

**LABOR AGREEMENT**

**By and Between**

**PARATRANSIT SERVICES**

**and**

**AMALGAMATED TRANSIT UNION, LOCAL 587, AFL-CIO**

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**LABOR AGREEMENT**

**By and Between**

**PARATRANSIT SERVICES**

**and**

**AMALGAMATED TRANSIT UNION, LOCAL 587, AFL-CIO**

**PREAMBLE**

This Agreement is by and between Paratransit Services (the Employer) for its operations located at 2417 West 19th Street, Port Angeles, Washington and Forks, Washington and Amalgamated Transit Union, Local 587, AFL-CIO (the Union).

We recognize that our mutual goal is to provide safe, comfortable, efficient and economical transportation services to the citizens of Clallam and County.

Further, to achieve this goal we recognize the need for trust, cooperation and mutual respect.

**ARTICLE 1 - RECOGNITION**

- 1.1 The Employer hereby agrees to recognize and accept the Union as the sole and exclusive bargaining agent for all drivers, dispatchers, customer service representatives and vehicle maintenance personnel that are employed by the Employer at its 2417 West 19th Street, Port Angeles, Washington or Forks, Washington locations. It is further understood and agreed that Guards, Supervisors and Confidential employees are excluded from the terms of this Agreement. Confidential employees are those employees who handle confidential material and matters on behalf of the employer.
- 1.2 Both Parties agree that the janitorial classification (as described in the job description dated 7/15/00) and the bus washer classification (as described in the job description dated 7/15/00) which duties are performed by no more than one person, nor more than 25 hours per week (per classification) will not be covered under this contract.
- 1.3 Any and all new job classifications, and changes to existing job descriptions that include the removal of existing duties, or assignment of permanent additional duties, or the moving or reshuffling of duties between classifications (excluding management and supervisory classifications) will be negotiated with the Union. Concerns over job descriptions will be handled first by the LRC. If both parties

mutually agree they have reached and impasse, then a mediator will assist the parties to reach an agreement.

- 1.4 It is recognized by the parties that no provision of this Agreement is intended to violate any requirement or rule established by law or contract(s). No modification of this Agreement shall be made unless reduced in writing and signed by the Employer and Union.
- 1.5 When classifications listed in Article 1.1 are affected by the decision to subcontract, or the work being contracted-out would be covered under article 1.3, then the Employer and Union will mutually agree to the length of the contract using the MOA process. See Article 4.1

## **ARTICLE 2 - DEFINITIONS**

- 2.1 For the purpose of this Agreement, the following definitions shall be understood as follows:
  1. "Employer" shall mean Paratransit Services.
  2. "Employee" shall mean all represented employees as defined in 1.1.
  3. "Bargaining Agent" or "Union" shall mean the Amalgamated Transit Union, Local 587, AFL-CIO.

## **ARTICLE 3 - UNION MEMBERSHIP**

- 3.1 All employees under the terms of this Agreement who are presently employed or who may become employed hereafter shall make application to become a member of the Union within thirty (30) days after his/her date of employment, except as otherwise restricted or provided for, by law. However, if the Employee is a member of a bona fide religious organization which denies Union membership, the above requirements shall be satisfied by the payment of an amount equal to initiation fees and regular Union dues to a non-religious charitable organization approved by the Union.
- 3.2 Except as noted in 3.1, Union membership is a condition of continued employment and the employee shall pay initiation fees, assessments and regular monthly dues as required by the Union Bylaws.
- 3.3 The Employer agrees to notify the Union within thirty (30) days when new employees are hired, whether full-time or regular part-time, or on-call and when employees are no longer employed by the Employer.

- 3.4 Upon receipt of a written and signed authorization by the employee, the Employer agrees that on or before the tenth day of each month, it will check-off and remit to the Financial Secretary of the Union on a monthly basis the membership dues, assessments and initiation fee required by the Union.
- 3.5 The Union shall indemnify and hold harmless the Employer from any and all liability, loss or damage the Employer may suffer as a result of the claims, demands, costs, attorney fees and judgments which may arise by reason of action taken by the Employer under this Article.
- 3.6 Failure of any Employee to apply for and maintain a good standing membership in accordance with Articles 3.1 and 3.2 shall constitute cause for dismissal; however, the Employer has no duty to act until the Union makes a written request for discharge and verifies that the Employee received written notification of the delinquency, including the amount owing and method of calculation, and that non-payment within seven (7) days will result in discharge by the Employer. The Employer will have up to fourteen (14) days to release the Employee after receipt of the written notification from the Union.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The Employer retains all rights related to the management of the Company and its business and the direction of its working forces. This includes, but is not limited to, the following: to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations. Employer reserves the right to subcontract work, however, see Article 1.5.

#### **ARTICLE 5 - NON-DISCRIMINATION**

- 5.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief marital status, or mental or physical handicap.
- 5.2 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.
- 5.3 In the event Human Rights Commission jurisdiction is invoked in any matter addressed by this Agreement, no proceeding may be taken under this Agreement with respect to the matter while such jurisdiction is pending, and action under this Agreement shall be superseded in the event of conclusion of the matter before the Human Rights Commission.

## **ARTICLE 6 - LABOR RELATIONS COMMITTEE**

- 6.1 The Employer and the Union agree to establish a committee to be know as the "Labor Relations Committee". These meetings, which may be called by the EMPLOYER or UNION as needed, shall be held for the purpose of discussing the following:
- a) Policies, procedures and contract issues affecting the working relationship between the Employer and the Union.
  - b) Negotiating all issues relating to benefits (excluding Article 23- Group Insurance).
  - c) Other subjects which may be mutually agreed upon as the need arises.

## **ARTICLE 7 - UNION ACTIVITIES**

- 7.1 Upon written notification from the Union, the Employer will recognized designated shop stewards to represent the employees in the bargaining unit for the purpose of grievances and disputes arising out of or by virtue of the bargaining agreement.
- 7.2 The Employer will allow the Union to detail Union Officers, without pay and without loss of seniority, benefits or other rights, to conduct Union business. The Union will provide as much advance notice as possible. The Employer will make every effort to accommodate the Union's request. As a last resort, the Employer will contact the Union and options will be discussed including the possible cancellation of approved leaves in inverse seniority.
- 7.3 Members of the Union shall be granted short leaves of absence not to exceed 15 calendar days to attend Union sponsored activities, when requested, without pay and without loss of seniority, benefits or other rights provided 14 days notice is given to the Employer for such leaves of absence. The Employer may extend such leaves upon request of the Union.
- 7.4 Employees elected or appointed to a full-time office in Local 587 will be granted a leave of absence without pay and without loss of seniority for their entire term of office.

## **ARTICLE 8 - WRITTEN COMMUNICATIONS**

- 8.1 Written communications to the Employer from the Union will be answered within fourteen (14) calendar days in writing. Written communications from the Employer to the Union will be answered within fourteen (14) calendar days, in writing. All written communications to the Employer from the Union will be directed to the General Manager or their representative. Communications to the

Union shall be directed to the President of the Local and shop stewards shall be copied. All written discipline must be issued to the employee within fourteen (14) calendar days of the Employer's first knowledge of such infraction(s), except where there is an ongoing investigation. Notification to the employee and the Union prior to the fourteen (14)-calendar day limit of an ongoing investigation will automatically extend the period to thirty (30) work days.

- 8.2 The Employer agrees to notify the Union of any changes in its rules and policies that may effect the working conditions or performance standards of the Employees and to meet with the Union within a reasonable period of time, but not less than fourteen (14) calendar days prior to implementation. The Employer will post on a bulletin board or distribute through Employee mail boxes all adopted rules, regulations or policy changes fourteen (14) calendar days prior to their effective date, except when special circumstances preclude such a notice.

### **ARTICLE 9 - HOURS OF WORK**

- 9.1 Except as otherwise provided, eight (8) consecutive hours exclusive of a meal period shall constitute a day's work. The workweek shall be defined as forty (40) hours per week. The company will provide two consecutive days off unless otherwise agreed by both the Employee and Employer. The Employer reserves the right to create one shift with non- consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours. The workweek will begin on Sunday at 12:00 a.m., and will end on Saturday at 11:59 p.m.
- 9.2 The Employer will endeavor in good faith to schedule workweeks of either five (5) consecutive days of eight (8) consecutive hours and/or four (4) consecutive days of ten (10) consecutive hours (exclusive of meal period).

### **ARTICLE 10 - OVERTIME**

- 10.1 Overtime to be paid at time-and-one-half the Employee's regular rate of pay according to State labor laws. Any and all work, meetings, and/or assignments greater than forty (40) hours will be paid at time and one-half. Straight time will apply to under forty (40) hours in a workweek.

### **ARTICLE 11 - MEAL PERIODS**

- 11.1 Meal periods of 30 minutes will be scheduled in compliance with Washington State law. An extended meal period, up to 60 minutes, may be scheduled, subject to operational or training constraints. Drivers have the option of waiving or taking a lunch, based on management discretion. In order to waive a lunch, the

driver will be required to complete the required “Meal Waiver Form” and have it approved by management.

## **ARTICLE 12 - SENIORITY**

- 12.1 A seniority roster shall be posted on the Employee bulletin board every three (3) months, showing the name of each Employee and the date each Employee entered the service of the Employer and /or date of transfer to the operating location. The seniority of each present and future, regular full-time, regular part-time, and/or on-call Employee, shall be as defined in 12.2 of this Article and Article 19.2 for layoffs and recall, and vacations.
- 12.2 Seniority as defined for lay-offs and recall shall be the length of their continuous service, commencing with the date of hire at any location by the Employer. The job being relatively equal, seniority shall govern in layoffs and recall to the bargaining unit. Lay-offs resulting through a reduction of forces will not be considered as a break in continuous service if it does not exceed six (6) months. Lay-offs shall be conducted in inverse order of seniority. Recall shall be conducted in order of seniority.
- 12.3 Where two (2) or more Employees are hired on the same date, seniority shall be determined (a) the receipt date of application and (b) by the last four (4) digits of the social security number with the highest number being most senior.
- 12.4 Seniority for all Employees represented by the Union shall be recorded on lists certified by the Union and on file with Paratransit Services. Seniority shall be under the jurisdiction of the Union. All questions or grievances pertaining to seniority shall be settled by the Union.
- 12.5 The Union agrees to provide Paratransit Services Employees with certified seniority lists showing name(s), job classification, and seniority for shift bids, roll ups and layoffs. The Employer shall provide an up-to-date list of all new hires and job classification changes to the Union showing their hire date, job classification, application date and last four (4) digits of the social security number for those hired on the same day. The Union will provide to the Employer, an explanation of any changes appearing on these lists.
- 12.6 When the employment of any Employee is terminated voluntarily or is terminated for cause, the Employee shall lose all existing seniority.
- 12.7 It is the responsibility of the Employee to keep on file at the office of the Employer, his/her current address and telephone number where he/she can be reached in the event of recall. Employees recalled to duty will respond as quickly as possible, but in no event, later than fifteen (15) days from the date written notice of recall has been sent to the Employee. If any Employee does not report

for duty within fifteen (15) days, he/she shall be considered out of service and his name removed from the seniority roster.

- 12.8 Employees moving to supervisory position shall retain their seniority during the first twelve (12) months in such positions, and shall suffer no loss of seniority if they return to a represented position within that time.

Employees remaining in supervisory positions for more than twelve (12) months shall lose all seniority if they return to a represented position. If returning to a represented position after more than twelve (12) months in a supervisory position, Employee's wages and benefits will be determined by such Employee's original date of hire with the Employer.

Employees moving to a non-supervisory, non-represented position shall retain their seniority for their probationary period plus one month. In no event shall this right exceed seven months.

A temporary position is an assignment where a member of the collective bargaining unit is assigned to a position titled temporary. A temporary position is entitled to a one-time assignment with a definite end date unless mutually extended and agreed upon. A temporary assignment shall not exceed twelve (12) months. Anything beyond twelve (12) months shall be considered permanent and all seniority shall be lost.

- 12.9 The probationary period will 90 days. The Employer shall have no obligation to re-employ a probationary Employee if he or she is terminated during his or her probationary period.

### **ARTICLE 13 - TEMPORARY EMPLOYEES**

- 13.1 The Employer may hire temporary employees to cover for increased seasonal or temporary service demands, or to cover an Employee who is out on an extended leave if no other member of the Bargaining Unit is available or qualified to perform such job functions.
- 13.2 An employee shall be considered to be a temporary employee if their scheduled period of employment is not more than one period of up to ninety (90) days per year.

### **ARTICLE 14 - WORK ASSIGNMENTS**

- 14.1 Work assignments shall be developed by the Employer for all represented personnel to bid for by seniority a minimum of three times each year or as needed for service demands. The effective dates of the bids shall be the first business

Monday of January, the last Monday of April, and the last Monday of August. The April and August bids will be completed no later than fourteen (14) calendar days from the start of the bid. The December bid will be completed no later than thirty (30) calendar days from the start of the bid. The number of shift bids per year shall be reviewed by the LRC as needed.

- 14.2 Seniority on all bidding shall be based on the date of transfer or hire at the operating location.
- 14.3 If both the Union and Employer agree, bid shifts may contain two or more classifications of work. The Employee will be paid the wage scale for the classification he is working or the wage scale of his primary classification, whichever is greater.
- 14.4 Work will be assigned as per the "Work Assignment" sheet, a separate document that may be changed by mutual agreement as conditions warrant.

#### **ARTICLE 15 - WORK IN REPRESENTED CLASSIFICATIONS**

- 15.1 Non represented personnel may not work in any represented position except in the following three (3) situations:
  1. Emergency Staffing Situations -- Where "emergency" is defined as an unplanned, non recurring event where a position or service would not otherwise be filled.
  2. Shortage of Qualified Represented Employees -- A non represented employee may be scheduled to work in a represented classification if the following conditions are met:
    - The Employer is actively recruiting or training for the position.
    - All qualified represented Employees have or will have their full hour allotment. (See Article 9.2)
    - Represented work will be offered to qualified represented Employees first when they are not going to be put in an overtime situation. If the work assignment is not filled by a represented Employee, it may then be filled by a non-represented employee for that work shift.
  3. Where recurring gaps in scheduling occur not to exceed six (6) hours per week provided Article 9.2 is applied to full-time office staff.

**ARTICLE 16 - WAGES**

16.1 Effective January 1, 2007, all regular full-time, regular part-time and on-call Employees in the classifications below shall see the top step in each classification increase 3.5% as reflected below. For YR2 and 3 see \*\* below. Effective date of increases is based on date of hire/transfer to the position, whichever is later.

Contract year 2007

Driver

Train	DOH	6 mos	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.	7 yr.
Min	63%	67%	70%	79%	85%	91%	94%	97%	\$14.07

LEAD DRIVER -- Length of Service rate plus 10%

DISPATCHER

Train	DOH	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.
Min	67%	74%	80%	85%	91%	95%	\$14.21

CUSTOMER SERVICE REPRESENTATIVE

Train	DOH	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.
Min	83%	86%	88%	91%	95%	98%	\$10.68

MECHANIC

Train	DOH	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.
Min	75%	79%	83%	87%	91%	95%	\$17.72

16.2 An additional 50 cents (\$.50) per ASE certification (Automobile Test Series) will be added to the base hourly rate (total ASE Certifications - 8).

SERVICE MECHANIC

Train	DOH	1 yr.	2 yr.	3 yr.
<u>Min</u>	<u>85%</u>	<u>89%</u>	<u>94%</u>	<u>\$11.87</u>

16.3 When the Employer utilizes the services of a driver/trainer, for training purposes, he/she will be reimbursed a rate of 110% of base hourly rate.

16.4 The Employer will continue a bi-weekly payroll.

\*\*

Effective January 1, 2008 increase for top step based on 95% of the Seattle, Washington Consumer Price Index for Urban Wage earners and Clerical Workers (all items) as published by the U.S. Department of Labor, Bureau of Statistics with a minimum of 2% and maximum 4% increase annually.

Effective January 1, 2009 increase for top step based on 95% of the Seattle, Washington Consumer Price Index for Urban Wage earners and Clerical Workers (all items) as published by the U.S. Department of Labor, Bureau of Statistics with a minimum of 2% and maximum 4% increase annually.

## **ARTICLE 17- GENERAL CONDITIONS**

17.1 Regular Full-time Employees are defined as those who work a minimum of thirty (30) hours per week. Full-time Employees are eligible for all benefits under this agreement.

Once an Employee has obtained Employee benefits, they will continue to be benefit eligible if their category changes to non-benefit eligible for six (6) months following the change, provided they have been benefit eligible for the previous six (6) continuous months and the change to non-benefit eligible status was involuntary. This does not apply to Employees who voluntarily bid for a non-benefit eligible shift.

17.2 Regular Part-time Employees are defined as those who work a maximum of 29 hours per week, but no less than 20 hours per week.

17.3 On-Call Employees are defined as substitutes who may or may not be regularly scheduled to work on a weekly basis. On-call may work up to 19 hours per week. Hours may increase for short periods of time due to staffing shortages. On-call Employees will cover shifts for full/part-time drivers who are sick, scheduled off, on vacation or in times of driver shortages (i.e. turnover).

17.4 The parties understand that the basis of the Employer's business is wholly customer demand response, which is beyond the control of the Employer. Therefore, the maximum hours allowed for each employment status cannot be guaranteed.

17.5 Management will review employment status on a quarterly or as needed basis to ensure proper employment classification, and will meet with the Union before any position or Employee is reclassified as non-benefit eligible.

## ARTICLE 18 - HOLIDAYS

- 18.1 The following days shall be observed as holidays with pay:
- |                  |                        |
|------------------|------------------------|
| New Years Day    | Memorial Day           |
| Independence Day | Labor Day              |
| Thanksgiving Day | Christmas Day          |
| Veteran's Day    | Day After Thanksgiving |
| *Floater         | *Floater               |
| *Floater         |                        |
- \*Floating Holidays must be used within the calendar year they are earned or they will be forfeited unless otherwise allowed in Section 18.4.
- 18.2 The use of floating holidays is regulated by the contracting party. If service is not available on a specific holiday (other than listed above) due to the service contract, Employees will be required to use their floating holiday, vacation or leave without pay.
- 18.3 Approval of floaters will be based on seniority if requested two weeks in advance. Less than two week notification will be approved on a first come, first served basis.
- 18.4 Floaters for benefit eligible Employees will be prorated at the rate of 6 hours per quarter during the initial calendar year of eligibility.
- 18.5 A listing of those Employees who still have floaters on the books will be posted no later than September 1st of each year. If a request for a floating holiday has been denied two times prior to November 30th, the floater may be carried over for thirty (30) days in the next calendar year. If the floater has not been used by the end of the thirty (30) days, the floater will be forfeited.
- 18.6 When one of the above holidays falls on a Sunday, it shall be observed on the following Monday, and if it falls on a Saturday, it shall be observed on the preceding Friday.
- 18.7 Employees performing work on any of the above holidays shall be entitled to straight-time pay for all hours worked in addition to holiday pay. To be eligible for holiday pay if the day is not worked, an Employee must meet requirements in Section 12.9 and 17.1 and must have worked his or her last scheduled workday, or have a completed and approved "Request for Leave Form" before and following the holiday. If a holiday falls on an Employees regular day off, the Employee may request to take the following regularly scheduled workday off – unpaid, and at the discretion of Management.

## ARTICLE 19- VACATIONS

19.1 Vacations with pay will be granted to regular full-time Employees based upon the following schedule:

Total Paid Vacation Service	Length of Continuous
80 hours	After 1 year
120 hours	5 years
128 hours	10 years
136 hours	11 years
144 hours	12 years
152 hours	13 years
160 hours	15 years
200 hours	20 years

Employees hired before 5/1/96 are grandfathered under the previous company vacation schedule.

120 hours	4 years
160 hours	10 years
176 hours	15 years
184 hours	17 years
200 hours	20 years

19.2 Vacation leave is accruable to a maximum of 240 hours. Vacation pay will be based on the wage rate in effect when vacation is taken. Employees must take at least one week (forty (40) hours) of their accrued vacation per year in minimum eight (8) hour blocks. Employees may request a vacation payout of up to a maximum of forty (40) hours once per calendar year under the following guidelines:

Must be employed for at least four (4) years.

Must have at least one hundred twenty (120) hours of vacation on the books prior to the payout.

Must have used or is scheduled to use forty (40) hours of vacation in the calendar year.

Request must be made at least thirty (30) days in advance.

19.3 Vacation and day off request shall be approved on a first come first serve basis except when the requested time off falls in the Prime Time period as described in 19.4

19.4 Prime time shall be: The Friday preceding Memorial Day weekend to the Tuesday following the Labor Day weekend and from December 15 through January 5, inclusive.

- 19.5 Request for time off during Prime Time shall be granted as follows:
1. All request for time off during Prime Time shall be submitted by January 30th of each year.
  2. Request will be granted in seniority order.
  3. Employees are limited to one Prime Time leave request. A leave request is defined as a single day off, or a block of continuous days off including RDOs during the Prime Time period.
  4. After all Prime Time leave request have been processed, additional leave during the Prime Time Period may be granted on a first come first serve basis.
  5. All approved leave request during the Prime Time period greater than one week (8 plus days) must be used or canceled in its entirety. All approved leave request during the Prime Time period of one week (7 days) or less can not be canceled.
- 19.6 Upon return of corporation property an Employee will be reimbursed any unused vacation accrual.
- 19.7 Non benefit eligible Employees moving to a benefit eligible position will receive one year of accrual credit for each 1,900 hours worked, or portion thereof.

#### **ARTICLE 20- SICK LEAVE**

- 20.1 The Employer may require a physician's certificate or other reasonable proof of illness in the case of an absence due to illness, injury or disability for which sick leave is payable where the Employer has a reason to suspect abuse by the Employee or if the Employer questions the physical capabilities of the Employee.
- 20.2 Full-time Employees defined in Section 17.1 shall accrue sick leave days from their most recent date of hire at the rate of one-half (½) day per month and are not available for Employee use until completion of their probationary period as defined in Section 12.9. Part-time Employees as defined in Section 17.2 shall accrue sick leave days from their most recent date of hire at the rate of .9230 hours per pay period (twenty-four (24) hours per anniversary year) and are not available for Employee use until completion of their probationary period as defined in Section 12.9. If an Employee changes status from part-time to full-time, his or her accrual rate shall be converted to the full-time rate with no loss or reduction in accrued balance. Full-time to part-time accrual will revert to part-time rate. Accrued balance will remain the same. Unused sick days can be carried over from one year to another up to a maximum of twenty (20) days, or one hundred sixty (160) hours.

- 20.3 Sick leave will be paid (as outlined in Section 20.4 below) on the first day of hospitalization due to accident or illness and on the first day of any illness or injury for which hospitalization is not required.
- 20.4 Sick leave shall be granted for the Employee's illness or injury. An Employee is responsible to notify his or her supervisor no later than two hours prior to the start of his or her work shift as to the Employee's condition. Such report is deemed merely a notification of absence; the approval of sick leave will be determined on the Employee's return to work. Employees are responsible to notify supervisors daily unless they are aware they will be out for more than one day and advise their supervisor of that fact. Employees who are out for an extended period must call the office no later than 2 p.m. the day before they are to return. If the Employee is unable to notify the supervisor because of extenuating circumstances, he must validate this and receive approval from the manager.
- 20.5 Employees will be allowed to transfer sick leave from their personal sick bank to another bank in accordance with the Employer's policies provided that the person receiving sick leave will have no sick leave at the time of transfer.

#### **ARTICLE 21- FAMILY AND MEDICAL LEAVE**

- 21.1 The Employer agrees to provide leave benefits to Employees under state and federal laws regarding family leave.

#### **ARTICLE 22- BEREAVEMENT AND CIVIL LEAVE**

- 22.1 A regular full-time Employee may be granted up to seven (7) days off, (three (3) days shall be paid leave, the remainder shall be taken from accrued leave banks or leave without pay), in the event of a death in his or her immediate family, which is defined as the Employee's father, mother, sister, brother, son, daughter, grandparent, stepchildren, spouse, in-laws, grand child, step parents, or a bona fide dependent residing in the Employee's home.
- 22.2 A regular full-time Employee will be granted civil leave if such Employee is called to serve on a jury or is subpoenaed to testify in court. Such Employees will be paid the difference between their regular minimum straight-time hourly rate of pay and the compensation for the latter. Employees are required to make arrangements with their supervisor at least ten (10) workdays in advance of the absence; provided that such notification is waived if the Employee receives a subpoena requiring his or her attendance with less than ten (10) days notice. Pay for jury duty leave under this Article shall be limited to thirty workdays.

## **ARTICLE 23- GROUP INSURANCE**

- 23.1 The Employer agrees to pay the difference between the Employee premium and \$10.00 of the lowest cost medical and dental plan option for each eligible Employee under the Employer's group medical and dental plan.
- 23.2 Eligible Employees must (1) work 30 hours or more per week as defined in section 17.1 and (2) have completed their probationary period as defined in section 12.9. The waiting period for benefits is the first of the month following ninety (90) days in an eligible status on the condition that (1) and (2) above have been met.
- 23.3 Each participating Employee through payroll deduction will pay the difference between the Employer's contribution and the applicable premium amount. Employees may choose to provide dependent coverage through payroll deduction.
- 23.4 The Employer provides Medical, Dental, Vision, \$20,000 Life Insurance and Employee Assistance plans for all eligible Employees.
- 23.5 The employer currently provides a 403(b) tax deferred retirement plan for all eligible Employees. For as long as this plan is in place, the Employer will guarantee to provide Union represented Employees the same contribution level as non-represented employees.

## **ARTICLE 24- UNIFORMS**

- 24.1 The Employer shall provide uniform(s) for the Employee. The Employee shall be responsible for cleaning the uniform. The initial uniform allotment shall be:
  - Part-time/on-call Employees: 3 shirts, 3 pants, 1 jacket/sweater and 1 hat
  - Full-time Employees: 5 shirts, 5 pants, 1 jacket/sweater and 1 hat.

## **ARTICLE 25 - WORKERS' COMPENSATION**

- 25.1 The Employer shall comply with all safety, health and sanitation measures required by the Washington Industrial Safety and Health Act (WISHA) and the Federal Occupational Safety and Health Act (OSHA). The Employees shall comply with safety, health and sanitation standards, rules and regulations.
- 25.2 Any Employee who is injured on the job to the extent requiring medical treatment that results in his or her leaving work shall be entitled to pay for the time involved during his or her normal work hours. If the Employee needs immediate medical attention an ambulance will be called or a Company representative will drive the injured Employee to the doctor or hospital. In the event a doctor advises an injured Employee that he or she should not return to work because of the injury,

he or she shall, upon presenting to the Employer on the day of the injury or within a reasonable time thereafter a doctor's certificate certifying such doctor's advice, be entitled to pay for the full shift on the day of the injury only. The Employee will be required to complete an on-the-job injury report at the time of injury or as soon as reasonably possible. If the Employee is hospitalized it shall be the responsibility of the supervisor to ensure on-the-job injury reports are completed.

## **ARTICLE 26- UNEMPLOYMENT INSURANCE**

- 26.1 The Employer shall pay taxes into the Washington State Unemployment Insurance program to provide tax-free payments to Employees who are involuntarily unemployed and are determined for State Unemployment benefits.

## **ARTICLE 27- PRE-DISCIPLINARY OR TERMINATION HEARING**

- 27.1 An employee who has completed his/her probationary period will not be disciplined with time off work nor discharged without the right of a hearing at which all concerned may be present to discuss all information available to the Employer in making its decision provided this shall not apply when an Employee is subject to immediate suspension.

Whenever the Employer suspends an Employee under the provisions of this paragraph, the Union will be notified within 24 hours. Such removal shall be suspension without pay pending disciplinary time off, discharge or reinstatement of the Employee. The Employer agrees to reimburse Employees for lost wages resulting from improper removal under the provisions of this paragraph, or as may be otherwise agreed by the parties.

Disciplinary actions taken against an Employee under these provisions are subject to the grievance procedure set forth in Article 28.

## **ARTICLE 28- GRIEVANCE PROCEDURE**

- 28.1 The purpose of this article is to provide a method for the resolution of grievances raised by an Employee about a violation of this Agreement. Such grievances must be presented and processed in accordance with the following steps, time limits, and conditions set forth herein.

Probationary Employees (as defined in Section 12.9) shall be entitled to utilize this Grievance Procedure for any disciplinary actions except for termination. Probationary Employees may request a pre-termination hearing prior to final termination action.

Employees should make an effort to resolve work related issues informally with their immediate manager/supervisor prior to using this process. At any time during the grievance procedure the Union or the Employer may request a meeting for the purpose of resolving the issue.

The grievant Employee shall present the written grievance on forms provided by the Union which shall contain the following:

1. A statement of the grievance and relevant facts, including date and time of occurrence.
2. Specific provisions of the terms of this Agreement violated.
3. Remedy sought.
4. The signature of the aggrieved that information contained in the grievance is true to the aggrieved's best information and belief.

- a) *STEP ONE:* The Employee presents the formal grievance in writing to the General Manager within fourteen (14) calendar days after the date of the alleged occurrence or the Employees first knowledge of the occurrence by indicating that they have a grievance. If the General Manager is unavailable (unavailable is defined as three days or more) or the Employee believes it would be inappropriate to contact that person, the Employee, or the Union may present the grievance to the Human Resource Manager.

The General Manager shall respond to the grievance during the initial discussion or after consulting with appropriate management, when necessary. The General Manager has fourteen (14) calendar days to respond. Any discussions are followed up in writing. If the Employee is not satisfied with the resolution, he or she may go to the next step.

- b) *STEP TWO:* The Employee and/or Union presents the grievance to the General Manager in writing, who forwards to the Human Resource Manager. The Human Resource Manager investigates the grievance and discusses it with the Employee's General Manager or other involved parties. The Human Resource Manager has fourteen (14) calendar days to respond in writing. If the Employee is not satisfied with the resolution, he or she may go to the next step.
- c) *STEP THREE:* The Union presents the grievance in writing to the Chief Operating Officer (COO) or designee. The COO or designee has twenty (20) calendar days to respond in writing. If the employee is not satisfied with the resolution, he or she may request to go to mediation or formal arbitration as stated in Articles 29 and 30.

Time Limits set forth in the Article shall be strictly followed unless extended by mutual agreement in writing. Nothing herein shall be construed as meaning that the Union cannot represent the grievant Employee at all steps of the grievance process. It is the Employee's responsibility to furnish copies of the grievance or discipline to the Union office. The Employer shall furnish copies of their decisions to the Union office and to the Employee.

#### **ARTICLE 29- MEDIATION**

- 29.1 If the Employee is not satisfied with the resolution in *STEP THREE* of the grievance process and the grievance is personnel issue related, both parties may mutually agree to request non-binding mediation. The request for mediation must be made in writing within fourteen (14) calendar days after receipt of the third step response. The Union and Employer shall be assigned an impartial mediator by either the Peninsula Dispute Resolution of Clallam County or from Washington Mediation Services. The cost of the mediation shall be split 50/50. All other costs incurred shall be borne by the incurring party. It is understood that the mediator may not add to the discipline that has been assessed by the Employer nor is the mediator allowed to make contract interpretation.

#### **ARTICLE 30 - FORMAL ARBITRATION**

- 30.1 Contract interpretation and/or disciplinary actions taken by the Employer against bargaining unit Employees which involves discharge or disciplinary suspensions are subject to the arbitration provisions stated herein.
- 30.2 If the Union is not satisfied with the decision of the Employer's President or designee and the grievance remains unresolved, the grievance may be submitted within thirty (30) days to a panel of arbitrators if requested by the Union. The panel shall consist of a Union arbitrator, a Company arbitrator, and a neutral chairman. The Union arbitrator will be the Local Union President and his/her designated representative and the Company arbitrator will be the Employer's President or his/her designated representative.
- 30.3 Immediately following the presentation of the case, a decision of the majority of the panel will be final and binding. The use of witnesses will be optional. The Chairman of the panel will be required to confirm the majority decision in writing.
- 30.4 In the selection of an arbitrator, the Local Union President and Employer's President or designee, shall jointly request of the Federal Mediation and Conciliation Service, to submit a list of eleven (11) qualified impartial arbitrators. The parties shall meet within ten (10) days from receipt of the list to select one of

the listed arbitrators. If they cannot agree upon one of the arbitrators listed, the parties will alternately strike one of the names from the list until there is one name remaining. The remaining arbitrator on the list shall be duly selected arbitrator. The expenses of the arbitrator shall be split 50/50 by both parties. All other costs shall be the responsibility of the incurring party.

### **ARTICLE 31- REPORTING FOR WORK**

- 31.1 An Employee shall be considered in a payroll status when he/she reports to the designated location at the time indicated by the Employer. In the event that the Employee is not able to perform his/her duties because of a breakdown, equipment shortage, inclement weather or scheduling error, the Employer will guarantee two hours for report time. Any shift hour changes or cancellations must be conveyed to the Employee two (2) hours prior to such change. If advance notification does not occur, the Employer will pay two (2) hours for canceled assignments. The Employee may be expected to be on site during those two hours and perform additional duties as may be assigned (such as answering phones, appropriate clerical duties and assistance to drivers).

### **ARTICLE 32- LEAVES OF ABSENCE**

- 32.1 Leaves of absence may be granted by the Employer if deemed appropriate and beneficial to Paratransit Services.
- 32.2 A request for leave without pay by an Employee in order to accept other employment shall be considered as insufficient reason for approval of such request. With the approval of the Employer, leave of absence, shall be granted, without pay to full-time or regular part-time Employees for the purpose of service in the Armed Forces; provided that such request for leave shall be in writing and accompanied with a validated copy of military orders ordering such Employee into active service with the Armed Forces.
- 32.3 Personal leave of absence may be granted for up to thirty (30) days. Failure to return to work following the approved leave of absence will result in termination of employment. Extension of the thirty (30) day leave of absence may be granted based on operational needs.
- 32.4 Leaves of absence for medical reason may be granted for up to one year. Employees will be required to contact their Employer on a monthly basis while out. Upon return the Employee will be required to submit a medical release certificate.

### **ARTICLE 33- PHYSICAL EXAMINATIONS**

- 33.1 Employees are required to meet all state, federal and local guidelines relating to physical examinations and testing, including drug and alcohol testing.
- 33.2 Beginning January 1, 2002, the Employer will provide for the renewal of Department of Transportation physicals for non-benefit eligible Employees who have completed probation as defined in Section 12.9. Location of provider shall be chosen at the Employee's discretion at a cost not to exceed \$75.00 per physical.

### **ARTICLE 34- ACCIDENT REPORTS**

- 34.1 Employees will be paid at their regular rate of pay for completing reports of accidents and incidents on the date of occurrence; also Employees will be paid at their regular rate of pay when the supervisor requests time to discuss work related issues.

### **ARTICLE 35- BULLETIN BOARD**

- 35.1 A space will be allocated in the driver's room for a Union bulletin board. All postings on the Union bulletin board will be authorized by the Union. Employer will provide a bulletin board.

### **ARTICLE 36- SAVINGS CLAUSE**

- 36.1 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 existing or subsequently enacted legislation, the remaining portions of the Agreement shall remain in full force and effect.

### **ARTICLE 37- MATTERS COVERED AND COMPLETED AGREEMENT**

- 37.1 It is agreed that this document contains the full and complete Agreement on all bargainable issues at this time between the parties hereto and for all whose benefit of this Agreement is made. It is recognized that issues may need to be discussed from time to time using the LRC.

**ARTICLE 38- MUTUAL OBLIGATION**

38.1 The parties recognize that it is in their mutual best interests that the citizens of Clallam and Jefferson Counties are assured that they are receiving paratransit service in the most efficient and effective manner, and that system efficiency improvements are dependent upon maximizing the use of resources and procedural processes within management and labor. Improved system efficiency is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

**ARTICLE 39- DURATION**

39.1 This Agreement shall be effective January 1, 2007, except for those provisions of the Agreement which have been assigned other effective dates as herein above set forth and shall remain in full force and effect to and including December 31, 2009 and shall continue thereafter from year to year unless at least sixty (60) days prior to December 31, 2009 either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of January, 2007.

AMALGAMATED TRANSIT UNION  
LOCAL 587, AFL-CIO

PARATRANSIT SERVICES  
4810 Auto Center Way, Ste. Z  
Bremerton, Washington  
98312

By

By

Lance F. Norton  
President/Business Agent

David Baker  
President / CEO

Date

Date