

**THE
AGREEMENT**

Between

COMMUNITY TRANSIT

And

**AMALGAMATED TRANSIT UNION
LOCAL #1576**

January 1, 2005 through December 31, 2007

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ATU-CT 2005-2007 Agreement

This AGREEMENT made and entered into this day between SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, a municipal corporation and Public Employer (dba/Community Transit) existing under the laws of the State of Washington, hereinafter referred to as the "Employer" and AMALGAMATED TRANSIT UNION, LOCAL NO. 1576, hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

The purpose of this Agreement is to encourage a spirit of helpful cooperation between the Employer and Employees to their mutual advantage and that of the public.

DEFINITIONS

For the purpose of this Agreement, the following definitions shall control:

- 1) "Bargaining Unit" means all employees in the following classifications:
 - a) Coach Operators
 - b) Dispatchers
 - c) Instructors
 - d) Customer Information Specialists
 - e) Sales & Distribution Specialists
 - f) Facility Maintenance Workers
 - g) Facilities Maintenance Journey Workers
 - h) Facilities Maintenance Leads
 - i) Internal Security Officers
- 2) "Classification" means a distinct type or body of work as identified in item 1, above.
- 3) "Associate" designates specialized duties assigned to qualified employees in the Coach Operator classification, such as:
 - a) Associate Dispatcher
 - b) Associate Instructor
 - c) Associate Security Officer
- 4) "Position" means a budgetary staffing unit that is identified by classification and employment status (*For example*: three full time Coach Operator positions and one part time Coach Operator position).
- 5) "Employment Status" means full time or part time, as designated by the Employer.
- 6) "Public Employer" means the Snohomish County Public Transportation Benefit Area Corporation, dba Community Transit.
- 7) "Public employee" means all employees as set forth in paragraph 1 above.

- 8) "Bargaining Representative" means the Amalgamated Transit Union, Local No. 1576, as long as it is the lawfully designated organization representing the employees within the Bargaining Unit in the employment relations with the Employer.
- 9) "Seniority" when used in this Agreement means the order in which employees in the bargaining unit were last hired into a position within a classification.

ARTICLE 1 -- UNION SECURITY & DUES

Section 1.1 All employees covered by this Labor Agreement who are currently members of the Union shall remain members of the Union as a condition of employment; provided that, pursuant to RCW 41.56.122, this section recognizes the right of non-association of the public employees based on the bona fide religious tenets or teachings of a church or religious body of which such public employee is or becomes a member; such public employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fees. All present employees who are not members of the Union shall retain the right of non-membership.

All employees hired after the effective date of this agreement shall, within 45 calendar days of employment, select one of the following two options:

1. Become members of the Union and pay initiation fee and dues uniformly levied against all Union members;
2. Pay an amount of money to a non-religious charity equivalent to initiation fee and dues uniformly levied against all Union members. Such charity shall be selected by the employee and agreeable to the Employer and the Union to which such public employee would otherwise pay such initiation fee and dues.

Section 1.2 Except that trainee coach operators do not begin their initial probationary period until after they graduate from training, all new employees shall serve a probation period for the purpose of determining whether they can satisfactorily demonstrate the skills, abilities and work ethic necessary to perform their job. During this initial probationary period the Employer may terminate the employee without cause and the probationary employee may not grieve this action. All employees changing classifications will serve a new probationary period unless they had previously completed probation in that classification.

- Full time employees will complete their probation period after they have worked 180 days and 1040 hours.
- Part time employees will complete their probation period after they have worked 180 days and 520 hours.
- An employee changing status while in their probation period will receive pro-rata credit for days employed and hours worked in each status. For example, a full time employee who has completed 90 days and 520 hours, who changes to part time status will need to complete another 90 days and 260 hours worked to complete probation.

Section 1.3 In accordance with RCW 41.56.110, upon written authorization of any public employee within the bargaining unit and after certification or recognition of such bargaining representative, the Employer shall deduct from the pay of such public employee the monthly dues and initiation fee as certified by the Financial Secretary of the Union.

1.3.1 The Employer agrees to deduct once each month from the pay of any employee who submits to the Employer a signed and dated authorization card allowing voluntary payroll deduction of contributions for the Amalgamated Transit Union Committee of Political Education.

The Employer shall submit deductions of employees to the Financial Secretary of Local No. 1576 each month. The check shall be payable to ATU C.O.P.E.

The Union shall furnish the Employer a copy of a legal standard deduction card.

The Union holds the Employer harmless from all liability for the Committee of Political Education payroll deduction.

ARTICLE 2 -- LAYOFF AND RECALL

Section 2.1 **Layoff:** In the event of a layoff or a reduction in job classification, the least senior employee within the affected classification shall be laid off first. A layoff notice shall be provided, to the affected personnel, a minimum of 30 calendar days in advance with reason and effective date. If the employee has seniority in more than one ATU job classification they shall revert to the seniority of the lower classification. Upon recall, the most senior employee with the job classification being recalled shall have return rights subject to recall notification and acceptance procedures. A laid off employee shall hold seniority for 36 months from date of layoff.

Labor and Management shall convene within 10 calendar days following the date which the notice of layoff was issued for the purpose of facilitating an orderly and accurate bumping process for employees affected by the layoff.

Section 2.2 **Recall:** Acceptance procedures – Employees recalled to work shall be given 21 calendar days notice by certified mail to the last address appearing on the employer's records. The employee must respond to such notice within 7 calendar days after receipt thereof and must actually report to work not later than 21 calendar days after receipt of the certified notice unless otherwise mutually agreed upon.

In the event the employee has failed to keep the Employer informed of his/her current mailing address and/or fails to respond to the certified notice of recall, the employee shall lose all recall rights under this agreement.

ARTICLE 3 -- HOURS OF WORK

Section 3.1 The workday for all regularly scheduled and biddable runs shall be a minimum of eight hours of work, five days per week. It is understood and agreed that the Public Employer retains the right to establish and alter work schedules in accordance with the public transportation needs, demand and Employer policies, and the Employer's determination in such matters shall be conclusive. The Employer will give at least three business days notice to an Employee whose work schedule is permanently changed.

Section 3.2 Overtime at the rate of one and one-half the employee's base hourly rate will be paid for all time worked in excess of 8 hours, or 10 hours for those bidding 4-10's each day, or 40 hours per week shall be paid at the rate of one and one-half times the Employee's base hourly rate.

Section 3.3

3.3.1 Normal Assignment of Work and Overtime. Work of a unit will normally be assigned in accordance with departmental procedures. Normal assignments to cover short-term gaps in staffing will be filled by part time employees in the same classification before using overtime. When overtime is needed, the work will be assigned to those who have signed up to work overtime on a voluntary basis. After the voluntary list is exhausted, the Employer will assign overtime on a reverse seniority basis and the employee may not refuse the overtime.

3.3.2 Special Circumstances. When the Employer has a special work requirement that cannot be met by the regular staff, it may retain temporary workers. The special circumstances could be:

- Short term additional work (of 30 days or less) that requires more staffing resources than can be assigned without disrupting the service, or
- Project assignments for longer periods that require specific skills, some training or orientation, and consistency, such as fill-in while conducting a competitive staff selection process.

When such special circumstances occur, the Employer will first consider how regular staff might be deployed to meet the need before considering outside resources. Management may, at its discretion, procure a worker to fill in for a temporary period, without competition, from a temporary staffing agency, a service provider, or a union hiring hall. The Employer will notify the Union of the staffing problem and the Employer's plan to address the staffing concern before contacting outside staffing sources and will not extend a temporary worker's assignment more than six months without mutual agreement with the Union.

Temporary workers shall be excluded from coverage under this Agreement, whether paid directly by the Employer or paid by a third party. Such temporary workers shall have no right to representation by the Union and no claim upon it or the Employer for terms and conditions set forth in this agreement. No temporary worker, hired without competition, may move to a regular position unless selected through a competitive process.

Section 3.4 Meal Breaks. Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to vary and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.

3.4.1 Meal Periods. In consideration for the ability to work a shorter total shift that may be comprised of a "straight eight" or a "combo" that amounts to a full time piece of work, employees are entitled to eat any time during their shift as time and work duties permit. Such employees will not be required to have or be required to take an unpaid meal break as part of their shift. Such employees are not entitled to relief from duty while they eat. At the time of signing this Agreement, this would include employees in the classifications of coach operator, dispatcher and internal security officer.

Other employees shall receive an unpaid meal period in accordance with their work schedule. At the time of signing this contract, this would include all classifications in training, customer service, facilities and sales and distribution.

3.4.2 Rest Periods. Employees in the bargaining unit will receive a ten minute paid rest period for every four hours worked. In computing the four-hour period, any unpaid meal period is not included. An appropriate rest period does not require a relief from duty and is not required to be uninterrupted. An employee on a rest period is subject to call to return to work as needed by the employer. An employee may take their ten-minute rest period on an intermittent basis. An intermittent rest period is a period of less than the full ten-minute rest period in which the employee has an opportunity to rest or relax during the performance of his or her duties. An employee may take as many intermittent rest periods as necessary to total the allowed ten-minute rest period. When an employee's rest period is interrupted, the employee's rest period will be deemed to be an intermittent rest period and the employee will be allowed to complete his or her rest period prior to the end of the four-hour period in which the rest period occurs by taking additional intermittent rest periods.

ARTICLE 4 -- RECOGNITION

Section 4.1 The Employer recognizes the Union as the collective bargaining representative of the employees in positions covered by this Agreement. The Employer agrees to meet and negotiate with the Union through its officially designated representative.

Section 4.2 The Union and employees recognize the Employer as the duly elected representative of the people pursuant to law and agree to negotiate and meet only with the Employer through the negotiating agent or agents or designated representative officially designated by the Chief Executive Officer to act on behalf of Community Transit.

Section 4.3 The Union and employees recognize that inclusion of the Dispatcher, Instructor and Internal Security Officer position in the ATU Local 1576 shall not inhibit, restrain or in any way affect the performance of the duties of the Dispatcher, Instructor and Internal Security Officer including, but not limited to, the duty of reporting other bargaining unit members to management, when such is necessary for the effective operations of the Employer, and the duty

of not disclosing certain information which management deems necessary to be kept confidential.

ARTICLE 5 -- NON-DISCRIMINATION

Section 5.1 All terms and conditions included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, age, sex, marital status, union membership, or physical, mental or sensory handicaps, or discrimination pursuant to the American with Disability Act, that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. Administration and application of the Agreement that is not in contravention of Federal or State law shall not be considered discrimination under this Article.

Section 5.2 Non-discrimination grievances. Notwithstanding any other provisions of Article 14, a grievance alleging a violation of this Article shall be subject to the appeal procedure of Article 14 only if it is filed on behalf of and pertains to an individual employee. Class grievances under this Article shall not be subject to the appeal procedure under this Agreement.

ARTICLE 6 -- WAGE RATES, SPECIAL PAY & BENEFITS

Section 6.1 Wage rates for all represented employees shall be as set forth in Appendix "A" attached hereto and made a part of this Agreement.

Section 6.2 All ATU represented employees, other than Instructors, who are assigned to train a coworker shall receive a training pay premium for the time so worked, as follows:

- Effective after ratification \$1.25 per hour, and
- Effective January 1, 2006, \$1.50 per hour.

Section 6.3 If weather conditions require use of chains, Coach Operators who assist by installing and/or removing chains during their shift shall be paid \$5.00.

Section 6.4 Coach Operator Trainees employed by the Employer's Training Division may operate a bus in revenue service only when supervised by an ATU-represented Instructor, Associate Instructor or Coach Operator who has been assigned as an in-service route instructor.

Section 6.5 Authorized employees who attend company meetings shall be compensated at their regular hourly rate for the actual time spent in the meeting.

Section 6.6 Employees participating in any bus rodeo or other competitive events conducted by the Employer will be entitled to receive such prizes and compensations as the Employer may deem appropriate.

Section 6.7 Passes shall be issued to all employees and retired employees for transportation on CT service.

Section 6.8 Longevity Pay. Longevity is determined by original date of hire. All eligible employees will receive a longevity payment of the following amount:

After 4 years of continuous service	\$.10 per hour
After 5 years of continuous service	\$.15 per hour
After 10 years of continuous service	\$.25 per hour
After 15 years of continuous service	\$.35 per hour
After 20 years of continuous service	\$.45 per hour

Section 6.9 Split Shifts and Combo Pay. The Employer shall be entitled to establish split shifts as may be necessary in order to furnish service at the times required. Employees assigned by management to work a split shift, and coach operators who bid or are assigned to work a combo run scheduled by Planning or assigned by Manpower Scheduling, shall receive combo pay at the rate of \$.25 per hour for all time spent at work as scheduled. This includes time spent in meetings called by management, as well as sick leave and holidays. Employees on vacation will not receive combo pay. Report operators only earn combo pay when they work a full combo that was scheduled by Planning.

- Effective after ratification combo pay shall be \$0.35 per hour.
- Effective January 1, 2006 combo pay shall be \$0.50 per hour.

ARTICLE 7 -- HOLIDAYS

Section 7.1 The following days shall be recognized as paid holidays for employees who have been in continuous service of the Employer for 30 calendar days immediately preceding the holiday:

New Years Day, January 1
Martin Luther King Day, 3rd Monday in January
Washington's Birthday, 3rd Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Thanksgiving Day, 4th Thursday in November
Day after Thanksgiving
Christmas Day, December 25

7.1.1 Three floating holidays to be selected by employee, with prior approval of the supervisor, shall be provided after the completion of 180 calendar days of continuous full time employment with the Employer. These holidays must be taken during the calendar year and are non-cumulative. In the event the floating holiday(s) cannot be scheduled during the calendar year, the Employer shall pay the employee eight hours straight time pay in lieu of said holiday or ten hours straight time pay if working the 4-10 shift. Employees must attempt to schedule floating holidays within a reasonable time period before December 31.

Section 7.2 Holiday Observance and Holiday Pay. Any holiday falling on Sunday shall be observed the following Monday, and any holiday falling on Saturday shall be observed the preceding Friday. Employees working a 4/10 schedule receive 10 hours holiday pay. Those working 5/8 schedules receive 8 hours of holiday pay. An employee will forfeit their holiday pay if, having volunteered to work the holiday, they have an unexcused absence for all or part of a scheduled holiday shift.

7.2.1 Banking Holiday Time. Any employee who works on a holiday may have the option to receive the holiday pay at straight time or bank a floating holiday to be taken at a later date. Employees who opt for the floating holiday must notify the Employer in writing prior to the holiday worked.

7.2.1.1 The Union and the Employer have agreed to test a different approach to holiday forfeiture and have entered into a Memorandum of Understanding regarding the test.

Section 7.3 Pay for Hours Worked on a Holiday. Any employee working any of the holidays listed in Section 7.1 shall receive pay at time and one-half of their straight time hourly rate for all hours worked that day.

ARTICLE 8 -- VACATION LEAVE

Section 8.1 All employees covered by this Agreement shall receive vacation leave with pay according to the following schedule:

- 8.1.1 More than one year continuous service 80 hours
- 8.1.2 More than five years continuous service..... 120 hours
- 8.1.3 More than ten years continuous service 160 hours
- 8.1.4 More than 15 years continuous service. 200 hours
- 8.1.5 Employees with more than 25 years continuous service shall receive eight hours of additional vacation per year, to a maximum of 40 hours achieved at 30 years of service.

Section 8.2 During the month of December, the Employer will post a list of eligible employees showing their available vacation hours, such list to be acknowledged by the Union before posting. On the Friday following the end of the last pay period in October, the Employer will provide to the Union a draft list of eligible employees showing their available vacation hours. The Union shall have 14 calendar days to review and return to Labor Relations.

8.2.1 Coach Operators shall have the month of December to review vacation periods and eligible amounts. A sign-up shall be held during the month of January to become effective the first week of April each year. The Employer agrees to allow the employees to select vacation in accordance with their seniority as defined in Article 33 – Calculating Seniority. Employees bidding a fifth (5th) week of vacation or a carryover week (per Section 8.4) shall do so in a second round of bidding.

8.2.2 Dispatchers, Customer Information Specialists, Facility Maintenance Employees, Instructors, Internal Security Officers and Sales & Distribution Specialists shall use their

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date of full-time employment as their vacation anniversary date for the purposes of vacation accrual and scheduling as allowed in the Community Transit Personnel Policy.

Section 8.3 It is recognized that Coach Operators have historically been eligible to schedule vacation leave earned and pro-rated to March 31. This places the Coach Operators anniversary date for the purpose of vacation earnings only at April 1 of each year. New Coach Operators will earn vacation from their date of employment prorated to April 1 and to be scheduled after the completion of his/her first employment year. Upon the completion of the employee's fifth, tenth and fifteenth year of continuous service with the Employer, the employee shall be credited with an additional 40 hours of vacation (pursuant to Section 8.1) to be scheduled upon agreement between the Employer and the Union. This shall continue from year to year thereafter.

8.3.1 Employees shall be allowed to take single vacation days from reserved or cancelled vacation, in accordance with the criteria used in the Leave of Absence policy (Section 9.8.4)

Section 8.4 The vacation period for Coach Operators is the period from April 1 to March 31, each year. Except for employees with a sick leave balance greater than 300 hours on December 31 who may carry over up to 80 hours of unused vacation, employees may carry over up to 40 hours of unused vacation from one vacation year to the next vacation year.

8.4.1 Vacation periods shall be scheduled and taken in calendar week increments, not necessarily consecutive Calendar week to begin on Sunday and end on Saturday.

8.4.2 Eighty hours vacation may be reserved to be used in single or multiple day increments signed up through the "Day Book".

8.4.3 If a holiday falls within the vacation period or split vacations such holiday must be taken immediately before or after the vacation period by requesting the same through the "Regular Day Book".

8.4.4 It is understood and agreed that vacations will be on a year around basis, making as many vacation bid runs as possible.

Section 8.5 Employees shall not be allowed to cancel or reschedule their vacations except by mutual consent of the Employer and the Union. Such cancellation requests will be in writing, state the reasons for the cancellation request and be made 30 calendar days in advance.

8.5.1 With the approval of the Employer and the Union, an employee may be allowed to trade his/her vacation week with another employee should circumstances warrant such a trade.

Section 8.6 It is understood that vacations shall be administered by the Employer and monitored by the Union.

Section 8.7 Employees who terminate or retire after the first twelve months of consecutive service shall be paid at his/her straight time pay rate for all earned but unused vacation. The Employer shall not be required to pay for any vacation time until it has been earned.

Section 8.8 Employees on Worker's Compensation Leave may elect to schedule or reschedule (including carry over) his/her vacation if the Employee returns to duty.

ARTICLE 9 -- LEAVES

This Article shall cover sick leave, funeral leave, Union business leaves, court duty and all other leaves for Employees in the Bargaining Unit.

Section 9.1 **Sick Leave and Attendance.** The ability to work regularly is a requirement for continued employment. This expectation shall govern decisions on employees who are absent or tardy repeatedly.

9.1.1 All regular employees in the bargaining unit shall accumulate sick leave at the rate eight hours per month. This shall be cumulative, not to exceed 700 hours. Each employee shall have the one time option to increase the accumulative sick leave cap to 960 hours at the rate of eight hours per month. For each 40 hours accumulated above the cap, 40 hours shall be converted to one floating holiday to be taken through the "Regular Day Book". These floating holidays will not be accumulated from one year to the next.

9.1.2 A full time employee may use paid sick leave provided they use it for approved purposes. If any absence exceeds three calendar days, the employee must provide medical verification of the need for their absence.

9.1.3 **Permissible Uses of Sick Leave.** An employee shall be eligible for sick leave with pay for the following reasons:

9.1.3.1 Illness or physical incapacity or quarantine of employee resulting from causes beyond the employee's control.

9.1.3.2 To compensate the employee for the first three days of their absence due to job-related injury or illness, provided they have accumulated sick leave available; otherwise the absence will be coded as unpaid authorized sick leave.

9.1.3.3 To continue pay when the employee must take time off for doctor or dentist appointments, provided that the employee pre-schedules them according to departmental procedures. Employees must make every reasonable effort to schedule medical or dental appointments on the employee's off-duty time.

9.1.3.4 To the extent an employee has sick or vacation leave balances, leave with pay may also be granted according to state and federal law when needed to care for a spouse, child, parent or grandparent of the employee or their spouse due to the relative's serious health condition or emergency condition. The employee may elect to draw from their accumulated vacation or sick leave bank to the extent that time is available.

9.1.4 **Sick Leave Without Pay.** Upon application of a probationary or regular Employee, a division manager or designee shall grant sick leave without pay for the

entire period of absence because of a bona fide illness or injury. If the reason for requesting leave without pay is to attend medical or dental appointments, the employee must pre-schedule the time according to departmental procedures.

9.1.5 Medical Verification Process. In order to understand the need for the absence or continued absence, the division manager or designee or the Manager of Human Resources & Labor Relations or designee may require that the employee submit a certificate from the attending physician or from a designated physician.

On occasion, the Employer may find it necessary to obtain further clarification of the medical condition causing the absence. The process that an employee could expect the Employer to use to obtain this information would be:

- The Employer will request the employee to obtain additional information from their physician regarding their medical condition, or the employee may sign a release authorizing Human Resources to talk directly to their physician. In either case, the information requested will be case specific and sufficient to determine the nature of the bona fide illness or injury, and whether the absence is reasonable. The division manager or Human Resources will provide the specific clarifying questions in writing, upon request from the employee.
- If further information is required, the Employer may request a release from the employee allowing the Employer's physician to talk directly to the employee's physician. The Employer's physician will provide sufficient information to the Employer to substantiate the absence.
- If the steps above fail to provide the needed information or a refusal to supply such certificate or if the certificate does not clearly show sufficient incapacity to preclude the employee from the performance of their duties, the division manager, with the approval of the Manager of Human Resources & Labor Relations, shall treat such absence as unexcused.
- When an employee must take leave of more than three days, or beyond the time indicated in the employee's last Medical Absence Form, the employee must provide to the Employer required medical verification justifying the need for additional leave.

If there remains a question about a continuing absence, the Employer may at its expense request an independent medical examination (IME).

9.1.6 Enforcement of Sick Leave Provisions. Misrepresentation of any material facts in connection with paid sick leave by any employee shall be taken very seriously and may constitute grounds for suspension or discharge. Sick leave pay shall be withheld or recovered in the event of unauthorized use.

9.1.7 **Extended Medical Leave**

9.1.7.1 Effect of Extended Job-Related Medical Leave on Benefits and Employment Status. When an employee is off due to job-related injury and is receiving Worker's Compensation or is on Transitional Duty Assignment, the employee shall continue to accrue vacation leave and earn medical/dental benefits as set forth in Article 11. No other paid leaves or benefits shall be earned during such absence, except Transitional Duty Assignment. After 12 months absence from the first day off, the employee's rights, benefits and employment shall cease unless the 12 month period is extended by mutual agreement of the parties.

- **Use of Sick Leave for Job-Related Absence, Buy-Back:** Pursuant to Worker's Compensation Regulations, the first three days of an absence due to a work-related illness or injury is to be reported as sick leave. The time beyond three days may be eligible for Worker's Compensation only after a determination is made.

During the period of evaluation, the employee is considered to be on sick leave. When it has been determined that an employee is eligible for Worker's Compensation benefits, the employee will receive compensation from the State for the period after the first three days. In these situations, the employee is to reimburse the Corporation for the portion of sick leave paid while out on State Industrial. The amount of sick leave hours "buy back" will be computed by dividing the value of the Worker's Compensation check by the employee's hourly rate. The employee's taxable income and related payroll tax deduction will be adjusted accordingly. Reimbursement may be made from personal funds upon submission of a copy of the Worker's Compensation check.

If the employee fails to reimburse the Worker's Compensation check, no adjustment will be made to the employee's sick leave, taxable income or related payroll tax deduction records.

9.1.7.2 Effect of Extended, Non-Job-Related, Medical Leave on Benefits and Employment Status. When an employee is off due to extended illness or injury (other than job-related injury per Section 9.1.7.1), the employee shall first utilize accrued sick leave or vacation. 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 six months from the first day off due to such illness or injury, the employee shall be placed on a "leave without pay" status. Upon completion of the sixth month, the employee's rights, benefits and employment shall cease.

An employee with five or more years of service shall be eligible to receive an additional six months medical leave of absence without pay or benefits, after which employment shall cease.

9.1.8 Pay for Sick Leave at Termination. When an employee leaves Community Transit, the Employer will pay out 25% of their sick leave balance. Upon retirement, the Employer shall pay retiring employees 50% of their sick leave balance and such employees shall have the option to apply their sick leave cash-out toward corporate group health insurance premiums.

Section 9.2 Bereavement Leave. With approval of the department head, an employee may use up to three days of leave with pay upon the death of a member of the employee's or employee's spouse's immediate family. "Family" for this purpose includes mother, father, brother, sister, husband, wife, son, daughter, grandchildren, grandparents, stepfamily and guardians.

9.2.1 Additional leave, or bereavement leave for extended family not listed above, may be granted to an employee who requests it. Such leave may be compensated by using accrued leave, floating holidays or leave without pay, at the employee's option.

Section 9.3 Union Business Leave. The Employer agrees to allow leave for bona fide Union business in the following categories:

9.3.1 Company Paid.

Contract Administration. Time spent by one union steward and the grievant to meet with management to resolve a grievance will be paid by the Employer, however, preparation for such meetings with management, including union investigations, will not be paid. In addition to grievance meetings, contract administration includes general representation and labor/management committee meetings.

Company Committees. Bargaining unit members elected or appointed by the Union to serve as members of Company committees shall be paid for time actually spent in such meetings. If the meeting occurs during the employee's regular shift, they will be excused to attend the meeting. If the employee is off their shift and must return to attend the meeting, they will be paid for the greater of time actually spent in the meeting or the two hours call in.

9.3.2 Union Reimbursed. The Manager of Human Resources & Labor Relations will approve granting of leave without pay and without loss of continued accrual of seniority for any employee who is a member of the Union in good standing and who the Union may desire to have act as its Business Agent or other Union official engaged in the business of the Union. Such leave may be designated as paid leave when agreement is made by the Union to reimburse the Employer monthly for salary, retirement contributions, and any other related costs incurred by the Employer.

The Union may designate up to four officials for wage reimbursement on full or half time status, who may bid a tripper, part of a combo or be relieved from their work. There will be no aggregate time off limit for these officials but they will coordinate their time off for union business leave with the needs of their department.

Such officials will use the Daybook or other departmental scheduling procedures to arrange other time off. In Operations, officers that work a tripper will be counted as one-half person when using the Daybook towards the number allowed off.

Official union business may include: Contract negotiations, business unrelated to Community Transit, attendance at conferences, union training, membership and other meetings to conduct union business, etc.

9.3.3 Unpaid Union Leave. An employee may be relieved from work for Union business other than that described in 9.3.1 or 9.3.2. Such leave will not be considered hours worked, but the employee will continue to earn or accrue benefits and seniority. Aggregated time off shall not exceed 15 working days per year.

9.3.3.1 Notification of time off must be in writing, signed by the Union President or designee, and received by the company at least 48 hours in advance of such time off. If unforeseen need arises, the Union official will notify their supervisor requesting leave and the company will accommodate the request if the work can be covered.

9.3.4 Union officials shall confine their activities during on-site investigations to matters relating to administration of this Agreement. Employer work hours shall not be used by employees or Union officials to conduct Union business or promote Union affairs.

Section 9.4 **Military Leave.**

9.4.1 Length of Leave – Any employee of the Employer who is a member of the Washington National Guard or Federal Reserve Military Unit shall be entitled to be absent from his/her duties with the Employer with full pay for up to 15 working days per year while engaging in the performance of officially ordered military duty and while going to or returning from such duty in accordance with state and federal law. Such leaves shall be in addition to any other leave or vacation benefits. The “year” for this purpose begins October 1 and ends September 30.

Where the number of days of active duty training exceeds 15 working days, the period granted as leave with pay will, in each case, be the first 15 working days of such active duty training period. The additional time needed for completion of active duty training and for travel time must be accounted for as vacation time, floating holiday or leave without pay.

9.4.2 Documentation Required – Upon receipt of written orders for active duty training, the Employee must immediately submit a copy of such orders with a written request for a leave of absence to their immediate manager. The Employee, upon return to employment, must submit to their immediate Manager a certified true copy of training orders showing the date he/she reported for, and the date of release from, active duty training. The Employee’s normal hourly wages shall continue during the approved period of absence, subject to receipt of this certified true copy upon return.

9.4.3 Reemployment Rights – Employees, who are called or volunteer for service with the Armed Forces of the United States or the Washington National Guard shall be entitled to be considered for reinstatement in accordance with the provisions of state and federal law.

An employee promoted to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be restored to the position he/she had held previously or any other equivalent position.

A new employee hired to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be placed in as nearly equal position as may exist, if no such position exists, may be subject to layoff.

Section 9.5 Jury/Court Duty. Employees called for jury duty shall be paid their regular rate of straight time pay for the time thus spent provided that they return to work on any day that they are released from jury or court service. Following the employee's return from jury duty, work will be assigned in such a manner that, when added to the jury duty hours, shall equal the normally schedule pay hours for that day.

Employees who are required by subpoena to testify in court proceedings in any employment related capacity shall be paid straight time for the time thus spent provided that they return to work on any day that they are excused from delivering testimony. Following the employee's return from testifying, work will be assigned in such a manner that, when added to the court duty hours, shall equal the normally schedule pay hours for that day.

Employees who are required by subpoena to testify in court proceeding in a non-employment related capacity may request necessary vacation time, floating holiday or leave without pay for the time thus spent.

No attendance infractions will be assessed for responding to a subpoena (employment and non-employment issues).

Employment related capacity shall mean only those incidents where Community Transit property or personnel are directly involved (company vehicle accident, passenger injury, passenger/employee assault, etc.)

Section 9.6 Maternity Leave. Any employee off due to pregnancy shall be guaranteed all rights and benefits as an Employee off sick.

Section 9.7 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. They may schedule the time off through the Day Book or request the cash value for the day instead. The Employer will pay the cash value of unused bonus days to the employee at the end of the calendar year.

Section 9.8 Personal Leave of Absence. Employees shall make every reasonable effort to handle personal matters on off-duty time. However, leaves of absence without pay may be granted by Community Transit at its option, recognizing that emergencies may arise requiring the attention of the Employee. Employees must request such leaves in writing and present the request to their immediate Supervisor. Leave of absence without pay will be granted only for serious personal matters.

9.8.1 Effect of Personal Leave of Absence on Employee Benefits. Employees who take Personal Leave of Absence for periods of over 30 calendar days shall not accrue leaves or receive benefits except as required by state or federal law.

ARTICLE 10 -- MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the SCPTBAC in all of its various aspects, including, but not limited to, the right to direct the working force; to plan, direct and control all operations and services of the SCPTBAC; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer Employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve Employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 11 -- HEALTH CARE INSURANCE

Section 11.1. Effective January 1, 2002 the Employer will provide the following insured benefits to all full time employees:

Category	Benefit Description
Medical	Public Employee Benefit Board (PEBB) including Preferred Provider, and Point Of Service options
Dental	Washington Dental Service (WDS) and/or Columbia Dental Plan in effect as of 1/1/04
Vision	Vision Service Plan (VSP) in effect as of 1/1/04
Disability	Short Term Disability coverage at 50% of normal weekly regular pay, payable from first day of accident or 8 th day of illness.
Life	1X Annual Base Pay Life Insurance
AD&D	1X Annual Base Pay Accidental Death & Dismemberment Insurance

Section 11.2 The Employer will pay 100% of premium costs for dental, vision, life, AD&D, and short and long term disability insurance for the term of this agreement. The Employer will also pay 100% of the cost of medical insurance through 2006. The parties agree to meet no later than October 1, 2006 to negotiate any potential changes to employee contribution toward medical insurance premiums for 2007 and further agree that any potential settlement on this

matter, whether reached through negotiation or as an interest arbitration award, shall be effective January 1, 2007.

Section 11.3 Upon submitting proof of medical or dental group coverage through their spouse's employment, an employee may elect to waive participation in the medical or dental plan. The employee shall receive 50% of the Employer's cost savings as additional pay, added to their second paycheck of each month.

Section 11.4 The Employer retains the right to change health plan carriers as long as benefits remain equivalent. In the event the Employer must change a plan provider, the Employer and Union will form a benefits advisory committee to review and evaluate options.

Section 11.5 Physical and Eye Examination. The Employer will pay for all examinations for all employees in the bargaining unit that are required by the Employer.

ARTICLE 12 -- RETIREMENT

Section 12.1 Employees shall be covered under the Public Employees Retirement System.

ARTICLE 13 -- PERFORMANCE OF DUTY

Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement shall engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any Employee violates this article, the Union shall immediately notify any such Employee in writing to immediately return to their normal duties.

ARTICLE 14 -- GRIEVANCE & ARBITRATION PROCEDURES

Section 14.1 "Grievance" means a claim or dispute by an employee or the Union with respect to the interpretation of the provisions of this Agreement, including discipline and/or discharge for just cause.

Section 14.2 **Right to Representation.** Except during probation, employees have the right to be represented by their Union for all appeals regarding the application or interpretation of this Agreement, including appeals of discipline or discharge. The Union represents its members at each step in all grievances.

In accordance with RCW 41.56.080, it is understood that the Union is required to represent all employees in the Bargaining Unit without regard to membership in the Union but that any employee at any time may present his grievance to the Employer and have such grievance adjusted within the terms of this Agreement if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

Section 14.3 Time Limits. Time limits set forth in this Article may be extended by mutual agreement. If either party fails to adhere to any of the time limits set, the grievance will be forfeited to the opposing party on a non-precedent basis. However, the forfeit language herein will be suspended unless invoked by either party on a case by case basis at a Grievance Review Committee meeting. If invoked, timelines will commence at the meeting where notification is given. This means that if a grievance response deadline is not met, the forfeiture language was not invoked, and no extension is granted, the grievance moves to the next step. If management responds timely, and the union is not satisfied with the response, the union is responsible for processing the grievance per the procedure outlined in Article 14.5 and 14.6.

The timeliness of the grievance and subsequent steps filed by the employee or Union per Article 14.5 and 14.6 will be proven if independently verified by FAX, email or another date and time verification method on the face of the document.

The parties agree that grievance responses shall be completed by the Employer no later than the last day of the time period set forth in Section 14.5 or 14.6 as can be verified by an independent date and time designation on the response document (mechanical, FAX or email). Upon completion of any such grievance response document, it will be distributed to the parties by no later than the next business day.

Section 14.4 Grievance Review Committee. We agree as follows:

- 1) To form a joint grievance review committee consisting of the Union Vice President and designee and the Employer labor relations representative and designee. Designee attendance is optional if the primary representative is in attendance. The committee will meet weekly to review and take action on all outstanding grievances.
- 2) The committee will produce a joint summary of each meeting to track and record actions taken on each grievance. The summary will be signed by representatives of both parties at the conclusion of the meeting.
- 3) The Committee will jointly gather and record data to help in evaluation of this interim agreement.
- 4) With mutual agreement of both parties, Committee decisions may include but are not limited to:
 - Waiving steps of the grievance process;
 - Using mediation at any step of the grievance process;
 - Combining grievances; and
 - Referring complaints to another committee or forum.

The ATU Vice President or designee may reject a grievance filed by an ATU member. If they reject a grievance, they will notify the members of the GRC as well as the grievant of their action and provide the reason for their rejection.

Section 14.5 Grievance Matters. Except for discharge matters set forth in Section 14.6 below, all claims or disputes with respect to contract interpretation or discipline shall be addressed as described in this section.

A grievance shall be processed in the following manner:

Step 1: An employee or the Union must present a written grievance signed by the grievant that identifies the section of the Agreement allegedly violated, facts of the matter, issue and remedy sought within 14 calendar days from the date the employee knows or should have known of its occurrence to Labor Relations.

Step 1 grievances will be heard by managers, assistant managers and/or designees, with participation by the labor relations representative or designee. Operations Supervisors will not be used as designees.

The assigned manager must hear the grievance within 14 calendar days after the grievance is accepted by the vice president or designee and the grievance review committee is notified.

In the event a grievance is resolved at Step 1, the decision shall be reduced to writing and the Union notified. The decision will be forwarded to Labor Relations, which will notify the employee and obtain the employee's signature acknowledging receipt of the decision.

Step 2: If the grievance is not resolved at Step 1, within 14 calendar days after publication of the Step 1 decision, the grievant or the Union may present the written grievance to Labor Relations. Labor Relations will forward it to the appropriate Director or designee who shall attempt to resolve it within 14 calendar days after receipt.

Step 3: If the grievance is not resolved at Step 2, within 21 calendar days after publication of the decision, the Union, with the agreement of the grievant, and the Employer may agree to enter mediation to resolve the grievance. If the parties do not agree to mediate or if mediation fails, the Union may present a written demand for arbitration to Labor Relations. The arbitrator's decision shall be final and binding on the parties.

Section 14.6 Discharge Procedures. The Employer may discharge probationary employees without reference to these procedures.

A discharged employee shall have the right to have the Business Agent or his/her designee present during the discharge procedures.

When the Employer considers discharging an employee, it will notify the employee and Union Business Agent in writing of when and where it will conduct a meeting for the purpose of hearing any information it should take into account in making the decision to discharge ("Loudermill Hearing").

14.6.1 The employee may arrange to have Union representation at the meeting, or may waive representation.

14.6.2 Discharge Grievance. Discharge grievance means a grievance filed regarding an employee's discharge from employment by Community Transit. A discharged employee shall have the right, with or without the Business Agent (or designee), to appeal the Employer's decision by filing a discharge grievance. In the event that a grievance arises from an employee's discharge from employment at Community Transit, it shall be handled in the following manner:

1. In the event that the Union Business Agent or designee believes the grievance has merit, the grievance shall be reduced to writing and presented to the Manager of Human Resources & Labor Relations or designee specifying the act or event grieved, the date of the occurrence, the identity of the employee who claims to be aggrieved, and if applicable, the provision of the Agreement that has been violated, and the remedy sought.
2. The grievance shall be presented to the Manager of Human Resources & Labor Relations or designee within 21 calendar days after the date the employee was discharged from employment.
3. Thereafter, the employee and/or the Union Business Agent or designee will meet with a committee chaired by the Manager of Human Resources & Labor Relations or designee and consisting of the employee's department head (or same-level designee) and division manager (or designee) for the purpose of resolving the grievance.
4. The meeting shall be held within 21 calendar days after receipt of the request for the meeting. The committee shall render a decision in writing within 21 calendar days after such meeting is concluded.
5. In the event the grievance remains unresolved, then the grievance may be appealed to arbitration by so notifying the Manager of Human Resources & Labor Relations or designee in writing of notice of appeal to arbitration within 30 calendar days after receipt by the Union of the committee's decision.

Section 14.7 Use of Mediation. The Union and the Employer agree in principle that we would prefer to resolve disputes ourselves rather than have resolution dictated by an outside party, therefore, when we have not succeeded in resolving the dispute after the second step, we will consider using mediators to assist us in resolving grievances. We also agree to attempt mediation before filing an unfair labor practice charge, unless the time limit for filing looms near.

Either the Union or the Employer may request mediation by notifying the other in writing. Such written notice will suspend time limits for a decision to arbitrate.

Within seven days after receiving a request to mediate, the Union and Employer will meet to discuss the option.

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When we agree to mediate a matter, we will first agree on a mediator. Then Labor Relations will coordinate logistics with the selected mediator to address the issue as soon as all parties can meet.

If we do not agree to mediate or if mediation fails to resolve the dispute, arbitration timelines will resume.

Section 14.8 Arbitration Procedure. In lieu of the historical practice of the parties in requesting lists of potential arbitrators from the Public Employment Relations Commission, Federal Mediation and Conciliation Service or the American Arbitration Association, the parties have adopted the following mutually agreed list of arbitrators: Gary Axon, Michael Beck, Mike Cavanaugh, Eric Lindauer, and Alan Krebs. The names on such list shall rotate and the next arbitrator starting from the top of the list shall be scheduled to hear a grievance, unless the Union and the Employer agree to select another arbitrator on the list. The parties shall contact the chosen arbitrator to determine his/her availability. The selected arbitrator will then be placed at the bottom of the list. If the selected arbitrator is unavailable to hear the case within 90 days, the parties will turn to the next name on the list. If the Union and the Employer determine that an arbitrator is unacceptable and should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled for more arbitrations. When the rotating list of arbitrators is reduced below five names, the parties shall attempt to mutually agree on a replacement who shall be placed at the bottom of the list. If the parties cannot mutually agree, they will follow the procedure set forth in the next paragraph to obtain a replacement.

The Union and the Employer agree to try this rotating list for selecting arbitrators for the first two years of this contract. If either the Union or the Employer desire to abandon the use of this rotating list it may do so by notifying the other party by December 1, 2006. If the rotating list is discontinued at the end of 2006, the parties will revert to use of the Federal Mediation and Conciliation Service (FMCS) to obtain possible arbitrators. A list of nine arbitrators shall be requested from the FMCS, all of who must be members of the National Academy of Arbitrators and reside in the FMCS Northwest sub-region. To select an arbitrator from the list provided, the parties shall flip a coin to determine who shall strike first, then shall alternately strike a name from the list until one arbitrator remains.

It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render a decision within 30 calendar days after such hearing. The power of the arbitrator shall be limited to interpreting this Agreement and to 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 upon the parties to the grievance, provided the decision does not involve action by the Employer beyond its jurisdiction.

Each party shall bear the expense of preparing and presenting its own case, including compensating its own representatives and witnesses. The fees and expenses of the arbitrator and the proceedings shall be borne equally by both parties involved. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration decision shall be made by the arbitrator which grants any right or relief for a period of time whatsoever prior to the execution date of this Agreement.

It is specifically and expressly understood that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to arbitrate the matter.

ARTICLE 15 -- BULLETIN BOARDS

The bargaining unit may provide and maintain its own bulletin board at specified locations, for posting by the local unit of announcements, agendas, and trade information which the bargaining unit desires to promulgate to the members of the unit. 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.

ARTICLE 16 -- WORKER'S COMPENSATION

The Employer shall observe the state law with regard to Worker's Compensation.

ARTICLE 17 -- EXACT FARE SYSTEM

The Employer agrees to maintain the exact fare system during the term of this Agreement.

ARTICLE 18 -- NOTICE OF POSITIONS RULES AND REGULATIONS

Section 18.1 When new jobs or vacancies within the scope of this Agreement become available with the Employer, the Employer shall post notices of the availability of these positions. The Employer shall make the final decision in filling such vacancies and such decisions shall be final.

Section 18.2 The Employer agrees to notify the Union of any changes in the Employee's Rule and Regulations, including Standard Operating Procedures (SOP's) and Performance Code, affecting employees in the Bargaining Unit. The grievance procedure shall not apply to any matters covered by this section, except as to Employer administration of such provisions resulting in employee appeal of his/her discharge or suspension only as per Article 14 of this Labor Agreement.

Section 18.3 The Union and/or employees may submit written comments and suggestions within five (5) calendar days of such notice. The Employer will consider such comments and suggestions in issuing such policies in final form.

ARTICLE 19 -- FACILITIES MAINTENANCE DIVISION

Section 19.1 There will be a Leadman position established for six (6) Facility Maintenance employees. (The sixth position will be the Leadman, unless the need for such is established at a lower manpower level.)

Section 19.2 Promotion will be based on qualifications.

19.2.1 Qualified Employee,

19.2.2 Senior Employee.

Section 19.3 The bidding of shifts will be done on a seniority basis per classification and conducted up to twice a year.

19.3.1 Assigned work will pay a shift differential of:

19.3.1.1 2.5% of regular wage for Swing Shift, and

19.3.1.2 5% of regular wage for Grave Yard Shift.

Section 19.4 The Employer may assign Workers to tasks normally assigned to Journeyman when such need arises and only if the Worker is qualified to perform those tasks.

19.4.1 When Workers are assigned to Journeyman tasks they shall be paid Journeyman wages during the period they perform such tasks.

19.4.2 None of this time worked at the Journeyman's tasks will in any way mandate that the Worker be moved to Journeyman class permanently. All advancement to Journeyman level will be in accordance with Community Transit's normal personnel processes when, and only when, a vacancy for Journeyman exists.

19.4.3 All assignments to a higher wage scale are subject to approval of the Director of Maintenance or designee and their decision shall be final.

19.4.4 **Facilities Journey Training Program** — The Employer and the Union agree to form a Facilities Training Oversight Committee for the purpose of developing, implementing and overseeing a Facilities Journey Training Program.

Section 19.5 **Acting Lead.** From time to time management may choose to assign a Facilities Maintenance journeyperson as acting lead and provide him or her with additional compensation while so assigned. Management will, at its sole discretion, select and train certain journeypersons to be eligible for such assignment. These assignments will not occur unless the regular lead is on an approved leave of absence from work, such as vacation, holiday or sick leave. When such absences do occur, the decision on whether or not to designate an acting lead and the duration of the assignment will be at the sole discretion of management, but will not be less than one workday. Acting Facilities Maintenance leads, when so assigned, will be paid at their regular hourly base rate plus ten percent.

Section 19.6 **Vacation.** Employees will bid their vacations starting with the first Monday in December for the most senior person, followed by the next senior person on Tuesday, etc. After

completion of the bidding cycle, employees will pick vacation on a first-come, first-serve basis. Employees can bid single days or full weeks for all vacation time, but cannot use until it is awarded on their anniversary. This procedure will be done in each classification (Journey level including Lead, and Worker).

19.6.1 Absentee Vacation Bids. Employees may submit an absentee bid sheet, which will include full weeks, single days, or carryover vacation week(s). The absentee bid sheet will be signed by the employee and give to both management staff performing the vacation bid and the Facilities union steward.

Section 19.7 Holiday Work. Scheduled work on a holiday will be based on a voluntary signup sheet and assigned by seniority and then by qualification, both items must be satisfied. The signup sheets will be posted for at least 14 calendar days in advance of the recognized holiday. The posting will be removed and assignments will be posted 7 calendar days in advance of the recognized holiday. In the event there are no volunteers, the work will be assigned by reverse seniority for those employees who would normally be regularly scheduled to work that day.

Section 19.8 Overtime. Overtime on an employee's regular time 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.

19.8.1 Overtime Extensions. Daily overtime which extends an employee's shift more than eight or ten hours shall be offered first to the employee actually performing the required work on their shift. If an employee refuses the extension, the work will be offered by seniority.

19.8.2 Overtime Lists. There will be two overtime lists. One list will have all employees listed by hiring date. The second list will have employees listed by classification and hiring date, e.g. Journey level, Workers, etc. Such overtime as snow removal will be offered to all employees, in which case the overtime list with hiring dates will be used. Overtime requiring only Journey level skills will use the classification overtime list. Management reserves the right to decide which list to use when assigning overtime.

19.8.3 Preplanned Overtime. Preplanned overtime will be posted for at least 14 calendar days from when the overtime will occur. The posting will be removed and assignments will be posted 7 calendar days prior to the date of the overtime. The overtime will be assigned by the use of the overtime lists in Section 20.7.2. Management will meet and discuss overtime posting(s) with the union steward of the Facilities department. If insufficient numbers of volunteers sign up, management may assign additional staff to the work in reverse seniority.

ARTICLE 20 -- CUSTOMER SERVICE DIVISION

Section 20.1 Call Center Group. The Customer Information Specialists and Management will develop the criteria for each position.

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20.1.1 To allow for personal reasons, time schedules for the following work week will be put out no later than 3:30 p.m. Thursday, when possible.

20.1.2 Special Projects assignments will be given out on a rotation basis and a calendar will be set up for inspection in advance.

20.1.3 **Vacations.** A request for leave form must be filled out by the employee and turned in to the division manager 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. The manager or designee shall make every effort to return the signed approved copy to the employee within five working days.

20.1.4 **Overtime and Holiday Assignments.** Overtime and holiday work shall be based on a voluntary sign-up sheet and assigned by seniority. In the event there are no volunteers the work shall be assigned by reverse seniority.

20.1.5 **Work Shifts.** Shifts will rotate at least three times, but not to exceed four times each calendar year.

Section 20.2 Sales and Distribution Group.

20.2.1 There shall be established a Sales and Distribution Specialist.

20.2.2 **Overtime and Holiday Assignments.** Overtime and holiday work shall be based on a voluntary sign-up sheet and assigned by seniority. In the event there are no volunteers the work shall be assigned by reverse seniority.

20.2.3 **Vacation.** Sales and Distribution will bid the vacation for the following calendar year, beginning with the first Monday in December for the most senior person, followed by the next senior person on Tuesday, etc. After completing the bidding cycle, the vacation shall be bid on a first come first serve basis.

Employees may submit an absentee bid sheet, which will include full weeks, single days, or carryover vacation week(s). The absentee bid sheet will be signed by the employee and given to both management staff performing the vacation bid and the Sales & Distribution shop steward.

20.2.4 **Work Shifts.** Sales and Distribution shall bid on their work shifts by seniority four times per year on the same schedule as coach operators.

Section 20.3 Lead Customer Information Services Training Policy.

PURPOSE: The purpose of the Lead CIS Training Plan is to identify training for the Employee selected for the Lead CIS position.

1. Initial Training — On the job training will be provided to prepare the Employee to perform the job duties as described in the Lead CIS job description such as; performing

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computer daily data entry of Customer Comments, correct format and procedures in preparing written and oral responses to customer comments, preparing and administrating daily and weekly Employee schedules, assisting the Manager of Customer Service with the routine clerical and administrative responsibilities.

Basic computer skills are a requirement for the position. Specific software training will be provided to improve the proficiency of the employee.

ARTICLE 21 -- INSTRUCTORS

Section 21.1 Associate Instructors:

21.1.1 Associate Instructor seniority will be established by date of hire as an Associate Instructor. If there is more than one employee hired at the same time, seniority will be established by the company date of hire.

21.1.2 Associate Instructor may be excused from an assignment. If an assignment conflicts with an Associate Instructor needs, they will have the right to trade assignments with another Associate Instructor.

21.1.3 To allow for personal reasons, time schedules for the following work week will be put out no later than 3:30p.m. Thursday when possible.

21.1.4 The term of probation shall be 180 days.

21.1.5 Special Projects assignments will be given out on a rotation basis and a calendar will be set up for these.

21.1.6 The Supervisor of Training shall be the supervisor for the Associate Instructor.

ARTICLE 22 -- INTERNAL SECURITY OFFICERS

Section 22.1 The division manager or designee will supervise Internal Security Officer(s) and associate Internal Security Officer(s).

Section 22.2 To allow for personal reasons, time schedules for the following work week will be posted no later than 4:30 p.m. Thursday, when possible.

Section 22.3 Management and Internal Security Officers will work out a list of qualifying courses and schools pertaining to the continuing education of the Internal Security Officers. Courses shall be subject to Department review and/or approval and must qualify the employee for certification attesting to a higher skill. Reimbursement: Tuition and book reimbursement will be granted pursuant to Community Transit policies.

Section 22.4 Immediately following the first Internal Security Staff meeting of the month there shall be a Security Committee meeting. The Security Committee will comprise one

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Internal Security Officer, one elected Coach Operator and the Manager of Operations & Security, or designee.

Section 22.5 The Employer recognizes the importance of and will hold Internal Security staff meetings every other week.

ARTICLE 23 -- STAFF DEVELOPMENT

Community Transit supports the concept of providing opportunities for its employees to advance within the organization. In order to facilitate these advancement opportunities, CT is willing to provide a preference in the selection process to internal candidates. The Agency is also committed to providing opportunities for training. More specifically, when the CT develops training for bargaining unit jobs, employees working in the classification will be given an opportunity for input to management to assist in establishing the testing standards for qualification and evaluation. Those in their respective classifications shall conduct on-the-job training. Community Transit also agrees to give preference points to those internal candidates who meet the entry requirements.

ARTICLE 24 -- DISPATCHERS

Section 24.1 There shall be one classification of Dispatchers. A Coach Operator who is selected to a Dispatcher position shall not receive pay less than his/her current base wage rate.

Section 24.2 Dispatchers and Management shall develop the criteria for each position.

Section 24.3 The Dispatchers report to a specific Supervisor.

ARTICLE 25 -- COACH OPERATOR TRAINEES

Except as noted here, the provisions of this collective bargaining agreement do not apply to trainees until they have completed their training period and entered probationary service as a coach operator.

During the period of their training, coach operator trainees are at-will employees of Community Transit, subject to Training Division performance and conduct standards. During the training period coach operator trainees shall not have recourse to the appeal procedures of this Agreement.

While enrolled in the coach operator training program, trainees receive overtime for all hours worked over 40 in a workweek.

Upon graduation, trainees will be promoted to coach operator, in the status for which they were hired. In the event two or more are promoted to coach operator on the same date, the date and time recorded on their completed application for trainee will be used to determine their seniority on their respective full time or part time seniority list. Effective with their date of promotion to coach operator, these employees will begin their initial probationary period. Once they have

entered probationary service as a full time or part time coach operator, all provisions of this collective bargaining agreement will apply.

Coach operator trainees employed by the Employer's Training Division may operate a bus in revenue service only when supervised by an ATU-represented Instructor or Coach Operator who has been assigned as an in-service route instructor.

ARTICLE 26 -- PART TIME EMPLOYEES

Section 26.1 Benefits for Part Time Employees. Part time employees will be offered a choice of regular part time work (RPT) or limited part time (LPT) work. Regular part time work will require employees to work a minimum of 20 hours per week and the Employer will guarantee to provide those hours, including paid vacation, holiday and sick leave. Limited part time work will require that employees typically work less than 20 hours per week, without a minimum guarantee. Total regular and limited part time coach operators shall not exceed 10% of the total coach operator full time equivalents (FTEs).

26.1.1 Regular Part Time. New hires that accept regular part time work shall receive the following benefits:

26.1.1.1 Health plan benefits (employee only) on the same basis as full time employees (see Article 11), effective the first of the month following date of hire; a RPT employee may elect to purchase dependent health plan benefits for qualified dependents, and

26.1.1.2 Vacation, Holiday, Floating Holiday and Sick Leave benefits earned at the rate of 50% of full time. Thus a RPT employee will earn 4 hours sick leave monthly, 4 hours pay per holiday, 12 hours floating holiday time, and 40 hours of vacation pay on completion of their first year of service.

26.1.2 Limited Part Time. Those that accept limited part time work shall receive the following benefits:

26.1.2.1 Vacation, Holiday, Floating Holiday and Sick Leave benefits earned at the rate of 25% of full time. Thus a LPT employee will earn 2 hours sick leave monthly, 2 hours pay per holiday, 6 hours floating holiday time, and 20 hours of vacation pay on completion of their first year of service.

26.1.2.2 After completing their initial probationary period, the LPT employee may enroll in medical benefits and the Employer will pay 50% of its normal share of premium costs for employee-only coverage.

26.1.2.3 LPT employees may accept additional hours from time to time without a change in their status as a LPT employee.

Section 26.2 Pay for Holidays and for Holidays Worked. Part Time employees who work more hours on the holiday than their holiday entitlement shall be paid holiday pay equal to the

hours they work, up to 8 hours, and receive time and one-half for their hours worked on the holiday.

Section 26.3 Additional Hours for Part Time Employees. Part time employees will be offered additional work, as it becomes available, except that they will not be offered overtime work unless the list of full time volunteers for overtime has been depleted.

Section 26.4 Availability for Work – RPT. Regular part time employees will bid their work or availability at the shake-up for the next bid period. Unless they have been authorized to take leave during that time, their availability must be sufficient to permit scheduling them for the hours associated with their employment status (20 hours for RPT). RPT staff must make themselves available for a minimum 6-hour span daily for five days, including a Friday and Saturday or a Sunday and Monday.

In Operations, part time availability must encompass the morning commute (6:00 a.m. to 9:00 a.m.) or the evening commute (2:00 p.m. to 7:00 p.m.). In other areas, part time availability must encompass peak service periods, as periodically announced by management.

26.4.1 Failure to Sustain RPT Status. The employment status of regular part time employees who work less than 40 hours per pay period averaged over six pay periods, (including paid time off for vacation, holiday and sick leave), will change to limited part time and they will lose their benefits. Employees that lose their benefits in this manner will become ineligible to apply for regular part time work for a period of six months.

Section 26.5 Action Needed to Make a Status Change. Employees who prefer to retain their current employment status need not file an interest statement. However, employees who seek to change their employment status must announce their interest by completing the required form and filing it with Human Resources, who will acknowledge receipt of it. Any change in status would qualify, such as:

- Regular part time to limited part time,
- Limited part time to regular part time,
- Part time (RPT or LPT) to full time,
- Full time to RPT or LPT).

Interest statements received in Human Resources *before* publication of a job posting will take precedence over applicants for that job. Interest statements received *after* publication of a job posting will receive consideration after all qualified applicants have been considered. Employees may file perpetual interest statements that are good until replaced or revoked.

When vacancies in RPT or full time work occur, the Employer will first determine whether the interest statements on file match the work and will offer the work to the most senior employee that has timely applied for the change. Thereafter, the Employer will consider applicants.

Regular part time or full time employees interested in a change to limited part time may receive immediate consideration for the change.

Section 26.6 Effect on Benefits of a Change in Employment Status. Employment status changes will occur at the beginning of a pay period. Accrued time off benefits earned by the employee before the status change will be retained by the employee and new accruals will begin with the date of the change. Changes in health plan benefits will take place as of the first of the month following the date of the change, provided the affected employee has completed enrollment forms and authorized deduction of their share of premium costs.

ARTICLE 27 -- CALL IN

When an Employee is required to report to work, he/she shall be guaranteed a minimum of two hours at the applicable rate of pay.

ARTICLE 28 -- REQUIRED REPORTS

Employees shall be paid for actual time for filling out each report when off duty. These reports shall be completed in the Operations Office on the day of the incident whenever possible.

ARTICLE 29 -- TIME/ROAD RELIEF

Section 29.1 Scheduling will normally be so arranged so the Employee's starting time and quitting time will be at the same designated place on each individual assignment.

Section 29.2 When preparatory time is required, a Coach Operator shall be allowed a minimum of 10 minutes and a maximum of 15 minutes. Operators will be allowed travel time to various starting points when required to report to the Operations Office to start runs. It is understood that travel time shall be varied according to areas of relief.

Section 29.3 The Employer shall furnish transportation for road relief.

ARTICLE 30 -- TOOL ALLOWANCES

Section 30.1 Tool allowances for Associate Supervisor, Security Officer and Associate Security Officer shall be \$250.00 payable upon hire, and thereafter, \$75.00 payable each April 1.

ARTICLE 31 -- UNIFORMS

Section 31.1 Uniform Allowance. The Employer will provide an allowance sufficient to cover initial outfitting of an employee newly hired into the following classifications: Coach Operators, Dispatchers, Instructors, Internal Security Officers, and Sales and Distribution Specialists. Their uniform shall include:

- One parka,
- Six pairs of trousers, and
- Five shirts or blouses.

For uniform replenishment, the Employer will provide employees in the above classifications with a full allowance in even calendar years and a half allowance in odd calendar years.

ATU-CT 2005-2007 Agreement

Employees will become eligible to use their annual replacement uniform allowance at the beginning of each subsequent calendar year after they were hired into the eligible classification.

The Employer shall provide a list of optional uniform items available by the identified uniform supplier and employees may choose any combination of uniform items, not to exceed the total cost of the standard uniform.

The Employer will supply uniforms for employees in the Facilities Maintenance Division, therefore, they will not receive a uniform allowance.

31.1.1 **Purchase of Shoes.** Employees may choose to designate \$100, \$150 or \$200 of their uniform allowance for the purchase of shoes. Such designation must be made by November 30 for the following calendar year.

Section 31.2 Special Uniform Guidelines. Special guidelines for uniforms that meet the Employer's standards will apply as follows:

31.2.1 The Employer will provide each Instructor with a blazer at company expense. In addition, Instructors may substitute skirts for trousers in the basic uniform.

31.2.2 Sales & Distribution Specialists may on occasion be required to wear promotional apparel, which the Employer will supply at its expense.

Section 31.3 Holiday Attire. Coach Operators and other operations personnel may wear holiday attire from November 24 through January 1, subject to the following rules:

31.3.1 **Safety** – No employee may wear a costume or other article of clothing that in any way interferes with the employee's ability to perform his/her job safely, i.e. interferes/restricts vision, motion or is made of highly flammable material.

31.3.2 **Shoes** – Regulation shoes must be worn by all employees, subject to their respective work areas, i.e. employees operating motor vehicles – standard uniform shoes are required to ensure there is no interference with contact of the accelerator and brake, etc.

31.3.3 **Non-offensive dress or theme.** Holiday dress must not attack, make fun, etc., of any person's race, color, creed, national origin, marital status, sexual orientation, political ideology, age, sex, or presence of any sensory, mental or physical impairment or perceived impairment.

31.3.4 Holiday dress worn by employees visible to the public must clearly possess a holiday design (jeans and sweat shirts that are simply red or green do not qualify for holiday dress.)

Section 31.4 The following classifications shall be eligible for up to \$150.00 per contract year for the purchase of safety shoes: Facilities Maintenance Worker, Facilities Maintenance Journey

Worker, Lead Facilities Journey Worker and Sales & Distribution Specialist. Safety shoes must meet ANSI Standard Z-41 in order to be approved. Procedures to purchase or reimburse purchase of safety shoes shall be established by the Employer.

Section 31.5 **ATU Insignia.** Represented employees, while on duty and in uniform, may wear ATU pins and patches.

ARTICLE 32 -- DEATH AND FELONIOUS ASSAULT INSURANCE AND PERSONAL PROPERTY LOSS

Section 32.1 **Death and Felonious Assault Insurance.** The Employer will pay one hundred percent (100%) of the premium for a one hundred thousand dollar (\$100,000) felonious assault insurance policy for all Employees covered by this Agreement for death, dismemberment and permanent disability due to felonious assault; provided that the cost to the Employer does not exceed \$3.00 per Employee per year.

Section 32.2 **Personal Property Loss Benefit.** Employees shall be reimbursed for loss of certain personal property due to armed robbery, assault or theft, excluding mysterious disappearance, subject to the following conditions:

32.2.1 The armed robbery, theft or assault occurs while the Employee is at work on duty; and,

32.2.2 The property was in the personal possession of the Employee at the time of the theft, assault or armed robbery; and,

32.2.3 The Employee makes an armed robbery, theft or assault report to the applicable Police Department or Sheriff's Office; and,

32.2.4 The Employee files a notarized claim with receipted bills to substantiate that replacements have been purchased or repairs made.

Reimbursement shall be made on the basis of actual cost, up to the maximum for the following items at the rates listed:

<u>Item</u>	<u>Maximum</u>
Watch	\$100.00
Uniform Item(s)	Replacement (or repair)
Wallet/Purse	\$ 20.00
Bag/Satchel	\$ 50.00
Prescription Glasses	\$ 120.00

ARTICLE 33 -- CALCULATING SENIORITY

Section 33.1 All Employees hired after the effective date of this Agreement shall be able to select their work based on their individual seniority with the Employer and provided the Employee is qualified for the work for which he/she has bid. In the event two or more

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Employees are hired on the same date, the date and time recorded on such Employee's completed application shall govern.

33.1.1 Seniority of full time and part time Employees shall be maintained on separate lists. The seniority of full time employees always takes precedence over seniority of part time employees in the same classification. To express interest in a change of employment status to or from part time, see Article 26, Section 26.5.

Employees who are promoted to another classification in the Bargaining Unit shall retain their seniority in the job from which they were promoted.

33.1.2 **Retreat Rights.** An Employee who returns to a position previously held shall return to the same place in seniority he or she had attained in that position. The Employee shall receive the current pay rate appropriate for all time worked in the previous position.

33.1.3 Employees who accept Community Transit positions outside the Bargaining Unit will retain seniority within the unit provided they remain members in good standing and remain employees of Community Transit.

Unless otherwise agreed, all other Employees shall be able to select their work in accordance with the provisions of Article 34 - Sign-up Procedures.

ARTICLE 34 -- SIGN UP PROCEDURES

Section 34.1 Employees shall bid for work in accordance with their seniority. If deemed in the best interest of the transit system, assignments or changes may be made at the discretion of the Employer after it has discussed the impact of the change with the affected employee and the union.

34.1.1 When a Shake Up occurs, one ATU representative will be present to assist. In the event of a bid procedure error the Company and the Union will confer and determine the appropriate resolution and no compensation will be due to the Operator as a result of the error.

The Employer shall schedule runs and days off so that as many regular Coach Operators as possible may bid two consecutive days off.

Section 34.2 The Employer shall have a minimum of three sign-ups a year to allow Operators to bid for their specific choice of runs.

Section 34.3 It is agreed that the Employer will have the responsibility of administering sign-ups. The Union's responsibility will be to monitor sign-ups. Work for bid will be posted for Employee's review at least two weeks prior to bidding date. Employees who are unable to be present to exercise their right may submit their bid choices, in writing, to the Department Supervisor or their designee who will sign for the Employee.

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Section 34.4 The Coach Operators shall be responsible for learning and qualifying for any and all routing for which they have bid. If no formal training is available, then the employee is responsible for contacting the training manager or designee for training options.

Section 34.5 Procedure to Handle Medically Induced Request for Trade. When an Operator has been medically certified as being incapable of operating a piece of equipment (or series of equipment), the operator can use the following procedure to trade one time until the next shake up.

34.5.1 The Operator will be offered open work, on a temporary basis until the trade can be completed. Full time employees will be guaranteed 40 hours.

34.5.2 The request for trade will be posted for a two-week period. The request will specify that the trade will last for the remainder of the shake-up.

34.5.3 The Operator can only consider the work of the first Operator, lower in seniority than the Operator requesting the trade, who offers to trade work that does not use equipment that the "medically impaired" Operator has been excluded from using.

34.5.4 The Operator has the right to decline the trade with the understanding that they must then either choose to remain in their current work or be placed on the Extra Board.

Section 34.6 **Trade for Employee Safety.** When an employee provides a copy of a court issued restraining order to protect an employee while in the performance of assigned duties, the Employer, the Union and employee will meet to determine how to comply with the restraining order while on the job. If the solution requires a change of assignments then the following procedures will go into effect.

34.6.1 A trade with another member can be done provided both members agree to the trade.

34.6.2 If there is open work and the member had the opportunity to bid on the work at shake up, the member may move into that work for the remainder of the shakeup and will be allowed to remain in the assignment until the next shakeup.

34.6.3 When a shakeup occurs and the employee can comply with the court order while performing his/her job duties, the employee will participate in the bid process as seniority allows.

34.6.4 If the employee is physically harmed (or put directly at risk of physical harm) by the person cited in the restraining order, upon agreement between the ATU and the Employer, the Employer will remove the employee from the bid work and assign him/her to work in another capacity. Such assignment shall last for the remainder of the shakeup or other mutually agreed upon date.

Section 34.7 An employee may trade their bid work for the remainder of the shake-up only by using the methods set forth above and only for medical or safety reasons.

ARTICLE 35 -- SCHEDULED RUNS

Section 35.1 It is understood that the Employer must retain the right to schedule runs; provided that all scheduled runs shall be completed within a 13 ½ hour period of time during any day. The Employer shall be entitled to establish split shifts as may be necessary in order to furnish service at the times require with no more than one split (see also Section 6.9 Combo Pay).

Section 35.2 The Employer recognizes the importance of working with Dispatch to coordinate and communicate on Dispatch shift schedules and the parties agree it is in the best interest of the organization to work cooperatively.

Section 35.3 Any assignment with less than one hour between sign-off and sign-on shall be paid straight through.

Section 35.4 The Employer shall pay an employee for time lost due to a scheduling error.

Section 35.5 Some runs will be designated as "Part Time Runs" and will be bid only by Part Timers. Part time operators may bid work comprising one piece or multiple pieces of work that equals no more than 6 hours per day. If used as report operators, no more than 20% of part timers may be so assigned. For other limits on part time work, see Section 26.3. Community Transit will agree not to reduce the current level of full time drivers as a result of the transition to the new part time operator provisions.

Section 35.6 **Inactive Time.** The employee shall be considered as being on the payroll when he/she reports to work and is unable to perform his/her regular duties because of a breakdown in equipment or adverse weather conditions.

ARTICLE 36 -- EXTRA BOARD

Section 36.1 All Extra Board operators shall be guaranteed 40 hours pay at their regular hourly rate each work week with one scheduled and one bid day off. Work shall be rotated uniformly.

Section 36.2 Extra work will go to the available Extra Board operators until the Extra Board operators have received 40 hours of work when possible.

Section 36.3 Extra Board operators shall be assigned their work by 4:30 p.m. for the succeeding day. If the posting is not ready by 4:30 P.M., the dispatcher will transfer calls from extra board operators to manpower scheduling.

ARTICLE 37 -- SHIFT EXCHANGES

Section 37.1 With the exceptions of holidays, an employee shall be permitted to exchange work with another employee through the "Regular Day Book" with the approval of the Employer.

ARTICLE 38 -- PARTICIPATIVE WORK AGREEMENT

The Amalgamated Transit Union Local 1576 and Community Transit mutually agree and pledge themselves to pursue a partnership, which promotes cooperation and involvement for the mutual benefit of the company and its employees.

This Agreement specifically promotes the continued development of a labor/management partnership fostered by maximum communications, trust, and understanding resulting in a work environment which recognizes the full worth and dignity of all employees and facilitates their individual growth and accomplishments toward the continued needs for effective and efficient transit operations.

This agreement supports the need for local union/management partnerships to investigate, consider and test alternate approaches to work assignment, work scheduling, selection, training, development, pay systems, problem solving process and structure to facilitate both individual and group contribution towards improved quality, efficiency, productivity, and employee satisfaction.

In support of this agreement it is recognized that the union has a legitimate role in assuring appropriate fairness and due process for the employees it represents. In addition, it is expected that local union executives will be active and constructive participants in the evaluation of the local Union/Management partnerships.

The Amalgamated Transit Union Local 1576 and Community Transit are strongly committed to this participative work agreement as a means of promoting strong labor/management relations necessary to provide a work place that expands the opportunity for each individual to support the need for, and share in, the success of the company.

ARTICLE 39 -- CONTRACTING

Section 39.1 Subject to the service evaluation process, all current work done by employees of Community Transit will continue to be done in substantially the same manner as is now the practice. Subject to the service evaluation process, all appropriate incremental increases in regular service will be done by Employees of Community Transit.

Section 39.2 All new service shall be provided based upon Community Transit's service evaluation process pursuant to which either members of the Bargaining Unit or third party private contractors may operate the new service. The service evaluation process is the process used to ultimately determine the service provider. The definition of new service shall be a part of the service evaluation process.

Section 39.3 The Union shall be given the opportunity on an annual basis to provide wage rates which shall be considered in the aforementioned service evaluation process for the new service planned during the following contract year. Such rates are to be provided no later than January 1 preceding each contract year.

Section 39.4 The Union shall be offered an opportunity to be involved in the service planning process.

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Section 39.5 The Employer may contract out any existing or future service which is required to be contracted out to third party private contractors pursuant to existing grant requirements or any other federal or state regulations existing as of the date of this Agreement.

Section 39.6 At the expiration of the existing Third Party Private Operator Service contract(s) in effect at the date of the Agreement, such Third Party Private Operator service(s) operated by such third party operators shall be subject to Community Transit service evaluation process.

ARTICLE 40 -- DURATION

This Agreement shall become effective on the date of execution by both the Employer and the Union and shall continue in full force and effect through December 31, 2007.

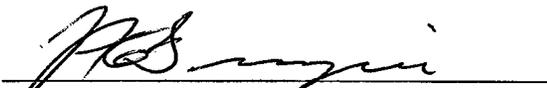
Agreed this 6th th day of October, 2005.

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

For AMALGAMATED TRANSIT
UNION LOCAL NO. 1576 ("ATU")


By: Joyce Olson
Its Chief Executive Officer


By: Kathleen Custer
Its President and Business Agent


By: James A. G. Turpie
Its Chief Operating Officer


By: Melinda April
Its Vice President and Assistant Business
Agent

APPENDIX A

With the exception of general base wage increases, all increases in pay will take effect on the first pay period after ratification. "After ratification" means effective from the first full pay period following ratification by the Union and approval by Community Transit's Board of Directors.

Individual Pay Changes. All changes to an individual's pay will take effect on the beginning of the next pay period after the change has been earned.

Trainee Coach Operators rate upon ratification of the Agreement in 2005: \$11.64

Thereafter, general wage adjustment percentages apply.

General Increases to Base Wages.

Effective January 1, 2005	2.5%
Effective January 1, 2006	3.0% (2.75% plus additional .25% for uniform gain share)
Effective January 1, 2007	3.0%

WAGE PROGRESSION

Coach Operators

Hired by January 14, 1998	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
From 4161 hrs worked	\$19.72	\$ 20.22	\$ 20.82	\$ 21.45
From 5201 hrs worked	\$20.82	\$ 21.34	\$ 21.98	\$ 22.64
From 6241 hrs worked	\$21.91	\$ 22.46	\$ 23.13	\$ 23.83

Hired After January 14, 1998

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
Up to 2080 hr worked	\$13.15	\$ 13.48	\$ 13.88	\$ 14.30
From 2081 hrs worked	\$15.35	\$ 15.73	\$ 16.20	\$ 16.69
From 4161 hrs worked	\$17.54	\$ 17.97	\$ 18.51	\$ 19.07
From 6241 hrs worked	\$19.72	\$ 20.22	\$ 20.82	\$ 21.45
From 8320 hrs worked	\$21.91	\$ 22.46	\$ 23.13	\$ 23.83

Customer Information Specialists

Sales & Distribution Specialists

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
Start Rate	\$13.95	\$ 14.30	\$ 14.73	\$ 15.17
From 1041 hrs worked	\$14.83	\$ 15.20	\$ 15.65	\$ 16.12
From 2081 hrs worked	\$15.70	\$ 16.09	\$ 16.57	\$ 17.07
From 3121 hrs worked	\$16.57	\$ 16.98	\$ 17.49	\$ 18.01
From 4161 hrs worked	\$17.43	\$ 17.87	\$ 18.41	\$ 18.96

Lead CIS Specialist

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
First Year	\$18.66	\$ 19.13	\$ 19.70	\$ 20.29
Second Year	\$19.18	\$ 19.66	\$ 20.25	\$ 20.86

Dispatcher

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
Hire Rate	\$21.60	\$ 22.14	\$ 22.80	\$ 23.48
From Six Months	\$23.21	\$ 23.79	\$ 24.51	\$ 25.24

Facilities Maintenance

Worker

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
Up to 2080 hrs worked	\$13.29	\$ 13.63	\$ 14.03	\$ 14.46
From 2081 hrs worked	\$14.41	\$ 14.77	\$ 15.21	\$ 15.67
From 4161 hrs worked	\$15.50	\$ 15.89	\$ 16.37	\$ 16.86
From 6241 hrs worked	\$16.62	\$ 17.03	\$ 17.54	\$ 18.07
From 8321 hrs worked	\$18.83	\$ 19.31	\$ 19.88	\$ 20.48

Journey person

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
Journey Rate	\$24.16	\$ 24.77	\$ 25.51	\$ 26.27

Lead

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
First Year	\$25.86	\$ 26.51	\$ 27.30	\$ 28.12
Second Year	\$26.59	\$ 27.25	\$ 28.07	\$ 28.91

Instructor

	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
Rate	\$25.74	\$ 26.38	\$ 27.17	\$ 27.99

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Internal Security Officer	1-Jan-04	1-Jan-05	1-Jan-06	1-Jan-07
Start	\$15.65	\$ 16.04	\$ 16.52	\$ 17.02
From 7 months	\$16.43	\$ 16.84	\$ 17.35	\$ 17.87
From 19 months	\$17.25	\$ 17.68	\$ 18.21	\$ 18.76
From 32 months	\$18.11	\$ 18.57	\$ 19.12	\$ 19.70
From 49 months	\$19.02	\$ 19.50	\$ 20.08	\$ 20.68

MEMORANDUM OF UNDERSTANDING

By and Between

Community Transit

And

Amalgamated Transit Union, Local 1576

As part of the resolution of the collective bargaining agreement, and in recognition of the fact that the previous agreement expired at the end of 2003, the parties agree to a one year bridge contract for the period January 1, 2004 through December 31, 2004. This bridge contract shall contain the same terms and conditions of employment as the previous contract with the exception that wages will be increased across the board by 2.25%, retroactive to January 1, 2004 for all employees employed on the date this Memorandum of Understanding is executed and for all employees who have retired between January 1, 2004 and the date this Memorandum of Understanding is executed.

Dated this 6th day of October, 2005

Dated this 6th day of October, 2005

For Snohomish County Public
Transportation Benefit Area Corporation,
dba Community Transit

For Amalgamated Transit Union (ATU) Local
No. 1576



Joyce Olson
Chief Executive Officer



Kathleen M. Custer
President & Business Agent



Jim Turpie
Chief Operating Officer



Melinda April
Vice President & Assistant Business Agent

MEMORANDUM OF UNDERSTANDING

Between

Community Transit

And

Amalgamated Transit Union, Local 1576

With respect to

HOLIDAY SCHEDULING TEST

In general contract talks, the parties discussed whether the agency's ability to provide reliable service on holidays would be compromised if rules regarding holiday scheduling were changed to conform to regular work scheduling rules. Since the matter is of mutual importance but the effects of such a change cannot be predicted with accuracy, the parties have agreed to test out the theory.

Background On the Problem

Employees who volunteer to work a holiday and have been scheduled for that work currently may not withdraw from that work without forfeiting their holiday pay. Employees volunteer for holiday work several weeks before the holiday and the company normally has many more volunteers than the work requires. An employee who withdraws from the schedule after it has been posted forfeits their holiday pay, although there have always been enough additional volunteers that the work could be covered without difficulty.

Normal rules of work require the employee to notify the company within a certain time frame before sign in. Provided they have given proper notice and have a sick leave balance available for their use, the absence is excused.

Proposed Test Rules for those Who Volunteer for Holiday Work:

Employees scheduled to work holidays from the volunteer sign-up list may withdraw their services and retain their holiday pay provided they give sufficient notice.

1. Employees who notify Manpower Scheduling *before 2:00 p.m.* on the day before the holiday may withdraw their services and retain their holiday pay.
2. Employees who notify Dispatch of their illness *at least one hour before* their scheduled sign-on time for the holiday will receive holiday pay for the day, provided they have a sick leave balance equal or greater than their scheduled holiday shift.

The parties agree to test this approach out for several major holidays and evaluate its effectiveness. Our ability to maintain service by redistributing work to other volunteers on the list is the key criteria we will use in evaluating the effectiveness of this approach.

During the test, the Union and CT will review holiday staffing results after each holiday. The test will run for one year from the execution date of this MOU but may be terminated early if holiday staffing isn't maintained. If holiday staff is maintained for one year, then the MOU will continue for the term of the labor agreement.

Agreed this 6th day of October 2005.

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

For AMALGAMATED TRANSIT
UNION LOCAL NO. 1576 ("ATU")


Joyce Olson
Chief Executive Officer


Kathleen Custer
President & Business Agent


Jim Turpie
Chief Operations Officer


Melinda April
Vice President & Assistant Business Agent

MEMORANDUM OF UNDERSTANDING

Between

Community Transit

And

Amalgamated Transit Union, Local 1576

With respect to

Article 9.1

As part of resolution of the collective bargaining agreement, Community Transit agrees to withdraw a portion of its proposal for a change to Section 9.1 of the existing collective bargaining agreement. As part of the agreement to withdraw this proposal, the ATU acknowledges that it cannot use the fact of the withdrawn proposal against Community Transit in subsequent proceedings, including but not limited to grievances, arbitrations, or ULP hearings.

Moreover, the parties acknowledge that they intend to abide by the express language of Section 9.1 of the new collective bargaining agreement, regardless of action or inaction on certain similar provisions under previous contracts. This Agreement does not extend to interpretation of ambiguous language or allegations of enforceable past practice that are not addressed in the collective bargaining agreement.

Agreed this 6th day of October 2005.

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

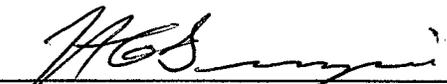
For AMALGAMATED TRANSIT
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