

**LABOR AGREEMENT BY AND BETWEEN**  
**CLALLAM TRANSIT SYSTEM**  
**AND**

**AMALGAMATED TRANSIT**  
**UNION,**  
**LOCAL 587**

**TERMS AND CONDITIONS OF EMPLOYMENT FOR**  
**PARATRANSIT EMPLOYEES**

**January 1, 2013 through December 31, 2014**

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# **LABOR AGREEMENT**

**By and Between**

**CLALLAM TRANSIT SYSTEM**

**and**

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

## **PREAMBLE**

This Agreement is by and between the Clallam Transit System (the Employer) for its PARATRANSIT operations and Amalgamated Transit Union, Local 587, AFL-CIO (the Union).

We recognize that our mutual goal is to provide safe, comfortable, efficient and economical transportation services to the citizens of Clallam County. Further, to achieve this goal we recognize the need for trust, cooperation and mutual respect.

No modification, alteration, or revision to this Agreement shall be made unless first reduced to writing and signed by the EMPLOYER and the UNION.

The parties agree that the term "Employee" whenever used, whether singular or plural, means and applies to those employees of the Clallam Transit System included within the Bargaining Unit, and that the AGREEMENT covers only those Employees.

The parties agree that the term "Hire Date" whenever used means the first date the Employee is employed in a position that is not temporary.

The parties agree that the term "Report Date" wherever used means the first date the Employee starts work in a new classification.

The parties agree that the term "Anniversary Date" is based on the hire date.

## ARTICLE 1 - RECOGNITION

- 1.1 The Employer hereby agrees to recognize and accept the Union as the sole and exclusive bargaining agent for all Paratransit drivers, dispatchers, and customer service representatives.
- 1.2 Employees hired after April 1, 2011 on a temporary basis (as defined in 16.4) will not be covered under this Labor Agreement.
- 1.3 Any and all new job classifications, and changes to existing job descriptions that include the removal of existing duties, or assignment of permanent additional duties, or the moving or reshuffling of duties between classifications (excluding management and supervisory classifications) will be negotiated with the Union. Concerns over job descriptions will be handled first by the LRC.
- 1.4 It is recognized by the parties that no provision of this Agreement is intended to violate any requirement or rule established by law or contract(s).
- 1.5 At the earliest serious consideration by CTS to potentially contract outside of the organization for work historically and traditionally performed by the bargaining unit, CTS shall notify ATU. CTS commits to holding meaningful discussions with ATU on possible alternatives. Such discussions shall be included as a part of the next possible Labor Relations Committee meeting and recorded as a part of the Labor Relations Committee minutes.

## **ARTICLE 2 - DEFINITIONS**

- 2.1 For the purpose of this Agreement, the following definitions shall be understood as follows:
- A. "Employer" shall mean the Clallam Transit System.
  - B. "Employee" shall mean all represented employees as defined in 1.1.
  - C. "Bargaining Agent" or "Union" shall mean the Amalgamated Transit Union, Local 587, AFL-CIO.

## **ARTICLE 3 - UNION MEMBERSHIP**

### **Section 1. Application for Union Membership**

All regular Employees within the scope of this Agreement shall make application to become members of the UNION within 30 days after their hire date unless otherwise restricted by law; provided, however, that the above requirement shall be satisfied by the payment of an amount equivalent to initiation fees and regular UNION dues to a non-religious charity or other charitable organization mutually agreed upon by the EMPLOYER and the UNION where the Employee is a member of a church or religious body whose bona-fide religious tenets or teachings denies UNION membership. The Employee shall furnish written proof that such payment has been made. Calculation of the 30 day period shall not include periods of temporary employment.

### **Section 2. Failure to Maintain Membership**

Failure of any regular Employee to apply for and maintain a good standing membership in accordance with Section 1 of this Article shall constitute cause for dismissal; however the EMPLOYER has no duty to act until the UNION makes a written request for discharge and verifies that the Employee received written notification of the delinquency, including the amount owing and method of calculation, and that non-payment within seven days will result in discharge by the EMPLOYER.

### **Section 3. Collection of Dues**

The EMPLOYER agrees to deduct in the manner provided by law, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the UNION, and contributions to Committee on Political Education (C.O.P.E.). The amounts deducted shall be transmitted twice a month to the UNION on behalf of the Employees involved. Authorization by the Employee shall be on a form approved by the parties hereto and may be revoked by the Employee upon written request.

### **Section 4. Hold Harmless from Liability**

The UNION agrees to defend, indemnify, and hold the EMPLOYER harmless from any and all liabilities resulting from compliance or non-compliance with the provisions of this Article.

### **Section 5. List of New or Terminating Employees**

The EMPLOYER agrees to furnish the UNION with the names of all new Employees and terminating Employees.

## **ARTICLE 4 - UNION ACTIVITIES**

### **Section 1. Union Business**

No UNION member or officer shall conduct any UNION business on EMPLOYER time unless authorized to do so by the EMPLOYER.

### **Section 2. Visitation**

The EMPLOYER agrees to permit duly authorized representatives of the UNION to have access to the EMPLOYER'S premises during working hours, provided that such representative coordinates in advance with the appropriate Department Manager and notifies the appropriate Department Manager of the reason for the representative's presence, and does not interfere with normal operations or conduct of business. Such visitations shall be for the reasons of the administration of this Agreement.

### **Section 3. Union Insignia**

Employees who are members of the UNION in good standing shall be permitted to wear, while on duty, the standard type of UNION button or patch prescribed by their International organization or local union.

### **Section 4. Equal Employment Opportunity**

The UNION is committed to ensuring the equal employment opportunity practices are followed for all new applicants for employment as well as for present members.



## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.1 Employer reserves the right to subcontract work, however, see Article 1.5.

### **Section 1. Exclusive Vesting of Responsibility**

The responsibility to manage the affairs of the Clallam Transit System is vested exclusively in the EMPLOYER, limited only by the specific terms and conditions of this Agreement.

### **Section 2. Examples of Responsibilities**

That responsibility includes but is not limited to plan, direct, and control all operations and services; to determine methods, means, and number of personnel by which such operations and services are conducted; to assign and distribute work; to hire, discharge, suspend, promote, demote, reward, discipline, or relieve Employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to implement new, revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

### **Section 3. Equal Employment Opportunity**

The EMPLOYER is committed to ensuring that equal employment opportunity practices are followed for all new applicants for employment as well as for all present Employees, including, but not limited to, the Civil Rights Act of 1964 as amended, and the Equal Opportunity Act of 1972, the State Law Against Discrimination and any similar or related Federal or State laws and regulations.

### **Section 4. Security and Surveillance**

The EMPLOYER reserves the right to make video and audio recordings on Clallam Transit properties and vehicles. The intent is that these recordings will not be used arbitrarily, but used as an investigatory tool in conjunction with an accident, incident, public contact, security issue, at the request of an employee, for training purposes, or for Maintenance Department use. Video and audio recordings may be used as evidence in any disciplinary proceeding if a willful violation of a CTS policy or procedure is observed.

## **ARTICLE 6 - NON-DISCRIMINATION**

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

## **ARTICLE 7 - LABOR RELATIONS COMMITTEE**

- 7.1 The EMPLOYER and the UNION agree to establish a committee to be known as the "Labor Relations Committee" (LRC), which shall be composed of equal representatives of the EMPLOYER and the UNION. This committee shall meet quarterly (or more often if agreed to by its members) for the purpose of discussing the following:
- A. Policies and procedures affecting the working relationship between the EMPLOYER and the UNION.
  - B. Other subjects which may be mutually agreed upon as the need arises.

## **ARTICLE 8 - UNION ACTIVITIES**

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

## **ARTICLE 9 - WRITTEN COMMUNICATIONS**

- 9.1 Written communications to the Employer from the Union will be answered within fourteen (14) calendar days in writing. Written communications from the Employer to the Union will be answered within fourteen (14) calendar days, in writing. All written communications to the Employer from the Union will be directed to the General Manager or their representative. Communications to the Union shall be directed to the President of the Local and shop stewards shall be copied. All written discipline must be issued to the employee within fourteen (14) calendar days of the Employer's first knowledge of such infraction(s), except where there is an ongoing investigation. Notification to the employee and the Union prior to the fourteen (14)-calendar day limit of an ongoing investigation will automatically extend the period to thirty (30) work days.
- 9.2 The Employer agrees to notify the Union of any changes in its rules and policies that may affect the working conditions or performance standards of the Employees and to meet with the Union within a reasonable period of time, but not less than fourteen (14) calendar days prior to implementation. The Employer will post on a bulletin board or distribute through Employee mail boxes all adopted rules, regulations or policy changes fourteen (14) calendar days prior to their effective date, except when special circumstances preclude such a notice.

## **ARTICLE 10 - HOURS OF WORK**

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

## **ARTICLE 11 - OVERTIME**

- 11.1 Overtime to be paid at time-and-one-half the Employee's regular rate of pay according to State labor laws. Any and all work, meetings, and/or assignments greater than forty (40) hours will be paid at time and one-half. Straight time will apply to under forty (40) hours in a workweek.
  
- 11.2 Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

## **ARTICLE 12 - MEAL PERIODS**

- 12.1 Meal periods of 30 minutes will be scheduled in compliance with Washington State law. An extended meal period, up to 60 minutes, may be scheduled, subject to operational or training constraints. Drivers have the option of waiving or taking a lunch, based on management discretion. In order to waive a lunch, the driver will be required to complete the required "Meal Waiver Form" and have it approved by management.



## ARTICLE 13 - SENIORITY

- 13.1 A current seniority roster shall be posted on the Employee bulletin board showing the name of each Employee and the date each Employee entered the service of the Employer and /or date of transfer to the operating location. The seniority of each present and future, regular full-time, regular part-time, and/or on-call Employee, shall be as defined in 12.2 of this Article and Article 18.2 for layoffs and recall, and vacations.
- 13.2 Seniority as defined for lay-offs and recall shall be the length of their continuous service, commencing with the date of hire at any location by the Employer. The job being relatively equal, seniority shall govern in layoffs and recall to the bargaining unit. Lay-offs resulting through a reduction of forces will not be considered as a break in continuous service if it does not exceed six (6) months. Lay-offs shall be conducted in inverse order of seniority. Recall shall be conducted in order of seniority.
- 13.3 Where two (2) or more Employees are hired on the same date, seniority shall be determined (a) by the receipt date of application and (b) by the time of application receipt.
- 13.4 Seniority for all Employees represented by the Union shall be recorded on lists certified by the Union and on file with Clallam Transit System effective April 1, 2011. Seniority shall be under the jurisdiction of the Union. All questions or grievances pertaining to seniority shall be settled by the Union.
- 13.5 The Union agrees to provide effective April 1, 2011, the Clallam Transit System Employees with certified seniority lists showing name(s), job classification, and seniority for shift bids, roll ups and layoffs. The Employer shall provide an up-to-date list of all new hires and job classification changes to the Union showing their hire date, job classification, application date and time of application for those hired on the same day. The Union will provide to the Employer, an explanation of any changes appearing on these lists.
- 13.6 When the employment of any Employee is terminated voluntarily or is terminated for cause, the Employee shall lose all existing seniority.

13.7 It is the responsibility of the Employee to keep on file at the office of the Employer; his/her current address and telephone number where he/she can be reached in the event of recall. Employees recalled to duty will respond as quickly as possible, but in no event, later than fifteen (15) days from the date written notice of recall has been sent to the Employee. If any Employee does not report for duty within fifteen (15) days, he/she shall be considered out of service and his name removed from the seniority roster.

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

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

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

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

13.9 Employees will have a six-month probationary period after training is successfully completed.

13.10 Paratransit will be a separate Division of the Clallam Transit System. Seniority and "bumping rights" will not carry across divisions.

## ARTICLE 14 - WORK ASSIGNMENTS

- 14.1 Work assignments shall be developed by the Employer with input from the union for all represented personnel to bid for by seniority a minimum of three times each year or as needed for service demands. The effective dates of the bids shall be the first business Monday of January, the last Monday of April, and the last Monday of August. Bids will be completed no later than fourteen (14) calendar days from the start of the bid. The number of shift bids per year shall be reviewed by the LRC as needed.
- 14.2 Seniority on all bidding shall be based on the date of transfer or hire at the operating location.
- 14.3 If both the Union and Employer agree, bid shifts may contain two or more classifications of work. The Employee will be paid the wage scale for the classification he is working or the wage scale of his primary classification, whichever is greater.
- 14.4 Work will be assigned as per the "Work Assignment" sheet, a separate document that may be changed by mutual agreement as conditions warrant.
- 14.5 When an employee reaches 37 paid hours or more in a week, the employee may request not to work a driving shift which would be scheduled for three hours or less without being required to use leave. This request may be granted if other qualified employees are willing and available to perform the work without going into an overtime status or without reducing their work availability for the remainder of the week. No employee will be forced to work to meet the request. This provision will not be applied in determining additional Full Time positions.
- 14.6 There is a minimum paid report time of 2.5 hours for each report to the Port Angeles base. To earn these hours the Employee must stay and perform tasks as assigned.
- 14.7 No more than two unpaid splits will be assigned daily to the Forks Base Driver excluding meal breaks.

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

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

## ARTICLE 16 - WAGES

16.1 All regular Full-time, regular Part-time and On-Call Employees in the classifications below shall be paid the following hourly rates for straight-time hours actually worked. The effective date is based on the date of hire/transfer to the position.

A. Wage rates for Paratransit Drivers hired on or before January 1, 2012:

PARATRANSIT DRIVER										
Effective	Training	after	after	after	after	after	after	after	after	after
Date	(Min Wage)	Training	Probation	year 1	year 2	year 3	year 4	year 5	year 6	year 7
1/1/12	\$9.04	\$10.01	\$10.66	\$11.13	\$12.56	\$13.51	\$14.46	\$14.95	\$15.42	\$15.90

B. For Paratransit Drivers who complete training after August 31, 2012, the wage scale will be reduced by one step effective March 1, 2013:

PARATRANSIT DRIVER										
Effective		Training	after	after	after	after	after	after	after	after
Date		(Min Wage)	Training	Probation	year 1	year 2	year 3	year 4	year 5	year 6
3/1/13		\$9.19	\$10.01	\$11.13	\$12.56	\$13.51	\$14.46	\$14.95	\$15.42	\$15.90

C. Similarly, for Paratransit Drivers who complete training after February 28, 2014 the wage scale will be reduced by one step effective March 1, 2014.

D. Effective January 1, 2013, the wage rates for Paratransit Dispatchers will be 105% of the Paratransit Driver scale as follows:

PARATRANSIT DISPATCHER										
Effective		Training	after	after	after	after	after	after	after	after
Date		(Min Wage)	Training	Probation	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.
1/1/13		\$9.19	\$10.55	\$11.69	\$13.19	\$14.19	\$15.18	\$15.70	\$16.19	\$16.70

E. For Paratransit Dispatchers who complete training after February 28, 2013, the wage scale will be reduced one step effective March 1, 2013:

PARATRANSIT DISPATCHER										
Effective			Training	after	after	after	after	after	after	after
Date			(Min Wage)	Training	Probation	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
3/1/13			\$9.19	\$11.69	\$13.19	\$14.19	\$15.18	\$15.70	\$16.19	\$16.70

F. Effective January 1, 2013, the wage rates for Paratransit Customer Service Representatives will be 80% of the Paratransit Driver scale as follows:

CUSTOMER SERVICE REPRESENTATIVE										
Effective		Training	after	after	after	after	after	after	after	after
Date		(Min Wage)	Training	Probation	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.
1/1/13		9.19	\$10.01	\$10.01	\$10.37	\$10.81	\$11.57	\$11.96	\$12.34	\$12.72

G. For Paratransit Customer Service Representatives who complete training after February 28, 2013, the wage scale will be reduced one step effective March 1, 2013:

CUSTOMER SERVICE REPRESENTATIVE										
Effective			Training	after	after	after	after	after	after	after
Date			(Min Wage)	Training	Probation	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
3/1/13			\$9.19	\$10.01	\$10.37	\$10.81	\$11.57	\$11.96	\$12.34	\$12.72

H. If by June 30, 2013, the combination of year-to-date 2013 Employer’s sales tax revenue and 2013-2015 operating assistance grant awards is at or greater than the budgeted amounts reflected in the 2013 budget, the following changes to the above wage rate tables A through G will occur:

- i. Effective July 4, 2013, wage rates above minimum wage will increase 2.58 percent; and
- ii. Effective January 1, 2014, wage rates above minimum wage will be adjusted by 90 percent of the annual change in the 12-month rolling average of the Consumer Price Index for All Urban Consumers in the Seattle-Tacoma-Bremerton area (SEA CPI-U) as of the October Bureau of Labor Statistics Economic News Release, which is announced in November before the wage rate change is to take effect. The minimum CPI-based wage increase will be 2.5 percent and maximum will be 6 percent.

I. If the wage increase in the above Section H is not enacted on July 4, 2013, and:

- i. If the combination of the Employer's 2013 sales tax revenue and projected 2014 operating assistance grant funding is at or greater than the budgeted amounts as of December 31, 2013, and
- ii. If the 2014 budget goals are achieved without an overall reduction of service, then:

The above wage rate tables A through G will be increased effective January 5, 2014 by the SEA CPI-U calculation described above in Section H paragraph ii.

- 16.2 When the Employer utilizes the services of a driver/trainer, for training purposes, s/he will be reimbursed a rate of 110% of base hourly rate.
- 16.3 The Employer will continue a bi-weekly payroll.
- 16.4 The Employer may recruit a Lead Paratransit Dispatcher from the ranks of the Paratransit Dispatcher classification. Compensation for the Lead Paratransit Dispatcher shall be 110% of the Paratransit Dispatcher wage. Overtime for the purposes of covering whole shifts for pieces of work of at least two (2) hours will be offered by seniority within the Paratransit Dispatcher classification, then offered to the Lead Paratransit Dispatcher and/or assigned by reverse seniority.
- 16.5 The Relief Dispatcher position will be compensated at 15 cents per hour above the employee's current base wage. The Relief Customer Service Representative position will be compensated at the employee's current base pay rate.

## **ARTICLE 17 - JOB CLASSIFICATION AND BENEFIT ELIGIBILITY**

For the purpose of defining benefit levels:

- 17.1 An Employee shall be considered to be a Full-time Employee if his/her regularly scheduled workweek equals or exceeds thirty-five (35) hours. Full-time Employees are eligible for all benefits under this Labor Agreement.
- 17.2 An Employee shall be considered to be a Part-time Employee if his/her regularly scheduled workweek consists of less than thirty-five (35) hours but no less than twenty (20) hours per week. Each Part-time Employee is eligible for health care coverage and participation in PERS, provided s/he meets the specific plan requirements and pay his/her share of premiums/contributions.
- 17.3 An On-Call Employee is defined as a substitute who may or may not be regularly scheduled to work on a weekly basis, but are expected to work for up to thirty-five (35) hours per week. Hours may increase for short periods of time due to staffing shortages. On-Call Employees will cover shifts of full/part-time drivers who are sick, scheduled off, on vacation, or in times of driver shortages (i.e., turnover). Each On-Call Employee is eligible for health care coverage and participation in PERS, provided s/he meets the specific plan requirements and pay his/her share of premiums/contributions.
- 17.4 A Temporary Employee is hired on a continuous basis to work 867 hours or less per calendar year, and is expected to work less than seventy (70) hours per month for at least eight (8) months during the twelve-month period October 1 through September 30. Temporary Employees are not eligible for benefits other than those required by statute (i.e. coverage under a workers' compensation plan).
- 17.5 The parties understand that the basis of the Employer's business is wholly customer demand response, which is beyond the control of the Employer. Therefore, neither the minimum nor the maximum hours for each employment status can be guaranteed.



- 17.6 Management will review employment status each bid or on an “as needed” basis to ensure proper employment classification, and will meet with the Union before any bid position or Employee is reclassified as non-benefit eligible.
- 17.7 Once an Employee has obtained Employee benefits, s/he will continue to be benefit eligible so long as s/he holds a bid in a benefit eligible position (the Employee’s share of premiums/contributions for benefit plans is determined by the bid position).
- 17.8 Paratransit employees may apply for fixed route positions for which they qualify.

## ARTICLE 18 - HOLIDAYS

### 18.1 **Holidays**

A. The following shall be paid holidays for eligible Employees:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Day
	plus one (1) Floater

### 18.2 **Eligibility**

- A. Employees who successfully complete their initial training period are eligible for holiday pay accrual.
- B. In order to be eligible for holiday pay, an Employee must be in pay status for his/her regularly scheduled workweek immediately preceding and immediately following the holiday.

### 18.3 **Accrual**

- A. Employees who work the holiday will receive holiday accrual in the amount of 8 hours if full-time and 4 hours if part-time or On-Call.
- B. Employees who were not scheduled to work, and who did not work the holiday, will receive 8 hours if full-time and 4 hours if part-time or On-Call.
- C. Employees who were scheduled to work the holiday but did not work, will be paid 8 hours if full-time or 4 hours if part-time or On-Call.
- D. Floater holidays will be credited to the Holiday Leave account on the Employee's birthday in the amount of 8 hours for full-time and 4 hours for part-time or On-Call employee.

### 18.4 **Holiday Banking**

Employees may elect to bank their holidays in the Holiday Leave bank in lieu of taking the holiday. The decision to bank is irrevocable and must be made in writing to the supervisor in advance of the holiday. If the employee works the holiday, the holiday accrual will be banked in the Holiday Leave Bank. A banked holiday may be taken at a later time in the same manner as Vacation Leave. The Holiday Bank may not exceed 40 hours.

## ARTICLE 19 - VACATIONS

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

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

19.2 Vacation leave is accruable to a maximum of 480 hours. Vacation pay will be based on the wage rate in effect when vacation is taken. Employees must take at least one week (forty (40) hours) of their accrued vacation per year in minimum eight (8) hour blocks. Employees may request a vacation payout of up to a maximum of forty (40) hours once per calendar year under the following guidelines:

- Must be employed for at least four (4) years.
- Must have at least one hundred twenty (120) hours of vacation on the books prior to the payout.
- Must have used or is scheduled to use forty (40) hours of vacation in the calendar year.
- Request must be made at least thirty (30) days in advance.

19.3 Vacation and day off request shall be approved on a first come first serve basis except when the requested time off falls in the Prime Time period as described in 18.4

19.4 The Union shall determine the prime vacation periods and inform the Employer of their determination before January of each year.

19.5 Request for time off during Prime Time shall be granted as follows:

A. All requests for time off during Prime Time shall be submitted by January 30th of each year.

B. Request will be granted in seniority order.

C. Employees are limited to one Prime Time leave request. A leave request is defined as a single day off, or a block of continuous days off including RDOs during the Prime Time period.

D. After all Prime Time leave requests have been processed, additional leave during the Prime Time Period may be granted on a first come first serve basis.

E. All approved leave requests during the Prime Time period greater than one week (8 plus days) must be used or canceled in its entirety. All approved leave requests during the Prime Time period of one week (7 days) or less cannot be canceled.

19.6 At separation of employment, an Employee will be reimbursed any unused vacation accrual upon return of Employer property.

19.7 Non vacation eligible Employees moving to a vacation eligible position will receive one year of accrual credit for each 1,900 hours worked, or portion thereof.

## ARTICLE 20 - SICK LEAVE

20.1 The Employer may require a physician's certificate or other reasonable proof of illness in the case of an absence due to illness, injury or disability for which sick leave is payable where the Employer has a reason to suspect abuse by the Employee or if the Employer questions the physical capabilities of the Employee.

20.2 Employees shall accrue sick leave days from their most recent date of hire as follows:

- i. Full-time Employees (defined in Section 16.1) at the rate of 1.85 hours per pay period (six days per anniversary year);
- ii. Part-time Employees (defined in Section 16.2) at the rate of 1.85 hours per pay period (six days per anniversary year);
- iii. On-Call Employees (defined in Section 16.3) at the rate of 0.92 hours per pay period (three days per anniversary year);

Use of accrued sick leave is not available until an Employee completes his/her probationary period as defined in Section 12.9.

The accrual rate will change effective at the beginning of the pay period during which an Employee changes status (from/to On-Call to/from Part-time or Full-time). The change in status will not affect the Employee's sick leave balance.

Unused sick leave can be carried over from one year to another. The maximum sick leave accrual is 240 hours.

20.3 Sick leave will be paid (as outlined in Section 19.4 below) on the first day of hospitalization due to accident or illness and on the first day of any illness or injury for which hospitalization is not required.

20.4 An Employee is responsible to notify his or her supervisor no later than two hours prior to the start of his or her work shift as to the Employee's condition. Such report is deemed merely a notification of absence; the approval of sick leave will be determined on the Employee's return to work. Employees are responsible to notify supervisors daily unless they are aware they will be out for more than one day and advise their supervisor of that fact. Employees who are out for an extended period must call the office no later than 2 p.m. the day before they are to return.

If the Employee is unable to notify the supervisor because of extenuating circumstances, he must validate this and receive approval from the manager.

20.5. Sick Leave with pay may be granted for the following reasons:

- A. Because of, and during, illness, injury or disability incapacitating the Employee to perform the Employee's work.

Employees who are relieved because of illness shall notify their supervisor at the time they are relieved if they intend to work their next scheduled shift.

- B. Quarantine by a public health official.

- C. Because of illness, injury, or disability to or death of any person with whom the Employee has had a close personal relationship that requires the presence of the Employee. Leave for such reason shall be limited to three days in any one instance, unless it can be demonstrated to the General Manager that additional time is necessary by reason of travel distance. In such case, up to five days may be authorized. Unique situations may be considered under Article 28.

20.6 Employees will be allowed to transfer sick leave from their personal sick bank to another bank in accordance with the Employer's policies provided that the person receiving sick leave will have no sick leave at the time of transfer.

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

### 21.1

- A. Employees are entitled to up to 12 weeks of family medical leave in a 12 month period pursuant to the provisions of the Family Medical Leave Act (FMLA) and/or the Washington State Family Leave Act (WFLA.) To be eligible for leave under this section, an Employee must have been employed by Clallam Transit System for 12 months or more and have worked a minimum of 1250 hours in the preceding 12 months.
- B. Employees are required to use all but 20 hours of accrued leave before going on leave without pay. No less than 2.5 hours of general leave or more than the Employee's current shift may be taken in any one day.
- C. Personal health leave up to an additional 3 months from the last day of family medical leave shall be granted in conjunction with the birth or adoption of a child, or for an employee with serious illness, injury or disability as defined by the Acts. Extensions beyond the original three months of personal health leave may be granted pursuant to paragraph F below.
- D. Requests for such leave must be filed with the Employee's Department Manager at least 30 days in advance of the expected due date or date of requested leave, or as soon as practicable for medical leave.
- E. At the EMPLOYER'S discretion, the EMPLOYER may require an Employee to provide documentation to substantiate the request for leave.

- F. Employer will continue health benefits for employees on approved personal health leave for up to three calendar months from the last day of family medical leave (as per paragraph C above) provided Employee pays their share of the premiums. If the leave is for the Employee's medical condition, the Employer will continue health care benefits for a maximum of 9 calendar months from the last day of family medical leave provided the Employee is expected to return to work and the Employee continues to pay the Employee share of the premiums. Health care benefits include medical, dental, vision, basic life, and long term disability coverage.
- G. Employee will be required to pay 100 percent of health care benefit premiums for any additional leave granted over and above the personal health leave defined in paragraphs C and F above.
- H. Reference paragraph C and F for the initial participation in the family medical leave plan. When the employee enters the plan for the second time they will pay 20 percent of the total health care benefit premiums over and above the employee's share of the premium. On the third or any further occasions the employee will pay 30 percent of the total health care benefit premiums over and above the employee's share of the premium. When an employee works for a consecutive 24 month period and does not participate in this plan the employee will revert back to the conditions of paragraphs C and F. The employee enters the plan only when their FMLA leave has been exhausted.



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

- 22.1 A regular Employee may be granted up to seven (7) days off (three (3) days shall be paid sick leave, the remainder shall be taken from accrued leave banks or leave without pay) in the event of a death of any person with whom the Employee has had a close personal relationship that requires the presence of the Employee.
- 22.2 A regular full-time Employee will be granted civil leave if such Employee is called to serve on a jury or is subpoenaed to testify in court. Such Employees will be paid the difference between their regular minimum straight-time hourly rate of pay and the compensation for the latter. Employees are required to make arrangements with their supervisor at least ten (10) workdays in advance of the absence; provided that such notification is waived if the Employee receives a subpoena requiring his or her attendance with less than ten (10) days notice. Pay for jury duty leave under this Article shall be limited to thirty workdays.

## **ARTICLE 23 – HEALTH INSURANCE PROGRAMS**

- 23.1 The Employer agrees to provide a medical insurance program, a dental insurance program, a vision insurance program, a confidential counseling service, and a \$25,000 life insurance program covering the benefit eligible Employees. The benefits offered under these programs at a minimum shall be comparable to the UMP Healthcare Plan offered by the Public Employees Benefits Board.
- 23.2 Employees may choose from among the health plan options offered by the provider selected by the Employer, and will pay the difference between the cost of the plan option selected and the Employer's share for the basic health plan option. The Employer shall provide a schedule of health plan options and their respective costs at the start of any enrollment period.
- 23.3 The Employer agrees to provide basic disability insurance for benefit eligible Employees through the Washington State Health Care Authority. When offered, a benefit eligible Employee may elect broader coverage, at the Employee's expense.
- 23.4 Benefit eligible Employees shall be eligible for the Employer medical and dental premium subsidy effective at the beginning of the first month following successful completion of training.
- 23.5 All premiums shall be made by payroll deduction, if applicable.
- 23.6 For all full-time Employees, the Employer will pay for 100% of the premium cost.  
For all part-time or on-call Employees, the Employer will pay 60% of the premium cost and the Employee will pay for the remaining 40%.  
For all Employee dependants, the Employer and the Employee will each pay 50% of the dependant premium cost.

## ARTICLE 24 - UNIFORMS / BUS PASS

- 24.1 The Employer shall provide uniform(s) for the Employee. The Employee shall be responsible for cleaning the uniform. The initial uniform allotment shall be:

On-Call Employees: 3 shirts, 3 pants, 1 jacket, 1 sweater, 1 hat

Part-time Employees: 4 shirts, 4 pants, 1 jacket, 1 sweater, 1 hat

Full-time Employees: 5 shirts, 5 pants, 1 jacket, 1 sweater and 1 hat

Dispatchers: 3 shirts, 3 pants, 1 sweater

### 24.2

- A. The Clallam Transit System agrees to provide tax-free transit passes to Clallam Transit Employees and their legal dependents, and to retired Clallam Transit System Employees, and their spouses. For the purpose of this Section, the term “dependent” shall include unmarried dependent children up to nineteen (19), full-time students up to age twenty-three (23) and children with mental and physical handicaps, living at home.
- B. In the event evidence indicates an Employee’s or dependents pass is being used by an unauthorized person, that pass shall be subject to surrender at the request of CTS management.

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

- 25.1 The Employer shall comply with all safety, health and sanitation measures required by the Washington Industrial Safety and Health Act (WISHA) and the Federal Occupational Safety and Health Act (OSHA). The Employees shall comply with safety, health and sanitation standards, rules and regulations.
- 25.2 Any Employee who is injured on the job to the extent requiring medical treatment that results in his or her leaving work shall be entitled to pay for the time involved during his or her normal work hours. If the Employee needs immediate medical attention an ambulance will be called or a Company representative will drive the injured Employee to the doctor or hospital. In the event a doctor advises an injured Employee that he or she should not return to work because of the injury, he or she shall, upon presenting to the Employer on the day of the injury or within a reasonable time thereafter a doctor's certificate certifying such doctor's advice, be entitled to pay for the full shift on the day of the injury only. The Employee will be required to complete an on-the-job injury report at the time of injury or as soon as reasonably possible. If the Employee is hospitalized it shall be the responsibility of the supervisor to ensure on-the-job injury reports are completed.

## **ARTICLE 26 - RETIREMENT PLANS**

### **26.1 Old-Age and Survivors Insurance System**

The Employer agrees to provide coverage to each eligible Employee in the Old-Age and Survivors Insurance System as defined by the Federal Social Security Act, the Revised Code of Washington, and other applicable federal and state regulations.

### **26.2 CTS Retirement Plan**

- A. The Employer agrees to contribute an amount equal to the employer's statutory premium percentage for each eligible Employee's compensation (as defined by each Plan) to the Public Employees' Retirement System (PERS) plans.

Both the Employer and the Union agree to open this section to negotiation should the mandatory employer PERS contribution increase above 9.5%. PERS Plan documents control all provisions relating to administration, vesting, distribution, and investment choices, except the contribution rates as specified above.

- B. Each benefit eligible Employee may contribute to an Employer sponsored 457 Deferred Compensation Plan starting after the completion of his/her training. The maximum amount that an Employee may contribute will be controlled by statute and the 457 Plan documents.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

### **27.1 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.

### **27.2 Definition of Grievance**

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 including the "Employees Manual", Extra Board Rules, and any applicable letters/memorandums of understanding. Grievances shall be processed in accordance with the following procedures within the stated time limits.

### **27.3 Reduce to Writing**

In the event a grievance arises, it shall be reduced to writing and specify the act or event being grieved, the date of the occurrence, the identity of the Employee or Employees who claim to be aggrieved, the provisions of the Agreement that allegedly have been violated, and the remedy sought. It will be handled as outlined in Section 5.

### **27.4 Forfeiture of Grievance**

Defined time limits in this Article may be extended by a written agreement between the parties. However, should either party to the Agreement breach the time limitation, that party shall forfeit all rights and claims to the grievance and the grievance shall be considered resolved in the other party's favor; it being understood that such forfeiture does not decide the merits or establish a precedent. For the purpose of this Article, "working days" shall mean Monday through Friday, normal EMPLOYER business days.

## 27.5 Steps in the Grievance Procedure

- Step 1. The grievant Employee shall present the grievance within ten (10) working days of its alleged occurrence to the Employee's immediate supervisor who shall schedule a hearing if requested by the grievant and provide a written response within ten (10) working days after receipt of the grievance. Both the Employee and the Employee's immediate supervisor have the option of requiring a hearing and/or the inclusion of UNION representation at any point in the grievance procedure. If a hearing is not requested at the time the grievance is submitted by the grievant or required by the EMPLOYER, the grievance may be answered in writing without a hearing at Step 1.
- Step 2. If the grievant Employee is not satisfied with the solution of the immediate supervisor, the Employee shall submit written notice to the General Manager and a copy to the UNION including, (1) statement of the grievance and relevant facts, (2) specific provision(s) of the Agreement violated, and (3) remedy sought, within ten (10) working days from the receipt of the immediate supervisor's response. The General Manager shall schedule a hearing if requested by the Employee and respond to the Employee in writing within ten (10) working days from receipt of the grievance at the second step.
- Step 3. If no agreement can be reached at Step 2, the Union Business Representative/designee may appeal to arbitration by notifying the General Manager in writing. Such referral must be sent by certified mail within sixty (60) days after the Union receives the Step 2 decision. The grievance as set forth in writing in Step 2 may be submitted to an arbitrator in accordance with the following procedures:
- A. The grievance has been approved for arbitration by the UNION membership in accordance with the UNION'S Constitution and Bylaws.

- B. A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Both parties shall meet and each shall strike a name until an arbitrator is selected. The Union will contact the arbitrator to determine his/her availability and will be responsible to schedule all requested arbitrations.
- C. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within 30 calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement. The decision of the arbitrator within these stated limits shall be final and binding on both parties.
- D. In case of a grievance involving any continuing or other monetary claim against the EMPLOYER, no award shall be made by the arbitrator which shall allow any alleged accruals for more than 10 working days prior to the date when such grievance shall have first been presented.
- E. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.



- F. The parties agree to attend a pre-arbitration conference no later than 14 calendar days before a scheduled arbitration. The purpose of this conference shall be to discuss and narrow issues, explore settlement, prepare a submission agreement if no settlement agreement is reached, and to treat other matters relevant to the arbitration proceeding. Thereafter, should either party cancel within five working days of the scheduled arbitration date, the canceling party shall pay cancellation costs charged by the arbitrator and opposing counsel.
  
- G. There shall be no strike or lockout on any matter submitted to arbitration.

## **ARTICLE 28- REPORTING FOR WORK**

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

## **ARTICLE 29 - LEAVES OF ABSENCE**

- 29.1 Leaves of absence may be granted by the Employer if deemed appropriate and beneficial to CTS.
- 29.2 A request for leave without pay by an Employee in order to accept other employment shall be considered as insufficient reason for approval of such request. With the approval of the Employer, leave of absence, shall be granted, without pay to full-time or regular part-time Employees for the purpose of service in the Armed Forces; provided that such request for leave shall be in writing and accompanied with a validated copy of military orders ordering such Employee into active service with the Armed Forces.
- 29.3 Personal leave of absence may be granted for up to thirty (30) days. Failure to return to work following the approved leave of absence will result in termination of employment. Extension of the thirty (30) day leave of absence may be granted based on operational needs.
- 29.4 Leaves of absence for medical reason may be granted for up to one year. Employees will be required to contact their Employer on a monthly basis while out. Upon return the Employee will be required to submit a medical release certificate.
- 29.5 Employees granted any type of leaves of absence shall retain seniority and benefit rights during such leaves provided all appropriate Union dues, fees, and assessments are paid.

## **ARTICLE 30 - PHYSICAL EXAMINATIONS**

- 30.1 Employees are required to meet all state, federal and local guidelines relating to physical examinations and testing, including drug and alcohol testing.
- 30.2 All drivers and dispatchers must possess a valid Department of Transportation medical card while performing their duties. The Employer will pay for the DOT physical no more than once every two years and the Employer will designate a prescribed physician or the employee pays the excess cost.

## **ARTICLE 31 - ACCIDENT REPORTS**

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

## **ARTICLE 32- BULLETIN BOARD**

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

### **ARTICLE 33 - SAVINGS CLAUSE**

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

**ARTICLE 34 - MATTERS COVERED AND COMPLETED  
AGREEMENT**

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



## **ARTICLE 35 - MUTUAL OBLIGATION**

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

## **ARTICLE 36 - DURATION**

36.1 This Agreement shall be effective January 1, 2013 and shall continue unless at least sixty (60) days prior to December 31, 2014 either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.