

AGREEMENT  
By and between  
SNOHOMISH COUNTY PUBLIC TRANSPORTATION  
BENEFIT AREA CORPORATION  
and  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
DISTRICT LODGE NO. 160  
Representing  
VEHICLE MAINTENANCE EMPLOYEES  
1/1/07 – 12/31/11

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**Representing**  
**VEHICLE MAINTENANCE EMPLOYEES**

This Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Snohomish County Public Transportation Benefit Area Corporation of Everett, Washington, or any successors or assignees thereof and International Association of and Machinists Lodge 160, IAM, representing employees of the Employer as described in Article I of this Agreement.

The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Employer and the Union. It shall be the duty of the Employer and its representatives to comply with and abide by all the provisions of this Agreement.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

**ARTICLE 1 — RECOGNITION OF BARGAINING UNIT**

The Snohomish County Public Transportation Benefit Area Corporation (the term "Employer" being hereinafter deemed in each instance to refer to such Corporation) recognizes International Association of Machinists District Lodge 160, IAM, (the term "Union" being hereinafter being deemed in each instance to refer to this representing organization) as the exclusive collective bargaining agent for workers in all classifications and listed in Appendix A, excluding supervisory and professional, clerical, and management personnel.

**ARTICLE 2 — RIGHTS OF MANAGEMENT**

The management and the direction of the working force, including the right to hire, classify, assign, promote, demote, suspend or discharge for proper cause, to transfer, to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Employer subject, to all the provisions of this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policies or procedures as the Employer from time to time may determine.

The Employer shall have the right to establish rules and regulations as may be deemed necessary by the Employer for the management of the affairs of the Employer and the Union agrees that the employees shall be bound by and obey such rules and regulations insofar as the same does not conflict with the terms of this Agreement.

Rules and regulations shall be made available in writing to all employees.

### ARTICLE 3 — SUPERVISORY EMPLOYEES

No administrative representative or supervisor shall take the place of an employee and it is agreed that these employees will not use tools of the trade except (1) when used for purposes of instruction, or (2) in cases of emergency, which are beyond the control of the Employer. Such administrative employees shall not substitute for a worker in the event it deprives an individual of a job. This applies to the regular shift and overtime conditions.

### ARTICLE 4 — EMPLOYEE EVALUATIONS

Community Transit reserves the right to evaluate employee's work performance. Employees shall be presented a copy of their evaluation at a private conference with their immediate Supervisor. In case of unsatisfactory evaluation, the employee may request and shall be granted an evaluation review with the department head, the evaluation supervisor, and the Union Steward present. The Evaluation Review will allow an employee to appeal his or her contention of an unsatisfactory evaluation. The department head shall render a decision regarding the appeal and the decision shall be final.

### ARTICLE 5 — STRIKES OR LOCKOUT

During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request or assist in a slowdown, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slowdowns, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. Discipline or discharge for violation of this Article may be processed through the grievance and arbitration procedure. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

### ARTICLE 6 — UNION MEMBERSHIP AND DUES

6.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement and those employees hired on or after its execution date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Union, provided that objections to joining, the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay a service charge equivalent to regular union dues and

initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative for which such employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

6.2 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with 30 days' notification of the Union's intent to initiate discharge action. During this period, the employee may make restitution in the amount which is overdue.

6.3 The Employer agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a standard form approved by the Employer and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the Employer.

6.4 The Union agrees that the Employer shall not terminate the employment of any employee under the provisions of this Article until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

6.5 New employees subject to the terms of this Agreement shall be required to read, date and sign a document setting forth the provisions of the union security clause of this Collective Bargaining Agreement.

6.6 The Union shall indemnify and save the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 7 — BUSINESS REPRESENTATIVES AND UNION ACTIVITY

7.1 Business Representative — Access to Work Site. The Business Representative or other full-time representatives of the Union, as assigned by the District President, shall, upon request be approved by the Manager of Human Resources or designee, for admittance to the facility by the Employer during working hours of employees covered under this contract for the purpose of ascertaining whether or not this Agreement is being observed by the parties. All such representatives shall comply with the security regulations as required of all other visitors.

7.2 Business Representative — Access to Employees During Working Hours. Subject to the provisions of 7.1 herein, the Business Representative of the Union and/or Union Steward shall be allowed to talk with employees for the purpose of ascertaining whether or not this Agreement is

being observed by the parties hereto, or to assist in adjusting grievances. An employee and/or Union Steward shall punch out and be on an unpaid status when investigating or adjusting employee's complaint and grievances. Such employee and/or Union Steward shall notify their supervisor or manager before leaving the work assignment.

7.3 Union Steward. The Union may have a total of five employees as Union Stewards to investigate complaints or claims of grievance on the part of the employees or the Union.

7.4 Union Bulletin Boards. The Employer shall provide one bulletin board for the Union's exclusive use. The bulletin board is for the posting of rules, regulations, notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union business" and is of a non-inflammatory and non-political nature.

7.5 Union Activity. No employee shall be discharged or discriminated against in any way because of their membership in or activities in behalf of the Union.

## ARTICLE 8 — INFORMATION TO BE FURNISHED TO THE UNION

8.1 Information to be Furnished to the Union. Upon request, the Employer agrees to provide the Union with the following information and update any changes as they may occur. The employer shall provide this information to the union within 5 business days, or advise when the information will be available.

- a) A list of employees and any new employees.
- b) Classification of employees.
- c) Rate of pay of employees.
- d) Seniority date.
- e) Employees loss of seniority for any reason.

8.2 Reduction in Work Force. In case of a reduction in work force, the Employer should furnish the Union with the following information:

- a) A copy of the list of employees used by the Employer in applying such layoff.
- b) The names of employees who file for recall.
- c) The names and dates employees accept or decline recall offers.

## ARTICLE 9 — AVAILABILITY OF AGREEMENT

The Union and the Employer agree to share equally the cost and expense of printing this contract subject to the following conditions:

- a) The Union shall have the responsibility of arranging for the printing of the contract and be solely responsible for each printing.
- b) Prior to the Union making any commitment for the cost of such printing, the Union shall obtain approval of such cost from the Employer.

## ARTICLE 10 — NONDISCRIMINATION

It is mutually agreed that there shall be no discrimination because of race color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps, sexual orientation, or discrimination pursuant to the Americans With Disabilities Act, that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and Management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

## ARTICLE 11 — DISCHARGE AND DISCIPLINE

11.1 No employee shall be discharged, suspended or otherwise disciplined without just and sufficient cause.

11.2 Written Warnings. Written warnings may be given to the employee for infraction of the rules and regulations. The employee shall sign the written warning only to acknowledge receipt, not admit guilt, and state any objections to such warning in writing on the form provided. A copy of the written warning may be placed within the employee's personnel file but shall become null and void for the purpose of progressive discipline after one year from date of the warning and upon request of the employee the written warning shall be removed from his or her personnel files. Discipline of a more serious nature shall remain in the files.

11.3 In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Whenever possible, such notification shall be in advance of the discharge, demotion or other disciplinary action.

An employee shall have the right to have his or her Union Steward or Business Representative present at formal disciplinary action.

11.4 Should there be any dispute between the Employer and the Union concerning the existence of just and sufficient cause for discharge, suspension, demotion or discipline, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement.

11.5 In the event it is found that an employee has been discharged without just and sufficient cause, such employee shall be reinstated to his or her former position. In no way shall the period of unjust discharge affect the employee's seniority rights or his or her rights to the other benefits agreed to herein.

## ARTICLE 12 — GRIEVANCE PROCEDURE

12.1 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. It is understood that there shall be no suspension of work, slowdown, or

curtailment services while any difference is in the process of adjustment or arbitration pursuant to the terms of this Agreement.

12.2 A "grievance," as is used in this Agreement, means a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning proper application or interpretation of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

12.3 Steps in the grievance procedure for disputes involving contract interpretation or disciplinary action shall be handled in the following manner:

Step 1: Employee Grievance - Oral Discussion (Optional). Prior to filing a grievance in writing, employees may discuss the matter with the appropriate Manager, either directly or accompanied by the Union Steward.

Step 2: Employee Grievance Reduced to Writing. If the oral discussion does not settle the dispute to the satisfaction of the aggrieved employee, the employee and his or her Union Steward or Union Representative will reduce grievance to writing and present it to Labor Relations. Such written presentation shall include all of the following information:

- a) A statement of the grievance and the facts upon which it is based.
- b) The Articles or Sections in this Agreement claimed to have been violated.
- c) The signature of the aggrieved employee or employees and the Union Representative, if the Union Representative is presenting the grievance.
- d) Date of signatures.

The grievance shall be presented within seven workdays of the dispute occurrence. The appropriate Manager or designee shall meet with the grieving employee or employees and the Union Steward in an attempt to adjust the grievance within ten workdays of receiving the grievance.

The appropriate Manager or designee must render a decision thereon in writing within ten workdays of the conclusion of this meeting.

Step 3: If no agreement is reached in Step 2 above, the employee shall, within 15 workdays of receipt of the designated Manager's decision, present a 3rd Step request to Labor Relations. The department head or designee shall meet with the grieving employee or employees and the Union Steward in an attempt to adjust the grievance within 15 workdays of receiving the grievance.

Step 4: In the event the grievance remains unresolved for a period of 15 work days after its submission for 3<sup>rd</sup> step, to the department head, the grievance may be appealed to the Chief Operations Officer or designee by submitting a 4th step request to the Labor Relations.

Step 5: If the grievance remains unresolved after its submission to the Chief Operations Officer, the grievance may be appealed to arbitration in writing by registered or certified mail of notice of appeal to arbitration. Such notification must be received by the Manager of Human Resources

and Labor Relations or designee not later than 15 workdays after receipt by the Union of the decision of the Chief Operations Officer or designee or 31 days after its submission to the Chief Operations Officer or designee, whichever is sooner.

Workdays are Monday through Friday, excluding holidays.

#### 12.4 Suspension or Dismissal Grievance.

##### a) Suspension or Dismissal Notice.

In cases of suspension or dismissal for cause, the employee shall be given a copy of the suspension notice or termination notice, which shall include the effective date of such notice and the reason for suspension or dismissal. If the employee is not available, the notice shall be sent to the employee's last known address and also to the Union office.

##### b) Suspension or Dismissal Appeals.

The employee shall have the right to appeal the action shown on the Suspension or Dismissal Notice, providing the Business Representative files a formal written grievance with the Manager of Human Resources & Labor Relations or designee within ten calendar days after the date of mailing the suspension or dismissal notice.

The suspension or dismissal grievance shall be initiated at Step 2 of the grievance procedure.

### ARTICLE 13 — ARBITRATION

13.1 Grievances, as defined in Article 12, which have been presented and processed in accordance with the aforementioned procedure and in respect to which arbitration has been demanded as therein provided, shall be determined by arbitration as hereinafter provided:

1. Within ten days after either party shall have duly served a demand for arbitration upon the other party, each party shall:
  - a) Appoint one person to be the official representative of that party.
  - b) Notify each other of such appointment in writing.
2. The official representative of each party shall meet within ten workdays and endeavor to settle the dispute in question. If they fail to do so in a single conference, they shall request the Federal Mediation and Conciliation Service to submit a list of nine names of arbitrators from which the parties shall select their arbitrator. Within 15 workdays after receiving such list, the parties shall each alternately strike one name from the list, with the first strike being determined by the toss of a coin, until one name remains. The person thereafter remaining on the list shall be and become the arbitrator.

The arbitration proceedings shall commence in Snohomish County, Washington, and shall continue to meet and hear any and all evidence and arguments related to the case

and shall render a decision in writing to both parties. The arbitrator shall have no authority to add to, subtract from or in any way modify or change any of the terms or provisions of this Agreement but shall only be authorized to interpret existing provisions of this Agreement as they may apply to the specific facts at issue. All arbitration proceedings shall be held in Snohomish County, Washington.

The decision of the arbitrator shall become final and binding on both parties when delivered to them in writing.

The fees and expenses of the arbitrator as well as other joint expenses incidental to the arbitration shall be paid equally by the parties.

It is specifically and expressly understood that taking an appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum.

13.2 The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays. The time limits may be extended by mutual agreement of the parties.

#### ARTICLE 14 — SAFETY

14.1 Mutual Objective. It is the mutual objective of both parties of this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illness.

14.2 Safety Committee. Community Transit shall maintain a company-wide safety committee that includes one or more representatives elected by this bargaining unit. Members of the Safety Committee shall attend meetings on company time and at company expense, and shall perform related assignments at full pay. Members of the Safety Committee, including at least one (1) designee of the Union, will accompany OSHA and WISHA on any walk around inspection.

14.3 Safety Equipment. The Employer will furnish proper and modern safety and sanitary safety devices for all employees working on unsafe and hazardous work. It shall be mandatory for all employees to use such devices when the Employer, OSHA or WISHA determines they are necessary.

14.4 First Aid. The Employer shall establish and maintain an ongoing employee first aid training program and an emergency first aid service to care for accidental injury or personal emergencies that may arise. Ambulance service cost from the work site to the nearest recommended hospital shall be provided by the Employer, if necessary.

14.5 Requirement of Medical Examination. Physical examinations or tests conducted by the physician of the Employer's choice shall be required during the term of this Agreement. The safety and health of the employees and customers of Community Transit necessitate these requirements. Employees required to report for medical examinations, eye examinations, or other tests, shall be paid for such time, an amount equal to their regular rate of pay plus any

premium pay, if applicable, not to exceed two (2) hours' pay unless otherwise approved by the Employer. Except for the medical examination required for a commercial driver's license, the Employer shall pay the full cost for medical or eye examinations required. Upon request, employees shall receive copies of medical reports from such required examinations.

## ARTICLE 15 — INDUSTRIAL INSURANCE

15.1 Industrial Injury. Employees injured on the job shall report such injury immediately to their supervisor or manager, or as soon as reasonably possible, upon discovery.

15.2 Industrial Insurance Supplement. When an employee is eligible for time loss benefits from the Department of Labor and Industries Industrial Insurance Program, the Employer will prorate the employee's sick leave to supplement industrial insurance, so that both combined will equal the employee's regular/normal salary. The supplement shall begin on the first day of absence from work.

## ARTICLE 16 — HOURS OF WORK

16.1 Work Week. A workweek will consist of five 8-hour days or four 10-hour days for a total of 40 hours.

16.2 Hours of Work. The normal work hours for employees in this bargaining unit will be as scheduling dictates. Due to the nature of their work, certain employees will have different schedules. Those schedules shall be determined by the department head or designee. The Employer retains the right to establish and alter work schedules in accordance with the public transportation needs, demand, Employer policies, and all regulations and requirements specified in the United States Fair Labor Standards Act. The Employer's determination in such matters shall be conclusive.

16.2.1 Employees are to be on time in their work clothing and ready to start work prior to the start of their shifts.

16.3 Designation of Shift. Community Transit shall pay shift differential as follows:

- Day shift will not begin before 5:00 a.m. or end after 6:30 p.m.
- Swing shift will not begin before 1:00 p.m. or end after 2:30 a.m.
- Graveyard shift will not begin before 9:00 p.m. or end after 10:30 a.m.

An employee whose regularly scheduled shift falls outside of the shifts as described will receive shift differential pay based on the higher of the two shift ranges into which his or her hours fall.

Any employee's schedule for a single day may change without changing his or her shift differential rate for that workweek.

16.4 Shift Length, Meal and Rest Breaks. Each shift shall be either an eight-and-one-half-hour period or a ten-and-one-half-hour period, and shall include an unpaid 30-minute lunch period. Each employee shall be given a 15-minute rest period for every two hours

worked, two breaks per eight-hour and three breaks for 10-hour shift. The start time for each such rest period shall be designated by the Employer. Employees assigned to work two hours or more overtime either before or after their scheduled shifts, shall be granted a 15 minute rest period at either the start or conclusion of their normal shift, whichever is appropriate with overtime requirements.

- 16.5 Training Reassignment. Travel to destination and back is work time when it falls in the employee's regular work day, excluding meal times. This would include corresponding hours on non-working days, such as weekends. If the traveler's work schedule includes shifts, the work schedule will be based on an 8:00 – 5:00 work day.
- 16.6 If training is located outside of Snohomish County but within the Puget Sound area and is less than five (5) days within a week, the employee has the option of converting their work week schedule to 4/10s. For five day training, the work week schedule will be changed to 5/8s.

## ARTICLE 17 — RATES OF PAY AND CLASSIFICATION

17.1 The classification and rates of pay of employees are set forth in Appendix A, attached hereto and made part of this Agreement. These classifications and rates of pay shall supersede any other wage or salary schedule of Community Transit.

17.2 Overtime. All hours worked in excess of 40 hours per week shall be paid at one and one-half (1 1/2) times the existing straight time rate. Sick leave, holidays, and vacation shall be considered time worked for the purpose of calculating overtime.

Overtime assignments on an employee's regularly scheduled day off shall be offered to employees by seniority, within classification and shift, provided the employee is qualified and reasonably available. Working leads shall be included in overtime choices. Should no employee accept the offered overtime, it shall be assigned to qualified and reasonably available junior employees in the inverse order of seniority. Daily overtime assignments which extend an employee's shift more than eight hours or ten hours shall be offered first to the employee(s) who is actually performing the required work on his or her scheduled shift. If the employee(s) refuses the overtime assignment, the overtime shall be offered in the same manner as regularly scheduled days of overtime, as stated above.

17.3 Report Pay. Except in cases of shutdown, other interferences with operations beyond the control of the Employer, or disciplinary suspensions of affected employees, all employees reporting to their work schedule as instructed on their regular shift shall be entitled to eight hours' pay or ten hours depending on the employee's regular shift. An employee who leaves during his or her shift because of an industrial injury will receive pay for the remainder of the shift.

17.4 Call Back to Work Pay. Employees called back to work outside of their normally scheduled shifts shall be paid for a minimum of two hours at a rate of one and one-half (1-1/2) times their normal pay starting at the time they arrive at work.

17.5 Shift Differential. Employees assigned to swing shift shall receive a shift differential of 2 percent per hour while so assigned. Employees assigned to graveyard shall receive a shift differential of 4 percent per hour while so assigned. Such shift differentials shall be based on normal day shift rates of pay for the classification listed on Appendix A of this Agreement. (See definition of shifts in 16.3.)

17.6 Temporary Assignments. In the event an employee is temporarily assigned by a Manager in writing to work in a higher-paid classification, he or she shall receive the rate of pay for such classification. In no event shall an employee while working in a lower-paid classification receive less than his or her regular rate of pay.

17.7 Lead Pay. Any person assigned to work in the capacity of a Lead for a period of one hour or more shall receive the applicable rate of pay for the time worked in that capacity.

17.8 Appropriate Rates. Rates of pay for apprentices shall be established by the Joint Apprenticeship Committee according to the terms of Article 29 of this Agreement, unless otherwise set forth in Appendix A.

17.9 New Classifications. In the event that a new job classification is established or there is a substantial change in the duties or requirements of established job, the Employer shall develop an appropriate classification and rate of pay to apply to such job. The Employer shall furnish the Union with the new classification and the rate of pay to apply to such job. If the Union disagrees with the assigned rate of pay within ten work days from the date of such submission or within such additional time as may be mutually agreed upon, the Employer may place the new job classifications and rate in effect subject to continued negotiation for rate of pay. Any change in the established rate of a new job classification resulting from negotiations shall be retroactive to the date the rate was placed in effect by the Employer.

## ARTICLE 18 — HEALTH INSURANCE

18.1 Except as noted, effective no later than January 1, 2007, the health plan will include the components listed below with premiums 100 percent Employer-paid.

- PEBB medical plan.
- Machinists Health and Welfare Trust Fund plan(s) to include:
  - Vision Plan 1
  - Effective on the first of the month following ratification of the agreement by the bargaining unit and approval by Community Transit's Board of Directors, IAM Weekly Disability benefit shall increase from \$500.00 to \$600.00 maximum weekly benefit.
- Life and AD&D Insurance (1 X annualized pay benefit)
- Northwest IAM Benefit Trust Fund dental coverage Plan 125, and
- Long-Term Disability Insurance at 60 percent of monthly pay beginning after a six-month elimination period (Community Transit's group plan).

18.2 Employees receiving weekly disability payments from the Machinists Health and Welfare Trust plan may draw from their sick-leave balances only those hours required to provide total compensation equal to pay for a 40-hour workweek for each week for which disability benefits will be paid. Partial weeks of disability pay will be subject to the same limitation.

18.3 An employee with proof of group coverage from another source may waive medical coverage and receive a payment equal to 50 percent of the average premium cost waived for the tier of coverage in which they qualify for enrollment. If an employee waives coverage they were previously enrolled in then for the remainder of the year their payment will be equal to 50 percent for the cost of that coverage. Such waiver shall include the employee and all dependents. Waiver payments will be added to the employee's pay and paid out, less applicable taxes.

## ARTICLE 19 — UNIFORMS, TOOL ALLOWANCES AND INSURANCE

19.1 Uniforms. The Employer provides and maintains uniforms or protective clothing at company expense for the use of all classifications covered under this agreement. The Company will determine the specific uniform or protective clothing items it will provide, based on the work. The Employer will provide footwear for Vehicle Service Attendants and Lead VSAs.

### 19.2 Tool Allowances.

19.2.1 Eligible Classifications. All classifications covered under this agreement are required to provide personal tools in the performance of their jobs except:

- Vehicle Service Attendant and Lead Vehicle Service Attendant, who are provided all required tools and equipment by the Employer at its cost, and
- The following classifications, which receive safety shoe allowances only:
  - a) Journeyman Parts Person
  - b) Lead Journeyman Parts Person, and
  - c) Apprentice Parts Person. (Tentative Agreement reached December 19, 2006)

19.2.2 Personal Tool Allowance. The Employer will provide an allowance of \$650.00 to all employees who have completed 1040 hours worked and are required to provide personal tools and clothing in the performance of their duties. The allowance will be paid by the first pay period in May and each year of the contract thereafter. Employees on temporary assignment are not eligible for tool allowance.

Tool Allowance	\$ 460.00
Rain Gear (New)	\$ 30.00
Safety Shoes	\$ 160.00

19.3 Tool Insurance. The Employer will provide insurance coverage for job related tools in the event of loss or damage due to fire, loss due to evidence of forcible entry or other catastrophic loss. All employees required to provide tools to perform their job shall provide a complete inventory of their tools. Inventories shall be updated on an as needed basis when inventory changes. Insurance carrier will not cover the employee's loss without a complete tool inventory.

## ARTICLE 20 — RETIREMENT

The employee and the Employer shall be participants of the Washington Public Employees Retirement System and subject to the rules and regulations of Washington State Law. Retirement information shall be provided by the Employer at the request of the employees.

## ARTICLE 21 — PAID TIME OFF (PTO)

21.1 Purpose. PTO is an all-purpose, time-off policy for regular full time employees to use for vacation, short illnesses or injuries lasting less than three days, and other personal reasons.

21.2 Accrual. Employees earn PTO from their date of hire and may use it as they earn it. It is paid out to employees at their pay rate, including all premiums. The amount of PTO earned is shown below:

<b>Beginning After</b>	<b>Accrual Rate<sup>1</sup> per Pay Period</b>	<b>Annual Accumulation</b>	<b>Accrual Cap at 150% of Annual</b>
Date of Hire	5.848 hrs	152	228
4th year of service	7.386 hrs	192	288
9th year of service	8.924 hrs	232	348
14th year of service	10.462 hrs	272	408
25 <sup>th</sup> anniversary	10.769 hrs	280	420
26 <sup>th</sup> anniversary	11.076 hrs	288	432
27 <sup>th</sup> anniversary	11.384	296	444
28 <sup>th</sup> anniversary	11.692 hrs	304	456
29 <sup>th</sup> anniversary	12.0	312	468

Employees may accumulate up to 150 percent of their annual PTO earnings at any time, but accrual stops once the cap has been reached. Accrual resumes when the employee's PTO balance falls below the cap.

21.3 Cash Out. In June and December of each year, employees have the opportunity to cash out part of their PTO balance. Employees may cash out up to 25 percent of their current PTO balance but may not cash out more than 40 hours of paid time off in a calendar year.

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<sup>1</sup> Employees who bid a 4/10 schedule shall have 0.23 hours additional PTO time added to their account each pay period (6 additional hours per year) than those who bid 5/8 schedules..

21.4 Taking Paid Time Off. Except in the case of an emergency for which advance notice and approval is not possible, PTO must be requested and approved in advance in accordance with the notice and approval rules of the Division.

21.5 Paid Time Off Increments. PTO may not be used in less than quarter-hour increments unless it is being used for an FMLA-approved intermittent leave.

21.6 Scheduling Vacations. A request for leave form must be filled out by the employee and turned in to the division supervisor or designee. Requests for leave shall be honored on a first request first approved basis provided that if two requests are submitted on the same day for the same time off, the more senior employee's request will be addressed first. In addition:

- a) The Employer shall have the right to establish a vacation schedule determining the number of employees allowed vacation on given dates. The Employer shall, by April 1 of each year, notify the employees of designated vacation dates available by posting a vacation sign-up chart within the shop.
- b) During the month of April of each year, employees shall request desired vacations on Personnel Action Forms as provided by the Employer. The employee shall also request alternate vacation dates by priority in case the desired dates are not available.
- c) In cases of conflict during the April sign-up period, weekly vacation requests shall have priority consideration over daily requests regardless of seniority.
- d) If the Employer allows additional vacation scheduling throughout the year, the prioritized Personnel Action Form and seniority will determine awarding of additional vacations.
- e) After May 1 of each year, requests for employee scheduled vacations, as designated on the sign-up chart, shall be by first come-first serve basis.
- f) Seniority shall prevail if there is a conflict among employees' requests for available dates except for Section c and Section e of this Article.

21.7 The Employer and the employees shall cooperate to the fullest extent possible to allow all employees the opportunity to schedule their vacations.

21.8 Effect of Termination. Upon termination of an employee's employment for any reason, such employee shall receive pay for all PTO earned and unused up to and including the effective date of his or her termination.

## ARTICLE 22 — HOLIDAYS

22.1 All eligible employees shall be granted nine (9) paid holidays per year as follows:

1. New Year's Day - January 1
2. Martin Luther King Day — 3<sup>rd</sup> Monday in January
3. Memorial Day - last Monday in May
4. Independence Day - July 4
5. Labor Day - first Monday in September
6. Thanksgiving Day - fourth Thursday in November
7. Day after Thanksgiving
8. Christmas Day - December 25
9. New Year's Eve

22.3 Eligible Employees and Holiday Pay. An employee who is on the payroll on the holiday shall receive eight hours or ten hours straight-time pay for the holiday. Whenever a paid holiday occurs during an employee's approved vacation period, the employee shall be eligible for holiday pay for such day. An employee who is in paid status in conjunction with any other provision of this agreement shall be eligible for holiday pay.

22.5 Worked Holidays. An employee working any of the above holidays shall receive eight hours' or ten hours' pay at one and one-half (1-1/2) times his or her straight-time hourly rate for each hour worked on such holiday. An employee who works a holiday has the option to receive holiday pay at straight time or add an equal number of hours into his or her PTO account to use at a later time. Employees who opt to bank the time must notify the Employer in writing by the date of the holiday worked.

22.6 Employees on Non-Regular Work Schedule. Employees assigned to a non-regular work schedule receiving two consecutive days off during the week shall treat the two days off as "Saturday and Sunday" in that order. Should any of the calendar holidays designated above occur on such a "Sunday," the following day shall be considered the holiday. Should any of the holidays observed occur on such a "Saturday," the preceding day shall be considered as a holiday for such employees. For the purpose of 4-10 hour workweek, the first day off shall be considered said "Saturday" and the last day off shall be considered said "Sunday". Holidays that fall in the middle of an employee's three regular days off will be observed on the next scheduled workday after the holiday. The provisions herein are not in addition to the holiday benefits granted in the Employers Personnel Policy.

## ARTICLE 23 — MAJOR SICK LEAVE (MSL)

23.1 Accrual of Sick Leave (referred to as "major sick leave" or MSL). Employees covered by this Agreement shall accumulate sick leave at a rate of 1.848 hours per pay period. Sick leave shall accrue from year to year.

23.2 Rate of Pay. Major sick leave shall be paid at the employee's hourly rate of pay including all applicable premium pay. An employee shall not be entitled to more major sick leave hours per day than the regularly scheduled hours of work. In all cases, accrued major sick leave will be paid only from the third work day of actual disability.

23.3 Definition of Disability. A disability, as applied in this section, shall mean disabilities caused by illness, injury, accident, pregnancy, miscarriage, abortion or childbirth and recovery therefrom which prevents an employee from fulfilling their obligation under the employee's contract.

23.4 Sick Leave Eligibility. Each employee shall be eligible to use major sick leave from the third work day of the absence. To preserve eligibility, in the event the employee is wholly or partially incapacitated by actual disability on days taken as sick leave, the employee must notify the manager or designee within two hours before the start of his or her shift so as to allow for scheduling for replacement of personnel. Prior to using leave without pay the employee must exhaust all their MSL and PTO.

23.4.1 In the event of an employee's catastrophic illness or life-threatening condition which requires a medically verified, planned and schedule regiment of treatment and recovery, the employer will treat the series of absences as one absence for the purpose of determining access to MSL. The employee will only be required to meet the two days of PTO requirement once even though the employee may be returning to work multiple times.

23.5 Approval of Sick Leave Usage. Sick leave shall be granted and approved by the department head or designee. Specific procedures for the administration of sick leave may be established by the department.

23.6 Medical and Dental Appointments. Employees shall be eligible to use PTO for medical or dental appointments when they are unable to schedule the appointment during off-duty hours.

23.7 Sick Leave Cap. All regular employees in the bargaining unit shall accumulate sick leave at the rate of 1.848 hours per pay period to a cap of 480 hours. For each 40 hours accumulated above the cap, 40 hours shall be converted to eight (8) hours of additional PTO time.

23.8 Effect of Termination. Upon termination of an employee's employment for any reason, such employee shall receive pay for 25% of all sick leave hours and unused up to and including the effective date of termination.

## ARTICLE 24 — LEAVE OF ABSENCE

24.1 Medical Leave. An employee unable to work because of a disability shall be granted a medical leave of absence based upon a recommendation of the attending physician. The leave becomes effective the first day of absence from work. In cases of planned medical leave, the employee shall notify the supervisor as far in advance as possible. Following a medical leave of absence, the Employer may require certification from the attending physician that the employee

is capable of performing his or her normally assigned tasks. During the period of leave, the employee may use paid sick leave or vacation to the extent it has been earned.

24.2 Maternity Leave. Upon an employee's request, a maternity leave of absence for a period up to 90 days may be granted. The employee shall notify the Employer of the need for a maternity leave and dates thereof as soon as reasonably possible.

24.3 Parental Leave - State Law. After completion of one year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six months for the birth of a natural child, adopted child or to care for a terminally ill child without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least 30 days' advance written notice of parental leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the 13th week. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first opening consistent with the job description held by the employee prior to the leave of absence. Parental leave shall be consistent with and subject to the conditions and limitations set forth by state law.

24.4 Family Leave - Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one year of continuous employment, an employee who has worked at least 1250 hours during the previous 12 months shall be granted up to 12 weeks of unpaid leave: (a) to care for the employee's child after birth, or placement for adoption or foster care, or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The employee shall be required to take any earned leave prior to unpaid absence during this 12-week period. Family leave provided for under this subsection shall be interpreted consistently with the conditions and provisions of federal law.

24.5 Union Leave. Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for up to four (4) years without loss of seniority rights and with the privilege of returning to their former classification in the first available vacancy.

Employees may also be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, contract negotiations and any other bona fide Union business. Requests for time off must be in writing, signed by the District President, seven calendar days in advance of the time off and addressed to the Manager of Human Resources & Labor Relations or designee and Department head except in emergency situations in which event such advance notice shall be given no less than 48 hours in advance.

24.6 Jury Duty Leave. Leaves of absence are allowed for jury duty. Such leave shall be with pay for jury duty performed on the employee's regular scheduled work days. Only those days served, as verified by the court, shall be considered for compensation. No employee shall be denied jury duty pay due to shift assignment. The employee, upon receipt of jury duty summons, shall inform his or her immediate manager or designee concerning jury duty dates.

24.7 Bereavement Leave. The Employer will provide three days bereavement leave with full pay following a death in the employee's immediate family. Immediate family shall include spouse, children, parents, grandparents, grandchildren, brothers and sisters of the employee or the employee's spouse.

One day of leave with full pay shall be provided an employee upon death of other relatives provided the employee attends the funeral or memorial service of such relative.

Upon request from the employee the Employer may authorize additional time off. The employee may draw from accrued leave or take the additional time off without pay.

24.8 Military Reserve Leave. Every full-time employee of the Employer who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps reserve of the United States, or of any organized reserve of the United States, shall be entitled to and shall be granted military leave of absence from such employment. Such leave shall be granted in order that the person may take part in active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay.

During the period of military leave, the employee shall receive from the Employer his or her normal pay for a period not exceeding 15 workdays during each calendar year.

24.9 Other Leaves. The Employer may, at its discretion, also grant leaves of absence without pay for other reasons the Employer considers valid such as: (1) serious illness in the family; (2) death in family; (3) education leave; and (4) personal problems. Requests for leaves must be made in writing to the department head.

24.10 Return from Leave of Absence. At termination of any leave of absence, the employee shall, upon application to the department head, be returned to the former classification or previously held classification to which the employee's seniority entitles him or her. In the event the former classification has been abolished, then the employee will be assigned to an equivalent classification, if available and seniority permitting. In each case, the employee will receive the then-prevailing rate of pay for the assigned classification. If the employee's seniority is insufficient to be returned, he or she shall be considered laid off per the provisions of Article 26.

24.11 Employee Benefits While on Leave. Employees on approved medical leave are retained as regular employees during that period of absence. Employees on medical leave, including industrial injury or illness, shall continue to earn paid vacation, accrue sick leave and earn Employer-paid benefits (medical, dental, etc.) for a six-month period. This period of additional benefit accrual shall commence on the first day of the month following the start of approved medical leave and continue for six full calendar months.

24.12 Return from Medical Leave. An employee on Medical Leave less than 31 calendar days but more than 14 calendar days shall return to work by notifying the manager or designee of his or her intention one full work day prior to returning to work. An employee on Medical Leave for more than 30 calendar days shall return to work within seven calendar days of notifying the Employer's Human Resources Office of his or her intention to return to work.

Upon return to work, the employee may be required by the Employer to provide a written statement from the attending physician, certifying the fitness of the employee.

24.13 Prolonged Disability. When an employee is off due to extended illness or injury other than job-related, the employee shall first utilize accrued sick leave, vacation or floating holiday. During this time, the employee shall continue to earn paid leaves and receive benefits under this Agreement. Thereafter, and for a period not to exceed 12 months from the first day off due to such illness or injury, the employee shall be placed on a "Leave Without Pay" status. After 12 months from the first day off, an employee's rights, benefits and employment shall cease.

When an employee is off due to job-related injury or illness and is receiving Workers' Compensation, the employee shall continue to accrue vacation leave and sick leave, and earn medical/dental benefits. No other paid leaves or benefits shall be earned during such absence. In the event an employee who is on industrial leave returns to work, he or she must return and be able to perform the last position held prior to the injury. After 24 months from the first day off, the employee's rights, benefits and employment shall cease.

## ARTICLE 25 — RELIABILITY AWARD

Employees shall receive one bonus day for each quarter of perfect reliability. "Perfect reliability" for this purpose means there were no unscheduled absences. The employee may add the time to their PTO account and schedule the time off through the Lead Book or request the cash value for the day instead.

## ARTICLE 26 — SENIORITY

25.1 Definition of Seniority. Seniority shall be defined as the length of continuous time of service with the Employer as a regular employee within classifications covered by this Agreement plus the provisions of Sections 25.2 and 25.3 listed below. Employment as a temporary worker, whether paid by the Employer or by a third party, shall be excluded under this definition.

25.2 Establishment of Seniority Rights. One hundred eighty calendar days after employees start to work they shall acquire seniority rights retroactive to their starting date. Employees that are laid off during their probationary periods and subsequently rehired, receive credit toward completion of their probationary periods for time worked during the 12 months immediately preceding their rehire date. If such service is not continuous, the employee's seniority date shall be established as of a date 180 calendar days prior to the completion of the probationary period.

25.2.1 For the purpose of this agreement, temporary work is defined as work which falls into one of two categories: a) short-term additional work that will require substantial additional resources but will not continue indefinitely or b) fill-in work needed to maintain the service while the Employer conducts a competitive selection process.

- 25.2.2 The Employer will estimate its temporary staff needs and shall notify the Union of the number of additional personnel, specialized skills, and expected duration for the additional work period.
- 25.2.3 Management may, at its discretion, procure a worker without competition to fill in for a temporary period.
- 25.2.4 No temporary worker, hired without competition, may move to a regular position unless selected through a competitive process.
- 25.2.5 The Employer may continue a temporary worker's assignment up to six months but may not extend the assignment without mutual agreement with the Union.

25.3 Additional Accumulation. Seniority shall include, in addition to length of continuous time of service defined in Section 25.1 above:

- a) The time lost by reason of industrial injury, industrial illness, or jury duty; plus
- b) The time spent on authorized medical leaves of absence, pregnancy leaves, and maternal leave; plus
- c) The time spent on leave of absence granted for the purpose of serving in the Armed Services of the United States; plus
- d) The time spent on authorized Union business or on leave of absence for Union business; plus
- e) The first 30 days of any other authorized leave of absence; plus
- f) The time on layoff from the bargaining unit not to exceed in each instance a period of 18 months.

25.4 Loss of Seniority. An individual shall lose seniority rights for the following reasons:

- a) Voluntary resignation.
- b) Discharge for just cause.
- c) Retirement.
- d) Layoff for a period in excess of 18 months.
- e) Declining recall from layoff subject to the terms of Article 26.
- f) Prolonged disability, other than those covered by Industrial Insurance claims, for longer than one year.
- g) Anyone leaving the bargaining unit in good standing who remains employed by the Employer without a break in service may retreat to a vacant position in the bargaining unit provided they give written notice of their desire to return. In the event the position left was a lead, the employee may return to the underlying classification. Upon retreat to the bargaining unit, seniority previously accumulated will be restored to that member, but service to the company outside the bargaining unit shall not be counted as seniority within the bargaining unit.

## ARTICLE 27 — LAYOFF, RECLASSIFICATION, DOWNGRADES AND RECALL

26.1 Definitions. The meanings of certain terms used in this Article 26 and elsewhere in this Agreement are stated below:

- a) Reduction in Force (RIF) refers to reduction of the number of employees within a classification as listed in Appendix A of this Agreement.
- b) Reclassification refers to placement into a classification of equal pay when a RIF occurs.
- c) Downgrade refers to placement into a classification of lower pay when a RIF occurs or demoted due to work performance discipline.
- d) Recall refers to the process of reinstatement of employees to former jobs held which were lost by reason of a RIF.
- e) Layoff refers to the severance of employment of an employee due to a RIF.

26.2 Notification of Layoff. The Employer shall inform the Union Steward and the employees affected of date of layoff 30 days or more in advance of such scheduled layoff.

26.3 Reduction in Force Procedures. In applying this provision, reverse order of seniority, according to the Seniority list, shall determine which employee is affected by the RIF.

26.4 Reclassification and Downgrade Rights. An employee affected by a RIF or demoted due to work performance shall be granted rights of reclassification or downgrade to any previously held classifications if their seniority is greater than the seniority of another employee in such classification. The Employer shall offer the classification with highest rate of pay first to an employee with these rights; then if refused, shall offer the next lower paid classification held and so forth until all classifications previously held are exhausted. An employee may choose layoff rather than exercise these rights.

26.5 Recall Rights. If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on the reverse order of the RIF, subject only to the terms listed hereafter in this Agreement:

- a) An employee who is placed on layoff status shall file an Application for Recall with the Human Resources Department within thirty days of layoff and once in each calendar quarter thereafter. Applications for each previously held classification shall be made in person or by certified mail. Employees who fail to comply shall forfeit such recall rights to classification held.
- b) Employees shall retain recall rights for a period of 18 months from date of the reduction in work force.
- c) Notice of Recall shall be sent to a laid off employee's last known address by certified mail. It shall be the responsibility of the employee to keep the Employer informed of his or her current address. Employees who are downgraded or transferred from the bargaining unit shall file an Application for Recall with the Human Resources Office

within 30 days of the reduction in work force. No further applications shall be required.

- d) An employee on layoff or downgrade who rejects a recall offer to a classification previously held shall lose recall rights to such classification only.
- e) Employees with recall rights shall be notified in writing of recall seven days in advance of such recall. He or she shall be allowed 24 hours to accept or decline. Any employee failing to do so will be considered to have resigned and will be removed from the recall list.

## ARTICLE 28 — PROBATION

27.1 New Employees. Except for temporary workers, all new employees shall serve a probationary period of 180 calendar days commencing on their date of employment with the Employer. This probationary period may be extended for an additional 60 calendar days upon mutual written agreement by the parties. During the probationary period, management shall solicit input from the employee's coworkers regarding the new person's skills and performance and consider this in management's evaluation of the employee's actual suitability for the work. Upon completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall gain regular employee status. The employee's manager shall notify the employee in writing of the successful completion of the probationary period. A copy of this notification will be retained in the employee's personnel files.

The retention of such employees shall be strictly within the discretion of the Employer. Such employees shall not have recourse through the grievance procedure with regard to disciplinary actions, including discharge. On other contractual matters, such employee shall be entitled to the same rights as other employees subject to the terms of this Agreement. Rejected probationers shall be notified of such action in writing by the Department head or designee at any time during the probationary period.

27.2 Promoted Employees. An employee who is promoted shall be required to complete a 90-calendar day probationary period during which retention will be at the Employer's discretion. However, if such employee fails to successfully complete the probationary period, he or she shall return to his or her previously held classification from which he or she was promoted. Notice of completion or rejection shall be retained within the employee's personnel file.

## ARTICLE 29 — PROMOTIONS AND TRANSFERS

Promotion and transfer within the bargaining unit shall be made pursuant to the following procedures:

- a) The Employer shall post all vacancies, job openings, and new classifications on Union and Employer bulletin boards as soon as a vacancy occurs or new jobs created and shall remain posted for ten days. The notice shall state the number of jobs to be

filled, the work schedule, the shift, the rate of pay for each job to be filled and a description of the work required and minimum qualifications.

- b) The notice shall be posted and Applications received from employees prior to initiating public recruiting efforts, unless the vacant position is at the lowest classification level or, on the approval of the department head, it is in the best interests of the Employer to concurrently recruit internally and externally, where, for example, there is a need to fill the position without delay, or the position requires specialized qualifications not known to be possessed by current employees.
- c) The Manager of Human Resources shall be responsible for the initial screening of all employee applications for vacant positions for the purpose of determining which applicants possess the minimum qualifications. The Manager of Human Resources shall refer the most qualified candidate(s) to the department head for interviews and/or testing. If the department head is not satisfied with the candidate(s), additional recruiting may be requested.
- d) An employee who is not selected for the test and/or interview may request a meeting with the Manager of Human Resources to learn the reasons why he or she was not selected.
- e) If any employee/applicant demonstrates that he/she has the qualifications necessary to perform the position at a level of necessary competence, then the employee/applicant with the highest such qualifications shall be appointed to the vacant position. If no employee/applicant demonstrates the qualifications to so perform, then the Manager of Human Resources shall proceed with external recruiting.
- f) If the internal and external recruiting procedures are conducted concurrently, the testing and/or interviews shall be conducted concurrently and the most qualified applicant shall be appointed. Where qualification factors are considered relatively equal between an employee and a non-employee, the employee shall be given preference for the appointment.

### ARTICLE 30 — APPRENTICESHIP

The Employer and the Union agree to negotiate and sponsor a Joint Apprenticeship Program, which recognizes and includes the Standards of the Washington State Apprenticeship and Training Council. The Employer and the Union shall establish a Joint Apprenticeship Committee consisting of three appointed members of the Employer and three appointed members of the Union. The purpose of the committee is to mutually investigate, negotiate, and establish the terms of an Apprenticeship Agreement in a timely manner.

Seniority in the Apprenticeship Program shall be granted from time of completion of the program back to the original start date of the apprenticeship as time served in the classification of journeyman.

Time served in continuous service in all classifications shall be recognized as total seniority as it may pertain to vacations and other contract language.

In no event should an employee selected for the Apprentice Program be paid less than the wage rate of their classification from which they were selected. The Employer is under no obligation to place an apprentice after completion of the program into the position of Journeyman if no positions are vacant.

The Employer shall use its best efforts to ensure that employees in the apprenticeship program will be placed as a Journeyman Mechanic upon completion of the apprenticeship program.

In establishment of an Apprenticeship Program, no rules will be adopted which conflict with the terms of this Collective Bargaining Agreement.

### ARTICLE 31 — SUBCONTRACTING

Except as provided in this section, the Employer shall not contract out work performed as of the date of this contract by members of this bargaining unit, if the contracting of such work eliminates or reduces the hours of work for members of the bargaining unit. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen or the Employer is not reasonably able to provide the necessary tools, personnel, or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement

### ARTICLE 32 — SHIFT BIDDING

The Employer agrees to once-a-year shift bidding between January and March, normally to coincide with a service change for that year. If there is no service change, the bid will occur March 1. The Employer has the right to establish the number of positions by classification per shift. For purposes of shift bidding, seniority will be determined on the basis of length of employment within classification.

For the purpose of shift bidding regarding the classification of Automotive Mechanic (Journey Mechanic), there will be a position or positions that require experience, training and education in the automotive field. This position or positions will be established as a four (4) year bid. The remaining Automotive Mechanic (Journey Mechanic) position(s) do not require automotive experience and will be a two (2) year bid.

- a. There will be a 60-day evaluation period for the four year Automotive Mechanic (Journey Mechanic) in order to allow Management the opportunity to determine acceptable capability in the position.
- b. Mechanics in the four year bid found to be unsuitable in their ability to perform automotive work during the probationary period will not be authorized to remain in the position. The position will be re-bid.
- c. There will be a 180-day evaluation period each time an employee initially bids into a Journey Mechanic two year bid position. If the employee is found unsuitable for the two year position they will not be authorized to remain in the position and the position will be re-bid.

For the purpose of shift bidding into the Component Rebuild section, there will be a position or positions that require experience, training and education in component rebuild. All non-lead Component Rebuild positions will be a two (2) year bid. Positions within the Component Rebuild section will be staggered to allow a minimum of one open position at every annual shift bid.

- a. There will be a 60-day evaluation period for the individuals bidding into the Component Rebuild qualified positions in order to allow Management the opportunity to determine acceptable capability in the position.
- b. Mechanics in the qualified positions found to be unsuitable in their ability to perform Component Rebuild work during the probationary period will not be authorized to remain in the position. The position will be re-bid.

For the purpose of shift bidding, the body shop personnel, Vehicle Service Workers and the vehicle service attendants will not be included in the seniority grouping of the mechanics classification and their shift bidding will be based upon their own respective classification. Refer to classifications as identified in Appendix A.

For the purpose of shift bidding, there will be no loss of shift bid seniority within the following classifications

- Lead Journeyman Mechanic
- Journeyman Mechanic
- Automotive Mechanic (Journey Mechanic)
- Lead Automotive Mechanic
- Component Rebuild (Lead)
- Technical Lead (Journey Mechanic)

Management will establish the number of positions per shift by classification listed in Appendix A.

Newly created positions or openings will be bid at the time of opening or as soon as possible.

New employees must have completed their probation before eligible for shift bid, the exceptions to shift bid will be "normal" training or special scheduling.

The Employer has the right to control the work force in its entirety; however, any alteration from the shift bid will be submitted for review by the Union.

### ARTICLE 33 — SKILL IMPROVEMENT

32.1 Purpose. The purpose of the skill improvement plan is to provide financial assistance to employees who take vocational training courses outside regular working hours on a voluntary basis for vocational self-improvement.

32.2 Reimbursement. Tuition and book reimbursement may be granted to employees who have completed their probationary period and submit a comprehensive application to their immediate manager or designee prior to the starting date of such courses. The department head or designee shall review and, at his or her discretion, approve or disapprove each application within cost limitations set by company policy. Reimbursement for tuition and books shall be granted only after the employee completes the approved courses satisfactorily, as shown by a written report from the school concerned and presents appropriate receipts indicating tuition and book fees have been paid.

32.3 Eligible Courses. To be eligible, employees may enroll only in such courses which meet the following requirements: Vocational courses which are job-related, that is, those which tend to improve the employee's performance on his or her current job; or vocational courses which will prepare the employee for future promotions within the bargaining unit. Vocational courses shall be those courses offered by accredited vocational schools, community colleges, or correspondence schools.

### ARTICLE 34 — GENDER

The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, however, in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

### ARTICLE 35 — SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event, either party may request re-negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 36 — COMPLETE AGREEMENT

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise. The terms of agreement expressed herein constitute the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 37 — DURATION OF AGREEMENT

37.1 This Agreement, when adopted by the Board of Directors of the Snohomish County Public Transportation Benefit Area Corporation, shall become effective as of January 1, 2007, and shall remain in effect until and including December 31, 2011.

37.2 Letters of Understanding. In recognition of the possibility that changes in this Agreement may be necessary for the mutual benefit of the parties during the life of this Agreement, the parties by mutual consent may initiate discussion of modifications. Should agreement be reached with appropriate mutual ratification, the modifications shall be attached as a supplemental letter of understanding to the contract and shall remain in effect until December 31, 2011.

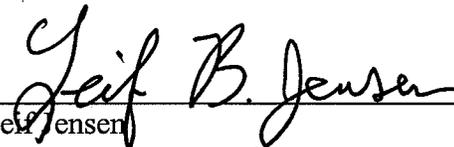
Signed at Everett, Washington this 4th day of October, 2007.

For  
SNOHOMISH COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA  
CORPORATION:

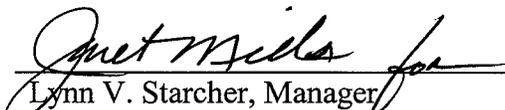
For  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS DISTRICT LODGE No. 160:



Joyce Olson Eleanor  
Chief Executive Officer



Leif Jensen  
Business Representative



Lynn V. Starcher, Manager  
Human Resources & Labor Relations

## APPENDIX A

### CLASSIFICATIONS AND WAGE SCHEDULE

A. 1 Classifications. The classifications of employees are as follows:

Lead Journeyman Mechanic

Journeyman Mechanic

Journeyman Mechanic (as of January 1, 1987, the mechanics, excluding apprentice mechanic, will be required to complete their job assignments within the time frame of recognized industry shop performance standards adopted by Community Transit.)

Lead Journeyman Body Person

Journeyman Body Person

Lead Component Rebuild (Journeyman Mechanic)

Lead Automotive Mechanic (Journeyman Mechanic)

Automotive Mechanic (Journeyman Mechanic)

Lead Vehicle Service Attendant

Vehicle Service Worker

Vehicle Service Attendant

Journeyman Parts Person

Lead Journeyman Parts Person

Apprentice Mechanic

Apprentice Parts Person

Apprentice Body Person

Maintenance Trainer

Radio Technician

Technical Lead (Journeyman Mechanic)

A.2 Assignments. Journey Mechanics with appropriate qualifications may bid an assignment to work in Component Rebuild. Such assignments are paid at the Journey Mechanic rate plus applicable shift differential.

A.3 Wage Schedule.

All employees newly hired into the bargaining unit will initially be paid at the start rate for their job. The wage progression for each classification shall include three steps:

1. A start rate, calculated at 90 percent of top rate,
2. Step Two (95 percent of top rate) will take effect upon completion of probation, and
3. Step Three (100 percent of top rate) will take effect 12 months after starting work in the job.

Leads shall receive additional pay calculated at 10 percent of their rate (base rate plus differential, if applicable) for all hours worked and paid. Lead vehicle service attendant will receive 10% more than the highest paid VSA they lead.

Shift differential shall be paid as follows:

- Swing Shift            2.0% of base hourly rate, and
- Graveyard Shift      4.0% of base hourly rate.

**457 Plan Contribution:** The Employer will contribute an amount equal to 1.5% of wages to each employee's 457 plan for the term of the contract.

**Increases:**

	<u>2007</u>	<u>2008</u>	<u>2009</u>
To Wages	3.3 %	3.0%	3.0%

**Contract Reopener.**

The parties agree to reopen negotiations in Fall 2009 solely to negotiate general wage increases for 2010 and 2011.

**Grandfather Provisions**

Vehicle Service Attendants hired prior to January 1, 2004, who later get promoted to Vehicle Service Worker will move from the grandfather VSA rate to the lowest rate on the VSW range that provides a 5% increase in pay.

**Status of Apprentice Mechanics.** Placement (length of training) within the Apprenticeship Program shall be determined by the Joint Apprenticeship Committee. Rates of pay for the Apprentices shall be set by the Joint Apprenticeship Committee.

The Employer agrees to distribute paychecks to swing shift personnel preceding each regularly scheduled payday.

In the event of an unanticipated delay in processing of payroll, it is understood and agreed that checks will be distributed as soon as available during normal business hours.

**IAM VEHICLE SERVICE EMPLOYEES  
Base Wage Rates<sup>2</sup> 2007 through 2009<sup>3</sup>**

<b>Classification</b>	<b>Year</b>	<b>Start Rate</b>	<b>Complete Probation</b>	<b>After 12 Months</b>
Journey Mechanic	2007	\$25.91	\$27.35	\$28.79
	2008	\$26.69	\$28.17	\$29.65
	2009	\$27.49	\$29.02	\$30.54
Journey Parts Person	2007	\$22.02	\$23.24	\$24.46
	2008	\$22.68	\$23.94	\$25.20
	2009	\$23.36	\$24.65	\$25.95
Maintenance Instructor	2007	\$28.50	\$30.08	\$31.66
	2008	\$29.35	\$30.98	\$32.61
	2009	\$30.23	\$31.91	\$33.59
Radio Technician	2007	\$28.04	\$29.60	\$31.16
	2008	\$28.88	\$30.49	\$32.09
	2009	\$29.75	\$31.40	\$33.05
Vehicle Service Worker	2007	\$20.73	\$21.88	\$23.04
	2008	\$21.35	\$22.54	\$23.73
	2009	\$21.99	\$23.22	\$24.44
<b>Hired into the Bargaining Unit After January 1, 2004</b>				
Vehicle Service Attendant	2007	\$16.88	\$17.81	\$18.75
	2008	\$17.38	\$18.35	\$19.31
	2009	\$17.90	\$18.90	\$19.89
<b>Hired into the Bargaining Unit Before January 1, 2004</b>				<b>Grandfather Rate</b>
Vehicle Service Attendant	2007			\$21.58
	2008			\$22.23
	2009			\$22.89

<sup>2</sup> "Base Wage Rate" is the employee's rate before shift differential or lead pay. Shift Differential is 2% of base hourly rate for swing shift and 4% of base hourly rate for graveyard shift. Leads receive pay calculated at 10% of their rate, including shift differential, for all hours paid. A Lead VSA shall receive 10% more than the highest paid VSA they lead.

<sup>3</sup> Wages in 2010 and 2011 subject to negotiation under contract re-opener (see previous page).

**MEMORANDUM OF UNDERSTANDING**  
Between  
**Community Transit**  
And  
**International Association of Machinists, District Lodge 160**  
**Vehicle Maintenance Unit**

With respect to

**DRUG TESTING BEFORE PERFORMING SAFETY SENSITIVE WORK**

Community Transit and the International Association of Machinists, District Lodge 160 agree when an Employee in the bargaining unit has not performed safety-sensitive functions for 30 consecutive calendar days, regardless of the reason, they shall undergo pre-employment drug testing prior to resuming their safety-sensitive work but will be allowed to return to work prior to the test results being known.

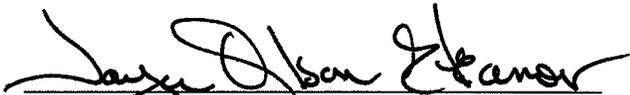
Employees who have not performed safety-sensitive functions for 90 consecutive calendar days, regardless of the reason, shall undergo pre-employment drug testing and the results must be known before they will be allowed to resume safety-sensitive work. In all cases the results must be negative.

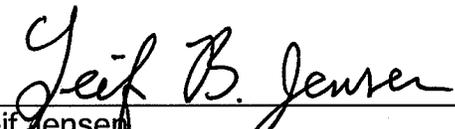
It is the intent of Community Transit to adopt this change into the existing Drug and Alcohol Abuse policy and when done this agreement will become void.

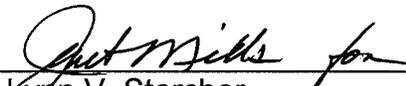
Agreed this 4th day of October 2007.

For SNOHOMISH COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA  
CORPORATION ("CT")

For International Association of  
Machinists, Lodge 160

  
\_\_\_\_\_  
Joyce Olson Eleaor  
Chief Executive Officer

  
\_\_\_\_\_  
Leif Jensen  
Business Representative

  
\_\_\_\_\_  
Lynn V. Starcher  
Manager of Human Resources and  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
Between  
**Community Transit**  
And  
**International Association of Machinists**  
**District Lodge 160**

**REPRESENTING VEHICLE MAINTENANCE EMPLOYEES**

With respect to

**TRANSITION TO**  
**PAID TIME OFF AND MAJOR SICK LEAVE**

The parties have agreed to adopt Paid Time Off (PTO) and Major Sick Leave (MSL) in lieu of the traditional vacation, floating holiday and sick leave benefits of prior contracts. The purpose of this agreement is to set forth how employees' initial PTO and MSL accounts will be established and how residual sick leave hours will be treated.

Effective with the first pay period following ratification of the labor agreement by the bargaining unit and approval by Community Transit's Board of Directors, the following steps will be taken to redistribute vacation, floating holiday and sick leave balances on the books as of the last day of the previous pay period into PTO and MSL.

**A. Creating the Initial PTO Account Balance**

1. The employee's unused vacation balance will be moved into the PTO account;
2. Human Resources will calculate how much vacation has accrued since the employee's last anniversary date and add those hours to the employee's PTO account;
3. Any unused floating holiday hours will be added to the employee's PTO account; and
4. At the time of conversion, each employee may, at his or her option, add some of their current sick leave balance to their PTO account, as follows:
  - a. If the employee's sick leave balance is less than 250 hours the employee may opt to move up to 80 hours of sick leave to their PTO account,
  - b. If the employee's sick leave balance is 250 hours or more, the employee may opt to move up to 160 hours of sick leave to their PTO account.
5. The cap on accrual of PTO will not take effect for three years from the date of transition to provide employees with time to acclimate to the new benefit. Once the cap takes effect, an employee who has accumulated more PTO than allowed for their length of service shall lose the excess leave.

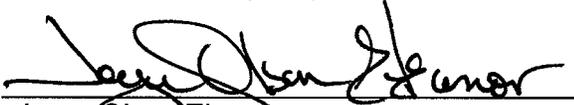
**B. Creating the Major Sick Leave Account Balance**

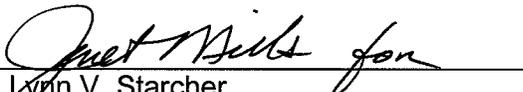
1. Sick leave that remains after creation of the initial PTO account balance will first be distributed into the employee's MSL account, to a maximum of 480 hours, then

2. Any remaining accrued sick leave will be retained by the employee in a "sinking sick leave" account. No time will be added to that account, but the employee may draw from their sinking sick leave account any time they must take time off due to illness and avoid using their PTO account.
3. A balance remaining in the sinking sick leave account will be paid out to terminating or retiring employees at the rate specified by the labor agreement.
4. At the time of transition only, an employee who has a sinking sick leave account may opt to cash out some or all of their sinking sick leave at 25% of its value (e.g. an employee who cashes out 100 hours of sinking sick leave will receive 25 hours at straight time pay).

Agreed this 4th day of October 2007.

For SNOHOMISH COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA  
CORPORATION ("CT")

  
\_\_\_\_\_  
Joyce Olson Eleanor  
Chief Executive Officer

  
\_\_\_\_\_  
Lynn V. Starcher  
Manager of Human Resources & Labor  
Relations

For INTERNATIONAL ASSOCIATION OF  
MACHINISTS, DISTRICT LODGE 160  
("IAM")

  
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Leif Jensen  
Business Representative