelve (12) months when the employee was “active for work.” When there are fewer than three (3) infractions within the previous (12) months when the employee was “active for work,” the disciplinary status will revert to the next lower discipline status.

**If the employee commits another violation during the Written Warning period, the employee will be placed in the next level of discipline. The employee will remain in that category of discipline for twelve (12) months when the employee is “active for work” unless the next level of discipline resulted in termination.**

2. Customer Service Representative:

The Employer and the Union agree that the Attendance/Late Report Policy signed on ~~April 24, 1998~~ **November 30, 1999** will remain in effect for Customer Service Representatives.

**E. Employee Mandatory Assessment**

**When an employee receives a Category A or B discipline which does not result in the employee’s termination, OR when the employee receives a Category C Decision-Making Leave discipline, the employee will be required to attend and participate in a mandatory assessment. The assessment provider (the Employer’s medical representative or employee assistance representative) will be paid for and determined by the Employer.**

**An employee may also be required to attend and participate in a mandatory assessment at lower levels of discipline provided the Employer and the Union agree to the employee’s attendance.**

#### **FE.**Reviewing Disciplines on File

An employee has the right to review both the personnel file maintained by Human Resources and the working file maintained by his/her Department.

#### **GF.**Appealing Discipline

An employee at the Written Warning level may request a review hearing by the General Manager. Written Warnings can be grieved up to, but excluding mediation and arbitration.

An employee cannot be disciplined without cause. An Employee may appeal his/her suspension or dismissal through the grievance procedure. For purposes of this Article, "Decision-Making Leave" is considered a form of suspension.

An employee serving in their initial probationary period may be dismissed within the probationary period with NO appeal of the dismissal. It is understood however, that a probationary employee has all right to the grievance procedure for all other actions. Probationary employees may request union representation at a dismissal hearing.

## ARTICLE X - PROBATION, RECLASSIFICATION, SENIORITY, AND REDUCTION IN FORCE

(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES; HOWEVER, THE CUSTOMER SERVICE REPRESENTATIVE LANGUAGE IS AT THE END OF THE ARTICLE)

### COACH AND VAN OPERATOR

#### A. PROBATION AND RECLASSIFICATION

An employee shall serve an initial probationary period consisting of six (6) consecutive months. The employee shall be off probation on the first day of the first pay period following the completion of the six (6) month period.

Reclassification: In regards to a regular change in classification from Van Operator to Coach Operator or Coach Operator to Van Operator, or in regards to a temporary change in classification from a Coach Operator to a Van Operator, the following shall be understood:

1. In order to volunteer for reclassification from Van Operator to Coach Operator, the employee must be in active work status.
2. If the Employer reclassifies a Van Operator to the status of a Coach Operator, the employee shall serve a Coach Operator probationary period as defined above, provided however, if the employee has already served a six (6) month probationary period as a Van Operator, the employee shall only be required to serve a three (3) month probationary **evaluation** period as a Coach Operator and the **employee's evaluation period will end** ~~will be off probation~~ on the first day of the first pay period following the completion of the three (3) month **evaluation** period.

~~Van Operators who volunteer for reclassification to Coach Operator may not elect to reclassify to their prior Van Operator status after the completion of the (3) month probation~~

**A Van Operator who volunteers for reclassification to a Coach Operator position may not elect to reclassify to their prior operator status if they have completed the first three (3) months of their probationary period or their three (3) month evaluation period.**

**The Employer has the right to return an employee to his/her operator position anytime during the six (6) month probationary period or the three (3) month evaluation period if the Employer determines the employee's performance is unsatisfactory.**

3. If the Employer reclassifies a Coach Operator to the status of a Van Operator, and the operator has not already served the Van Operator probationary period, the employee shall serve a Van Operator probationary **evaluation** period. ~~as defined above, provided however,~~ If the employee has already served a six (6) month probationary period as a Coach Operator, the employee shall only be required to serve a three (3) month probationary **evaluation** period as a Van Operator and the **employee's evaluation period will end** ~~will be off probation~~ on the first day of the first pay period following the completion of the three (3) month period. The requirement for a probationary period does not apply if the reclassification takes place due to a reduction in force.
4. The Employer may not require, except when a reduction in force requires such reclassification, an employee to accept a reclassification, from Van Operator to Coach Operator or from Coach Operator to Van Operator, unless the employee is in agreement with the reclassification.
5. **When an employee receives a reclassification from Van Operator to Coach Operator, the employee will be placed in the Coach Operator wage schedule at the wage rate higher, but closest to, their current Van Operator wage rate. The employee's anniversary date for future Coach Operator wage rate increases will be based on the employee's anniversary date as a Van Operator.** Any changes in reclassification, from Van Operator to Coach Operator or from Coach Operator to Van Operator, will not change the employee's beginning date of accrual for vacation leave, sick leave, or floating holiday leave.
6. Coach Operators temporarily assigned to van services will be paid per the provisions of the wage rates in Appendix A for Coach Operator classifications. Van Operators will be utilized for all van service work including overtime prior to assigning van service work to any Coach Operator.
7. Van Operators who volunteer for reclassification to Coach Operator, accept the reclassification, enter coach training and then decide to reclassify to Van Operator, will have to wait two years from that decision date before they can volunteer for reclassification to Coach Operator.

## B. SENIORITY

1. There shall be two types of seniority:
  - a. Seniority for purposes of layoff and recall shall be determined by the date of hire. All applications for employment shall be time/date annotated upon receipt. The chronological order of applications will determine the seniority order for employees hired on the same day.



- b. Seniority for purposes of bidding shall be determined by the length of service the employee has in his/her job classification.
2. New employees will be assigned the next open seniority number in their job classification (Coach, Van) upon start of training and will retain this ranking throughout their term of employment in this job.
3. When employees change classification, they will assume the next open seniority number in their new classification. They will retain their date of hire as an operator for the purpose of determining reduction in force or recall to work. Coach Operators who reclassify to Van Operators under the provisions of A.7. above, will return to their previous seniority.
4. An employee shall lose all seniority credit in the event of voluntary or involuntary termination.
5. An employee shall accrue seniority for job bidding purposes for any authorized leave of absence without pay other than medical leave, provided such leave of absence does not exceed sixty (60) calendar days.
6. An employee shall accrue seniority for any authorized medical leave of absence without pay provided such leave of absence does not exceed twelve (12) calendar months.
7. It is understood that employees accepting non-represented positions with the Employer will be considered non-represented employees and will be subject to all of the Employer's employment rules and regulations as addressed in the Employer's Personnel Policy Manual.

The employee may leave the non-represented position and return to their bargaining unit position under the following conditions:

- a. During the first three (3) months of probation in the non-represented position the employee may voluntarily elect to return to their bargaining unit position without loss of seniority for the position previously occupied; provided the employee has not violated the Employer's rules and regulations as addressed in the Employer's Personnel Policy Manual.
- b. After completion of the first (3) three months of probation in the non-represented position but prior to the end of the probationary period, the employee may not elect to return to their bargaining unit position.
- c. After completion of the first (3) three months of probation in the non-represented position the Employer may return the employee to the employee's former bargaining unit position. If the employee returns during the non-represented probation period as defined in the Employer's Personnel Policy

Manual, the employee will not lose seniority for the bargaining unit position previously occupied.

- d. Any Employee returning to the bargaining unit after the non-represented probation period will assume the position of least seniority in their former classification.

### C. REDUCTION IN FORCE

1. When forces are reduced, employees will be laid off in the inverse order of their date of hire. **Employees having the same date of hire will be laid off in the inverse order of their bidding seniority that was in effect at the time their initial probationary period was completed.** The Employer agrees to consult with the Union prior to any layoffs.
  - a. If the reduction in force requires that the number of coach operators be reduced, the employees laid off will be based on date of hire and coach operators may be required to return to a van assignment. Coach operators who return to a van assignment will maintain their coach wage rate at the time of the reassignment. The wage rate will stay at that level until the van wage rate catches up to their wage rate. The coach operator returned to a van assignment will return to a seniority position based upon their date of hire as an operator.
  - b. If coach operators are the employees with least seniority and are laid off, and additional coach operators are needed, the van operators will be given an opportunity in seniority order to volunteer for promotion to coach operator status. If an inadequate number of van operators volunteer for the coach positions, van operators will be assigned to coach status in reverse seniority order.
2. Employees shall be recalled in the reverse order of layoff as provided in Item 1. above and provided that the employee can do the available work. Employees reentering their job classification will suffer no penalty in bid seniority due to a reduction in force. Employees who had previously completed a probationary period will not be required to complete a new probationary period.

Coach operators who are required to return to a van assignment must return to coach work when it is available. Refusal to return to a coach assignment will result in a change in wage rate to the van rate based on their length of service. Recalled employees will suffer no bid seniority penalties upon recall.

3. Notice of recall shall be sent to the employee at their last known address by registered mail. If any employee fails to report for work within fifteen (15) calendar days from the date of mailing the notice of recall, they shall be considered to have quit, shall cease to have seniority, and shall have their name removed from the recall list.

However, if an employee's failure to report for work is on account of illness or injury, they may retain their seniority and recall rights if they have notified the Employer by registered mail and such notification is received prior to the deadline for their reporting to work. It is recognized that the Employer may require substantiation of the illness or injury. If the substantiation is not submitted promptly to the Employer, and if it is not to the satisfaction of the Employer, the loss of seniority and recall rights shall stand.

Recall rights for any employee shall expire **eighteen (18) months** ~~one (1) year~~ from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at their last known address by registered or certified mail.

It shall be the responsibility of the Employer to maintain the recall list. It shall be the responsibility of the employee to keep the Employer informed of their current address.

4. Benefits shall not accrue during layoff.
5. 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.

## **ARTICLE X: CUSTOMER SERVICE REPRESENTATIVE**

### **A. PROBATION AND RECLASSIFICATION**

1. An employee shall serve an initial probationary period consisting of six (6) consecutive months. The employee shall be off probation on the first day of the first pay period following the completion of the six (6) month period.

Reclassification: In regards to change in classification from Operator to Customer Service Representative the following shall be understood:

- ~~a. If the Employer reclassifies an Operator to the status of a Customer Service Representative, the employee shall serve a Customer Service Representative probationary period of six (6) months as defined above.~~
- a. If the Employer reclassifies an Operator to the status of a Customer Service Representative, the employee shall serve a Customer Service Representative probationary period as defined above, provided however, if the employee has already served a six (6) month probationary period as an Operator, the employee shall only be required to serve a three (3) month evaluation period as a Customer Service Representative and the employee's evaluation period will end on the first day of the first pay period following completion of the three (3) month evaluation period.**

**An operator who volunteers for reclassification to a Customer Service Representative position may not elect to reclassify to their prior operator status if they have completed the first three (3) months of their probationary period or their three (3) month evaluation period.**

**The Employer has the right to return an employee to his/her operator position anytime during the six (6) month probationary period or the three (3) month evaluation period if the Employer determines the employee's performance is unsatisfactory.**

- b. Any changes in reclassification from Operator to Customer Service Representative will not change the employee's beginning date of accrual for vacation leave, sick leave, or floating holiday leave.
- c. Operators reclassified to the position of Customer Service Representative will be paid at the first step of the Customer Service Representative Wage Table per Appendix A.

- d. Operators reclassified to the position of Customer Service Representative may return to their Operator position in accordance with Section 2 below.
2. It is understood that employees accepting non-represented positions with the Employer will be considered non-represented employees and will be subject to all of the Employer's employment rules.

The employee may leave the non-represented position and return to their bargaining unit position under the following conditions:

- a. During the first three (3) months of probation in the non-represented position the employee may voluntarily elect to return to their bargaining unit position without loss of seniority for the position previously occupied; provided the employee has not violated the Employer's rules and regulations.
- b. After completion of the first (3) three months of probation in the non-represented position but prior to the end of the probationary period, the employee may not elect to return to their bargaining unit position.
- c. After completion of the first (3) three months of probation in the non-represented position the Employer may return the employee to the employee's former bargaining unit position. If the employee returns during the non-represented probation period as defined in the Employer's Personnel Policy Manual, the employee will not lose seniority for the bargaining unit position previously occupied.
- d. Any Employee returning to the bargaining unit after the non-represented probation period will assume the position of least seniority in their former classification.

## B. SENIORITY

1. Seniority for purposes of work shift and vacation bidding shall be determined by the length of service the employee has in the Customer Service Division. New employees will be assigned the next open seniority number upon start of training and will retain this ranking throughout their term of employment in this job.
2. Seniority for a Customer Service Representative position (lead and non-lead classification) shall be defined by the length of continuous service as a Customer Service Representative and be determined by the date upon which the employee became classified as a Customer Service Representative.

3. In the event that the Employer hires more than one Lead Customer Service Representative, the Lead Customer Service Representatives will have separate work shifts from the other Customer Service Representatives. Seniority for bidding on these shifts will be based on length of service as a Lead Customer Service Representative.
4. When employees change classification, they will assume the next open seniority number in their new classification but will retain their original date of hire position date in the division for the purpose of determining reduction in force or recall to work.
5. Seniority for purposes of layoff and recall shall be determined by the date of hire in the Customer Service Division. All applications for employment shall be time/date annotated upon receipt. The chronological order of applications will determine the seniority order for employees hired on the same day.
6. An employee shall lose all seniority credit in the event of voluntary or involuntary termination.
7. An employee shall accrue seniority for job bidding purposes for any authorized leave of absence without pay other than medical leave, provided such leave of absence does not exceed sixty (60) calendar days.
8. An employee shall accrue seniority for any authorized medical leave of absence without pay provided such leave of absence does not exceed twelve (12) calendar months.

#### C. REDUCTION IN FORCE

1. When forces are reduced, employees will be laid off in the inverse order of their date of hire within the Customer Service Division. **Employees having the same date of hire will be laid off in the inverse order of their bidding seniority that was in effect at the time their initial probationary period was completed.** The Employer agrees to consult with the Union prior to any layoffs. An employee who came from the operator ranks to Customer Service may return to the operator ranks if a position is available but would not retain their seniority **rights after the initial three (3) month evaluation period** ~~beyond probation.~~
2. Employees shall be recalled in the reverse order of layoff as provided in Item 1. above and provided that the employee can do the available work.
3. Notice of recall shall be sent to the employee at their last known address by registered mail. If any employee fails to report for work within fifteen (15) calendar

days from the date of mailing the notice of recall, they shall be considered to have quit, shall cease to have seniority, and shall have their name removed from the recall list.

However, if an employee's failure to report for work is on account of illness or injury, they may retain their seniority and recall rights if they have notified the Employer by registered mail and such notification is received prior to the deadline for their reporting to work. It is recognized that the Employer may require substantiation of the illness or injury. If the substantiation is not submitted promptly to the Employer, and if it is not to the satisfaction of the Employer, the loss of seniority and recall rights shall stand.

Recall rights for any employee shall expire **eighteen (18) months** ~~one (1) year~~ from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at their last known address by registered or certified mail.

It shall be the responsibility of the Employer to maintain the recall list. It shall be the responsibility of the employee to keep the Employer informed of their current address.

4. Benefits shall not accrue during layoff.
5. 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.

## ARTICLE XI - SELECTION OF JOBS

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES; HOWEVER, THE CUSTOMER SERVICE REPRESENTATIVE LANGUAGE IS AT THE END OF THE ARTICLE)**

### COACH AND VAN OPERATOR

- A. **Coach Operators:** All coach operators ~~and van operators~~ shall be able to select their jobs or extraboard positions in accordance with their bid seniority, provided the employee is qualified for the job or position for which they have bid. **The coach extraboard will perform both coach and van extra work.** An employee shall exercise their seniority right only once.

If ~~an~~ a **coach** operator is, or will be, on a paid or unpaid leave of absence or a medical related leave on the starting day of a new bid period, the operator is eligible to bid if a doctor can provide a specific return to work date during the bid period. If the operator cannot provide a specific return to work date that operator may not select a job. If the operator is later able to return to work during the bid period, the operator will be assigned to the extraboard in accordance with Article XII.A.2.

**When an operator returns to work during a bid period and becomes assigned to the extraboard, the operator's extraboard assignment will be based upon the operator's seniority.**

- B. **Van Operators:** All van operators shall be able to select their jobs in accordance with their bid seniority, provided the employee is qualified for the job position for which they have bid. An employee shall exercise their seniority right only once.

If a van operator is, or will be, on a paid or unpaid leave of absence or a medical related leave on the starting day of a new bid period, the operator is eligible to bid if a doctor can provide a specific return to work date during the bid period. If the operator cannot provide a specific return to work date that operator may not select a job. If the operator is later able to return to work during the bid period, a "bump" bid will be held.

- ~~CB.~~ The Employer shall post all full-time bid jobs, part-time bid jobs, driver paddles, changed schedules, and extraboard positions seven (7) calendar days prior to the start of the general bid selection. During the bidding period, the number of extraboard positions may be adjusted due to changes in the employee roster.

- ~~DC.~~ General bid selections shall be completed at least seven (7) calendar days prior to job implementation. The Employer shall schedule twenty (20) percent of the eligible employees to bid each day at an appointed time. The Employer will notify an employee of their appointed bid time at time of job posting. Employees will have a minimum of 15



minutes to bid. **An employee may bid in person, by signed proxy, or by telephone or radio.** The employee is responsible to contact the Employer within their appointed time in order to bid.

The employee shall bid by job number only, and the employee is responsible for understanding the contents of the job number. The Employer is responsible for providing accurate job contents at the time of job posting, and for providing accurate job number availability at the time of an employee's bid.

~~In the event the employee fails to bid at their appointed date and time, the Employer shall assign a bid to the employee. Such assigned bid shall be as similar as possible to the employee's current run. An employee may bid in person, by signed proxy, or by telephone or radio.~~

**In the event an employee fails to bid at the appropriate date and time, the employee will bid after the last scheduled bid of that day and before the first scheduled bid of the next day. If the employee fails to bid by the first scheduled bid of the next day, their bid time will fall to the end of that day. This process continues to the end of the bid period.**

**ED.**Jobs shall be posted quarterly for general bid. The Employer shall set the schedule for quarterly bids to accommodate service changes. In any case, no more than 120 days shall elapse between bids except by mutual consent. All general bids shall proceed in accordance with the established bid procedures. Jobs working demand response will be identified at the time of bid. The end times of these runs may be subject to extension by up to 30 minutes. The intent is to assure that the unanticipated needs of demand response customers can be met. Demand response runs will be reviewed by the Employer and the Union quarterly, prior to bid posting, to determine if the end times of any demand response runs should be adjusted for the next bid.

**FE.**When the Employer is made aware that a particular job(s) may be modified or canceled to coincide with the Legislative Session or other service considerations, it will be identified at the time of posting. If the job is modified, the affected operator may elect to work the modified schedule or go to the extraboard in accordance with their bid seniority for the duration of the quarterly bid.

If a change occurs or an error is discovered, which affects the job's report time or finish time by thirty (30) or more minutes on any one or more days, or which affects a job's weekly total hours or overtime by 150 or more minutes, without the notice at bid posting, an expedited new bid will take place provided there is more than thirty (30) days before the next quarterly bid is scheduled to go into effect.

**GF.**If only part-time jobs are left for bidding the operator will have the option of bidding the work or going to the extraboard. Any unbid part-time job will be considered extraboard work and assigned on a daily basis.

**HG.** When new ~~employees~~ **coach operators** complete their training, there will be a rebid process by seniority. The bid will start with the operator following the last bid operator on the extraboard. The number of extraboard slots will be expanded as necessary to accommodate the total number of new employees. The bid operator may elect to keep their current job or select a vacant job to include extraboard slots. This bid process will not involve a “bump” process.

**When new van operators complete their training, there will be a rebid process by seniority beginning at the first open van assignment. New van operators will select from the remaining open van assignments.**

**IH.** Any job that has been vacated for any reason shall be worked by the extraboard for the duration of the bid.

**JI. CHARTER WORK**

The Employer shall have the right to contract for charter work as determined in the best interests of the organization.

1. Charter work shall be consistent with the definition contained in the Employer’s Special Service Policy, to include, but not be limited to, the following characteristics:
  - a. Charter Service shall be in operation on temporary routes for conventions, conferences, and other private events;
  - b. The event must be sponsored by a local government agency or a non-profit organization and the Employer must be a participant;
  - c. The organization wants exclusive use of the vehicle; service is private and not open to the public;
  - d. Service will take place entirely within the Employer’s service area; and
  - e. The Employer charges for the service.
2. The Employer will post a sign-up list for any operator who is interested in working the charter assignment. Selection for each assignment will be made on a strict seniority basis (combined coach and van) from among those who signed up. However, the following operators will not be eligible to sign-up:
  - a. Anyone whose shift overlaps with the hours of the charter assignment; and/or
  - b. Anyone whose next shift reports less than eight (8) hours after the end of the charter assignment.

3. Sign-ups will be on a purely voluntary basis; no bargaining unit member will be forced to take this charter work. In the event there are no volunteers, the Employer may assign non-bargaining unit employees to work the charter.
4. The Employer agrees to provide supervisory personnel on-duty during the entire duration of the charter assignment.
5. The Employer agrees to a two (2) hour minimum guarantee for all charter assignments.

#### **KJ. REDUCED SERVICE BIDDING**

The following procedures will be in effect for reduced service bidding.

1. Reduced service may be implemented on the following days: Martin Luther King Day, Presidents Day, Veterans Day, and the Friday after Thanksgiving (no less than the Saturday level of service), Christmas Eve and New Year's Eve may have modified ending times. Other days may be added upon the prior mutual agreement of the parties.
2. **The level of service reduction for the year will be determined by the Employer and reviewed by the Union one (1) week prior to posting.** The level of service reduction **for the year** will be ~~determined and posted at least two (2) weeks~~ **one (1) week** prior to the ~~reduced service days~~ **regular vacation bid.**
3. Operators will bid work by seniority via proxy forms. Those operators choosing not to work will still have to submit proxy forms designating whether they wish to use vacation time, floating holidays, or leave without pay (**guarantee time will not be paid if the employee chooses leave without pay**) ~~if no leave time is available.~~  
The bidding priority will be:
  - a. Operators normally scheduled to work (List A).
  - b. Operators scheduled to be off work (List B).
  - c. If there are not enough volunteers from List A and List B, operators will be assigned in inverse seniority from List A.

Reduced service bidding is implemented by seniority. If there are not enough volunteers from List A and List B, operators will be assigned in inverse seniority from List A. This assignment will close the seniority bid process.

If an operator chooses, they may volunteer to "undraft" an operator assigned a run on a "first come, first serve basis", starting with the last operator "drafted".

4. Operators who are not scheduled to work and are asked to work will be paid in accordance with the Fair Labor Standards Act.

**ARTICLE XI: CUSTOMER SERVICE REPRESENTATIVE**

- A. All Customer Service Representatives shall be able to select their jobs in accordance with their job classification (bid) seniority, provided the employee is available to work the job or position within thirty (30) calendar days of the bid. If a representative is out on medical leave at the time of the bid, a doctor's release stating the employee is likely to be released for duty within 30 days of the start of bid will be required in order to bid. An employee shall exercise their seniority right only once.
- B. In the event that the Employer hires more than one Lead Customer Service Representative, the Lead Customer Service Representatives will have separate work shifts from the other Customer Service Representatives. Seniority for bidding on these shifts will be based on length of service as a Lead Customer Service Representative.
- C. The Employer shall post all jobs seven (7) calendar days prior to the start of the general bid selection. The Employer will notify an employee of their appointed bid time of job posting. General bid selections shall be completed at least seven (7) calendar days prior to job implementation.

In the event a new shift option needs to be tested, the entire posting, bidding and implementation will be completed in a minimum of seven (7) calendar days.

- D. In the event the employee fails to bid at their appointed date and time, the Employer shall assign a bid to the employee. Such assigned bid shall be as similar as possible to the employee's current bid. An employee may bid in person, by signed proxy, or by telephone to the Supervisor of Customer Service.
- E. Jobs shall be posted for general bid two (2) times each calendar year. The Employer has the right to schedule additional general bids.
- F. If a shift is canceled, the affected employee may displace any other employee with less seniority.
- G. If an employee returns to work who is not eligible to bid at the previous general bid, they may displace any other employee with less seniority. Such returning employee shall be assigned a shift for up to fifteen calendar days or until a displacement bid is completed. Such displacement shall not constitute a general bid as defined in section E. above.
- H. If a Customer Service Representative terminates for any reason, all employees with less seniority will be permitted to bid on the vacancy created. The vacant shift may first however, be assigned to a Customer Service Representative by the Supervisor for up to 30 calendar days. In the event that there is more than one shift opening available at the

same time, all employees, beginning with the first affected employee will be eligible to bid on all open shifts. A displacement bid shall not constitute a general bid defined in Section E. above.

## ARTICLE XII - EXTRABOARD OPERATORS AND HOLD DOWNS

### (THIS ARTICLE ONLY APPLIES TO OPERATORS)

#### A. EXTRABOARD OPERATORS

1. **A single extraboard will be operated using Coach Operators.** All work assignments left open by bid job operators or unassigned pieces of work shall be worked by the extraboard when available. Active extraboard operators shall have first right of refusal for this extra work; provided however:
  - a. overtime work for observed holidays shall be in accordance with the procedures defined under Article XIV - Personnel Benefits, C. Holiday Leave.
  - b. the Employer may offer work to part-time bid operators by seniority.
  - c. if no extraboard operator or part-time bid operator is available for open work, the work shall be offered by seniority to bid job operators who have signed up in the overtime book. If no extraboard operator is available and the overtime book is exhausted, the Employer may cover that work with any available operator.
2. Extraboard operators shall be granted two (2) regular days off per week. This shall be referred to as bid days off and will be selected by seniority. The bid days off shall remain in effect until another bid is held. The Employer shall determine the days off allotment posted for bid and may call a new days off bid when changing circumstances warrant.
3. If an extraboard operator is offered and accepts work on their bid day off, the overtime provisions of this Agreement will only apply for work performed in excess of forty (40) hours in the work week.
4. The Employer will post all active extraboard operators' work hours at the end of each week. The Employer will make every effort to equalize the active extraboard operator work hours on a weekly (Sunday through Saturday) basis. Hours worked on an employee's day off will not count in the equalization calculation.
5. The Employer guarantees a minimum of ~~thirty (30)~~ **thirty-four (34)** hours of work within the work week (exclusive of bid days off) to an extraboard operator; provided the extraboard operator is available for the work and accepts the work assignments.
6. Extraboard operators may be assigned other non-driving duties to maximize extraboard operators' hours and to meet the guarantee pay provisions as defined in this Agreement. Provided however, the Employer and the Union agree that if the

non-driving assignment is maintenance in nature, the extraboard operator may decline the assignment.

7. The Employer will post work assignments for extraboard operators by 3:00 PM on the day preceding the work assignment. Every effort will be made to prevent any change of the scheduled work assignment beyond the 3:00 PM posting time. If an assigned run should become open after the posting time, it will be assigned in accordance with Section A. 1. of this Article.

## B. HOLD DOWNS

1. For the purpose of this Agreement the following definitions shall apply:

A hold down is defined as any job or new bid assignment that is open for a full week (Sunday through Saturday), except for jobs that are bid as single days.

An active extraboard operator is any extraboard operator available for daily work assignments.

An inactive extraboard operator is any extraboard operator working a "hold down" assignment; such operator is not eligible for extra work assignments, except by overall seniority. (Extraboard internships - See Article XIII E.)

2. Extraboard operators bidding hold downs may bid by proxy for an available hold down. Bids shall be submitted no later than 4:00 PM on the Friday prior to the effective date of the hold down. Bids shall be awarded on a seniority basis. An extraboard operator awarded a hold down will be on inactive extraboard status and their hours worked will not be balanced with the active extraboard for the hold down week. The extraboard operator will automatically receive the days off of the hold down awarded and will be considered a bid job operator for pay purposes during the hold down.
3. Available hold down assignments will be posted on Monday by 10:00 AM and remain posted until 4:00 PM the following Friday. Any additional hold down assignments that become available between Monday and Friday noon will be posted as "late posting" and will be available for Friday's hold down bid. All hold downs become effective on the first day of the following work week.
4. Hold down bids will be awarded one week at a time. Results will be posted by 9:00 AM Saturday for the following work week. Hold downs not bid will be worked by the extraboard by way of daily work assignments.
5. An operator coming off a leave of absence shall reclaim their bid assignment at the beginning of the next pay week. In the interim the operator will be assigned to the extraboard with the operator receiving their regular bid days off. In the event the



operator's bid assignment is not being worked by a hold down operator, they shall resume their bid assignment.

## **ARTICLE XIII - HOURS OF WORK, OVERTIME, SPREAD TIME, INCLEMENT WEATHER PAY, AND OTHER WORK ASSIGNMENTS**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES; HOWEVER,  
THE CUSTOMER SERVICE REPRESENTATIVE LANGUAGE IS AT THE END OF THE ARTICLE)**

### **COACH AND VAN OPERATOR**

#### **A. HOURS OF WORK**

1. Operators shall be paid the applicable straight time driving rate for regularly scheduled work shifts. All regular bid jobs of thirty- five (35) or more hours per week with a minimum of ~~five (5)~~ **four (4)** days of work in a seven (7) day work week will be paid for forty (40) hours.

The Employer guarantees that at least seventy-five (75) percent of all regular bid jobs will be subject to the forty (40) hour guarantee.

The Employer guarantees that at least fifty (50) percent of the part-time jobs (less than 35 hours per week) will consist of one-hundred (100) or more hours per calendar month. Such jobs will be paid only for the actual time worked and benefits will be prorated in accordance with Article XIV - Personnel Benefits, A. Proration of Benefits.

2. In developing jobs schedules, the Employer will endeavor to insure that at least fifty (50) percent of the regular full-time jobs are straight shifts.
3. The work week shall commence at 12:01 AM Sunday and end at 12:00 midnight Saturday, and shall contain two (2) scheduled days off.
4. Operators paid time shall commence at the time they are required to report at the garage and will terminate at the time they are required to return to the garage, exclusive of meal time. Scheduled meal times will not be less than thirty (30) minutes nor more than sixty (60) minutes.

#### **B. OVERTIME**

Compensation at the overtime rate of time-and-one-half the employee's regular hourly rate of pay, exclusive of any premium pay, shall be paid to operators within the bargaining unit under the following provisions:

1. For work performed in excess of forty (40) hours in the work week.

In computing overtime, hours of work include/exclude the following:

- a. Floating holiday leave and vacation leave shall be considered as hours worked;
  - b. Observed holiday leave and sick leave shall not be considered as hours worked;
  - c. Leave without pay (non-medical or medical) shall not be considered as hours worked;
  - d. Time off for union business shall not be considered as hours worked, except that, time off for union officers and shop stewards conducting union business with the Employer will be considered as hours worked for overtime purposes.
2. An employee working on an observed holiday shall be entitled to overtime pay for any worked hours on the holiday. The worked hours shall be counted towards the employee's overall work week and could result in additional overtime hours at the end of the work week.
  3. In the event the full-time bid or extraboard operator works on their scheduled day off, a minimum of four (4) hours shall be paid in accordance with the Fair Labor Standards Act. Part-time bid operators working on their scheduled day off shall be paid for actual hours worked in accordance with the Fair Labor Standards Act.

Operators interested in working on their scheduled day off are responsible for submitting an overtime availability card for the Overtime Book. Operators may add or withdraw their name from the Overtime Book at any time. Operators who have requested work via the Overtime Book will be offered available work in seniority order. Operators may be drafted for work in inverse seniority if enough volunteers are not available.

4. Work performed in addition to regularly scheduled jobs of thirty-five (35) or more hours per week will be paid at the overtime rate if the operator has worked the scheduled job for the week. This additional work will not offset guarantee time.

If the operator's scheduled job is not performed during the week due to observed holiday leave, sick leave, union business, or leave without pay, the operator will be paid for the additional work in accordance with the Fair Labor Standards Act.

5. For attendance at required group meetings before or after a full-time bid operator's regularly scheduled work shift which are called by the Employer and for which attendance is required. Payment for attendance at such required meetings for part-time bid operators and extraboard operators shall be made in accordance with the Fair Labor Standards Act.

In the event any required meeting is called on an operator's scheduled day off, the operator shall not be required to attend the meeting but may do so on a voluntary basis and shall be paid in accordance with the Fair Labor Standards Act. If an

employee is on paid leave status, and chooses to attend a meeting, he/she will not be paid for more than their normal scheduled work day. Paid leave will be adjusted to complement time spent in the meeting to equal their normal work day.

The Employer may require attendance at group meetings of two (2) hours maximum duration. The Employer may hold up to six (6) group meetings in a calendar year.

#### C. SPREAD TIME (PREMIUM PAY)

Operators working daily driving assignments not completed in ten (10) consecutive hours shall receive an additional \$1.25 per hour of premium pay, for each hour of work performed thereafter. Operators working non-driving assignments only will not be entitled to premium pay.

#### D. INCLEMENT WEATHER PAY

When inclement weather conditions cause the Employer to curtail service, the employee shall receive their scheduled daily pay provided:

1. The employee reports to work and remains on duty during the period of their scheduled regular work assignment (unless excused by the Employer); and
2. The employee has not been notified eight (8) hours prior to their scheduled on-duty report time.

If the Employer has notified the employee eight (8), or more, hours prior to their scheduled on-duty report time, the employee shall not be entitled to inclement weather pay, for the day or for any curtailed work days following the notice. However, the employee may use available vacation or floating holiday pay without prior notice. Any available work on curtailed service days will be assigned by seniority.

#### E. EMPLOYEE INTERNSHIPS AND TEMPORARY ASSIGNMENTS

- ~~4.~~ The Union and the Employer agree that employees may volunteer for non-driving employee internships **or temporary assignments** when such internships **or temporary assignments** are made available and posted by the Employer. **These internships and temporary assignments will be managed in accordance with the Guidelines for Employee Internships and Temporary Assignments.** ~~Both parties agree that the intent of internships is to utilize the special talents employees have for the good of the company and to provide opportunity for individual growth and development.~~

~~An employee applying for or working in an internship must be in active status and able to perform their regular work assignment to continue the internship.~~

~~2. Employee internships may include, but are not limited to, duties relating to marketing, development, administration, maintenance, operations, and training. An internship may consist of full weeks, full days or partial days. The posting will state the days and hours expected for the internship.~~

~~An intern may be displaced by an employee on a transitional work assignment. The priority for job assignments will be:~~

- ~~a. On the job injuries;~~
- ~~b. Return to work personal injury;~~
- ~~c. Internships.~~

~~3. Employees assigned to such internships will continue to receive the regular hourly rate of pay for their regular job classification for the period of the internship. Operators are not eligible for spread-time, unless actually worked in accordance with Article XIII, C.~~

~~4. The Employer will provide at least the same number of paid hours per week during the internship as the employee's regular bid job. An operator's days off may be changed if he/she is serving a full week assignment as an intern and is needed to serve as an intern on his/her regular day off. If an intern works a partial week intern assignment and is needed to work their day off it will be offered as overtime as per the Fair Labor Standards Act.~~

~~5. Internship work on an employee's regularly scheduled day off will be treated as regular work. If the employee calls in sick before or during this assignment, the employee will be charged sick leave.~~

~~6. Employees working in an internship are responsible to schedule any time off from work through their own department.~~

~~7. The parties further agree that employees may work an internship a maximum of 520 hours per person per calendar year. Internships will be reposted at least every two years.~~

~~8. In the event the intern is needed for a driving assignment due to lack of availability of other operators, the driving assignment would take precedence over the internship.~~

~~9. An extraboard operator working a weekly internship will be an inactive extraboard operator. In no case would an extraboard operator who is working a internship receive less than the normal extraboard guarantee of 30 hours per week. The extraboard operator working a weekly internship may have the opportunity for overtime as needed by the department offering the internship. Internships may result in overtime that is outside of seniority for extraboard operators.~~

## F. TRANSITIONAL WORK ASSIGNMENTS

1. Transitional work assignments will be operated in accordance with the Transitional Work Assignment Guidelines developed by the Employer and the Union.

Employees who experience an on-the-job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification will accept transitional work assignments if offered by the Employer. Employees who experience an off-the-job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the Employer.

2. Transitional work assignments will consist of work which is within the restrictions outlined by the employee's health care provider. Such assignments may be:
  - a. part-time or full-time, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee's regular position classification; or
  - b. part-time or full-time in another capacity.

Operators on a transitional work assignment who cannot work their entire assignment will work off the extraboard.

3. Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job classification for the number of hours worked in the transitional work assignment. Operators are not eligible for premium pay, unless actually worked in accordance with Article XIII, C.
4. Assignment to transitional work depends upon the availability of such work and of work suitable to the employee's medical restrictions. A transitional work assignment may be terminated at any time by the Employer.
5. For employees with non-job-related injuries/illnesses, assignment to transitional work may be ended in order to provide transitional work assignment to an employee injured on-the-job.
6. Employees refusing to work transitional work assignments will not be eligible for worker's compensation benefits or paid leave benefits.
7. The Union and the Employer will meet to resolve any issues that may arise in the implementation of transitional work assignments.

## G. TEMPORARY INSTRUCTOR PAY (PREMIUM PAY)

The Employer may, at its sole discretion, select volunteer operators to assist with the instruction and training of other employees. Temporary Instructors will be selected

from volunteers based on their work record, communication skills, and other criteria related to particular training needs.

When an operator is selected and assigned to formally instruct other employees, he/she shall receive fifty cents (\$.50) per hour additional premium pay. This does not apply when operators or trainees are "riding" to familiarize themselves with the route. Operators selected as Temporary Instructors shall receive orientation/training specific to their assignment.

When a Temporary Instructor is unavailable, the replacement operator will receive fifty cents (\$.50) per hour additional premium pay for instructing trainees.

**ARTICLE XIII: CUSTOMER SERVICE REPRESENTATIVE**

**A. HOURS OF WORK AND MEAL TIMES**

1. The work week shall commence at 12:01 AM Sunday and shall end at 12:00 midnight Saturday and contain two (2) scheduled days off.
2. Employees shall be paid for all scheduled hours worked and any additional hours worked as requested by the Employer. All regular bid jobs of thirty-eight (38) or more hours per week will be paid a minimum of forty (40) hours. Scheduled meal times will not be less than thirty (30) minutes nor more than sixty (60) minutes.
3. In cases of inclement weather or emergencies, Customer Service Representatives may be required to report to work one hour earlier or stay one hour later than their normal shift.

**B. OVERTIME**

Compensation at the overtime rate of time and one half the employee's regular hourly rate of pay shall be paid for work performed under the provisions listed below.

1. For work performed in excess of forty (40) hours in the work week.

In computing overtime, hours of work include/exclude the following:

- a. Floating holiday leave and vacation leave shall be considered as hours worked;
  - b. Observed holiday leave and sick leave shall not be considered as hours worked;
  - c. Leave without pay (non-medical or medical) shall not be considered as hours worked;
  - d. Time off for union business shall not be considered as hours worked, except that, time off for union officers and shop stewards conducting union business with the Employer will be considered as hours worked for overtime purposes.
  - e. Attendance at Employer committee or mandatory meetings, Employer approved or required training hours, and approved volunteer work assignment hours shall be considered as hours worked;
2. An employee working on an observed holiday shall be entitled to overtime pay for any worked hours on the holiday. The worked hours shall be counted towards the



employee's overall work week and could result in additional overtime hours at the end of the work week.

**3. Full-time employees may only be drafted for overtime one (1) day per pay period.**

**4. Part-time employees may volunteer but not be drafted for overtime.**

C. SPREAD TIME (PREMIUM PAY)

Employees working daily assignments not completed in ten (10) consecutive hours shall receive an additional \$1.25 per hour of premium pay, for each hour of work performed thereafter.

D. EMPLOYEE INTERNSHIPS AND TEMPORARY ASSIGNMENTS

~~1. The Union and the Employer agree that employees may volunteer for non-driving employee internships or temporary assignments when such internships or temporary assignments are made available and posted by the Employer. **These internships and temporary assignments will be managed in accordance with the Guidelines for Employee Internships and Temporary Assignments.** Both parties agree that the intent of internships is to utilize the special talents employees have for the good of the company and to provide opportunity for individual growth and development.~~

~~An employee applying for or working in an internship must be in active status and able to perform their regular work assignment to continue the internship.~~

~~2. Employee internships may include, but are not limited to, duties relating to marketing, development, administration, maintenance, operations, and training. An internship may consist of full weeks, full days or partial days. The posting will state the days and hours expected for the internship.~~

~~An intern may be displaced by an employee on a transitional work assignment. The priority for job assignments will be:~~

- ~~a. On the job injuries;~~
- ~~b. Return to work personal injury;~~
- ~~c. Internships.~~

~~3. Employees assigned to such internships will continue to receive their regular hourly rate of pay for their regular job classification for the period of the internship.~~

- ~~4. The Employer will provide at least the same number of paid hours per week during the internship as the employee's regular bid job. A Customer Service Representative's days off may be changed if he/she is serving a full week assignment as an intern and is needed to serve an intern on his/her regular day off. If an intern works a partial week intern assignment and is needed to work their day off it will be offered as overtime as per the Fair Labor Standards Act.~~
- ~~5. Internship work on an employee's scheduled day off will be treated as regular work. If the employee calls in sick before or during this assignment, the employee will be charged sick leave.~~
- ~~6. Employees working in an internship are responsible to schedule any time off from work through their own Department.~~
- ~~7. The parties further agree that employees may work a maximum of 520 hours per person per calendar year. Internships will be reposted at least every two years.~~
- ~~8. In the event the intern is needed for a customer service assignment due to lack of availability of other representatives, the customer service assignment would take precedence over the internship.~~

#### E. TRANSITIONAL WORK ASSIGNMENTS

1. Transitional work assignments will be operated in accordance with the Transitional Work Assignment Guidelines developed by the Employer and the Union.

Employees who experience an on-the-job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification will accept transitional work assignments if offered by the Employer. Employees who experience an off-the-job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the Employer.

2. Transitional work assignments will consist of work which is within the restrictions outlined by the employee's health care provider. Such assignments may be:
  - a. part-time or full-time, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee's regular position classification; or
  - b. part-time or full-time in another capacity.

3. Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job classification for the number of hours worked in the transitional work assignment.
4. Assignment to transitional work depends upon the availability of such work and of work suitable to the employee's medical restrictions. A transitional work assignment may be terminated at any time by the Employer.
5. For employees with non-job-related injuries/illnesses, assignment to transitional work may be ended in order to provide transitional work assignment to an employee injured on-the-job.
6. Employees refusing to work transitional work assignments will not be eligible for worker's compensation benefits or paid leave benefits.
7. The Union and the Employer will meet to resolve any issues that may arise in the implementation of transitional work assignments.

#### F. MANDATORY MEETINGS

1. The employer has the right to call mandatory meetings to communicate essential information and ensure the smooth operation of the division. These meetings can include division and department meetings and trainings. The Supervisor will designate which meetings are mandatory. Employees on approved leave will be excused. The Supervisor may excuse an employee based on other circumstances.
2. An employee may be required to attend mandatory meetings on their day off. This would occur no more than six (6) times per year per individual. The employer would attempt to vary the days of the meeting to minimize the negative impact on an individual. An employee required to attend on their day off would be paid a minimum of 2 hours. Payment shall be made in accordance with the Fair Labor Standards Act. If an employee is on paid leave status, and chooses to attend a meeting, he/she will not be paid for more than their normal scheduled work day. Paid leave will be adjusted to complement time spent in the meeting to equal their normal work day.

#### G. TEMPORARY EMPLOYEES

The Employer may hire non-agency personnel on a temporary basis to assist Customer Service in the case of a medical leave or if a Customer Service Representative position is unexpectedly open. The employer agrees to hire a temporary employee only if Customer Service staff, interns or transitional employees are not available. Overtime will have been offered first. A temporary employee's employment shall not extend

beyond 90 consecutive calendar days without the mutual consent of the employer and the union.

## ARTICLE XIV - PERSONNEL BENEFITS

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES; HOWEVER, THE CUSTOMER SERVICE REPRESENTATIVE LANGUAGE IS AT THE END OF THE ARTICLE)**

### **COACH AND VAN OPERATOR**

#### A. PRORATION OF BENEFITS

All eligible employees shall receive a percent of the Employer's normal contribution for monthly personnel benefits in accordance with the following schedule:

##### 1. Insurance Coverage (medical/dental/life/disability):

The Employer shall pay the full Employer contribution amount for insurance benefits; the employee shall pay the employee contribution amount. Provided however, the Employer shall not pay contributions for insurance benefits during full calendar month leaves of absences without pay, unless such leave of absence is qualified under the Federal Medical Leave Act (FMLA).

##### 2. Leave Accruals (vacation/sick):

- a. Employees who work less than one half (1/2) of a pay period and are in a leave of absence without pay status shall receive prorated leave benefits; the proration will be based on hours worked. An employee who exhausts their paid leave will be credited with any newly accumulated leave time upon their return to work, or will be paid for their leave time upon termination.
- b. Leave benefits shall not be allowed during full calendar month leaves of absences without pay.

#### B. INSURANCE COVERAGE (medical/dental/life/disability):

The Employer currently provides health care insurance benefits through the State of Washington Health Care Authority. A health care advisory committee, made up of representatives from both the Employer and the Union, shall be established on an as needed basis to discuss health care insurance benefits.

#### C. HOLIDAY LEAVE

##### 1. Observed Holidays:

All operators shall be granted holiday pay in an amount equal to the employee's basic hourly rate of pay for eight (8) hours for each of the following observed

holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

2. Eligibility for Holiday Pay:

The employee will not be eligible for Observed Holiday pay if the employee is on approved leave without pay (LWOP) or LWOP due to exhaustion of accrued benefits on the employee's regularly scheduled work day prior to the holiday, the holiday, or the employee's regularly scheduled work day following the holiday. **An employee is eligible for holiday pay if a pre-approved medical appointment places the employee in LWOP status.**

**An employee who receives a late report but shows up for and completes their work day, or an employee who selects to use leave without pay (LWOP) on a reduced service holiday, will continue to be eligible for holiday pay.**

~~An employee working a special change of assignment or taking LWOP on a Reduced Service day will continue to be eligible for holiday pay.~~

~~In the event of a late report, the employee will not be eligible for holiday pay unless alternate work is offered by the Employer and accepted by the employee.~~

3. Holiday Service Bid

In the event the Employer operates service on observed paid holidays, operators will be allowed to voluntarily elect, on the basis of seniority, to operate the service in the following order:

- a. Operators normally scheduled to work (List A).
- b. Operators scheduled to be off work (List B).
- c. If there are not enough volunteers from List A and List B, operators will be assigned in inverse seniority from List A.
- d. Observed holiday bids shall be conducted by proxy.

4. Floating Holidays:

- a. Operators who are employed as of January 1 of each year and who are in active status, shall be entitled to five (5) non cumulative floating holidays per calendar year. Such floating holidays may be taken at any time during the year. Active status for the purposes of qualifying for five (5) floating holidays, is defined as being in a paid status, including paid leave, during all or part of the fifteen (15) day time period beginning January 1 and ending January 15.

Operators, who do not qualify for five (5) floating holidays and return to work after January 15, shall be entitled to accrue floating holidays on their date of return to work per the following schedule. Such floating holidays will not be paid on a retroactive basis.

Returning to work by April 1:	4
Returning to work by July 1:	3
Returning to work by October 1:	2

- b. A new operator, certified as an Operator I on Probation after January 1, will receive one floating holiday on the date of certification and will accrue floating holidays according to the following schedule:

April 1:	1
July 1:	1
October 1:	1

- c. Employees shall request floating holidays in accordance with the bidding procedures defined under Item E. Paid Leave Selection.
- d. Floating holidays may not be carried over into the succeeding calendar years, nor may an employee be paid in lieu of taking floating holidays.
- e. Floating holidays shall be paid based on the scheduled hours of work for the day which the holiday is taken.

#### D. VACATION LEAVE

- 1. Employees covered by this Agreement shall accrue vacation leave by reason of tenure based on the following schedule of continuous service with the Employer:

Years of Service	Annual Vacation Hours
1 - 2	80
3 - 4	96
5 - 8	120
9 - 12	136
13 - 16	152
17 or more	160

- 2. Accrued vacation shall be credited on a pay period basis. Vacation accrued during an employee's probationary period shall not be credited until the employee has completed their probationary period.
- 3. The maximum number of vacation credits that an employee may accrue at any one time is ~~three hundred (300)~~ **three hundred twenty (320)** hours. Vacation accruals in excess of ~~three hundred (300)~~ **three hundred twenty (320)** hours shall be

reduced to ~~three hundred (300)~~ **three hundred twenty (320)** hours by the Employer at the end of the pay period in which the excess accrual exceeds ~~three hundred (300)~~ **three hundred twenty (320)** hours.

4. Employees shall request vacation leave in accordance with the bidding procedures defined under Item E. Paid Leave Selection.

#### E. PAID LEAVE SELECTION

The following agreements apply to the selection procedures for vacations and floating holidays, hereafter referred to as vacation slots. The procedures shall apply to both daily and weekly slots of time. Weekly slots shall be bid separately from daily slots. The Employer shall determine the number of vacation slots available for paid leave.

1. A vacation year will run from February 1 to January 31. Vacation slots shall be bid and awarded by seniority selections conducted during the following time periods:
  - a. A full vacation bid will begin within the last fifteen (15) days of January of each year.
  - b. An ongoing Friday bid will be conducted for any available vacation slots. Friday bids shall be submitted by proxy.
  - c. The employee is responsible to contact the Employer within their appointed time in order to bid.
  - d. In the event an employee fails to bid at the appropriate date and time, the employee will bid after the last scheduled bid of that day and before the first scheduled bid of the next day. If the employee fails to bid by the first scheduled bid of the next day, their bid time will fall to the end of that day. This process continues to the end of the bid period.**
  - e. If an employee takes time off and does not have adequate vacation time to cover the complete day, a floating holiday will be used for the day instead of vacation time. If floating holiday time is not available, vacation hours would be used and the remaining time would be leave without pay.
2. Vacations may be split into periods of one (1) or more full weeks. Vacation days may be combined with floating holidays and/or observed holidays to make up a full week. An employee may bid full-week vacations and up to five (5) single days.

A vacation week shall commence at 12:01 AM Sunday and end at 12:00 midnight Saturday.

3. An employee may bid hours only actually earned at time of bid and may not bid hours on anticipated accruals.



**If twenty-one (21) days prior to an employee's vacation, it is apparent that the employee will not have adequate accrued vacation and/or floating holiday time to cover the vacation, the vacation for that employee shall be canceled and made available for bid. The entire week shall be posted for bid. If the week is not bid, the time shall be made available on a single day basis.**

4. An employee may cancel vacation in a manner that does not break up a full vacation week; provided however, vacation weeks may not be canceled during the twenty-one (21) calendar days prior to the scheduled start time of the vacation. (All vacation weeks start at 12:01 AM Sunday.) Vacation slots canceled shall be posted for bid no later than the first Monday following cancellation. Single days slots may be canceled by 10:00 AM the day prior to the vacation day.

Accrued vacation leave hours and/or accrued floating holidays may not be used to supplement sick leave unless the sick related time-off extends beyond seven (7) consecutive calendar days. If the sick related time-off extends beyond seven (7) consecutive days, **on the eighth (8th) day** the employee will be required to use accrued vacation leave hours and/or accrued floating holidays **(in that order)** to supplement sick leave retroactively from the first day of the medical leave not covered by accrued sick leave. Accrued leaves shall be used until the employee returns to work or until all accrued leaves are exhausted. The requirement to use all available accrued leaves is in accordance with Section I. Leaves of Absence Without Pay, Item 3.b.

Depending upon the length of the employee's sick related time-off, it is understood that vacation slots previously bid may need to be canceled. The twenty-one (21) day cancellation period requirement, per Item 5. above, may be waived by the Employer based upon the medical circumstances involved.

#### F. SICK LEAVE

1. Operators will accumulate sick leave at a rate equivalent to eight (8) hours for each full month of service. Sick leave hours will be credited on a pay period basis. Sick leave accumulated in one (1) year may be carried over to succeeding years to a maximum of eight hundred (800) hours.
2. Sick leave shall not accrue during leaves of absences without pay or layoffs.
3. Sick leave shall be granted for the following reasons:
  - a. Personal injury, illness, or forced quarantine of the employee.
  - b. Inpatient or outpatient medical care, dental care, and medical/dental appointments of the employee.

- c. Pregnancy, childbirth, or pregnancy-related condition of an employee which prevents the employee from performing her normal job duties.
- d. To care for an employee's spouse or designated other with a health condition that requires treatment or supervision.

"Designated other" shall be defined as an individual which the employee has designated at the beginning of each calendar year; the designation must be received by the Employer by January 15 of each year. Designation shall be made by completing an "Employee Designated Other" Form as furnished by the Employer. Employees shall be limited to naming only one (1) designated other.

- e. To care for an employee's child (~~eighteen (18)~~ **nineteen (19)** years of age or under), mother or father, or mother-in-law or father-in-law, with a health condition that requires treatment or supervision. The family member term applies equally to natural, step, or adoptive or custodial family relationships.
  - f. In the event of the death of an employee's lawful spouse or designated other (as defined above), or the employee or spouse's father, mother, brother, sister, child, grandparent, grandchild, aunt, or uncle, the employee may be granted sick leave with pay for a maximum of three (3) working days; provided the employee has sufficient sick leave accrued. Additional leave (vacation leave, floating holidays, or leave without pay) may be granted where circumstances warrant. Family member terms apply equally to natural, step, or foster family relationships. Verification of death may be required by the Employer. Such verification shall be in the form of a published funeral notice, obituary, or copy of death certificate.
  - g. Family Leave - State or Federal Law: In addition to the above, an employee is eligible to request unpaid time-off under Washington State's Family Leave Law (child related care) or the Federal Medical Leave Act (FMLA) (employee, child or family member related care). Written notice of the intent to take family leave must be provided to the Employer thirty (30) days before the anticipated first day of the leave, unless an emergency exists. The employee is required to submit doctor certification, on approved Employer provided forms, for all time off associated with Family Leave.
4. When an employee is absent due to illness, they must notify the Employer immediately, failure do so may result in denial of sick leave pay.

The employee may be required to submit to the Employer medical evidence of their disability from a licensed medical doctor or any other satisfactory evidence, if requested by the Employer, in order to receive sick leave pay.

The Employer will not be liable for any expenses incurred resulting from the verification of disability by a physician or any other satisfactory source of evidence.

5. Absence for part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one-half hour. Holidays and other regular days off shall not be charged against sick leave.
6. Probationary employees shall be eligible to accrue and use paid sick leave.
7. Sick Leave Cash Out/Trade Policy

- a. Cash Out at Separation of Employment or Retirement:

Upon separation of employment or retirement, under non-disciplinary circumstances and with completion of at least five (5) years of employment with the Employer, each employee shall be paid for all accumulated sick leave at the following rate:

Hours of Accrued Sick Leave	Cash Out Rate
0 to 400	1 to 5 for hours 1 to 400
401 to 600	1 to 4 for hours 1 to 600
601 to 800	1 to 3 for hours 1 to 800

**The requirement for the completion of five (5) years of employment with the Employer will be waived if the employee is laid off.**

- b. Sick Leave Trade:

Employees who have accrued in excess of four hundred (400) hours of sick leave may annually in June exercise one of the following options for hours in excess of four hundred (400) hours:

1. Trade four (4) hour increments of sick leave for one (1) hour of vacation.
2. Continue to accrue sick leave.
3. Trade four (4) hour increments of sick leave for one (1) hour of pay.

Employees will be allowed to trade up to ninety-six (96) hours of sick leave each year.

- c. All pay for sick leave cash out or trade shall be at the employee's regular, straight-time rate of pay at the time of the cash out or trade.

8. On-The-Job-Injury (Worker's Compensation)

If an employee is absent due to illness or injury for which they are receiving payment from the State Industrial Insurance, the employee may use only the number of accrued sick leave hours that, together with such payment from the

State, would not represent more than eighty (80) percent of the employee's regular wages.

The employee is required to notify the Employer at the start of their disability if the employee is electing to use accrued sick leave to supplement their earnings. Use of any paid sick leave will be calculated on a retroactive basis back to the first day in which the employee was off work due to the injury or illness, and the employee's available sick leave hours will be used until exhausted. An employee may not elect to use only a portion of their accrued sick leave; once the employee has elected to use paid sick leave to supplement their earnings, the election may not be reversed.

Upon exhaustion of accrued sick leave, the employee may elect to use, in the same manner as defined above, other accrued leave hours (vacation leave and floating holiday leave) retroactive to date of exhaustion of paid sick leave; provided however, the employee may not elect to use other paid leave hours unless the sick related time off extends beyond seven (7) consecutive days in accordance with Section E. 5. Such available leave hours will be used until exhausted. An employee may not elect to use only a portion of such accrued leaves; once the employee has elected to use other paid leave hours the election may not be reversed.

Upon return to work from a worker's compensation leave period, an employee may elect to purchase back all or a portion of the leave hours that were used and paid to the employee during the employee's disability period. The employee must notify the Employer of their intent to buy back paid leave hours; such notification must be made to the Employer within thirty (30) days from the date upon which the employee returns to work from the disability. The employee shall make payment to the Employer in the manner prescribed by the Employer for such leave hours. Once the employee has made payment to the Employer for the total amount due based on the number of hours the employee has elected to buy back, the employee's leave hours will be added back to the employee's accrual records.

## 9. Shared Leave Policy

**Employees may participate in the Shared Leave Policy adopted by the Employer on December 15, 1999. This policy allows eligible employees to donate a portion of their accrued vacation leave to other eligible employees who are in need of assistance due to serious illness or injury.**

## G. MILITARY LEAVE

### 1. Active Duty Training Requests:

An employee who is a member of the National Guard or the regular armed services of the United States shall be entitled to receive a military leave of absence with pay up to fifteen (15) work days each calendar year. Such leave shall be granted in

order that the employee may take part in active military duty in such manner and at such time as he/she may be ordered to active duty. Military leave with pay shall be paid based on the employee's regularly scheduled work hours for the period of the active military duty and shall begin upon the employee's first day off request for said military leave.

In order to be eligible for paid military leave, the employee must submit a copy of his/her military orders inclusive of the dates of the military duty required of the employee; the orders must be received by the Employer prior to commencement of the leave. If the employee is unable to submit written orders at the time of their request for a military leave, the leave shall be granted as unpaid military leave. The leave will also not be paid if the employee does not return to their position on the next scheduled work day following the expiration of the period of duty.

## 2. Other Military Requests:

An employee may be granted military leave without pay for purposes of attending required weekend drills, voluntary training activities, or for long-term required military service. Written verification of such leave may be requested by the Employer.

## H. JURY SERVICE LEAVE

An employee shall continue to receive their regular wages for any period of required service as a juror. A copy of the court notification for required jury service must be provided to the Employer. Employees will report for work when less than a normal work day is required by such duties.

## I. LEAVES OF ABSENCE WITHOUT PAY

### 1. Non-Medical Related Leave (10 Days Maximum):

- a. An employee may be granted one, or more, non-medical related leave of absences without pay of up to ten (10) days per calendar year, at the discretion of the Employer.
- b. The employee shall not be required to use all earned vacation leave and floating holiday leave benefits prior to the above defined non-medical related leave of absence without pay.
- c. Personnel benefits shall not be prorated during the above defined non-medical related leave of absence without pay.

### 2. Non-Medical Related Leave (11 Days to 1 Year):

- a. An employee may be granted a leave of absence without pay for non-medical related reasons for a period not to exceed one (1) year, at the discretion of the Employer.
  - b. A non-medical related leave of absence without pay shall only be granted to the employee if the employee has used all earned vacation leave and floating holiday leave benefits.
  - c. Applicable personnel benefits shall be prorated during the non-medical related leave of absence without pay.
3. Medical Related Leave Without Pay (1 Day to 9 Months):
- a. An employee may be granted a medical leave of absence without pay for medical related reasons for a period not to exceed nine (9) months.
  - b. A medical related leave of absence without pay shall only be granted to the employee if the employee has used all accrued leave benefits to include accrued sick leave hours, accrued vacation leave hours (includes any hours previously bid for vacation slots), and accrued floating holidays. The medical leave of absence would be effective from the date of exhaustion of all accrued leave benefits. However, in cases where the employee was eligible for and used State or Federal family leave, the medical leave without pay would be effective from the date of exhaustion of the family leave.
  - c. If the employee is on a medical related leave of absence and is receiving worker's compensation from the State, the effective date of the nine (9) month medical leave of absence would be figured in the same way as if the employee was not receiving worker's compensation. This would apply whether or not the employee had elected to use paid leave hours to supplement the disability payments the employee was receiving from the State. The employee's available leave hours to include sick leave, vacation leave, pre-bid vacation hours, and floating holidays would be calculated at full rate (in the same manner as if the employee was not receiving worker's compensation) retroactive to the first day in which the employee was off work due to injury or illness; said calculation would continue until exhaustion of all accrued leave benefits. The medical leave of absence would be effective from the date of exhaustion of all accrued leave benefits. However, in cases where the employee was eligible for and used State or Federal family leave, the medical leave without pay would be effective from the date of exhaustion of the family leave.
  - d. Applicable personnel benefits shall be prorated during the medical related leave of absence without pay.

**ARTICLE XIV: CUSTOMER SERVICE REPRESENTATIVE**

**A. PRORATION OF BENEFITS**

All eligible employees shall receive a percent of the Employer's normal contribution for monthly personnel benefits in accordance with the following schedule:

1. Insurance Coverage (medical/dental/life/disability):

The Employer shall pay the full Employer contribution amount for insurance benefits; the employee shall pay the employee contribution amount. Provided however, the Employer shall not pay contributions for insurance benefits during full calendar month leaves of absences without pay, unless such leave of absence is qualified under the Federal Medical Leave Act (FMLA).

2. Leave Accruals (vacation/sick):

- a. Employees will only accrue leave benefits per their position classification as defined as full-time at 100%, 3/4 time at 75%, and 1/2 time at 50%.
- b. Employees who work less than one half (1/2) of a pay period and are in a leave of absence without pay status shall receive prorated leave benefits in accordance with their classification; the proration will be based on hours worked. An employee who exhausts their paid leave will be credited with any newly accumulated leave time upon their return to work, or will be paid for their leave time upon termination.
- c. Leave benefits shall not be allowed during full calendar month leaves of absences without pay.

**B. INSURANCE COVERAGE (medical/dental/life/disability):**

The Employer currently provides health care insurance benefits through the State of Washington Health Care Authority. A health care advisory committee, made up of representatives from both the Employer and the Union, shall be established on an as needed basis to discuss health care insurance benefits.

**C. HOLIDAY LEAVE**

1. Observed Holidays:

All Customer Service Representatives shall be granted holiday pay in an amount equal to the employee's basic hourly rate of pay for eight (8) hours for each of the

following observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

It is understood that Customer Service Representative employees (lead and non-lead classifications) may be required to work on observed holidays.

2. Eligibility for Holiday Pay:

The employee will not be eligible for Observed Holiday pay if the employee is on approved leave without pay (LWOP) or LWOP due to exhaustion of accrued benefits on the employee's regularly scheduled work day prior to the holiday, the holiday, or the employee's regularly scheduled work day following the holiday.

**An employee is eligible for holiday pay if a pre-approved medical appointment places the employee in LWOP.**

**An employee who receives a late report but shows up for and completes their work day, or an employee who selects to use leave without pay (LWOP) on a reduced service holiday, will continue to be eligible for holiday pay.**

3. Holiday Service Bid

The Employer agrees to hold a general observed holiday work bid at least once each calendar year, if needed, for all employees. Employees will be able to select their observed holiday work in accordance with their individual division seniority, as defined in Article X-Customer Service section.

4. Floating Holidays

- a. Employees who are employed as of January 1 of each year and who are in active status, shall be entitled to five (5) non cumulative floating holidays per calendar year. Such floating holidays may be taken at any time during the year. Active status for the purposes of qualifying for five (5) floating holidays, is defined as being in paid status, including paid leave, during all or part of the fifteen (15) day time period beginning January 1 and ending January 15.

Operators, who do not qualify for five (5) floating holidays and return to work after January 15, shall be entitled to accrue floating holidays on their date of return to work per the following schedule. Such floating holidays will not be paid on a retroactive basis.

Returning to work by April 1:	4
Returning to work by July 1:	3
Returning to work by October 1:	2



A new Customer Service Representative, certified as a Customer Service Representative on Probation after January 1, will receive one floating holiday on the date of certification and will accrue floating holidays according to the following schedule:

April 1: 1  
 July 1: 1  
 October 1: 1

- b. Employees shall request floating holidays in accordance with the bidding procedures defined under Item D. Vacation Leave.
- c. Floating holidays may not be carried over into the succeeding calendar year, nor may an employee be paid in lieu of taking floating holidays.
- d. Floating holidays will be paid based on the scheduled hours of work for the day which the holiday is taken.

D. VACATION LEAVE

- 1. Employees covered by this Agreement shall accrue vacation leave by reason of tenure based on the following schedule of continuous service with the Employer:

Years of Service	Annual Vacation Hours
1 - 2	80
3 - 4	96
5 - 8	120
9 - 12	136
13- 16	152
17 or more	160

- 2. Employees will only accrue vacation leave benefits per their position classification as defined as full-time at 100%, 3/4 time at 75%, and 1/2 time at 50%.
- 3. Accrued vacation shall be credited on a pay period basis. Vacation accrued during the employee's initial probationary period shall not be credited until the employee has completed their probationary period.
- 4. The maximum number of vacation credits that an employee may accrue at any one time is ~~three hundred (300)~~ **three hundred twenty (320)** hours. Vacation accruals in excess of ~~three hundred (300)~~ **three hundred twenty (320)** hours shall be reduced to ~~three hundred (300)~~ **three hundred twenty (320)** hours by the Employer at the end

of the pay period in which the excess accrual exceeds ~~three hundred (300)~~ **three hundred twenty (320)** hours.

5. The Employer will hold a general vacation bid at least once each calendar year. Prior to the vacation bid, the Employer will designate any weeks within the calendar year which would not be available for vacations due to service changes or heavy work load. The two (2) weeks prior to each service change and the week of the service change will not be available for vacations.
6. Employees will be able to select their vacation leave from the available weeks posted in accordance with their individual division seniority.
7. For bid purposes an employee may bid hours only actually earned at time of bid and may not bid hours on anticipated accruals. If an employee takes time off and does not have adequate vacation time to cover the complete day, a floating holiday will be used for the day instead of vacation time. If floating holiday time is not available, vacation hours would be used and the remaining time would be leave without pay.
8. A vacation week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.
9. There will be one (1) guaranteed vacation slot per day. Vacations may be bid in blocks of two (2) or more days. Partial day vacation requests will be considered as full days for awarding purposes. Remaining single days will be available for bid after the vacation bid is complete.
10. The vacation sign-up sheet will be posted in the Customer Service office seven (7) days prior to the bid. Bids may be submitted in writing on the Bid Time-Off Request form or in person on the vacation sign-up sheet.
11. Vacation weeks must be canceled by fourteen (14) calendar days prior to the scheduled start time of the vacation. Single day slots must be canceled by 5:00 p.m. on Tuesday of the week prior.
12. Canceled weeks will be posted and will be available on a seniority basis. If the canceled vacation days are not bid, it will be converted to single day availability.
13. If a person does not bid at his/her scheduled bid time, it will be assumed that he/she does not wish to bid at this time and will be passed over.
14. After the bid is complete, open vacation and single days will be available on a first come, first serve seniority basis. Paid leave requests after the vacation bid may be

submitted in writing on the standard Time-Off Request form for any open vacation slots during the bid period. The requests will be subject to availability and approval by the Customer Service Supervisor.

15. If a problem arises under this section, the Employer and the Union agree to meet and attempt to resolve the problem to the mutual benefit of the parties involved.

#### E. SICK LEAVE

1. Employees will only accrue sick leave benefits per their position classification as defined as full-time at 100%; 3/4 time at 75%, and 1/2 time at 50%. For example, full-time employees will accumulate sick leave at a rate equivalent to eight (8) hours for each full month of service. Sick leave hours will be credited on a pay period basis. Sick leave accumulated in one (1) year may be carried over to succeeding years to a maximum of eight hundred (800) hours.
2. Sick leave shall not accrue during leaves of absences without pay or layoffs.
3. Sick leave shall be granted for the following reasons:
  - a. Personal injury, illness, or forced quarantine of the employee.
  - b. Inpatient or outpatient medical care, dental care, and medical/dental appointments of the employee.
  - c. Pregnancy, childbirth, or pregnancy-related condition of an employee which prevents the employee from performing her normal job duties.
  - d. To care for an employee's spouse or designated other with a health condition that requires treatment or supervision.

"Designated other" shall be defined as an individual which the employee has designated at the beginning of each calendar year; the designation must be received by the Employer by January 15 of each year. Designation shall be made by completing an "Employee Designated Other" Form as furnished by the Employer. Employees shall be limited to naming only one (1) designated other.

- e. To care for an employee's child (~~eighteen (18)~~ **nineteen (19)** years of age or under), mother or father, or mother-in-law or father-in-law, with a health condition that requires treatment or supervision. The family member term applies equally to natural, step, or adoptive or custodial family relationships.

- f. In the event of the death of an employee's lawful spouse or designated other (as defined above), or the employee or spouse's father, mother, brother, sister, child, grandparent, grandchild, aunt, or uncle, the employee may be granted sick leave with pay for a maximum of three (3) working days; provided the employee has sufficient sick leave accrued. Additional leave (vacation leave, floating holidays, or leave without pay) may be granted where circumstances warrant. Family member terms apply equally to natural, step, or foster family relationships. Verification of death may be required by the Employer. Such verification shall be in the form of a published funeral notice, obituary, or copy of death certificate.
  - g. Family Leave - State or Federal Law: In addition to the above, an employee is eligible to request unpaid time-off under Washington State's Family Leave Law (child related care) or the Federal Medical Leave Act (FMLA) (employee, child or family member related care). Written notice of the intent to take family must be provided to the Employer thirty (30) days before the anticipated first day of the leave, unless an emergency exists. The employee is required to submit doctor certification, on approved Employer provided forms, for all time off associated with Family Leave.
4. When an employee is absent due to illness, they must notify the Employer immediately, failure do so may result in denial of sick leave pay.

The employee may be required to submit to the Employer medical evidence of their disability from a licensed medical doctor or any other satisfactory evidence, if requested by the Employer, in order to receive sick leave pay.

The Employer will not be liable for any expenses incurred resulting from the verification of disability by a physician or any other satisfactory source of evidence.

5. Absence for part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one-half (1/2) hour. Holidays and other regular days off shall not be charged against sick leave.
6. Probationary employees shall be eligible to accrue and use paid sick leave.
7. Sick Leave Cash Out/Trade Policy
- a. Cash Out at Separation of Employment or Retirement:

Upon separation of employment or retirement, under non-disciplinary circumstances and with completion of at least five (5) years of employment with

the Employer, each employee shall be paid for all accumulated sick leave at the following rate:

Hours of Accrued Sick Leave	Cash Out Rate
0 to 400	1 to 5 for hours 1 to 400
401 to 600	1 to 4 for hours 1 to 600
601 to 800	1 to 3 for hours 1 to 800

**The requirement for the completion of five (5) years of employment with the Employer will be waived if the employee is laid off.**

b. Sick Leave Trade: Employees who have accrued in excess of four hundred (400) hours of sick leave may annually in June exercise one of the following options for hours in excess of four hundred (400) hours:

1. Trade four (4) hour increments of sick leave for one (1) hour of vacation.
2. Continue to accrue sick leave.
3. Trade four (4) hour increments of sick leave for one (1) hour of pay.

Employees will be allowed to trade up to ninety-six (96) hours of sick leave each year.

c. All pay for sick leave cash out or trade shall be at the employee's regular, straight-time rate of pay at the time of the cash out or trade.

8. On-The-Job-Injury (Worker's Compensation)

If an employee is absent due to illness or injury for which they are receiving payment from the State Industrial Insurance, the employee may use only the number of accrued sick leave hours that, together with such payment from the State, would not represent more than eighty (80) percent of the employee's regular wages.

The employee is required to notify the Employer at the start of their disability if the employee is electing to use accrued sick leave to supplement their earnings. Use of any paid sick leave will be calculated on a retroactive basis back to the first day in which the employee was off work due to the injury or illness, and the employee's available sick leave hours will be used until exhausted. An employee may not elect to use only a portion of their accrued sick leave; once the employee has elected to use paid sick leave to supplement their earnings, the election may not be reversed.

Upon exhaustion of accrued sick leave, the employee may elect to use, in the same manner as defined above, other accrued leave hours (vacation leave and floating

holiday leave) retroactive to date of exhaustion of paid sick leave; provided however, the employee may not elect to use other paid leave hours unless the sick related time off extends beyond seven (7) consecutive days. Such available leave hours will be used until exhausted. An employee may not elect to use only a portion of such accrued leaves; once the employee has elected to use other paid leave hours the election may not be reversed.

Upon return to work from a worker's compensation leave period, an employee may elect to purchase back all or a portion of the leave hours that were used and paid to the employee during the employee's disability period. The employee must notify the Employer of their intent to buy back paid leave hours; such notification must be made to the Employer within thirty (30) days from the date upon which the employee returns to work from the disability. The employee shall make payment to the Employer in the manner prescribed by the Employer for such leave hours. Once the employee has made payment to the Employer for the total amount due based on the number of hours the employee has elected to buy back, the employee's leave hours will be added back to the employee's accrual records.

#### 9. **Shared Leave Policy**

**Employees may participate in the Shared Leave Policy adopted by the Employer on December 1, 1999. This policy allows eligible employees to donate a portion of their accrued vacation leave to other eligible employees who are in need of assistance due to serious illness or injury.**

#### F. MILITARY LEAVE

##### 1. Active Duty Training Requests:

An employee who is a member of the National Guard or the regular armed services of the United States shall be entitled to receive a military leave of absence with pay up to fifteen (15) work days each calendar year. Such leave shall be granted in order that the employee may take part in active military duty in such manner and at such time as he/she may be ordered to active duty. Military leave with pay shall be paid based on the employee's regularly scheduled work hours for the period of the active military duty and shall begin upon the employee's first day off request for said military leave.

In order to be eligible for paid military leave, the employee must submit a copy of his/her military orders inclusive of the dates of the military duty required of the employee; the orders must be received by the Employer prior to commencement of the leave. If the employee is unable to submit written orders at the time of their request for a military leave, the leave shall be granted as unpaid military leave. The

leave will also not be paid if the employee does not return to their position on the next scheduled work day following the expiration of the period of duty.

2. Other Military Requests:

An employee may be granted military leave without pay for purposes of attending required weekend drills, voluntary training activities, or for long-term required military service. Written verification of such leave may be requested by the Employer.

G. JURY SERVICE LEAVE

An employee shall continue to receive their regular wages for any period of required service as a juror. A copy of the court notification for required jury service must be provided to the Employer. Employees will report for work when less than a normal work day is required by such duties.

H. LEAVES OF ABSENCE WITHOUT PAY

1. Non-Medical Related Leave (10 Days Maximum):

- a. An employee may be granted one, or more, non-medical related leave of absences without pay of up to ten (10) days per calendar year, at the discretion of the Employer.
- b. The employee shall not be required to use all earned vacation leave and floating holiday leave benefits prior to the above defined non-medical related leave of absence without pay.
- c. Personnel benefits shall not be prorated during the above defined non-medical related leave of absence without pay.

2. Non-Medical Related Leave (11 Days to 1 Year):

- a. An employee may be granted a leave of absence without pay for non-medical related reasons for a period not to exceed one (1) year, at the discretion of the Employer.
- b. A non-medical related leave of absence without pay shall only be granted to the employee if the employee has used all earned vacation leave and floating holiday leave benefits.

- c. Applicable personnel benefits shall be prorated during the non-medical related leave of absence without pay.
3. Medical Related Leave Without Pay (1 Day to 9 Months):
- a. An employee may be granted a medical leave of absence without pay for medical related reasons for a period not to exceed nine (9) months.
  - b. A medical related leave of absence without pay shall only be granted to the employee if the employee has used all accrued leave benefits to include accrued sick leave hours, accrued vacation leave hours (includes any hours previously bid for vacation slots), and accrued floating holidays. The medical leave of absence would be effective from the date of exhaustion of all accrued leave benefits. However, in cases where the employee was eligible for and used State or Federal family leave, the medical leave without pay would be effective from the date of exhaustion of the family leave.
  - c. If the employee is on a medical related leave of absence and is receiving worker's compensation from the State, the effective date of the nine (9) month medical leave of absence would be figured in the same way as if the employee was not receiving worker's compensation. This would apply whether or not the employee had elected to use paid leave hours to supplement the disability payments the employee was receiving from the State. The employee's available leave hours to include sick leave, vacation leave, pre-bid vacation hours, and floating holidays would be calculated at full rate (in the same manner as if the employee was not receiving worker's compensation) retroactive to the first day in which the employee was off work due to injury or illness; said calculation would continue until exhaustion of all accrued leave benefits. The medical leave of absence would be effective from the date of exhaustion of all accrued leave benefits. However, in cases where the employee was eligible for and used State or Federal family leave, the medical leave without pay would be effective from the date of exhaustion of the family leave.
  - d. Applicable personnel benefits shall be prorated during the medical related leave of absence without pay.



## **ARTICLE XV - OTHER WORKING CONDITIONS**

### **(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

#### **A. STATE PENSION**

All eligible employees shall be covered by the Washington State Public Employees' Retirement System.

#### **B. DEFERRED COMPENSATION PLAN**

The Employer will contribute 6.20 percent (0.0620) of total wages to the deferred compensation plan, as established by the Employer under Section 457 or 401(k) of the Internal Revenue Code, for each participating employee on a per pay period basis. Effective with the first paycheck of 1997, Coach and Van Operators may elect to participate in the 401(k) plan.

Effective the first pay period after July 1, 1998, the Employer will contribute 7.65 percent (0.0765) of total wages, for those employees hired on or before March 31, 1986, and 6.20 percent (0.0620) of total wages for those employees hired on or after April 1, 1986, to a deferred compensation plan, as established by the Employer under Section 457 or 401(k) of the Internal Revenue Code, for each participating employee on a per pay period basis.

The employees shall be covered by this deferred compensation plan unless the Employer is required to contribute additional FICA (Federal Insurance Contributions Act) employee contribution matches. It is agreed that these amounts will offset the Employer's contributions as defined above.

The provisions of this section shall only apply to an employee electing to make contributions to the same deferred compensation plan in an amount equal to, or more than, the Employer's contribution as defined above. The Employer shall have no obligation to contribute to the deferred compensation plan for employees who fail to contribute to the plan, or for those employees who choose to contribute less than the established Employer contribution amount as defined above.

Once each calendar year, employees will have the opportunity to change which of the deferred compensation plans, established by the Employer, they participate in.

#### **C. TUITION REIMBURSEMENT**

The Employer shall establish an account from which employees will be eligible to be reimbursed for educational training courses under the following conditions:

1. The employee has made application for, and received written approval from their department director, or the director's designee, for each course prior to the taking of the course.
2. The employee submits satisfactory completion of the course. In terms of an academic grade a "C" or better shall meet this requirement.
3. Funds for the course are available in the current budget.
4. The course is related either directly or indirectly to the employee's position.
5. All books and other materials purchased by or reimbursed by the Employer shall become the property of the Employer at the completion of the course. Such books will be placed in the Employer's library or other location as appropriate for use by other employees.
6. This account shall be funded by the Employer in the amount of \$5,000 per year.

#### D. PHYSICAL EXAMINATIONS

For purposes of this section, "physical examination" shall include an employee's physical or mental condition; and "physician" shall be defined as an individual who is licensed in the State of Washington to perform the required examination.

Required drug and/or alcohol testing will fall under the Employer's drug and alcohol policies.

##### 1. Periodic Examination

The Employer may at any time require an employee to undergo a periodic physical examination by an Employer selected physician to determine an employee's qualifications to adequately perform their work assignments. The Employer will compensate the employee for lost work hours, up to two (2) hours maximum, and the cost of the physical examination if performed by an Employer selected physician.

Refusal to submit for a physical examination when requested by the Employer may constitute just cause for termination of employment.

##### 2. CDL Renewal Examination

An employee may select a personal physician for a CDL (Commercial Driver's License) renewal examination at the employee's expense; provided however, if the employee chooses to use the Employer selected physician for a CDL renewal examination, the cost of such examination shall be paid by the Employer. CDL renewal examinations shall be scheduled on the employee's own time.

### 3. Return to Work Examination

An employee who wishes to return to work from a sick leave, or a leave of absence, due to a physical disability which prevented the employee from performing their assigned work, shall provide the Employer with a medical release from a physician of the employee's choosing, at the employee's expense, which indicates the employee is fully able to perform all of the work of the position in which the employee is employed. Should the Employer refuse to accept the employee's medical release, the employee shall be required to undergo an examination by the Employer selected physician as soon as an appointment can be scheduled by the Employer.

### 4. Examination Review

Should any Employer required physical examination reveal the employee is unqualified to perform their assigned work, they may, at their option, have a review of their case in the following manner:

- a. Within ten (10) calendar days from the date of the employee's notification that they are unqualified to perform their assigned work, the employee may employ a physician of their choosing, at their own expense, for the purpose of conducting a further examination for the same purpose as the physical examination made by the Employer selected physician. A copy of the findings of the physician chosen by the employee involved shall be furnished to the Employer. In the event that such findings verify the findings of the Employer selected physician, no further medical review of the case shall be afforded.
- b. In the event there is a difference of opinion relative to the diagnosis between the Employer's examining physician and the physician chosen by the employee, a physician shall be mutually designated by the Employer's physician and the employee's physician. The mutually designated physician's decision relative to the diagnosis shall be final and binding as to the physical and mental fitness of the employee to perform the work of the position which the employee is employed in. Should the mutually designated physician rule in favor of the employee, the employee shall be allowed to return to work.

The costs incurred for the mutually designated physician's examination shall be borne equally by the Employer and the Union.

## E. EMPLOYEE UNIFORMS

The Employer shall furnish each new operator with a complete set of uniforms. Upon issue of new uniforms, the Employer shall implement a voucher process for the payment of replacement uniforms for each operator; the amount will be \$150 per

employee per year; provided however, the \$150 amount will be prorated during the first year of issue.

The Employer reserves the right to implement a uniform dress code for Customer Service Representatives at a future date.

#### F. EMPLOYER SPONSORED EVENTS OR PROGRAMS

Employees participating in ~~any transit route or other~~ Employer sponsored events **or programs**, ~~or Employer sponsored program (e.g. commuter trip reduction program)~~, shall be entitled to receive such prizes, awards, incentives, and compensation as the Employer may deem appropriate.

#### G. TRANSPORTATION PASSES

Free transportation passes shall be provided to all active employees, and their dependents. For purposes of this section, dependents shall be defined as the employee's spouse or children (child must be nineteen [19] years of age or under). The term child applies equally to natural, step, or adoptive or custodial family relationships. Transportation passes will also be provided to all retired employees and their spouses. The passes will be honored on all of the Employer's regularly scheduled buses and vans.

#### H. EXACT FARE

The exact fare system which was instituted January 1, 1975 shall be continued for the life of this Agreement.

## **ARTICLE XVI - EMPLOYER RULES AND REGULATIONS**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

The Employer agrees to notify the Union of any changes in the Employer's rules and regulations. The Employer further agrees to make a copy of the Employer's rules and regulations available to all employees.

## **ARTICLE XVII - WAGES**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

Employees covered by this Agreement shall be compensated in accordance with the applicable wage schedules specified in Appendix A of this Agreement. The wage schedules shall be considered a part of this Agreement.

## **ARTICLE XVIII - SAVINGS CLAUSE**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

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 portions of this Agreement shall remain in full force and effect.

## **ARTICLE XIX - ENTIRE AGREEMENT**

**(ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written 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.

## ARTICLE XX - TERM

### (ARTICLE APPLIES TO OPERATORS AND CUSTOMER SERVICE REPRESENTATIVES)

This Agreement shall become effective January 1, ~~1999~~ **2000**. It shall remain in full force and effect until December 31, ~~1999~~ **2002**.

Dated and signed this 5th day of January, 2000.

#### FOR INTERCITY TRANSIT

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**KEN BACK**  
Authority Chairperson

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**MIKE HARBOUR**  
General Manager

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**SUSAN HANSON**  
Marketing & Communications  
Director

---

**JIM MERRILL**  
Operations Director

---

**MELODY JOHNSON**  
Human Resources Director

---

**CHRISTINE DiRITO**  
Human Resources Analyst

#### FOR THE AMALGAMATED TRANSIT UNION, LOCAL DIVISION 1384

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**FRED ROPES**  
President/Business Agent

---

**MIKE POWELL**  
Financial Secretary/Asst. Business Agent

---

**JERRY BASCH**  
Executive Board Officer

---

**DAVID PLUMMER**  
Executive Board Officer

---

**CHUCK GRAHAM**  
Chief Shop Steward

---

**BILL FLETCHER**  
Shop Steward

---

**LORI JOHNSON**  
Shop Steward

---

**JULIE McCUISTON**  
Contract Committeeperson

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**MIKE LOCKWOOD**  
Contract Committeeperson

**APPENDIX A  
COACH OPERATORS, VAN OPERATORS  
AND CUSTOMER SERVICE REPRESENTATIVES  
WAGE SCHEDULES**

Wage rates to be effective the first full pay period after January 1 of each year. For the year 2000, effective pay period begins on Sunday, January 2, 2000.

<b>COACH OPERATORS</b>	<b>TIME</b>	<b>JANUARY 2000</b>	<b>JANUARY 2001</b>	<b>JANUARY 2002</b>
Probation	0 - 6 months	11.14	11.42	11.76
Operator I	12 months	11.92	12.22	12.59
Operator II	12 months	12.78	13.10	13.48
Operator III	12 months	13.70	14.04	14.46
Operator IV	12 months	14.69	15.06	15.51
Operator V	12 months	15.74	16.13	16.61
Operator VI		16.90	17.32	17.84

<b>VAN OPERATORS</b>	<b>TIME</b>	<b>JANUARY 2000</b>	<b>JANUARY 2001</b>	<b>JANUARY 2002</b>
Operator I Probation	0 - 6 months	9.89	10.14	10.44
Operator II	6 months	9.89	10.14	10.44
Operator III	12 months	10.63	10.90	11.23
Operator IV	12 months	11.41	11.70	12.05
Operator V	12 months	12.22	12.53	12.91
Operator VI		13.50	14.10	14.84

<b>CUSTOMER SERVICE REPRESENTATIVES</b>	<b>TIME</b>	<b>JANUARY 2000</b>	<b>JANUARY 2001</b>	<b>JANUARY 2002</b>
Probation	0 - 6 months	10.14	10.39	10.70
C.S. Representative I	12 months	11.15	11.43	11.77
C.S. Representative II	12 months	11.71	12.00	12.36
C.S. Representative III	12 months	12.29	12.60	12.98
C.S. Representative IV	12 months	12.92	13.24	13.64
C.S. Representative V	12 months	13.56	13.90	14.32
C.S. Representative VI		14.24	14.60	15.04
Lead C.S. Rep. I	12 months	14.45	14.81	15.26
Lead C.S. Rep. II	12 months	15.18	15.56	16.03
Lead C.S. Rep. III		15.93	16.33	16.82

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