

AGREEMENT

By and between

KITSAP TRANSIT

And

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

ROUTED SERVICE

February 16, 2005 – February 15, 2008

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AGREEMENT
By and between
KITSAP TRANSIT
And
LOCAL 1384 OF THE
AMALGAMATED TRANSIT UNION
AFL-CIO

PREAMBLE

This Agreement is between Kitsap Transit, hereinafter referred to as the "Employer" and Local 1384 of the Amalgamated Transit Union, AFL-CIO, representing those employees at Kitsap Transit covered by this agreement, 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 employees; 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 employee 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 employee performance and efficiency consistent with safety, good health and sustained effort.

The use of the term "employee" or "operator" shall mean the singular or plural, the masculine, feminine, or neuter, as the case and context may require.

ARTICLE 1 - RECOGNITION AND BARGAINING AGENT

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

ARTICLE 2 - UNION SECURITY

Section 1. Membership

All employees 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 employee 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 employee who is a member of the Union and who authorized the Employer in writing, all membership dues, initiation fees, assessments in the Union.
- B. On or before the first (1st) day of each month, 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 employees 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 employee or employees and specifying the date of receipt. The Employer agrees to notify the Union, within five (5) days when new employees, whether regular or part-time, are hired and when employees 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 employee from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the ATU-COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

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, sexual orientation, marital status, or liability for service in the armed forces of the United States except as specifically exempted by a bona fide occupational qualification. No employee 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, sexual orientation, marital status, or liability for service in the armed forces of the United States.

ARTICLE 4 - MANAGEMENT RIGHTS

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of 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.
- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:
 - 1. To direct and supervise all operations, functions, and policies of which the employees 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 shifts, workdays, and hours of work and work locations.
 7. To designate and to assign all work duties.
 8. To determine the need for and the qualifications of new employees, transfers and promotions.
 9. To discipline, suspend, demote or discharge a post-probationary employee with cause.
 10. To determine the need for additional educational courses, training programs, and on-the-job training.
 11. "Regularly routed service" (see Glossary) will not be subcontracted without first negotiating with the Union. Prior to any final decision by the Employer to contract out any other bus service, the Union shall be given an opportunity to provide a proposal for the Employer's consideration under which the service could be provided by Union personnel.
 12. The Employer maintains the right to make changes to Routed service, as commonly practiced at run cutting and bidding times, including adjusting routes, schedules, runs, or other changes normally reserved to the Employer's discretion.
- C. The rights of employees in the bargaining unit and the Union hereunder are limited to those set forth in this Agreement.
- D. The exercise of any management prerogative, function, or right, which is not specifically modified by this Agreement, is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

ARTICLE 5 - PROBATIONARY PERIOD

The probationary period for all 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.

In unusual circumstances, the probationary period may be extended for up to three (3) months, with union and management agreement.

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 employees 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 be grieved only through the Operations Director.
- D. Employees, 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 employee affected or Union Shop Steward shall submit the 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 employee 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 Union Business Representative or designee and the grievant, if desired, shall present the grievance 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 employee 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, Chief Shop Steward and shop steward filing the grievance.

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 employee stating that the matter has been resolved. The deadlines may be extended upon mutual agreement by the Union and the Employer. This agreement, with 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, or either party unilaterally, shall request the Public Employment Relations Commission (PERC) to submit a list of seven (7) impartial persons qualified to act as arbitrators. The request to PERC, either jointly by both parties or unilaterally by one party, may specially request that the arbitrator list include arbitrators from the states of Washington. 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 employee 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 employee from performing all of his/her duties will be handled in the following manner:

Step 1: Operators shall present to Human Resources a medical release from the physician that authorizes them to perform essential functions of their position. In the absence of such a medical release, the parties agree that no dispute exists. If the Employer 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 the 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. Operators who have completed their probationary period may be suspended without pay or dismissed for cause.
- B. Operators shall be given the opportunity to attach a written response to disciplinary notices prior to insertion into their personnel file.

Section 2. Time in Personnel File

For all events 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 employee's personnel file after twelve (12) months from the date of the most recent event.
- B. A notice of suspension shall be removed from the employee's personnel file after eighteen (18) months from the date of the most recent event.
- C. See excessive absenteeism and customer comment policies in the Operator Handbook for time limits for events occurring under those policies.

Section 3. Time Limits to Issue Discipline

- A. The Employer agrees that it will issue the notice of discipline to the employee within eleven (11) working days from the date of knowledge of all occurrences except for customer complaints, vehicle accidents and injury claims. Working days means Monday through Friday, normal working days of the Employer.
- 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 employee within ten (10) working days of the accident or if no determination can be made within that time limit, the employee will be notified in writing.
- C. The procedure for injury claims will be different than non-injury claims. In order for a claim of injury to exist, WSTIP must set up a reserve amount within thirty (30) days of the event. Once an amount is set, a determination of preventability will be made within ten (10) working days. If the event is determined to be preventable, the Employer will issue

discipline within eleven (11) working days from the date of the memo of preventability.

- D. For customer complaints, the disciplinary notice must be given to the employee within fifteen (15) working days from the date the complaint is first received by the Customer Service Office or other Employer's staff.
- E. It is understood by all parties that the above time limits do not preclude management from altering the 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 - CATEGORIES OF EMPLOYEES

A. Routed Operator

- 1. Full-time operator - shall mean a person employed full-time to work on a scheduled basis and guaranteed thirty-five (35) to forty (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 basis as needed 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 basis only and with no guarantee.

B. Worker/Driver - shall mean a person employed on a part-time basis to operate a subscription commuter bus to their primary employment site.

C. Intermittent Operations Supervisor - shall mean an operator employed on an as-needed basis to fill in for a supervisor's absences.

ARTICLE 9 - SENIORITY, LAYOFF AND RECALL

Section 1. Seniority Rights

A. There shall be two (2) types of seniority:

1. Seniority for purposes of layoff shall be determined solely by date of hire. The date of hire shall include time employed by the former private transit company, as long as there was no interruption in employment. 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.

The seniority lists shall be updated and posted by the Employer on the Union bulletin board no later than three (3) days before each bid.

2. Seniority for the purposes of selection of runs and vacations shall be determined by the length of service within one (1) of the two (2) seniority lists below. If operators transfer to a new position on a different list, according to the procedure in Article 20 for filling vacancies, their seniority will begin with the date of the transfer.
 - a. Full-time/Extra-board; Part-time A board;
 - b. Part-time B board
- B. Full-time, Extra-board and Part-time A board operators bid work and vacations based on their position on the seniority list. Part-time B board operators bid work and vacations based on hire date seniority.
- C. The time on board seniority list will be maintained by the employer and will be used to fill permanent vacancies and for changing and returning to former positions.
- D. An employee shall lose all seniority in the event of a voluntary or involuntary termination.

Section 2. Layoff and Reduction of Service Procedures

- A. All operators will be laid off based on inverse order of their date of hire. Remaining operators must accept the work hours offered by the Employer or be subject to layoff.
- B. Full-time and Extra-Board operators, who accept part-time work in a reduction of service, maintain seniority rights for return to full-time or extra board status.
- C. An operator who is laid off will retain their seniority for recall rights.

Section 3. Recall Procedures

Operators are eligible for reinstatement for eighteen (18) months following layoff. To be eligible for recall, operators laid off must keep the Employer informed of their 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 10 - STRAIGHT AND SPLIT RUNS, SPREAD TIME, AND OVERTIME

Section 1. Definition of Straight and Split Runs

- A. Straight Runs: Seven (7) to ten and one-half (10½) hours shall constitute a day's work and shall be worked in a span of seven (7) to eleven (11) hours respectively. The spread time for straight runs will be greater than the time worked only when lunch breaks are scheduled in.
- B. Split Runs: Seven (7) to ten and one-half (10½) hours shall constitute a day's work and shall be worked in a span of not more than fifteen (15) hours. All off-duty time of less than sixty (60) minutes at the same report location or seventy-five (75) minutes at two report locations shall be considered as duty time and paid accordingly. The Employer shall endeavor to arrange split runs to minimize the amount of spread time, as long as it is economically efficient for the Employer.
- C. Meal Breaks: For the health and safety of all drivers, any continuous piece of work lasting five (5) hours or greater shall consistently provide at least three (3) five-minute meal break periods throughout the shift at a transfer center. If not, such run shall be referred to the run committee which shall adjust the run to comply with this requirement.

Section 2. Overtime

- A. Overtime is defined as work required in excess of forty (40) hours per workweek. It shall be paid at one and one-half (1½) times the straight time rate for that operator. Guarantee time for Full-time bids paying forty (40) hours per week shall be considered work time for calculating overtime when operators accept work on their RDO or an additional report piece on their regularly scheduled workday, or they work beyond the 15 hour spread time limit on any day in a week.
- B. Overtime at time and one-half (1½) shall also be paid if the span of the split run exceeds fifteen (15) hours.
- C. The workweek is defined as the period between 12:01 a.m. Sunday through 12:00 midnight the following Saturday.
- D. At the beginning of each bid period, full-time and extra-board operators will be asked to indicate their interest in accepting overtime. This election will be in effect until the next service change. Operators who indicate they do not want overtime assignments will not be forced to accept overtime unless no other operators are available to fill the vacancies.
- E. Overtime shall be assigned in straight seniority order unless otherwise indicated:

1. Full-time operators, who indicated they will accept overtime, by seniority on a RDO or not;
 2. Extra-board operators who indicated they will accept overtime on an RDO or not;
 3. Extra-board operators, in a vacation hold down mode or on a RDO, who indicate they will accept overtime;
 4. Part-time A board operators not on an RDO;
 5. Part-time B operators, who indicated they will accept overtime;
 6. Extra-board operators on a PDO, in reverse seniority order;
 7. By inverse seniority, starting from the A board up, followed by extra-board, followed by full-time, whether or not on an RDO or indicated a “no” to overtime.
- F. All meetings, including training, will be paid at the operator’s current wage 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.
- G. Full-time operators performing driving duties on their regular workday, outside their regular assignment before, during or after spread time, will be paid at the rate of one and one-half (1½) for all outside time worked, with a guaranteed minimum of one and one-half (1½) hours for work.

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 one and one-half (1½) 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. Any compensatory time balance will be paid upon separation.

Section 4. Biddable Trippers

On occasion, and at its discretion, Kitsap Transit may choose to offer Biddable Trippers to Full-time operators. This is work that either went un-bid by Part-time operators through the initial bidding process or work that was added after the bidding process and is considered limited in nature.

- A. Biddable Trippers will be offered to Full-time operators by seniority order; after all other bidding is completed. If the pieces offered come from work that was initially un-bid by the B-Board, a second round of bidding by the B-board will be conducted prior to the offer to Full-time operators. A Full-time operator may select one or more Biddable Trippers,

provided that selection meets the criteria as outlined below.

- B. A piece(s) of work selected by the Full-time operator will be considered an addition to the regular bid and will be paid by straight overtime rules that apply to additional work beyond an operator's bid.
- C. Once selected, Biddable Trippers will become part of that operator's normal workweek and must be worked. Normal time off procedures will need to be followed for any time off requests. GL may only be taken to make up the difference between actual hours worked and forty (40) hours total for each week.
- D. A full-time operator may not combine Biddable Trippers with their regular bid for more than six (6) days per week of work.
- E. An operator may not select a Biddable Tripper that would violate the eight (8) hour refresh rule or the ten and one half (10½) hours of work per day rule.
- F. An operator may select a Biddable Tripper that will create spread time of no more than fifteen (15) hours and fifteen (15) minutes per day.
- G. If the Biddable Tripper end date lasts longer than what was posted at the time of the bidding process, the affected operator may choose to keep it or give it back. Should the affected operator choose to give the piece back, it will be considered open work and a re-bid will not be conducted.
- H. If the Biddable Tripper is cancelled prior to what the posted end date was at the time of bidding process, the affected operator will not convert to service time, nor will the operator be paid for hours cancelled. There will not be a re-bid if Biddable Trippers are cancelled.
- I. If there is a change to the runcard for a Biddable Tripper that effects the start or end time, the affected operator may choose to keep the piece of work should it not violate the rules in section D, E or F above. If the change results in violations of D, E or F above, the work will become float work, the operator will not convert to service time, nor will the operator be paid for those hours.

ARTICLE 11 - BIDDING OF RUNS
Full-time and Part-time Operators

Section 1. Bid of Runs

- A. There shall be a bid for work four (4) times each calendar year, no later than February 15, June 15, September 15, and November 15. Bidding will be conducted in the following manner:
 - 1. Bidding will take place over a minimum of a four (4) day period for all eligible

operators. Kitsap Transit will provide an updated bid list at each report location at the end of each day.

2. All eligible operators by seniority, except B-Board operators, will be divided evenly into fourths for bidding time purposes. The first 25% will be given twenty (20) minutes, the next 50% will be given forty (40) minutes, and the last 25% will be given twenty (20) minutes to bid.
 3. It is understood that an additional ten (10) minutes above the allotted time will be given, without penalty, to operators who are driving a route when called, so that a safe location may be reached, if needed.
 4. All eligible B-Board operators, by hire date, will be given twenty (20) minutes to bid a work package.
 5. Bid times will be assigned. However, in cases where the bid may run early, it is understood that an operator's allotted amount of time will start upon personal contact (via phone, radio, or in person). If personal contact is not made upon expiration of the operator's assigned bid time, then a Union representative will be asked to bid for that operator. Operators should be prepared to bid up to twenty-four (24) hours in advance of their assigned bid time, should the bid run early.
 6. Bidding will not be conducted between the hours of 4:00 p.m. to 6:00 p.m., Monday through Friday.
- B. The seniority list for bidding purposes will be posted by 4:00 p.m. at all report locations three (3) working days prior to the bid for all operators to review. The beginning and ending dates of the bid period will be posted on the bid sheets.
- C. Operators on a medical leave of absence, must submit to the Human Resources Department, a doctor's release to work, without limitations to the position they intend to bid, by 4:00 p.m. the day of the draft bid's posting. Kitsap Transit will notify affected operators one week before the draft bids are posted. If the operator is not available to start work during the first 25% of a new service change, the operator may not bid a piece of work. This provision does not apply to operators who are on FMLA. Those operators will be allowed to bid and return to their regular job when released to work.
- D. If an operator returns to work from a leave of absence during the bid period, the following will apply until the next service change goes into effect: Full-time operators will retain their guarantee as of their last bid but will be offered work at the top of the extra-board, unless the top slot on the extra-board is assigned to a vacation bid operator. In that case, the returning operator will be assigned the number two slot. Extra Board, Part-time A and B board operators will return to the bottom of their respective boards.

Section 2. Re-Bidding Requirements

- A. During a bid period, if a daily bid package is changed by more than one (1) hour per day, the affected operator may request a bump bid. If the change occurs within forty-five (45) days of the next scheduled service change, the Employer may substitute a re-bid for the next regularly scheduled bid. If a new run(s) is/are created, it may go to the extra-board for assignment until the next service change. If a revision to a daily bid package results in a change of one (1) hour or less, the Employer may choose not to offer a bump bid. If the revised change results in less time, or the run is cancelled altogether, the affected operator will not lose pay. However, the Operator may be assigned other work in the same timeframe to make up for the difference between the old and new time.
- B. 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.

Section 3. Change in Job Category

- A. At any work bid, an operator may bid a lower position, provided a position exists. Seniority in the higher position will be frozen at the time of the change in status. At any subsequent work bid, a return to original status will be allowed, based on board date, less time at the lower position.
- B. Effective with the ratification of the contract, an operator may bid a lower position no more than three (3) times without penalty. An operator, who desires to change job categories a fourth time must have the approval of the Operations Director. Effective with the transfer to the new position on the fourth trip, the operator will lose all rights to the original position.
- C. It is understood that an operator signing for a lower position shall abide by the provisions of this Agreement pertaining to that position.
- D. Effective with the ratification of the contract, B board operators who were previously Full-time operators will be considered to be on their first trip.

ARTICLE 12 - FULL-TIME OPERATORS

Section 1. Percentage of Runs and Guarantees

- A. Operators
 - 1. The Employer shall endeavor to maintain straight runs of not less than sixty-five percent (65%) of all runs for Operators.

2. Unless funding reductions occur, the Employer will maintain a roster of no fewer than fifty-five (55) Full-time operators guaranteed forty (40) hours of work per week and four (4) Full-time operators guaranteed thirty-five (35) hours per week on a regular assignment basis. These individuals will be assigned straight runs when possible and split runs otherwise. Additional vacation bid positions guaranteed a minimum of thirty-five (35) hours per week will be assigned vacation, FMLA or other leave of absence vacancies.
3. Full-time operators shall receive their guarantee unless they have any leave without pay during the workweek.

Section 2. Working Conditions

- A. All Full-time operators will bid runs according to procedures in Article 11. Full-time operators may bid an extra board position at any bid. They shall be governed by the provisions of the extra board, and shall not lose seniority by doing so.
- B. All full-time operators shall have two (2) consecutive days off in seven (7), whenever possible.
- C. 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.
- D. The vacation bid operators shall bid available vacation slots at each bid. They may bid any portion of a vacation slot, as long it is no less than a one (1) week segment. They may not combine work to create a week that is longer than forty (40) hours or violates the eight (8) or fifteen (15) hour provisions. In weeks where there are no vacation vacancies, work will be assigned to them from absences due to FMLA or other leaves before it is assigned to the extra-board.

Section 3. 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. The following conditions will apply:

- A. Hours of work will be established per Article 10, Section 1.
- B. Overtime will be in compliance with Article 10, Section 2.
- C. Holiday pay will be paid in compliance with Article 15, Section 1.
- D. An operator who takes a regularly scheduled workday off, will be paid for the bid hours that would have been worked that day. If the total paid time does not equal forty (40) hours, the operator may use general leave to make the difference.

- E. General leave will continue to accrue per Article 14, Section 1. Usage of general leave will be on an hour-for-hour basis, with a minimum usage of one and one-half (1½) hours.
- F. The Employer has the right to determine whether a 4-day workweek will continue to be offered, in order to meet service demands.

ARTICLE 13 - EXTRA-BOARD AND PART-TIME OPERATORS

Section 1. Posting of Assigned Work

There will be three (3) boards: Full-time/Extra-board, Part-time A board, and Part-time B board. All boards shall be made up and posted by 2:00 p.m. each day for the following day's assignments. There shall be one exception to this rule: the boards covering assignments for Sundays and Mondays shall be posted by 2:00 p.m. on Saturday.

Section 2. Guarantee and Availability of Extra-board Operators

- A. Extra-board operators shall receive a guarantee of thirty (30) hours per week. They shall receive the guarantee unless they have any leave without pay during the workweek.
- B. Extra-board operators shall be available to work any of the Employer's services.
- C. The Employer shall guarantee fifty percent (50%) of the extra-board positions two (2) consecutive regular days off (RDO's). The Employer will determine what the RDO packages will be. All other Extra-board operators shall receive one regular day off (RDO). In addition, the Employer shall endeavor to offer a preferred day off (PDO), when possible. Employees may volunteer to work on their RDO by declaring their willingness to accept extra work at the beginning of each bid period. The Employer shall determine which days will be offered as RDO's and PDO's. Operators must call the assignment line daily including the day before their PDO but not their RDO. RDO's may be switched in cases for Holiday scheduling, in this case, refer to Article 15, Section 2.

Section 3. Guarantee and Availability of Part-time A Operators

- A. Part-time A board operators shall receive the guarantee of fifteen (15) hours per week. They shall receive their guarantee unless they have any leave without pay during the workweek.
- B. Part-time A board operators shall be available to work any of the Employer's services.
- C. Part-time A board operators shall receive one preferred day off (PDO) and one regular day off (RDO). The Employer shall determine what days will be offered. Operators must call the assignment line daily including the day before their PDO but not their RDO.

Section 4. Part-time B Board Operators

- A. Part-time B board operators shall receive no guarantee of hours.
- B. The Employer may provide two types of bids for B Board operators. The first will be known as a work bid. The work bid will consist of pieces of work that would not fit into Full-time work bids. The second bid will be known as a limited availability bid. A limited availability bid may be an AM availability, PM availability or Weekend availability. AM availability is defined as weekdays, usually from start of service to approximately 9:00 a.m. PM availability is defined as weekdays, usually from 3:00 p.m. to close of business. Weekend availability is defined as any service the Employer operates on Saturday or Sunday.
- C. In cases where a single piece of work is not bigger than five (5) hours, it may be combined with a limited availability shift. (An example would be as follows: If an AM tripper on Monday is only two (2) hours, the remaining bid would be AM availability Tuesday through Friday.)
- D. Part-time B Board bids will be developed by the Employer, based on service needs and the number of positions will be limited to no more than 25% of the total of Full-time and Extra-board positions. No more than 30% of the Part-time B Board positions may be bid by current Full-time/Extra-board operators changing status to a lower position during the work bidding process.
- E. All B board operators in active bid status mode will be required to bid either a B board work bid or limited availability bid. With the ratification of the February 16, 2002 contract, no further “no bid statuses” will be granted. An employee may request a Leave of Absence without Pay, as outlined in Article 16.
- F. B board operators who bid a limited availability bid will be required to call the assignment line for their assignment(s).
- G. Each Part-time B board operator must select a minimum of one holiday per bid period to work.
- H. Extra work and overtime will be offered only if a shortage of personnel exists. However, there will be no penalty if an operator refuses additional work above the bid package.
- I. Part-time B board operators may declare availability to work on the A board during the summer bid and will move up on the effective date of the service change, if a position exists. They will receive the 15-hour guarantee but no insurance benefits. This temporary move will not be counted as a change in status according to the provisions in Article 11, Section 3.

Section 5. Selection of Runs (Extra-board and Part-time)

- A. The Employer shall determine the number of Extra-board, Part-time A and B board positions available. Part-time A board positions may not exceed fifty percent (50%) of the Extra-board positions. Part-time B board positions may not exceed twenty-five percent (25%) of the Full-time and Extra-board positions.
- B. Extra-board operators shall bid their day off packages by seniority. They will be assigned work by seniority per Section 6. They may bid for vacation hold down work according to procedures in Section 7.
- C. Part-time A board operators shall bid according to procedures in Article 11 and may, in addition, be assigned extra work per procedures in Section 6 of this article.

Section 6. Assignment of Work (Extra-board and Part-time)

- A. Extra-board operators will be assigned packages of work comprised of any two or fewer pieces of open work with a total time of no more than ten (10) hours and thirty (30) minutes per day. Pay through time will be calculated as part of the daily hours.
- B. The highest seniority Extra-board operator will be assigned a package of work taking into consideration the refresh time and any requests for time off during the scheduled day in a straight seniority order up to a total of forty and one-half (40.5) hours per week. The assignment of work past forty (40) hours per week shall not be considered in conflict with overtime assignment rules discussed in Article 10, Section 2.
- C. If an Extra-board operator cannot be assigned a piece or pieces of work because the work available would push the operator past forty and one-half (40.5) hours, that operator will be bypassed.
- D. If work still exists to be filled, Part-time A operators will be assigned packages of work comprised of any two or fewer pieces of open work with a total time of no more than ten (10) hours and thirty (30) minutes per day. Pay-through time will be calculated as part of the daily hours.
- E. The highest seniority Part-Time A operator will be assigned a package of work taking into consideration the refresh time and any requests for time off during the scheduled day in a straight seniority order up to a total of forty and one-half (40.5) hours per week. The assignment of work past forty (40) hours per week shall not be considered in conflict with overtime assignment rules discussed in Article 10, Section 2.
- F. If a Part-time A board operator cannot be assigned a piece or pieces of work because the work available would push the operator past forty and one-half (40.5) hours, that operator will be bypassed.
- G. If work still exists to be filled, part-time B board operators, who volunteer to work extra

hours, will be asked to work in straight seniority order to a total of forty (40) hours per week. These operators may volunteer to take triples.

- H. If work still exists to be filled, triples will be assigned to the A Board and then the Extra-board, by inverse seniority, provided the work will fit within the daily spread/work time rules. Overtime will be assigned as per Article 10, Section 2.
- I. Extra-board and Part-time A and B board operators assigned work or called in to work, either on their day off or a workday, shall be paid one and one-half (1½) hours for each report. In the event that more than one (1) piece of work is scheduled for the operator for the day, the following will apply.
 - 1. The difference between the work piece and the one and one-half (1½) hour pay will be considered guarantee time.
 - 2. Operators will be paid through the two (2) pieces, if the report time for the second piece is sixty (60) minutes or less at the same report location or seventy-five (75) minutes or less at two report locations from the actual off time of the first piece. A new report time guarantee will not be paid.
 - 3. In the event the report time of the second piece is over sixty (60) minutes at the same report location or seventy-five (75) minutes at two report locations from the off time of the first piece, the one and one-half (1½) hour report time will be paid. The operator will be on unpaid status until the report time of the second piece.
 - 4. Operators may be requested to perform other work, if their run is shorter than the one and one-half (1½) hour report time.
- J. If the Extra-board or Part-time A or B board operator is not immediately available to receive a call for extra work, the next senior operator will be called.
- K. If an assignment of overtime is necessary, it will be assigned according to Article 10, Section 2.

Section 7. Vacation Hold-down Bids For Extra-board Operators

Upon completion of work and vacation bidding, Extra-board operators may bid, by seniority, vacancies created by Full-time operators on vacation. Vacancies due to other leaves are not included in these bids.

- A. For the June service change, the top four (4) operators may choose, at their option, whether to bid vacation vacancies. For the February and September service changes, the top two (2) operators may choose. For the December service change, no operators may choose.
- B. An operator shall be allowed to bid no more than a one (1) week block of vacation at a time two (2) weeks in advance. The vacation hold-down bid must be followed by a one (1) week

period of “float work” after two (2) consecutive weeks of hold-down. No splitting of the bid package will be allowed.

- C. Operators shall receive actual pay, rather than guarantee time, for the vacation bid they work.
- D. While in the vacation hold-down mode, operators may turn down extra work or overtime, unless there is still work to be filled after assignment to the Part-time A and B boards.
- E. While in the float week mode, operators may not turn down extra work assignments or overtime. Extra work shall be assigned according to the rules in this section, and overtime according to rules in Article 10.
- F. Operators, whether in vacation hold-down or float mode, shall be required to call the assignment line daily, regardless of their vacation hold-down status.
- G. Extra-board operators who request time off in the middle of the vacation hold-down period will be assigned work according to this section during their absence. The operator will be paid general leave according to the number of hours on the vacation hold-down run.
- H. The PDO may change on a week-to-week basis, or there may not be a day off in ten (10) days for those operators accepting vacation hold-downs.

Section 8. Change

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

ARTICLE 14 - GENERAL LEAVE

Section 1. Eligibility and Rate of Accrual

- A. The following senior Full-time operator shall accrue general leave according to the chart below: Whitey Wildenberg.

Years of Service	Days per Year	Accrual Rate per Pay Period
20	34	10.4615 hours
32	39	12.0000 hours

- B. All other Full-time operators and Extra-board operators shall accrue general leave as follows:

Years of Service	Days per Year	Accrual Rate per Pay Period
0 – 5	22	6.7693 hours
Over 5 – 7	23	7.0770 hours
Over 7 – 9	25	7.6923 hours
Over 9 – 11	26	8.0000 hours
Over 11 – 13	27	8.3077 hours
Over 13 – 15	28	8.6154 hours
Over 15 – 17	29	8.9231 hours
Over 17 – 19	30	9.2308 hours
Over 19 – 21	31	9.5385 hours
Over 21 – 23	32	9.8462 hours
Over 23 – 25	33	10.1539 hours

- C. Part-time A Board operators will accrue eight (8) days (64 hours) of leave per year at the rate of 2.4616 hours per pay period.

Section 2. Use of General Leave

- A. General leave is to be used for vacation, sick leave or other leave requirements. No less than one and one half (1½) hours must be taken at a time.
- B. Operators are eligible to use general leave as soon as it is accrued according to 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. Operators on vacation on a payday may receive that check immediately before the start of their vacation if they make the request to the payroll office at least fourteen (14) days before the start of their vacation.

- E. Vacation taken in a week block will be paid at a minimum of forty (40) hours per week or the average of the scheduled run pay, whichever is greater.
- F. The operator can supplement the STD payment with accumulated General Leave.
- G. A doctor's statement is required when a driver is relieved en-route due to any injury (personal or OJI) during work 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. An operator must call in with as much advanced notice as possible, but not less than sixty (60) minutes prior to the start of the shift if unable to report to work. A call in notice of sixty (60) minutes or more will result in an Unexcused Absence. Less than sixty (60) minutes notice will result in an Unexcused Absence unless the Employer determines that a valid reason exists for not calling in. An operator may call in Unexcused for one (1) or more shifts. Unless an operator specifies a time of return, the absence will be considered "until further notice." Shift, for the purposes of this section, shall be interpreted to mean an assignment that includes one (1) report time and one (1) off time. When an operator calls in unexcused, that operator is considered unavailable for the duration of the shift or shifts assigned. Any Unexcused or Unexcused time off will result in the use of General Leave, Compensatory or Floating Holiday time.
- I. Operators must notify the Employer by 10:00 a.m. the day before they expect to return to work. Failure to notify by 10:00 a.m. will result in forfeiture of the next day's assignment.
- J. Operators may carry over General Leave hours that are equal to the General Leave hours accrued over the past 52 pay periods as of April 30 each year. The General Leave carry over restriction shall be waived for the April 30, 2007 deadline only. Upon separation from employment, no more than 240 hours will be paid out. Any leave time above 240 hours must be used as pre-separation leave.
- K. All accrued, unused leave time (i.e., General Leave, Comp Time, Floating Holidays), up to 240 hours, will be paid upon separation from employment.
- L. Extra-board operators may take general leave (GL) against the weekly guarantee and still receive overtime for the week. (An example would be that if an Extra-board operator took eight (8) hours of general leave on Monday and was assigned work Tuesday through Friday for an additional thirty-six (36), for a total of forty-four (44) hours for the week, four (4) hours would be paid at overtime). Regardless of how Extra-board operators are scheduled the remaining week, the amount of GL used will be deducted from their account. However, if Extra-board operators have already worked enough hours to meet the guarantee for the week, they may not take GL above forty (40) hours for the week. (An example would be an operator who works Monday through Thursday for a total of thirty-six (36) hours may not take more than four (4) hours of GL on Friday.)

Section 3. Vacation Bid

- A. The vacation bid will take place in March, with effective dates of May 1 through April 30 of the following year. The Employer has the right to determine the number of vacation slots open for bidding. However, the Employer shall not revoke any vacation slots (blocks or single days) that are either given back or go unbid, prior to fifteen (15) days of the vacation block or single day starting. Days selected are guaranteed days off. Operators may bid in one (1) week segments (Sunday through Saturday). Operators may combine general leave days, compensatory time and observed or floating holidays for bidding purposes. Operators may bid full week blocks and may also bid up to five (5) single days of additional leave for the year; four (4) of them may be consecutive.
- B. Seniority by classification will be used to bid for all slots. The order of bid shall be Full-time, Extra board, Part-time A board and lastly, Part-time B board. Full-time and Extra-board operators may bid up to one hundred percent (100%) of the amount of leave time they have accrued at the time of their bid. Part-time A board operators may bid up to eight (8) days of general leave, regardless of the amount of leave they have accrued at the time of the bid. If A board operators have insufficient leave available when they take their vacation, they will take the time off without pay.
- C. The vacation bid will be posted one (1) week in advance of the actual bid for review by operators. The bid will be conducted during a minimum of a two (2) week period, with more bid time given to less senior operators so they have time to review the remaining slots. Operators will be expected to bid within the time allotted.
- D. Operators must take their vacations as scheduled, unless they notify management in writing no later than twenty-one (21) days in advance. Any request later than that date will be denied. A vacation must be cancelled the way it was bid: On a full week bid, the entire week; on a multiple week bid, in increments of one (1) week; and on a single day bid, in single day increments. Operators who cancel their vacation bid, and that bid is scheduled to be held down by either a Full-time vacation bid operator or an Extra-board operator, then the operator canceling vacation shall revert to the top of the extra-board, behind any Extra-board operator holding down vacation, for the length of the vacation bid being cancelled. The operator canceling vacation shall also be governed by the provisions of the extra-board during that period of time. This section does not apply to those operators who cancel their vacation due to a previous use of Bereavement Leave (ten (10) days maximum) or the use of FMLA.
- E. Operators may request vacation days off that are available fifteen (15) days or more in advance of the requested day. Approval will be made on a first-come, first-serve basis and days selected are guaranteed.

Section 4. General Leave Payout Program

Operators 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 they meet 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.

ARTICLE 15 - HOLIDAYS

Section 1. Observance

- A. The following are holidays for all 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 (2)

- B. Full-time operators on a 4-day workweek shall receive ten (10) hours of holiday pay for each holiday they work, regardless of RDO status. Full-time operators on a 4-day workweek who elect not to work the holiday shall be paid for the bid hours they normally would have worked, but not less than eight (8) hours holiday pay. Full-time operators on a 4-day workweek on RDO on the holiday will be paid eight (8) hours holiday pay. If the total paid time does not equal forty (40) hours, operators may use general leave to make up the difference.
- C. Operators on a 5-day workweek shall receive eight (8) hours of holiday pay for each holiday they work, regardless of RDO status. Full-time operators on a 5-day workweek who elect not to work the holiday shall be paid for the bid hours they normally would have worked, but not less than eight (8) hours holiday pay. Full-time operators on a 5-day workweek on RDO on the holiday will be paid eight (8) hours holiday pay. If the total paid time does not equal forty (40) hours, the operator may use general leave to make up the difference.
- D. Extra-board operators shall receive eight (8) hours of holiday pay for the above eleven (11) holidays.
- E. Part-time A board operators shall receive six (6) 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. Operators may take floating holidays in one-half day (½) increments.
- H. Operators shall receive pay for the above holidays (in Article 15, Section 1.A) provided they are in paid status on the regularly scheduled work day prior to and immediately following the holiday.
- I. All work time on a Holiday for full-time and extra-board operators shall be paid at time and one-half (1½).
- J. Any Floating Holiday balance will be paid on separation from employment.

Section 2. Assignment of Holiday Work

- A. On all holidays, the Employer may combine runs to produce pieces of work up to ten and one-half (10½) hours in length for the Extra-board and Part-time board assignments.
- B. Full Service Holidays
 - 1. After each work assignment bid is completed, full-time operators will indicate whether they want to work any of the full-service holidays for that bid period.
 - 2. Work will be assigned to operators in the following order:
 - a. Full-time who indicated they are willing to work. They will be assigned their bid or piece of bid, if service stops early.
 - b. Extra-board, not on an RDO.
 - c. Part-time A board, not on an RDO.
 - d. Part-time B board on holiday they selected to work in inverse seniority order. The largest piece of work will be assigned. On all other holidays, they will be assigned only if it is their normal work day or they volunteer. They will be assigned a similar sized piece of work if their bid work is not available during the

same period of time as their regular assignment.

- e. Part Time A board on RDO in inverse seniority. If needed to work on their RDO, A board operators will be given another RDO within the same week. This RDO will be given at time of the Holiday schedule posting. The RDO will be determined by the Employer.
- f. Extra Board on RDO in inverse seniority. If needed to work on their RDO, Extra-board operators will be given another RDO within the same week. This RDO will be given at time of the Holiday schedule posting. The RDO will be determined by the Employer.
- g. If work still needs to be filled, Full-time operators on RDO, who have previously said yes to voluntary Holiday work, would be offered work. If the decline this offer, they would revert to a “no” status.
- h. If work still needs to be filled, Full-time operators who indicated "no" to voluntary holiday work regardless of RDO status, by inverse seniority, will be required to work.

C. Sunday Service Holidays

Work will be assigned in the following order: Extra board, A board, B board (according to procedures in Full Service Holidays, subsections b through f), volunteer Full-time operators, and lastly Full-time operators by order of inverse seniority.

ARTICLE 16 - 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 Employer may grant a post-probationary employee a leave of absence without pay for up to six (6) months. An additional six (6) months may be granted, provided such leave can be scheduled without adversely affecting the operations of the Employer.
- C. A probationary employee may be granted a leave of absence for the above period(s) of time for illness only.
- D. Operators must present a request for leave in writing to the Operations Director at least twenty (20) days in advance of the intended start date unless the leave is due to illness. Approval of requests will be based on a justifiable reason and the needs of the Employer at

that time.

- E. Operators may use all or retain some of their accumulated general leave before being granted a leave of absence without pay. If they choose to retain any of their general leave, they must have the permission of the Operations Director.
- F. No benefits (general leave and holidays) will accrue while on a leave without pay.
- G. 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. It is understood that the above timeline of the one (1) year period may last longer, as long as the individual remains an employee of Kitsap Transit. 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.
- 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 operators wish to continue their insurance, they must pay the premium on their 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).

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, operators in a full-time union office may continue to make contributions to PERS and the Employer's deferred compensation plans, and operators and their 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. Extra-board or Part-time operators who are elected to full-time office, 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, they will notify Dispatch four (4) days in advance of the absence. No

more than ten (10) working days will be allowed off for a single purpose.

Section 3. Jury Duty

- A. 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. Operators may be granted, with documentation, time off to be in court or at court ordered appointments for support of themselves, spouse, or dependent minor children and may be requested to work around the time in court.
- B. Operators shall inform dispatch of any jury duty notification as soon as it is received. Each day, the operator shall also notify dispatch no later than 8:00 p.m. if they are required to report to jury duty or be in a standby status the following scheduled workday. If they are not required to report for jury duty, they will work their normal schedule.

Section 4. Military Duty

Operators on reserve duty will receive their regular rate of pay, for up to fifteen (15) workdays per calendar year. To calculate the rate of pay for Part-time operators while on duty, the hours worked the weeks immediately before and immediately after the duty will be averaged. Operators shall inform dispatch as soon as notification is received. Operators shall submit to dispatch any active duty documentation as soon as it is received.

Section 5. 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. See Appendix A for impact on the individual and group merit pay. At the Operations Director's sole discretion, Bereavement Leave may be granted for persons other than those listed above where a close family relationship exists.

ARTICLE 17 - INSURANCE BENEFITS

Section 1. Medical Benefits

- A. The Employer shall pay the following premium amounts for medical insurance provided by Premera Blue Cross, Group Health and Vision Service Plan.
 - 1. Full-time and Extra-board operators - employer shall pay 92.3% of monthly premium amounts for employee and dependents.

2. Part-time A board operators - employer shall pay 92.3% of monthly premium amounts for the employee and two (2) dependents 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, Extra-board and Part-time A board operators shall contribute 7.7% of the premium costs per month. No additional contribution by part-time B board operators is required.
 - D. Part-time operators may self-pay medical premiums 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

- A. The Employer shall pay the full premium amount of dental insurance for Full-time and Extra-board operators and their dependents as provided by Washington Dental Service or Willamette Dental.
- B. Coverage begins the first of the following month an operator is eligible.

Section 3. Life Insurance

The Employer shall pay the full premium cost of life insurance (\$10,000) for each Full-time and Extra-board operator.

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 sixty-six two-thirds percent (66 2/3%) of the weekly gross salary, not to exceed six hundred and fifty dollars (\$650), for a period of up to six (6) months. Once the disability payment is in effect (either first day for accident or fourth (4th) day for illness), general leave may be paid to the operator to equal one hundred percent (100%) of the normal wage, if the operator so requests it.

Section 5. Maintenance of Insurance Benefits

- A. The Employer agrees to maintain medical and dental insurance for the duration of this

Agreement. However, the Employer may select other carriers when it believes such selection is in its best interests, provided the benefit levels shall not be diminished.

- B. 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. Worker's Compensation Insurance

Operators may use general leave to make up the difference between the Worker's Compensation benefit and regular pay.

Section 9. Change in Positions

If there is a change in status (i.e. Full-time/Extra-board or Part-time), then the benefits for that status apply.

ARTICLE 18 - OTHER BENEFITS

Section 1. Transit Passes

Kitsap Transit will provide free transit passes to all operators and their dependents. Dependents shall include spouses and children (under 19 years of age). The dependent passes must be renewed each year. Retired Kitsap Transit operators will also receive free transit passes. These must be renewed every five (5) years.

Section 2. Uniforms

- A. The Employer will provide all operators with uniforms.
- B. Operators are expected to work in a clean, regulation uniform.
- C. Uniforms are to be worn only on the job and to and from work. A reasonable stop between work and home is allowed. (For additional information, see the Operator Handbook.)

- D. While under a contract with a uniform service provider, procedures for uniform pick up and delivery and replacement of worn articles will be detailed in the Operator Handbook.
- E. Upon completion of probation, the Employer shall pay each operator a shoe allowance of \$50 per year. Operators are required to wear black shoes, socks and belt with their uniforms conforming to the standard outlined in the Operator Handbook.

Section 3. Rodeos and Events

Operators, participating in a bus rodeo 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.
- C. Operators who have active written reminders, 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 six hundred (600) hours or the length of one (1) bid period. Operators who have completed an internship of any length 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 if the internship lasts for forty-nine percent (49%) or less of the bid period. If it lasts fifty-one percent (51%) or more of the bid period, the operator will not bid and will return to the top of the Extra-board upon completion.
 - 3. Extra-board and Part-time operators will return to their place on the board.

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/Extra-board or A board operator will receive the weekly bid pay or hours worked whichever is greater. Part-time B board 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.

ARTICLE 19 - OTHER PAY PROVISIONS

Section 1. Instruction Pay

Operators training new operators in route shall receive one (1) additional hour of pay per day per trainee while so engaged. Operators conducting static training shall receive three (3) hours additional pay per day. The operator reserves the right to refuse training assignments. Notification of the training assignment shall be given to the operator prior to 2:00 p.m. for the following day's work.

Section 2. Inclement Weather Pay

- A. When inclement weather conditions cause the Employer to curtail service, operators shall receive their scheduled daily pay provided:
1. Operators report to work and remain on duty during the period of their scheduled regular work assignments (unless released by the Employer); or
 2. Operators have not been notified eight (8) hours prior to their scheduled report times.
- B. If the Employer has notified operators eight (8) or more hours prior to their scheduled report times, operators shall not be entitled to inclement weather pay, for the day or for any curtailed work days following the notice. However, operators may use available general leave, compensatory time or floating holiday pay without prior notice or may opt to take leave without pay. Operators must notify the Employer within three (3) days of their 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. Pre-Trip/Post-Trip Pay

Pre-trip and post-trip 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 bus out will be guaranteed seventeen (17) minutes preparation time.

Section 4. 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, if the shift ends before 6:00 p.m. If the shift ends after 6:00 p.m., the report must be turned in within fourteen (14) hours of the end of the shift.

Section 5. Pay for Badge Renewal

Operators will receive one (1) hour of pay to renew their PSNS badge. The Employer shall determine which operators will be required to obtain and maintain a badge. See the Operator Handbook for the current procedure.

ARTICLE 20 - 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 reliable phone service, with message capability.

Section 3. Committees

A. **Run Committee:** Operators shall select five (5) members to sit on the Run Committee to

work with management on an advisory basis on changes in runs, schedules and other matters affecting operations. This committee will include a representative appointed by the Union and current Driver of the Year, if desired. The five members will come from each group of operators (Full-time, Extra-board, Part-time operators). The committee will meet monthly.

- B. **Safety Committee:** Operators shall select three (3) members to sit on the Safety Committee to work with management on reviewing safety suggestions submitted by all Kitsap Transit employees, covering service, equipment, facilities or personal safety. It also serves as the committee for appeals of accident/incident preventability determinations. The three (3) members will come from each group of operators (Full-time, Extra-board and Part-time operators). The Driver of the Year may be a non-voting member, if desired. This committee will meet monthly.

- C. **Bid Committee:** Operators shall select three (3) members to sit on the Bid Committee to work with management on an advisory basis on changes to bids, including screening suggestions to the proposed bid packages prior to the issuing of the final bid. The three members will come from each group of operators (Full-time, Extra-board and Part-time operators). This committee will also include a representative appointed by the Union and the current Driver of the Year, if desired. This committee will meet four times a year prior to each service change.

- D. **Routed Labor-Management Committee:** Kitsap Transit Routed Operations and the ATU 1384 agree to form a Routed Labor-Management Committee. The committee will consist of the Director of Operations, two (2) Routed Operations Managers, the Director of Human Resources, the ATU President (or designee), the Chief Shop Steward, and two (2) Shop Stewards. Resource people will be asked to attend, as needed. The committee will meet monthly for the purpose of maintaining open communications between Kitsap Transit and the ATU. The committee will discuss any issue of mutual interest, review and evaluate service related issues, and exchange information. The committee will not conduct any negotiations nor reach agreements that impact the current labor agreement, but may agree that such negotiations or agreements are needed. The committee will distribute minutes of its meetings.

Section 4. Lost and Found Procedures

Lost articles found by the operators shall be turned in to the lost and found department. If after a reasonable period of time (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

Operators covered by this Agreement shall complete and turn in prior to first pull-out, a pre-trip inspection form at the beginning of their shift. They shall also complete and turn in a post-trip inspection at the end of the 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 Operations Supervisor Position

- A. The Union and the Employer agree that operators may fill in for the permanent Operation Supervisors when they are unable to perform their duties, due to training commitments, vacation, sick leave or other absences. Such operators may perform all duties except for the administration of discipline, which includes recommending and giving discipline and reviewing of personnel files.
- B. The wage and any future increases for this position will be established by the Employer.
- C. Operators may work in this position a maximum of six hundred (600) hours per person each calendar year.

Section 7. 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 is anticipated to be six (6) to nine (9) months at a time (tied to service changes). 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. Operators will apply for openings and be selected based on their interest in the position and ability to market the specific service concept being tried.
 - 4. 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.

Section 8. Filling Permanent Operator Vacancies

This Agreement applies to all permanent vacancies except those on the B board, which will continue to be filled by outside candidates. It will also apply to vacancies on Part-time A or Full-time/Extra-board if no current operators are interested in filling the position(s).

- A. Positions will be filled by seniority. An operator on a leave of absence will accrue seniority

in accordance with Article 16, Section 1G.

- B. If no A board operator accepts Full-time/Extra-board vacancy, it will be offered to a B board operator based on date of hire, who has indicated interest. If no B board operator accepts an A board position, the employer will hire from the outside to fill that position.
- C. Operators who have worked any time as Full-time/Extra-board or Part-time A board operators and been forced to move to a lower status will be given credit for the time accrued on the higher board and will be offered any new vacancy before other operators.

ARTICLE 21 - 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 Parties covered by this Agreement shall not cause or condone any form of work stoppage, strike or slow-down.

ARTICLE 22 - SAVINGS CLAUSE

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

ARTICLE 23 - ACQUIRED OPERATION

- A. When a bus operation is acquired and made a part of the operation of the Employer, the operators on the seniority roster of the acquired operations will retain their original seniority dates, and may exercise same only on the acquired operations. They will, however, be given a position on the operators' seniority roster in the order of their original seniority dates, as of the date of acquisition, and will be privileged to exercise such seniority date on the division.
- B. If the Employer sells, transfers or assigns its holding 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 and B are given full seniority rights by the purchasing company or public body purchasing the property. It is also agreed that all retroactive pay or vacations that are due the operators and have not been paid or adjustments in wages or vacations pending, shall be adjusted at that time of sale, or provisions made for adjustments between Kitsap Transit and the purchasing company or public owner.

ARTICLE 24 - 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 25 - DURATION

This Agreement will become effective February 16, 2005 and shall remain in effect until February 15, 2008.

Signed this _____ day of _____ 2006

KITSAP TRANSIT BOARD OF COMMISSIONERS:

Chris Endresen, Chair

**EMPLOYER:
KITSAP TRANSIT**

**UNION:
AMALGAMATED TRANSIT UNION**

Richard M. Hayes
Executive Director

Rita DiIenno
President/Business Agent

Per K. Johnsen
Human Resources Director

Karen Stites
Financial Secretary

Roy Harrington
Operations Director

Mark Dawson
Chief Shop Steward

Jeff Cartwright
Operations Manager

Ralph McClard
Contract Committee Person

Scott Nelson
Operations Manager

Doug Bauer
Contract Committee Person

Alene Evans
Operations Supervisor

Bert Hock
Contract Committee Person

APPENDIX A - WAGES FOR ROUTED OPERATORS

Effective	Training	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
02/16/05	\$13.30	\$14.81	\$15.11	\$15.87	\$16.66	\$17.49	\$18.36	\$19.29	\$20.24
02/16/06	\$13.77	\$15.39	\$15.64	\$16.43	\$17.24	\$18.10	\$19.00	\$19.97	\$20.95
02/16/07	\$14.18	\$15.85	\$16.11	\$16.92	\$17.76	\$18.64	\$19.57	\$20.57	\$21.58

One three hundred dollar (\$300) wage adjustment will be disbursed within 30 days of ratification to all operators who were on the payroll as of the ratification date.

- A. All operators not at step seven upon ratification, except Part-time operators, will move to the next higher step on their anniversary date for the duration of this contract. (An operator's anniversary date, not contract ratification date will be used to move to the next higher step, until an operator reaches step seven).
- B. All Part-time operators will progress through the steps based on the following criteria:
- Step increases are based upon 12 months or 1500 hours paid time (on Kitsap Transit payroll), whichever is longer. However, an operator may not progress faster than the 12 months per step increase. For example: An operator takes 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.

Probationary Operators:

- Training wage will be paid to all new operators from their date of hire until completion of their final Route Qualifications.
- Probation will be paid from completion of their final Route Qualifications until completion of 6 months of employment or the end of their probationary period, whichever is longer.
- Completion of probation will establish the anniversary date for step increases.
- Upon completion of probation, Full-time and Extra-board operators will convert to Step 1 of the Step System and progress to the next higher wage step on their anniversary date.
- Upon completion of probation, Part-time operators will convert to Step 1 of the Step System and will need to meet the criteria as outlined in Section D to progress to the next higher wage step.

GROUP BONUS AWARD

- A. A group bonus will be awarded in December of each year 2005, 2006 and 2007 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 the annual salary calculation and eligibility criteria.
- C. The group bonus award is in the form of a lump sum amount and is based on each employee's annual salary, excluding overtime. The bonus is not added to the base salary, and it must be earned each performance year.
- D. All employees are eligible for the full group bonus award, except those who were issued a decision-making or suspension notice in the performance year period of the bonus. Employees who were issued decision-making leave will only be eligible for one-half (½) of their group bonus. Employees issued a suspension notice will not be eligible for any group bonus.
- E. The plan is divided between Agency goals and Routed Operations Department goals. Fifty percent (50%) of the award will be based on achievement of agency goals and fifty percent (50%) of the award will be based on achievement of department goals. Maximum bonus award achievable is four percent (4%) of yearly earnings.

INDIVIDUAL BONUS AWARDS

Employees are eligible for quarterly bonuses beginning with the February - April 2005 quarter and ending with the November 2007 - January 2008 quarter.

The time frame for achievement is based on each quarter period:

- February through April
- May through July
- August through October
- November through January.

Section 1. 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 (and including general leave usage) a minimum of 375 hours per quarter or for a half bonus if they worked (and including general leave usage) a minimum of 112 hours but less than 375 hours per quarter.
- No leave of absence longer than thirty (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 bonus if they meet all criteria.
- Operators who accept another position in the agency and are in the probationary period for that position, will be awarded a bonus at a pro-rated amount for the hours worked in the Routed Operations Department prior to their transfer/promotion during the bonus quarter. If no hours were worked in the department during the quarter that the transfer/promotion took place, the last previous bonus amount and credit(s) earned will be frozen. Employees who return to their operator position without a break in employment with Kitsap Transit will be credited with the bonus amounts and quarter credits previously earned.

Section 2. Bonus Amounts for Each Category Per Quarter

<u>Completed Quarters</u>	<u>Full Bonus</u>	<u>Half Bonus</u>
1 – 7	\$50.00	\$25.00
8 – 15	\$75.00	\$37.00
16 – 19	\$100.00	\$50.00
20 or more	\$125.00	\$62.50

Section 3. Bonus Categories and Performance Criteria

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

A. Passenger Sensitivity

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

B. 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.

The bonus for Operators with an otherwise clean record that have a chargeable safety incident, will not be affected, nor will operators be issued discipline unless they have 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 operators

will be issued discipline accordingly, and they will lose their safety bonus for the quarter in which the second infraction occurred.

C. **Attendance**

- No more than one (1) unscheduled absence for a maximum total of one (1) day.
- No time off due to preventable on-the-job injuries.
- No time off on disability insurance.

(FMLA absences are not counted in the above three (3) criteria.)

- No late reports or unexcused absences.
- No more than one (1) late report call-in.
- No Bereavement Leave longer than ten (10) days
- No Leave of absences or medical leaves longer than five (5) consecutive days.

(FMLA absences are not calculated in this criteria.)

Operators that have no unscheduled absences during a quarter may carry over a maximum of one (1) day of unscheduled absence to the next or future quarters. This provision would allow them to have one (1) occurrence for a maximum total of two (2) days of unscheduled absence in a quarter and still qualify for their bonus, if 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 2 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).

Operators who experience 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. They 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, that operator would not receive a bonus for attendance and would revert to bonus level two (2) at the operator's next qualifying quarter. The operator would then start to accrue quarters at the eighth (8th) quarter).

However, if operators experience such a performance issue that warrants the issuance of a decision-making leave or suspension in a category in Section 3 above, they will not receive a bonus for that category and revert to bonus level one (1) in that category. (An example would be an employee at level 16 was issued a decision-making leave notice for a preventable accident. That employee would not receive a bonus in the Safety category and would revert to bonus level one (1) in Safety.)

APPENDIX B - WORKER/DRIVERS

The following Agreement covers working conditions and compensation for lead Worker/Drivers. Worker/Drivers (W/D) are operators employed on a part-time basis to operate a subscription commuter bus to their primary employment site.

ONLY THE FOLLOWING ARTICLES IN THE AGREEMENT APPLY TO THE WORKER/DRIVERS:

Preamble

Scope and Purpose

Article 1 - Recognition and Bargaining Agent

Article 2 - Union Security, Section 2 (Religious Exemption), Section 3 (Dues Deduction Procedure) and Section 4 (COPE Check-off)

Article 3 - Non-Discrimination

Article 4 - Management Rights

Article 6 - Grievance Procedure

Article 7 - Discipline

Article 8 - Categories of Employees

Article 16 - Leaves of Absence, Sections 3 (Jury Duty) and 4 (Military Duty)

Article 18 - Other Benefits, Section 1 (Transit Passes) and Section 3 (Roadeos and Events)

Article 20 - Miscellaneous Provisions, Section 1 (Substance Abuse Program) and Section 5 (Pre and Post Trip Inspection)

Article 21 - Strikes and Picket Lines

Article 22 - Savings Clause

Article 23 - Acquired Operation

Article 24 - Entire Agreement

Article 25 - Duration

THE LANGUAGE IN THE FOLLOWING ARTICLES IN THE AGREEMENT IS REPLACED BY THE LANGUAGE BELOW:

ARTICLE 2 - UNION SECURITY

Section 1. Membership

Lead W/Ds shall be required to join the Union within thirty-one (31) days of employment. Back-up W/Ds who drive a bus as a lead W/D for nine (9) consecutive months shall be required to join at the beginning of the tenth (10th) month, unless the regular lead W/D's absence is due either to health reasons or primary employer transfer of job location or shift. In that case, the back-up W/D may drive as a lead for an extended period if it is mutually agreed upon by both the Union and the Service Development Director. Upon joining the Union, W/Ds shall be required as a condition of continued employment to pay an initiation fee and regular monthly dues, or pay equivalent amounts to the Union as agency fees.

ARTICLE 9 - SENIORITY

Section 1. W/D Seniority List

- A. There shall be two seniority lists used as follows:
1. Filling Vacant Routes: All lead and back-up W/Ds shall be listed in the geographic area they work, by date of hire. There are three (3) geographic areas.
 2. When Existing Route is Eliminated: All lead W/Ds shall be listed on a single list by date of hire. On an annual basis, drivers will make a selection of two (2) geographic areas in which they would be interested in driving, if their route is eliminated.
- B. Time in service: For 1996 and years prior, back-up W/Ds shall be given credit for one (1) year of seniority if they drove anytime that year. For 1997, both the lead and back-up W/Ds must have driven a minimum of seventy (70) hours a year to be given seniority credit for the year. For 1997 and 1998, the year is based on the period from November 1 through October 31 of the following year. For 1999 and subsequent years, the year will be calculated from December 1 through November 30 of the following year.

Section 2. Procedure for Filling Vacant Routes and Elimination of Existing Routes

- A. When an existing route is vacated by a lead W/D, it will be offered to the most senior lead or back-up W/D who presently drives in the geographic area in which the vacancy is located and who has indicated interest in the opening.
- B. When an existing route of a lead W/D is eliminated, the W/D may bump the least senior lead W/D in one (1) of the two (2) geographic areas of his choice, whose route goes to the same primary employer. Any W/D bumped may also, in turn, bump the least senior W/D according to the procedure above.
- C. If the procedure in Section 2B negatively affects ridership and the two parties cannot mutually resolve the matter, the procedure will be eliminated.
- D. These provisions do not apply to positions created as a result of new routes.
- E. Travel time to and from the start of the route will not be paid.

ARTICLE 15 - HOLIDAYS

Section 1. Observance

- A. Lead W/Ds shall receive their regular pay for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- B. These holidays shall be observed in accordance with the published Kitsap Transit calendar. When the holiday falls on a Sunday, the following Monday is the observed holiday. When a holiday falls on a Saturday, the prior Friday is the observed holiday.

Section 2. Eligibility

If the lead W/D drives any day within the last fifteen (15) days prior to the holiday, they will receive pay for the holiday, however, only one (1) W/D per route will receive pay for a holiday.

ARTICLE 16 - LEAVES OF ABSENCE

Section 1. Approved Leave of Absence Without Pay

- A. Lead W/Ds shall be allowed a leave of absence up to one (1) year for medical reasons or due to transfer of job location or shift by their primary employer.
- B. Benefits (holidays) shall not accrue while on a leave of absence. Seniority shall continue to accrue, if the W/D works for Kitsap Transit a minimum of seventy (70) hours from December 1 through the following November 30.

ARTICLE 19 - OTHER PAY PROVISIONS

Section 1. Instruction Pay

W/Ds training other W/Ds shall receive an additional hour of pay per day, not to exceed one (1) hour per trainee.

Section 2. Inclement Weather Pay

When through an act of providence, shortage of buses, breakdowns, weather conditions or any circumstances over which the W/D has no control, the W/D will be compensated for additional time needed, provided:

- A. The W/D reports the circumstances as outlined by policy; AND
- B. The W/D turns in a written request, via his timesheet, for additional compensation outlined by policy.

Section 4. Pay for Accident/Incident Reports

- A. A W/D shall be paid for the actual time required to complete accident or incident reports.
- B. Reports must be turned in to the Employer no later than twenty-four (24) hours after the accident/incident.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

Section 6. Change Fund

- A. W/Ds shall be furnished change and/or tickets, and shall account for them as required by the Employer.
- B. W/Ds must surrender all change and/or tickets upon terminating employment.
- C. The Employer will replace funds stolen while on duty or off duty as a result of documented holdup, armed robbery or theft, when reasonable documentation exists to support the claim, and the W/D's negligence did not contribute to the loss.

OTHER WORKING CONDITIONS

- A. The Employer reserves the right to determine service parameters and vehicle assignments for this program.
- B. All W/Ds must have their own residential phone service.
- C. The Employer has the right to establish the number of W/Ds to be absent on vacation at any one time.
- D. A doctor's statement is required upon return to work after an illness or injury of four (4) days or more. A doctor's statement may also be required in situations of suspected abuse.
- E. Lead W/Ds must make arrangements for back-up W/Ds to cover their run when they are unable to report to work.
- F. The ability to work regularly is a requirement for continued employment. W/Ds who are absent repeatedly will be subject to disciplinary action. Discipline will be based on the W/D's entire record.
- G. Lead W/Ds who retire from their primary employer may apply for a position in routed service by completing an application packet.
 - 1. The employer will immediately schedule the video test. The operator may request the employer's customer relations training prior to the video test. With a passing score, the operator's name will be moved to the top of the interview list for

vacancies as they occur. The operator will be offered a position if selected by the interview team.

2. The re-employment opportunity is available up to one (1) year after the operator's primary employment retirement.
3. W/Ds reemployed within one (1) year and successfully passing training and probation shall be credited for time in service as a W/D at a 50% ratio of actual hours paid since February 16, 2005. To compute the credit, one month regular work is 174 hours. At a 50% ratio, the W/D will be credited one month service for every 348 hours paid.

WAGES

2/16/2005	2/16/2006	2/16/2007
\$16.87	\$17.46	\$17.98

One three hundred dollar (\$300) wage adjustment will be disbursed within 30 days of ratification to all operators who were on the payroll as of the ratification date.

- A. The workweek is defined as the period between 12:01 a.m. on Sunday through 12:00 midnight the following Saturday.
- B. If required by the Employer, lead W/Ds shall receive additional pay for the following:
 1. Travel to another city to drive another W/D route (i.e. Port Orchard to Bremerton) - one (1) hour of pay.
 2. To fuel the bus - not to exceed one (1) hour of pay.
 3. To make a special trip to deliver sales reports and fares to the Employer's facility - one (1) hour of pay for each trip.
 4. To warm up the bus on the weekend - one half (½) hour of pay per occurrence.
 5. Each W/D (lead or back-up) will be paid for each day to maintain daily receipts and weekly reports. No splitting of this duty during a single day will be allowed. The W/D (lead or back-up), who drives that day will be paid a portion of the hourly rate per day for maintenance of daily receipts and weekly reports. The rate will be 0.062% hours. These hours will not be rounded to the nearest tenth.

GROUP BONUS AWARD

- A. A group bonus will be awarded to lead W/Ds in December of each year (2005-2007) 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. To be eligible for a bonus:
 - 1. Lead W/Ds must be in that status for a minimum of six (6) months.
 - 2. To be eligible for the full bonus, lead W/Ds must have worked the full performance year. Bonuses for work between six (6) months and less than one (1) year will be prorated according to the time worked.
 - 3. All eligible operators receive the bonus award, except those who were issued a decision-making or suspension notice in the performance year period of the bonus. Operators issued decision-making leave will only be eligible for one-half (½) of their group bonus. Employees issued a suspension notice will not be eligible for any group bonus.
- C. The plan is divided between Agency goals and the Worker/Driver Department goals. Fifty percent (50%) of the award will be based on achievement of agency goals and fifty percent (50%) of the award will be based on achievement of department goals. Maximum bonus award achievable is four percent (4%) of yearly earnings.
- D. If shipyard employment is reduced five percent (5%) or more during the performance year, the goals may be adjusted appropriately.
- E. The performance year will begin December 1 and end November 30 of the following year.
- F. The group bonus award is in the form of a lump sum amount as listed below. The bonus is not added to the base salary, and it must be earned each performance year.

INDIVIDUAL SAFETY BONUS PROGRAM

- A. An individual bonus will be awarded to lead W/Ds who meet the criteria listed below.
- B. To be eligible to receive the full bonus, the W/D must have worked the entire performance year. Bonuses for work between six (6) months and less than one (1) year will be prorated according to the time worked.
- C. No decision-making leave or suspension notices issued during the performance period defined above.

SAFE DRIVING AWARD

	<u>Amount</u>
1. One (1) Full Year.....	\$100.00
2. Second Consecutive Full Year.....	\$200.00
3. Third Consecutive Full Year.....	\$300.00
4. Fourth Consecutive Full Year.....	\$400.00
5. Fifth and Subsequent Consecutive Full Years ...	\$500.00

Criteria: To earn the bonus for the current year the operator must have no more than one (1) occurrence in any of the following criteria:

- Preventable accidents or chargeable safety incidents. (At Written Reminder level or below).
- Unsatisfactory safe driving ratings on ride checks.
- Verified performance reports about unsafe driving.

If an operator with an otherwise clean record fails to meet one of the criteria during the bonus year, it will not affect the bonus for that year nor result in discipline. However, if the operator has a second event within 12 months of the first, the first chargeable incident is activated along with the second incident. The operator will be disciplined accordingly, and lose the individual bonus for the year in which the second infraction occurred. If the discipline is at Written Reminder or below the operator will not earn a bonus that year and will drop back one bonus level for the following year. If the discipline is at Decision Making Leave or Suspension, the operator will not earn the bonus for that year and will drop back to Level 1 in the Individual Bonus program.

Signed this _____ day of _____ 2006

EMPLOYER:
KITSAP TRANSIT

UNION:
AMALGAMATED TRANSIT UNION

Richard M. Hayes
Executive Director

Rita DiIenno
President/Business Agent

John Clauson
Service Development Director

Mark Dawson
Routed Chief Shop Steward

Judy Parks
Worker/Driver Supervisor

Steve Carver
Worker/Driver Shop Steward

Per K. Johnsen
Human Resources Director

APPENDIX C - GLOSSARY

1. **Biddable Tripper:** An open piece of work that is held by a full-time operator. Once selected, it becomes part of that operator's workweek.

2. **Bump Bid:** A re-bid that starts from an affected operator down. Only operators who are bumped from their bid may select another bid package below them.

3. **Leave Time/Leave Bank/Accrued Leave:** All of these terms refer to the combined total of General Leave, Personal Floating Holidays and Compensatory Time.

4. **Open work:** Work that is added during a bid, vacated or remains un-bid.

5. **“Regularly Routed” Service:** Work that is 7 hours or more and is not tied to any other external schedule. Regularly routed service is designed to operate with other core routes to ensure that a minimum level of service is provided in the central Kitsap County corridor. Other routed service, such as Open work, Ferry Take Home Service or any other route(s) that are tied to any other ferry service or other service provider's schedule, i.e., Jefferson Transit, Pierce Transit, Washington State Ferries, etc., would not be considered “regularly routed” service.

6. **Route Training:** Training that is provided on the road for the trainee to observe and or to learn how fixed route operations work. Route training can be in or out of revenue service.

7. **Static Training:** Training that is done at a base or fixed location, primarily to learn procedures rather than to learn routing information. Static training does not usually involve driving on the road. Static training does not involve revenue service.

Signed this _____ day of _____ 2006

EMPLOYER:
KITSAP TRANSIT

UNION:
AMALGAMATED TRANSIT UNION

Scott J. Nelson
Acting Operations Director

Rita C. DiIenno
President/Business Agent

APPENDIX D - MEAL BREAKS

MEMORANDUM OF UNDERSTANDING

BETWEEN

Kitsap Transit and Amalgamated Transit Union #1384 Regarding Meal Breaks

The purpose of this Memorandum is to clarify the parties' intent regarding the new meal break language added in Article 10, Section 1. It is Kitsap Transit's and the Union's intent to ensure that scheduled runs allow the agreed upon meal break periods without a degradation to customer service. To this end, the parties agreed to remove prior language in subsection "A." that referenced lunch periods, and replaced it with a new subsection C.:

"Meal Breaks: For the health and safety of all drivers, any continuous piece of work lasting five (5) hours or greater shall consistently provide at least three (3) five-minute meal break periods throughout the shift at a transfer center. If not, such runs shall be referred to the run committee, which shall adjust the run to comply with this requirement."

Kitsap Transit recognizes the importance of providing for such meal breaks throughout any straight shift of work that lasts five (5) hours or longer. The parties recognize that there are factors outside the control of either the operator or Kitsap Transit that may impact the ability to provide meal break periods at predictable times.

The parties agree that the term "consistently" provides that there may be occasional or incidental occurrences of missed meal breaks, and those are outside the scope of this agreement. This agreement instead focuses on systemic problems with runs that cannot routinely accommodate the above-referenced meal breaks. Examples of such incidental factors may include but are not limited to accidents, short-term construction projects, and other back ups that may affect the ability to remain on schedule and provide the meal breaks. The parties agree that a pattern of "consistency" may relate to a time of day, a specific day of the week, time of year or other pattern. Management will plan ahead for known long-term construction projects that impact runs.

To initiate this agreement, the Union agrees to a moratorium through June 1, 2007 in which no grievance will be filed related to a missed meal break. In turn, Kitsap Transit will not impose any discipline for any operator who indicates they need to take a break.

Kitsap Transit recognizes the Union's interest that significant progress in the development of solutions is made during the moratorium period and beyond. Therefore, throughout the moratorium period and on an on-going basis, we will develop a mutually agreeable review process by the Labor Management (L/MC) and Run Committees for the purposes of redress/run-correction. The first of the proposed monthly scheduled meetings of the L/MC is November 14, 2006. The parties agree to use information from various sources such as

but not limited to dispatch logs, employee or supervisory reports, customer comments, etc. Both parties agree that the primary goal of this agreement is the health and safety of all drivers and will actively pursue recommendations that support the implementation of various solutions that meet that end.

Nothing in this Memorandum of Understanding shall serve to override Article 4, Management Rights.

Signed this _____ day of _____ 2006

EMPLOYER:
KITSAP TRANSIT

UNION:
AMALGAMATED TRANSIT UNION

Scott J. Nelson
Acting Operations Director

Rita C. DiIenno
President/Business Agent