

AGREEMENT

Between

INTERCITY TRANSIT

of

OLYMPIA, WASHINGTON

and

AMALGAMATED TRANSIT UNION

LOCAL 1765

AFL-CIO

for the period

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

*PRINTED ON RECYCLED PAPER*

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# AGREEMENT

Between

INTERCITY TRANSIT  
of  
OLYMPIA, WASHINGTON

and

AMALGAMATED TRANSIT UNION  
LOCAL 1765  
AFL-CIO

## PREAMBLE

THIS AGREEMENT made and entered into this 1st day of January 2022, by and between INTERCITY TRANSIT, Olympia, Washington, hereinafter known as the Employer, and the AMALGAMATED TRANSIT UNION, LOCAL 1765, AFL-CIO, hereinafter known as the UNION.

## ARTICLE 1 – RECOGNITION

- A. The Employer recognizes the Union as the appropriate collective bargaining representative for coach operators, van operators, dial-a-lift dispatch specialists, and customer service representatives working in classifications listed in Appendix A and Appendix B 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 and confidential personnel will not perform bargaining unit work when bargaining unit employees are available; provided however, it is understood that the supervisory or confidential personnel of the Customer Services Division or the Dial-A-Lift Division will perform bargaining unit work. The Employer agrees not to use supervisory or confidential 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 2 - UNION SECURITY

- A. All employees of Intercity Transit covered by this Agreement shall be represented by the Union as the exclusive bargaining representative of the employees regardless of membership in the Union. Employees may decline to be members of the Union.
- B. Any dues/fees paid, withheld and/or remitted to the Union by the Employer on behalf of the employee shall require advanced consent or authorization by the employee. Non-Union members shall not be required to pay dues or fees for collective bargaining and general contract administration services affecting all employees covered by this agreement.
- C. In the event an employee elects to withdraw his/her membership in the Union, the Union will promptly notify the Employer in writing of such employee's membership status. The parties agree that the application of this Section shall be in accordance with applicable state and federal laws, including RCW 41.56.
- 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.
- E. New employee seniority will be determined by the time/date stamp on their employment application.
- E. The Union shall be provided one (1) hour for purposes of orienting new employees. Orientation shall take place within five (5) days of the employee's start date.



### ARTICLE 3 - UNION ACTIVITIES

- 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 continue to accrue sick leave hours and vacation leave hours as though they were still an active employee. The full cost of all wages and benefits, to include accrued leave while in office, will be reimbursed on a monthly basis.
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 continue health insurance coverage in accordance with the insurance carrier's rules and regulations and the Employer shall be reimbursed monthly for the total cost of the premium; the Employer shall not 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 4 - UNION BULLETIN BOARD**

The Employer agrees that the Union may maintain 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 boards. It shall be the responsibility of the Union and its representative to assure that information posted on such board is "Union Business". One bulletin board will be located at the Pattison Street facility, and also at both OTC buildings. The location of the Union bulletin board shall be decided by the Employer and the Union.

## **ARTICLE 5 - COPE CHECK-OFF LANGUAGE**

The Employer agrees to deduct and transmit to the treasurer of the Amalgamated Transit Union Local 1765 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 and social security numbers of those employees and for whom such deductions have been made and the amount deducted for each such employee. The Employer agrees C.O.P.E. deductions will be made provided the Union provides a checkoff authorization card for each employee deductions. A new checkoff authorization card will be provided any time there is a change or stop to an employee's C.O.P.E. deduction.

## **ARTICLE 6 - STRIKES AND WORK ACTIONS**

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 7 - RIGHTS OF THE PARTIES

- 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, or facility or combine the work of divisions, offices, branches, 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, 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 subject to just cause requirements applicable to post-probationary employees.

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 procedurc, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

## ARTICLE 8 - GRIEVANCE PROCEDURE

- 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 by sharing information and will 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 stating 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) business 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 fifteen (15) business 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 fifteen (15) business 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, expedited arbitration 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) business 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: Arbitration

In the event that such dispute cannot be settled at the Step 2 level, as defined above, or through mediation, the written grievance may be submitted to arbitration within 30 calendar days. Unless the parties mutually agree to the expedited arbitration process, the formal arbitration process will be used.

##### a. Formal arbitration

1. The party requesting arbitration of the question or questions in dispute shall request the Director of the Federal Mediation and Conciliation Service, Washington, DC to submit a list of seven (7) qualified arbitrators from the states of Washington and Oregon. Upon mutual agreement of both parties, PERC may be requested to provide a list of arbitrators in lieu of the FMCS.
2. The Employer and union will meet within fifteen (15) business days to select a single arbitrator from the list either by mutual agreement or by alternately striking candidates until one remains.
3. It shall be the function of the Arbitrator 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, designated representatives, and witnesses. The power of the Arbitrator shall be limited to interpreting this Agreement, determining if the disputed Article or portion thereof has been violated, and prescribing an appropriate remedy.

b. Arbitration Procedures and Scope of Arbitrator's Authority

1. The power of the arbitrator shall be limited to interpreting this agreement, determining if the disputed Article or portion thereof has been violated, and prescribing an appropriate remedy.
2. The Arbitrator 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.
3. Neither the Arbitrator 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.
4. 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 arbitrator and the proceedings shall be borne equally by the parties. If one party requests a record of the proceedings, that party shall solely bear the cost of such record. If both parties desire a copy of the proceedings, the parties shall equally share the cost of a record of the proceedings.
5. In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the Arbitrator which shall allow any alleged accruals prior to the beginning date of the bid period prior to the bid period when the grievance was filed.
6. The grievance procedure provided herein, including mediation and/or arbitration, shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of the subject grievance as herein defined.
7. In the event the Arbitrator 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 9 – DISCIPLINE

### 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) business days when the employee is “active for work”:

1. Discipline the employee for the incident or infraction; or
2. Notify the employee and Union in writing via email to the Union President/designee that the incident or infraction is being investigated and could result in disciplinary action upon completion of the Employer’s investigation. The Employer’s investigation will be completed no more than thirty (30) calendar days from the date the Employer is made aware of an incident or infraction. The timeline will be extended if a third-party investigation (e.g., police or other public safety agency) prohibits completion of the internal investigation. This timeline may be extended by mutual agreement.

The limits will not include any time the employee is not active for work due to sick leave (paid or unpaid) or vacation 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 and above can be changed by both the passage of time and whether the employee commits additional violations.

##### Disciplinary Practice Governed by the Discipline Guide

Disciplinary action shall normally be as provided in Appendix D, Discipline Guide.

#### E. Reviewing Disciplines on File

An employee has the right to review the personnel file maintained by Human Resources.

#### F. Discipline Copies to Union

The Employer will send copies of any written discipline placed in an employee's file to the Union office.

#### G. Appealing Discipline

Except as provided herein, Written Warnings can be grieved up to the General Manager. If the parties fail to agree, the Written Warning will remain in the file. The Union may attach a statement of their position to the written warning.

A Written Warning issued as a result of a category B violation may be taken to mediation and/or arbitration as described in Article 8 of this agreement.

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 rights to the grievance procedure for all other actions. Probationary employees may request union representation at a dismissal hearing.

## **ARTICLE 10 - PROBATION, RECLASSIFICATION, SENIORITY, AND REDUCTION IN FORCE**

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

An employee shall serve an initial probationary period consisting of six (6) consecutive months

Employees must be in an active work status to volunteer for re-classification. Any changes in reclassification will not change the employee's leave accrual rates.

Any employee, moving from one represented position to another represented position, will be placed in the wage schedule at the wage rate higher, but closest to, their current wage rate when possible.

#### **1. Reclassification Operator to Operator:**

- a. If the Employer reclassifies an Operator to a different Operator classification, the employee shall be required to serve a three (3) month evaluation period and the employee's evaluation period will end on the first day of the first pay period following the completion of the three (3) month evaluation period.
- b. An Operator who volunteers for reclassification may not elect to reclassify to their prior operator status if they have completed their three (3) month evaluation period. The Employer has the right to return an employee to his/her Operator position anytime during the three (3) month evaluation period if the Employer determines the employee's performance is unsatisfactory.
- c. 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.
- d. When an employee reclassifies from Coach Operator to Van Operator, or Van Operator to Coach Operator, the employee will continue at their current rate of pay.
- e. Coach Operators temporarily assigned to van services will be paid at their current rate of pay.
- f. Operators who volunteer for reclassification, accept the reclassification, enter training, and then decide to reclassify to their previous classification, will have to wait two years from that decision date before they can volunteer for another reclassification.

2. Reclassification to Dial-A-Lift Dispatch Specialist:

An Operator or Customer Service Representative who volunteers for reclassification to a Dial-A-Lift Dispatch Specialist position may elect to reclassify to their prior status during their evaluation period. The Employer has the right to return an employee to his/her Operator or Customer Service position anytime during the six (6) month period.

3. Reclassification to Customer Service Representative:

- If the Employer reclassifies an Operator to the status of a Customer Service Representative, the employee shall serve a three (3) month evaluation period as a Customer Service Representative.
- 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 their three (3) month evaluation period. The Employer has the right to return an employee to his/her operator position anytime during the three (3) month evaluation period if the Employer determines the employee's performance is unsatisfactory.

B. SENIORITY

1. An employee shall lose all seniority credit in the event of voluntary or involuntary termination.
2. 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.
3. 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.
4. 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 Human Resources 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 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 Human Resources Rules.
  - b. After completion of the first (3) three months in the non-represented position, the employee may not elect to return to their bargaining unit position.
  - c. During the first (6) six months 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 six-month non-represented probation period as defined in the Employer's Human Resources Rules, the employee will not lose seniority for the bargaining unit position previously occupied.

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

5. Operator Seniority:

- a. There shall be two types of seniority:
  - i. 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.
  - ii. Seniority for purposes of bidding shall be determined by the length of service the employee has in his/her job classification.
- b. Newly hired 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.
- c. 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.1.b above, will return to their previous seniority.

6. Dial-A-Lift Dispatch Specialist Seniority:

- a. Seniority for purposes of layoff and recall shall be determined by the date of hire as a Dial-A-Lift Dispatch Specialist. All applications for employment shall be time/date annotated upon receipt. The chronological order of applications will determine the seniority order for new employees hired on the same day.
- b. If more than one Specialist is hired on the same day, and one of the employees is a current Intercity Transit employee, the current employee will be given the higher seniority status. If two current employees are hired on the same day, the employee with the earliest Agency date of hire will be given the higher seniority status.

7. Customer Service Representative Seniority:

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.

### C. REDUCTION IN FORCE

1. When forces are reduced, employees will be laid off in the inverse order of their date of hire within their classification (operator, DAL dispatch specialist, customer service representative). Employees having the same date of hire will be laid off in the inverse order of their 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 another Intercity Transit position to Dial-A-Lift may return to their prior position if available but would not retain their seniority rights after the initial six (6) month probation period. 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.

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. The Coach Operator returned to a van assignment will return to a seniority position based upon their date of hire as an Operator.

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. 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 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 11 - SELECTION OF JOBS

### A. Operator:

1. New Operators: All new Operators will be trained to do Coach and Van work with the choice of classification to be exercised by seniority prior to their first opportunity to bid. Operators who choose the Van Operator classification will be subject to the Van Operator Wage Schedule.

2. Coach Operators: All coach 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 per bid.

If 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 12.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.

3. 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 per bid.

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, the employee will select or be assigned open van work.

4. Selection of Jobs - 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. The Coach Operator bid will occur at the conclusion of the Van Operator bid. Any Van regular runs not bid by Van Operators will be available for bidding by Coach Operators. During the bidding period, the number of extraboard positions may be adjusted due to changes in the employee roster.

5. General Bid - General bid selections shall be completed at least seven (7) calendar days prior to job implementation. The Employer will notify an employee of their appointed bid time at time of job posting. On a trial basis, employees will have a minimum of 5 minutes to bid in 2022. 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 success of the trial in 2022 will be evaluated at a JLMC meeting at the end of 2022.

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 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.

6. Number of Bids - Jobs shall be posted at least three (3) times per year. The Employer shall set the schedule for bids to accommodate service changes. 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 prior to bid posting, to determine if the end times of any demand response runs should be adjusted for the next bid.
7. Modified or Canceled Jobs - 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 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 one hundred and fifty (150) or more minutes, without the notice at bid posting, an expedited new bid will take place provided there is more than thirty (30) calendar days before the next bid is scheduled to go into effect.

8. Part-time Jobs - 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.
9. New Operators: When new 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.

10. Vacated Jobs - Any job that has been vacated for any reason shall be worked by the extraboard for the duration of the bid.



11. Special Service Work - The Employer shall have the right to contract for special service work as determined in the best interests of the organization.

- a. Special Service work shall be consistent with the definition contained in the Employer's Special Service Policy, which is required to be in compliance with FTA regulations as amended.

Any changes to the policy will be provided to the Union at the JLMC meeting following any updates/edits.

- b. The Employer will post a sign-up list for any operator who is interested in working the special service 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:
  - i. Anyone whose shift overlaps with the hours of the special service assignment; and/or
  - ii. Anyone whose next shift reports less than eight (8) hours after the end of the special service assignment.
- c. Sign-ups will be on a purely voluntary basis; no bargaining unit member will be forced to take this special service work. In the event there are no qualified bargaining unit volunteers, the Employer may assign non-bargaining unit employees to work the special service work.
- d. The Employer agrees to provide supervisory personnel on-duty during the entire duration of the special service assignment.
- c. The Employer agrees to a two (2) hour minimum guarantee for all special service assignments.

12. Reduced Service Bidding - The following procedures will be in effect for reduced service bidding:

- a. Reduced service may be implemented on the following days: Any Intercity Transit observed holiday, Martin Luther King Day, Presidents Day, Juneteenth, Veterans Day, and the Friday after Thanksgiving. Other days may be added upon the prior mutual agreement of the parties.
- b. 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 posted at least one (1) week prior to the regular vacation bid.
- c. 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 or leave without pay (guarantee time will not be paid if the employee chooses (leave without pay)). The bidding priority will be:
  - i. Operators normally scheduled to work (List A).

- ii. Operators scheduled to be off work (List B).
- iii. 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”.

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

#### B. Dial-A-Lift Dispatch Specialist:

1. All Dial-A-Lift Dispatch Specialists shall be able to select their jobs in accordance with their job classification on a rotating basis, provided the employee is available to work the job or position within thirty (30) calendar days of the bid. If a Specialist 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.
2. The Employer shall post all jobs a minimum of ten (10) calendar days prior to the start of the general bid selection. The Employer will notify an employee of their appointed bid time at time of job posting. General bid selections shall be completed at least seven (7) calendar days prior to job implementation.
3. 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 Employer.
4. Jobs shall be posted for general bid every 90 to 120 days. The Employer has the right to schedule additional general bids.
5. If a shift is canceled, the affected employee may displace any other employee with less seniority.
6. If an employee returns to work who was not eligible to bid at the previous general bid, they will be assigned the relief shift.
7. If a Dial-A-Lift Specialist terminates for any reason, and there are less than 30 calendar days to the next regular bid, relief will cover the vacancy. If there are more than 30 calendar days until the next regular bid, a displacement bid will take place. A displacement bid shall not constitute a general bid.
8. Probationary employees are not eligible to bid a shift unless qualified by prior experience or skill. Employees who have completed their probationary period, but who are not fully qualified to bid the Master Scheduler position, may be prohibited from bidding that position

during the first general bid following the completion of their probationary period. A qualified employee must bid the Master Scheduler position. If the Master Scheduler position becomes open, a new bid will take place and a qualified employee will fill the position.

9. The Employer will hold an observed holiday work bid prior to the holiday for Dial-A-Lift Dispatch Specialist. Employees will be able to select their observed holiday work in accordance with their bidding seniority.

C. Customer Service Representative:

1. 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.
2. 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.
3. 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.

4. 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.
5. Jobs shall be posted for general bid two (2) times each calendar year. The Employer has the right to schedule additional general bids.
6. If a shift is canceled, the affected employee may displace any other employee with less seniority.
7. 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.
8. 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 or qualified intern 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.

9. The Employer will hold an observed work holiday work bid at least once each calendar year, if needed, for all Customer Service Representatives. Employees will be able to select their observed holiday work in accordance with their bidding seniority.

## ARTICLE 12 - EXTRABOARD OPERATORS AND HOLD DOWNS

### 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 14 - 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.

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 two-week pay period (Sunday through Saturday) basis. At the conclusion of the first week of the pay period, Operators taking a hold down, working as an intern, or taking vacation and/or sick leave consisting of forty (40) hours, will have their rotation hours equalized based on the average of all Extraboard Operators. Hours worked on an employee's day off, or hours worked on a scheduled workday before and/or after a hold down or intern shift, will not count in the equalization calculation.

4. The Employer guarantees a minimum of forty (40) 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.
5. 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.
6. The Employer will post work assignments for extraboard operators by 4:00 PM on the day preceding the work assignment. Operators are responsible to check the Operator website for

their work assignments. Every effort will be made to prevent any change of the scheduled work assignment beyond the 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 13.E.)

2. Extraboard operators bidding hold downs may bid by proxy for an available hold down. Bids shall be submitted no later than 10:00AM 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 from 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 Saturday by 2:00 PM and remain posted until 10:00 AM the following Friday. Any additional hold down assignments that become available between Saturday 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 3:00PM Friday 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 13 - HOURS OF WORK, OVERTIME, SPREAD TIME, INCLEMENT WEATHER PAY, AND OTHER WORK ASSIGNMENTS**

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

1. The work week shall commence at 4:00 AM Sunday and end at 3:59 AM the following Sunday and shall contain two (2) scheduled bid days off.

**Meal and Rest Periods.** The parties agree to meal and break periods for employees as provided by paragraphs (a) through (d). Such periods shall be taken at times scheduled/approved by a supervisor.

- a. Employees shall receive an unpaid meal period of not less than thirty (30) minutes, nor more than sixty (60) minutes, for any shift lasting longer than six (6) hours. The Employer shall make a reasonable effort to assign employees their meal period reasonably close to the middle one-third (1/3) of their shift unless there is mutual agreement between the Employer and the affected employee. Employees must promptly notify their supervisor when they are unable to complete their meal period due to work interruptions, the supervisor will either reschedule completion of the meal period or, if rescheduling is not operationally feasible, pay the employee for the missed time. Operators may elect to waive the unpaid meal period when accepting short-notice work offered by the Employer.
- b. Coach and Van Operators will be allowed a paid rest period of fifteen (15) minutes for every four (4) hours worked. Where the nature of the employee's work allows the employee to take intermittent rest periods equivalent to fifteen (15) minutes for every four (4) hours worked, scheduled rest periods are not required. In the event Operators identify the tightness of their schedule prohibits them from taking intermittent rest periods equivalent to fifteen (15) minutes for every four (4) hours worked, they can coordinate rest periods with dispatch. Dispatch shall coordinate breaks for operators who have emergencies, or for operators who are normally able to take intermittent breaks but have abnormally busy days or other unplanned work interruptions that prevent such breaks.
- c. Dial-A-Lift Dispatch Specialists, Customer Service Representatives, and any other employees regularly stationed in the office shall be entitled to paid rest periods of fifteen (15) minutes for every four (4) hours worked. Where the nature of the employee's work allows the employee to take intermittent rest periods equivalent to fifteen (15) minutes for every four (4) hours worked, scheduled rest periods are not required.
- d. Meal and rest periods may not be combined or used for late arrival/early departure from work except in special circumstances and with prior approval of an employee's supervisor.

2. Operator: 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 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 14 - Personnel Benefits, A. Proration of Benefits.

In developing jobs schedules, the Employer will endeavor to ensure that at least fifty (50) percent of the regular full-time jobs are straight shifts.

Operators paid time shall commence at the time they are required to report at the shop and will terminate at the time indicated on their work paddle, exclusive of mealtime.

3. Dial-A-Lift Dispatch Specialist and Customer Service Representative: 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.
4. All Operators (Coach and Dial-A-Lift) shall receive 15 minutes to complete their pre-trip inspection and preparation for initial pullout.

## 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 employees 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. Vacation leave shall be considered as hours worked;
- b. Sick leave and Military leave shall not be considered as hours worked;
- c. Observed holiday leave, if the leave occurs on the employee's regularly scheduled workday, shall be counted as hours worked;
- d. Leave without pay (non-medical or medical) shall not be considered as hours worked;  
and



- e. 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.
  - f. 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. Operator:
- a. 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 at the beginning of each bid for the Overtime Book. Operators may add or withdraw their name from the Overtime Book at any time. Overtime availability cards will become void for the duration of the current bid once an Operator has passed on overtime five (5) consecutive times. 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.

- b. 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.
- c. Operators shall be paid 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 workday. Paid leave will be adjusted to complement time spent in the meeting to equal their normal workday.

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.

4. Dial-A-Lift Dispatch Specialist and Customer Service Representative:

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. 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.

An employee may be required to attend mandatory meetings on their day off. This would occur no more than three (3) 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 workday. Paid leave will be adjusted to complement time spent in the meeting to equal their normal workday.

5. Dial-A-Lift Dispatch Specialist Open Pieces of Work:

- a. The Employer will post the weekly Dial-A-Lift job schedule by 5:00 p.m. the Wednesday preceding the work week. Employees will submit requests and cancellations of requests for planned time off by 5:00 p.m. the Tuesday preceding the work week. The scheduled days off for the relief shift employee will not be changed by the employer after this posting unless the relief shift employees accept an open piece of work.
- b. If work becomes open, the Employer will first offer the relief shift employee to flex their schedule to cover the work before offering the overtime. The Employer may use a non-bargaining unit employee or a qualified intern for up to two (2) hours to cover the work. Overtime will be offered to Specialists to cover the remaining open work.
- c. If two or more DAL Specialists are on vacation or in training, the two (2) hour limit will not apply.
- d. When work is made available for overtime that is 4 hours or less, the work will be offered to available DAL Specialists working that day in current bid seniority order. If not accepted by any DAL Specialist working that day, it will be offered to DAL Specialists who are off that day in current bid seniority order.
- e. Any DAL Specialist working on their day off will be guaranteed a minimum of 4 hours pay for that day.
- f. If the available work is more than 4 hours, the work will be offered to DAL Specialists with the day off in current bid seniority order. If the work is not accepted, the work will be offered to Specialists working the same day.
- g. If no DAL Specialist accepts the work, the work will be offered to a qualified DAL Specialist Intern. If no qualified DAL Specialist Intern is available to do the work, a DAL Specialist will be drafted to do the work in reverse current bid seniority order. If

no bargaining unit employee is available to do the work, a non-bargaining unit employee may work it.

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

Operators working daily driving assignments not completed in ten (10) consecutive hours shall receive an additional \$1.50 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. Customer Service Representatives and Dial-A-Lift Dispatch Specialist working daily assignments not completed in-ten (10) consecutive hours shall receive an additional \$1.50 per hour of premium pay, for each hour of work performed thereafter.

The Union and Employer agree to discuss Spread Time at a JLMC meeting at the beginning of 2022.

#### 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 workdays following the notice. However, the employee may use available vacation without prior notice. Any available work on curtailed service days will be assigned by seniority.

3. In cases of inclement weather or emergencies, Dial-A-Lift Dispatch Specialists and Customer Service Representatives may be required to work outside their normal work hours.

#### E. EMPLOYEE INTERNSHIPS AND TEMPORARY ASSIGNMENTS

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 Internships and Temporary Employee Guidelines.

#### F. 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. Operators who do not want to be a part of the training program or have trainees with them in route and revenue service will have the right of refusal.

When an operator is selected and assigned to formally instruct other employees, he/she shall receive one dollar and fifty cents (\$1.50) 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 one dollar and fifty cents (\$1.50) per hour additional premium pay for instructing trainees.

Dial-A-Lift Dispatch Specialists and Customer Service Representatives shall receive one dollar and fifty cents (\$1.50) per hour additional premium pay when they are providing formal, classroom instruction to other employees or are assigned to formally instruct other employees.

#### 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 14 - PERSONNEL BENEFITS

### 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) and other federal and state regulations. Subject to PERS rules as applicable.

#### 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.
- c. Dial-A-Lift Dispatch Specialists and Customer Service Representatives will only accrue leave benefits per their position classification as defined as full-time at 100%, ¾ time at 75%, and ½ time at 50%.

### 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:

Employees 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 Dial-A-Lift Dispatch Specialists and Customer Service Representative employees (lead and non-lead classification) 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 four or more hours of approved leave without pay (LWOP) or LWOP due to exhaustion of accrued benefits on the employee's regularly scheduled workday prior to the holiday, the holiday, or the employee's regularly scheduled workday following the holiday.

An employee will be eligible for holiday pay when a pre-approved medical appointment or union business places the employee in LWOP status; or when the employee receives a late report but shows up for and completes their work day; or when an employee selects to use leave without pay (LWOP) at the end of their work day (30 minutes maximum) 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 will be eligible for holiday pay if the employee selects to use LWOP on a reduced service holiday.

3. Reduced Dial-A-Lift Service Days

The Employer may release Dial-A-Lift Operators from their obligation to work on days when customer demand does not justify normal service levels. These days include the Friday after Thanksgiving and holidays where state, local, or federal offices are closed. This will be accomplished by increasing the number of vacation slots available on these days. The Dial-a-Lift Operator has the option of taking vacation or leave without pay.

4. Shortened Service Days

The Employer may shorten the service period on Christmas Eve and New Year's Eve. Other days may be added upon the prior agreement of the parties. Affected Operators may use leave without pay, personal holidays, or vacation time to cover this time.

5. Floating Holidays:

- a. Intercity Transit employees work many traditional holidays. In lieu of these holidays, each "eligible employee" will receive floating holidays each year. These will be awarded by adding up to fifty-four (54) vacation hours to each employee's accumulated vacation hours on January 1 of each year.

Employees who are not active for duty on January 1 and return to work after January 15 and remain in paid status, shall receive accrued floating holidays in the form of vacation hours on their date of return to work (or date of hire into the bargaining unit) per the following schedule.

Returning to work by April 1: 43 hours  
Returning to work by July 1: 33 hours  
Returning to work by October 1: 22 hours

- b. Employees hired after January 1, will receive 11 hours of floating holiday time in the form of vacation leave on the date of classification and will accrue vacation hours in lieu of floating holiday time according to the following schedule:

April 1:               32 hours  
 July 1:                22 hours  
 October 1:            11 hours

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.
2. Dial-A-Lift Dispatch Specialists and Customer Service Representatives will only accrue vacation leave benefits per their position classification as defined as full-time at 100%, <sup>3</sup>/<sub>4</sub> time at 75%, and <sup>1</sup>/<sub>2</sub> time at 50%.
3. The following table illustrates vacation accrual rates.

YEARS OF SERVICE	ANNUAL VACATION HOURS
1	112
2	120
3 - 4	128
5	136
6 - 7	144
8 - 10	152
11 - 12	160
13 - 16	168
17 - 18	176
19	184
20 - 25	192
26 or more	200

4. 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.
5. Vacation leave may accrue year to year with a maximum accrual limit of three hundred sixty (360) hours on the employee's vacation accrual anniversary date. Upon the employee's vacation accrual anniversary date, the employee shall forfeit any vacation leave in excess of the maximum accrual limit.
6. Employees shall request vacation leave in accordance with the bidding procedures defined under Item E. Paid Leave Selection.

## E. PAID LEAVE SELECTION

A vacation week shall commence at 4:00 AM Sunday and end at 3:59 AM the following Sunday.

The Employer shall determine the number of vacation slots available for paid leave.

The following total number of vacation slots will be available in the Vacation Book, 7 days per week:

- On January 1, 2022: 22
- On January 1, 2023: 23
- On January 1, 2024: 24

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, vacation hours would be used, and the remaining time would be leave without pay.

Dial-A-Lift Dispatch Specialists and Customer Service Representatives will be able to select their vacation leave from the available weeks posted in accordance with their bidding seniority.

### Operator:

The following agreements apply to the selection procedures for vacations, 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.

1. A vacation year will run from March 1 to February 28 (29 in a leap year). 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) calendar days of January 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.
2. Vacations may be split into periods of one (1) or more full weeks. Vacation days may be combined with observed holidays to make up a full week. An employee may bid full-week



vacations and up to five (5) single days. When an employee bids a full week off using single days, this will be considered a full week for the purposes of cancellation and hold downs.

3. If twenty-one (21) days prior to an employee's vacation, it is apparent that the employee will not have adequate accrued vacation 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. On the day prior (Saturday is considered the day prior for Monday) open single day vacation slots, either coach or van, may be bid by any Operator if their request is submitted by 8:00 AM. No time off requests for Monday will be awarded after 8:00 AM on the previous Saturday. Requests may be submitted in person by completing a leave slip or by calling Scheduling at (360) 705-5894 or Dispatch at (360) 786-8703. The requesting Operator will be accountable for the accuracy of a called-in leave request.
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 less than fourteen (14) calendar days prior to the scheduled start time of the vacation without approval of the Employer. (All vacation weeks start at 4:00 AM Sunday.) Cancelled weekly vacation slots shall be posted on the Monday following cancellation for bidding the following Friday. Available weekly vacation slots will be awarded by seniority following posting. Single day slots may be canceled by 7:00 AM the day prior to the vacation day, or by approval of the Employer.

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) calendar day cancellation period requirement may be waived based upon the medical circumstances involved or at the discretion of the Employer. Employees will not be required to cancel a previously bid vacation if the employee then exhausts the vacation leave due to a medical absence. Instead, the employee may elect to take the vacation as leave without pay.

#### Dial-A-Lift Dispatch Specialist:

Vacation bidding will be on the same schedule as the shift bid. On-going vacation requests will be awarded as they are received. In the case of two bids received at the same time rotating seniority will prevail.

A vacation must be cancelled by 5 p.m. on Tuesday of the previous week.

#### Customer Service Representative:

1. The Employer will hold a general vacation bid at least once each calendar year.
2. Vacations may be bid in blocks of two (2) or more days. A holiday will not break up a block of two 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.
3. The vacation sign-up sheet will be posted in the Customer Service Office seven (7) business 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.

4. 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 3:00 p.m. on Tuesday of the week prior.
5. 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.
6. 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.
7. 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.
8. 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.

#### F. WASHINGTON PAID SICK LEAVE (WPSL)

Effective January 1, 2018, to facilitate compliance with Washington's new paid sick leave law, Intercity Transit and ATU agree to maintain two separate sick leave banks for eligible employees: (1) a Washington Paid Sick Leave (WPSL) bank, that complies with the terms of the new law; and (2) a standard sick leave bank, based on existing language from this Agreement.

Current accrual rates will not change, but sick leave accruals will be divided into the two banks in a manner ensuring each employee will accrue WPSL at the minimum rate required by law, which is 1 hour of WPSL per 40 hours worked. Full-time employees will continue to accrue a total of 8 hours per month. If a full-time employee worked 160 hours in a month, 4 hours of paid sick leave would go into his/her WPSL bank (160 hours divided by 40 hours = 4 hours WPSL). The remaining 4 hours would go into the standard sick leave bank. Where the employee worked 120 hours during a month, 3 hours of paid sick leave would be placed in his/her WPSL bank (120 hours divided by 40 hours = 3 hours WPSL) and 5 hours would be placed in his/her standard sick leave bank.

Proceeding in this manner ensures employees continue to accrue leave at the same historical rate.

1. The Employer and Union intend to comply with the minimum requirements of Washington's Paid Sick Leave Law, RCW 49.46.210 and WAC 296-128-600 through WAC 296-128-770. During the term of this Agreement, should any section of this Agreement related to WPSL be deemed unlawful, the Agreement shall be reopened solely for purposes of bargaining that section.
2. **Accrual** – Employees earn 1 hour of WPSL for every 40 hours worked. "Hours worked" means actual working time, not paid or unpaid leave. There is no limit on the number of WPSL hours that may be earned. Employees begin accruing WPSL immediately upon hire, without any waiting period imposed on using the leave. WPSL applies to all employees, including all full-time and part-time employees.

3. **Usage** – WPSL may be used in increments of fifteen (15) minutes for any of the following purposes permitted by law:
  - a. The employee’s own illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee’s need for preventive medical care.
  - b. The employee’s care for a family member with an illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Family members include an employee’s child (biological, adopted, foster, step, or a child they are legally responsible for), parent (biological, adoptive, or foster parent, stepparent, or someone who was their legal guardian or their spouse or registered domestic partner, or a person who was legally responsible for them when they were a minor), spouse, registered domestic partner, grandparent, grandchild, or sibling.
  - c. When the Employer’s place of business, or a school attended by the employee’s child, is closed by public health officials for health-related reasons.
  - d. Any absence covered by the Domestic Violence Leave Act, RCW 49.76.
4. **Notification** – For planned absences, employees shall provide the Employer with ten (10) days’ notice of the need for leave. Should this not be possible, an employee shall provide the Employer notice consistent with current call-in procedures, or as soon as possible before the start of the regular work shift, or as soon as possible thereafter in the event of an emergency.
5. **Verification** – For absences exceeding three (3) working days, the Employer may require an employee to provide medical verification establishing the WPSL was used for an authorized purpose. On a case-by-case basis, an employee may be excused from this requirement if providing verification is determined to be an unreasonable burden or expense.
6. **Information to Employees** – On a monthly basis, employees will be provided notice of the following: (1) the amount of WPSL accrued since the last notice; (2) the amount of WPSL used since the last notice; and (3) the available WPSL balance.
7. **Carryover** – Employees may carryover a maximum of 40 hours of unused WPSL to the following calendar year. At the end of each year, any hours beyond 40 will be converted and transferred to the employee’s sick leave bank (as provided in Article (G) below), provided the employee qualifies for standard sick leave and is below the 960-hour sick leave accrual cap.

8. **Cash-Out** – Unused WPSL may be cashed out based on the terms stated in Article 14(G)(7).
9. **Unauthorized Usage** – Employees proven to have used WPSL for a purpose unauthorized by Washington law shall be denied pay for the leave and may be subject to discipline, if supported by just cause established by the Employer. The list of authorized purposes is stated in Article 14(F)(3)(a)-(d).
10. **Leave Usage Priority** – An employee needing sick leave shall first draw from the employee’s accrued WPSL bank, unless otherwise required by law. Once an employee exhausts accrued WPSL, the employee will then draw from his/her accrued sick leave bank (as provided in Article 14(G) below). Once an employee exhausts both WPSL and sick leave banks, the employee will draw from accrued vacation, and then finally move to unpaid leave status (subject to the terms of this Agreement discussing unpaid leave).

With prior approval from the Employer, an employee with a scheduled medical appointment who the Employer does not return to work after the medical appointment may elect to use WPSL, standard sick leave, or vacation leave for the remainder of the shift.

#### G. SICK LEAVE

1. Effective January 1, 2018, existing sick leave balances shall be maintained in their banks and covered by this section of the Agreement. Operators will accumulate sick leave at a rate ensuring their total leave accrual (both WPSL and sick leave) is equivalent to eight (8) hours for each full month of service.

**Example:** A full-time employee works 160 hours during the month. The employee would receive 4 hours of WPSL (1 hour per 40 hours worked). An additional 4 hours of leave would be deposited into the employee’s sick leave bank. The total leave accrual for that month equals 8 hours.

Dial-A-Lift Dispatch Specialists and Customer Service Representatives will only accrue leave benefits per their position classification as defined as full-time at 100%,  $\frac{3}{4}$  time at 75%, and  $\frac{1}{2}$  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 nine-hundred sixty (960) hours. Any WPSL that is converted and transferred to an employee’s sick leave bank under the terms of Article 14(F)(7) counts toward the 960-hour maximum.

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 with a health condition that requires treatment or supervision.
  - e. To care for an employee's child 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 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 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/program, 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, if known, 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.
  - h. In addition, an employee is eligible to request paid leave under the Washington Family Care Act.
4. When an employee is absent due to illness or disability, 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 a doctor's note or any other satisfactory evidence in order to receive sick leave.

The Employer will not be liable for any expenses incurred resulting from the verification of illness or 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 fifteen (15) minutes. 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. WPSL and Sick Leave Cash Out/Trade Policy

a. Cash Out at Separation of Employment or Retirement:

This subsection 7(a) of the Agreement applies to both WPSL and sick leave. 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 WPSL and sick leave, combined together, at the following rate:

Hours of Accrued WPSL and Sick Leave	Cash Out Rate
1 to 400	1 to 5 for hours 1 to 400
401 to 600	1 to 4 for hours 1 to 600
601 to 1,000	1 to 3 for hours 1 to 1,000

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

**Example:** An employee with at least five (5) years of employment separates from the Employer under non-disciplinary circumstances. Assume the employee has 60 hours of accumulated WPSL and 100 hours of accumulated sick leave, for a combined total of 160 hours. All of these hours will be cashed-out on a 1 to 5 basis in accordance with the payout schedule listed above.

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.

WPSL may not be traded.

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

Intercity Transit will provide Workers Compensation Insurance in accordance with State statutory requirements. If an employee is absent due to illness or injury for which they are receiving payment from the State Industrial Insurance, the employee may elect to also use accrued WPSL/sick leave hours together with payment from the State.

The employee is required to notify the Employer if the employee elects to use accrued WPSL/sick leave to supplement their earnings and elect the percentage of hours to be used. Should the employee elect to use such leave, WPSL shall be drawn from first until exhausted, followed by sick leave. Use of any WPSL/sick leave for an on-the-job injury 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. The employee's available WPSL/sick leave hours will be used until exhausted unless the employee opts to stop the WPSL/sick leave usage. After the initial designation the employee may request such compensation be started or terminated at any time, but such request shall only be made once per injury.

Upon exhaustion of accrued WPSL/sick leave, the employee may elect to use, in the same manner as defined above, other accrued leave hours (vacation leave) retroactive to date of exhaustion of WPSL/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. The employee may request such compensation to be started or terminated at any time, but such request shall only be made once per injury. Vacation leave hours are not subject to buyback.

Upon return to work from a worker's compensation leave period, an employee may buy back WPSL/sick leave hours. The employee may elect to purchase back all, or a portion of the WPSL/sick leave hours used and paid to the employee during the employee's disability period. The employee must notify the Employer of their intent to buy back WPSL/sick leave hours; such notification must be made to the Employer within forty-five (45) 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.

The Employer will notify the employee of the WPSL/sick leave buyback policy when applicable.

## 9. Shared Leave Policy

Employees may participate in the Shared Leave Policy adopted by the Employer per POHR 3501. This policy allows eligible employees to donate a portion of their accrued vacation leave to other eligible employees who are in need of assistance owing to serious illness or injury. Neither WPSL or sick leave may be donated.

## H. TRANSITIONAL WORK ASSIGNMENTS (previously Article 13, F)

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. Operators are not eligible for premium pay, unless actually worked in accordance with Article 13.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.

## I. MODIFIED WORK ASSIGNMENTS

Employees who experience an injury may return to their regular position at less than full time as long as the injury does not limit their full range of duties. This Modified Work Assignment (modified hours only) is allowed with the following stipulations.

1. Employees must provide a doctor's release specifically for Modified Work Assignments identifying maximum initial work hours and a plan to increase hours to full time.
2. Modified Work Assignments are designed to be of limited duration. The timeline will be determined on a case-by-case basis not to exceed 60 calendar days.
3. The Employee must make reasonable progress, determined by the employee's physician, to full time status.
4. Employees must be able to work at least 4 continuous hours (drive/seat time hours).
5. Employees assigned to Modified Work Assignments will receive their regular hourly rate of pay.



## J. MILITARY LEAVE

1. Military leave shall be provided in accordance with the Uniformed Services and Reemployment Rights Act (USERRA), RCW 38.40.060 and other applicable laws. Written verification supporting the request for Military Leave shall be submitted by the employee in a timely manner.

## K. 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 workday is required by such duties. An employee will not be required to report to work prior to reporting to jury service. Vacation accrual, seniority status and pension benefits will not be affected (i.e., reduced) while serving on jury duty. Employee receiving a jury summons will notify the employer as soon as practicable but no later than five (5) days from date of receipt.

## L. 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 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.
  - 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 WPSL and sick

leave hours and accrued vacation leave hours (includes any hours previously bid for vacation slots). 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 yet shall not exceed one year from the date of incapacity and may not be extended by modified, light duty, or reduced hours unless extended at the discretion of the employer.

- 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 WPSL and sick leave, vacation leave, and pre-bid vacation hours 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, shall not exceed one year from the date of incapacity, and may not be extended by hours worked in TWA, modified, light duty or reduced hours, unless extended at the discretion of the employer. 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.
4. Leave Without Pay for Unapproved Absences – Unapproved absences will be subject to the provisions in the Disciplinary Guide.

## ARTICLE 15 - OTHER WORKING CONDITIONS

### 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 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. MEDICAL EXAMINATIONS

For purposes of this section, "medical 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. Any policy regarding physical agility or fitness tests is separate from these provisions.

##### 1. Medical Examination – Ability to Work Examination

The Employer may require an employee to undergo a medical examination by an Employer selected physician to determine an employee's qualifications to adequately perform their work assignments, in accordance with applicable federal regulations. The Employer will compensate the employee for lost work hours, up to two (2) hours maximum, and the cost of the physical examination.

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

##### 2. DOT CDL Re-certification Physical Examination

All Commercial Driver License (CDL) holders are required to undergo and successfully pass a Department of Transportation and State of Washington Department of Licensing physical examination every two (2) years (or deemed necessary by the medical provider) throughout their employment. Drivers are required to obtain medical examinations from a certified medical examiner listed on the National Registry.

The employee may choose to use either an Employer selected physician or a personal physician for the required examination. A copy or the original of the medical examiner's certificate, signed by the Employer or employee selected physician, must be provided to the Employer's Human Resources Office at the completion of the examination. The employee must carry the valid medical examiner's certificate on his/her person at all times while driving a commercial vehicle.

Employer Physician: If the employee chooses the Employer selected physician, the cost of the exam will be billed directly to and paid by the Employer. The Employer selected physician will retain a copy of the physical examination on file.

Employee Physician: If the employee chooses to use a personal physician, the employee is eligible to receive reimbursement for the cost of the exam (to include any required co-pay for the office visit). Employees will submit satisfactory evidence of the costs he/she incurred and the completed medical verification. The maximum allowed reimbursement

will be up to that amount Intercity Transit would have paid for use of our physicians (lowest billing cost).

### 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, may be required to 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 essential functions of the position in which the employee is employed. Should the Employer refuse to accept the employee's medical release, the Employer shall schedule an appointment with the Employer selected physician as soon as possible. The employee will be required to cooperate in completing the medical examination.

### 4. Examination Review

Should any Employer required medical examination reveal the employee is not able to perform the essential functions of their assigned work, they may, at their option, have a review of their case in the following manner:

- a. Within fifteen (15) calendar days from the date of the employer's notification to the employee that they are unable to perform the essential functions of 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 and made whole.

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

## E. EMPLOYEE UNIFORMS

1. The Employer shall furnish each new Operator and Dial-A-Lift Dispatch Specialist with a complete set of uniforms, at no cost to the Operator.
2. Uniforms are to be worn only while on duty or while traveling to and from work and shall not be used for purposes deemed inappropriate by the Employer. Employees will

be required to be in the appropriate uniform dress during their working hours to include Sign-In.

3. The Employer will determine and replace or repair any item of the uniform that has normal wear and tear.
4. All uniforms furnished by the Employer shall remain the property of the Employer.
5. The change to a Quarter-Master system will be effective upon ratification. All unutilized Employee balances as of the date of ratification will be returned to the agency's Uniform Budget.
6. 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 Employer sponsored events or programs shall be entitled to receive such prizes, awards, incentives, and compensation as the Employer may deem appropriate and is subject to IRS tax regulations.

#### 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 the employee's registered domestic partner or children (child must be nineteen [19] years of age or under or up to age twenty-three (23) if they have a current, local student identification card). 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 or registered domestic partners who leave Intercity Transit with twenty (20) years of service or have reached the age of sixty-two (62) with at least five (5) years of service. 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 16 - EMPLOYER RULES AND REGULATIONS**

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 17 – WAGES**

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

Applicable wage increases shall be effective upon ratification of the agreement.

Wage Increases Include:

January 1, 2022: 4.20%

January 1, 2023: 3.00%

January 1, 2024: 3.00%

Parity between Coach Operator Wages (all steps) with Van Operators (all steps, including a 6<sup>th</sup> step), effective January 1, 2022. (1.3%). Operators eligible for step F (the 6<sup>th</sup> step) will be placed at their new step on January 1, 2022.

## **ARTICLE 18 - SAVINGS CLAUSE**

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect. Both parties agree to immediately attempt to renegotiate such provision to a valid form acceptable to both parties.

## **ARTICLE 19 - ENTIRE AGREEMENT**

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 unless the parties agree by mutual decision to amend the Agreement or enter into a memorandum of understanding on a particular subject during the term of this Agreement.

**ARTICLE 20 – TERM**

This Agreement shall become effective January 1, 2022. It shall remain in full force and effect until December 31, 2024.

Dated and signed this 17th day of December 2021.

**FOR INTERCITY TRANSIT**

DocuSigned by:  
*Carolyn Cox*  
 Carolyn Cox  
 Authority Chairperson

DocuSigned by:  
*Ann Freeman Manzanares*  
 Ann Freeman-Manzanares  
 General Manager

DocuSigned by:  
*Emily Bergkamp*  
 Emily Bergkamp  
 Operations Director

DocuSigned by:  
*Heather Stafford*  
 Heather Stafford Smith  
 Administrative Services Director

DocuSigned by:  
*Cameron Crass*  
 Cameron Crass  
 Fixed Route Manager

DocuSigned by:  
*Kevin Karkoski*  
 Kevin Karkoski  
 Dial A Lift Manager

DocuSigned by:  
*Joy Gerchak*  
 Joy Gerchak  
 Customer Service Manager

**FOR THE AMALGAMATED TRANSIT UNION LOCAL 1765**

DocuSigned by:  
*David Sharwark*  
 David Sharwark  
 President/Business Agent

DocuSigned by:  
*Paul Fischer*  
 Paul Fischer  
 Vice President/Assistant BA

DocuSigned by:  
*Debra Solomon*  
 Debra Solomon  
 Contract Committeeperson

DocuSigned by:  
*Rich Harper*  
 Rich Harper  
 Contract Committeeperson

DocuSigned by:  
*Rachael Bell*  
 Rachael Bell  
 Contract Committeeperson



**APPENDIX A and B**  
**WAGE SCHEDULE**  
(Wage rates to be effective January 1 of each year)

	2022		2023		2024	
<b>Coach Operators</b>	4.20%		3.00%		3.00%	
Operator A	\$ 22.21	\$ 0.90	\$ 22.88	\$ 0.67	\$ 23.57	\$ 0.69
Operator B	\$ 23.80	\$ 0.96	\$ 24.51	\$ 0.71	\$ 25.25	\$ 0.74
Operator C	\$ 25.53	\$ 1.03	\$ 26.30	\$ 0.77	\$ 27.09	\$ 0.79
Operator D	\$ 27.23	\$ 1.10	\$ 28.05	\$ 0.82	\$ 28.89	\$ 0.84
Operator E	\$ 29.19	\$ 1.18	\$ 30.07	\$ 0.88	\$ 30.97	\$ 0.90
Operator F	\$ 31.47	\$ 1.27	\$ 32.41	\$ 0.94	\$ 33.38	\$ 0.97
<b>Van Operators</b>						
Operator A	\$ 22.21	\$ 2.39	\$ 22.88	\$ 0.67	\$ 23.57	\$ 0.69
Operator B	\$ 23.80	\$ 2.01	\$ 24.51	\$ 0.71	\$ 25.25	\$ 0.74
Operator C	\$ 25.53	\$ 1.77	\$ 26.30	\$ 0.77	\$ 27.09	\$ 0.79
Operator D	\$ 27.23	\$ 1.49	\$ 28.05	\$ 0.82	\$ 28.89	\$ 0.84
Operator E	\$ 29.19	\$ 1.48	\$ 30.07	\$ 0.88	\$ 30.97	\$ 0.90
* New Step: Operator, Step F	\$ 31.47	\$ 3.76	\$ 32.41	\$ 0.94	\$ 33.38	\$ 0.97
<b>Dial-A-Lift Dispatch Specialists</b>						
DAL Dispatch Specialist I	\$ 29.73	\$ 1.20	\$ 30.62	\$ 0.89	\$ 31.54	\$ 0.92
DAL Dispatch Specialist II	\$ 31.25	\$ 1.26	\$ 32.19	\$ 0.94	\$ 33.16	\$ 0.97
DAL Dispatch Specialist III	\$ 32.74	\$ 1.32	\$ 33.72	\$ 0.98	\$ 34.73	\$ 1.01
DAL Dispatch Specialist IV	\$ 34.21	\$ 1.38	\$ 35.24	\$ 1.03	\$ 36.30	\$ 1.06
DAL Dispatch Specialist V	\$ 35.74	\$ 1.44	\$ 36.81	\$ 1.07	\$ 37.91	\$ 1.10
DAL Dispatch Specialist VI	\$ 37.94	\$ 1.53	\$ 39.08	\$ 1.14	\$ 40.25	\$ 1.17
<b>Customer Service Representatives</b>						
C.S. Representative I	\$ 21.50	\$ 0.87	\$ 22.15	\$ 0.65	\$ 22.81	\$ 0.66
C.S. Representative II	\$ 22.58	\$ 0.91	\$ 23.26	\$ 0.68	\$ 23.96	\$ 0.70
C.S. Representative III	\$ 23.71	\$ 0.96	\$ 24.42	\$ 0.71	\$ 25.15	\$ 0.73
C.S. Representative IV	\$ 24.95	\$ 1.01	\$ 25.70	\$ 0.75	\$ 26.47	\$ 0.77
C.S. Representative V	\$ 26.16	\$ 1.05	\$ 26.94	\$ 0.78	\$ 27.75	\$ 0.81
C.S. Representative VI	\$ 27.51	\$ 1.11	\$ 28.34	\$ 0.83	\$ 29.19	\$ 0.85
Lead C.S. Rep. I	\$ 27.80	\$ 1.12	\$ 28.63	\$ 0.83	\$ 29.49	\$ 0.86
Lead C.S. Rep. II	\$ 29.20	\$ 1.18	\$ 30.08	\$ 0.88	\$ 30.98	\$ 0.90
Lead C.S. Rep. III	\$ 30.65	\$ 1.24	\$ 31.57	\$ 0.92	\$ 32.52	\$ 0.95

**APPENDIX C**  
**ACCIDENT REVIEW COMMITTEE**

In the event a dispute arises over the determination of Preventability of an accident, an Operator has fourteen (14) calendar days from the date notified to submit a written request for review of the Fixed Route Manager's determination. A Committee consisting of one (1) employer member, one (1) union member, and an impartial person from the outside will meet within thirty (30) calendar days from the date of the Operator's written request. The impartial person from the outside will be chosen jointly by the Employer and the Union. This accident shall remain "under investigation" with regard to discipline until a determination has been made by the Accident Review Board (Article 9, B. does not apply to this situation). Any costs for an outside party shall be borne equally by both parties.

This section supercedes language regarding the Accident Review Panel process found in the Operators Manual.

## APPENDIX D

### DISCIPLINE GUIDE

Intercity Transit requires good performance as a condition of continued employment.

This Guide has been prepared to inform employees of actions that may be taken for unacceptable performance, inappropriate behavior, or violations of rules and regulations. It is a guide to employees involved in disciplinary issues and should not be construed as a hard and fast limitation upon Supervisors in dealing with such matters.

This Discipline Guide is based on the principle of uniformity and progression, and is designed to be instructive and corrective, rather than strictly punitive. This is achieved by using levels of discipline (A, B, C, or Late Reports); along three separate lines of progression, (Traffic/Safety, Late Reports, and all others). The numbers of steps in any line of progression depends on the seriousness of any single violation as well as a consideration of the employee's overall job performance, including active disciplines.

All disciplinary actions are subject to the terms of the Labor Agreement.

#### **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.

#### **Definitions: Active Disciplines**

For purposes of this Article "active disciplines" are defined as: All disciplines that have not expired.

#### **Categories "A" & "B"**

Most performance problems in the workplace will fall under progressive discipline as a means of correcting the problem. However, there are some infractions which, by their severity or seriousness, would warrant more immediate and decisive action and therefore are categorized as A or B offenses.

## **Category "A"**

Category A infractions are major infractions having the potential of dismissal on a first (or any) occurrence. Category A discipline that does not result in immediate dismissal shall remain active for thirty-six (36) months. Certain Category A violations will remain active for an unlimited duration. These include:

- Prohibited harassment
- Prohibited discrimination
- Fighting or violence in the workplace
- Theft
- Gross insubordination

In the event a previous Category A violation is considered by the employer in determining a subsequent disciplinary sanction and the subsequent discipline is subject to a Step 3 (arbitration) review in the grievance procedure, the impact of the previous Category A discipline on the subsequent discipline may be considered by the arbitrator in the arbitrator's application of the just cause standard.

## **Category "B"**

A category B infraction is a serious infraction having the potential of a written warning, a suspension or causing an employee to be placed on decision-making leave. Discipline in this category will be issued in a line of progression, when appropriate. Examples of category B infractions include, but are not limited to:

- Insubordination
- Responsibility for a serious incident
- Failure to follow accident procedures
- Falsification of or failure to file a report
- Falsification of any employment record
- Reckless driving

Category B violations will remain in effect for twenty-four (24) months when the employee is "active for work." The period of effect may be shortened to eighteen (18) months or extended up to thirty (30) months, commensurate with the seriousness of the violation and/or number of previous violations (category B and category C).

If an Operator is currently at a Written Warning or above level of discipline a Category B infraction may result in termination of their employment at Intercity Transit.

## **Category "C"**

A Category C infraction is a less serious infraction, nevertheless, warranting discipline up to and including a written warning. This category of discipline follows a line of progression consisting of six steps.

A Category C violation will remain in effect for twelve (12) months when the employee is "active for work."

If the employee commits another violation, the employee will be placed in the next level of discipline.

The employee will remain in a category of discipline until an earlier active discipline expires or they commit another violation. If an earlier violation expires, the employee will be moved to the previous discipline level. If a violation occurs, the employee will be moved to the next level of discipline.

However, in the event an employee is subject to Step 4 (Decision-Making Leave) or above discipline, said discipline will remain active for twelve (12) months when the employee is “active for work” following the date of said discipline.

Disciplinary Steps for Class C violations are:

**Step 1-Counseling Session:**

Although it is the first step in the disciplinary process, it is considered non-disciplinary in nature and is the written record of a verbal reprimand.

**Step 2-Notice of Discipline:**

This is given for minor violations if an Operator has an active Counseling Document.

**Step 3-Written Warning:**

This is given when an Operator already has two active C Violations.

**Step 4-Decision Making Leave:**

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

**Step 5-Suspension:**

Any violation while an employee is in Decision-Making Leave period that does not result in termination will cause the employee to be suspended without pay. The employee will remain in that category of discipline for a period of twelve (12) months, when the employee is “active for work.”

**Step 6-Termination:**

If the employee commits another violation during the Suspension period, their employment at Intercity Transit will be terminated.

**Late Reports** (Does not apply to use of WPSL)

A late report remains active for a period of 12 months. At the end of twelve (12) months, the late report expires, and the employee is moved to the lower discipline level unless they have reached the Decision-Making Leave discipline level.

**Initial Occurrence – Operations Log Entry**

In the instance of a late report when the employee has no active late reports, Operations shall make a log entry of the late report. A copy of the log will be placed in the employee’s Operations file.

Disciplinary Steps for Late Report violations include the following:

**Step 1 - Counseling Session:**

An employee is placed at this step when they have one active late report (Operations Log Entry) at the time of the violation.

**Step 2 - Notice of Discipline:**

This is given for a late report if an employee has two active late reports.

**Step 3 - Written Warning:**

This is given for a late report when an employee has three active late reports.

**Step 4 - Decision Making Leave:**

If the employee has a late report while having an active Written Warning, the employee will be placed in Decision-Making Leave. The employee will remain in that category of discipline for a period of twelve (12) months, when the employee is “active for work.”

**Step 5-Suspension:**

Any violation during the Decision-Making Leave period of twelve (12) months that does not result in termination will cause the employee to be suspended without pay. The employee will remain in that category of discipline for a period of twelve (12) months, when the employee is “active for work.”

**Step 6-Termination:**

If the employee commits another violation during the Suspension period of twelve (12) months, their employment at Intercity Transit will be terminated.

**Discipline Related to Traffic/Safety Violations**

For Steps 1 and 2, discipline for an employee’s traffic safety record will remain active for twelve (12) months when the employee is “active for work”. For Steps 3-6, discipline for an employee’s traffic safety record will remain active for thirty-six (36) months when the employee is “active for work.”

Disciplinary Steps for Traffic/Safety Discipline in this category will be issued in a line of progression, when appropriate. The following are the typical steps:

**Step 1-Counseling Session:**

Although it is the first step in the disciplinary process, it is considered non-disciplinary in nature and is the written record of a verbal reprimand.

**Step 2-Notice of Discipline:**

This is given for minor violations if an Operator has an active Counseling Document.

**Step 3-Written Warning:**

This is given when an Operator already has two active Traffic/Safety Violations.

**Step 4-Decision Making Leave:**

If the employee commits another violation during the Written Warning period, the employee will be placed in the next level of discipline (Decision-Making Leave).

**Step 5-Suspension:**

Any violation while an employee is in Decision-Making Leave period that does not result in termination will cause the employee to be suspended without pay.

**Step 6-Termination:**

If the employee commits another violation during the Suspension period, their employment at Intercity Transit will be terminated.

**Last Chance Agreement**

In lieu of termination, the parties may agree to the terms of a Last Chance Agreement (LCA). The terms of an LCA are subject to the mutual agreement of the parties and unless otherwise agreed set no precedent for other disciplines. This applies to all categories of discipline above.