

AGREEMENT

By and between

KITSAP TRANSIT

And

**EVERGREEN STATE DIVISION NO. 1384 OF
THE AMALGAMATED TRANSIT UNION
AFL-CIO**

(ACCESS SERVICE)

May 1, 2004 – April 30, 2007

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AGREEMENT

By and between

KITSAP TRANSIT

And

**LOCAL NO. 1384 OF THE
AMALGAMATED TRANSIT UNION
AFL-CIO**

FOR ACCESS OPERATORS

PREAMBLE

This Agreement is between Kitsap Transit, hereinafter referred to as the "Employer" and Local No. 1384 of the Amalgamated Transit Union, AFL-CIO, hereinafter referred to as the "Union."

SCOPE AND PURPOSE

The purpose of this Agreement is to provide through collective bargaining for fair and equitable relations between the Employer and the Operators; to secure an amicable and fair disposition of grievances, to permit efficient operation of the Employer's business, and to protect the interests of the public. It is the intent of Kitsap Transit and the Union to achieve and to sustain maximum productivity per Operator during the term of this Agreement. In return to the Employer for the wage rates and working conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of Operator performance and efficiency consistent with safety, good health and sustained effort.

ARTICLE 1 - RECOGNITION AND BARGAINING AGENT

The Employer hereby agrees to recognize and accept the Union as the sole exclusive bargaining agent for all Operators in the classifications listed in Article 8.

ARTICLE 2 - UNION SECURITY

Section 1 - Membership

All Operators coming under the terms of this Agreement who are presently employed or who may be employed hereafter shall be required to join the Union within thirty-one (31) days of the date of employment and shall be required, as a condition of continued employment, to pay an initiation fee and the regular monthly dues, or pay equivalent amounts to the Union as agency fees.

Section 2 - Religious Exemption

If an Operator is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity mutually agreed upon between the Employer and the Union.

Section 3 - Dues Deduction Procedure

- A. The Employer agrees that on or before the fifteenth (15th) day of each month, it will check off and remit to the Financial Secretary of the Union from the pay of each Operator who is a member of the Union and who has authorized the Employer in writing, all membership dues, initiation fees, and assessments in the Union.
- B. The Union shall inform the Employer in writing of the amount of the deduction to be made from the wages of each member. The Employer agrees to remit to the duly authorized officer of the Union the aggregate of such deductions, together with a list of names of the Operators from whose wages such deductions have been made.
- C. The Employer will honor every authorization received under this provision unless it has been revoked in accordance with its terms by notice in writing to the Employer. The Employer will advise the Union in writing of the receipt by the Employer of any written notice revoking a check-off authorization, listing the name of such Operator or Operators and specifying the date of receipt. The Employer agrees to notify the Union, within five (5) days when new Operators, whether regular or part-time, are hired and when Operators are no longer employed by the Employer. Regular forms are to be furnished by the Union. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders, and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf.

Section 4 - COPE Check-Off

The Employer agrees to deduct and transmit to the Union for their transmission to the Amalgamated Transit Union Committee on Political Education (ATU-COPE), the amounts

specified by each Operator from the wages of those Operators who voluntarily authorize such contributions on the forms provided for that purpose by the ATU-COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names and social security numbers of those Operators for whom such deductions have been made and the amount deducted for each such Operator.

ARTICLE 3 - NON-DISCRIMINATION

There shall be no discrimination by the Employer in hiring, promotion or other aspects of employment because of age, sex, race, creed, color, national origin, religion, disability or sexual orientation except as specifically exempted by a bona fide occupational qualification. No Operator will be discriminated against because of his or her affiliation or activity in the Union. Likewise, there shall be no discrimination by the Union in its activities because of age, sex, race, creed, color, national origin, religion, disability or sexual orientation.

ARTICLE 4 - MANAGEMENT'S RIGHTS

Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part thereof. The Employer retains all prerogatives, functions and rights not specifically limited by this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subject covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

1. To direct and supervise all operations, functions, and policies of which the Operators in the bargaining unit are employed.
2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to

fulfill and implement its responsibilities and may do so by oral or written work rule, existing or future.

5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
6. To create, delete, or modify routes, shifts, and hours of work and work locations.
7. To designate and to assign all work duties.
8. To introduce new and revised existing duties within the unit.
9. To determine the need for and the qualifications of new Operators, transfers and promotions.
10. To discipline, suspend, demote or discharge an Operator.
11. To determine the need for additional educational courses, training programs, on-the-job training, and cross training and to assign Operators to such duties for periods to be determined by the Employer.

The rights of Operators in the bargaining unit and the Union hereunder are limited to those set forth in this Agreement.

The exercise of any Employer prerogative, function, or right that is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

ARTICLE 5 - PROBATIONARY PERIOD

The probationary period for all ACCESS Operators shall be six (6) months. An Operator may be terminated by the Employer during the probationary period without right to the grievance procedure or arbitration process. If requested by the Operator, an internal hearing with the Operations Director may be scheduled to review any probationary termination action. If requested by the Operator, a union representative may be present at the meeting with the Operations Director.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1 - General

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in

the grievance procedure. There shall be no suspension of work or interference with the operations of the Employer.

- B. For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. All grievances shall be reduced to writing. The grievance shall specify the act or event grieved, date of occurrence, provision of Agreement violated and remedy sought.
- C. Post-probationary Operators may grieve disciplinary actions involving suspension or dismissal through the arbitration step. Written reminders and decision-making leave discipline may be grieved only through the mediation step. Oral reminders may not be grieved.
- D. Operators, while on probation, may grieve any provision of this Agreement, except for disciplinary actions or termination.

Section 2 - Procedure

- A. Prior to filing a grievance at step 1, the Employer and the Union will meet to define the issue in question and to share information and joint fact-finding in an attempt to resolve the issue. This process may be used at subsequent steps of the grievance procedure, if the Union and the Employer agree it would be beneficial. The maximum period allowed for the informal joint fact-finding is ten (10) working days after knowledge of the occurrence. The timelines for filing a grievance will not begin until either the end of the fact-finding period or when (if) the Union chooses to file the grievance during the fact-finding period. The Union will notify the Employer when and if this fact-finding period begins.
- B. If the issue cannot be resolved informally, the following procedure for filing a grievance shall be used.

Step 1 Within ten (10) working days of the fact-finding period, if activated, or within ten (10) working days after the occurrence or within the time the Operator should have had knowledge of the occurrence of the event being grieved, the Operator affected or Union Shop Steward shall submit his grievance in writing to the Operations Director. The grievance shall include a statement of the issue and relevant facts, the specific provision of the Agreement violated, and the remedy sought. If a meeting is held, the Operator may have a Union representative present. The Operations Director shall give an answer in writing within ten (10) working days of the meeting. If no meeting is held, the response shall be within ten (10) working days of receipt of the grievance. If the grievance remains unresolved, then it may be referred to Step 2 within seven (7) working days of the Director's response.

Step 2 The grievance shall be presented by the Union Business Representative or his designee to the Executive Director. The Executive Director shall schedule a meeting within ten (10) working days to hear the grievance. The Executive Director shall respond

in writing within ten (10) working days of the meeting. It is the responsibility of the Operator or Shop Steward to provide copies of the grievance to the Union office. The Employer will provide a copy of the grievance response to the Union office and to the Shop Steward.

Step 3 If the grievance is not satisfactorily settled at Step 2, the original written grievance may be submitted to mediation through the Public Employment Relations Commission (PERC) within fifteen (15) working days of the Step 2 response by either party. If the recommendations of the mediator are not acceptable to either party, either party may request arbitration per the steps outlined in Section 4.

Section 3 - Timeliness

- A. All grievances shall be processed in a timely manner. Failure of the Operator or the Union to submit the grievance within these time limits shall constitute abandonment of that specific grievance. Failure of the Employer to reply within the specified time limits shall automatically move the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union, or the Operator stating that the matter has been resolved. The deadlines may be extended upon mutual agreement by the Union and the Employer. If the deadline is extended, the new date will be put in writing by the party requesting the extension.
- B. For the purpose of this article, “working days” shall mean Monday through Friday, normal business days of the Employer.

Section 4 - Arbitration

- A. In the event no agreement is reached, either party may request arbitration in writing within fifteen (15) working days of the Executive Director's decision or the PERC mediation meeting. Both parties agree that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 of the grievance procedure.
- B. The Employer and the Union shall request that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) impartial persons qualified to act as arbitrators. The request to FMCS, either jointly by both parties or unilaterally by one party, may specially request that the arbitrator list include arbitrators from the states of Washington and Oregon. The parties shall meet within five (5) working days after the receipt of such a list. If they cannot mutually agree on one of the listed arbitrators, then the parties will each strike one arbitrator's name from the list of seven (7) and shall then repeat this procedure until there is only one name remaining. The person shall be the duly selected arbitrator. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.
- C. The arbitrator shall not have the power or authority to add to, or subtract from, or modify the terms of this Agreement.

- D. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein defined; and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and all grievances as herein defined.
- E. The arbitrator's fee and expenses shall be borne equally by both parties. Any formal recordings of the procedure will be the sole property of the party requesting and paying for it.

Section 5 - Medical Disputes

A situation involving an Operator who is removed from service or refused permission to return to work from sick leave or a leave of absence due to a physical or mental disability preventing the Operator from performing all of his duties will be handled in the following manner:

Step 1 The Operator shall present to the supervisor a medical release from his physician that authorizes the Operator to perform essential functions of his position. In the absence of such a medical release, the parties must agree that no dispute exists. If the supervisor does not accept the medical release, the Employer will, at its expense, refer the Operator to a physician of its choice for a medical examination. If the Employer's physician authorizes the Operator's return to work, the Operator will be allowed to work, and the Employer agrees to pay all back wages and benefits from the date of the Operator's original medical release. In the event the Employer's physician does not authorize the Operator's return to work and the Operator still wishes to work, the Employer and Union will meet to resolve the issue. If no agreement can be reached, the Union may submit the matter to medical arbitration, as outlined in Step 2.

Step 2 When the Operator's physician and the Employer's physician disagree on whether the Operator may return to work, the two physicians shall discuss the issue. In the event these physicians cannot resolve the issue, the two physicians shall select a third physician who is a specialist in the appropriate field of medicine. The third physician shall serve as an arbitrator and will examine the Operator to determine whether the Operator can perform the essential functions of the position. The decision of the medical arbitrator shall be final and binding on the parties. The fees and expenses of the medical arbitrator shall be borne by the Employer. Should the medical arbitrator rule in favor of the Operator; the Operator shall be returned to work without loss in seniority. The medical arbitrator shall determine the date upon which the Operator, in the arbitrator's opinion, was able to fully perform the duties of his position. The Operator shall receive all back pay and benefits from that date. The power and the authority of the medical arbitrator shall be strictly limited to determining whether the Operator can perform the essential functions of the position. The medical arbitrator shall not have the authority to add to, subtract from, or modify the Employer's job descriptions.

ARTICLE 7 - DISCIPLINE

Section 1 - General

- A. An Operator who has not completed his probationary period may be suspended without pay or dismissed for cause.
- B. An Operator shall be given the opportunity to attach a response to a written disciplinary notice prior to its insertion into his personnel file.

Section 2 - Time In Personnel File

For all incidents except those under the excessive absenteeism and customer comment policies, the following policy applies:

- A. Oral and written reminders and notices of decision-making leave shall be removed from the Operator's personnel file after twelve (12) months if no further incident occurs in the twelve (12) month period.
- B. A notice of suspension shall be removed from the Operator's personnel file after eighteen (18) months if no further incident occurs in the eighteen (18) month period.
- C. See Excessive Absenteeism and Customer Comment Policies for time limits for incidents occurring under these policies.

Section 3 - Time Limits To Issue Discipline

- A. The Employer agrees that it will issue the notice of discipline to the Operator eleven (11) working days from the date of knowledge of all occurrences except for vehicle accidents and customer complaints.
- B. For vehicle accidents, the eleven (11) working days will begin from the date of the memo of preventability determination. According to the Kitsap Transit Safety Committee guidelines, the determination will be issued to the Operator within ten (10) working days of the accident or if no determination can be made within that time limit, the Operator will be notified in writing.
- C. For customer complaints, the disciplinary notice must be given to the Operator within fifteen (15) working days from the date the complaint is first received by the Customer Service Office or other Kitsap Transit staff.
- D. For purposes of this article, "working" days means Monday through Friday.

- E. It is understood by all parties that the above time limits do not preclude the Employer from taking additional disciplinary action if new facts are brought to light about the incident or issue at a later date.
- F. In unusual circumstances, with written agreement and approval by both the Union and the Employer, the time limits for taking disciplinary action may be extended.
- G. The discipline letter will be given to the employee, with copies given to the Chief Shop Steward and mailed to the Union.

ARTICLE 8 - CLASSIFICATIONS OF EMPLOYEES

1. **Full-time Operator** - shall mean a person employed full-time to work on a bid basis and guaranteed thirty-five to forty (35 - 40) hours of work per week.
2. **Extra-Board Operator** - shall mean a person available to work all service on a scheduled basis as needed and guaranteed thirty (30) hours of work per week.
3. **Part-time A Board Operator** - shall mean a person available to work all service on a scheduled or bid basis and guaranteed fifteen (15) hours of work per week.
4. **Part-Time B Board Operator** - shall mean a person employed to work on a scheduled or bid basis with limited availability and with no guarantee.

ARTICLE 9 - SENIORITY

Section 1 - Seniority Rights

- A. Seniority for all Operators shall be defined as the length of continuous service and shall begin from the day of hire by Kitsap Transportation Services (if hired before April 16, 1995) or Kitsap Transit (if hired April 16, 1995 or later).
- B. One seniority list will be maintained with the following exception. If an Operator elects to move up to the next board, and he has an earlier date of hire than Operators higher on the board than him, he will move to the bottom of the higher board. If an Operator elects to move down a board, his place on the new board will be determined by his date of hire.
- C. A Part-time Operator hired before April 15, 1995, who desires to move from part-time to full-time status, shall first enter the bottom of the extra board and remain on the extra board for one (1) year before bidding a full-time position. At any bid subsequent to one (1) year, he may bid a full-time piece of work, and he will move to the bottom of the full-time board and move up that board based on seniority on the full-time board. If he chooses to remain on the extra board, he will move up on that board based on seniority accrued on the extra board.

- D. For all Operators, seniority within classification shall be used in bids of route packets, assignment of work, vacation bids and five-day leave bids, according to Articles 12, 13, and 16.
- E. In the case of two (2) or more Operators hired on the same day, seniority shall be calculated by date of birth, with the earliest birth date having the highest seniority. Calculation of earliest birth date is first by month, then day, and if those dates are the same, the Operator with the lowest last four social security digits becomes the most senior.

Section 2 - Termination

An Operator shall lose all seniority in the event of a voluntary or involuntary termination.

ARTICLE 10 - LAYOFF AND RECALL/REDUCTION OF SERVICE

- A. All Operators will be laid off based on inverse order of their hire date. Remaining Operators must accept the work hours offered by the Employer or be subject to layoff.
- B. Full-time Operators, who accept part-time work in a reduction of service, maintain seniority rights for return to full time status.
- C. Operators are eligible for reinstatement for eighteen (18) months following layoff. To be eligible for recall, an Operator laid off must keep the Employer informed of his address and phone number. Notices of recall shall be sent to the Operator by certified or registered mail. An Operator must respond to the designated person in the recall notice within ten (10) days of receiving the notice. Operators failing to respond within ten (10) days or who decline the position offered shall be deleted from the seniority list.

ARTICLE 11 - STRAIGHT AND SPLIT RUNS, SPREAD TIME AND OVERTIME

Section 1 - Definition of Straight and Split Runs

- A. Seven (7) to eleven (11) hours shall constitute a normal day's work and shall be worked in a span of not more than fifteen (15) hours. The Employer shall endeavor to arrange split routes to minimize the amount of spread time as long as it is economically efficient for the Employer.
- B. Breaks will not be pre-scheduled but will be given at convenient times during the day and are paid. No Operator will be required to work more than five (5) consecutive hours of drive time without a meal break.

Section 2 - Overtime

- A. Operators shall receive time and one-half (1½) if their total work time exceeds forty (40) hours per workweek.
- B. The workweek is defined as the period between 12:01 a.m. Sunday through 12:00 midnight the following Saturday.
- C. All meetings, including training, will be paid at the Operator's current wage and in accordance with applicable federal or state wage laws. Overtime at time and a half (1½) will be paid only if the length of the meeting puts the Operator's time worked over forty (40) hours per workweek.
- D. Overtime at time and one half (1½) shall also be paid if the span of the split run exceeds fifteen (15) hours.

Section 3 - Compensatory Time

Each employee may elect to receive compensatory time in lieu of overtime. One (1) hour of overtime equals one and one-half (1½) hours of compensatory time. Compensatory time can be accumulated in a bank up to a maximum of eighty (80) hours. During the calendar year (January 1 through December 31), an employee may request to be paid for unused compensatory time up to the maximum of eighty (80) hours, in eight (8) hour increments. Once an employee has accrued eighty (80) hours, any hours accrued over the eighty (80) hour limit will automatically be paid on the following paycheck. Compensatory time may only be used at a time that is mutually agreeable between the employee and the employer for any day's work (whole or in part), with a minimum usage of one and one-half (1½) hours. An employee may only carry over eighty (80) hours of compensatory time into the following calendar year.

Section 4 - Overtime Assignment of Work

Overtime will be assigned in the following priority: Extra-Board Operators, Full-time Operators and Part-time Operators.

ARTICLE 12 - FULL-TIME OPERATORS

Section 1 - Number of Runs and Guarantees

- A. Service shall be made into regularly assigned packets as far as the required hours of service permits. Unless funding reductions occur, the Employer will maintain a roster of no less than thirty-eight (38) Full-time Operators guaranteed thirty-five to forty (35 - 40) hours of work per week. Full-time guarantees will be paid at the posted bid hours for the week. The Employer shall maintain straight runs of not less than ninety percent (90%) of all bid runs.
- B. An Operator shall receive his guarantee unless he has any leave without pay during the workweek.

- C. Twenty (20) Full-time Operators shall have guaranteed start and end times. An additional nine (9) shall have guaranteed start times. An additional nine (9) shall have guaranteed end times. For Full-time Operators with guaranteed end times (those with guaranteed start and end times and those with guaranteed end time only) management will make every effort to honor those end times. See 12.2.c. Operators who have adjustable start times must call the Assignment Line daily.
- D. The assignment of the next day's work for report times from 3:25 a.m. to 6 a.m. will be posted on the assignment line by 6:30 p.m. the prior evening. For work with report times of 6:01 a.m. and later, the next day's assignments will be posted no later than 8:00 p.m. the prior evening.
- E. All Full-Time Operators with adjustable start times are required to call the assignment line every day, except the day prior to their guaranteed day off (GDO).
- F. On a daily basis, a bid guaranteed start time may not be adjusted. For bid adjustable start routes, the start time may be adjusted up to one (1) hour earlier or up to thirty (30) minutes later than the posted time. On vacated bid pieces, the Employer retains the right to modify or cancel the route.
- G. The Employer may change the guaranteed times of each of the full-time Operators up to ten (10) times a year on a daily basis with permission of the affected Operator(s).
- H. Full-time Operators working straight and split runs shall receive their guarantees per week on a five (5) day workweek or a four (4) day workweek for all days on paid status.

Section 2 - Working Conditions

- A. All Full-time Operators shall have two (2) consecutive days off (GDO) in seven (7), whenever possible.
- B. Full-time Operators called on their days off for driving duties shall be paid at the rate of time and one half (1½) for all work performed and shall be guaranteed not less than four (4) hours of pay.
- C. Full-time Operators who are extended beyond their guaranteed bid end time shall be paid at straight time up to forty-five (45) minutes with no penalty. Over forty-five (45) minutes, daily overtime pay at time and one half (1½) will commence from the posted bid end time, in thirty (30) minute increments. This daily penalty pay is independent of any weekly overtime calculations. For Operators with bid split work, this provision applies only to the last route of the day. The time and one half (1½) does not apply to non-driving tasks, such as accident or incident reports, training time and meetings with supervisors.

- D. The employer and the union agree to revisit the issue of guaranteed end times in May 2005. See section 2.C above.

Section 3 - Bidding of Route Packets

- A. When a route or packet is to be canceled during a bid period, a rebid shall be conducted according to procedures in this section.
- B. If a route or packet changes up to one (1) hour for the remainder of the bid, then rebidding is unnecessary. The Employer has the right to make necessary adjustments to a maximum of three (3) bid packets per bid, with Operator permission.
- C. On a daily basis, the Employer will assign pieces of work or routes to replace portions of bid packets that are changed enough to cause a reduction in hours below thirty-five (35) per week for Full-time Operators. To the extent practical, the assigned routes will be close to the work or route they replace. On a daily basis, the Employer has the right to require the Operator to accept additional work as a result of extended routes caused by passenger demands.
- D. A Full-time Operator, who changes to a part-time Operator position (A or B Board) at bid time, has the right to return to his full-time position at any bid. However, his seniority on the full-time list will be frozen at the time of the change in status. His placement on the new board will be determined by his hire date. A subsequent request for change in status must have the approval of the Operations Director. If approved, it will result in the loss of the full-time position. Instead, the Operator will remain according to his seniority on the list of his new position and will accrue board seniority from the date of the change in status. This section will not apply if the Employer requests the Operator to change status for a bid.
- E. Operators shall bid by seniority. An Operator may bid an extra board package at any bid. He shall be governed by the provisions of the extra board, and he shall not lose seniority by doing so.

Section 4 - Return To Work Procedures

- A. Full time Operators who have bid and return to work in the middle of the bid week will be assigned the largest piece of work on a daily basis for the remainder of the first week back at work. Beginning the second bid week, they will resume their bid piece.
- B. Full time Operators who did not bid and return to work during the bid period will go to the bottom of the Full-time Board and be eligible for any hold-down pieces offered. Otherwise, they will be assigned to the largest piece of work on a daily basis, up to 40 hours per week, ahead of Extra Board Operators.
- C. Seniority for assignment of work for Full-time operators who return to work during a bid is determined by the time and date of return and not the date of original hire.

- D. The Full-time Operator will retain the benefits of his permanent classification.
- E. In order to be put back on the schedule, a Full-time Operator who returns to work must submit Return To Work (RTW) paperwork during normal business hours, Monday through Friday, but no later than 3:00 p.m. Friday, except for return to work purposes of the bid.

Section 5 - 4-Day Workweek

The Employer and the Union agree that management may establish a 4-day workweek for Full-time Operators guaranteed thirty-five to forty (35-40) hours of work per week. This work shall follow the language of Article 12, Section 1.A. The following conditions will apply:

- A. Hours of work will be established per Article 11, Section 1.
- B. Overtime will be in compliance with Article 11, Section 2.
- C. Holiday pay will be paid at posted bid hours.
- D. If the Operator takes a regularly scheduled workday off, he will be paid at the posted bid for that day or up to forty (40) hours for the week if using general leave. For the week the Operator may use general leave/comp time to make up the difference.
- E. General leave will continue to accrue per Article 16, Section 1.
- F. The Employer has the right to determine whether a 4-day workweek will continue to be offered, in order to meet service demands.

Section 6 - Change

This article may be changed by mutual agreement of the Employer and the Union.

ARTICLE 13 - EXTRA-BOARD OPERATORS

Section 1 - Posting of Assignments

- A. The assignment of the next day's work for report times from 3:25 a.m. to 6 a.m. will be posted on the assignment line by 6:30 p.m. the prior evening. For work with report times of 6:01 a.m. and later, the next day's assignments will be posted no later than 8:00 p.m. the prior evening.
- B. All Extra-Board Operators are required to call the assignment line every day, except the day prior to their guaranteed day off (GDO). Operators must call the assignment line the day prior to their preferred day off.

C. The Employer shall determine the number and composition of extra-board positions.

Section 2 - Guarantees and Availability of Extra-Board Operators

- A. Extra-Board Operators shall be available to work any of the Employer's service hours.
- B. Extra-Board Operators shall receive a weekly guarantee of thirty (30) hours a week. An Operator shall receive his guarantee unless he has any leave without pay during the workweek.
- C. Extra-Board Operators shall receive one (1) guaranteed day off (GDO). The Employer will offer selection of an additional preferred day off at bid time. Depending on service needs, the Employer may not honor the preferred day off. Operators must call the assignment line daily except the day before their guaranteed day off (GDO). Two (2) Extra-Board bid pieces shall offer two (2) guaranteed days off (GDO's).

Section 3 - Selection of Runs

- A. Extra-Board Operators shall bid in seniority order. They will bid from the remaining Full-time or Extra-Board packages. An Extra-Board Operator who selects a full-time package shall be governed by the provisions of the Full-time Operators. He will not lose seniority on the extra board nor gain full-time seniority by doing so. Operators who select extra-board packages will be assigned work by seniority order per Section 4 of this Article.
- B. Daily route assignments will have adjustable start and end times based on service needs.
- C. Extra-Board Hold-down Procedures
 - 1. A hold-down is defined as any route assignment that is open for a full week (Sunday through Saturday) to fill a vacancy by a Full-time Operator.
 - 2. An Extra Board Operator in the hold-down mode will assume the same route(s) and days off as the Operator he is replacing. The hold-down route start and end times may be adjusted, as posted on the bid, for the duration of the hold-down.
 - 3. Extra Board Operators electing hold-downs will select by seniority. Operators will either hold-down vacancies in weekly increments or will be assigned the largest piece of work on a daily basis up to forty (40) hours. All hold-down positions offered must be filled. A senior Extra Board Operator may accept a weekly assignment or pass it to a less senior Extra Board Operator. The least senior Extra Board Operator must accept a hold-down vacancy.
 - 4. Operators in a hold-down mode shall be required to call the assignment line, except the day before the posted GDO.

Section 4 - Assignment of Work

- A. On a daily basis, all open work not assigned to Full-time Operators will be assigned in seniority order by board position to available Operators. First, the most senior Extra-Board

Operator will receive the largest work piece, up to forty (40) hours per week, then the next Operator will receive the next largest piece, and so on down the list. After work is assigned to the Extra-board, other open work will be assigned to available Part-time A Board, and then Part-time B Board Operators.

- B. Any additional open work will then be offered to Part-time B Board Operators who are not scheduled to be available. If work still exists after assignments have been made according to section A above, the work will be assigned in the following order:
1. Part-time A-Board on their PDO, by inverse seniority.
 2. Extra-Board Operators on their PDO, by inverse seniority.
 3. Part-time A-Board Operators on their GDO, by inverse seniority.
 4. Extra-Board Operators on their GDO, by inverse seniority.
 5. Full-time Operators on their GDO, by inverse seniority.
- C. If work becomes available after assignments are posted on the assignment line and/or with more than two (2) hours notice, the work will be assigned in seniority order. The assignment will be to whomever has not yet been assigned work, is available and will not exceed forty (40) hours for the workweek. Otherwise, the work will be assigned at the discretion of the Employer.
- D. Extra-Board Operators assigned work or called in for driving duties, either on their day off or a workday shall be paid not less than two (2) hours for each report.
- E. If an assignment of overtime is necessary, it will be assigned according to Article 11, Section 4.
- F. In order to be put back on the schedule, an Extra-Board Operator who returns to work must submit Return To Work (RTW) paperwork during normal business hours, Monday through Friday, but no later than 3:00 p.m. Friday, except for return to work purposes of the bid.

Section 5 - Change

This Article may be changed by mutual agreement of the Employer and the Union.

ARTICLE 14 - PART-TIME OPERATORS

Section 1 - Number of Boards and Posting of Assignments

- A. There will be two (2) boards:
1. Part-time A Board
 2. Part-time B Board

- B. The assignment of the next day's work for report times from 3:25 a.m. to 6:00 a.m. will be posted on the assignment line by 6:30 p.m. the prior evening. For work with report times of 6:01 a.m. and later, the next day's assignments will be posted no later than 8:00 p.m. the prior evening.
- C. The Employer shall determine the number and composition of part-time positions available.

Section 2 - Guarantees and Availability of Part-time A Operators

- A. Part-time A Board Operators must be available to work any of the Employer's service hours.
- B. Part-time A Board Operators shall receive a guarantee of fifteen (15) hours a week. An Operator shall receive his guarantee unless he has any leave without pay during the workweek.
- C. Part-time A Board Operators must select one (1) guaranteed and one (1) preferred day off from the offered list. Depending on service needs, the Employer may not honor the preferred day off. Operators must call the assignment line daily except the day before their guaranteed day off (GDO). Operators must call the assignment line the day prior to their preferred day off (PDO).

Section 3 - Guarantees and Availability of Part-time B Board Operators

- A. Part-time B Board Operators may limit the days they are available to work. However, they must be available to work all of the Employer's service hours on their available days. Operators shall not be asked to work outside their availability unless a shortage of personnel exists. However, there will be no penalty if the Operator refuses additional work outside his availability.
- B. Part-time B Board Operators receive no guarantee of hours.
- C. B Board Operators must call the assignment line the day before their declared availability days, as bid.
- D. Each Part-time B Board Operator must select a minimum of one (1) holiday per bid that he is willing to work.

Section 4 - Selection of Runs

- A. Part-time A and B Board Operators may bid for a limited number of hours. If a work bid is conducted, it will be according to procedures in Article 15. Additional work will be assigned according to procedures in Section 5 of this Article.
- B. Part-time bid and daily route assignments will have adjustable start and end times based on service needs.

Section 5 - Assignment of Work

- A. On a daily basis, by seniority, work is assigned first to Full-Time, then Extra Board, then Part-Time A Board and B Board Operators.
- B. Any additional open work will then be offered to Part-time B Board Operators who are not scheduled to be available. If work still exists after assignments have been made according to section A above, the work will be assigned in the following order:
 - 1. Part-time A-Board on their PDO, by inverse seniority.
 - 2. Extra-Board Operators on their PDO, by inverse seniority.
 - 3. Part-time A-Board Operators on their GDO, by inverse seniority.
 - 4. Extra-Board Operators on their GDO, by inverse seniority.
 - 5. Full-time Operators on their GDO, by inverse seniority.
- C. If work becomes available after assignments are posted on the assignment line and/or with more than two (2) hours notice, the work will be assigned in seniority order. The assignment will be to whomever has not yet been assigned work, is available and will not exceed forty (40) hours for the workweek. Otherwise, the work will be assigned at the discretion of the Employer.
- D. Part-time A Board Operators assigned work or called in for driving duties, either on their day off or a workday shall be paid not less than two (2) hours for each report.
- E. If an assignment of overtime is necessary, it will be assigned according to Article 11, Section 4.
- F. Part-time Operators will be assigned work for the first six (6) months of employment at the discretion of the Employer.
- G. In order to be put back on the schedule, a Part-time Operator who returns to work must submit Return To Work (RTW) paperwork during normal business hours, Monday through Friday, but no later than 3:00 p.m. Friday, except for return to work purposes of the bid.

Section 6 - Change

This Article may be changed by mutual agreement of the Employer and the Union.

ARTICLE 15 – BIDDING PROCEDURES

- A. In January each year, management will create and post a bidding schedule for that year. Management will notify Operators who are on any medically related leave of the yearly calendar before February 1.

- B. There shall be a minimum of four (4) bids a year, to be completed by the end of the months of February, May, August and November. Service must be implemented no later than thirty (30) days after the bid is completed. The Employer reserves the right to schedule more bids based on service demands.
- C. The bid sheet will be posted for all Operators to review five (5) full days prior to the day the bid is conducted.
- D. When a route or packet is to be canceled during a bid period, a rebid shall be conducted according to procedures in this section.
- E. In the event that an Operator experiences unusual problems on a given run, the Operator and a Union official will meet with the Employer to work out a solution. If necessary to objectively assess the situation, the Employer may temporarily reassign the Operator to another run or the extra-board, if no run is available until the start of the next bid period. The temporarily vacated run will be assigned to the extra-board. The Operator will be paid his posted bid hours until the issue is resolved.
- F. An Operator on a medical leave of absence must submit an approved doctor's release to work by 5:00 p.m. the day before the posting of the seniority list. If the Operator is not able to start work on the first day of the bid, the Operator may not bid a piece of work.
- G. If personal contact is not made upon expiration of the Operator's bid time, then a union representative will be asked to bid for that Operator.
- H. Operators shall bid by seniority. A Full-time Operator may bid an extra board package at any bid. He shall be governed by the provisions of the Extra Board, and he shall not lose seniority by doing so. The board seniority list shall be posted three days before the bid is conducted.
- I. At any work bid, an Operator may bid another board position, such as Extra-Board to Part-time A Board or Part-time A to Part-time B Board (i.e. FT/EB to PTA or PTB Board). His placement on the new board will be determined by his date of hire. His seniority on the higher board will be frozen at the time of the change in status. At any subsequent bid, he may return to that higher board. Upon return, his placement will be determined by his adjusted board date. A further request to bid to a lower board must receive approval from Management. However, it will result in the loss of the Operator's position on the higher board. Instead, the Operator will remain on the lower board according to his seniority, and he will accrue board seniority from the date of the status change. This rule will not apply if the change in status is involuntary.
- J. Part-time Operators may bid for a limited number of hours. If a work bid is conducted, it will be according to procedures in this article. Additional work will be assigned according to Article 14, Section 5.

ARTICLE 16 - GENERAL LEAVE

Section 1 - Eligibility and Rate of Accrual

- A. Effective February 20, 2000 all Full-time and Extra-Board Operators shall accrue general leave as listed below. The earliest hire date for ACCESS Operators is April 16, 1995.

Years of Service	Days per Year	Accrual Rate per Pay Period
0 - 5	20	6.1539
Over 5 - 7	21	6.4616
Over 7 - 9	22	6.7693
Over 9 - 11	23	7.0770
Over 11 - 13	24	7.3847
Over 13 - 15	25	7.6924
Over 15 - 17	26	8.0001
Over 17 - 19	27	8.3077
Over 19 - 21	28	8.6154
Over 21 - 23	29	8.9231
Over 23 - 25	30	9.2308

- B. Part-time A Board Operators will accrue five (5) days (40 hours) of leave per year at the rate of 1.5384 hours per pay period.

Section 2 - Use of General Leave

- A. General leave is to be used as paid time off for any absence. This includes: illness, vacations, personal time off, and in conjunction with FMLA, STD, and as a supplement to Worker's Compensation time loss payments.
- B. Operators are eligible to use general leave as soon as it is accrued per the requirements listed below. General leave shall not be considered earned until the end of the pay period and not available for use until the next pay period.
- C. When an observed holiday falls within an Operator's vacation period, he will receive holiday pay instead of using a general leave day.
- D. If an Operator is on vacation on a payday, he may receive that check immediately before the start of his vacation, if he makes the request to the payroll office at least fourteen (14) days before the start of his vacation.
- E. For Full-time Operators, general leave will be paid at the posted bid time on a daily and weekly basis unless the Operator indicates he wishes to receive forty (40) hours of general leave for a week's absence. For Extra Board Operators, general leave will be paid at eight (8) hours on a daily basis or thirty-five (35) hours of leave for a week's absence. Part-time A Board Operators will be paid leave at four (4) hours per day or twenty (20) hours per week.

- F. Once an Operator begins to receive short-term disability payments, no general leave will be earned.
- G. A doctor's statement is required when a driver is relieved enroute due to any injury (personal or OJI) within his manifested time. A doctor's statement is also required upon return to work after an illness or injury of four (4) days or more. It may also be required in situations of suspected sick leave abuse.
- H. The ability to work regularly is a requirement for continued employment. Operators who are absent repeatedly or who abuse sick leave will be subject to disciplinary action. Discipline will be issued according to the Excessive Absenteeism Policy.
- I. An Operator must call in two (2) hours prior to the start of his shift if unable to report to work because of illness or injury. Shift, for the purposes of this section, shall be interpreted to mean the Operator's entire work assignment(s) for that day. When an Operator calls in sick, that Operator is considered sick for the full day.
- J. An Operator must notify the Employer by 3 p.m. the day before he expects to return to work. Failure to notify by 3 p.m. may result in forfeiture of the next day's assignment.
- K. An Operator may carry over General Leave to the next year that is equal to the number of hours actually accrued over the past 26 pay periods.
- L. All accrued, unused general leave will be paid upon resignation or retirement.
- M. In order to be put back on the schedule, an Operator who returns to work must submit Return To Work (RTW) paperwork during normal business hours, Monday through Friday, but no later than 3:00 p.m. Friday, except for return to work purposes of the bid.

Section 3 - Vacation and Five-Day Leave Bids

- A. The vacation bid will take place every January. The Employer has the right to determine the number of vacation slots open for bidding. Days selected are guaranteed days off. Operators will bid in one (1) week segments (Sunday through Saturday). Operators may combine general leave days, observed or floating holidays, and/or comp time to make up a full week. At the vacation bid, all Operators who accrue general leave may also bid up to five (5) single days of additional leave for the year, four (4) of them may be consecutive.
- B. The vacation bid will be posted one (1) week in advance of the actual bid for review by the Operators. The bid will be conducted during a two (2) week period. Once the vacation bids are completed, the updated vacation book will be available at the Window Dispatch area for review. Every effort will be made to assure that as many slots will be offered as possible.

- C. The order of bid shall be Full-time, Extra Board and Part-time A and then B Board Operators. Part-time A and B Board Operators may also bid one week at this time.
- D. Full-time and Extra Board Operators may only bid up to 100% of the amount of general leave they have accrued at the time of bid.
- E. Part-time A Board Operators may bid up to five (5) days of general leave, regardless of the amount of leave they have accrued at the time of bid. If an Operator has insufficient or no general leave available when he takes his vacation, he will take the time off without pay.
- F. An Operator must take his bid vacation, unless he notifies the Employer in writing no later than twenty-one (21) days before the start of his vacation of his desire to cancel his vacation and work instead. Any request later than that date may be denied.

Section 4 - Special Leave Request Procedure

- A. In addition to the usual leave request procedure, the Employer will establish a separate request procedure whereby Operators may submit requests in writing up to thirty (30) days in advance and receive a response within a day.
- B. Approval of days off will be made on a first come, first serve basis. If two (2) requests are received for one (1) slot at the same time, the most senior Operator will be given the day off.
- C. The Employer has the right to determine the days and number of slots available per day for leave requests.

Section 5 - Early-Off, Late Start and Out-Of-Service Requests

Operators may curtail their daily work assignment through an Early-Off, Late-Start, or Out-Of-Service Request. Operators are limited to a total of twelve (12) requests per calendar year. Requests may be submitted up to fourteen (14) days in advance. For Full-time Operators, general leave will be paid to make up any difference between hours worked and their posted bid time. Operators must notify Dispatch by 3:00 p.m. the day before to cancel the request. Requests beyond twelve (12) will be granted or denied on a case-by-case basis.

For Extra Board Operators, general leave will be paid to make up the difference between hours worked and 8 hours. For Part-time A Board Operators, it will be 4 hours. The Employer reserves the right to further modify a route to accommodate the Operator's request.

Section 6 - General Leave Payout Program

An Operator may request to be paid for up to eighty (80) hours of general leave time in lieu of time off during each calendar year if he meets the following conditions:

- A. Before a request for payment can be made, the Operator must have used at least eighty (80) hours of General Leave in the twelve (12) months prior to the request.
- B. After payment, the Operator must have a minimum of sixty (60) hours general leave balance. Operators must still meet vacation bid requirements in Section 3.
- C. Requests must be made in no less than 40-hour increments.

Section 7 - Change in Positions

If an Operator changes his classification either voluntarily or at the request of the Employer, he will receive benefits for that board.

Section 8 – Bereavement Leave

If an employee’s spouse or a child, parent, brother, sister, grandparent, or a grandchild of an employee or his/her spouse dies, bereavement leave will be authorized for up to ten (10) calendar days (more, with Operations Director approval). If available, general leave must be used to cover this period. Bereavement Leave will be considered an excused absence. The Operations Director may, at his sole discretion, grant Bereavement Leave for persons other than those listed above where a close family relationship exists. Management may require that an Operator present documentation of the death.

ARTICLE 17 – HOLIDAYS

Section 1 - Observance

- A. The following are holidays for Full-time, Extra-Board and Part-time A Board Operators:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday x2 (see Section G below)

- B. All Full-time Operators, except those on a four (4) day workweek, who work on a holiday, will be paid eight (8) hours of holiday pay plus time and one-half (1½) the applicable rate for work performed. Operators on a four (4) day workweek shall be paid for eight (8) hours of holiday pay or their bid time, whichever is greater, if they work on a holiday, plus time and one-half (1½) for work performed.
- C. If a Full-time Operator takes the holiday off or it is his regularly scheduled day off on the holiday, he shall be paid eight (8) hours of holiday pay, or his posted bid time, whichever is greater.
- D. Extra-Board Operators shall receive a prorated amount of pay for the above eleven (11) holidays. The pay shall be prorated according to the number of hours paid the week before the holiday divided by five (5) and rounded to the nearest one-tenth (1/10) hour. Calculations shall be done on a weekly basis.
- E. Part-time A Board Operators shall receive four (4) hours pay for the above eleven (11) holidays. Part-time B Board Operators shall receive four (4) hours pay for each of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- F. All Operators will observe legal holidays in accordance with the published Employer calendar. When the holiday falls on a Sunday, the following Monday is the observed day. When a holiday falls on a Saturday, the prior Friday is the observed holiday.
- G. The days of the floating holiday shall be mutually agreed upon by both the Operator and the Employer. To be eligible for these holidays, Operators must have been continuously employed by Kitsap Transit for four (4) months or more in the calendar year. Operators are not eligible to carry over the floating holidays into the next year.
- H. An Operator shall receive pay for the above holiday provided he is in a paid status on the regularly scheduled work day prior to and immediately following the holiday.

Section 2 - Assignment of Holiday Work

A. All Contract Holidays

Operators must be willing to work any hours and location assigned to them, including split shifts. There will be no guaranteed report and end times. The Employer may combine runs to produce pieces of work up to eleven (11) hours for all assignments.

B. General Work Assignment Conditions

1. All Full-time Operators, unless they have volunteered to work will be presumed to have the day off.

2. Management will post a volunteer sign-up sheet in Dispatch, seven (7) working days prior to the holiday. Proxy sign-ups from outstations will be accepted. Since the list will come down and scheduling will begin two (2) working days before the holiday, Operators must sign up at least three (3) working days before the holiday.
3. Management may renumber any route.
4. All Operators must call the Assignment Line the day before the holiday, unless they have an approved leave for the day.
5. Work is assigned to Operators in the following order:
 - a. Full-time Operators who volunteer and are on the list;
 - b. Extra-Board Operators on their regular workday;
 - c. Part-time A Board Operators on their regular workday;
 - d. Part-time B Board Operators on their regular workday or a holiday(s) they had selected to work;
 - e. Part-time A-Board on their PDO, by inverse seniority.
 - f. Extra-Board Operators on their PDO, by inverse seniority.
 - g. Part-time A-Board Operators on their GDO, by inverse seniority.
 - h. Extra-Board Operators on their GDO, by inverse seniority.
 - i. Full-time Operators who did not volunteer to work, by inverse seniority.

C. Change

This section may be changed by mutual agreement of the employer and the union.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1 - Approved Leave of Absence Without Pay

- A. A leave of absence without pay shall mean an Operator who is absent and who is not on paid status or on paid general leave. The unpaid absence can be due to being out of general leave, on an approved LOA, on Worker's Compensation, on short-term disability, on family and medical leave (FMLA), or on other unpaid leave.
- B. The Operations Director may grant a post-probationary Operator a leave of absence without pay for up to six (6) months. An additional six (6) months may be granted, provided such leave could be scheduled without adversely affecting the operations of the Employer.
- C. A probationary Operator may be granted a leave of absence for the above period(s) of time for illness only by the Operations Director or designee.

- D. An Operator must present a request for leave in writing to the Operations Director or designee at least ten (10) days in advance of the intended start date unless the leave is due to illness or unforeseen emergency. Approval of requests will be based on a justifiable reason and the needs of the Employer at that time.
- E. Seniority shall continue to accrue for up to one (1) year for Operators who are on short-term disability, worker's compensation or FMLA. Part-time Operators, not eligible for short-term disability or FMLA, shall also be eligible for the one (1) year period, if their absence would have qualified them for one of these programs. Operators who have catastrophic illnesses that exceed the disability or FMLA program limits may also qualify for the one (1) year period, if the Operations Director agrees the absence meets the catastrophic definition.
- F. For leaves of absence for all other reasons, Operators will accrue seniority within their classification for thirty (30) days. After thirty (30) days, seniority will be frozen.
- G. No benefits (general leave and holidays) will accrue while on a leave without pay.
- H. Insurance will continue to be paid up to the first (1st) of the month following thirty (30) days of leave for those Operators who are out of leave time. If the Operator wishes to continue his insurance, he must pay the premium on his own.
- I. For those Operators on worker's compensation or short-term disability, insurance benefits will continue to be paid by the Employer for the duration of the program (as long as the Operator remains employed by Kitsap Transit), less the Operator contribution. For Operators on FMLA, medical benefits will continue to be paid by the Employer, less the Operator contribution.
- J. An employee may use all or retain some of his accumulated general leave before being granted a leave of absence without pay. If he chooses to retain any of his general leave, he must have the permission of the Operations Director.

Section 2 - Union Business Leave

- A. Operators elected or appointed to a full-time office in Local 1384 shall be granted a leave of absence upon request and shall continue to accrue seniority while on leave.
- B. If permitted by state law and/or the Employer's insurance carriers, the Operator in a full-time union office may continue to make contributions to PERS and the Employer's deferred compensation plans, and he and his dependents may continue to be covered under the Employer's medical, dental, disability and life insurance programs. The leave of absence will be designated as paid leave, and the Employer will be reimbursed monthly by the Union and/or the Operator for salary, retirement contributions, insurance premiums, and all other Employer paid costs. The Employer shall not be liable for any portion of these costs.

- C. If an Extra-Board or Part-time Operator is elected to a full-time office, he will receive full-time benefits, if approved by the Union's Executive Board.
- D. Other Operators may also be granted short leaves of absence for Union business provided reasonable advance notice is given to the Employer. If an Operator expects to be off for two (2) days or more, he will notify the Employer four (4) days in advance of the absence. No more than ten (10) working days will be allowed off for a single purpose.
- E. For absences of less than a day for grievance and other meetings, the Union will pay the Operator's time, including guarantee time if the Employer is unable to return him to work or there is a delay in between the end of the meeting and his return to work and the Employer causes the delay.

Section 3 - Jury Duty

Operators on jury duty or subpoenaed to appear in federal, state or municipal court, as long as they are neither the plaintiff nor defendant, will be allowed the difference between the compensation they would have earned had they remained on their assignment and the daily amount paid for jury duty. Included in this section is pay for being a witness for the Employer in cases where there is lost time. The Operator shall inform Dispatch as soon as he receives the notification.

Section 4 - Military Duty

Operators on reserve duty will receive their regular rate of pay for up to fifteen (15) workdays yearly. To calculate the rate of pay for Part-time Operators while on military duty, the hours worked the weeks immediately before and immediately after the duty will be averaged. The Operator shall submit to Dispatch any active duty orders as soon as they are received.

ARTICLE 19 - INSURANCE BENEFITS

Section 1 - Medical Benefits

- A. The Employer shall pay the following premium amounts for medical insurance.
 - 1. Full-time and Extra-board Operators – The employer shall pay 92.3% of monthly premium amounts for employee and dependents.
 - 2. Part-time A board Operators – The employer shall pay 92.3% of monthly premium amounts for employee and two (2) dependents only beginning the seventh (7th) month of employment.
 - 3. Part-time B board Operators – The employer shall pay 50% of the monthly premium for the employee only beginning the seventh (7th) month of employment.
- B. Insurance coverage will begin the first of the following month an Operator is eligible.

- C. Full-time and Extra-board Operators shall contribute 7.7% of the premium costs per month. Part-time A Board Operators shall contribute 7.7% of the premium costs per month for employee and two (2) dependents only. Part-time B Board Operators shall contribute 50% of the premium costs per month for the employee only.
- D. Part-time Operators may self-pay 100% of the premium costs per month for dependents who are not covered by the Employer. This provision applies only if the Operator regularly works twenty (20) hours a week.
- E. The employer shall reimburse the second \$100 of the deductible costs per person, up to a maximum of \$300 per family per year, for eligible employees enrolled in Premera Blue Cross.

Section 2 - Dental Insurance

The Employer shall pay the full premium amount of dental insurance for Full-time and Extra Board Operators and their dependents.

Section 3 - Life Insurance

The Employer shall pay the full premium cost of life insurance for each Full-time and Extra Board Operator (\$10,000 Life, \$10,000 AD & D). The Employer will make payroll deductions for Operators who elect additional Operator paid life insurance coverage.

Section 4 - Short-Term Disability

The Employer shall pay the full premium cost of short-term disability insurance for each Full-time and Extra Board Operator. The weekly disability amount shall be 66 2/3% of the weekly gross salary, not less than \$300 and not to exceed \$400 a week. Once the disability payment is in effect (either first day for accident or fourth day for illness), general leave may be paid to the Operator to equal 100% of his normal wage, if the Operator so requests.

Section 5 - Maintenance of Insurance Benefits

The Employer reserves the right to determine insurance carriers for life and disability benefits, provided the benefit levels are maintained.

Section 6 - Retirement

- A. All eligible Operators are required to join the Washington State Public Employees Retirement System upon date of hire or upon eligibility for the system.
- B. The Employer will process voluntary Operator deductions for the Union's IRA Plan.

Section 7 - Deferred Compensation

All Operators may participate in the Deferred Compensation Plan.

Section 8 - Change in Positions

If an Operator changes his classification either voluntarily or at the request of the Employer, he will receive benefits for that board. The only exception is when a Full-time Operator returns after a leave of absence for personal or medical reasons to the bottom of the full-time board for the remainder of the bid. In that case, he will retain the benefits of his permanent classification.

ARTICLE 20 - OTHER BENEFITS

Section 1 - Transit Passes

All Operators are eligible for transit passes while employed and upon retirement from Kitsap Transit.

Section 2 - Uniforms

- A. The Employer will provide all Operators with uniforms.
- B. Operators are expected to work in a clean, regulation uniform. In addition, Operators are required to wear black shoes, socks, and belt with their uniforms.
- C. Uniforms are to be worn only on the job and to and from work. A reasonable stop between work and home is allowed.

Section 3 - Roadeos and Events

Operators participating in any bus "roadeo" or other events conducted by the Employer will be entitled to receive such prizes and compensation, as the Employer may deem appropriate.

Section 4 - Internships

- A. The Union and the Employer agree to implement an internship program of temporary non-driving assignments that Operators may apply for. The intent of this program is to utilize the special talents Operators have for the good of the company and to provide opportunity for individual growth and development.
- B. Operators must be on active work status to apply and work in an intern position. Internships are not "light duty" assignments for Operators who are injured. Part-time Operators at step 1 are not eligible to apply.

- C. Operators who have active decision-making leave or suspension letters in their files may not apply until they have returned to good standing.
- D. An intern position may last up to 600 hours or the length of one (1) bid period. Once an Operator has completed an internship of any length, he may not reapply for another internship position for a year.
- E. While on a forty (40) hour per week internship, an Operator will not be assigned driving overtime.
- F. Operators will return to their driving positions as follows:
 - 1. Full-time Operators will not bid if the internship is expected to last for the entire bid period.
 - 2. Full-time Operators will bid and return to their regular work piece if the internship does not last for the entire bid period.
 - 3. Extra-Board and Part-time Operators will return to their place on their boards.
- G. Pay and Benefits
 - 1. Operators will continue to receive their regular rate of pay while on an internship.
 - 2. For an internship lasting one bid period, Full-time and Extra Board Operators will receive pay for all hours worked but not less than their guarantee per week.
 - 3. If an internship is combined with a bid, the Full-time or Extra Board Operator will receive the weekly bid pay or hours worked whichever is greater. Part-time Operators will receive pay for all hours worked.
 - 4. Operators will continue to receive their regular benefits.
- H. Operators shall continue to accrue seniority while on assignment.
- I. By mutual agreement of the Union and the Employer, this Section may be reopened for negotiation.

Section 5 – ACCESS-Routed “Links” Clause

Any improvements to the 2005 Kitsap Transit Routed – ATU contract in the following areas will append the Kitsap Transit *ACCESS* – ATU contract dated 2004 – 2007 in the following areas:

- A. Any improvements in wages over 2.5% in 2005, or 2.5% in 2006, will apply to *ACCESS* wages at the *ACCESS* contract anniversary dates (April 30, 2005 and April 30, 2006).
- B. Any other additions in wages or compensation shall also be applied at the *ACCESS* anniversary dates cited in Paragraph A.
- C. Any improvements in the amount of general leave hours accrued or number of Holidays shall also apply at the *ACCESS* anniversary dates.

- D. Any improvements in the medical insurance, dental insurance, and any and all other benefits noted in the Insurance Benefits Article shall also apply to ACCESS – ATU members. Such changes shall apply to ACCESS – ATU members upon ratification of the 2005 Kitsap Transit Routed – ATU contract.
- E. Any improvements in the Group Merit Pay Plan and the Individual Bonus Program for Routed – ATU members for 2005 and 2006 shall apply to ACCESS – ATU members. Individual Bonus Program changes shall apply at ratification of the Routed contract, and Group Merit Pay Plan changes will be applied annually.

ARTICLE 21 - OTHER PAY PROVISIONS

Section 1 - Instruction Pay

Operators training new Operators shall receive one (1) additional hour of pay per day while so engaged, and no less than one (1) additional hour of pay per trainee. The Operator reserves the right to refuse training assignments. Notification of training assignment shall be given to an Operator prior to the day's work.

Section 2 - Inclement Weather

- A. When inclement weather conditions cause the Employer to curtail service, the Operator shall receive his scheduled daily pay provided:
1. The Operator reports to work and remains on duty during the period of his scheduled regular work assignment (unless released by the Employer); and
 2. The Operator has not been notified four (4) hours prior to his scheduled report time.
- B. If the Employer has notified the Operator four (4) or more hours prior to his scheduled report time, the Operator shall not be entitled to inclement weather pay, for the day or for any curtailed work days following the notice. However, the Operator may use available general leave or floating holiday pay without prior notice or may opt to take leave without pay. The Operator must notify the Employer within three (3) days of his intent to take leave without pay. Open work on curtailed service days will be offered to available Operators in seniority order, whenever possible.
- C. If extreme weather conditions cause all service to be cancelled and the Employer is closed, Full-time, Extra-Board and Part-time A Board Operators will receive their weekly guarantee. Part-time B Board Operators will not be paid.

Section 3 - Pay for Accident/Incident Reports

Care shall be exercised by Operators in making out required accident/incident reports. The Operator shall be paid for the actual time required to complete the report. All reports must be completed and turned into the Employer no later than four (4) hours after the end of the shift.

Section 4 - Service Time Pay

Service time shall begin and end at the bus barn or outstation and shall include preparation, final check time, fueling, bus trade-outs and other services. The first person to take the vehicle out will be guaranteed fifteen (15) minutes preparation time. An Operator will be paid no less than thirty (30) minutes if he has to fuel his bus before or after his shifts plus ten (10) minutes for reviewing the manifest and necessary follow-up paperwork. If an Operator is required to fuel during his shift, he will not receive any additional pay.

Section 5 - Calculation of Pay

All pay into the next hour shall be calculated in six (6) minute increments (1/10). The calculation shall be done on a weekly basis.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

Section 1 - Substance Abuse Program

Operators are required to comply with the Kitsap Transit Drug and Alcohol Policy. They are required to be tested for drugs and/or alcohol under the following conditions: 1) Pre-Employment drug testing as required by the FTA, 2) drug or alcohol testing when the Operator is selected to test as a result of the random selection process, 3), drug and alcohol testing when there is reasonable suspicion that an Operator is under the influence of controlled substances or alcohol in the work place, 4) drug and alcohol testing when an Operator is involved in a vehicular accident that results in a fatality, AND 5) drug and alcohol testing when an Operator is involved in a vehicular accident that results in damage in excess of \$3,000 or that involves an injury which requires attention at a medical facility, or an involved vehicle being towed from the accident scene. In the case of 5) above, the test may be waived if the Operator can be totally discounted from having caused the accident.

Section 2 - Own Phone Service

All Operators must have their own residential phone service and must keep the Employer informed of any changes in his home address and phone number.

Section 3 - ACCESS Advisory Committee

A. Purpose

The purpose of the Advisory Committee is to bring together individuals from each occupation within the ACCESS Department. The task of the Committee will be to use the expertise of each professional to create an environment of unity for the betterment of the ACCESS Program. The Committee will define its duties with respect to ACCESS operations service and service goals. The Committee will determine/provide input on ACCESS service and issues pertaining to ACCESS.

B. Assignment of Advisory Committee Members

The Committee will consist of at least one (1) ACCESS Supervisor, three (3) elected ACCESS Operators, and one (1) Scheduler/Dispatcher. Non-elected subcommittees involving (volunteer) non-committee members may be assigned as determined by the Advisory Committee. The Amalgamated Transit Union Local 1384 Business Agent will assign a Union representative to review all Advisory Committee recommendations/projects.

C. Advisory Committee Meetings

Meetings will be held a minimum of once per quarter, or as directed by the elected Committee chairperson. Meetings will be held during normal business hours of the Employer, or as agreed by members.

D. Communication

Minutes will be taken and reviewed at each subsequent meeting. Suggestions to and recommendations of the Committee will be forwarded via bulletin board, Operations Bulletin, e-mail, and to whoever is appropriate for the project.

Section 4 - Lost and Found

Lost articles found by the Operators shall be turned in to the lost and found department. If after thirty (30) days the articles are unclaimed by the owners, they shall be turned back to the finder according to published policy.

Section 5 - Pre and Post Trip Inspection

An Operator shall complete a pre/post-trip inspection form at the beginning and end of his shift. If the problem requires immediate attention, the Operator is responsible for calling Dispatch. A coach defect form must be completed for any identified defects and turned into the Dispatch Office at the end of the shift.

Section 6 - Intermittent Scheduler/Dispatcher

A. Operators may fill in for Scheduler/Dispatchers when they are unable to perform their duties due to training commitments, vacation, sick leave or other absences.

- B. Operators will be paid at step one of the Scheduler/Dispatcher salary range. The wage rate and any future salary increases to this position will be established by the Employer.
- C. Operators may work in this position for a maximum of 600 hours per person each calendar year. In addition, Operators will receive up to 160 hours of training.

Section 7 - Promotion to Another Position

- A. An Operator who accepts another position in the agency will be allowed to continue to accrue seniority for the period he is on probation in the new position. Once probation is completed, he will lose all union seniority rights.
- B. He may return to his Operator position during the probationary period only, if the reason for leaving the position is not due to performance problems, which would affect his employment as an Operator. Requests to return to an Operator position because of performance problems must have the approval of the Operations Director.

Section 8 - Application Procedure for Routed Operator Positions

- A. An ACCESS Operator may apply for a routed Operator position after completing his six (6) months probationary period.
- B. Applications will be accepted during the regular recruitment time, and applicants will follow all steps of the recruitment/selection process. If the Operator passes the video test, he will be interviewed and considered with the first group of applicants. The Employer will make the final hiring decision.
- C. The Employer has the right to change any steps in this process, including qualifications for routed service positions.

Section 9 - Working Days Defined

Working days are defined as Monday through Friday, the Employer's normal business hours.

Section 10 - Gender Neutral

The use of any pronoun shall mean masculine or feminine or neutral, as the case and context may require.

Section 11 – Experimental Service

The Employer is interested in implementing experimental service to try out different service concepts before it implements them on a more permanent basis. Examples of experimental service include a route deviation system, or a zoned system with one (1) or two (2) time points and the remaining time points determined by passenger requests for stops.

- A. The basic parameters include but may not be limited to:
1. No more than three (3) pieces of work will be in an experimental mode at one time.
 2. Trial time will be negotiated with the Union. If the service is continued, it would then go into the normal bid selection process, but it may remain in the service format tested.
 3. The current wage of the Operator selected will be paid.
- B. The Employer and Union agree that prior to implementation of experimental service, they will negotiate the specific working conditions for the Operators involved. If the working conditions change, the Employer and Union will meet to negotiate those changes.

ARTICLE 23 - STRIKES AND PICKET LINES

According to RCW 41.56.120 which prohibits public employees from striking, the Employer and the Union recognize that the public interest requires the efficient and the uninterrupted performance of all Kitsap Transit services and to this end pledge their best efforts to avoid any conduct contrary to this objective. The Union and/or Operators covered by this Agreement shall not cause or condone any form of work stoppage, strike or slow-down.

ARTICLE 24 - SAVINGS CLAUSE

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

ARTICLE 25 - ACQUIRED OPERATION

The Employer agrees to adopt the seniority roster as of April 16, 1995 as recognized by Kitsap Transportation and the Union. Seniority rights shall be applicable only to ACCESS Operations.

If the Employer sells, transfers or assigns its holding, not including contracting out, to any other company or into public ownership, it is agreed that said sale or transfer shall not be consummated until all Operators in the positions listed in Appendix A are given full seniority rights by the purchasing company or public body purchasing the property.

ARTICLE 26- CONTRACTING RIGHTS

Section 1 - Contracting Rights During the Term of this Agreement

The Employer may, without limitation, contract out all or any portion of *ACCESS* services during the term of this Agreement. In the event that the Employer opts to shift service hours from direct operation by the Employer to a contractor(s), then the Employer agrees that individual members of the bargaining unit will not be adversely impacted economically excluding pension rights. This Agreement, however, would not preclude a reduction in the Employer's positions through attrition as a result of service hours shifted from the Employer's direct operation to contract service.

The previous paragraph shall in no way limit the Employer's ability to adjust in-house workforce size through layoff or attrition due to overall reduction in *ACCESS* service levels or adverse economic conditions.

Section 2 - Contracting Rights Following Expiration of this Agreement

The Employer shall retain, without limitation, the right and authority to contract out all *ACCESS* services upon expiration of this Agreement, should it be deemed by the Employer to be in its best interest to do so.

ARTICLE 27- ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions. Collective bargaining on any subject, whether included in this Agreement or not, is closed for the term of this Agreement except by mutual agreement of the parties.

ARTICLE 28- DURATION

This Agreement will become effective May 1, 2004 and shall remain in effect until April 30, 2007. Should either of the parties hereto desire to change, modify or terminate the Agreement on the anniversary date of April 30, 2007 or any subsequent anniversary date, written notice must be given to the other party sixty (60) days in advance of April 30, 2007.

Signed this _____ day of _____, 2004

EMPLOYER:
KITSAP TRANSIT

UNION:
AMALGAMATED TRANSIT UNION,
LOCAL 1384

Richard M. Hayes
Executive Director

David R. Plummer
President/BA

Roy Harrington
Operations Director

Karen Stites
Financial Secretary/ABA

Carole Mulkey
ACCESS Operations Manager

John Scott
Committee Member

Per K. Johnsen
Human Resources Director

Pat Hackett
Committee Member

Chere' Grover
Operations Supervisor

Connie Dawson
Committee Member

Zamayme Eubanks
Operations Supervisor

Dale Olsen
Committee Member

APPENDIX A - WAGES

Section 1 – Wages

Effective Date	Probationary (6 mos.)		Post Probationary Operator						
	Training	Post Training	Step 1 12 mos.	Step 2 12 mos.	Step 3 12 mos.	Step 4 12 mos.	Step 5 12 mos.	Step 6 12 mos.	Step 7 12 mos.
05/01/2004	\$10.75	\$12.03	\$12.64	\$13.27	\$13.93	\$14.63	\$15.36	\$16.13	\$16.93
05/01/2005	\$11.00	\$12.33	\$12.95	\$13.60	\$14.28	\$14.99	\$15.74	\$16.53	\$17.36
05/01/2006	\$11.25	\$12.64	\$13.27	\$13.94	\$14.64	\$15.37	\$16.14	\$16.94	\$17.79

Probationary Operators:

- Training wage will be paid to all new Operators from their date of hire until completion of their final Ride Check.
- Post-training will be paid from completion of their final Ride Check until completion of 6 months of employment or the end of their probationary period, which ever is longer.

Post-Probationary Operators:

- Full-time and Extra-Board Operators will progress through the steps based on months of service since completion of probation.
- Full-time and Extra-Board Operators who have been at Step 5 for at least one (1) year as of May 1, 2004, will move to Step 6 effective that date. Operators who have been at Step 5 for less than one (1) year as of May 1, 2004, will move to Step 6 on the anniversary date of their last step increase.
- Part-time Operators will progress through the steps based on the following criteria:
 - Completion of probation will establish the anniversary date for step increases.
 - Step increases are based upon twelve (12) months or 1500 hours paid time (on Kitsap Transit payroll), whichever is longer. However, an Operator may not progress faster than the twelve (12) months per step increase.
 - For example: If an Operator takes fourteen (14) months from his anniversary date to reach 1500 hours, his step increase will come at the end of his 14th month. Conversely, should that Operator then work 3000 hours, on or before his 24th month, his next step increase will come at the end of his 24th month.
 - Part-time Operators who are at Step 5 as of May 1, 2004, and have worked at least twelve (12) months and 1500 hours since moving to Step 5, will move to Step 6 effective May 1, 2004. Operators who are at Step 5 and have worked less than 12 months or 1500 hours will move to Step 6 when they have met the requirements for their next step increase as described above.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Months	Less than 12	12	24	36	48	60	72
Hours	Less than 1,500	1,500	3,000	4,500	6,000	7,500	9,000

Should any Operator have a leave of absence of thirty (30) consecutive days or more, the date for his next step increase will be adjusted equally to the number of days beyond 30 days.

All current Operators shall move to the appropriate step on the range above based on their date of hire with Kitsap Transit and completion of probation. (The earliest hire date for *ACCESS* Operators is April 16, 1995.) Wages will be paid retroactive from May 1, 2004.

The top *ACCESS* wage will be no more than \$3.00 below the top Routed wage.

The *ACCESS* Advisory Committee will meet with Management to discuss possible gain sharing opportunities.

Section 2 – Group Merit Pay Plan

- A. Group Merit Pay will be awarded in December of each year (2004 through 2006) for achievement of stated objectives. Objectives for each year will be established at the beginning of each year. The Employer will review the goals annually with the Union prior to implementation.
- B. The performance year will begin December 1 and end November 30 of the following year. This period also applies to annual salary calculation and eligibility criteria.
- C. Group Merit Pay is in the form of a lump sum amount and is based on each Operator's annual salary, including overtime. Merit Pay is not added to the base salary, and it must be earned each performance year.
- D. All Operators are eligible for Merit Pay, except those who were issued a decision-making or suspension notice in the performance year of the Merit Pay.
- E. The plan is divided between agency goals and *ACCESS* Operations department goals. The award will be based on 50% achievement of agency goals and 50% achievement of department goals. The percentage achieved for the department goals and the percentage achieved for the agency goals are added together and averaged to obtain the total award. The maximum Merit Pay award is 4%.

Section 3 – Individual Bonus Program

Operators are eligible for quarterly bonuses beginning with the May through July 2004 quarter and ending the February through April 2007 quarter. The time frame for achievement is based on each quarter period: February through April, May through July, August through October, and November through January.

- A. Eligibility Criteria for all Categories

- Operators must be employed two (2) full performance quarters before being eligible to participate.
- Operators must have been employed for the full quarter.
- Operators are eligible for a full bonus in all categories if they worked a minimum of 375 hours per quarter, or for a half bonus if they worked a minimum of 112 hours but less than 375 hours per quarter.
- No personal leave of absence exceeding five (5) consecutive days. FMLA absences are not counted in this calculation.
- No medical leave of absence longer than 30 days. FMLA absences are not counted in this calculation.
- Operators who were unable to work a minimum of 112 hours because they were on FMLA will not receive a bonus but will have their bonus amounts and quarter credits frozen at the level last achieved.
- No suspension notice issued during the previous two quarters.
- Operators participating in the internship program are eligible to receive their bonuses if they meet all criteria.
- Operators, who accept another position in the agency and who are in their probationary period for that position, will be awarded a bonus at a pro-rated amount for the hours worked in the ACCESS Operations Department prior to their transfer/promotion during the bonus quarter. If no hours were worked in the department during the quarter, the immediate previous bonus amount and credit(s) earned will be frozen and no bonus or credits will be earned for that quarter. If the Operator returns to his Operator position without a break in employment, he will be credited with the bonus amounts and quarter credits previously earned.

B. Bonus Amounts for Each Category Per Quarter

<u>Completed Quarters</u>	<u>Full Bonus</u>	<u>Half Bonus</u>
1 - 7	\$60	\$30
8 - 15	\$90	\$45
16 - 19	\$120	\$60
20 or more	\$150	\$75

Each category is tracked separately. If an Operator fails to meet the performance criteria, he will not receive credit or a bonus amount for that category.

C. Bonus Categories and Criteria

The following criteria must be met each quarter to receive a bonus.

1. Passenger Sensitivity

- No more than one (1) customer complaint, not determined to be unfounded.
- No preventable incidents with passengers.

2. Safety

- No preventable accidents or chargeable safety incidents.
- No more than one (1) customer complaint for unsafe driving, not determined to be unfounded.
- No performance reports about unsafe driving.
- Satisfactory safe driving ratings on surveillance reviews.
- No preventable on-the-job injuries

If an Operator with an otherwise clean record has a chargeable safety incident, it will not affect his bonus nor will he be issued discipline unless he has another chargeable safety incident or preventable accident within 12 months of the first incident. In that case, the first chargeable incident is activated along with the second incident or accident and the Operator will be issued discipline accordingly. He will lose his safety bonus for the quarter in which the second infraction occurred.

3. Attendance

- No more than one unscheduled absence for a maximum total of one (1) day.
- No time off on disability insurance.
FMLA absences are not counted in the above two (2) criteria.
- No late reports or unexcused absences.
- No more than one (1) late report call-in.

If an Operator has no unscheduled absences during the previous quarter, he may carry over one (1) day of unscheduled absence to the next quarter. This provision would allow him to have one (1) occurrence for a maximum total of two (2) days of unscheduled absence in a quarter and still qualify for his bonus, if all other criteria are met.

Section 4 – Step Up/Step Down By Quarters

Employees accrue qualifying quarters to advance in bonus levels. Those steps are outlined in Section B of this article. There are four (4) bonus levels. An operator who has completed one (1) through seven (7) qualifying quarters would be at the first bonus level. Completing eight (8) through fifteen (15) quarters would place an operator at bonus level two (2). Completing sixteen (16) through nineteen (19) quarters would place an operator at bonus level three (3). And completing twenty (20) or more quarters would place an operator at bonus level four (4).

An employee who experiences a performance issue in one of the above three (3) individual performance categories during the quarter will not receive a bonus for that category and drop back one (1) bonus level. He will then again accrue quarters in that category from the first quarter at that level. (An example would be if an operator at bonus level three (3) who had previously completed seventeen (17) qualifying quarters, has a late report during the quarter, he would not receive a bonus for attendance and would revert to bonus level two (2) at his next qualifying quarter. The operator would then start to accrue quarters at the eighth (8th) quarter).

However, if an employee experiences such a performance issue that warrants the issuance of a decision-making leave in a category in Section C above, he will not receive a bonus for that category. The Operator will be eligible for a bonus at Level 1 in that category after two (2) quarters with no recordable performance issues in the category.

An Operator who has a suspension in any category will lose eligibility in all categories. The Operator will be eligible for a bonus at Level 1 in all categories after two (2) quarters with no performance issues in any category.